

REGULAR ARCADIA TOWN BOARD MEETING
March 10, 2026 – 7:00 PM
Town Hall
201 Frey St.
Newark, NY 14513

Supervisor Piscioti welcomed those in attendance followed by the gathering in the pledge of allegiance.

PRESENT: Supervisor Piscioti
Councilmembers: Gerbig, Greco, VanLaeken

Highway Supt. Kuhlman
CEO DeWolf
Deputy Town Clerk Vacchetto
David Hou, Town Attorney

ABSENT: Councilmember Diamond

MINUTES: Motion made by Councilman Greco, seconded by Councilman Gerbig to approve the minutes of February 10, 2026 Regular Town Board Meeting.
All voted Aye.

HIGHWAY REPORT: Highway Supt. Kuhlman read his report.
See Attached Report

CODE ENFORCEMENT REPORT: CEO DeWolf read his February 2026 Report.
See Attached Report

CEO DeWolf said the first module of the new Building Permit Program is going live on March 19, 2026. The next module, which is the Code Enforcement portion of the program, will be released soon. Madyson Vacchetto, CEO Assistant and he are being trained on it.

A Planning Board Member has relocated out of Town and is no longer eligible to be a Planning Board Member. We need a replacement Planning Board Member if you know of anyone who would be interested. Councilman Gerbig asked who moved. Warren Weichbrodt has moved out of the Town of Arcadia.

Councilman Greco asked if a housing tract was going in on Vienna Rd. across from the mobile home park. CEO DeWolf said no; he believes it is a Solar Farm. Supervisor Piscioti said this property is owned by the Government and she had asked if the Town had any say and she was basically told no. NYS says the Military (Department of Military and Naval Affairs) can do what they want with their property. Attorney Hou asked how far along are they? Councilmember Greco said not very far along, that trees have been removed. Attorney Hou said at some point the Town should receive a copy of the application and state environmental quality report and we should at that point have an opportunity to participate because we would then be an interested party of SEQR. Councilman Greco said he imagines it is like NYS, they are a self-permitting agency. Attorney Hou said it is more of we would get notification that this project is happening but we don't have permit approval authority.

COMMUNICATIONS: Supervisor Piscioti said she had no communications at this time.

PUBLIC HEARING: N/A

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

Local Law to Regulate Short Term Rentals – Schedule Public Hearing and Local Law to Regulate Special Events – Schedule Public Hearing:

Councilman Greco asked to table both Local Laws so they can read some more on them both.

Motion made Councilman Greco, seconded by Councilman Gerbig to table both Local Laws (Regulate Short Term Rentals and Regulate Special Events) for further review.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

SWIA No. 3 Bond Counsel Letter of Agreement: This is for retaining Timothy McGill's Service for Bond Counsel for SWIA No. 3.

Moved by Councilman Greco, seconded by Councilman Gerbig to approve the Letter of Agreement retaining Timothy R. McGill services as bond counsel for Southwest Improvement Area No. 3 and authorizing Supervisor Piscioti to sign the Letter of Agreement.

See attached Agreement.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

SWIA No. 3 Resolution Approving Application to the Office of the Comptroller: Resolution offered by Councilman VanLaeken, seconded by Councilman Greco approving the application to the Office of the Comptroller of the State of New York for the approval of the establishment of the Southwest Water Improvement Area Benefit Area No. 3.
Resolution attached.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

SWIA No. 3 Legal Services Agreement – Added Language: USDA wanted the Legal Services Agreement that was approved in December 2025 to have not to exceed amount added to the agreement.

Motion made by Councilman VanLaeken, seconded by Councilman Greco to approve the United States Department of Agriculture Legal Services Agreement for Southwest Water Improvement Area No. 3 with added language for fees of legal services relating to this matter shall not exceed \$15,000.00.
Legal Services Agreement Attached.

Roll Call:

Councilman VanLaeken	Aye
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Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

SWIA No. 3 Water and Waste System Grant Agreement USDA: Motion made by Councilman Greco, seconded by Councilman Gerbig to approve and authorize Supervisor Piscioti to sign the Water and Waste System Grant Agreement Untied States Department of Agriculture Rural Utilities Service for Southwest Water Improvement Area No. 3.
Agreement Attached.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

SWIA No. 3 BPD Letter for Municipal Advisor Services: Resolution offered by Councilman Greco, seconded by Councilman VanLaeken designating Bernard P. Donegan, Inc. Municipal Advisor for the Town of Arcadia for Southwest Water Improvement Area No. 3 and to Authorize Supervisor Piscioti to sign the Letter for Municipal Advisor.
Resolution and Letter for Municipal Advisor Services attached.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

WD #18 Letter for Municipal Advisor Services: Resolution offered by Councilman Gerbig, seconded by Councilman Greco designating Bernard P. Donegan, Inc. Municipal Advisor for the Town of Arcadia for Water District No. 18 and to Authorize Supervisor Piscioti to sign the Letter for Municipal Advisor.
Resolution and Letter for Municipal Advisor Services attached.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

Supervisor Piscioti gave an update on Water District #18. She had a meeting with USDA and MRB. Funding in NYS is limited at this time. It should move to national level. At this time NYS is trying recoup money that hasn't been designated for water projects. Hoping to know by April.

2026 NYSTCA Annual Conference – Deputy Clerk: Moved by Councilperson Greco, seconded by Councilperson VanLaeken to approve Madyson Vacchetto to attend the New York State Town Clerks Association Conference on April 19-22, 2026 in Albany, NY for \$562.00 Conference plus \$65.00 Notary Prep Class plus lodging (\$532.44), food, gas, millage and tolls.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

Alternate Reappointment to Board of Assessment Review – Sheryl VanGee: Moved by Councilman VanLaeken, seconded by Councilman Gerbig to reappoint Sheryl VanGee as an Alternate to the Board of Assessment Review for 2026.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

Receiver of Taxes Letter of Resignation: Sharon VerHeecke, Receiver of Taxes has submitted her letter of resignation. She is retiring due to health and medical reasons.

Motion made by Councilman Greco, seconded by Councilman VanLaeken to accept Sharon Verheecke's resignation effective April 30, 2026 as the Elected Town of Arcadia's Receiver of Taxes Position.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

Tax Receiver Request: Motion made by Councilman Gerbig, seconded by Councilman Greco to allow Tax Receiver Sharon Verheecke to pay Teresa Vastbinder, Madyson Vacchetto, Marsha Williams and Hope Bush \$100.00 each out of her contractual account for assisting with the 2026 Town/County Tax collections through payroll.

See attached request

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

Health Officer Resignation: Diane Devlin, Town of Arcadia Health Officer submitted her letter of resignation. She is retiring from her Wayne County Public Health job and in order to collect her retirement per NYS Retirement System requires her to resign from all public service employment. This is only for a certain amount of time. Per her resignation letter, she would like to return to being the Arcadia Health Officer once that period has ended.

Motion made by Councilman VanLaeken, seconded by Councilman Greco to accept Diane Devlin's resignation effective March 27, 2026 as Town of Arcadia's Health Officer.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

Rose City Drive In Liquor Authority Application: Deb Lockner inquired about this. Supervisor Piscioti explained this is a 30-day notice. It is just letting us know they are applying for a liquor license. Attorney Hou said it also give the Town time if they are against it they can reach out to the State with their concerns.

Motion made by Councilman VanLaeken, seconded by Councilman Greco to approve EGQ Enterprises, Inc., Rose City Drive In of 5418 Rt. 31 W, Newark NY request to apply for a Liquor License to the NYS Liquor Authority.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent
Supervisor Piscioti	Aye

PUBLIC COMMENTS: Supervisor Piscioti asked Tim Wood of NAVA if he'd like to speak. They picked up an ambulance and CPR machine from Macedon from the sealed bids. He also noted NAVA is doing a Golf Tournament on June 22, 2026 and need teams and sponsors if anyone wanted information on that. Councilman Gerbig said he would like information for this. Councilman VanLaeken also said that ARC's Golf Tournament is that day. Supervisor Piscioti said every golfer likes to participate in that tournament. Councilmembers' recommended they might want to change the date of their tournament if possible to get more people to it.

No other public comments were made.

AUDIT/PAYMENT OF BILLS APPROVED BY THE TOWN BOARD:

General	#65-93	\$97,422.70
Highway	#40-58	<u>\$78,486.32</u>
	Total:	<u>\$175,909.02</u>

Moved by Councilman Gerbig, seconded by Councilman Greco to authorize payment of the General and Highway bills.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Absent

ADJOURNMENT:

7:23 PM Moved by Councilman Greco, seconded by Councilman
VanLaeken to adjourn the Town Board meeting.
All Voted Aye

Respectfully Submitted,
Teresa Vastbinder
Town Clerk

MARCH Town Board Meeting 3/10/ 2026

We had another busy month(FEB.) for plowing & sanding , I turned in 31 trips to Wayne County for our snow and ice contract .

We also been doing some tree work when weather is decent, more dead ash trees on various roads .

We did start road sweeping on one side of town but it's a little early to go all out on that at this point we could have a lot more winter to come ?

THANK YOU ;

Thomas Kuhlman / Highway Superintendent

Town of Arcadia Code Enforcement Monthly Report For: February 2026

Total Permits Issued for the Month	5
Total Cost of Permits	\$158.00
Inspections Done for the Month	7
Total C of C's Issued for the Month	1
Total C of O's Issued for the Month	0
Total Variances Processed for the Month	0
Total Complaints Received	0
Total 911 Calls Received	1
Total of Violation Letters Sent	0
Total of Violations Resolved	0
Total of Appearance Tickets Issued	0

LAW OFFICES
OF
Timothy R. McGill

248 WILLOWBROOK OFFICE PARK
FAIRPORT, NEW YORK 14450

Kristine M. Bryant
Paralegal

Tel: (585) 381-7470
Fax: (585) 381-7498

February 26, 2026

Town Board of the
Town of Arcadia
Arcadia, New York

Dear Board Members:

I have agreed to serve as bond counsel to the Town of Arcadia, New York. Compensation for my services shall be on the following basis:

1. Each issuance of temporary debt (notes): base charge of \$500, plus \$.75 per thousand dollars of notes issued, payable upon issuance of such obligations; provided, however, that for a note issue through the NYS EFC Revolving Fund the base charge shall be increased by \$750;
2. Each issuance of permanent debt (bonds): base charge of \$2,000 plus \$1.00 per thousand dollars of bonds issued, payable upon issuance of such obligations; provided, however, that for a bond issue through the NYS EFC Revolving Fund or USDA Rural Development the base charge shall be increased by \$750;
3. Extraordinary services, unforeseen complications, conferences or meetings, such as arbitrage and rebate analysis, litigation, the drafting of legislation, negotiation and review of incidental contracts, environmental determinations, proceedings or ruling requests before the Internal Revenue Service, and the like: legal fee at hourly rates acceptable to the Town, to be determined at the time such services are requested.

The fees for the services described under paragraphs 1 and 2 above include the preparation of all typical authorizing financing resolutions, the drafting of all financing documentation and review of district or improvement area formation proceedings, intermunicipal agreements, if any, and review of official statements prepared by the

For engagements extending beyond one year from the date hereof, fees will be adjusted annually by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate.

Town Board
Town of Arcadia
February 26, 2026

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municipality or by a financial advisor on the municipality's behalf. I will not undertake any extraordinary services without the municipality's prior request.

In addition to the legal fee, I render a statement at each closing for out-of-pocket disbursements, the largest of which are typically photocopying, courier services, telephone, fax transmissions and travel expenses, if required.

As I understand it, USDA requires a "not to exceed" amount for my bond counsel services. For your proposed \$2,138,000 financing, our charges would be as follows:

- For temporary debt (notes), my charges shall not exceed \$2,850 per note issue, and
- For permanent debt (bonds), my charges shall not exceed \$3,550.

If acceptable, kindly execute the enclosed copy of this letter in the space provided and return it to me at your convenience. I appreciate this opportunity to be of service and look forward to working with the Town.

Very truly yours,



Timothy R. McGill

TRM:kmb

ACCEPTED THIS 10th DAY OF
March, 2026.

TOWN OF ARCADIA, NEW YORK

By:


Supervisor

**RESOLUTION APPROVING THE APPLICATION TO THE OFFICE OF THE
COMPTROLLER OF THE STATE OF NEW YORK FOR THE APPROVAL OF THE
ESTABLISHMENT OF THE SOUTHWEST WATER IMPROVEMENT AREA
BENEFIT AREA NO. 3**

At a Regular Meeting of the Town Board of the Town of Arcadia, held at the Arcadia Town Hall, 201 Frey Street, Newark, New York, at 7:00 p.m.

The following Resolution was offered by Councilperson VanLaeken, who moved its adoption, seconded by Councilperson Greco, to wit:

WHEREAS, the Town desires to establish a new water improvement benefit area within the Town, called the Southwest Water Improvement Area Benefit Area No. 3 ("SWIA #3"), and has engaged MRB Group to prepare a Map, Plan and Report for SWIA #3 which is on file and is available for public review at the Town Clerk's office; and

WHEREAS, the boundaries of the proposed SWIA #3 roughly encompasses properties located in the southwest corner of the Town, bordering the Towns of Manchester and Phelps and including portions of Smith Road, Turner Road, Pardy Smith Road, Bell Road, and Botcher Road, as more fully detailed in the Map, Plan and Report and as described in Schedule A attached hereto and made a part of this Resolution ; and

WHEREAS, a Resolution was duly adopted by the Town Board on December 9, 2025, which approved the establishment of the proposed SWIA #3 and the construction and installation of certain improvements in order to effect the provision of a public water supply and services to the property owners located within the boundaries of the proposed SWIA #3, all as set forth in above-referenced Map, Plan and Report; and

WHEREAS, the Town is required by law to secure the approval of the Office of the Comptroller of the State of New York (the "Comptroller") for the establishment of SWIA #3 by making written application for the referenced approval; and

WHEREAS, such application has been prepared and is ready for submission to the Comptroller, and has been presented to the Town Board for its approval as part of the submission in accordance with the requirements of applicable law;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Arcadia, New York, as follows:

1. The Application, a copy of which is attached hereto as made a part of this Resolution, was prepared at the direction of the Town Board and the Town Board has determined that the contents of the Application are accurate.
2. The Town Board has further determined, and hereby does further determine, that the establishment of SWIA #3, the construction and installation of the improvements therein, and the expenditure of sums for such purposes, for which approval of the Comptroller is hereby sought, is in the public interest and will not constitute an undue

burden on the property within the proposed SWIA #3 which will bear the cost thereof.

3. All real property which is to be assessed for the cost of the proposed SWIA #3 will be benefited by such proposed improvements, and no benefitted property has been excluded from the proposed SWIA #3.
4. A certified copy of this Resolution shall accompany the Application to the Comptroller.
5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Dawn L. Piscioti	VOTING	<u>Aye</u>
Michael J. Diamond	VOTING	<u>Absent</u>
Joseph W. Gerbig	VOTING	<u>Aye</u>
David Greco	VOTING	<u>Aye</u>
Richard D. VanLaeken	VOTING	<u>Aye</u>

The Resolution was thereupon declared duly adopted on March 10, 2026.

CERTIFICATION

STATE OF NEW YORK)
COUNTY OF WAYNE)

I, the undersigned Clerk of the Town of Arcadia, Wayne County, New York, **DO
HEREBY CERTIFY:**

That I have compared the foregoing copy of the Resolution approving the application to the Office of the Comptroller of the State of New York for the approval of the establishment of the Southwest Water Improvement Area Benefit Area No. 3, adopted at a meeting of the Arcadia Town Board on March 10, 2026, with the original thereof on file in my Office, and that the same is a true and correct copy of said original and the whole of said original so far as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting and that, pursuant to Section 104 of the Public Officers Law (Open Meetings Law), that said meeting was open to the general public and that I duly caused a public notice of the time and place of said meeting to be given in the manner required by law, and that further notice of the time and place of such meeting was given to the public by timely posting said notice on the Bulletin Board maintained for such purpose at the Town Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this March 11, 2026.



Terresa Vastbinder
Town Clerk

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UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this ____10th____ day of March, 2026, between the Town of Arcadia, New York, hereinafter referred to as "Owners," and David K. Hou, Esq., attorney at law, of the law firm Bond, Schoeneck & King, PLLC, hereinafter referred to as "Attorney":

WHEREAS, Owners are intending to create a new water benefit area with an existing town water district, in Wayne County, New York, under the provisions of New York Town Law Article 12-C; and

WHEREAS, the Attorney agrees to perform all legal services necessary to create said water benefit area under the provisions of said statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of a water benefit area expansion within the existing Town water district;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

Hourly rate of \$280.00, for all attorneys, and \$175.00 for all paralegal time. Fees for legal services relating this this matter shall not exceed \$15,000.00.

Said fees to be payable in the following manner and at the following times:

Invoiced on a monthly basis, by the last Friday of each month

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within 60 days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of all amounts due full for the organization and incorporation of the

association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney:



David K. Hou, Esq.
Bond, Schoneck & King, PLLC

Owners:



Michael Diamond - Absent

Rural Development:



Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**THIS AGREEMENT dated 9/8/2025, betweenTown of Arcadia

a public corporation organized and operating under

New York State Local Finance Law

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 2,138,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 691,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 691,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 1,447,000.00 or 67.68 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 67.68 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 per centum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Water District improvements including the acquisition, construction and installation of a new and or existing water facility, including but not limited to any property owned, rights-of-way easements, machinery, equipment and apparatus for the facility. EJJ 2.6.25

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

Water District improvements including the acquisition, construction and installation of a new and or existing water facility, including but not limited to any property owned, rights-of-way easements, machinery, equipment and apparatus for the facility. EJJ 2.6.25

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:
[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 1,447,000.00 which it will advance to Grantee to meet not to exceed 67.68 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Supervisor

attested and its corporate seal affixed by its duly authorized

Town Clerk

Attest:

By *Terresa Vastbinder*
Terresa Vastbinder

(Title) **Town Clerk**

By *Dawn Piscioti*
Dawn Piscioti

(Title) **Supervisor**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
(Title)



MUNICIPAL FINANCE

March 4, 2026

Dawn Piscioti
Supervisor
Town of Arcadia
201 Frey Street
Newark, NY 14513

Dear Dawn:

We are pleased to submit the following letter for Municipal Advisor services in connection with the Town's proposed Southwest Quadrant Water Improvement Project and other financial matters.

The scope of our letter is divided into six parts:

A TEMPORARY FINANCING

PART 1 - Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement (\$1,000,000 or more).

B PERMANENT FINANCING

PART 2 - Sale of Registered Public Market Serial Bonds with an Official Statement (\$1,000,000 or more).

PART 3 - United States Department of Agriculture (USDA) Rural Development Loan and Grant Programs.

C OTHER

PART 4 - Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

PART 5 - IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.

PART 6 - Financial Management Services

BERNARD P. DONEGAN, INC.

345 WOODCLIFF DRIVE, 2ND FLOOR

FAIRPORT, NY 14450

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net



A TEMPORARY FINANCING

PART 1- INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up** among Town Officials, Bond Counsel and, where appropriate, Project Engineer.
- (1.7) **Conduct the sale** and make a recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) numbers to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the Town Attorney, and Town Officials.
- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.



The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$10,518 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$5,170 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

B PERMANENT FINANCING

PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (2.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (2.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (2.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (2.4) Coordinate and provide **written follow-up** to Town Officials and Bond Counsel.
- (2.5) Compile the information required and make application on behalf of the Town for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (2.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (2.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.
- (2.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the Town Officials, Bond Counsel and selected bank.
- (2.9) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.



- (2.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (2.11) Prepare and file the **"Affidavit of Mailing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (2.12) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (2.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (2.14) Complete, have executed by Town Officials, and file the **"Debt Statement"** with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (2.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (2.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and the Town Clerk. Coordinate deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (2.17) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (2.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and Town Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (2.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the Town in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the Town.

The charge for each serial bond issue will be \$20,077 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$7,352 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.



MUNICIPAL FINANCE

Dawn Pisciotti

March 4, 2026

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**PART 3- UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) RURAL DEVELOPMENT
LOAN AND GRANT PROGRAMS**

The following items will be completed under this portion of the contract:

- (3.1) Assist Town Officials with completion of all required Pre-Application documentation as instructed by USDA Rural Development.
- (3.2) Submission of all required Pre-Application documents to USDA Rural Development.
- (3.3) Once a positive Notice of Pre-Application Review Action is received, attend meeting(s) with USDA Rural Development and Town Officials to review the preliminary funding information and Application requirements.
- (3.4) Coordinate documentation and form completion for full application with appropriate parties typically inclusive of Engineer, Local Attorney and Bond Counsel. Assist Town Officials with completion of all applicable forms required for full application documents.
- (3.5) Submit full application to USDA Rural Development.
- (3.6) Create an initial financing plan and prepare preliminary required maturity schedules complying with the restrictions of Sections 21.00 of the Local Finance Law and USDA Rural Development requirements.
- (3.7) Advise the Town as to when the loan and/or grant settlement may take place with the USDA Rural Development. Plan the maturity dates recognizing the Town's fiscal year and timing of revenue.
- (3.8) Attend meeting(s)/conference call(s) as necessary to coordinate final financing plan and final documentation requirements.
- (3.9) Provide final maturity schedule to Bond Counsel (compliance with their interpretation of Essentially Level Debt required).
- (3.10) Pursuant to Municipal Securities Rulemaking Board ("MSRB") regulations, coordinate the final approval of the financing plan, maturity schedule, terms and conditions with Town Officials.
- (3.11) Coordinate Final Form E for bond closing process.
- (3.12) Coordinate the loan closing with USDA Rural Development Officials, Bond Counsel and Town Officials.
- (3.13) Review closing documentation provided by USDA Rural Development and coordinate required items with Town Officials, Engineer, Local Attorney and Bond Counsel, as applicable.



- (3.14) Review loan closing documentation from Bond Counsel. Review provided documents from Town Officials, Engineer and Local Attorney as applicable.
- (3.15) Attend loan pre-closing/closing at Rural Development offices, Notary Public provided.
- (3.16) Provide final debt service figures for the financing. This includes principal payments and interest expense to be appropriated for the next fiscal year.
- (3.17) Coordinate the payoff of outstanding bond anticipation notes with bond/grant proceeds.

The charge for each Rural Development financing issue will be \$20,785 plus out-of-pocket expenses. If the financing is below \$1,000,000, then the charge will be \$7,685 plus out-of-pocket expenses. The fees quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

C OTHER

PART 4- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12

The above-referenced Section 240.15c2-12 requires the Town, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB)." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the Town's issue unless the broker has verified that the Town has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered for compliance will depend directly upon the amount and type of indebtedness incurred by the Town and will be billed at the firm's current hourly rate.

- (4.1) **FULL DISCLOSURE** - The Town is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the Town's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Town. The time estimate under the current configuration of Section 240.15c2-12 is approximately 25± hours.
- (4.2) **LIMITED DISCLOSURE** - The Town is required to, at a minimum, file certain annual financial information and operating data which is customarily prepared by the Town and is publicly available and a copy of the audited financial statements (if applicable) to MSRB's EMMA system. The Town must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Town, if the Town's



MUNICIPAL FINANCE

Dawn Piscioti

March 4, 2026

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total outstanding indebtedness, including the current issue, is less than \$10,000,000. The time estimate under the current configuration of Section 240.15c2-12 is approximately five hours each year.

- (4.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The Town is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the Town as "Events" occur.

PART 5- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148

The Supervisor of the Town will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Town Supervisor will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The Town must track the receipt of the issue proceeds, interest earned thereon, and payments made to the IRS, as agreed to by the Supervisor in the closing "Arbitrage Certificate" so that the issue remains exempt from, federal, state, and local income tax under §148 of the Tax Code.

The following items may be completed at the firm's current hourly rate, at the request of the Town Board or Town Officials under this portion of the contract:

- (5.1) **Determine Arbitrage Impact** on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.
- (5.2) **Track specific proceeds** of each issue, so the Town may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the Town on optional spending patterns.
- (5.3) Perform **Arbitrage Rebate/Penalty Analysis and calculations** to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (5.4) Assist in the completion of the **Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate"**, which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.



- (5.5) **Compile an audit trail document** showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the Town at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.
- (5.6) Assist in the preparation for, and **attend any worksessions** and/or meetings if and when an **IRS Audit** takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

PART 6- FINANCIAL MANAGEMENT SERVICES

The following representative items can be completed:

- (6.1) Create a **projected cash flow** for the project.
- (6.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (6.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (6.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (6.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (6.6) Assist in estimating appropriate **debt service budget** figures.
- (6.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.
- (6.8) Prepare **interim reports** concerning financial matters of the project.
- (6.9) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written follow-up and procedural suggestions for the physical handling of these instruments.
- (6.10) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, Bond Counsel and the Federal Reserve Bank in New York City.
- (6.11) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.



MUNICIPAL FINANCE

Dawn Piscioti

March 4, 2026

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Any time spent assisting the Town Board and Town Officials with the preparation of financial data or attending any meetings or public hearings in connection with the proposed capital project will be billed at the current hourly rate.

The charge for any Financial Management Services will be \$213 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

BILLINGS

All billings will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

- PART 1- BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE)** - Vouchers will be submitted after settlement of the Notes.
- PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE)** - Vouchers will be submitted after settlement of the Bonds.
- PART 3- UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) RURAL DEVELOPMENT LOAN AND GRANT PROGRAMS** - Vouchers may be submitted on a monthly basis.
- PART 4- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE** - Vouchers may be submitted on a monthly basis.
- PART 5- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION** - Vouchers may be submitted on a monthly basis.
- PART 6- FINANCIAL MANAGEMENT SERVICES** - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this March 4, 2026, letter of services will be at the rate of \$213 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

This agreement shall be effective as of the dated date and shall remain in effect until terminated by either party upon 30 days written notice. If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.



MUNICIPAL FINANCE

Dawn Piscioti

March 4, 2026

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Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.

Upon acceptance of this letter of services, please **sign and date**, retaining one signed copy for the official Town records, and **returning a signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Given the DRAFT Financial Plan (one Bond Anticipation Note and one Rural Development Bond) as well as Grant Administration for the basic capital project, we anticipate our total invoices not to exceed \$65,000. If the project changes, we may need to revisit this estimate.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at www.sec.gov/edgar/searchedgar/webusers.htm.

Bernard P. Donegan, Inc. represents that in connection with the issuance of municipal securities, we may receive compensation from the Municipality for services rendered which is contingent on the successful closing and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, we hereby represent that such fee structure may represent a potential conflict of interest regarding our ability to provide unbiased advice on such transaction. We manage and mitigate this potential conflict of interest by adherence to our fiduciary duty to all of our municipal entities.

If we become aware of any additional potential conflicts of interest after this disclosure, we will notify the Municipality in writing in a timely manner.

If you should have any questions concerning this letter of services, please contact us. We look forward to working with the Town on this project.

Very truly yours,

Jason M. Schwartz, CPA
President

JMS/kmm
Enclosures

I, Dawn Piscioti, Supervisor of the Town of Arcadia, have been authorized by a resolution dated March 10, 2026 to accept the Bernard P. Donegan, Inc. letter for Municipal Advisor Services as outlined above.

(Signed) _____

(Dated) _____

3/11/2024

TOWN OF ARCADIA

RESOLUTION AUTHORIZING EXECUTION OF LETTER FOR MUNICIPAL ADVISOR SERVICES

At a regular meeting of the Town Board of the Town of Arcadia, Wayne County, New York, held on the 10th day of March, 2026, the following were:

PRESENT: **Supervisor Piscioti**
Councilman Gerbig
Councilman Greco
Councilman VanLaeken

ABSENT: **Councilman Diamond**

The following resolution was offered by Councilman Greco, who moved its adoption, seconded by Councilman VanLaeken, to wit:

BE IT RESOLVED BY THIS TOWN BOARD AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Town of Arcadia.
- (2) Said firm shall be compensated for its services to be rendered in accordance with its letter of services dated March 4, 2026, in connection with the Town's proposed Southwest Quadrant Water Improvement Project.
- (3) The Supervisor is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.

The motion having been duly offered and seconded, the following votes were cast:

<u>Superviosr Piscioti</u>	voting	<u>Aye</u>
<u>Councilman Gerbig</u>	voting	<u>Aye</u>
<u>Councilman Greco</u>	voting	<u>Aye</u>
<u>Councilman VanLaeken</u>	voting	<u>Aye</u>
<u>Councilman Diamond</u>	voting	<u>Absent</u>



MUNICIPAL FINANCE

March 4, 2026

Dawn Piscioti
Supervisor
Town of Arcadia
201 Frey Street
Newark, NY 14513

Dear Dawn:

We are pleased to submit the following letter for Municipal Advisor services in connection with the Town's proposed Water District #18 Project and other financial matters.

The scope of our letter is divided into six parts:

A TEMPORARY FINANCING

PART 1 - Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement (\$1,000,000 or more).

B PERMANENT FINANCING

PART 2 - Sale of Registered Public Market Serial Bonds with an Official Statement (\$1,000,000 or more).

PART 3 - United States Department of Agriculture (USDA) Rural Development Loan and Grant Programs.

C OTHER

PART 4 - Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

PART 5 - IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.

PART 6 - Financial Management Services

BERNARD P. DONEGAN, INC.

345 WOODCLIFF DRIVE, 2ND FLOOR

FAIRPORT, NY 14450

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net



MUNICIPAL FINANCE

Dawn Piscioti

March 4, 2026

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A TEMPORARY FINANCING

PART 1- INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up** among Town Officials, Bond Counsel and, where appropriate, Project Engineer.
- (1.7) **Conduct the sale** and make a recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) numbers to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the Town Attorney, and Town Officials.
- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.



The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$10,518 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$5,170 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

B PERMANENT FINANCING

PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (2.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (2.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (2.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the **Official Statement for the public reoffering of issues of \$1,000,000 and more.**
- (2.4) Coordinate and provide **written follow-up** to Town Officials and Bond Counsel.
- (2.5) Compile the information required and make application on behalf of the Town for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (2.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (2.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.
- (2.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the Town Officials, Bond Counsel and selected bank.
- (2.9) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.



- (2.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (2.11) Prepare and file the **"Affidavit of Mailing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (2.12) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (2.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (2.14) Complete, have executed by Town Officials, and file the **"Debt Statement"** with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (2.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (2.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and the Town Clerk. Coordinate deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (2.17) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (2.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and Town Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (2.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the Town in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the Town.

The charge for each serial bond issue will be \$20,077 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$7,352 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.



**PART 3- UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) RURAL DEVELOPMENT
LOAN AND GRANT PROGRAMS**

The following items will be completed under this portion of the contract:

- (3.1) Assist Town Officials with completion of all required Pre-Application documentation as instructed by USDA Rural Development.
- (3.2) Submission of all required Pre-Application documents to USDA Rural Development.
- (3.3) Once a positive Notice of Pre-Application Review Action is received, attend meeting(s) with USDA Rural Development and Town Officials to review the preliminary funding information and Application requirements.
- (3.4) Coordinate documentation and form completion for full application with appropriate parties typically inclusive of Engineer, Local Attorney and Bond Counsel. Assist Town Officials with completion of all applicable forms required for full application documents.
- (3.5) Submit full application to USDA Rural Development.
- (3.6) Create an initial financing plan and prepare preliminary required maturity schedules complying with the restrictions of Sections 21.00 of the Local Finance Law and USDA Rural Development requirements.
- (3.7) Advise the Town as to when the loan and/or grant settlement may take place with the USDA Rural Development. Plan the maturity dates recognizing the Town's fiscal year and timing of revenue.
- (3.8) Attend meeting(s)/conference call(s) as necessary to coordinate final financing plan and final documentation requirements.
- (3.9) Provide final maturity schedule to Bond Counsel (compliance with their interpretation of Essentially Level Debt required).
- (3.10) Pursuant to Municipal Securities Rulemaking Board ("MSRB") regulations, coordinate the final approval of the financing plan, maturity schedule, terms and conditions with Town Officials.
- (3.11) Coordinate Final Form E for bond closing process.
- (3.12) Coordinate the loan closing with USDA Rural Development Officials, Bond Counsel and Town Officials.
- (3.13) Review closing documentation provided by USDA Rural Development and coordinate required items with Town Officials, Engineer, Local Attorney and Bond Counsel, as applicable.



- (3.14) Review loan closing documentation from Bond Counsel. Review provided documents from Town Officials, Engineer and Local Attorney as applicable.
- (3.15) Attend loan pre-closing/closing at Rural Development offices, Notary Public provided.
- (3.16) Provide final debt service figures for the financing. This includes principal payments and interest expense to be appropriated for the next fiscal year.
- (3.17) Coordinate the payoff of outstanding bond anticipation notes with bond/grant proceeds.

The charge for each Rural Development financing issue will be \$20,785 plus out-of-pocket expenses. If the financing is below \$1,000,000, then the charge will be \$7,685 plus out-of-pocket expenses. The fees quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

C OTHER

PART 4- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12

The above-referenced Section 240.15c2-12 requires the Town, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB")." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the Town's issue unless the broker has verified that the Town has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered for compliance will depend directly upon the amount and type of indebtedness incurred by the Town and will be billed at the firm's current hourly rate.

- (4.1) **FULL DISCLOSURE** - The Town is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the Town's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Town. The time estimate under the current configuration of Section 240.15c2-12 is approximately 25± hours.
- (4.2) **LIMITED DISCLOSURE** - The Town is required to, at a minimum, file certain annual financial information and operating data which is customarily prepared by the Town and is publicly available and a copy of the audited financial statements (if applicable) to MSRB's EMMA system. The Town must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Town, if the Town's



total outstanding indebtedness, including the current issue, is less than \$10,000,000. The time estimate under the current configuration of Section 240.15c2-12 is approximately five hours each year.

- (4.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The Town is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the Town as "Events" occur.

PART 5- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148

The Supervisor of the Town will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Town Supervisor will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The Town must track the receipt of the issue proceeds, interest earned thereon, and payments made to the IRS, as agreed to by the Supervisor in the closing "Arbitrage Certificate" so that the issue remains exempt from federal, state, and local income tax under §148 of the Tax Code.

The following items may be completed at the firm's current hourly rate, at the request of the Town Board or Town Officials under this portion of the contract:

- (5.1) **Determine Arbitrage Impact** on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.
- (5.2) **Track specific proceeds** of each issue, so the Town may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the Town on optional spending patterns.
- (5.3) Perform **Arbitrage Rebate/Penalty Analysis and calculations** to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (5.4) Assist in the completion of the **Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate"**, which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.



- (5.5) **Compile an audit trail document** showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the Town at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.
- (5.6) Assist in the preparation for, and **attend any worksessions** and/or meetings if and when an **IRS Audit** takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

PART 6- FINANCIAL MANAGEMENT SERVICES

The following representative items can be completed:

- (6.1) Create a **projected cash flow** for the project.
- (6.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (6.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (6.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (6.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (6.6) Assist in estimating appropriate **debt service budget** figures.
- (6.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.
- (6.8) Prepare **interim reports** concerning financial matters of the project.
- (6.9) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written follow-up and procedural suggestions for the physical handling of these instruments.
- (6.10) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, Bond Counsel and the Federal Reserve Bank in New York City.
- (6.11) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.



MUNICIPAL FINANCE

Dawn Piscioti

March 4, 2026

Page 9 of 11

Any time spent assisting the Town Board and Town Officials with the preparation of financial data or attending any meetings or public hearings in connection with the proposed capital project will be billed at the current hourly rate.

The charge for any Financial Management Services will be \$213 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

BILLINGS

All billings will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

PART 1- BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE) - Vouchers will be submitted after settlement of the Notes.

PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE) - Vouchers will be submitted after settlement of the Bonds.

PART 3- UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) RURAL DEVELOPMENT LOAN AND GRANT PROGRAMS - Vouchers may be submitted on a monthly basis.

PART 4- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE - Vouchers may be submitted on a monthly basis.

PART 5- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION - Vouchers may be submitted on a monthly basis.

PART 6- FINANCIAL MANAGEMENT SERVICES - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this March 4, 2026, letter of services will be at the rate of \$213 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

This agreement shall be effective as of the dated date and shall remain in effect until terminated by either party upon 30 days written notice. If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.



MUNICIPAL FINANCE

Dawn Piscioti

March 4, 2026

Page 10 of 11

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.

Upon acceptance of this letter of services, please **sign and date**, retaining one signed copy for the official Town records, and **returning a signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Given the DRAFT Financial Plan (one Bond Anticipation Note and one Rural Development Bond) as well as Grant Administration for the basic capital project, we anticipate our total invoices not to exceed \$65,000. If the project changes, we may need to revisit this estimate.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at www.sec.gov/edgar/searchedgar/webusers.htm.

Bernard P. Donegan, Inc. represents that in connection with the issuance of municipal securities, we may receive compensation from the Municipality for services rendered which is contingent on the successful closing and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, we hereby represent that such fee structure may represent a potential conflict of interest regarding our ability to provide unbiased advice on such transaction. We manage and mitigate this potential conflict of interest by adherence to our fiduciary duty to all of our municipal entities.

If we become aware of any additional potential conflicts of interest after this disclosure, we will notify the Municipality in writing in a timely manner.

If you should have any questions concerning this letter of services, please contact us. We look forward to working with the Town on this project.

Very truly yours,

Jason M. Schwartz, CPA
President

JMS/jam
Enclosures

I, Dawn Piscioti, Supervisor of the Town of Arcadia, have been authorized by a resolution dated March 10, 2026 to accept the Bernard P. Donegan, Inc. letter for Municipal Advisor Services as outlined above.

(Signed) _____



(Dated) _____

3/11/2024

TOWN OF ARCADIA

RESOLUTION AUTHORIZING EXECUTION OF LETTER FOR MUNICIPAL ADVISOR SERVICES

At a regular meeting of the Town Board of the Town of Arcadia, Wayne County, New York, held on the 10th day of March, 2026, the following were:

PRESENT: **Supervisor Piscioti**
Councilman Gerbig
Councilman Greco
Councilman VanLaeken

ABSENT: **Councilman Diamond**

The following resolution was offered by Councilman Gerbig, who moved its adoption, seconded by Councilman Greco, to wit:

BE IT RESOLVED BY THIS TOWN BOARD AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Town of Arcadia.
- (2) Said firm shall be compensated for its services to be rendered in accordance with its letter of services date March 4, 2026, in connection with the Town's proposed Water District #18 Project.
- (3) The Supervisor is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.

The motion having been duly offered and seconded, the following votes were cast:

<u>Superviosr Piscioti</u>	voting <u>Aye</u>
<u>Councilman Gerbig</u>	voting <u>Aye</u>
<u>Councilman Greco</u>	voting <u>Aye</u>
<u>Councilman VanLaeken</u>	voting <u>Aye</u>
<u>Councilman Diamond</u>	voting <u>Absent</u>

NYTCA 2026 CONFERENCE MAIL-IN REGISTRATION FORM

CONFERENCE PACKAGE OPTIONS FOR NYSTCA MEMBERS ONLY. NON-MEMBERS MUST REGISTER ONLINE!	PACKAGE
FULL CONFERENCE: \$562.00 * * *	\$ 562.00
Includes: Conference Registration, Sunday Mixer, Monday, Tuesday, Wednesday Breakfasts, Monday, Tuesday, Wednesday Lunches, morning and afternoon breaks and Tuesday Banquet.	
Select one Banquet Meal Choice:	
☐ Roasted NY Sirloin of Beef -sliced sirloin, semi-glaze, potato Provençale	
☐ Chicken Normande-boneless chicken breast, herbed apple stuffing, sauce Supreme, oven roasted rosemary new potatoes	
☐ Salmon Picatta-Atlantic salmon fillet, lemon caper beurre blanc, saffron rice	
☐ Oven Roasted Vegetable Strudel-seasonal herbed vegetables wrapped in phyllo, roasted red pepper coulis, herbed cous cous	
FULL CONFERENCE: \$410.00 WITHOUT EVENING EVENTS COMMUTERS ONLY	\$
Includes: Conference Registration, Monday, Tuesday, Wednesday Breakfasts, Monday, Tuesday, Wednesday Lunches, and morning and afternoon breaks	
TWO-DAY PACKAGE #1 SUNDAY – TUESDAY: \$397.00	\$
Includes: Conference Registration, Sunday Mixer, Monday and Tuesday Breakfasts, Monday and Tuesday Lunches and morning and afternoon breaks.	
TWO-DAY PACKAGE #2 MONDAY – WEDNESDAY \$449.00	\$
Includes: Conference Registration, Tuesday and Wednesday Breakfasts, Monday, Tuesday, Wednesday Lunches, morning and afternoon breaks and Tuesday Banquet.	
MONDAY-TUESDAY COMMUTER PACKAGE #1: \$323.00 COMMUTERS ONLY	\$
Includes: Conference Registration, Monday, and Tuesday Breakfasts, Monday and Tuesday, Lunches, and morning and afternoon breaks. (includes breakfast 7:00 – 8:15 AM)	
MONDAY-TUESDAY COMMUTER PACKAGE #2 \$246.00 COMMUTERS ONLY	\$
Includes: Conference Registration, Monday and Tuesday, Lunches, and morning and afternoon breaks. (no breakfast or Tuesday Banquet included)	
ONE DAY REGISTRATION: \$150.00	\$
Includes: Conference Registration, Lunch, and morning and afternoon breaks	
TUESDAY BANQUET ONLY: \$78.00	\$
Select one Banquet Meal Choice:	
☐ Roasted NY Sirloin of Beef -sliced sirloin, semi-glaze, potato Provençale	
☐ Chicken Normande-boneless chicken breast, herbed apple stuffing, sauce Supreme, oven roasted rosemary new potatoes	
☐ Salmon Picatta-Atlantic salmon fillet, lemon caper beurre blanc, saffron rice	
☐ Oven Roasted Vegetable Strudel-seasonal herbed vegetables wrapped in phyllo, roasted red pepper coulis, herbed couscous	
EXTRAS	
ATHENIAN DIALOGUE: \$50.00	\$
NOTARY CLASS: \$65.00 * * *	\$ 65.00
MONDAY NIGHT EVENT: COMEDY CLUB: \$65.00	\$
Please note any food allergies.	
AMOUNT DUE TO NYSTCA	\$

* Madysen Vacchetta, Deputy Clerk

Town of Arcadia

Receiver of Taxes

201 Frey St

Newark NY 14513

315-331-2088

taxcollector@townofarcadiany.gov

February 11, 2026

Arcadia Town Supervisor
Arcadia Town Board

Effective April 30, 2026 I will be resigning my elected position as the Town of Arcadia Tax receiver and retiring due to health/medical reasons.

I have appreciated and enjoyed the opportunity to work for the Town of Arcadia and working for the taxpayers for many years and will miss being a part of the town staff.

Thank you.

Yours truly,

Sharon A VerHeecke

Sharon VerHeecke
Receiver of Taxes
Encl:



OFFICE OF THE TAX RECEIVER TOWN OF ARCADIA

201 Frey Street
Newark, NY 14513
PH: 315-331-2088 - Fax: 315-332-8025
taxreceiver@townofarcadia.org

March 10, 2026

I, Sharon VerHeecke, would like the people listed below to be given \$ 100.00 out of my Budget for the help I received during Tax Season. Such as mailing, taking payments and running to the bank for her for the deposits.

Terresa Vastbinder
Madyson Vacchetto
Marsha Williams
Hope Bush

Sincerely

Sharon VerHeecke

From the Bookkeeper:

This, will be done in Payroll # 6, March 25, 2026 using fund # A1355.12 and the following will be done to pay the Assessor fund back:

BUDGET JOURNAL Entry will need to be made

Debit – A1330.4

Credit – A1355.12

This will pay back the money that was taken from account # A1355.12 and charge account # A1330.4

March 2, 2026

Dawn Piscotti, Supervisor
Town of Arcadia
201 Frey St.
Newark, NY 14513

Dear Supervisor Piscotti:

As I am sure you have heard, I am retiring from Wayne County Public Health effective March 28, 2026. My last working day is Friday March 27, 2026.

In order to collect my retirement, I have recently learned I am required to resign from all public service employment as per the NYS Retirement System. Unfortunately, that means I will need to resign from the Health Officer position. My last day will be March 27, 2026.

I have also learned that I am able to return to public service employment after a brief period of time, I believe at least one month. Therefore, if you would like me to return as the Town of Arcadia's Health Officer I would be happy to do so. Please just let me know.

It has been a joy to serve as your Health Officer in the limited amount of time that I have done so.

Respectfully,

A handwritten signature in blue ink that reads "Diane M. Devlin". The signature is fluid and cursive, with the first name "Diane" being more prominent than the last name "Devlin".

Diane M. Devlin RN, MS, BSN

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 2/2/2026

1a. Delivered by: US Mail

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York: (counties of Kings, New York, Bronx, Queens and Richmond):

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal
☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: Town of Arcadia

Applicant/Licensee Information:

4. Licensee License ID (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: EGQ Enterprises, Inc

6. Trade Name (if any): Rose City Drive In

7. Street Address of Establishment: 5418 Route 31 West

8. City, Town or Village: Newark, NY Zip Code: 14513

9. Business Telephone Number of applicant/ Licensee: 315-573-4525

10. Business E-mail of Applicant/Licensee: paul@rosecitydrivein.com

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☒ Wine, Beer & Cider ☐ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Legitimate Theater or Concert Hall

☒ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke

14. Method of Operation: (check all that apply)
☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): _____

15. Licensed Outdoor Area: (check all that apply)
☐ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure

☐ Sidewalk Cafe ☒ Other (specify): Drive In Theater and Concert Grounds

16. List the floor(s) of the building that the establishment is located on: Ground

... List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and ID number of the licensee:

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21. Does the applicant or licensee own the building in which the establishment is located? ☒ Yes (if YES, SKIP 23-26) ☐ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Paul Cole

23. Building Owner's Street Address: 429 Grace Avenue

24. City, Town or Village: Newark State: NY Zip Code: 14513

25. Business Telephone Number of Building Owner: 315-573-4525

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Paul Cole Title: President

Principal Signature:

Date: 2/2/2026