

**TOWN OF MENDON**  
**Town Board Agenda – Tentative**  
**Wednesday, December 28, 2022 – 7:00PM**  
**167 North Main Street**  
**Honeoye Falls, NY**

**REGULAR MEETING**

1. Call to Order
2. Pledge of Allegiance
3. Agenda
4. Public Comment
5. Budget Transfers
6. Vouchers
7. Joint Municipality Sanitary Sewer Easement
8. Request For Proposals (2) Furnace Replacements
9. Mendon Highway Generator Repair
10. Public Comment
11. Adjournment

**TENTATIVE LIST OF POSSIBLE RESOLUTIONS TO BE CONSIDERED AT THE:**

**December 28, 2022, Regular Town Board Meeting**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. AGENDA**

**(Resolution 22-\_\_\_)**

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to adopt the agenda as presented OR with the following amendment(s).

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

**4. PUBLIC COMMENT**

**5. BUDGET TRANSFERS/ADJUSTMENTS**

**(Resolution 22-\_\_\_)**

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to approve the following budget adjustments:

From: DA5140.1	Roadside Mow	\$3,675.00
To: DA5130.4	Machinery	\$3,675.00
From: A7120.2	Semmel Equipment	\$1,093,111.51
To: A9950.9	Capital Projects	\$1,093,111.51
From: A7120.2	Semmel Equipment	\$122,000.00
To: NY-01-1255-001	Reserves	\$122,000.00

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

**6. VOUCHERS**

**General Abstract**

**(Resolution 22-\_\_\_)**

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to approve all claims on vouchers numbered 22-907 to 22-941, on General Abstract 22-12(B), in the amount of \$301,725.66

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

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*This is a tentative list only and provided as a courtesy for reference purposes during the meeting. Items may be added, deleted, and/or altered as the Town Board sees fit. No guarantee is made nor implied that these resolutions will be considered. This document is in no way representative of the minutes of the referenced meeting.*

## **Library Abstract**

Library vouchers numbered 22-183 to 22-203, on Library Abstract 22-12(B), in the amount of \$16,734.03 were presented to the Town Board for payment.

## **7. JOINT MUNICIPALITY SANITARY SEWER EASEMENT**

### ***(Resolution 22-\_\_\_)***

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to authorize the Mendon Town Supervisor to sign the Joint Municipality Sanitary Sewer Agreement with the Town of Pittsford. The site in Lot 4, Township 11, Range 5 of the Phelps & Gorham Purchase, Pittsford Mendon Road in the Town of Mendon as shown on Plat 1 & 2, project #0663-21, revised 9.2.2022

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

## **8. REQUEST FOR PROPOSALS (2) FURNACE REPLACEMENTS**

### ***(Resolution 22-\_\_\_)***

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to authorize the Supervisor to distribute RFP's for Two Furnace replacements. One unit at the Mendon Town Hall, upstairs, north room. One unit at the Mendon Community Center, upstairs, main room. Both furnaces are over 20 years old. As per the Mendon Procurement Policy.

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

## **9. MENDON HIGHWAY GENERATOR REPAIR**

### ***(Resolution 22-\_\_\_)***

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to approve proposal from Commercial Power Systems for a new transfer switch for the generator located at the Highway Garage. Not to exceed \$3,675.00 from account number DA5130.4

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

## **10. PUBLIC COMMENT**

## **11. ADJOURNMENT**

### ***(Resolution 22-\_\_\_)***

A motion was made by Mr/s. \_\_\_\_\_, seconded by Mr/s. \_\_\_\_\_, to adjourn the meeting at \_\_\_\_\_ PM.

Adopted/Defeated: Mrs. Carroll, Aye/Nay; Mr. Dubois, Aye/Nay; Mr. Rosiek, Aye/Nay; Mrs. Jenkins, Aye/Nay; Mr. Moffitt, Aye/Nay.

*Numbers correspond with Tentative Agenda.*

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**2022-12B**

**GENERAL ABSTRACT  
No. 22-907 to No. 22-941**

**TOTAL            \$301,725.66**

**LIBRARY ABSTRACT  
No. 22-183 to No. 22-203**

**TOTAL            \$16,734.03**

**Abstract of General Vouchers 22-12B**

907	Bassette, Danny	A1610.41	\$ 400.00	
		B1900.400	\$ 190.00	\$ 590.00
908	Bates, James & Associates	DB5112.4		\$ 1,400.00
909	Blair Supply	A5132.4	\$ 72.22	
		DB5110.4	\$ 1,132.40	\$ 1,204.62
910	Bonadio & Co., LLP	A1310.401		\$ 560.00
911	Caledonia Diesel	DA5130.4		\$ 165.30
912	Charter Communications	A1610.41	\$ 249.99	
		A1620.405	\$ 514.65	
		A5132.413	\$ 89.99	\$ 854.63
913	Commercial Power Systems	A5132.4		\$ 175.00
914	Crystal Rock	A1670.401		\$ 11.99
915	Donegan, Bernard P., Inc.	A1310.401		\$ 292.50
916	Excellus	A9060.8	\$ 305.28	
		B9060.8	\$ 114.94	
		DA9060.8	\$ 416.70	
		DB9060.8	\$ 417.59	
		L9060.8	\$ 31.80	\$ 1,286.31
917	Excellus	TA20		\$ 938.56
918	Excellus	A9060.8	\$ 1,924.45	
		B9060.8	\$ 1,741.17	
		DA9060.8	\$ 5,539.66	
		DB9060.8	\$ 6,020.30	
		L9060.8	\$ 610.94	\$ 15,836.52
919	Excellus	TA20		\$ 5,501.54
920	Finger Lakes/Castle	A5132.4		\$ 131.90
921	Flaherty's	B7610.404		\$ 1,593.60
922	Grainger, W. W.	DB5110.4		\$ 50.28
923	Grizzly Graphics Outfitters	A5010.45		\$ 2,069.25
924	Hanson Aggregates	H7150.4		\$ 4,270.30
925	Higher Informaton Group	B1900.400		\$ 16.52
926	JGF Funding	A1670.403	\$ 106.75	
		B1900.400	\$ 248.64	\$ 355.39
927	MVP	A9060.8	\$ 1,126.66	
		B9060.8	\$ 292.64	
		DA9060.8	\$ 1,170.56	\$ 2,589.86
928	MVP	TA20		\$ 302.64
929	Monroe County Clerk	A1355.410		\$ 33.80
930	Morgan Rubbish Removal Inc	A5132.4		\$ 136.70
931	NOCO Energy Corp.	DB5110.4		\$ 783.68
932	National Fuel	A1620.407	\$ 633.07	
		A1620.414	\$ 66.89	
		A162.418	\$ 230.94	\$ 930.90
933	R.G. & E.	B5182.4	\$ 870.39	
		SL5182.403	\$ 836.87	\$ 1,707.26
934	Radiomax Communications	A5132.413		\$ 456.00
935	Schreiber, Ben	A5020.400		\$ 249.70
936	Spok, Inc.	A5132.413		\$ 3.62
937	Sunoco LP	DB5110.4		\$ 875.61
938	Verizon Connect	A5132.413		\$ 178.09
939	Victor Power	DA5130.4	\$ 20.95	
		DB5140.4	\$ 51.68	\$ 72.63
940	Way, Scott	A5020.400		\$ 207.35
941	Whitney East, Inc.	H7150.4		\$ 255,893.61
	TOTAL			\$ 301,725.66

**ABSTRACT OF LIBRARY VOUCHERS 2022-12b**

Number	Vendor	Acct.	Acct. Amt.	Total Amt.
✓ 183	Amazon Capital Services	7410.410		\$ 39.98
✓ 184	Baker & Taylor	7410.400		\$ 196.11
✓ 185	Barnes & Noble	7410.401		\$ 221.15
✓ 186	Bowers, Linda	7410.409		\$ 365.00
✓ 187	Brodart Co.	7410.401		\$ 633.34
✓ 188	BXI Consultants	7410.440		\$ 3.99
✓ 189	DeLage Landen Financial Services	7410.440		\$ 129.59
✓ 190	DeVille Catalano, Jennifer	7410.409		\$ 60.00
✓ 191	Ferrigno, Michelle	7410.427		\$ 61.25
✓ 192	Findaway	7410.401		\$ 102.93
✓ 193	Frontier	7410.420		\$ 241.70
✓ 194	HP	7410.230		\$ 7,901.76
✓ 195	Monroe County Library System	7410.410		\$ 115.00
✓ 196	National Fuel	7410.450		\$ 422.44
✓ 197	Overdrive, Inc.	7410.405		\$ 392.99
✓ 198	Paganelli, Kelly	7410.427		\$ 66.25
✓ 199	Shanks Enterprises, Inc.	7410.450		\$ 118.11
✓ 200	Stockman-Broadbent, Meredith	7410.409		\$ 200.00
✓ 201	Sweet & Cute Sweets	7410.409		\$ 150.00
✓ 202	Tri-Delta Resources	7410.200	\$ 1,178.00	\$ 5,178.00
		7410.210	\$ 4,000.00	
203	W.B.Mason Co.	7410.410		\$ 134.44
			Total	\$ 16,734.03

**JOINT MUNICIPALITY  
SANITARY SEWER EASEMENT**

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the “Grantor”: BRW of Greece, LLC having an address of 45 East Avenue, Rochester, New York, 14604, AND BOTH “Grantees”: The Town of Mendon, a municipal corporation with their principal office at 16 West Main Street, Honeoye Falls, New York, 14472, AND The Town of Pittsford, a municipal corporation with their principal office at 11 South Main Street, Pittsford, New York, 14534.

This Joint Municipality Sanitary Sewer Easement is prepared in accordance to the terms and conditions of the inter-municipal agreement entitled “Sewer Transmission Agreement and Maintenance Contract” between the Town of Mendon and the Town of Pittsford, dated September 22, 2006. In summary this inter-municipal agreement allows the Grantor to construct a sanitary sewer extension in Mendon and requires said sanitary sewer improvements be dedicated to the Town of Mendon for ownership, operation, and upkeep. For the duration of the agreement, the Town of Pittsford will act as an Agent for Mendon for the initial inspection, operation, and maintenance of said sanitary sewer improvements.

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) (WAIVED), lawful money of the United States, paid by the Grantees, the receipt whereof is hereby acknowledged, hereby grants to the Grantees a permanent easement through, over and under lands of the Grantor described in “Schedule A” and illustrated on map “Exhibit B”, attached hereto and made a part hereof.

This easement is granted upon the following express conditions.

1. The Grantees and its agents, employees and contractors may at any time enter upon the whole or any portion of the permanent easement area described above, at or below ground level, for the purposes of inspecting, constructing, laying and placing sewer mains, lateral connections and associated appurtenances for sanitary sewage and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same, which construction and maintenance is for the benefit of the Grantees and the sewer systems maintained by both municipalities.

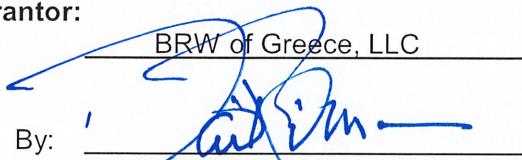
2. Any sanitary sewer facility or facilities located within said easement that are placed or are to be constructed therein shall require joint municipal approval by both Grantees and shall hereafter be and remain the property of the Grantee, the Town of Mendon, their successors and assigns.
3. The Grantor and the Grantor's heirs, successors and/or assigns in interest will not construct install and/or maintain any buildings, plantings or other obstructions within the boundaries of said easement, except for the provision for fences as herein described, but reserves the right to plant and maintain, lawn and/or flowers on the lands in which this permanent easement is granted, provided, however, that when it is necessary for the Grantees to enter thereon for construction, maintenance, repair, replacement, enlargement or improvements of any part thereof, the Grantees may do so and will repair or replace any lawn and/or flowers of the Grantor which it has removed or damaged, at its expense, in as reasonably good condition as before, insofar as it is feasible or reasonable to make such repair and/or replacement. Further, the Grantees may at any time remove any obstructions from the area of this easement, which the Grantees reasonably determine are interfering with the operation or maintenance of any part thereof, without any liability to the Grantees.
4. The Grantor and the Grantor's heirs, successors and/or assigns in interest, upon application to and approval in writing by the Commissioner of Public Works for both municipal Grantees, may construct and maintain fences, in accordance with the Mendon Town Code, within this Joint Municipal Sanitary Sewer Easement. Said fences shall be subject to conditions prescribed by the Commissioner of Public Works for both municipal Grantees. The Grantees will not be responsible for any damage to or maintenance of fences within the easement area nor do the Grantees relinquish any rights contained herein by allowing fences within the easement.
5. The Grantor and the Grantor's heirs, successors and assigns in interest, releases the Grantees from any and all damages resulting from the construction or maintenance of this easement, including any decrease in the value of the lands in which the Grantees are granted this easement and/or the lands adjacent thereto, except damages to the Grantor and/or third parties for the actual negligence of the Grantees in the exercise of the Grantees' rights hereunder.
6. The lands of the Grantor adjacent to the land described in Schedule A hereto attached in which the Grantees have acquired this easement is not relieved by reason of the grant thereof from the obligation to pay whatever sewer charges or district fees as may be annually assessed and levied on such adjacent land by the Grantees pursuant to the powers conferred by statute.



7. The Grantor covenants that the Grantees shall quietly enjoy this easement and will forever warrant the title to the same.
  
8. The Grantor and the Grantor's heirs, successors and assigns in interest, reserves the full use and enjoyment of the premises hereby conveyed and the rights of ingress and egress over the same to their lands, except for the purposes herein granted to the Grantees.
  
9. This easement shall be binding upon and inure to the benefit of the respective distributees, legal representatives, successors in office, and assigns of the parties.

IN WITNESS WHEREOF, the parties herein have caused this instrument to be signed on the day and year set forth below.

**Grantor:**

  
 \_\_\_\_\_  
 BRW of Greece, LLC  
 By: \_\_\_\_\_  
 David Riedman - Managing Member

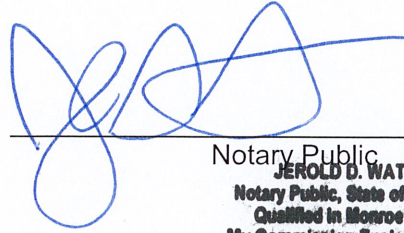
**Grantees:**

\_\_\_\_\_ AND \_\_\_\_\_  
 Town of Mendon  
 By: \_\_\_\_\_  
 John D. Moffitt  
 Town Supervisor

\_\_\_\_\_ AND \_\_\_\_\_  
 Town of Pittsford  
 By: \_\_\_\_\_  
 William A. Smith, Jr.  
 Town Supervisor

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the 20<sup>th</sup> day of December, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared David Riedman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public  
**JEROLD D. WATKINS**  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 1-31-26

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Moffitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Smith, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Property Address: Pittsford Mendon Road (Vacant Parcels on East Side of Road)

Tax Account Numbers: 192.04-01-12 and 192.04-01-13

## Schedule A

### Description of a Proposed Joint Municipality Sanitary Sewer Easement to Town of Mendon & Town of Pittsford

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot 4, Township 11, Range 5 of the Phelps & Gorham Purchase, Pittsford Mendon Rd in the Town of Mendon, County of Monroe, and State of New York, as shown on the drawings entitled "Subdivision Plat (1 & 2)" prepared by Marathon Engineering, having project number 0662-21, drawing numbers C2.0 & C2.1 and last revised 09/02/22, being more particularly bounded and described as follows:

#### SA-1

Beginning at a point on the northern Right-of-Way (ROW) line of Mendon Green Lane, said point being the southwestern property corner of Lot 10; thence

1. Along said ROW on a curve to the left having a radius of 1080.00 feet a distance of 15.00 feet, thence
2. N 03° 41' 10" E, a distance of 164.07 feet to a point; thence
3. N 39° 03' 03" E, a distance of 125.53 feet to a point on the southern property line of lands N/F of Riedman Acquisitions, LLC; thence
4. Along said property line N 88° 04' 32" E, a distance of 34.89 feet; thence
5. S 05° 18' 36" E, a distance of 5.23 feet to a point; thence
6. S 39° 03' 03" W, a distance of 135.11 feet to a point; thence
7. S 03° 41' 10" W, a distance of 154.50 feet to the beginning of a non-tangential curve on the northern ROW line of Mendon Green Lane; thence
8. Along said ROW on a curve to the left having a radius of 1080.00 feet, a distance of 15.00 feet to the point or place of beginning.

Intending to describe a sanitary easement to the Town of Mendon and the Town of Pittsford.

#### SA-2

Commencing at a point on the southern ROW of Mendon Green Lane, at the intersection of station point=4+64.17, said point being the point or place of beginning; thence

1. S 68° 43' 12" E, a distance of 87.10 feet to the beginning of a curve; thence
2. Along a curve to the left having a radius of 380.00 feet, a distance of 279.04 feet to the beginning of a non-tangential compound curve; thence
3. Along a curve to the right having a radius of 1020.00 feet, a distance of 699.90 feet to the beginning of a non-tangential compound curve; thence
4. Along a curve to the right having a radius of 35.00 feet, a distance of 31.01 feet to the beginning of a non-tangential compound curve; thence
5. Along a curve to the left having a radius of 70.00 feet, a distance of 2.69 feet; thence

6. N 69° 37' 08" W a distance of 75.73 feet to a point; thence
7. N 80° 11' 49" W, a distance of 214.72 feet to a point; thence
8. S 88° 46' 08" W, a distance of 172.23 feet to a point; thence
9. S 77° 07' 01" W, a distance of 182.46 feet to a point; thence
10. S 73° 46' 17" W, a distance of 166.64 feet to a point; thence
11. S 86° 26' 09" W, a distance of 82.06 feet to a point; thence
12. N 73° 29' 14" W, a distance of 266.76 feet to a point; thence
13. N 16° 30' 46" E, a distance of 16.29 feet to the beginning of a curve; thence
14. Along a curve to the right having a radius of 120.00 feet, a distance of 44.15 feet to the point or place of beginning.

Intending to describe a Sanitary Easement to the Town of Mendon and the Town of Pittsford.

**SA-4**

Beginning at a point on the ROW of Mendon Green Lane around the cul-de-sac, said point being the common property corner of Lots 16 & 17, said point also being the point or place of beginning; thence

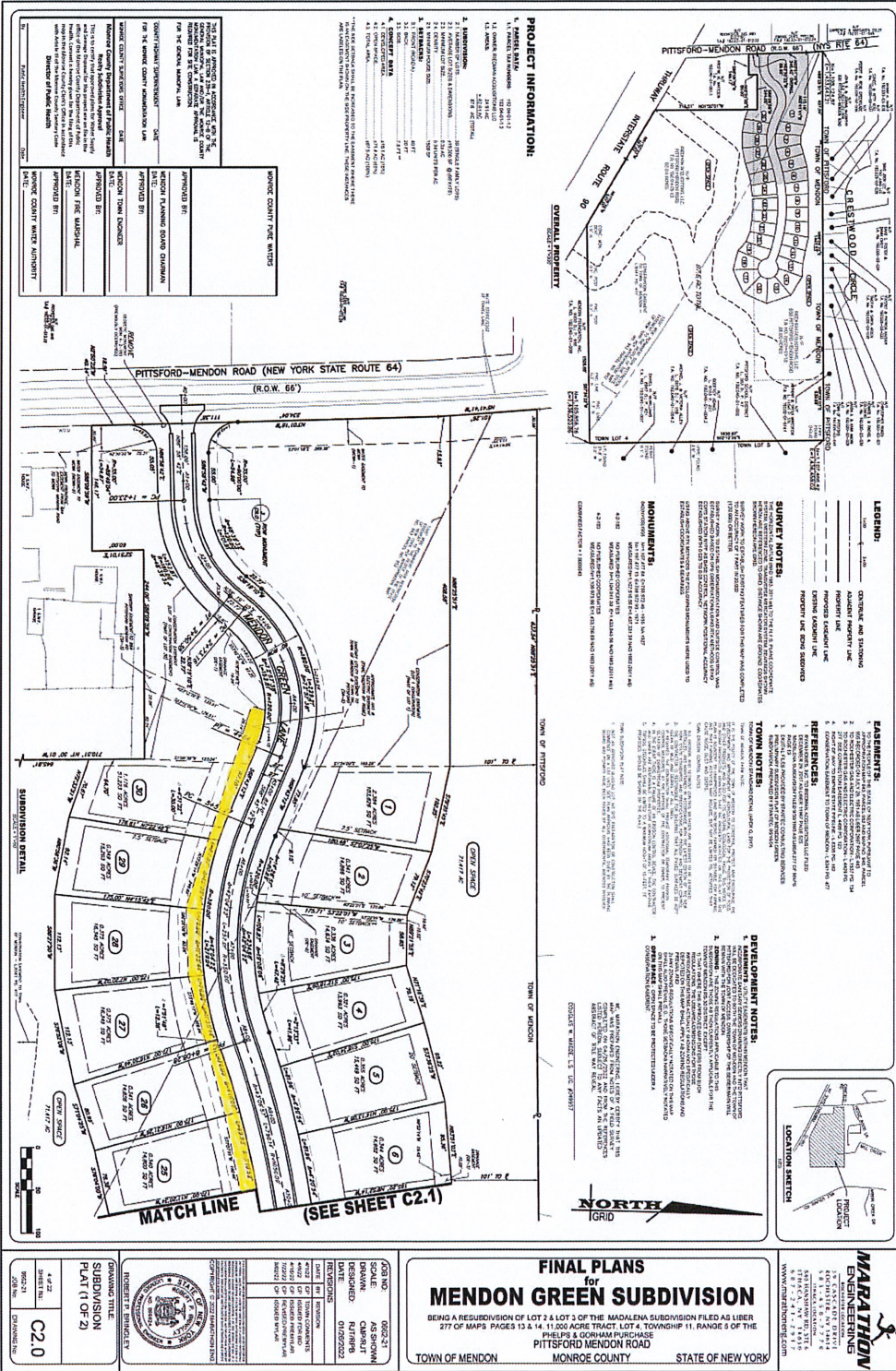
1. Along said ROW on a curve to the left having a radius of 70.00 feet, a distance of 18.17 feet to a point of intersection with a non-tangential line; thence
2. S 69° 35' 06" E, a distance of 1.83 feet to a point; thence
3. S 20° 24' 54" W, a distance of 30.00 feet to a point; thence
4. N 69° 35' 06" W, a distance of 13.69 feet to the beginning of a non-tangential curve; thence
5. Along curve to the left having a radius of 70.00 feet, a distance of 14.39 feet to the point or place of beginning.

Intending to describe a Sanitary Easement to the Town of Mendon and the Town of Pittsford.

# Exhibit B

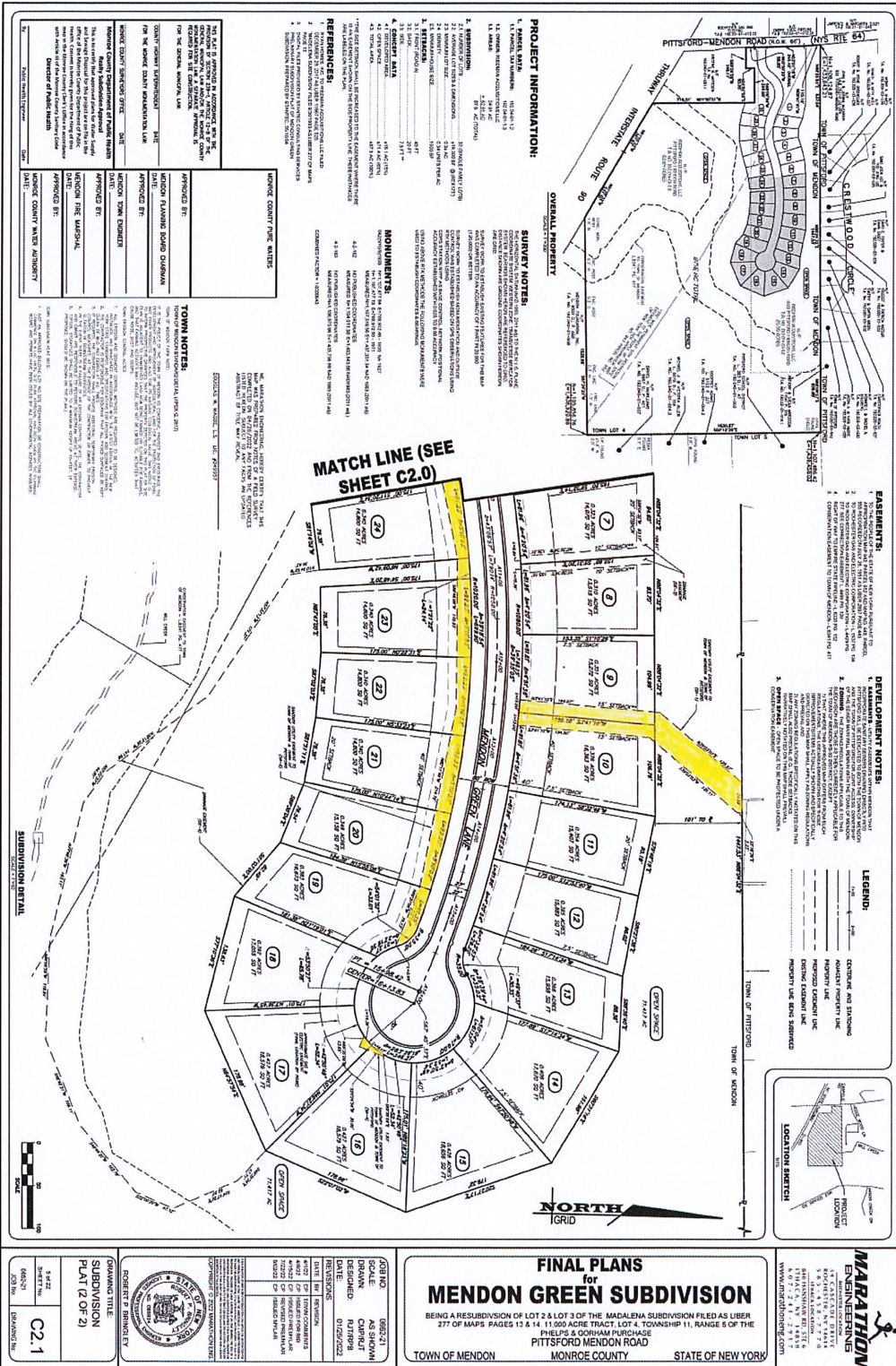
## Easement Map page 1

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# Easement Map page 2

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# Proposal # 122122BC1

Commercial Power Systems  
 1127 Corporate Drive East  
 Farmington, NY 14425  
 Phone 585-421-0203  
[www.CPSgenerators.com](http://www.CPSgenerators.com)



Prepared by Brian Cronin

**CUSTOMER NUMBER: 2632**

**To:**  
 Mendon Highway Department  
 101 Semmel Road  
 Honeoye Falls, NY 14472  
 Art Morrell

**Service Location:**  
 Same as billing

Email: [mechanics@townofmendon.org](mailto:mechanics@townofmendon.org)

PROPOSAL DATE	SOLUTION	PO NUMBER	F.O.B POINT	TERMS
12/21/2022	Generator Repair		PPD	Full Payment Due Upon Completion

QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Lot	Service call.	\$175.00	\$175.00
1	Lot	Furnish and install new transfer switch contactor assembly. Includes parts and labor.	\$3,500.00	\$3,500.00

*AS 132.4* →

Customer Acceptance		Sub Total	\$3,675.00
<p><b>PAYMENT TERMS:</b> You agree to pay one hundred percent (100%) of the total contract price as final payment at the time of project completion. <b>INSTALLATION:</b> CPS will install the equipment listed on this contract in a workman like manner, per all local electrical, plumbing, and building codes and per manufactures' recommendations. <b>LIMITED LIABILITY:</b> Commercial Power Systems (CPS) has no liability for interruption of service and possible damage that may occur if supplied equipment fails to function properly. This includes but is not limited to, electronic equipment, sump pumps and any other device powered by this generator. No claims for damage will be made against CPS. Customer has acknowledged contracting for only the equipment and services itemized on this agreement. The above prices, specifications and conditions are satisfactory and hereby accepted. CPS is authorized to do work as specified. Cancellation of this contract occurs when written notice of cancellation is given to CPS. Service calls for non-warranty related work will be charged \$125.00/hr with a 1 hour minimum charge plus a \$50.00 truck dispatch charge (\$175 min. service call charge). Weekend and off-hours work will be charged \$187.50/hr. with a minimum \$262.50 service call charge.</p>		Sales Tax	\$0.00
<p>Note: Proposal valid for 30 days after receipt. Please sign below to accept this proposal.</p>		<b>Total</b>	<b>\$3,675.00</b>
		Progress Payment	\$0.00
		<b>Balance Due</b>	<b>\$0.00</b>

Signature:

Payment Received By:

Date: 12-22-22