

# TOWN OF MILO, NEW YORK

Department of Sewer and Water  
1991 Second Milo Road  
Penn Yan, New York 14527  
Phone: (315) 536-8501  
Fax: (315) 536-9760  
Cellular No.: (315) 694-0829  
Email: [watersewer@townofmilo.com](mailto:watersewer@townofmilo.com)  
Website: [www.townofmilo.com](http://www.townofmilo.com)



## APPLICATION FOR A NEW PRESSURE BUILDING SEWER

### Part 1. Owner's billing information.

(Note. The Owner shall notify the Town Clerk of any change in his/her/their billing information. The Town Clerk's telephone number is (315) 536-8911 and his/her/their email address is [clerk@townofmilo.com](mailto:clerk@townofmilo.com).)

Owner's Name:

Billing Address:

Telephone No.:  Email:

### Part 2. Lot information.

Address:

Tax Map Identification Numbers:

### Part 3. Building sewer information.

Diameter of Building Sewer:  Type of Material (e.g., PVC):

Proposed Building Sewer shall serve:  Commercial Use  Industrial Use  Residential Use (1 or 2 unit dwelling)

Sewer easement is attached for approval by the Town Attorney or was previously approved.  Yes  No  
(Note. A sewer easement is attached to this application if one was not previously approved by the Town.)

Owner understands and agrees that he/she/they shall purchase all materials and the grinder pump in accordance with the standards of the Town and shall be approved by the Superintendent.  Yes  No

Owner understands and agrees that the grinder pump shall:  Yes  No

- Be always accessible; and
- Not be located within a structure of any kind; and
- Not have a structure of any kind located above it; and
- Not have a structure of any kind located within ten (10) feet around it.

(Note. Examples of a structure are but not limited to a deck, driveway, fence, garage, patio, porch, shed, sidewalk, walkway, etc.)

Owner understands and agrees that landscaping of any kind shall not be placed, planted and/or grow within ten (10) feet of the grinder pump. Yes No

Owner understands and agrees that the grinder pump be located at the exterior property areas (i.e., open space of the subject lot) since this pump's chamber/basin and cover/lid are designed to vent sewer gases. Yes No

Owner understands and agrees that the building sewer shall have exterior cleanout(s) that comply with the following: Yes No

- Located on the exterior side of the structure and within 10 feet of its exterior wall; and
- Be the same diameter as the building drain (a.k.a., interior plumbing – DWV main pipe); and
- Be always accessible; and
- Not have a structure of any kind located above it; and
- Not have a structure of any kind located within ten (10) feet around it.

*(Note. Examples of a structure are but not limited to a deck, driveway, fence, garage, patio, porch, shed, sidewalk, walkway, etc.)*

Owner understands and agrees that the cleanout fitting at the building sewer shall be a two-way cleanout. Also, the cleanout plugs shall have a raised square head. Lastly, the cleanout plug located at the top of grade shall be protected from damage in a manner approved by the Superintendent. Yes No

Owner understands and agrees that the building sewer shall enter a basement or crawlspace through the foundation wall no less than twelve (12) inches above the basement's or crawlspace's floor. In no event shall any building sewer be placed below the basement's or crawlspace's floor, except with the expressed approval of the Superintendent. An interior cleanout shall be installed at the connection of the building sewer and the building drain (a.k.a., interior plumbing – DWV main pipe), which this connection's location shall not be greater than 10 feet from the foundation wall. Yes No

#### **Part 4. Use of public sewer.**

The owner understands and agrees that roof downspouts, interior or exterior foundation drains, areaway drains, catch basins, swimming pools, sump pumps or other sources of surface runoff, unpolluted cooling water or groundwater, acidic condensate drains from mechanical equipment (e.g., tankless water heater), and/or other types of unapproved connections, which shall be determined by the Superintendent, shall not be connected to a building sewer which in turn is connected directly or indirectly to a public sewer? Yes No

The owner understands and agrees that he/she/they shall not contribute or cause to be contributed, in any manner or fashion, directly or indirectly, any sewage, toxic substances and/or other unapproved wastes which will interfere with the operation or performance of the public sewer and/or sewage treatment plant. These general prohibitions apply to all such users whether or not the user is subject to National Categorical Pretreatment Standards, or any other federal, state or local pretreatment standards or requirements? Yes No

The owner understands and agrees that the Town Board may reject a his/her/their sewage, on recommendation of the Superintendent and/or Town Engineer, when it is has been determined that it contains substances or possesses characteristics which have a deleterious effect on the public sewer and/or the sewage treatment plant and its processes, and/or on the receiving water, or which constitute a public nuisance or hazard? Yes No

The owner read and agrees to comply with the Public Sewer Law of the Town? Yes No  
*(Note. You can read this law online at [www.townofmilo.com](http://www.townofmilo.com).)*

**Part 5. Tapping of Sewer Main.**

The tapping of the sewer main shall only be performed by the Superintendent unless approved otherwise. A non-reimbursable tapping fee shall be determined by the Superintendent, said fee is required to be paid prior to any work being performed and checks shall be made payable to the "Town of Milo."

**Part 6. Industrial wastewater survey.**

Any commercial and/or industrial use proposing to connect to the sanitary sewer system of the Town shall be required to complete an industrial wastewater survey. This survey is required to be submitted in accordance with applicable State Pollutant Discharge Elimination System (SPDES) program prescribed in Article 17 of 6 NYCRR Part 750 of the Environmental Conservation Law (ECL) of NYS. Additionally, the Town may require any user discharging wastewater into its system to file wastewater discharge reports and to supplement such reports as the Town deems necessary. All information shall be furnished by the user in complete cooperation with the Town.

**Part 7. Binding agreement.**

The conditions, provisions and terms contained herein and within the Public Sewer Law of the Town are binding upon the heirs, successors, administrators, executors, personal representatives, and assigns of the parties hereto.

**Part 8. Attestation of the Owner.**

THE UNDERSIGNED HEREBY ATTESTS that he/she/they is/are the owner of the lot of record that is the subject of this application and officially requests from the Town that a new building sewer to be installed. Additionally, the owner hereby certifies that the information contained in this application is accurate, true and complete to the best of his/her/their knowledge and understands that false statements made in this application are subject to the applicable provisions of the Penal Law of the State of New York. Furthermore, the owner comprehends that he/she/they is ultimately responsible for compliance with all local, state and federal laws regardless of any contractual agreements with the contractor. Lastly, the owner has read this entire application as well as Public Sewer Law of the Town of Milo and agrees to comply with its applicable provisions.

Signature of Owner

Date of Signature

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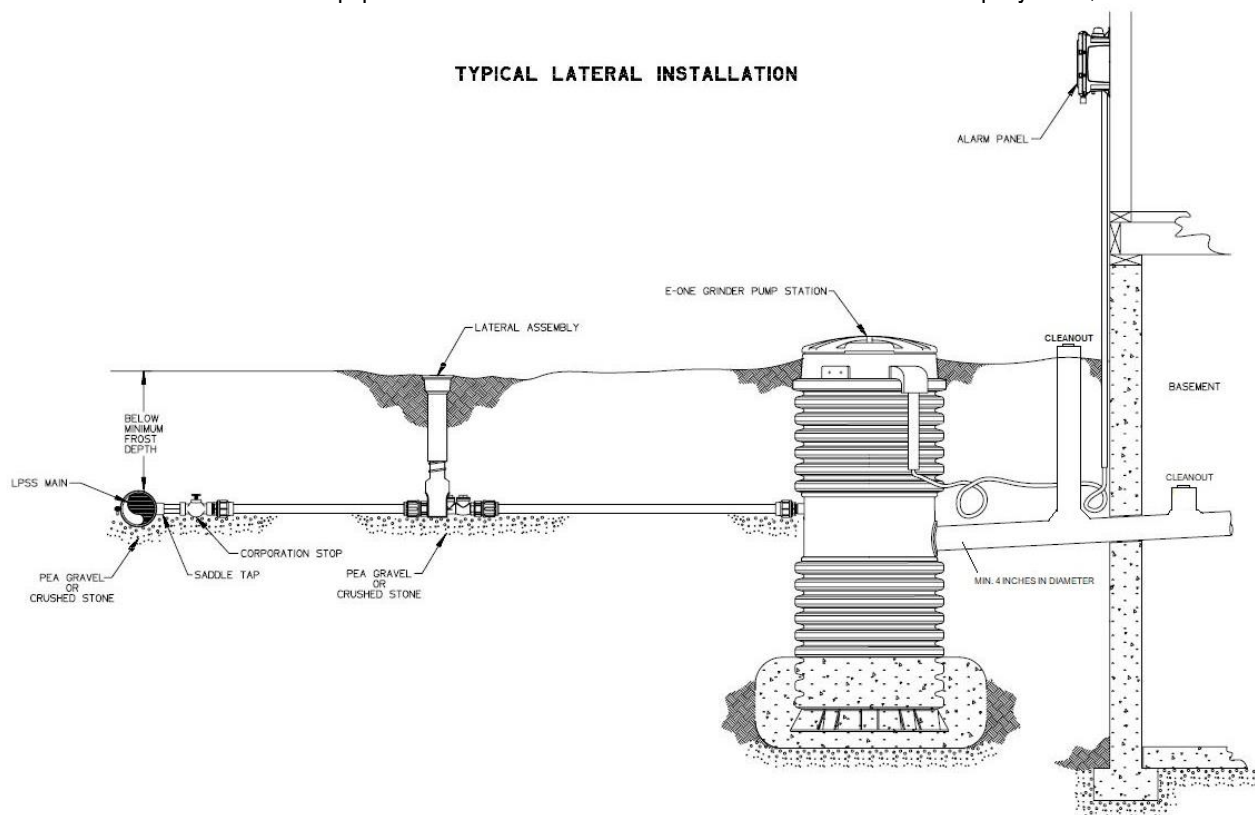
## RULES AND REGULATIONS (A.K.A., STANDARDS) PERTAINING TO THE INSTALLATION, MAINTENANCE AND USE OF PRESSURE BUILDING SEWERS

### Part A. Standards.

Sewage works, which includes building sewers, shall be designed, constructed, maintained, and tested in compliance with the Ten State Recommended Standards for Wastewater Facilities, NYS Design Standards for Intermediate Sized Wastewater Treatment Systems, any applicable rules, regulations and/or standards adopted by an AHJ, Uniform Code, or law, as currently in effect and amended from time to time.

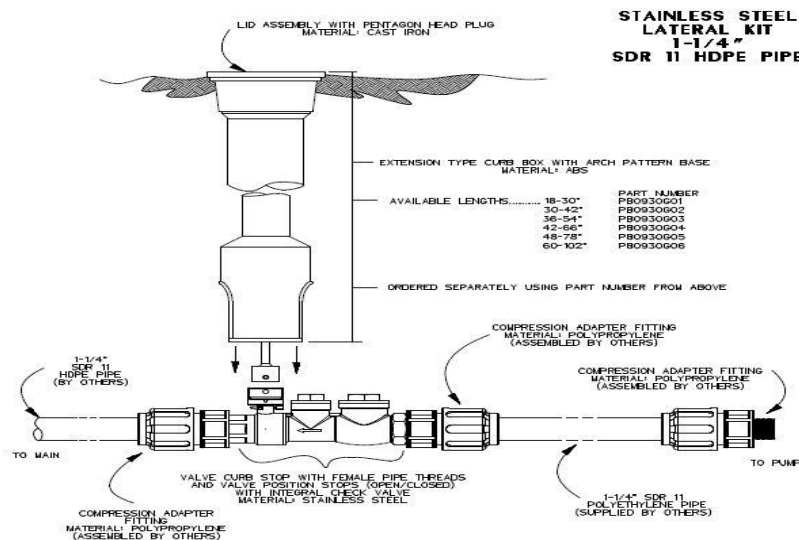
### Part B. Installation.

1. The Grinder Pump System consists of a grinder pump, a grinder pump basin/chamber, an electric control panel along with related conduits and wiring from the panel to the basin/chamber, a sewer pipe from the grinder pump basin/chamber to the Town's sanitary sewer main and appurtenances (e.g., check valves, tracer wire, etc.) as prescribed in the Town's standards, which all such materials and equipment shall hereinafter be referred to as the "Grinder Pump System"; and



**Figure 1 – Typical Grinder Pump System**

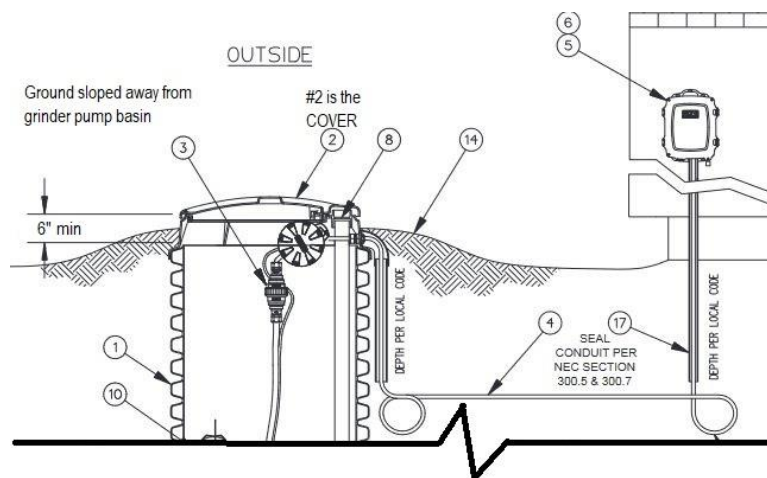
2. The Owner has/will install, at his/her/their sole cost, a Grinder Pump System so that the Town can provide public wastewater service to the subject lot of record that is in a Sewer District; and
3. Location.
  - a. The location of the grinder pump basin/chamber shall be approved by the Town; and
  - b. The location of the alarm/control panel shall be approved by the Town; and
  - c. No decks, landscaping, porches, patios, sidewalk, walkways, or other structure shall be located within ten (10) feet of the location of the grinder pump; and
  - d. No structure shall be located above or enclose the grinder pump basin/chamber; and
  - e. No structure shall enclose the alarm/control panel; and
4. The Town shall perform routine maintenance of the Grinder Pump System and repair or replace appurtenances of the Grinder Pump System that are malfunctioning if damages are due to ordinary wear and tear; and
  - a. The Town reserves the right to charge the owner for costs that the Town, at its sole discretion, determines are not caused by ordinary wear and tear of a Grinder Pump System. Costs shall include all costs incurred by the Town in responding to an owner's service call request including but not limited to costs of transportation of Town personnel and equipment to and from the subject lot of record and all costs including personnel time, equipment, materials, and supplies; and
5. The Owner shall ensure that the top of the lateral assembly has a metal pentagon head plug unless approved otherwise by the Superintendent. Also, the lateral assembly shall include a valve curb stop with female pipe threads and valve position stopes (open/closed) with integral check valve. The Owner shall also ensure that this lateral assembly is kept clear of obstructions and is accessible. No landscaping, pavement, sidewalk, walkway, or a structure may cover a lateral assembly at any time; and



**Figure 2 – Stainless Steel Lateral Assembly**

6. The contractor shall contact Dig Safely – NY and request a utility stake-out prior to starting any excavation work; and
7. A separate and independent grinder pump shall be provided for each building unless approved otherwise by the Superintendent; and

- a. The Town is only responsible for one (1) Grinder Pump System at a lot of record. If an additional Grinder Pump System is required, a Memorandum of Understanding (MOU) approved by the Town Attorney shall be executed between the Owner and the Town; and
8. All materials and/or equipment shall be new and approved by the Superintendent. Damaged or faulty materials and/or equipment as well as used materials and/or equipment shall not be accepted; and
9. An approved grinder pump shall be installed to connect the building sewer. The approved grinder pump and its appurtenances shall be installed in compliance with the manufacturer's installation instructions and be approved by the Superintendent; and
10. Two check valves are required. One is located next to the lateral assembly from the building sewer coming from the grinder pump and the other one check valve shall be located within the pump tank; and
11. The grinder pump basin/chamber shall be installed in accordance with the manufacturer's installation instructions and be approved by the Superintendent. The cover/lid of such basin/chamber shall be a minimum of six (6) inches higher than the surrounding grade; and



**Figure 3 – Cover/Lid of grinder pump basin/chamber from ground**

12. A corrosion resistant shut-off valve approved shall be installed in the pump tank; and
13. Disconnect fitting shall be a union, compression type coupling for sewage; and
14. Discharge line shall be 1 ¼" DR 11 HDPE 160 PSI (IPS) solid black that shall be approved by the Superintendent. Discharge line shall be a minimum of 48 inches deep, bedded in sand or placed in a PVC sleeve. A tracer wire shall be placed adjacent to the discharge line or in the sleeve. The tracer wire shall be brought up to the top of the pump tank or basin/chamber and secured in a manner, so it is accessible for a locator connection. The tracer wire shall also be brought up through the lateral assembly and secured in a similar manner. Lastly, the tracer wire shall be green in color, #12 AWG high strength copper clad steel conductor (HS-CCS) insulated with 30 mil HDPE insulation and rated for direct burial at 30 volts (Copperhead Industries or approved equal). The illustration below shows this requirement for an E/ONE grinder pump; and

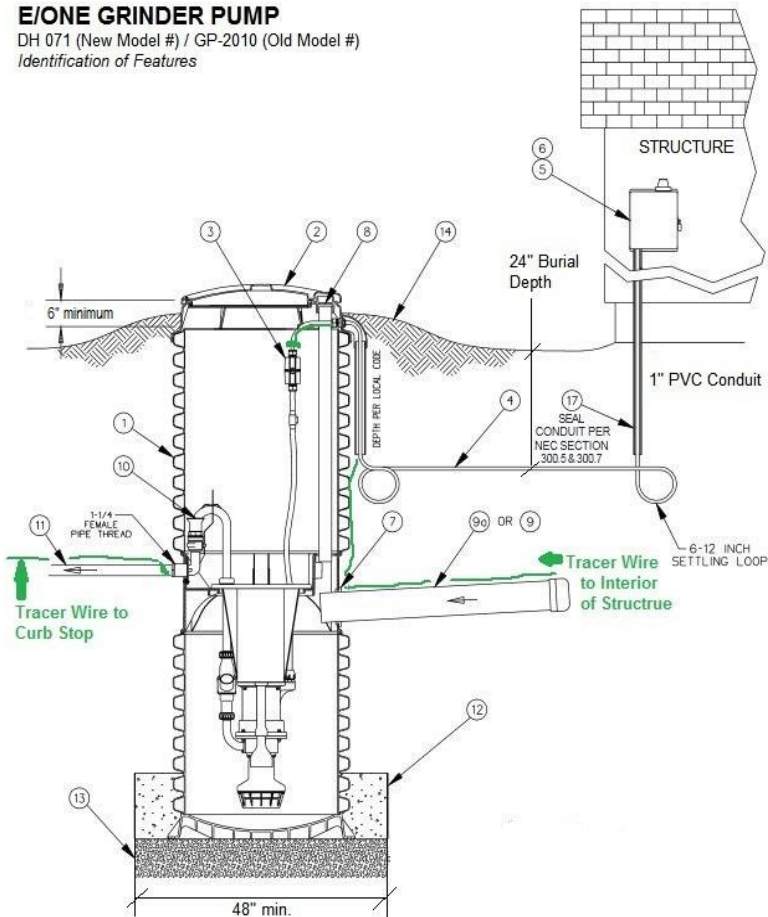


**Figure 4 – 1 ¼" DR 11 HDPE 160 PSI**

## E/ONE GRINDER PUMP

DH 071 (New Model #) / GP-2010 (Old Model #)

Identification of Features



1. GRINDER PUMP BASIN – High density polyethylene (HDPE).

2. ACCESSWAY COVER – FRP

3. ELECTRICAL QUICK DISCONNECT (EQD) – Cable from pump core terminates here.

4. POWER AND ALARM CABLE – Circuits to be installed in accordance with local codes.

5. ALARM PANEL – NEMA 4X enclosure. Equipped with circuit breakers. Locate according to local codes.

6. ALARM DEVICE – Every installation is to have an alarm device to alert the homeowner of a potential malfunction. Visual devices should be placed in very conspicuous locations.

7. INLET – EPDM grommet (4.5" ID). For 4.5" OD DWV pipe.

8. WET WELL VENT – 2.0" tank vent, supplied by factory in units with accessways.

9. GRAVITY SERVICE LINE – 4" DWV, (4.5" OD). Supplied by others.

9a. STUB-OUT – 4" X 5' Long watertight stub-out, to be installed at time of burial unless the gravity service line is connected during installation. Supplied by others.

10. DISCHARGE VALVE – 1-1/4" Female pipe thread.

11. DISCHARGE LINE – 1-1/4" Nominal pipe size. Supplied by others.

12. CONCRETE ANCHOR – See Ballast Calculations for specific weight for station height. Supplied by others.

13. BEDDING MATERIAL – 6" minimum depth, round aggregate, (gravel). Supplied by others.

14. FINISHED GRADE – Grade line to be 1" to 4" below removable lid and slope away from the station.

**Figure 5 – Cross Section Detail of Grinder Pump**

15. A minimum horizontal separation of 10 feet should exist between the building sewer and any water service. Where lines must cross, the water service shall be at least 12 inches above the house sewer. If a water line must pass below the house sewer, the vertical separation must be at least 18 inches; and

16. All electrical work shall be installed in accordance with the applicable provisions of the National Electric Code (NEC) and be inspected by an approved electrical inspection agency; and

17. The Owner shall contact the Superintendent to inspect and approve of all equipment, materials, and work to the Grinder Pump System to ensure conformance with these standards and the law; and

18. The Owner shall transfer ownership of the Grinder Pump System to the Town upon final approval of the Grinder Pump System by the Superintendent; and

### Part C. Ownership and responsibilities.

19. The Town shall own and be responsible for all operation, routine maintenance, repair, and replacement, which the latter two items are due to normal wear and tear, of the Grinder Pump System at the Town's sole cost except for certain exceptions outlined herein; and

20. The Owner shall own, maintain and be responsible for the grinder pump basin/chamber; and

21. The Owner shall own and be responsible for all operation, maintenance, and service of the Owner's portion of the plumbing system and electrical system (e.g., building sewer to the grinder pump basin/chamber, electricity to operate the Grinder Pump System, etc.) at the Owner's sole cost. The Town shall have no responsibility for the operation, maintenance, repair, or replacement of the Owner's portion of the plumbing system and electrical system; and

22. The Owner shall notify the Town Clerk prior to any change of ownership of the subject lot of record; and

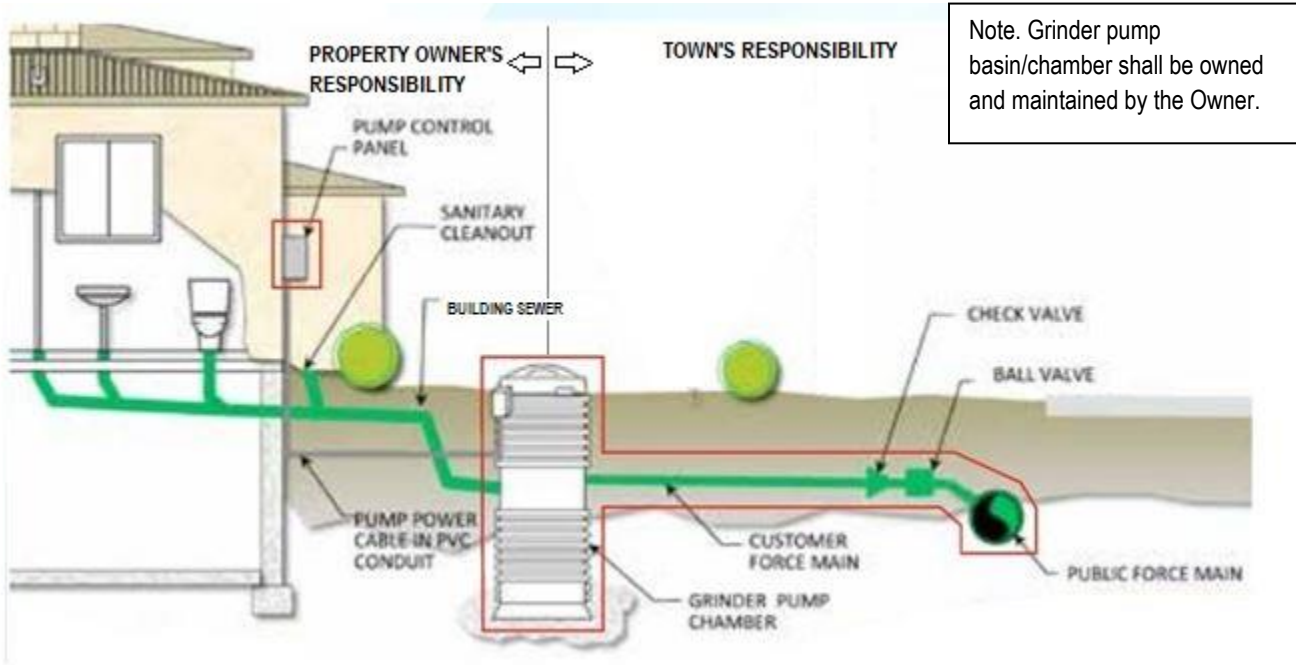


Figure 6 – Owner and Town Responsibility for Sewer District 1, 2 & 3

#### Part D. Services by the Town.

23. The Town shall perform routine maintenance of the Grinder Pump System and repair or replace appurtenances of the Grinder Pump System that are malfunctioning, provided those damages are due to ordinary wear and tear; and
24. The Town reserves the right to charge the Owner for costs that the Town, at its sole discretion, determines are not caused by ordinary wear and tear of a Grinder Pump System. Costs, for the purposes of this Agreement, shall include all costs incurred by the Town in responding to an Owner's service call request including but not limited to costs of transportation of Town personnel and equipment to and from the subject lot of record and all costs including personnel time, equipment, materials, and supplies. The Owner hereby agrees to make prompt and full reimbursement of such costs when invoiced by the Town; and

#### Part E. Access.

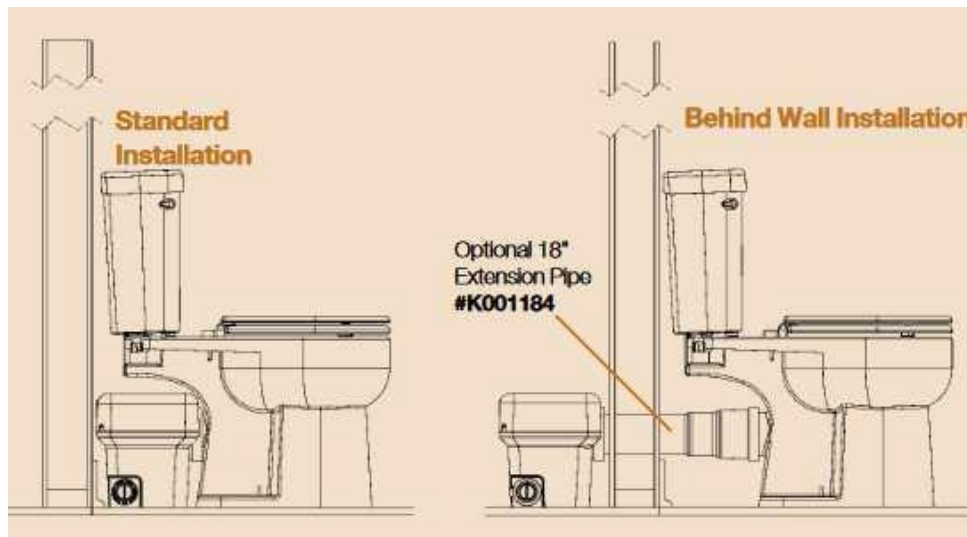
25. The Owner agrees to always keep the Grinder Pump System accessible and unobstructed. Accessible and unobstructed means that, other than the structure that the electrical control panel is fastened to, none of the following shall be placed within ten (10) feet of the Grinder Pump System unless authorized by the Superintendent:
- Structures (e.g., decks, porches, stairs, etc.); and
  - Fencing; and
  - Fixed equipment (e.g., emergency standby electrical generator); and
  - Objects (e.g., large landscaping stones); and
  - Trees, shrubs, or other plantings; and
26. The Owner agrees to cooperate fully with the Town in always providing free and clear access to the Grinder Pump System for the purpose of constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing, or



relocating this system. The Owner agrees that no new buildings or other new structures, plantings, fencing or other objects shall be placed on the subject lot of record that would obstruct the Town from free access to the Grinder Pump System unless approved otherwise by the Superintendent; and

**Part F. Maintenance and use.**

- 27. The Owner shall maintain and use the Grinder Pump System in accordance with these standards, the Town's informational notice(s) or any applicable law; and
- 28. It shall be prohibited for any person to connect roof downspouts, interior or exterior foundation drains, areaway drains, catch basins, swimming pools, sump pumps or other sources of surface runoff, unpolluted cooling water or groundwater, acidic condensate drains from mechanical equipment (e.g., tankless water heater), and/or other types of unapproved connections, which shall be determined by the Superintendent, to a building sewer which in turn is connected directly or indirectly to a public sewer; and
- 29. No user shall contribute or cause to be contributed, in any manner or fashion, directly or indirectly, any sewage, toxic substances and/or other unapproved wastes which will interfere with the operation or performance of the public sewer and/or sewage treatment plant. These general prohibitions apply to all such users whether or not the user is subject to National Categorical Pretreatment Standards, or any other federal, state or local pretreatment standards or requirements.
- 30. The Town Board may reject a user's sewage, on recommendation of the Superintendent and/or Town Engineer, when it has been determined that it contains substances or possesses characteristics which have a deleterious effect on the public sewer and/or the sewage treatment plant and its processes, and/or on the receiving water, or which constitute a public nuisance or hazard.
- 31. The Owner shall comply with the following as it pertains to sewage pumps (a.k.a., macerating pumps) located within a structure that connects to the grinder pump system:
  - a. New structures: No sewage pump shall be installed within a new structure; and
  - b. Existing structure. Any sewage pump installed within an existing structure shall be approved by the Superintendent; and



**Example of a Sewage Pump**

- 32. The Town is not responsible for landscaping (e.g., tree roots) from entering and causing damage to the Grinder Pump System. The Owner is responsible to always maintain his/her/their landscaping a minimum of ten (10) feet away from the Grinder Pump System; and



**Part G. Miscellaneous:**

33. The Owner hereby agrees that he/she/they shall not make any changes or modifications to the Grinder Pump System without approval from the Superintendent. Any such changes or modifications, if approved by this Superintendent, shall be at the Owner's sole expense; and
34. Any changes or modifications made to the Grinder Pump system without approval from the Superintendent shall relieve the Town of its obligation to repair and replace the Grinder Pump System at the Town's cost and expense; and
35. Failure of an owner to comply with any one of these rules and regulations (a.k.a., standards) shall relieve the Town of its obligation to repair and replace the Grinder Pump System at the Town's cost and expense; and
36. A completed application, which such application is available at Town Hall or at our website, for a new building sewer shall be submitted to the Town of Milo. Such application shall include:
  - Payment of the applicable fee; and
  - Sewer easement, if applicable; and
  - Signature of the owner of the subject lot.
37. **REQUIRED INSPECTIONS.** The installation of a building sewer, grinder pump and its appurtenances shall be inspected by the operators of the Town of Milo prior to backfilling. Failure to have building sewer, grinder pump and its appurtenances inspected shall cause the operator to refuse sewer service to such structure.

## SEWER EASEMENT

This Indenture dated \_\_\_\_\_, 20\_\_\_, between the undersigned (whose names and permanent residence addresses are set forth below), hereinafter called the "Grantor" and the Town of Milo, a municipal corporation in Yates County, New York, its successors, lessees, and assigns (hereinafter "Milo").

WITNESSETH: That Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and releases to Milo the following rights on lands of Grantor known as \_\_\_\_\_ East Lake Road, in the Town of Milo, Yates County, New York and described in Liber \_\_\_\_\_ of Deeds at page \_\_\_\_\_ in the Yates County Clerk's Office:

1. A permanent easement and right to install, erect, construct, reconstruct, replace, remove, maintain, repair, inspect, use, and operate a sewer line, grinder pump, electric lines, controls, and appurtenances.
2. The right of ingress and egress to construct, reconstruct, maintain, repair, replace, remove, operate and alter the same from time to time as Milo may decide or require upon, along, under, through and across Grantor's premises with the right at all times to cross and re-cross over said property with vehicles or equipment for the purpose of exercising the rights herein granted and reaching points on Grantor's premises.
3. The right to disconnect and render useless any and all components of the existing sewage disposal system by one or more of the following means: removal, breaking into pieces, filling with stones, gravel, sand, or other materials.
4. The right to enter said lands to install and connect electric lines for running the pump together with the right to inspect and maintain said electric connection after installation.
5. The right to use, maintain, repair and replace such components of the existing sewage facility as may be compatible with the sewer system being installed.
6. The right to trim, cut and remove trees and bushes adjacent to and over the sewer facilities constructed on Grantor's premises.

Grantor for himself, his agents, distributees, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land adjacent to and over the sewer facilities constructed on Grantor's premises without the prior written consent of Milo.

RESERVING, however, to the Grantor the right to cultivate and cross and re-cross Grantor's premises provided that such use of said easement areas shall not interfere with, obstruct or endanger any rights granted or covenants made by the Grantor herein.

Milo expressly agrees that any and all disturbances to the surface of the lands of the Grantor will be promptly repaired and to the extent possible the lands of the Grantor will be restored substantially to their preexisting condition, whether such disturbance takes place during the initial installation or at any time thereafter as may be occasioned by subsequent repairs or maintenance to the said sewer line, grinder pump, electric lines, controls, and appurtenances on Grantor's premises.

Milo shall be liable for any damage (other than for trimming, cutting or removing trees and bushes, as above provided) to the property of the Grantor, caused by Milo or its agents arising out of the construction, laying, installation, maintenance, repair or replacement of such sewer line, grinder pump, electric lines, controls, and appurtenances on Grantor's premises.

Grantor does hereby covenant with Milo that he is lawfully seized and possessed of the real property above described, that he has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

If more than one person joins in the execution of this easement or if the Grantor be of the feminine sex or be a corporation, the relative words herein shall read as if written in the plural number, or in the feminine or neuter gender, as the case may be; and if more than one party joins in the execution of this instrument, the covenants and agreements hereof shall be their joint and several obligations.

IN WITNESS WHEREOF, the Grantor has duly executed this easement on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name -

\_\_\_\_\_  
Name -

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name -

\_\_\_\_\_  
Name -

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss.:

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