

Canandaigua Town Board Meeting Agenda for April 19, 2021

- Call To Order and Pledge of Allegiance
 - Pledge led by Town Councilwoman, Linda Dworaczyk
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications – Attachment #1
 - Letter - Senator Helming regarding resident concern about gypsy moths - February 22, 2021
 - Letter - NYSDOH Approval of Completed Works - March 11, 2021
 - Email - Resident and Town Manager regarding address error - March 17, 2021
 - Email - Town Manager and Doug Eldred regarding RSM Property - March 17, 2021
 - Letter - NY Dept of Ag and Markets regarding Outhouse Road Park Project SEQR - March 19, 2021
 - Letter - NY DOT regarding traffic study on Buffalo St Ext - March 24, 2021
 - Email - Resident regarding Court Tax Bill - March 25, 2021
 - Letter - Buckeye Pipeline inspection notice - March 25, 2021
 - Letter - FEMA regarding Cheshire Volunteer Fire Department grant application - March 26, 2021
 - Letter - Charter Communications - March 29, 2021
 - Email - Ollies Bargain Outlet re Store Licensing - March 30, 2021
 - Email - Resident thanks for mailbox - April 2, 2021
 - Letter - CLWA supporting protection of open spaces in the Town - April 5, 2021
 - Email - Town Mgr and resident Gypsy Moth Scout and Scrape Events - April 6, 2021
 - Email - Town Manager regarding inquiries about 4025 Middle Cheshire Road - April 6, 2021
 - Letter - Finger Lakes Land Trust re 4025 Middle Cheshire Road - April 2021
 - Letter - Residents regarding the parcel at 4025 Middle Cheshire Road - April 7, 2021
 - Letter - Resident concerning 4025 Middle Cheshire Road - April 2021
 - Letter - NYS Dog Control Officer Inspection Report - April 7, 2021
 - Letter - NYS Municipal Shelter Inspection Report - April 7, 2021
- Privilege of the Floor
- Priority Business
 - County Road 28 Sewer – request by Councilman Terry Fennelly (Attachment #3)
- Presentations
 - Request from resident(s) to explore purchase of 4025 Middle Cheshire Road – Robin Evans (Attachment # 4)

ZOOM MEETING INFORMATION:

Please register in advance for this meeting:
https://us02web.zoom.us/join/zoom/register/tZYgc-GtqTotH92PBU15q7_hCirh9kEvA6VV

After registering, you will receive a confirmation email containing information about joining the meeting.

Please be aware all participants will be muted and will only be able to speak after being acknowledged. Participants should use the raise hand feature, raise their hand, or request to speak via chat. No screen sharing will be permitted. All meetings are recorded. Individuals may be removed for inappropriate behavior.

Continued Public Hearings:

- None

New Public Hearings:

- Public Hearing on the proposed consolidation of Crammer Road Water District, a debt free district, into the Canandaigua Consolidated Water District
NOTE: This public hearing pertains to Resolution No.2021-091
- Public Hearing on a proposed text code amendment, and SEQR determination of non-significance for Town Code Chapter 152-9 which would update language pertaining to Town of Canandaigua Parks and Recreation.
NOTE: This public hearing pertains to Resolution No.2021-097
- Public Hearing on a proposed local law amendment, and SEQR determination of non-significance pertaining to amendments for the CenterPointe Planned Unit Development (PUD).
NOTE: This public hearing pertains to Resolution No.2021-098
- Public Hearing on a proposed text code amendment, and SEQR determination of non-significance for Town Code Chapter 220-77 that would modify existing language related to energy efficiency and light pollution.
NOTE: This public hearing pertains to Resolution No.2021-099
- Public Hearing on the proposed authorization to allow the Planning Board the ability to grant up to a 15% increase in density associated with conservation subdivision for approximately 95 acres located on the southeast corner of CR32, Bristol Road, and State Route 21.
NOTE: This public hearing pertains to Resolution No.2021-100
- Public Hearing on the proposed text code amendment, and SEQR determination of non-significance for Town Code Chapter 220-9 relating to regulations applicable for Manufactured Housing Standards.
NOTE: This public hearing pertains to Resolution No.2021-101
- Reports of Town Officials and Department Heads – Attachment #2
 - A. Highway / Water Superintendent
 - B. Assessor
 - C. Historian
 - D. Town Clerk
 - E. Planner
 - F. Town Manager
 - G. Supervisor / Deputy Supervisor
 - 1. Monthly Financial Reports for March 2021
 - a. Revenue & Expense Report and Cash Summary Report
 - b. Overtime Report – All Departments
 - c. Overtime Report – Highway & Water
- Reports of Committees, Boards and Commissions
 - A. Town Board Committees (as needed)
 - a. Finance – Councilwoman Dworaczyk
 - b. Planning – Councilman Fennelly

- c. Environmental – Councilman Simpson
- d. Ordinance – Councilman Davis
- B. Planning Board, Chairman Oyler
- C. Zoning Board of Appeals, Chairman Robinson
- D. Environmental Conservation Board
- E. Citizens’ Implementation Committee, Chairwoman Reynolds
- F. Parks & Recreation Committee, Chairman MacNeil
- G. Special Events Committee, Chairwoman Fuller
- H. Agriculture Committee, Chairman DiCarlo
- I. Drainage Committee, Chairman Oyler

- Privilege of the Floor
- Resolutions and Motions

Continued Resolutions:

RESOLUTION NO.2021 - 035: SPECIAL TOWN ELECTION TO CONSIDER THE PROPOSITION OF WHETHER THE TOWN SHOULD PURCHASE LAND ON CANANDAIGUA LAKE FOR USE AS A PUBLIC PARK AND BOND THE AMOUNT NEEDED TO COMPLETE SUCH A PROPOSED PURCHASE

WHEREAS, the Town Board of the Town of Canandaigua (“Town Board”) has been considering for not less than four months the purchase of real property on Canandaigua Lake for the purpose of such land to be used as a Town Park providing additional public access to Canandaigua Lake as has been identified as a need in the Town of Canandaigua Comprehensive Plan, Parks and Recreation Master Plan, and many land use planning documents over the years; and

WHEREAS, the Town Board has conducted public hearings on the matter on the following dates: December 21, 2020, January 11, 2021, January 29, 2021, and February 15, 2021; and

WHEREAS, the Town Board has received written comments related to the potential purchase of property, all of which are posted for public review on the Town’s website; and

WHEREAS, the Town Board has set forth potential plans and other documentation related to future use, all of which are posted for public review on the Town’s website; and

WHEREAS, the Town Supervisor, Town Board, and Town Manager have worked hard to respond to concerns raised in written comments and at the public hearings; and

WHEREAS, the Town Board has discussed a five-year sunset and an amount not to exceed six million dollars per transaction with the Town Board retaining authority to determine if any opportunity should be pursued given current conditions such as market rates, anticipated expenditures, and other factors which may result in the Town Board moving forward with a particular purchase or not; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby directs that the following proposition be submitted to the Town’s electors at a special election to be held in accordance with New York State Town Law Article 6:

Should the Town Board of the Town of Canandaigua BOND and purchase land on Canandaigua Lake to create additional public park land(s) for the purpose of additional public access to Canandaigua Lake?

BE IT FURTHER RESOLVED, that the Town Board hereby directs that the Town Manager, Town Attorney, and Town Clerk work together to set up and conduct said election not less than 60 days nor more than 75 days from today's date.

NOTE: At the Town Board meeting on March 15, 2021 this resolution was laid over by a vote of the Town Board (4-1). Per the Town Board's Rules of Procedure, a resolution may be laid over by any single member; however, action must take place at the next scheduled meeting (Rule 18). Actions which may be taken on April 19, 2021 include: a motion to amend the existing resolution, a motion to approve/deny the current or amended resolution, or a motion to table the resolution indefinitely.

New Resolutions:

FINANCE

- Resolution No. 2021 – 076: Acceptance of the Monthly Financial Reports
- Resolution No. 2021 – 077: Authorize Prior Year Journal Entries for Outstanding Items Resulting from the Conversion of Financial Software
- Resolution No. 2021 – 078: Authorize Budget Transfer for Expenses Relating to the Evaluation of Land Purchases
- Resolution No. 2021 – 079: Authorize Budget Transfer for Cramer Road Watermain Project
- Resolution No. 2021 – 080: Approval of Credit Card Payment Contract for Parks & Recreation Transactions
- Resolution No. 2021 – 081: Amendment to the 2021 Fee Schedule
- Resolution No. 2021 – 082: Authorization of Spectrum Enterprise Service Agreement for Internet at Outhouse and Onanda Parks
- Resolution No. 2021 – 083: Reimbursement for Water Charges
- Resolution No. 2021 – 084: Authorization for Town Manager to Execute Health Insurance Services for the 2021-2022 Renewal Cycle
- Resolution No. 2021 – 085: Approval of Information Technology Professional Services Agreement with Integrated Systems
- Resolution No. 2021 – 086: Appointment of Town Planner
- Resolution No. 2021 – 087: Request to Hire Summer Staff for Parks
- Resolution No. 2021 – 088: Authorize Budget Transfer for Waste & Recycling Capital Expenses
- Resolution No. 2021 – 089: Authorization for Town Manager to Create and Appoint Senior Clerk Civil Service Position(s)

PLANNING

- Resolution No. 2021 – 090: Acceptance of the 2020 Annual Drinking Water Quality Report
- Resolution No. 2021 – 091: Approving Final Consolidation Agreement for the Consolidation of the Cramer Road Water District Extension into the Existing Canandaigua Consolidated Water District
- Resolution No. 2021 – 092: Authorization for Applicant to Make Preliminary Site Plan Application to Town of Canandaigua Planning Board, Mixed Use Overlay
- Resolution No. 2021 – 093: Request to Surplus Transfer Station Equipment

- Resolution No. 2021 – 094: Request to Surplus Highway Equipment
- Resolution No. 2021 – 095: Outhouse West Park Improvement Project – SEQR Lead Agency and Determination of Significance Resolution
- Resolution No. 2021 – 096: Requesting the Lowering of the 55 MPH Posted Speed Limit on the Western Portion of Cdga-Farmington Townline Road, Between the Intersections of SR 332 and New Michigan Rd, to 40 MPH, in Conjunction with a Similar Request from the Town of Farmington

ENVIRONMENTAL

- None

ORDINANCE

- Resolution No. 2021 – 097: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code Chapter 152
- Resolution No. 2021 – 098: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code That Would Change the Language for the Centerpointe PUD
- Resolution No. 2021 – 099: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code Chapter 220-77 That Would Modify Existing Language Related to Energy Efficiency and Light Pollution
- Resolution No. 2021 – 100: Authorizing Density Allowances in a Proposed Conservation Subdivision
- Resolution No. 2021 – 101: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code Chapter 220-9 That Would Update Code related to Manufactured Housing

ECONOMIC DEVELOPMENT/GENERAL

- Resolution No. 2021 – 102: Lincoln Hill Farm Catering, Inc. Alcoholic Beverages License Notice
- Resolution No. 2021 – 103: Authorization for Town Assessor to Begin 2022 Reassessment
- Resolution No. 2021 – 104: Acknowledging the Inclusive Playground Fundraiser Sponsored by Dream Big! Inclusion in Motion to be Held at Outhouse Park
- Resolution No. 2021 – 105: Approval of a Tree Planting at Outhouse Park in Honor of Arbor Day 2021
- Resolution No. 2021 – 106: Designating the Month of May as Community Involvement Month
- Resolution No. 2021 – 107: Soil Erosion and Sediment Control Surety for 5610 Buffalo Street Ext
- Resolution No. 2021 – 108: Soil Erosion and Sediment Control Surety for 5290 North St
- Resolution No. 2021 – 109: Soil Erosion and Sediment Control Surety for 4015 County Road 16
- Resolution No. 2021 – 110: Setting a Public Hearing on a Six-Month Moratorium of Subdivision Applications in the SCR-1 Zoning District

RESOLUTION NO. 2021 – 076: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS

WHEREAS, the Town Board is responsible for the general oversight of the Town’s operations and finances; and

WHEREAS, the Town Supervisor, as Chief Financial Officer, is responsible for providing financial reports to the Town Board; and

WHEREAS, the Town Supervisor has provided the Town Board with hard copies and electronic copies of the February 2021 Monthly Revenue/Expense Control Report, the Highway/Water Department Overtime Report and All Department Overtime Report; and

NOW THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby confirms receipt and acceptance of these items.

Attachment #2

RESOLUTION NO. 2021 - 077: AUTHORIZE PRIOR YEAR JOURNAL ENTRIES FOR OUTSTANDING ITEMS RESULTING FROM THE CONVERSION OF FINANCIAL SOFTWARE

WHEREAS, The Town of Canandaigua Town Board previously adopted Resolution No.2018-076 which authorized the Town Manager to implement conversion of the Town's financial software to Tyler Technologies' Incode 10; and

WHEREAS, the Finance Clerk has identified certain import figures that carried over from the previous system and need to be cleared out in order to fully reconcile the cash accounts; and

WHEREAS, the Finance Committee has discussed these items, determined the impact of the entries to be insignificant, and are recommending the journal entries detailed in the attached report, to be posted as of 12/31/2020; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the above referenced and attached journal entries and directs the Town Manager and Finance Clerk to post these entries as of 12/31/2020; and

BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager and Finance Clerk.

Attachment #5

RESOLUTION NO. 2021 -078: AUTHORIZE BUDGET TRANSFER FOR EXPENSES RELATING TO THE EVALUTAION OF LAND PURCHASES

WHEREAS, the Town Board of the Town of Canandaigua has, over the past several months, been evaluating the option of purchasing land in the Town of Canandaigua which has resulted in certain engineering, financial advisory, and legal expenses; and

WHEREAS, the Town Manager and Finance Clerk are recommending the following budget transfer in relating to these expenses:

Increase AA100.1940.200 (Purchase of Land.Capital)	\$ 12,000.00
Decrease AA100.1990.400 (Contingency)	\$ 12,000.00

WHEREAS, the balance of AA100.1990.400 (Contingency) would be \$75,500.00 after this transaction; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the budget transfer detailed above and directs the Town Manager and Finance Clerk to make this entry; and

BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager and Finance Clerk.

RESOLUTION NO. 2021 - 079: AUTHORIZE BUDGET TRANSFER FOR CRAMER ROAD WATERMAIN PROJECT

WHEREAS, the Town of Canandaigua Highway & Water Superintendent is requesting a budget transfer in the Canandaigua Consolidated Water District Fund (SW500) for expenses relating to the Cramer Road Watermain Project; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the following budget transfer:

Increase: SW500.8397.200 (Water Cap. Projects) \$16,000
Decrease: SW500.8310.450 (Water Engineering) \$16,000

BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager and Finance Clerk.

Attachment #6

RESOLUTION NO. 2021 – 080: APPROVAL OF CREDIT CARD PAYMENT CONTRACT FOR PARK & RECREATION TRANSACTIONS

WHEREAS, in January 2021 the Town Board adopted Resolution No. 2021-004 authorizing the purchase of the online park reservation program from ASTRA Campground Manager; and

WHEREAS, the Town Clerk discussed the credit card setup timeline with the Town Board at their March 15, 2021, meeting and at the consensus of the Town Board moved forward with getting agreements signed in anticipation of having the online park reservation program available online starting April 1, 2021; and

WHEREAS, the Town Clerk was able to set up a credit card acceptance platform using an existing gateway (BridgePay) and credit card company (MuniciPAY); and

WHEREAS, BridgePay charges the Town a 15¢ cart fee and MuniciPay charges the Town a 2.75% credit card processing fee both of which will be passed on to the customer; and

NOW THEREFORE BE IT RESOLVED, the Canandaigua Town Board has reviewed and approves the CardConnect Agreement and the MuniciPAY Merchant Processing Application and Agreement and hereby directs the Town Manager to sign the necessary paperwork to begin processing park reservation transactions.

Attachment #7

RESOLUTION NO. 2021 – 081: AMENDMENT TO 2021 FEE SCHEDULE

WHEREAS, the Town of Canandaigua Town Clerk and her staff has been working to get the online park reservation program available to the public and has a need to include a credit/debit card processing fee of 2.75%, a cart fee of 15¢, and a book-your-site fee of \$5.00 to the fee schedule; and

WHEREAS, the Town Clerk is proposing to list the dates as to when the upland and lakeside cabins are available to rent, when parking fees are in effect, and when the pavilions, lodges and halls are available to rent; and

WHEREAS, the Town Clerk is proposing to remove the fees related to the Summer Recreation Programs as the Town has a contract with the City of Canandaigua to facilitate that program; and

WHEREAS, the Town Board is entertaining amendments to Chapter 152, Parks and Recreation, to include the ability for organizations to obtain a Facility Alcohol Permit and a \$100 fee is being proposed; and

WHEREAS, the Town Water Superintendent is proposing a decrease in the water charge for the Town of Hopewell, Town of Farmington, and Town of Gorham from \$2.086 to \$1.93 per 1,000 gallons; and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Canandaigua has reviewed these recommendations and hereby approves these amendments to the 2021 Fee Schedule effective April 19, 2021.

Attachment #8

RESOLUTION NO. 2021 – 082: AUTHORIZATION OF SPECTRUM ENTERPRISE SERVICE AGREEMENT FOR INTERNET AT OUTHOUSE AND ONANDA PARKS

WHEREAS, the Town Board of the Town of Canandaigua recognizes the need for reliable internet service at Outhouse Park and Onanda Park, so that employees may utilize the park reservation software, digital time clock, and digital telephones; and

WHEREAS, the current internet service through Verizon Wireless hot spots cannot provide a high-speed, reliable internet connection; and

WHEREAS, Spectrum Enterprise has provided a quote for standard internet service at Outhouse Park for \$64.99 per month and ultra internet service at Onanda Park for \$114.99 per month, with a one-time \$99.00 installation fee per location; and

WHEREAS, funds for internet service at the Parks have been allocated in the 2021 Adopted Town Budget line AA100.1620.405 (Buildings.Contractual.Parks); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the Spectrum Enterprise Service Agreement and Customer Service Order and authorizes the Town Manager to execute any and all documents required to install and maintain this service; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua directs the Town Manager to cancel the current internet service with Verizon Wireless for these locations; and

BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager.

Attachment #9

RESOLUTION NO. 2021 - 083: REIMBURSEMENT FOR WATER CHARGES

WHEREAS, the Water Department of the Town of Canandaigua was informed by a former water customer, Valerie Pitka formerly of 3322 Dandelion Trail, that they had sold their property on October 9, 2020 but no parties notified the Water Department; and

WHEREAS, the former water customer was charged \$26.10 on January 1, 2020 by automatic withdrawal from their checking account, which had not been canceled; and

WHEREAS, the Water Superintendent is recommending that the charges of \$26.10 be credited to the seller and correctly charged to the current property owner; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby directs the Town Manager to reimburse the former property owner of 3322 Dandelion Trail in the amount of \$26.10 from budget line SW500.8320.400 Water Purchases of the 2021 Town budget upon receipt of the completed ACH cancellation form; and

BE IT FINALLY RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Manager and Water Superintendent.

Attachment #10

RESOLUTION NO. 2021 – 084: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE HEALTH INSURANCE SERVICES FOR THE 2021-2022 RENEWAL CYCLE

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) wishes to extend health insurance coverage options to Town of Canandaigua employees; and

WHEREAS, the Town Board with the assistance of the Town Manager and the HR Coordinator have evaluated health insurance options; and

WHEREAS, the Town Manager and HR Coordinator are recommending continuing using Matson & Kellogg as their health insurance broker for the 2021-2022 plan year and to offer the Bronze 4, Silver 2, and Gold 18 health plans; and

WHEREAS, the Town Manager is recommending the contribution strategy the same as previous years for the 2021-2022 plan year for Town of Canandaigua employees to be paid by the employee as follows:

Bronze 4 – 5% of the new premium + 10% of the increase from prior year

Silver 2 – 10% of the new premium + 10% of the increase from prior year

Gold 18 – employee is responsible for all costs over and above the Town’s contribution amount equal to those amounts contributed by the Town for the Silver 2 plan; and

WHEREAS, the Town Manager is recommending an approximate \$300 annual increase in the Town of Canandaigua’s contribution to the employees HSA to help offset the cost of deductibles to be paid as follows:

Bronze 4 -	Single:\$2,500	S&S:\$5,000	S&C:\$5,000	Family:\$5,000	HSA
Silver 2 -	Single:\$1,500	S&S:\$3,000	S&C:\$3,000	Family:\$3,000	HSA
Gold 18-	Single:\$1,100	S&S:\$2,200	S&C:\$2,200	Family:\$2,200	HRA

WHEREAS, the total estimated cost to the Town for the 2021-2022 plan year is \$428,710.53 (including all costs associated with medical coverage and HRA/HSA contributions) and the 2021 Adopted Town of Canandaigua budget included a total amount of \$458,068.00; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the recommendation to use Matson & Kellogg for broker services, to offer the Bronze 4, Silver 2, and Gold 18 health plans and the contribution strategy suggested for the time period July 1, 2021 through June 30, 2022, and the Davis Vision Renewal; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Manager to execute any and all documents relative to the Health Insurance Services identified and approved as part of this resolution.

Attachment #11

RESOLUTION NO. 2021 – 085: APPROVAL OF INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT WITH INTEGRATED SYSTEMS

WHEREAS, the Town of Canandaigua’s existing service contract with Integrated Systems for 100 hours at \$75 per hour is about to expire; and

WHEREAS, the Town’s current provider, Integrated Systems, has provided the Town with a quote for 100 hours at \$75 per hour (\$7,500); and

WHEREAS, the monies to cover the cost of this contract are allocated in budget line AA100.1680.400.00000; and

WHEREAS, the last 100-hour contract was approved and signed by the Town Manager in October 29, 2020; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the contract and authorizes the Town Manager to execute the 100-hour agreement with Integrated Systems.

Attachment #12

RESOLUTION NO. 2021– 086: APPOINTMENT OF TOWN PLANNER

WHEREAS, the Town of Canandaigua Town Planner tendered his resignation effective January 29, 2021; and

WHEREAS, there now exists a vacancy for the Full-Time Planner position; and

WHEREAS, the Town Manager, along with the Planning Board Chair, the Planning and Public Works Committee Chair, the Town Engineer, and the Administrative Coordinator, held interviews for the

vacant position with three potential candidates who were deemed to be qualified for this civil service position by Ontario County; and

WHEREAS, the Town Manager is recommending the appointment of Shawna Bonshak who has previously served as Planner for Yates County and holds a Master of Arts in Urban Planning to fill the Town of Canandaigua vacant full-time Town Planner position effective immediately; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby does appoint Shawna Bonshak to the position of Town Planner effective immediately; and

BE IT FURTHER RESOLVED, until such time as Ms. Bonshak can begin to serve full time the Town Board authorizes the Town Manager to pay Ms. Bonshak at a rate of \$25 per hour for time when available to help during the transition; and

BE IT FURTHER RESOLVED, the Town Board acknowledges Ms. Bonshak will begin her full-time position with the Town of Canandaigua as Town Planner on or around June 1, 2021; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Town Manager to establish a salary of \$53,000.00 per year for the full time Town Planner with an increase to \$55,000.00 per year after six months of successful completion of service to be paid from the General Fund A.8010.145; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to execute any and all documents; and

BE IT FURTHER RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Town Manager, Human Resource and Payroll Coordinator and Ms. Bonshak.

RESOLUTION NO. 2021 – 087: REQUEST TO HIRE SUMMER STAFF FOR PARKS

WHEREAS, the Human Resource and Payroll Coordinator has requested hiring the following individuals for summer staff at our Parks; and

WHEREAS, the proposed hourly rate for each positions is identified in the following table; and

WHEREAS, these positions are seasonal and are therefore per the employee handbook are not benefit eligible; and

WHEREAS, hiring is contingent upon the Ontario County Department of Human Resources certifying the above individuals meet the required training, certification or experience standards, and the completion of the new hire paperwork prior to the first day of work; and

WHEREAS, the funding for this expense is included in the 2021 Adopted Town Budget; and

Ryland Turner	Lifeguard	\$14.50/hour	AA100.7140.141.00000
Carter Waldeis	Lifeguard	\$14.50/hour	AA100.7140.141.00000
Kai D’Alessandro	Lifeguard	\$14.50/hour	AA100.7140.141.00000
Emma Arthur	Lifeguard	\$14.50/hour	AA100.7140.141.00000
Gabe Arthur	Lifeguard	\$14.50/hour	AA100.7140.141.00000

Jordan Ward	Rec. Attendant/Ranger	\$15.50/hour	AA100.7110.131.00000
Grecia Gamez	Rec. Attendant/Ranger	\$15.50/hour	AA100.7110.131.00000
Nicolas Muscato	Recreation Attendant	\$13.00/hour	AA100.7110.142.00000
Samuel Werth	Recreation Attendant	\$13.00/hour	AA100.7110.142.00000
Gabe Vit	Recreation Attendant	\$13.00/hour	AA100.7110.142.00000
Aleksandar Noveski	Recreation Attendant	\$13.00/hour	AA100.7110.142.00000
Julia Hover	Laborer, Seasonal	\$16.00/hour	AA100.7110.143.00000
Amanda Klehamer	Laborer, Seasonal	\$17.50/hour	AA100.7110.131.00000

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves of the hiring of the seasonal positions noted above at the stated hourly rate and budget lines; and

BE IT FUTHER RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Manager to execute any and all documents; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Human Resource and Payroll Coordinator and the Town Manager.

RESOLUTION NO. 2021 – 088: AUTHORIZE BUDGET TRANSFER FOR WASTE & RECYCLING CAPITAL EXPENSES

WHEREAS, the Town of Canandaigua Town Manager and Highway & Water Superintendent are requesting an increase to the Waste & Recycling Capital expense account (AA100.8160.200) for capital expenses relating to the purchase of a new roll-off container and the annual lease payment per the Key Bank Lease Agreement approved through Resolution #2020-112, which total \$9,500.00 and \$42,500.00 respectively; and

WHEREAS, the following budget transfer is recommended in anticipation of these expenses:

Increase AA100.8160.200 (Waste & Recycling.Capital)	\$ 52,000.00
Decrease AA100.1990.400 (Contingency)	\$ 52,000.00

WHEREAS, the balance of AA100.1990.400 (Contingency) would be \$23,500.00 after this transaction; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the budget transfer detailed above and directs the Town Manager and Finance Clerk to make this entry; and

BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager and Finance Clerk.

Attachment #30

RESOLUTION NO. 2021 – 089: AUTHORIZATION FOR TOWN MANAGER TO CREATE AND APPOINT SENIOR CLERK CIVIL SERVICE POSITION(S)

WHEREAS, the Town of Canandaigua Town Board (hereinafter referred to as “Town Board”) is aware of the need for the restructuring of certain positions in the Town; and

WHEREAS, the Highway Superintendent and the Town Manager have requested the Town Board consider making changes; and

WHEREAS, two (2) individuals have faithfully served as Office Specialist I’s in their positions for numerous years taking on increasing responsibilities including additional responsibilities as a result of COVID and restructuring with the downsizing of certain positions such as the reduction of zoning officer and full time appraisal aide; and

WHEREAS, the Town Manager has completed a MSD222 form with Ontario County based on the job responsibilities the two (2) current staff members are currently contributing; and

WHEREAS, the Ontario County Department of Human Resources has identified a civil service title ‘Senior Clerk’ more in line with work currently being completed by staff members with the Office Specialist I civil service title at the Town; and

WHEREAS, the Town Board wishes to create two (2) Senior Clerk positions within the Town organization and provisionally appoint through a promotional offering the two (2) current Office Specialist I’s to the positions of Senior Clerk(s); and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Manager to create two (2) Senior Clerk positions and execute any and all documents to create such position(s); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Town Manager to appoint Michelle Rowlinson and Kaitlynn McCumiskey to fill the two (2) Senior Clerk Position(s) at a starting rate of \$22.00 an hour, with an increase to \$23 an hour after successful completion of the promotional Senior Clerk exam; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Town Manager to create new budget lines for the two (2) new positions, and fund associated with the following transfers:

Increase:	AA100.8010.146	Senior Clerk	\$ 34,320
Decrease:	AA100.8010.144	Office Specialist I	\$ 26,000
Decrease:	AA100.8010.120	Planner	\$ 8,320
Increase:	AA100.5010.131	Senior Clerk	\$ 17,160
Increase:	SW500.8310.122	Senior Clerk	\$ 17,160
Decrease:	AA100.5010.130	Office Specialist I	\$ 12,000
Decrease:	AA100.1620.404	Hwy Contr	\$ 5,160
Decrease:	SW500.8310.121	Office Specialist I	\$ 12,000
Decrease:	SW500.8310.200	Water Admin Cap	\$ 5,160

BE IT FURTHER RESOLVED, the Town Manager and Finance Clerk II are directed to make the appropriate transfers identified in this resolution; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Town Manager, Highway Superintendent, Finance Clerk II, Office Specialist I's, and Human Resource and Payroll Coordinator.

Attachment #13

RESOLUTION NO. 2021 - 090: ACCEPTANCE OF THE 2020 ANNUAL DRINKING WATER QUALITY REPORT

WHEREAS, the Highway & Water Superintendent has completed the 2020 Annual Drinking Water Quality Report; and

WHEREAS, the 2020 Annual Drinking Water Quality Report must be submitted to the New York State Department of Health by May 31, 2021; and

WHEREAS, the draft 2020 Annual Drinking Water Quality Report is being presented to the Town Board for consideration; and

NOW, THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby approves the 2020 Annual Drinking Water Quality Report; and

BE IT FURTHER RESOLVED, the Canandaigua Town Board directs the Town Clerk and Water Superintendent to:

- 1. Submit the approved 2020 Annual Drinking Water Quality Report prior to the due date; and**
- 2. Post the final report on the Town's website and send notification via Facebook and Mailchimp that the report is available for review on the website.**

Attachment #14

RESOLUTION NO. 2021 - 091: APPROVING FINAL CONSOLIDATION AGREEMENT FOR THE CONSOLIDATION OF THE CRAMER ROAD WATER DISTRICT EXTENSION INTO THE EXISTING CANANDAIGUA CONSOLIDATED WATER DISTRICT

WHEREAS, New York General Municipal Law Article 17-A provides for the consolidation of two or more local government entities if together the consolidated local government entity forms a local government entity of a kind or class that is authorized under the laws of the State of New York; and

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") duly formed the Canandaigua Consolidated Water District to provide long-term, safe, and reliable water supply; and

WHEREAS, the Town Board duly formed the Cramer Road Water District Extension to the Canandaigua Consolidated Water District to provide long-term, safe, and reliable water supply; and

WHEREAS, the Town Board, acting jointly as the governing body of the Cramer Road Water District Extension to the Canandaigua Consolidated Water District and the Canandaigua Consolidated Water District has determined, after due deliberation, that it is in the best interests of the Town to consolidate

the above water districts to maintain stability, and to reduce administration and operation costs wherever possible; and

WHEREAS, the Town Board, acting jointly as the governing body of the above water districts, has prepared a Proposed Consolidation Agreement pursuant to GML Article 17-A to effectuate said consolidation; and

WHEREAS, in accordance with General Municipal Law § 753 the Proposed Consolidation Agreement was displayed publicly and posted on the Town's website and a summary of the Proposed Consolidation Agreement was published once each week for four consecutive weeks; and

WHEREAS, in accordance with General Municipal Law §754, duly noticed public hearings on the Proposed Consolidation Agreement were held on April 19, 2021; and

WHEREAS, there have been no objections to the Proposed Consolidation Agreement and no amendments necessitated after the notice and final hearing have been proposed; and

WHEREAS, the Town Board, acting jointly as the governing body of the above water districts, has converted the Proposed Consolidation to a Final Consolidation Agreement; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby approves the Final Consolidation Agreement, and hereby directs that the Cramer Road Water District Extension be consolidated into the Canandaigua Consolidated Water District; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Canandaigua hereby endorses the Proposed Consolidation Agreement and directs the Town Manager to execute such agreement; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has identified this action as a Type II Action for SEQR purposes; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Town Manager and Water Superintendent.

Attachment #15

RESOLUTION NO. 2021 – 092: AUTHORIZATION FOR APPLICANT TO MAKE PRELIMINARY SITE PLAN APPLICATION TO TOWN OF CANANDAIGUA PLANNING BOARD, MIXED USE OVERLAY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") has received a request to rezone 3535 NY State Route 364, Tax Map # 98.19-1-20.100 in the Town of Canandaigua from R-1-20 to Mixed Use Overlay (MUO) in accordance with Town Code §220-33; and

WHEREAS, the Town Board has requested and received an advisory report from the Town of Canandaigua Planning Board in which the Planning Board offers a finding of the application to be compatible with surrounding uses; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua in keeping with Town Code §220-33(C)(2) has concluded based on review of the application, and comments received from the Planning Board has found the proposed use to be compatible with surrounding uses; and

BE IT FURTHER RESOLVED, in keeping with Town Code §220-33(C)(2) the Town Board of the Town of Canandaigua directs the owner (applicant) to prepare and submit an application for Preliminary Site Plan approval to the Planning Board of which the owner (applicant) shall have 180 days to receive approval conditioned upon the rezoning to a Mixed Use District; and

BE IT FURTHER RESOLVED, the Town Board in keeping with Town Code §220-33(C)(2) shall after Preliminary Site Plan conditional approval is granted, consider a local law rezoning the parcel at 3535 NY State Route 364 to Mixed Use District; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager, Town Attorney, and Planning Board to work together to prepare a draft local law rezoning the parcel based on the proposed site plan inclusive of the needed setbacks for consideration by the Town Board; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Town Manager and to the Town of Canandaigua Planning Board.

Attachment #16

RESOLUTION 2021 - 093: REQUEST TO SURPLUS TRANSFER STATION EQUIPMENT

WHEREAS, the Highway Superintendent has determined a 40 cy open top refuse collection container and a Galbreath hydraulic compactor has outlived its useful life to the Town of Canandaigua and therefore is considered surplus; and

WHEREAS, the Highway Superintendent is requesting Town Board approval to add this item to the surplus list; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby approves the Town Manager to remove this item from the fixed assets list and add it to the surplus list and recommends the refuse bin and hydraulic compactor be taken to a scrap metal facility.

RESOLUTION NO. 2021 - 094: REQUEST TO SURPLUS HIGHWAY EQUIPMENT

WHEREAS, the Highway Superintendent has determined Truck #17, a 2007 Sterling single axel snow plow truck and Truck #16, a 2006 Sterling single axel snow plow truck have outlived their useful life to the Town of Canandaigua; and

WHEREAS, the Highway Superintendent is requesting Town Board approval to add this item to the surplus list; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby approves the Town Manager to remove this item from the fixed assets list and add it to the surplus list and recommends auctioning it as is deemed appropriate; and

BE IT FURTHER RESOLVED, the Town Board hereby approves the sale of said vehicle using Auctions International; and

BE IT FURTHER RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Highway Superintendent, Finance Clerk, and Town Manager.

RESOLUTION NO. 2021 - 095: OUTHOUSE PARK WEST PARK IMPROVEMENTS PROJECT – SEQR LEAD AGENCY AND DETERMINATION OF SIGNIFICANCE RESOLUTION

WHEREAS, the Town of Canandaigua Town Board (hereinafter referred to as Town Board) on March 15, 2021 declared its intent to be designated the Lead Agency for the Town of Canandaigua Outhouse Park West Park Improvements Project (hereinafter referred to as Action) under the provisions of the State Environmental Quality Review (SEQR) Regulations; and

WHEREAS, the Town Board has provided written notices to this effect to the involved and interested agencies; and

WHEREAS, the Town Board has not received any written objections from the involved agencies to the Board's being designated as the lead agency under the SEQR Regulations; and

WHEREAS, the Town Board has previously determined that it is the most appropriate agency to insure the coordination of this Action and for making the determination of significance thereon under the SEQR Regulations.

NOW, THEREFORE BE IT RESOLVED that the Town Board does hereby designate itself as the lead agency for the Action identified above herein;

BE IT FURTHER RESOLVED, the Town Board has reviewed and accepted the completed Full Environmental Assessment Form Part 1 and Parts 2 and 3 prepared by the Town Engineer (MRB Group); and

BE IT FURTHER RESOLVED, the Town Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in Full Environmental Assessment Form Parts 1, 2, and 3.

NOW THEREFORE BE IT FINALLY RESOLVED, that said Action **WILL NOT** result in any significant adverse environmental impacts based on the review of the Full Environmental Assessment Form, and that the Town Board does hereby make a Determination of Non-Significance on said Action, and the Town Supervisor is hereby directed to sign the Full EAF Part 3 (Negative Declaration) as evidence of the Town Board's determination of environmental non-significance.

BE IT FURTHER RESOLVED, the Town Board supports and agrees with the decision made by the previous Town Board of 2010 to identify and declare the 17 acres +/- of land (Outhouse Park West) as Town Parkland; and

BE IT FURTHER RESOLVED, that the Town of Canandaigua, recognizes and fully supports this land as being a designated Town Park as identified within the Town of Canandaigua Parks & Recreation Master Plan 2018-2028 and within the Town of Canandaigua Comprehensive Master Plan 2020; and

BE IT FINALLY RESOLVED, the Town Clerk is hereby directed to provide a copy of this resolution to the Town Manager, Water Superintendent, and the Town Engineer.

Attachment #17

RESOLUTION NO. 2021 - 096: REQUESTING THE LOWERING OF THE 55 MILES PER HOUR POSTED SPEED LIMIT ON THE WESTERN PORTION OF THE CANANDAIGUA/FARMINGTON TOWN LINE ROAD, BETWEEN THE INTERSECTIONS OF STATE ROUTE 332 AND NEW MICHIGAN ROAD, TO 40 MILES PER HOUR, IN CONJUNCTION WITH A SIMILAR REQUEST FROM THE TOWN OF FARMINGTON

WHEREAS, the Canandaigua Town Board (hereinafter referred to as Town Board) has been informed by the Town Highway Superintendent that, the Town of Canandaigua Highway Department in conjunction with the Town of Farmington Highway Department will be completing later this year, work involving the reconstruction of the Canandaigua/Farmington Town Line Road, between the intersections of State Route 332 and New Michigan Road; and

WHEREAS, said Town Line Road is being reconstructed in accordance with the federal highway administration's "Complete Streets Guidelines;" and

WHEREAS, there continues to be additional residential development occurring within this highway corridor mostly in the Town of Farmington; and

WHEREAS, the Town Board desires to have a uniform posted speed limit along the entire length of the above-described section of the Town Line Road, which currently is posted in two sections for 40 miles per hour and 55 miles per hour; and

WHEREAS, the Town Board understands that both Town Highway Superintendents are in agreement with lowering the speed limit along the entire length of this "Complete Streets Project;" and

WHEREAS, the Town Board of the Town of Farmington passed Resolution #106-2021 on February 23, 2021 requesting the same; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby supports the recommended speed reductions from the two Town Highway Superintendents and recommends there be one uniform speed limit of 40 miles per hour posted, upon the completion of said highway improvement project, along the entire section of this jointly owned municipal highway; and

BE IT FURTHER RESOLVED, that the Town Clerk forward certified copies of this Resolution to the Town Highway Superintendents in the towns of Canandaigua and Farmington, the Town of Farmington Principal Account Clerk, the Town Manager, and the two attorneys to the towns of Canandaigua and Farmington; and

BE IT FINALLY RESOLVED, that the Town Clerk forward 2 copies of the attached Form TE-9, along with 2 certified copies of this resolution to William Wright, Commissioner, Ontario County Public Works, 2962 County Road 48, Canandaigua, New York 14424.

Attachment #18

RESOLUTION NO. 2021 – 097: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 152, PARKS AND RECREATION

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering a Local Law to execute a text code amendment to Town Code Chapter § 152 that would clarify language in the code including updating language pertaining to the Director of Parks and Recreation, a position that no longer exists in the Town’s Organizational Chart, and also would create a new section of the chapter, §152-9 which is designed to allow organizations renting a facility the option of obtaining a facility alcohol permit; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on April 19, 2021; and

WHEREAS, the Town Board determines said proposed action is classified as an Unlisted Action under the SEQR Regulations per §617 of the NYS Department of Environmental Conservation Law; and

WHEREAS, the Town Board of the Town of Canandaigua has given consideration to the criteria for determining significance as set forth in § 617.7(c)(1) of the SEQR Regulations and the information contained in the Short Environmental Assessment Form Part 1; and

WHEREAS, the Town Board of the Town of Canandaigua has completed Part 2 and Part 3 of the Short Environmental Assessment Form; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates itself as lead agency for the described action; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has reasonably concluded there would not be any substantial adverse impact on the following: land use planning or zoning regulations; intensity of use of the land; character or quality of the existing community; environmental characteristics; existing level of traffic or infrastructure, use of energy; public or private water supplies; public or private wastewater treatment utilities; character or quality of important historic, archaeological, architectural or aesthetic resources; natural resources; potential for erosion, flooding or drainage problems; or creation of a hazard to environmental resources or human health; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua determines upon the information and analysis documented, the proposed action will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed action; and

BE IT FURTHER RESOLVED, the Town Manager is hereby directed to sign the Short Environmental Assessment Form Part 3 and file with the Town Clerk as evidence the Town Board has determined the proposed action will not result in any significant adverse environmental impact; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to adopt said Local Law; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2021; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua directs the Town Clerk to include SEQR, findings, and narrative of the Town Board of the Town of Canandaigua as it pertains to this Local Law for filing purposes; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2021 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment #19

RESOLUTION NO. 2021 – 098: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE THAT WOULD CHANGE THE LANGUAGE FOR THE CENTERPOINTE PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering a Local Law to amend the language in the Centerpointe PUD to amend the setback requirements to be more in keeping with the proposed Uptown Plan; and

WHEREAS, the Town Board has received a proposal from Ziebart for a portion of the PUD and the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on April 19, 2021; and

WHEREAS, the Town Board determines said proposed action is classified as an Unlisted Action under the SEQR Regulations per §617 of the NYS Department of Environmental Conservation Law; and

WHEREAS, the Town Board of the Town of Canandaigua has given consideration to the criteria for determining significance as set forth in § 617.7(c)(1) of the SEQR Regulations and the information contained in the Short Environmental Assessment Form Part 1; and

WHEREAS, the Town Board of the Town of Canandaigua has completed Part 2 and Part 3 of the Short Environmental Assessment Form; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates itself as lead agency for the described action; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has reasonably concluded there would not be any substantial adverse impact on the following: land use planning or zoning regulations; intensity of use of the land; character or quality of the existing community; environmental characteristics; existing level of traffic or infrastructure, use of energy; public or private water supplies; public or private wastewater treatment utilities; character or quality of important historic, archaeological, architectural or aesthetic resources; natural resources; potential for erosion, flooding or drainage problems; or creation of a hazard to environmental resources or human health; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua determines upon the information and analysis documented, the proposed action will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed action; and

BE IT FURTHER RESOLVED, the Town Manager is hereby directed to sign the Short Environmental Assessment Form Part 3 and file with the Town Clerk as evidence the Town Board has determined the proposed action will not result in any significant adverse environmental impact; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to adopt said Local Law; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2021; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua directs the Town Clerk to include SEQR, findings, and narrative of the Town Board of the Town of Canandaigua as it pertains to this Local Law for filing purposes; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2021 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment #20

RESOLUTION NO. 2021 – 099: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 220-77 THAT WOULD MODIFY EXISTING LANGUAGE RELATED TO ENERGY EFFICIENCY AND LIGHT POLLUTION

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering a Local Law to execute a text code amendment to Town Code Chapter §220-77 that would modify the existing lighting code to include new energy saving measures, new lighting technologies (LED), restrict light glare and trespass, and regulate lighting on docks and along the shores of Canandaigua Lake; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on April 19, 2021; and

WHEREAS, the Town Board determines said proposed action is classified as an Unlisted Action under the SEQR Regulations per §617 of the NYS Department of Environmental Conservation Law; and

WHEREAS, the Town Board of the Town of Canandaigua has given consideration to the criteria for determining significance as set forth in § 617.7(c)(1) of the SEQR Regulations and the information contained in the Short Environmental Assessment Form Part 1; and

WHEREAS, the Town Board of the Town of Canandaigua has completed Part 2 and Part 3 of the Short Environmental Assessment Form; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates itself as lead agency for the described action; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has reasonably concluded there would not be any substantial adverse impact on the following: land use planning or zoning regulations; intensity of use of the land; character or quality of the existing community; environmental characteristics; existing level of traffic or infrastructure, use of energy; public or private water supplies; public or private wastewater treatment utilities; character or quality of important historic, archaeological, architectural or aesthetic resources; natural resources; potential for erosion, flooding or drainage problems; or creation of a hazard to environmental resources or human health; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua determines upon the information and analysis documented, the proposed action will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed action; and

BE IT FURTHER RESOLVED, the Town Manager is hereby directed to sign the Short Environmental Assessment Form Part 3 and file with the Town Clerk as evidence the Town Board has determined the proposed action will not result in any significant adverse environmental impact; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to adopt said Local Law; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2021; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua directs the Town Clerk to include SEQR, findings, and narrative of the Town Board of the Town of Canandaigua as it pertains to this Local Law for filing purposes; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2021 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment #21

RESOLUTION NO.2021 - 100: AUTHORIZING DENSITY ALLOWANCES IN A PROPOSED CONSERVATION SUBDIVISION, MILLER – WILKIN CR32, BRISTOL RD, SR21

WHEREAS, the Town Board of the Town of Canandaigua (“Town Board”) has received a request to increase the allowable density of constructed townhome units and would like to hear from interested parties; and

WHEREAS, the applicant submitted an application to the Planning Board for the following proposed project: the project site is 95.0± acres located on the southeast corner of County Road 32, Bristol Road and State Route 21 and the applicant is proposing to construct 92 for-sale townhome units in a configuration that maintains approximately 72 acres as open space; and

WHEREAS, pursuant to § 261-b of New York Town Law and by § 174-16 C(1)(a) of the Town of Canandaigua Town Code, the base density, as determined allows for 80 units in this project; and

WHEREAS, pursuant to § 261-b of New York Town Law, and by § 174-16 C(1)(b) base density may be increased by up to 15% by the Town Board within areas served by public water and sewer, if permanent public access will be granted to the protected open space land and any associated improvements; and

WHEREAS, the applicant is requesting approval from the Town Board for the fifteen 15% density increase to allow 92 units, which are comprised of 25 two-unit buildings and 14 three-unit buildings and the existing 16.2 acres of constrained lands are to be left undisturbed (preserved) and natural surface trails, preserved/protected open space and a publicly accessible pedestrian link to Miller Park and the Town trail system are among the conservation amenities that are being offered; and

WHEREAS, it is the intent for the Town of Canandaigua and the developer to enter into a proposed conservation easement agreement to provide perpetual conservation protection of certain open spaces and public trail access; and

WHEREAS, the Town Board determines said proposed action is classified as a Type II Action under the SEQR Regulations per §617 of the NYS Department of Environmental Conservation Law; and

WHEREAS, the Town Board of the Town of Canandaigua has given consideration to the criteria for determining significance as set forth in § 617.7(c)(1) of the SEQR Regulations and the information contained in the Short Environmental Assessment Form Part 1; and

WHEREAS, the Town Board of the Town of Canandaigua has completed Part 2 and Part 3 of the Short Environmental Assessment Form; and

WHEREAS, the Town Board held a public hearing for this request at the April 19, 2021 Town Board meeting; and

WHEREAS, the Planning and Public Works Committee has provided recommendations dated February 8, 2021 in which the Planning and Public Works Committee recommends the Town Board support an increase in density; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates itself as lead agency for the action described as authorization for an increase in base density; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has reasonably concluded there would not be any substantial adverse impact on the following: land use planning or zoning regulations; intensity of use of the land; character or quality of the existing community; environmental characteristics; existing level of traffic or infrastructure, use of energy; public or private water supplies; public or private wastewater treatment utilities; character or quality of important historic, archaeological, architectural or aesthetic resources; natural resources; potential for erosion, flooding or drainage problems; or creation of a hazard to environmental resources or human health; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua determines upon the information and analysis documented, the proposed action will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed action; and

BE IT FURTHER RESOLVED, the Town Manager is hereby directed to sign the Short Environmental Assessment Form Part 3 and file with the Town Clerk as evidence the Town Board has determined the proposed action will not result in any significant adverse environmental impact; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to authorize an increase in the base density for the proposed project given the public benefit of additional open space and increased public access to recreational opportunities; and

BE IT FURTHER RESOLVED, the Town Board hereby grants authorization for an increase in density by authorizing the Planning Board to grant the request for up to a 15% density increase, thus allowing the proposal on the subject property, based on §174-16 including any conservation analysis needed, if so required by the Planning Board, with the understanding that the proposed trail system and connections will be available for use by the public; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager to work with the applicant(s), the Town Attorney, and the Planning Board to enter into a conservation easement to the Town of Canandaigua for public access to the trails and open space areas, and further requests the Planning Board to make such easement a condition of any granted approvals prior to any issuance of certificate of occupancy; and

BE IT FINALLY RESOLVED, that the Town Board hereby directs the Town Clerk to provide a copy of this resolution to the project applicant, the Planning Board Chairperson, and the Town Manager.

Attachment #22

RESOLUTION NO. 2021 – 101: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 220-9 RELATED TO MANUFACTURED HOUSING

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering a Local Law to execute a text code amendment to Town Code Chapter § 220-9 that would amend language relating to the installation of a permanent architectural block or concrete wall rather than the use of plastic, fiberglass, or metal type temporary skirting; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on April 19, 2021; and

WHEREAS, the Town Board determines said proposed action is classified as an Unlisted Action under the SEQR Regulations per §617 of the NYS Department of Environmental Conservation Law; and

WHEREAS, the Town Board of the Town of Canandaigua has given consideration to the criteria for determining significance as set forth in § 617.7(c)(1) of the SEQR Regulations and the information contained in the Short Environmental Assessment Form Part 1; and

WHEREAS, the Town Board of the Town of Canandaigua has completed Part 2 and Part 3 of the Short Environmental Assessment Form; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates itself as lead agency for the described action; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has reasonably concluded there would not be any substantial adverse impact on the following: land use planning or zoning regulations; intensity of use of the land; character or quality of the existing community; environmental characteristics; existing level of traffic or infrastructure, use of energy; public or private water supplies; public or private wastewater treatment utilities; character or quality of important historic, archaeological, architectural or aesthetic resources; natural resources; potential for erosion, flooding or drainage problems; or creation of a hazard to environmental resources or human health; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua determines upon the information and analysis documented, the proposed action will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed action; and

BE IT FURTHER RESOLVED, the Town Manager is hereby directed to sign the Short Environmental Assessment Form Part 3 and file with the Town Clerk as evidence the Town Board has determined the proposed action will not result in any significant adverse environmental impact; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to adopt said Local Law; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2021; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua directs the Town Clerk to include SEQR, findings, and narrative of the Town Board of the Town of Canandaigua as it pertains to this Local Law for filing purposes; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2021 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment #23

RESOLUTION NO. 2021 – 102: LINCOLN HILL FARM CATERING INC ALCOHOLIC BEVERAGES LICENSE NOTICE

WHEREAS, on March 30, 2021, the Town Clerk received a 30-Day Advanced Notice, (“30-Day Notice”), for a New Application of the On-Premises Alcoholic Beverages license application for Lincoln Hill Farm Catering LLC to be located at 3530 State Route 364 (TM# 98.15-1-27.100); and

WHEREAS, the Town does not express any opinion for or against the application; and

NOW, THEREFORE, BE IT RESOLVED that, the Town Board takes no further action relative to the 30-Day Notice.

Attachment #24

RESOLUTION NO. 2021 - 103: AUTHORIZATION FOR TOWN ASSESSOR TO BEGIN 2022 REASSESSMENT

WHEREAS, Section 305 of the New York State Real Property Tax Law mandates uniform and equitable assessments; and

WHEREAS, computer-assisted mass appraisal systems and technical advice are available by cooperative agreement with the New York State Office of Real Property Services and Ontario County Real Property and Sylvia Staples, Reassessment Consultant; and

WHEREAS, the last reassessment of our real property took place in 2018; and

WHEREAS, New York State provides State Aid to municipalities that reassess at 100% of market value on a cyclical basis; and

WHEREAS, the Town Board believes that it is in the best interest of the Town to complete a 2022 reassessment in accordance with Section 305 of the New York State Real Property Tax Law; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua as follows:

SECTION 1. That the Assessor for the Town of Canandaigua is hereby authorized to undertake and implement a reassessment for the 2022 assessment roll.

SECTION 2. That the Town Board agrees, in conjunction with the New York State Department of Taxation and Finances Office of Real Property Tax Services, to support the Town's assessment staff in this reassessment.

SECTION 3. That the Town Board authorizes the Assessor to work with the Town Manager to enter into any necessary agreements in keeping within the approved Town Budget. Any agreements resulting in expenditures above and beyond those budgeted must first be approved by the Town Board. Any agreements with private contractors to provide services for this reassessment shall be authorized after approval by the Town Attorney, and the Assessor.

SECTION 4. The Town Board authorizes the assistance of Sylvia Staples, Reassessment Consultant, to help with RPSV4 valuation technical support at a cost of \$40.00 per hour to include: updating land tables, cost and model components, set up options for printing valuation documents, cost and comparable sheets, 510 notices and any other custom reports that are required to help complete the revaluation project, at a cost not to exceed \$5,000. The Town Board authorizes the assistance of Thomas Farley, Ontario County Appraiser, to help with commercial valuation for an estimated total of 75 hours at \$40.00 per hour (\$3,000); Contracts to be paid from AA100.1355.400 (2022 budget); and

BE IT FURTHER RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Town Manager and Town Assessor.

Attachment #25

RESOLUTION NO. 2021 – 104: ACKNOWLEDGING THE INCLUSIVE PLAYGROUND FUNDRAISER SPONSORED BY DREAM BIG! INCLUSION IN MOTION TO BE HELD AT OUTHOUSE PARK

WHEREAS, the Town Board of the Town of Canandaigua ("Town Board") was approached by the nonprofit Dream Big! Inclusion in Motion, with a proposal to host a fundraising event at Outhouse Park that will benefit the inclusive playground project that will be built at Outhouse Park West; and

WHEREAS, the fundraiser will include a "ball drop" with 2,000 golf balls dropped over a grassy area in the park and will involve the use of a truck with a crane and bucket to drop the balls; and

WHEREAS, the Town Board has been working with this nonprofit group for over a year in preparation for the construction of the new inclusive playground; and

WHEREAS, the nonprofit will be responsible for planning the event, to be held in the spring of 2021 at Outhouse Park, as well as coordinating the event with the appropriate Town departments; and

NOW THEREFORE BE IT RESOLVED, The Town Board hereby acknowledges and authorizes the nonprofit Dream Big! Inclusion in Motion to host a fundraising event at Richard P. Outhouse Park in the Town of Canandaigua in the spring of 2021 and thanks the group for their services that will benefit the Town and its residents; and

BE IT FURTHER RESOLVED, the Town Board hereby directs the Town Clerk to provide a copy of this resolution to Mike Bentley of Dream Big! Inclusion in Motion.

RESOLUTION NO. 2021 – 105: APPROVAL OF A TREE PLANTING AT OUTHOUSE PARK IN HONOR OF ARBOR DAY 2021

WHEREAS, in honor of Arbor Day, observed on April 30, 2021, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) wishes to recognize the value that trees and forests provide to the Town of Canandaigua and its residents; and

WHEREAS, the Town of Canandaigua Tree Team also wishes to honor Arbor Day and is recommending the Town Board approve the planting of a tree in honor of the day on April 30, 2021; and

WHEREAS, the Parks Maintenance Assistant is recommending that the tree be planted at Richard P. Outhouse Park in the Town of Canandaigua due to the recent removal there of several diseased and/or dying trees; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves of the planting of one tree in honor of Arbor Day to be planted by members of the Tree Team at Richard P. Outhouse Park on Outhouse Road in the Town of Canandaigua; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Town Manager to execute any documents necessary to carry out this action and to fund the purchase of the tree through the 2021 General Ledger Account AA100.8730.450.

RESOLUTION NO. 2021 – 106: DESIGNATING THE MONTH OF MAY AS COMMUNITY INVOLVEMENT MONTH

WHEREAS, The Town Board of the Town of Canandaigua highly values citizen participation and involvement in our greater community; and

WHEREAS, the quality of life in Canandaigua continues to flourish thanks in part to the involvement and generosity of residents of the greater community; and

WHEREAS, the month of May is often designated as United Way Community Involvement Month with a focus on the annual United Way Campaign Events including the Annual Day of Caring and the Ontario County Food Drive; and

WHEREAS, the Human Resources and Payroll Coordinator will be responsible for the coordination of United Way events for the Town of Canandaigua; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates May as United Way Community Involvement Month; and

BE IT FURTHER RESOLVED, the Town Board authorizes Town employees to participate in the 2021 Annual Day of Caring Volunteer Event held by the United Way on May 20, 2021; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the United Way of Ontario County and the Human Resource and Payroll Coordinator of the Town of Canandaigua.

Attachment #26

RESOLUTION NO. 2021 – 107: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 5610 BUFFALO STREET EXT

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the construction of a new single-family dwelling located at 5610 Buffalo Street Ext.; and

WHEREAS, the Town of Canandaigua Planning Board has determined that a soil erosion and sediment control surety is to be provided and accepted by the Town Board; and

WHEREAS, the Town Code Enforcement Officer Christopher Jensen has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a cash deposit in the amount of \$1,300 for the purposes of the soil erosion and sediment control; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the cash surety (in the form of a check from Jeff Carson) in the total amount of \$1,300.00.

Attachment #27

RESOLUTION NO. 2021 – 108: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 5290 NORTH STREET

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the construction of a new metal storage building located at 5290 North Street; and

WHEREAS, the Town of Canandaigua Planning Board has determined that a soil erosion and sediment control surety is to be provided and accepted by the Town Board; and

WHEREAS, the Town Code Enforcement Officer Christopher Jensen has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a cash deposit in the amount of \$4,738.12 for the purposes of the soil erosion and sediment control; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the cash surety (in the form of a check from J&T Properties of Canandaigua LLC) in the total amount of \$4,738.12.

Attachment #28

RESOLUTION NO. 2021 – 109: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 4015 COUNTY ROAD 16

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the construction of a new single-family dwelling located at 4015 County Road 16; and

WHEREAS, the Town of Canandaigua Planning Board has determined that a soil erosion and sediment control surety is to be provided and accepted by the Town Board; and

WHEREAS, the Town Code Enforcement Officer Christopher Jensen has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a cash deposit in the amount of \$9,237.00 for the purposes of the soil erosion and sediment control; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the cash surety (in the form of a check from James and Colleen Swetman) in the total amount of \$9,237.00.

Attachment #29

NOTE: The following resolution has been drafted and requested by Town Councilman Jared Simpson being presented as submitted without committee review.

RESOLUTION NO. 2021 – 110: SETTING A PUBLIC HEARING ON A SIX-MONTH MORATORIUM OF SUBDIVISION APPLICATIONS IN THE SCR-1 ZONING DISTRICT

WHEREAS, the Town Board of the Town of Canandaigua (“Town Board”) began the process of updating Town Code § 174-16 relating to Conservation Subdivisions on _____; and

WHEREAS, Town Code § 174-16 was created to promote “meaningful open space conservation and natural resource protection in the Town of Canandaigua” and “limit the impact of development on sensitive and/or significant environmental, agricultural, historical and archaeological resources, and to encourage development that enhances the Town’s rural character, pattern and scale of settlement;” and

WHEREAS, in _____ the Town of Canandaigua adopted Ridgeline Development Guidelines in the Comprehensive Plan to “describe methods to site buildings in a manner that minimizes visual impacts, while still allowing for scenic views”; and

WHEREAS, in 2019 the Town of Canandaigua conducted a survey in conjunction with its Comprehensive Plan Review, which found, among other things, the following: (i) 58% of people choosing to live in the Town of Canandaigua moved here for its rural character, (ii) 75% chose the

Town of Canandaigua for its natural beauty, and (iii) 80% of respondents indicated that preservation of natural areas and scenic views is very important; and

WHEREAS, the Town of Canandaigua continues to grow and develop with one of the greatest areas of development focus being the SCR-1 district; and

WHEREAS, the Comprehensive Plan adopted in 2003 contains ten key goals to guide decision-making within the Town of Canandaigua, the first of which is to “[m]aintain Canandaigua’s rural character by preserving farmland and supporting efforts to enhance the economic prospects of agriculture;” and

WHEREAS, the Town of Canandaigua contains some of the best agricultural soils in the world, with the USDA determining that 73% of the Town’s total land area qualifies as high quality agricultural soil that has been designated as “Farmland of Statewide Significance” (Canandaigua Agricultural Enhancement Plan – December 2016, P7, 11); and

WHEREAS, the Town of Canandaigua lost 7.1% of its agricultural land between 2003 and 2009 (Comprehensive Plan Update – August 2011, P2), and that trend has continued in recent years as development pressure has continued to grow, particularly in the SCR-1 district; and

WHEREAS, the most recent update to the Comprehensive Plan, adopted on August 29, 2011, states that one the goals of the update is to “[e]stablish a regulatory and economic framework that supports the preservation and continued development of agriculture;” and

WHEREAS, the SCR-1 district contains many elevated hills and ridgelines that are important to the rural nature of the viewshed in the Town of Canandaigua; and

WHEREAS, the New York State Division of Local Government Services has stated in its document “Land Use Moratoria” (2013, P8) that, “[a] moratorium on land uses or development will be considered a valid interim measure if it is reasonably designed to temporarily halt development while the municipality considers comprehensive zoning changes and the enactment of measures to specifically address the matters of community concern”; and

WHEREAS, additional stated purposes in the “Land Use Moratoria” are to develop or amend a comprehensive plan, zoning regulations, subdivision regulations, site plan regulations, and/or other land use regulations; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby sets a public hearing to be held for May 17, 2021, at 6:00 PM during the Town Board meeting being currently held by Zoom relating to a request for a Six Month Moratorium of Building Applications for Subdivisions in the SCR-1 zoning district;

BE IT FURTHER RESOLVED, that the Town Board does request that the Ordinance Committee and Environmental Conservation Board review the Ridgeline Development Guidelines to create a local law, “Ridgeline Development Law” for the preservation of ridgelines and view sheds within the town; and

BE IT FURTHER RESOLVED, that the Town Board does request that the Conservation Subdivision Committee review current conservation law and provide recommendations to the Town Board to amend Town Law § 174-16; and

BE IT FINALLY RESOLVED, that the Town Board hereby directs the Town Clerk to provide notice of such public hearing and provide a copy of this resolution to the Town Manager, Town Board, Ordinance Committee, Environmental Conservation Board, and Conservation Subdivision Committee.

- Approval of the following Town Board Meeting Minutes:
March 15, 2021

- Payment of the Bills
Abstract Claim Fund Totals presented by Town Clerk
Voucher Summary Report for Town Board signatures
(By signing, Town Board members represent they have reviewed the purchases for compliance with the Town's approved policies & approve of the prepared Voucher Summary Report and the attached invoices)

Utility Abstract dated 3/31/2021 totaling \$ 25,934.85

General Fund	\$ 20,013.26
Capital Projects	\$ 3,242.65
Lighting Districts	\$ 26.23
Water Districts	\$ 2,652.71

Abstract dated 4/19/2021 totaling \$ 537,090.68

General Fund	\$ 153,237.46
Highway Fund	\$ 90,488.06
Capital Projects	\$ 151,028.64
Lighting Districts	\$ 5,970.49
Water Districts	\$ 136,366.03

- Privilege of the Floor

- Other Business
 - Request from Renewable Properties for Payment in Lieu of Taxes (PILOT) Discussion for a solar project on Buffalo Street Extension – Stephanie Loucas, Brian Madigan, and Ben Vollmer (Attachment #31)

 - Preliminary discussion with the Town Manager regarding NYS new legislation pertaining to cannabis, and the local control/revenue options – Town Manager Doug Finch (Attachment #32)

 - Discussion – Ordinance Committee (April 21, 2021) Outdoor Display Signs

- Privilege of the Floor

- Executive Session, as requested

- Adjournment

ATTACHMENT 1

THE SENATE
STATE OF NEW YORK



SENATOR
PAMELA A. HELMING
54TH DISTRICT

RANKING MINORITY MEMBER

HOUSING, CONSTRUCTION AND
COMMUNITY DEVELOPMENT
INSURANCE

COMMITTEES

AGRICULTURE
COMMERCE, ECONOMIC DEVELOPMENT
AND SMALL BUSINESS
CULTURAL AFFAIRS, TOURISM, PARKS
AND RECREATION
RACING, GAMING AND WAGERING

February 22, 2021

Ms. Susan Martenson
5289 Coxe Road
Canandaigua, NY 14424

Dear Ms. Martenson,

Thank you for taking the time to contact me regarding your concerns with the gypsy moth infestation in the Town of Canandaigua. As you are aware, this problem has affected the Town of Canandaigua as well as several other communities in our region.

I truly believe addressing invasive species and the damages they create is critical for maintaining a healthy environment and quality of life. That is why I have successfully advocated for the inclusion of 'invasive species' funding in our state budget. This funding is available to local governments and other organizations through the grant process.

In an effort to address your specific request for individual assistance, I have contacted the New York State Department of Environmental Conservation (NYSDEC) on your behalf. Enclosed is a copy of the letter sent to Timothy Walsh, NYSDEC Region 8 Acting Regional Director. I have also shared your concerns with Canandaigua Town Supervisor Cathy Menikotz. It is my understanding the Town of Canandaigua's Environmental Conservation Board has been active on this issue.

As soon as a response is received, I will be sure to share it with you.

As always, please do not hesitate to contact me if I can be of any assistance to you.

Sincerely,

A handwritten signature in blue ink that reads 'Pamela'.

Pamela A. Helming
Senator, 54th District

Enc.



THE SENATE
STATE OF NEW YORK



SENATOR
PAMELA A. HELMING
54TH DISTRICT

RANKING MINORITY MEMBER

HOUSING, CONSTRUCTION AND
COMMUNITY DEVELOPMENT
INSURANCE

COMMITTEES

AGRICULTURE
COMMERCE, ECONOMIC DEVELOPMENT
AND SMALL BUSINESS
CULTURAL AFFAIRS, TOURISM, PARKS
AND RECREATION
RACING, GAMING AND WAGERING

February 22, 2021

Mr. Timothy Walsh
Acting Regional Director
NYS Department of Environmental Conservation
6274 E. Avon-Lima Road
Avon, NY 14414

Re: Susan Martenson
5289 Coye Road
Canandaigua, NY 14424
(978-905-9582)

Dear Director Walsh,

As New York State Senator for the 54th Senate District, I have the privilege to represent Susan Martenson of Canandaigua, New York.

Ms. Martenson has contacted me to share her personal experience and concerns with the decimation caused by the gypsy moth caterpillars in the Finger Lakes region. Over the last several years, I have supported funding for invasive species removal and will continue to advocate for these issues. Invasive species, such as gypsy moths are an ongoing and growing issue across the Finger Lakes region.

Ms. Martenson has asked for assistance in securing reimbursement to offset the cost of spraying on private property. Enclosed are copies of her correspondence regarding this issue for your information and review. Your willingness to review and respond to her situation is greatly appreciated.

If I can provide further information or be of assistance on Ms. Martenson's behalf, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Helming', written over a blue circular stamp.

Pamela A. Helming
Senator, 54th District

CC: Cathy Menikotz, Canandaigua Town Supervisor

Geneva: 425 Exchange Street, Geneva, NY 14456 • (315) 568-9816 • FAX: (315) 789-1946
Albany: Room 517 Legislative Office Building, Albany, NY 12247 • (518) 455-2366 • FAX: (518) 426-6953
www.helming.nysenate.gov • helming@nysenate.gov

Enc.



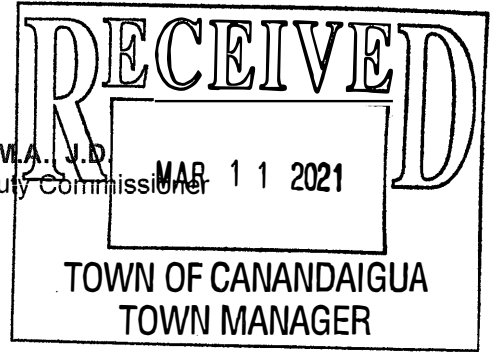


Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

LISA J PINO, M.A., J.D.
Executive Deputy Commissioner



February 26, 2021

Canandaigua Town Board
5440 Routes 5 & 20
Canandaigua, NY 14424

RE: **PUBLIC WATER SUPPLY**
Canandaigua Consolidated WD
(PARTIAL APPROVAL – Completed Works,
Transmission Water Main, Pump Station & Two
Storage Tanks)
Canandaigua (T) – Ontario County

Attn: Cathy Manikotz, Supervisor

Gentlemen:

We have received certification dated February 12, 2021, from Gregory J. Hotaling, PE, MRB Group, that the above-referenced project has been completed in accordance with plans approved by this Department on February 5, 2020. This portion includes the installation of three 150 HP Vertical Turbine Pumps, including all piping and appurtenances. A copy of our APPROVAL OF COMPLETED WORKS (form DOH 1032) is attached for your files.

Very truly yours,

Kendall Larsen
Assistant Engineer

Enc.

pc: MRB Group - Attn: Mr. Hotaling, PE (w/DOH 1032)
Bureau of Water Supply Protection – Attn: Monica King, PE (w/DOH-1032)
Canandaigua T WD – Attn: Mr. Fletcher, Supt (w/DOH-1032)

This approval is issued under provisions of 10 NYCRR, Part 5

Applicant Name	Town of Canandaigua		
Location of	Canandaigua T		
County	Ontario	Water District	Canandaigua Consolidated WD
Transmission Watermain Installation, Pump Station & 2 Storage Tanks			

Plans for the construction of this project were approved on 2/5/2020.

This approval for completed works is issued subject to the following conditions:

- a. The water supply appurtenances will be maintained in accordance with Part 5 of the New York State Sanitary Code.

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

Sheryl Robbins, P.E.
Designated Representative

02/26/2021
Date

Name:	Sheryl C. Robbins, PE
Title:	Professional Engineer 1

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Wednesday, March 17, 2021 2:28 PM
To: Sarah Reynolds
Subject: FW: West lake Parkland purchase

For communication binder please

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Wednesday, March 17, 2021 6:01 AM
To: 'eldreddouglas9@gmail.com' <eldreddouglas9@gmail.com>
Cc: 'Steve Mancini' <smancini@byohome.com>; 'Robert Mancini' <bobmancini999@gmail.com>; CNADLER@cnadlerlaw.com; Brabant, Lance <Lance.Brabant@mrbgroup.com>; Chris Jensen <cjensen@townofcanandaigua.org>; Jean Chrisman <jchrisman@townofcanandaigua.org>
Subject: RE: West lake Parkland purchase

Doug,

Thank you for your email, and the information you have provided. As you are aware, the Town and the owners of the land have had conversations about the future of the RSM proposed development, including entering into an option agreement, relating to the possible purchase of approximately five acres including the lake frontage at 3950 County Road 16 by the Town of Canandaigua.

As you are aware, we have discussed since the beginning the need for amendment consideration of your currently approved plan by the Planning Board to incorporate a reconfiguration taking into account a proposed park on portion(s) of the existing lands as part of the approved subdivision. Until our zoom discussion, we had not discussed rezoning of the parcel(s). The Town Board has process and procedures in the Town of Canandaigua Town Code to consider amendment(s) to the zoning map (rezoning) Article 1, §220-5.

It is my intent by this email to share options (that I can think of to assist you) for the Mancini's to consider relating to their desire to move forward with developing the parcel(s) at 3950 CR16:

- A) SCR-1: As you are aware the parcel(s) at 3950 CR16 are currently zoned SCR-1. In terms of options, since the parcel is already zoned SCR-1 this appears to be the most straight forward option for the owners to consider. It is my understanding they already have an approval on the subdivision, and would likely be able to move forward based on the approved plans under the SCR-1 zoning.
- B) Incentive Zoning: As you noted in your email Incentive Zoning §220-31 is not a district designated for incentives in the SCR-1 zoning §220-31(D) and therefore is not an option for the goal you are attempting to achieve. It is my understanding the Town Board has no current intention of considering an amendment to §220-31.

- C) R-1-20/R-1-30: If you were to petition the Town Board for rezoning of the parcel, it would seem R-1-30 by stated purposed (§220-17) would be more in keeping with the transitional nature between R-1-20 and AR-1. Additionally, as you are aware, a large housing development exists adjacent to the parcel that is already zoned R-1-30.

Rezoning Application: You are welcome to make an official zoning amendment application to the Town Board of the Town of Canandaigua (§220-5). As you are aware, adjoining properties to the parcel(s) at 3950 CR16 are already zoned R-1-20, and R-1-30 on different sides of the subject parcel. If you were to make a rezoning application, the stated purpose of the R-1-30 in §220-17 seems like it would be more in keeping with the current surroundings than the R-1-20 state purposed per Town Code; however, any final determination relating to approval or denial of any future application could only be granted by the Town Board. I would anticipate the Town Board would want the requirements in §220-5 to be addressed including an EAF as part of the petition. They would likely request additional information, such as comparisons with what is currently approved including units and open space. I doubt very seriously that a decrease in open space would be something that is viewed favorably. The application is available online: www.townofcanandaigua.org/post_detail.asp?id=196

It would appear to me that your stated goal of developing the parcel into approximately 90-100 patio homes is probably not a realistic option.

In terms of the sale of the approximately five acres, it is my understanding the sellers want full market price for the parcel as has been detailed in the option agreement; therefore a limited if any benefit exists to the Town.

It would seem the sellers will need to make some decisions in terms of moving forward if they want to consider using the current approval, or attempt to make some other modification.

As always, you are welcome to make application and we would be happy to consider your request. I hope this guidance is useful to you as you continue to consider options.

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: eldreddouglas9@gmail.com <eldreddouglas9@gmail.com>
Sent: Sunday, March 14, 2021 10:15 AM
To: 'Doug Finch, Town Manager' <dfinch@townofcanandaigua.org>
Cc: 'Steve Mancini' <smancini@byohome.com>; 'Robert Mancini' <bobmancini999@gmail.com>
Subject: West lake Parkland purchase

Doug

The following is an analysis options to allow for the Parkland sale and compensatory density increase for West Lake.

Basis of Proposal

The Residences at West Lake was approved for construction of 61 single family homes on the 72.1 ac. Included with the original proposal was the sale of the German Brothers Marina to RSM. Their original plan was to convert the marina to a private marina for use by the residents of the project. Those plans fell through and their current plan, before the

proposed sale of the parkland, was to use the properties nearly 450 lf of frontage and lands across the road from the frontage for a private marine club exclusively for the residents of the development. The Town expressed a desire to purchase approximately 5.8 ac of the property including the lake frontage, and property across the road from the lake frontage for development of a Public Town Park. My understanding is that RSM will agree to sell the proposed parkland to the Town if the Town approves a change in the proposed development plan to include a number of narrower patio homes lots that would result in a total project density of at least 90 lots.

Approval Process

As discussed during our zoom meeting the other day, a straight forward approval process for the Town to approve a minimum of 90 lots is not available. The following options appear to be feasible based on my review of the Code. They include options of rezoning the SCR-1 portion of the property in conjunction with the conservation subdivision regulations and / or the use of the Town's incentive zoning regulations. Four options are evaluated below. The first step in evaluating the options is to determine the allowable density for the rezoning options.

Density Considerations and Calculations for various zoning districts

Density calculations are provided below for the SCR-1 portion of the property. There doesn't appear to be any option to change the density or zoning of the RLD portion of the property. The approved plans had 10 lots within the RLD District one of which was the clubhouse lot on the west side of East Lake Road. The intention was to develop that lot to include a clubhouse with parking and amenities. This lot is now to be sold to the Town for parklands. Without the clubhouse, the area on the on the west side of East Lake Road could be developed for 3 highly desirable lake front lots. Since this is the area to be purchased by the Town, those 3 highly desirable lots would no longer be available. I mention this for the purpose of perhaps finding a means to increase the number of patio home lots to compensate for the loss them.

- Lot Density Calculations for SCR-1 portion of the property – (See approved plans for area numbers used)
- SCR-1 Area = 58.2 Ac
- Minus Constrained Lands
- Wetland 1.96Ac
- Wooded 5.0 Ac
- Easement 0.51 Ac
- Total Constrained Lands 7.47 Ac
- Net Site Area 50.73 Ac

Available Density for SCR-1 Zoning: 50.7 lots
Available Density for R-1-20 Zoning: 110.5 lots
Available Density for R-1-30 Zoning: 73.7 lots

SCR-1 / Incentive Zoning Analysis

The number of lots available under existing zoning is 51 SCR-1 lots plus 12 RLD lots = 63 lots which is 27 short from the number needed. The only way I see to achieve the number of lots required without changing the existing SCR-1 zoning, would be to use the Incentive Zoning Law. However, the SCR-1 district is not currently eligible for use of Incentive Zoning so the Code would have to be changed first. I understand the reluctance to use the law for this purpose but I believe it could simplify the process. For example the loss of RLD lots, the loss of a private marina, the loss of exclusive water frontage coupled with the advantages of having a public park could be monetized and converted to an increase in the development density.

R-1-20 Analysis

The number of lots allowed if the SCR -1 land is rezoned to R-1-20 is 110 lots. With 9 lots in the RLD district that would give you an allowable density overall of 119 lots. Using 60' wide lots I prepare the sketch that had a total of 108 lots. The sketch was done using the same road layout and open space areas that were approved for the original subdivision. The lots would have to be at least 167' deep to meet the minimum lot size spelled out in the Conservation Subdivision Regulations of 10,000 sf. All but 5 lots on my 60' wide lot sketch are at least 167' deep. Lot widths and depths could be

adjusted to get to about 90 conforming lots without changing the approved open space configuration. Therefore, rezoning to R-1-20 in conjunction with the Conservation Subdivision Regulations would provide the necessary vehicles to get to the density required. I believe the spot zoning concern of rezoning to R-1-20 could be alleviated by entering into the record that: a) the purpose of the rezoning is to allow for the community benefit of developing a public park and b) the number of lots allowable would be set so that an excessive benefit would not be granted to RSM.

R-1-30 Analysis

Rezoning to R-1-30 may be more acceptable because some of the adjacent lands are zoned R-1-30 which lessens the spot zoning concern. The maximum allowable number of lots if rezoned to R-1-30 is 74 lots which would provide a total of 83 lots adding in the 9 RLD lots. This would be 7 lots short of 90, however, the Conservation Subdivision Regulations allow the Board to increase the number of lots by 15% or 11 lots which would increase the maximum density to 94 lots. The difficulty of rezoning to R-1-30 is the minimum lot size required using the Conservation Subdivision Regulations is 15,000 sf and it doesn't appear possible to provide a total of 90 lots meeting the 15,000 sf requirement without extending lot lines into the open space. A reduction in open space may be acceptable or a conservation easement could be placed over the area that extends into the open space to achieve the same purpose.

Doug, I hope this helps clarify the options. Of course we want to take the path that you recommend. Let me know if you have any questions or would like me to provide additional information.

Doug Eldred PE
Douglas Eldred Site Engineering PLLC
585-317-5784
eldreddouglas9@gmail.com

sreynolds@townofcanandaigua.org

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Wednesday, March 17, 2021 2:01 PM
To: Sarah Reynolds
Subject: FW: Reimbursement for over paid Canandaigua School taxes due to Town address error

Please add to communication binder

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Wednesday, March 17, 2021 1:52 PM
To: 'jacquil1@rochester.rr.com' <jacquil1@rochester.rr.com>; 'Baxter, Gary G' <Gary.Baxter@ontariocountyny.gov>
Cc: 'cnadler@cnadlerlaw.com' <cnadler@cnadlerlaw.com>; 'ppost@townofcanandaigua.org' <ppost@townofcanandaigua.org>; 'mrowlinson@townofcanandaigua.org' <mrowlinson@townofcanandaigua.org>; 'farrj@canandaiguaschools.org' <farrj@canandaiguaschools.org>; 'jchrisman@townofcanandaigua.org' <jchrisman@townofcanandaigua.org>; 'DeBolt, Christopher P' <Christopher.DeBolt@ontariocountyny.gov>; 'Hoose, Matthew J' <Matthew.Hoose@ontariocountyny.gov>; 'LaPlant, Donna J' <Donna.LaPlant@ontariocountyny.gov>
Subject: RE: Reimbursement for over paid Canandaigua School taxes due to Town address error

Thank you everyone for your emails and comments. I have had the opportunity to speak with some of you on the phone today. I always believe sharing information, so everyone is on the same page is very important.

Gary – thank you for your email. Over the years I have had the honor of working with two different Ontario County Treasurers with Gary Baxter serving always in a matter above and beyond. I have always found Gary to be approachable and willing to dig into a matter and share information openingly. Ontario County Clerk Matt Hoose is the same type of person and both of these men have the best interests of our residents at heart. Including both of them in my original email I knew they would share with us what they know about the matter.

Mr. Acquilano – as the County Treasurer has pointed out, the section of Real Property Law states the property owner as responsible for payment of the taxes. I now understand this is a school tax bill, and the Town of Canandaigua has very limited involvement as the tax bills are generated by the school district, to the address of record, and then the owner of the property is responsible.

Mr. Acquilano – I certainly understand your frustration given the situation, and your thinking from conversations that there might be something the Town Supervisor or the Town might be able to do to help mitigate this situation. Unfortunately to the best of my knowledge, and looking more into this situation today after becoming aware of it, it does not seem there are any measures that are available from the Town of Canandaigua. (New York State Real Property Tax Law 922)

“3. The failure to mail any such statement, or the failure of the addressee to receive the same, shall not in any way affect the validity of the taxes or interest prescribed by law with respect thereto.”

I know in your email you referenced possible litigation, which of course is a right that you certainly have to explore yourself, and you would need to make a decision relating to that option for yourself.

While I understand this is not the answer you were seeking, please know that we all take our responsibility to our residents and community seriously and continuously strive to be fair and enforce the laws and regulations uniformly among all. As always, if I can be of any assistance please do not hesitate to contact me.

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: jacquil1@rochester.rr.com <jacquil1@rochester.rr.com>

Sent: Wednesday, March 17, 2021 11:39 AM

To: 'Baxter, Gary G' <Gary.Baxter@ontariocountyny.gov>

Cc: 'Doug Finch, Town Manager' <dfinch@townofcanandaigua.org>; 'cnadler@cnadlerlaw.com' <cnadler@cnadlerlaw.com>; 'ppost@townofcanandaigua.org' <ppost@townofcanandaigua.org>; 'mrowlinson@townofcanandaigua.org' <mrowlinson@townofcanandaigua.org>; 'farrj@canandaiguaschools.org' <farrj@canandaiguaschools.org>; 'jchrisman@townofcanandaigua.org' <jchrisman@townofcanandaigua.org>; 'DeBolt. Christopher P' <Christopher.DeBolt@ontariocountyny.gov>; 'Hoose, Matthew J' <Matthew.Hoose@ontariocountyny.gov>; 'LaPlant, Donna J' <Donna.LaPlant@ontariocountyny.gov>

Subject: RE: Reimbursement for over paid Canandaigua School taxes due to Town address error

Mr. Baxter,

I agree that the list of people involved with this seems to have grown a lot. Not quite sure that everyone involved in this email chain needs to be.

While the current Real Property Tax Law does disavow taxing entities from culpability for actions/inactions and places all culpability on the property owner, the legality of laws is always open for judicial review. In addition, even when a law allows for an entity to disavow any culpability for its actions/inactions, there is also the consideration of an entities moral and ethical responsibilities for its actions/inactions.

Sincerely,

Jim Acquilano

From: "Baxter, Gary G"

To: Town Manager", "jacquil1@rochester.rr.com"

Cc: "cnadler@cnadlerlaw.com", "ppost@townofcanandaigua.org", "mrowlinson@townofcanandaigua.org", "farrj@canandaiguaschools.org", "jchrisman@townofcanandaigua.org", "DeBolt. Christopher P", Matthew J", Donna J"

Sent: Wednesday March 17 2021 10:53:22AM

Subject: RE: Reimbursement for over paid Canandaigua School taxes due to Town address error

Doug,

To set the record straight I am answering the following points:

- 1) As for the address change and putting the county administrator in line that is fine with me I am not sure how or what control the County Administrator has over the Town of Canandaigua Assessor as it is the Assessor's responsibility to inform the office of Real Property the address for where the properties are located and where the bill would go.
- 2) Not sure why the County Clerk was in the chain as the County Clerk's office has nothing to do with tax bills or correcting any address for tax bills. The other person that should have been in this chain is Donna LaPlant Director of Real Property so I have put her in the chain.
- 3) Just so everyone is on the same playing field in the Real Property Tax Law it is the owner of the property responsibility to make sure that they pay the tax regardless of the owner receives a tax bill or not.
- 4) The Ontario County Real Property office is more than willing to work with town and other municipalities when it comes to address changes when they are notified by the assessor. Ontario County Real Property office will do everything in their power to make sure that the correct address are on the bills when notified by the Assessor's office and have done so in the past.

If there are any questions please feel free to contact me at any time.

Gary G. Baxter

Ontario County Treasurer

From: Doug Finch, Town Manager [<mailto:dfinch@townofcanandaigua.org>]
Sent: Wednesday, March 17, 2021 9:37 AM
To: jacquil1@rochester.rr.com
Cc: cnadler@cnadlerlaw.com; ppost@townofcanandaigua.org; mrowlinson@townofcanandaigua.org; farrj@canandaiguaschools.org; jchrisman@townofcanandaigua.org; DeBolt, Christopher P; Hoose, Matthew J; Baxter, Gary G
Subject: RE: Reimbursement for over paid Canandaigua School taxes due to Town address error

CAUTION: This message originated outside the Ontario County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jim,

Thank you so much, lets try this again.

Also, just so I understand was this a penalty you were charged on school taxes or county/town taxes? I have also added the County Administrator because we might need his help in connecting with County officials.

Douglas E. Finch, Town Manager

Town of Canandaigua

5440 Route 5&20W

Canandaigua, NY 14424

Phone: (585)394-1120 ext. 2234

From: jacquil1@rochester.rr.com <jacquil1@rochester.rr.com>
Sent: Wednesday, March 17, 2021 8:30 AM
To: 'dfinch@townofcanandaigua.org' <dfinch@townofcanandaigua.org>
Cc: 'cnadler@cnadlerlaw.com' <cnadler@cnadlerlaw.com>; 'ppost@townofcanandaigua.org' <ppost@townofcanandaigua.org>; 'mrowlinson@townofcanandaigua.org' <mrowlinson@townofcanandaigua.org>; 'farrj@canandaiguaschools.org' <farrj@canandaiguaschools.org>; 'jchrisman@townofcanandaigua.org' <jchrisman@townofcanandaigua.org>
Subject: Reimbursement for over paid Canandaigua School taxes due to Town address error

Greetings,

Mr. Finch sent an email out this morning that I have attempted to reply to, but due to an error in an email address my system would not allow me to send my reply. I hope that I have included everyone that received a copy of Mr. Finch's email asking if the situation has been resolved. This was the reply that I attempted to send out:

Greetings Mr. Finch,

I thank you for your attention to this matter, and for getting all of the players together on one email; much more efficient this way. At this time this has not been fully resolved. I know that the Town Supervisor is working on it and has been in touch with the Town's Attorney. Yesterday I spoke with Mr. Farr and he will be contacting the Town Supervisor to see what options are available. I would certainly like to avoid going to court, but may have to file a claim by the end of the month if it has not been fully resolved as there are time limits that I must abide by.

What has been resolved is that I spoke with Ms. Chrisman previously and my correct mailing address is in the system, so going forward all tax bills will go to the correct address. Luckily, the Post Office recognized our names and wrote the correct address on the outside of our Town/County tax bill in January so that it was received and paid on time.

Just to clarify for all, had we not had a pandemic begin last year and it unfortunately started to peak in March 2020, the same time that we received our Certificate of Occupancy from the Town, this error probably never would have happened. I do not think that anyone was deficient in their duties, it was an error caused by an unexpected and highly stressful situation. We all were distracted for the vast majority of 2020 between the pandemic, civic protests and a highly contentious election.

I am retired and only do a little consulting to keep active, so I am available if anyone would like to talk. I do appreciate the effort that everyone has been putting forth; I had a productive talk with Mr. Farr yesterday, the first time that we had spoken.

Sincerely,

Jim

James Acquilano

5797 Smith Road

Canandaigua, NY 14424

585-315-3095

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Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL Commissioner

March 19, 2021

Doug Finch, Manager
Town of Canandaigua
5440 Rt. 5 & 20
Canandaigua, NY 14424

RE: Town of Canandaigua Outhouse Road Park Project - SEQR Ontario County Ag District No. 1

Dear Mr. Finch,

The Department does not object to the Town of Canandaigua's request to act as lead agency pursuant to Sections 617.6(b)(2) and (3) of 6 N.Y.C.R.R. of the Environmental Conservation Law. Based upon information provided, it appears that the proposed action will occur within a county adopted, State certified, agricultural district.

Section 305(4) of the Law requires any state agency, public benefit corporation or local government which intends to acquire land or any interest therein within a state certified agricultural district in excess of one acre on an actively operated farm or in excess of ten acres within the district, or which intends to construct or advance public funds for the construction of dwellings, commercial, or industrial facilities, or water or sewer facilities to serve non-farm structures, to file a Final Notice of Intent with the Commissioner of Agriculture and Markets and with the County Agricultural and Farmland Protection Board. Below is a link to the Department website for additional information on the NOI process:

<https://agriculture.ny.gov/land-and-water/notice-intent-requirement>

If you have any questions concerning this matter, please contact me at (518) 457-6320 or judy.littrell@agriculture.ny.gov.

Sincerely,

Judy Littrell, Senior Environmental Analyst

Enc.

Cc:

Lance Brabant, CPESC, MRB Group
Jean Chrisman, Town Clerk



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

KEVIN BUSH, P.E.
Regional Director

File: 32.14-TH
Study: 04200148

March 24, 2021

Ms. Jean Chrisman, Clerk
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, NY 14424

Dear Ms. Chrisman:

We have completed our review of the Buffalo Street Extension, between Conifer Drive and the City of Canandaigua line, relative to the establishment of a lower speed limit. Our review included an observation of roadway characteristics, an analysis of vehicle speed, and a review by the State Police.

During our review, a representative from this office visited the site to evaluate roadway characteristics and analyze vehicle speed by use of radar. We also met with the Traffic Supervisor from the New York State Police at this location to seek his input about lowering the speed limit. In consideration of the roadway characteristics, radar data, and the review by the State Police, we determined that a reduction of the speed limit is not warranted at this time.

Sincerely,

Paul J. Spitzer, P.E.
Regional Traffic Engineer

PJS/AOQ/CAR/mm

cc: T.Sgt. B. Bernard, State Police Troop "E"
W. Wright, Highway Superintendent, Ontario County

From: jacquil1@rochester.rr.com
To: "FarrJ@canandaiguaschools.org"; "dfinch@townofcanandaigua.org"; "CNADLER@cnadlerlaw.com"
Subject: Town Court Update
Date: Friday, March 26, 2021 7:43:03 AM

Greetings Mr. Finch and Mr. Farr,

As I have been reviewing options and taking a look at the time, energy and financial expense involved in trying to have a law ruled as unconstitutional, and upon the advice of others, I have determined that I will not be seeking legal remedy against the Town and School District. I would have enjoyed researching constitutional and case law to support my case, but there are other options available to me to fight injustice and make this a better and safer place for all.

I would ask that you each revisit your policies and procedures regarding notification when tax bills are returned due to the address being wrong. While the current law does not require you to, and there is no culpability in the law for taxing entities regarding any action or inaction, the moral bar that the law imposes on taxing entities is so low that an ant could not walk beneath it. As members of a society and people afforded greater power than the vast majority of New Yorkers, your policies and procedures should exceed the lack of morality that the law imposes upon you. The law creates special considerations for rich corporations to avoid taxes, and then only the most minimal attempt to address the needs of the elderly and disabled, an extra five days. Then imposes all culpability for any action or inaction by a taxing entity upon the common tax payer. No the professional institution or system would blame others for its actions/inactions and then offer no means of reconciliation for the injured party.

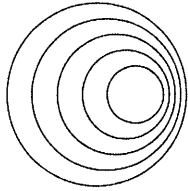
I would also suggest that you revisit how people are notified that taxes are due, with the exception of a couple of lawyers and people actively involved in procuring taxes, I have yet to find anyone that was aware of their responsibility to contact a taxing entity if they do not receive their tax bill, or the severe penalties imposed. It is not common knowledge, and a law that presupposes common knowledge and then does not effectively communicate that knowledge is deficient.

The current law creates a situation where the taxing entities have absolute power, we all know what happens when someone is granted absolute power. Let's throw a little morality back into the equation. I know that you did not write the law, but as members of a society our duty is to operate at a level consistent with what we would want for ourselves, not fall back to a level that the government would have us behave at. Who among you when faced with a child who failed to accept responsibility for their actions, would say, "Ok" and leave it at that.

Ok, I am getting off my moral high horse now. Just needed to get that off my chest so that I can move on and do some good elsewhere.

Sincerely,

James Acquilano



BUCKEYE PIPE LINE TRANSPORTATION LLC

9999 Hamilton Blvd
FIVE TEK PARK
Breinigsville, PA 18031
<http://www.buckeye.com>

*Rec'd
4-2-2021
Copy to:
Jan Katerer
Doug Funch
Chris Jensen
Dale Zakeroff*

March 25, 2021

RE: Upcoming Buckeye Pipeline Inspection – UPSTATE NY – Erie, Genesee, Livingston, Monroe, Ontario, Seneca Counties New York

Dear Pipeline Neighbor:

As you may be aware, Buckeye Partners, L. P. ("Buckeye") and its affiliates own and operate a petroleum products pipeline on or adjacent to your property.

As part of Buckeye's continuous effort to be a responsible neighbor and member of your community, we are notifying you of upcoming activity that will be taking place along our pipeline right-of-way. In the coming weeks, you may notice a work crew conducting a routine survey along the pipeline, known as a Close Interval Survey. This survey is conducted in order to gather data on the current level of corrosion prevention controls, which are needed to protect the pipeline. We have contracted with **Titan Corrosion** to perform the work on our behalf, the crew members will be wearing hardhats and carrying electronic equipment that records information as they walk along the pipeline.

This work is scheduled to begin on or around **April 5th** a second survey will occur in the fall. Due to the length of the pipeline and the uncertainty of weather conditions, we are unable to provide an exact date of the survey across your property. Thank you in advance for your cooperation and understanding.

Sincerely,

Buckeye Partners, L. P.





FEMA

March 26, 2021

Town of Canandaigua
5440 Routes 5 & 20 W
Canandaigua, NY 14424

Dear Canandaigua Town Board:

Thank you for your resolution regarding the Cheshire Volunteer Fire Department application for financial assistance under the fiscal year (FY) 2020 Assistance to Firefighters Grant (AFG) Program.

In FY 2020, a total of \$319.5 million is available to carry out the activities of the AFG Program. Funds are awarded on a competitive basis and made directly to local fire departments and other eligible organizations to enhance their response capabilities and to more effectively protect the health and safety of the public and emergency response personnel with respect to fire and all other hazards. There are three criteria used to make an award determination: 1) whether the request meets the AFG Program's published priorities and criteria; 2) whether the applicant exhibits clear financial need; and 3) whether the application demonstrates tangible benefits from the use of requested funds.

Due to the coronavirus (COVID-19 situation), application panel reviews will be held this spring in a virtual format. Decisions on all applications received will be made on a rolling basis until all available funds have been obligated. Once decisions are reached, each applicant will be directly notified of the outcome.

I appreciate your interest in the AFG Program and look forward to working with you on future homeland security issues. For more information on the FY 2020 AFG Program, I invite you to visit www.fema.gov/firegrants. If you have any further questions or concerns, please have a member of your staff contact the FEMA Office of External Affairs, Congressional and Intergovernmental Affairs Division at (202) 646-4500.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Logan".

Christopher P. Logan
Acting Assistant Administrator
Grant Programs Directorate



Lauren E. Kelly
Director, Government Affairs

March 29, 2021

Dear Municipal Official:

Spectrum Northeast, LLC, ("Spectrum"), locally known as Spectrum, has become aware that on or around April 15, 2021, Cheddar, located on Spectrum channel 221 will rebrand to Cheddar News on the lineup serving your community.

On or around May 3, 2021, New York 1 News, located on Spectrum Channel 215, will move from SPP Tier 1 to SPP Basic.

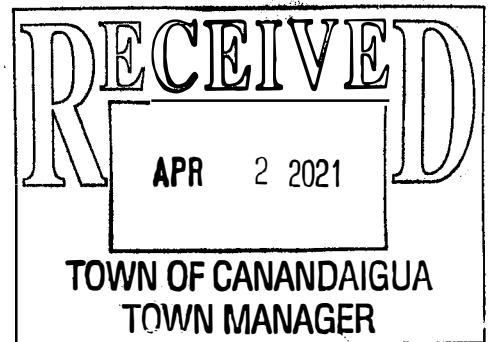
To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions, please feel free to contact me at 585-340-8188 or via email at Lauren.Kelly@charter.com.

Sincerely,

A handwritten signature in cursive script that reads "Lauren E. Kelly".

Lauren E. Kelly
Director, Government Affairs
Charter Communications



From: jchrisman@townofcanandaigua.org
To: "Cindi L. Latin"; dfinch@townofcanandaigua.org
Cc: "Chris Jensen"
Subject: RE: Store Licensing
Date: Tuesday, March 30, 2021 9:27:29 AM

Good Morning Cindi,

I am not aware of any licensing requirements that you will be required to obtain from the Town. You should be all set with your interior renovation and sign permits from the Town's Development Office. Contact Code Enforcement Office Chris Jensen (585-394-1120, Ext 2246) to confirm.

If you have not done so already, you may want to contact the Ontario County Clerk's office (585-396-4200) to make sure that you have your business recorded in their office.

Best wishes – cannot wait for your store to open.

*Jean Chrisman
Town Clerk
Receiver of Taxes
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua NY 14424
585-394-1120 Ext 2225*

From: Cindi L. Latin <clatin@ollies.us>
Sent: Tuesday, March 30, 2021 9:08 AM
To: 'dfinch@townofcanandaigua.org' <dfinch@townofcanandaigua.org>;
'jchrisman@townofcanandaigua.org' <jchrisman@townofcanandaigua.org>
Subject: Store Licensing

Good Morning,

I am with Ollie's Bargain Outlet. We are opening a store at 3225 State Route 364 in Canandaigua. I was wondering if you could let me know what licensing I will need to obtain at Town/county/City level/

Your help is much appreciated

Thanks so much,

Cindi

Cindi L. Latin
Accounts Payable Expenses
Ollie's Bargain Outlet, Inc.

6295 Allentown Blvd., Suite 1
Harrisburg, PA 17112
717-657-2300 x2281
717-525-6812 Fax
clatin@ollies.us

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Jean Chrisman
Town Clerk / Receiver of Taxes
Town of Canandaigua
(585) 394-1120 Ext 2225

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Monday, April 5, 2021 3:59 PM
To: Sarah Reynolds
Subject: FW: Thank You

For communication binder please

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: Mila Garling <leegarling2006@yahoo.com>
Sent: Friday, April 2, 2021 9:10 PM
To: dfinch@townofcanandaigua.org
Subject: Thank You

April 2, 2021

Dear Mr. Finch,

I want to extend my gratitude and thanks to you and your crew members for setting up my mailbox. I hope it will last after this time.

Respectfully,

Mila Garling



CANANDAIGUA LAKE WATERSHED ASSOCIATION

April 5, 2021

Town of Canandaigua
Doug Finch
5440 Route 5 & 20 West
Canandaigua, NY 14424

Re: The Town of Canandaigua's exploration of the acquisition of 4025 Middle Cheshire Road

The Canandaigua Lake Watershed Association (CLWA) would like to offer our support for the Town of Canandaigua's continued efforts to explore land preservation and open space protection opportunities within the watershed.

The mission of the CLWA is to inspire the entire watershed community to become stewards of Canandaigua Lake through education, scientific research, and advocating sound public policy. By engaging all stakeholders, we strive to preserve, protect and restore the lake and its watershed for current and future generations. We applaud the Town's efforts to actively seek new ways to help protect the lake and watershed that our community relies on not only for its incredible recreational and aesthetic value, but for the protection of our drinking water source.

CLWA supports the Town's vision for the preservation of open space, and has also endorsed the 2014 Comprehensive Update of the Canandaigua Lake Watershed Management Plan which cites that "open space is disproportionately important for water quality, providing benefits such as flood protection, increased infiltration, water filtering, and reduced erosion" (pg. 51). Land acquisition opportunities such as those recently presented to the Town are in concert with the overall open space preservation goals of our community.

CLWA looks forward to working with our partners (Municipalities, the Canandaigua Lake Watershed Council, the Finger Lakes Land Trust, and individual citizen groups) to create a coordinated strategic plan for additional protections to water quality and public access, and we encourage all municipalities to consider making similar efforts to that of the Town of Canandaigua.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Atkins".

Neil Atkins
President, Canandaigua Lake Watershed Association

From: [Doug Finch, Town Manager](#)
To: ["Susan Martenson"](#)
Subject: RE: Greetings and update - CLWA Gypsy Moth Scout and Scrape Events
Date: Tuesday, April 6, 2021 4:32:00 PM
Attachments: [helming.pdf](#)

Sue,

Thank you so much for your email and communicating with me about the gypsy moth situation. As you might be aware, the Town Board of the Town of Canandaigua has authorized the hiring of Rebecca Lynn Flying Service to treat the uplands of Onanda Park. Additionally, a group of students and educators from FLCC are doing egg mass scraping and monitoring of Onanda Park. In terms of funding, that is a great question; however, I have not been made aware of any state funding at this point for this type of treatment. I do know that Mr. Walsh from the DEC has been in contact with us as well relative to Rebecca Lynn Flying Service (the company's phone number is 518-537-7433).

I will certainly keep my eye out for any grant funding opportunity for these treatments. As always, please feel free to contact me if I might be of any assistance.

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: Susan Martenson <suemartenson@gmail.com>
Sent: Saturday, March 27, 2021 12:14 PM
To: dfinch@townofcanandaigua.org
Subject: Fwd: Greetings and update - CLWA Gypsy Moth Scout and Scrape Events

Hi Doug: I hope my email finds you well. I wanted to let you know about action we are taking on the Canandaigua Lake Watershed Association (CLWA) to mitigate gypsy moths in public parks. See the below email for details on three events we are holding at Bare Hill, Gannett Hill and Stid Hill in April and May. We have about 30 people signed up for each event, and I believe Town Manager Cathy Menikotz is attending at least one. Our goal is to scrape as many egg casings as possible and to educate people on gypsy moths and how they can treat their own properties.

I wanted to be sure you knew about these events as well!

I'm also hoping we can secure state funding for invasive species as Senator Helming has indicated in her attached letter to me. Are you aware of this type of funding being made available to Canandaigua? I know of more than 110 property owners who have privately hired an aerial spraying company to cover thousands of acres this spring in Canandaigua and South Bristol. I've been in touch with Tim Walsh at the DEC/Region 8 as well.

I wanted to bring this issue to your attention as the gypsy moths are particularly bad and could end up

destroying so much of Canandaigua's natural capital that is essential to the ecological and economic well being of the area.

Best,
Sue Martenson
5289 Coye Road
Canandaigua, NY 14424
978 905 9582

----- Forwarded message -----

From: **Canandaigua Lake Watershed Association** <info@canandaigualakeassoc.org>

Date: Fri, Feb 26, 2021 at 11:01 AM

Subject: CLWA Gypsy Moth Scout and Scrape Events

To: <suemartenson@gmail.com>

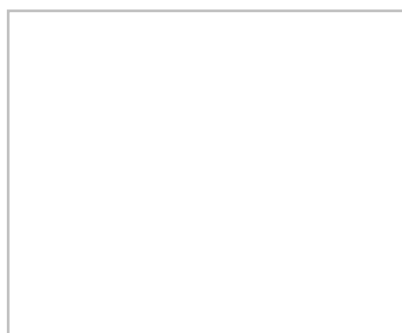


Help Save Our Trees from 2021 Gypsy Moth Outbreak

Join CLWA's Gypsy Moth Scout & Scrape-a-thon in April and May

When our beautiful lake and watershed are bombarded by multiple threats, many of you ask, "but what CAN I do?" CLWA has a new volunteer opportunity to get some fresh air, learn about the relationship between healthy trees and clean water, and physically remove egg masses of the invasive European gypsy moth before they hatch later this spring!

In the spring and summer of 2020, the population of gypsy moths exploded in our region, causing significant defoliation to native hardwood trees. Gypsy moth caterpillars eat young, tender leaves in the spring. Deciduous trees can regrow a new set of leaves by July and can usually withstand two to three successive years of defoliation. However, defoliation reduces the vigor and resistance of trees, and they become more susceptible to drought, pests, and diseases.



Trees die when other stressors, such as disease or other insect outbreaks, attack them in the same year. When populations of gypsy moths are extremely high, as they have been in our watershed, they will even eat evergreen species. Evergreens do not regrow leaves as easily as deciduous trees and can die because of complete defoliation.

What can you do? Volunteer for CLWA's Gypsy Moth Scout & Scrape-a-thon scheduled for Saturday, April 17; Friday, April 24; and Saturday, May 1, from 10:00 a.m. to 12:00 p.m. We will identify and remove gypsy moth egg masses at these three, family-friendly events held at different parks around the lake with noted infestations. One egg mass can contain 600 to 1,000 eggs, so destroying as many as possible will help in the effort to reduce the spring hatch.

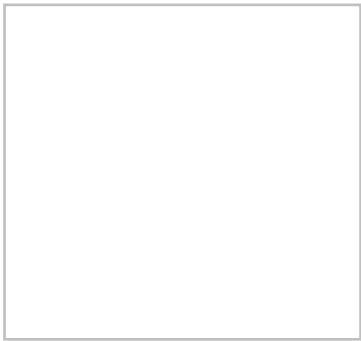
Register below for one or more Scout & Scrape-a-thon events so we can gauge interest and be sure to have proper supplies on hand.

CLWA will provide a short training and materials needed; you provide the interest, personal face masks, and gloves. We will maintain a physically safe distance from each other, wear masks, and enjoy making a dent in the gypsy moth population in an environmentally safe manner.



To Learn More

Check out the NY State Dept. of Environmental Conservation (DEC) website [here](#) for more about gypsy moths and how you can mitigate infestation on your own property. For more about terrestrial invasive species and their impact on trees in our region, see the DEC website [here](#).



Bare Hill

CLWA Gypsy Moth Scout & Scrape-a-thon

When: Saturday, April 17, 2021 (Rain Date: Saturday, April 24)

Where: **Bare Hill Unique Area**, 5950 Van Epps Road, Rushville, 14544

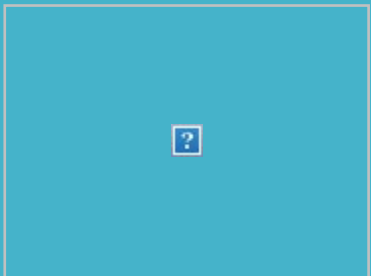
Time: 10:00 a.m. - 12:00 p.m.

Click here to register: [Bare Hill Scout & Scrape-a-thon](#)

After registering, you will receive a confirmation email containing more information about gypsy moth scouting, what to bring, and other details.

CLWA contact for questions: Lynn Klotz, lynn.clwa@gmail.com

Photo credit: www.dec.ny.gov



Ontario County Park at Gannett Hill

CLWA Gypsy Moth Scout & Scrape-a-thon

(*Pending County Approval*)

When: Friday, April 23, 2021 (Rain Date: Friday, April 30)

Where: **Ontario County Park at Gannett Hill**, 6475 Gannett Hill Park Drive, Naples, 14512

Time: 10:00 a.m. - 12:00 p.m.

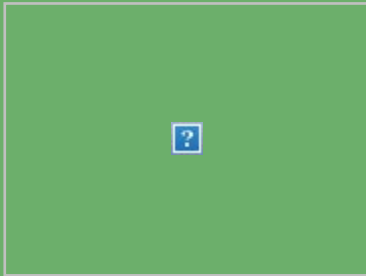
Click here to register: [Gannett Hill Scout & Scrape-a-thon](#)

After registering, you will receive a confirmation email containing more information about gypsy moth

scouting, what to bring, and other details.

CLWA contact for questions: Sue Martenson, suemartenson@gmail.com

Photo credit: www.co.ontario.ny.us



Stid Hill Wildlife Management Area

CLWA Gypsy Moth Scout & Scrape-a-thon

When: Saturday, May 1, 2021 (Rain Date: Saturday, May 8)

Where: **Stid Hill Wildlife Management Area**, 5221 NY Rt 64, Canandaigua, NY 14424

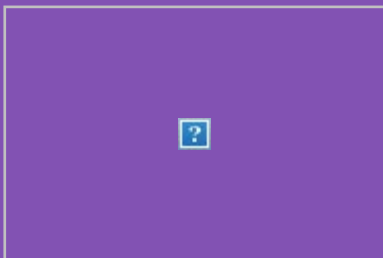
Time: 10:00 a.m. - 12:00 p.m.

Click here to register: [Stid Hill Scout & Scrape-a-thon](#)

After registering, you will receive a confirmation email containing more information about gypsy moth scouting, what to bring, and other details.

CLWA contact for questions: Sonya Carnevale, sonyacarnevale@gmail.com

Photo credit: www.visitfingerlakes.com



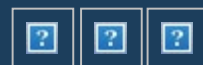
Canandaigua Lake Watershed Association

(585) 394-5030

info@canandaigualakeassoc.org

www.canandaigualakeassoc.org

Connect with us



From: [Doug Finch, Town Manager](#)
To: "[Cathy Menikotz](#)"; "[Gary Davis](#)"; "[Jared Simpson](#)"; "[Linda Dworaczyk](#)"; "[Terry Fennelly](#)"
Cc: [Jean Chrisman](#); jfletcher@townofcanandaigua.org; klo@canandaiguanyork.gov
Subject: FW: 4025 Middle Cheshire Road
Date: Tuesday, April 6, 2021 4:53:00 PM
Attachments: [4025MiddleCheshireRd.pdf](#)
[4025MiddleCheshireRd2.pdf](#)
[CLWA letter to Town of Cndga April 5.pdf](#)
[PRESERVING OPEN SPACE IN THE TOWN OF CANANDAIGUA.pptx](#)

Town Board,

I wanted to give you an update on multiple calls that I have received regarding a request for the Town to purchase 4025 Middle Cheshire Road, the Cook Property.

- Attached please find an unsolicited letter from CLWA for “the Town’s exploration of acquisition of 4025 Middle Cheshire Road”;
- I believe Robin Evans is planning to attend your meeting on 4/19 requesting the Town explore the purchase;
- I understand from a phone conversation I had today with Kevin Olvany that Robin has contacted him to request the CLWC consider a position in support of the Town purchasing the parcel; however, he has informed me that he does not believe the CLWC will take such a position unless the Town Board decides to explore such an option;
- From watching the ECB meeting recording from April 1, 2021 I see the ECB passed a motion in support of the Town considering the purchase of this option;
- From a phone conversation I had on 4/5 I understand that at least two adjacent landowners are having conversations about purchasing the parcel, of which one of those land owners is interested in combining the parcel with his current parcel and making application to the Town for the State’s PDR program, which as you are aware is very competitive;

Again, I have been trying to not really spend any real time on this because the majority of the Town Board has not directed me to explore any such purchase. Perhaps you as a Town Board might discuss at your April meeting and give direction on the matter.

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>

Sent: Thursday, March 11, 2021 1:15 PM

To: 'Cathy Menikotz' <cmenikotz@townofcanandaigua.org>; 'Gary Davis' <gdavis@townofcanandaigua.org>; 'Jared Simpson' <jsimpson@townofcanandaigua.org>; 'Linda Dworaczyk' <ldworaczyk@townofcanandaigua.org>; 'Terry Fennelly' <tfennelly@townofcanandaigua.org>

Cc: Jean Chrisman <jchrisman@townofcanandaigua.org>; Sarah Reynolds <sreynolds@townofcanandaigua.org>; CNADLER@cnadlerlaw.com
Subject: 4025 Middle Cheshire Road

Town Board,

I am emailing you about one of those matters where several of you have started having some conversations; however, as just like any other matter without clear direction from the Town Board given in a public meeting, we do not just chase every idea that comes along.

I have had conversations with at least 3 of you individually about 4025 Middle Cheshire Road (TM#126.00-1-5.110), the Cook property on Middle Cheshire Road next to the Wyffels Farm and Lakewood Meadows. It sounds like several of you have been approached about the possibility of the Town purchasing the property for conservation or for a park. I know some of you are opposed to the idea, and some of you are in favor. It seems as if this matter needs to be discussed either at a Planning (PPW) Committee meeting or even the Town Board so the Town Board can give some overall direction either way if you wish to continue the conversation. I always try to attempt to estimate where the majority of you are at on any issue; however, I think on this you are split. I do not intend to invest any real time in pursuing this matter, unless the Town Board gives clear direction for that action.

Here is what I know about the property:

1. Robin Givens (585-698-8173) called me a few weeks ago to express an interest in the Town purchasing the property. Her proposal was for the Town to purchase it and sell part of it to Connor Dixon-Schwabl who is the property owner to the south and protect the rest and use it as a Town park. She informed me that a number of residents have had conversations about getting together to purchase it; however, they were unable to be able to reach the purchase price;
2. At least one farmer (agriculture operation) has approached me about the possibility of purchasing the property, and then entering the PDR program to recoup some of the purchase price;
3. It is my understanding the property owner to the south of the parcel (Connor) wishes to purchase the farm field closest to his property for hunting purposes;
4. I have attempted to connect the agriculture operator with Connor; however, according to the agriculture operator they both want the same piece of the property for different reasons;
5. It is my understanding at least one developer is also interested in the parcel for residential and open space protection;
6. I have previously had conversations with the Cooks about entering the property into a PDR; however, they were not interested at the time in going through that process (the property does score high from an agriculture use perspective);
7. The property is entirely in an agriculture district, and is partially in the strategic farmland protection area
(http://www.townofcanandaigua.org/documents/files/Strategic%20Farmland%20Protection%20Area%20Map_2016%20Ag%20Plan.pdf);

8. The entire parcel is part of the Landings (Hillcrest) Drainage District and is subject to any taxes or improvements re: the Landings;
9. The entire parcel is in the Canandaigua Lake Watershed;
10. The parcel is adjacent to the Wyffels PDR
(<http://www.townofcanandaigua.org/documents/files/Protected%20Farmland%20in%20Town%20of%20Canandaigua%20Nov%202016.pdf>);
11. The parcel is not in the strategic forest protection area
(http://www.townofcanandaigua.org/documents/files/13_StrategicForestProtectionArea.pdf)
;
12. A very small portion of the parcel is identified as scenic views:
(http://www.townofcanandaigua.org/documents/files/OpenSpace_ScenicViewSheds.pdf);
13. The parcel has a category rating of 3000-6000 in the parcel rating value for conservation (which is in the mid range of the values) due to proximity to Wyffels Farm (this is not a super high rating):
http://www.townofcanandaigua.org/documents/files/OpenSpace_ConservationParcelRating%20May2018.pdf
 - a. Highest ranked parcels are identified in Open Space plan (this is not one of the parcels);
 - b. This specific parcel's score was 2,613 (see Open Space Plan, adopted May 2018 by Town Board);
14. Parcel's soils are classified as prime farmland and prime farmland if drained, with some of statewide importance scoring range of 347.7 (2800 the highest category);
15. Parcel's natural resource rating is the 100 range with high score of 200;
16. Parcel has a development pressure rating of 350-400 which is the highest rating due to the availability of public utilities;
17. The parcel is 143 acres, assessed at \$750,000.00;
18. The parcel is listed for sale at \$ 1,400,000.00;
19. Approximately 40 acres is currently being farmed actively, so purchase by the Town for a park would result in a loss of farmland;
20. The parcel has five different national wetland inventory designated areas in the wooded portion;

As you can tell, there are many factors to consider if the Town wants to have conversations especially when you talk about the loss of farmland. This is why our teams spent so much time ranking every property in the Town for agriculture, open space, and natural resources. Happy to discuss this in much greater detail in a public meeting if that is what you want to do down the road.

As always, let me know if you have any questions.

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234



Finger Lakes Land Trust

202 East Court Street
Ithaca, New York 14850
Tel: (607) 275-9487 / Fax: (607) 275-0037

. . . working to protect the natural integrity of the Finger Lakes Region.

Mr. Doug Finch
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

Dear Doug:

I recently noted that the asking price for the undeveloped acreage at 4025 Middle Cheshire Road has been reduced to \$1,150,000. As I mentioned during our last conversation, acquisition of this land for conservation would help ensure water quality within Canandaigua Lake while providing outstanding opportunities for outdoor recreation.

This property's forested slopes filter runoff to the lake and the size of the site makes it ideally suited for the establishment of recreational trails. Its proximity to nearby residential neighborhoods would ensure significant levels of use by the public.

The Finger Lakes Land Trust is prepared to assist the Town of Canandaigua with the acquisition of this property should a decision be made to pursue the land.

Please do not hesitate to call me if you would like to further discuss this opportunity, or if I can be of assistance in any way.

Thanks very much for your consideration.

Sincerely,

Andrew E. Zepp
Executive Director

To the Members of the Town Board of Canandaigua:

As a resident(s) of the Town of Canandaigua, I/we support the proposal that the Town preserve the property for sale at 4025 Middle Cheshire Road as green space.

By purchasing this 143 acre property, the Town will among other things:

- *Protect Canandaigua Lake water quality
- *Preserve green space that is under the threat of development
- *Conserve the land for wildlife habitat and scenic views

By signing this letter, please consider this my/our support as a resident of the Town of Canandaigua

Nancy J. Lightfoot
Signature(s)

4924 Sunrise Circle Canandaigua, NY 14424
Address

Additional Comments:

Dear Town Board Members,

As representatives of the people in our wonderful town and Canandaigua community, I urge you to seriously consider this golden opportunity to secure green space for our current residents and for future generations!

Thank you -
NJC



To the Members of the Town Board of Canandaigua:

As a resident(s) of the Town of Canandaigua, I/we support the proposal that the Town preserve the property for sale at 4025 Middle Cheshire Road as green space.

By purchasing this 143 acre property, the Town will among other things:

- *Protect Canandaigua Lake water quality
- *Preserve green space that is under the threat of development
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By signing this letter, please consider this my/our support as a resident of the Town of Canandaigua

Charles D Lightfoot

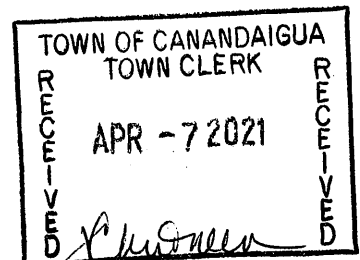
Signature(s)

4924 Sunrise Circle Canandaigua

Address

Additional Comments:

The ratio of developed land to undeveloped land has risen much too
at an accelerated pace
high over the past 40-50 years.
The area in question is a case in point.



SARALINDA HOOKER
3414 West Lake Boulevard
Canandaigua, New York 14424
585-394-5052 (cell 585-705-1865) shooker7373@gmail.com

Canandaigua Town Board
Town of Canandaigua
5440 Routes 5&20 West
Canandaigua, NY 14424

Dear Town Board members,

I am writing in support of the idea of having the Town investigate the feasibility of purchasing the Cook property at 4025 Middle Cheshire Road. As a resident and regular user of the Southern Corridor's roads and open spaces for walking, bike riding and bird watching, I welcome the interest in protecting a large piece of undeveloped and mostly wooded land on the west side of the lake. It would be particularly appealing if one or more trail links could be developed connecting West Lake Road and Middle Cheshire Road, providing for a looped route with significant elevation gain. For this reason, I am also very much in favor of the development of the trail between the Water Plant and Middle Cheshire Road, as suggested in your recent Middle Cheshire Road report. Even regardless of the possible wider trail links I believe the protection of the Cook property from development would be worthwhile for habitat protection and passive recreation.

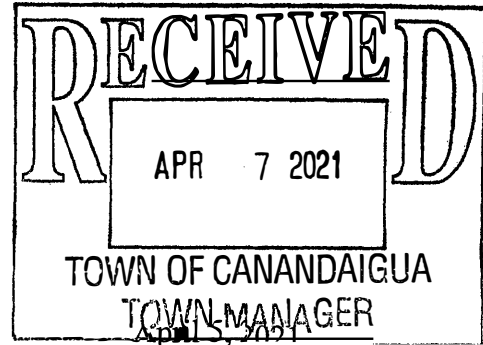
But not at any price. My enthusiasm for this possible acquisition is somewhat diminished by the asking price for the parcel, and I am only in favor of Town purchase of the property if the price can be brought into a reasonable relationship with the assessed value. I had similar reservations about the proposed purchase of the Kellogg property, despite the two appraisals. I have generally had a good deal of respect for the work of the Town's assessors over the years, but the apparent willingness of the Town Board to ignore assessed value in pursuit of a parcel with an asking price at the far upper end of the market struck me as a serious mistake, undermining public confidence in the entire local assessment system and the good sense of our elected officials. I understand that a townwide revaluation is now underway and that that Equalization Rate has fallen to 95% of market value, and this suggests to me that any offer the Town were to make on this parcel should be for no more than 5% above the current assessed value. Have some confidence in the work of your assessment staff and the instinctive frugality of most town residents.

Sincerely yours,

Saralinda Hooker



**Agriculture
and Markets**



Catherine Menikotz
Town Supervisor - Town of Canandaigua
5440 Route 5 and 20 West
Canandaigua, NY 14424

Enclosed is the **Dog Control Officer Inspection Report** completed on **02/18/2021**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Paulina Renggli
Animal Health Inspector

DOG CONTROL OFFICER INSPECTION REPORT - DL-89Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **2/18/21 2:45 pm****ONTARIO COUNTY HUMANE SOCIETY INC
HAPPY TAILS ANIMAL SHELTER
2976 COUNTY RD 48
CANANDAIGUA NY 14424**Inspector: **Paulina Renggli**Inspector #: **71**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|----------------|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| 4. Veterinary care is provided when necessary | Yes |
| 5. Dogs are euthanized humanely | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Not Applicable |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Not Applicable |
| 9. Owners of identified dogs are properly notified | Yes |
| 10. Redeemed dogs are licensed before release | Not Applicable |
| 11. Proper impoundment fees paid before dogs are released | Not Applicable |

 Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
3204	Town of East Bloomfield
3205	Town of Farmington
3201	Town of Bristol
3202	Town of Canadice
3203	Town of Canandaigua
3207	Town of Gorham
3208	Town of Hopewell
3209	Town of Manchester
3210	Town of Naples
3211	Town of Phelps
3212	Town of Richmond
3213	Town of Seneca
3214	Town of South Bristol
3215	Town of Victor
3216	Town of West Bloomfield
3217	City of Canandaigua
3218	City of Geneva
3206	Town of Geneva

 Additional Information for Inspection:

Number of Dogs Seized:

Number of dogs seized since previous inspection: 250

Associated Municipal Shelter(s):

Name of Shelter(s): Ontario County Humane Society

Holding Facility:

Dogs held before transport to shelter? (Yes/No): No

Location(s): N/A

REMARKS:

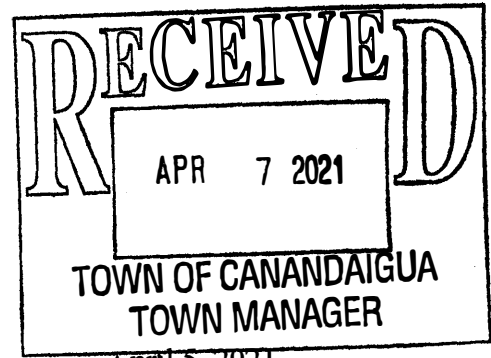
N/A= Shelter handles

 REPRESENTATIVE PRESENT FOR INSPECTION: **Dianne Faas**
 TITLE: **Shelter Manager**

 REVIEWED BY: **Emily Cacchione**
 REVIEWED DATE: **03/31/2021**



**Agriculture
and Markets**



April 5, 2021

Catherine Menikotz
Town Supervisor - Town of Canandaigua
5440 Route 5 and 20 West
Canandaigua, NY 14424

Enclosed is the **Municipal Shelter Inspection Report** completed on **02/18/2021**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Paulina Renggli
Animal Health Inspector

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **2/18/21 2:45 pm****ONTARIO COUNTY HUMANE SOCIETY INC
HAPPY TAILS ANIMAL SHELTER
2976 COUNTY RD 48
CANANDAIGUA NY 14424**Inspector: **Paulina Renggli**Inspector #: **71**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | Yes |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
3204	Town of East Bloomfield
3205	Town of Farmington
3201	Town of Bristol
3202	Town of Canadice
3203	Town of Canandaigua
3207	Town of Gorham
3208	Town of Hopewell
3209	Town of Manchester
3210	Town of Naples
3211	Town of Phelps
3212	Town of Richmond
3213	Town of Seneca
3214	Town of South Bristol
3215	Town of Victor
3216	Town of West Bloomfield
3217	City of Canandaigua
3218	City of Geneva
3206	Town of Geneva

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Diana Faas**
TITLE: **Shelter Manager**REVIEWED BY: **Emily Cacchione**
REVIEWED DATE: **03/31/2021**

ATTACHMENT 2

Assessor's Report – April 6, 2021

There were only 3 residential sales recorded in the MLS for the Town of Canandaigua for the month of March 2021. These sales were all single-family houses ranging from \$320,000 - \$515,000 with an average sale price of \$386,667 and a median value of \$325,000. The average days on market was only 4 days. The average List/Sale ratio was 99.2%.

By comparison, March 2020 had a total of 12 residential sales. There were 11 single-family houses ranging from \$155,500 - \$699,900 with an average sale price of \$316,977 and a median value of \$238,000. The average days on market was 40 days. The average List/Sale ratio was 95.4%. There was also 1 townhouse that sold for \$405,000 after 15 days on market with a List/Sale ratio of 94.2%.

There are currently 12 active residential listings and 12 properties under contract in our town.

The month of April is a busy one in the assessment department as we prepare for the filing of the Tentative Roll on May 1, 2021. Work continues in recording the inventory from the new construction and improvements that have occurred between March 1, 2020 and March 1, 2021. Any recorded property improvements (i.e., porch, deck, patio, generator, solar panel, etc.) bring about a change of assessment. Change of Assessment notifications will be mailed on May 3, 2021. If a property owner does not receive a change notification it means no changes were made to the assessment.

Respectfully Submitted,

Pam Post, Assessor

Town Clerk Report for the April 19, 2021, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of March 2021 totaled \$41,268.60 (see attached).
2. **2021 Tax Collection:** This tax season went very well. The total collected for the 2021 tax season was \$12,207,663.69 (98%). This is compared to:

2020 Tax Season of \$12,065,100.33 (98%)
2019 Tax Season of \$11,578,003.49 (98%)
2018 Tax Season of \$11,033,142.82 (98%)
2017 Tax Season of \$10,604,750.70 (98%)

Attached is a Collection Summary Report for the year. The property owners who have not paid their 2021 tax bill in full on / before April 1, must contact the Ontario County Treasurer's office for further payment options. This year only 87 tax bills were forwarded to Ontario County to be collected through their office.

I want to thank Deputy Town Clerk Lisa Record and Deputy Town Clerk Rebeca Doyle for their hard work in making this tax season go so smoothly.

And to the Town of Canandaigua residents, *THANK YOU*. What a great collection percentage rate even with the Covid-19 pandemic. Great job Canandaigua!

3. **Park Reservations:** Deputy Town Clerk Lisa Record has taken the lead and has been working closely with ASTRA to get the online park reservation program to the point where it can be launched online from the Town's website. We are extremely close to that launch date with the anticipation of sending out an announcement through all media outlet in the early days of the week of April 12. In these final days, Deputy Clerk Lisa Record has been working on importing facility descriptions and photos for each facility. I have been finalizing the credit card setup and receipt of daily reports.
4. **Social Media:** As we have heard from many residents that they were not aware of our Town's website, Facebook page, or that they could receive instant emails from the Town, starting with the April 2021 dog license renewals, my office is inserting a piece of paper identifying these social media outlets (website address and QR code). We will continue to do this for at least the coming year.
5. **Resolutions:**
 - a. TE-9 Speed Limit Study – Seneca Point Road
 - b. Liquor License (Lincoln Hill Farms Catering)
 - c. Fee Scheduled Amendments (parks and water)
 - d. Surety Resolutions (Carson, JT Properties, Swetman)
 - e. Park Reservation Credit Card (BridegPAY and MunicPAY)

Please let me know if you have any questions.

Submitted by,

Jean Chrisman

Jean Chrisman
Town Clerk

Town of Canandaigua Town & County 2021 Collection Summary

Batches 1 thru 161

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Town & County 2021	12207663.69	11388.50	0.00	0.00	194137.14
Totals:	12207663.69	11388.50	0.00	0.00	194137.14

Collection Statistics:

Number of Postings:	5011
Percentage Collected:	98%
Number of Adjustments:	5
Number of Voids:	44
Number of Returned Payments:	0
Number Refunded Duplicate Pmnts:	3
Total Refunded:	5073.38
Notice Handling Fees Collected:	0.00

Received Via:	
On-Line:	75
Mail:	3722
Counter:	1173

Cash:	49002.53
Check:	10396676.25
Other:	1465416.22
Total:	11911095.00
Minus Duplicate/Over Payments:	
	0.00
11911095.00	
Taxes:	12207663.69
Penalty:	11388.50
Surcharge:	0.00
Ret. Check Fees:	40.00
Notice Fees:	0.00
Total:	12219092.19
Minus Direct / Under Payments:	
41 Direct:	307997.19
0 Under:	0.00
11911095.00	

Other Payment Type Breakout:

Credit Card:	13	26496.39
Money Order:	1	500.00
Another Type:	568	1304347.31
Online Payment:	75	134072.52

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Paviliions	Onanda Halls/Lodging	17	3,865.00
	Park Rentals	Onanda Cabin Residential Weekly	6	1,650.00
		Sub-Total:		\$5,515.00
A1255	Marriage Lic.	Marriage License Fees	1	17.50
		Sub-Total:		\$17.50
AA100.1255	Conservation	Conservation	5	5.54
		Sub-Total:		\$5.54
AA100.1603	Geneology Cert.	Geneology cert	2	22.00
	Misc. Fees	Death Cert	42	420.00
		Genelogy Fee	1	11.00
		Sub-Total:		\$453.00
AA100.2001	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	3	255.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	15	5,035.00
	Onanda Park Pavilion	Onanda Park Pavilions	9	625.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	12	1,650.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	4	180.00
	Pavilion rental	Pierce Park Pavilions	5	75.00
		Sub-Total:		\$7,820.00
AA100.2110	Plan & Zone	Zoning Fee	21	3,300.00
		Sub-Total:		\$3,300.00
AA100.2120	Plan & Zone	Soil Erosion	2	300.00
		Sub-Total:		\$300.00
AA100.2544	Dog Licensing	Female, Spayed	47	893.00
		Female, Unspayed	12	324.00
		Male, Neutered	53	1,007.00
		Male, Unneutered	4	108.00
		Replacement Tags	4	12.00
	Late Fees	Late Fees	27	135.00
		Sub-Total:		\$2,479.00
AA100.2590	Building Fee	Building Fee	35	6,475.40
	Plan & Zone	Site Development	9	1,718.00
		Sub-Total:		\$8,193.40
AA100.2591	Misc. Fees	Transfer Coupons	1486	2,972.00
		Sub-Total:		\$2,972.00
CM100-2001	Plan & Zone	Parks And Recreation	2	2,000.00
		Sub-Total:		\$2,000.00
SW500.2140	Rents Payments	Rents Payments	16	2,829.34
		Sub-Total:		\$2,829.34
SW500.2142	Water Sales	Water Sales	6	157.00

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$157.00
SW500.2144	Service Hookups	Service Hookups	2	2,600.00
			Sub-Total:	\$2,600.00
SW500.2148	Penalty	Penalty	12	161.86
			Sub-Total:	\$161.86
SW500.2655	Meter Replacements	Meter Replacement	1	2,200.00
			Sub-Total:	\$2,200.00
Total Local Shares Remitted:				\$41,003.64
Amount paid to:	NYS Ag. & Markets for spay/neuter program			148.00
Amount paid to:	NYS Environmental Conservation			94.46
Amount paid to:	State Health Dept. For Marriage Licenses			22.50
Total State, County & Local Revenues:		\$41,268.60	Total Non-Local Revenues:	
			\$264.96	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jean Chrisman, Town Clerk, Town of Canadaigua during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

	
_____ Supervisor	_____ Town Clerk
	
_____ Date	_____ Date

TOWN OF CANANDAIGUA
TOWN MANAGER MONTHLY REPORT

April 19, 2021

PERSONNEL

KUDOS: Special congratulations to Town Assessor Pam Post who has recently completed her courses to become a certified Assessor. Congratulations Pam on this achievement, which you have been working so diligently on for a couple years now. Job well done!

FINANCE

NYCLASS: Attached to my report is the most recent statement from NYCLASS regarding our reserve funds. Interest rates are down, and the interest income is also down accordingly.

GENERAL:

PDR: As you are aware, last month we were excited the Stryker (Kim-Mar Farms, LLC) PDR (purchase of development rights) project closed permanently protecting the land by extinguishing the development rights. On April 13, 2021 I was able to sign the Purdy's letter of intent with the Town of Canandaigua to close on their farm on Sandhill Road adding another 186 acres into the protected status in the Padelford Brook Greenway. This brings us to near 3,000 acres of protected farmland in the Town of Canandaigua. Closing on the Purdy Farm PDR will likely take place in the next couple of months. This is the first PDR awarded directly to the Town of Canandaigua where the Town of Canandaigua is responsible for the conservation easement, and the monitoring of the PDR.

KIWANIS: On April 13, 2021 I was able to speak in person to Kiwanis about events and updates going on in the Town of Canandaigua. Kiwanis continues to be a big supporter of the Think Big! Inclusion in Motion playground planned at Outhouse West. Kiwanis held a chicken bbq this past week to raise money for the playground during which all dinners were sold out.

STRATEGIC PLANNING: I am requesting a strategic planning session with the Town Board, and possibly with the CIC and/or others if so desired. Strategic Planning is a tool that is great for allowing us to focus together on common goals to accomplish together rather than everyone going in different directions.

Sincerely,
Doug Finch, Town Manager



Corporate Office:
860 Linden Ave., Suite B
Rochester, NY 14625
P: (585) 381-7362

Date: 03/24/2021 01:00pm EDT
 Inspector: Matt Lee
 Property Name: Town of Canandaigua (Fire Station #2)
 Property Address: 5298 Parkside Drive
 Canandaigua NY 14424

REPORT OF INSPECTION - WET AND DRY AUTOMATIC FIRE SPRINKLER SYSTEMS

Notes:

- 1) This form covers the minimum requirements of NFPA-25 2017 for wet and dry pipe fire sprinkler systems.
- 2) All questions are to be answered Yes, No, or Not Applicable. All "No" answers are to be explained in section 11 of this form.

1. GENERAL:

- a. Is the building occupied? Yes No N/A
- b. Are ALL fire sprinkler system(s) in service? Yes No N/A
- c. Has the occupancy and hazard contents remained the same since the last inspection? Yes No N/A
- d. Has the fire sprinkler system(s) remained in service without modification since the last inspection? Yes No N/A
- e. Are any new additions and building changes properly protected? Yes No N/A
- f. Is all stock or storage properly located below sprinkler piping? Yes No N/A
- g. In areas protected by wet system(s), does building appear to be properly heated? (40°F or higher) Yes No N/A
- h. Are gauges less than 5 years old? Yes No N/A
Date of Gauges 8/13/19
- i. Is Hydraulic Nameplate (calculated systems) securely attached to riser and legible? Yes No N/A
- j. Signage / Identification signs in place? Yes No N/A

2. SPRINKLERS:

- a. Proper number (at least 6) and type of heads in spare head cabinet? Yes No N/A
- b. Head wrench in spare head cabinet? Yes No N/A
- c. Visible Sprinklers:
 - 1. Proper position? Yes No N/A
 - 2. Proper temperature? Yes No N/A
 - 3. Free of corrosion and physical damage? Yes No N/A
 - 4. Free of foreign materials and paint? Yes No N/A
 - 5. Liquid in all glass bulb sprinklers? Yes No N/A
- d. Standard response heads less than 50 years old? Yes No N/A
Date of Sprinkler 1989, 90
- e. Quick response heads less than 20 years old? Yes No N/A
Date of Sprinkler _____
- f. Dry-Type heads less than 10 years old? Yes No N/A
Date of Sprinkler _____
- g. Residential heads less than 20 years old? Yes No N/A
Date of Sprinkler _____
- h. Sprinklers prior to 1920 replaced? Yes No N/A

3. ALARMS:

- a. Water motor and gong tests satisfactory? Yes No N/A
- b. Electric water flow alarm test satisfactory? Yes No N/A
- c. Low air pressure alarm test satisfactory? Yes No N/A
- d. Tamper switch alarm test satisfactory? Yes No N/A

4. FIRE DEPARTMENT CONNECTION (FDC):

- a. Caps or plugs in place? Yes No N/A
- b. Swivels rotate freely? Yes No N/A
- c. Gaskets in place and in good condition? Yes No N/A
- d. Visible and accessible? Yes No N/A
- e. Identification sign/plate in place? Yes No N/A
- g. Ball drip valve in place and operational? Yes No N/A

5. CONTROL VALVES & BACKFLOW PREVENTERS:

- a. Accessible and free from external leaks? Yes No N/A
- b. In correct (open or closed) position? Yes No N/A
- c. Sealed, locked or supervised? Yes No N/A
- d. Appropriate wrenches provided? Yes No N/A
- e. Relief port on RPZ not discharging? Yes No N/A
- f. Operating stems of OS&Y valves lubricated? Yes No N/A
- g. PIVs opened until spring or torsion felt in rod? Yes No N/A
- h. PIVs and OS&Ys 1/4 turn from full open? Yes No N/A
- i. Control valves completely closed and reopened? Yes No N/A

6. PIPING:

- a. Visible pipe & hangers:
 - 1. In good condition, no external corrosion? Yes No N/A
 - 2. No mechanical damage or leaks? Yes No N/A
 - 3. Properly aligned and no external loads? Yes No N/A
 - 4. Hangers and seismic braces not damaged, loose or missing? Yes No N/A

7. WET SYSTEMS:

- a. Gauges appear to be in good condition? Yes No N/A
- b. Normal supply water pressure? Yes No N/A
Supply psi 76 System psi 76
- c. Alarm valve free of physical damage? Yes No N/A
- d. Alarm valve trim valves are in appropriate open or closed position? Yes No N/A
- e. Retarding chamber or alarm drain not leaking? Yes No N/A
- f. Antifreeze solution checked prior to freezing conditions? Yes No N/A
Freeze point? _____ °F
- g. Main drain test conducted? (Record results in section 10) Yes No N/A

8. DRY SYSTEMS:

- a. Gauges appear to be in good condition? Yes No N/A
- b. Normal supply air/water pressure? Yes No N/A
Air psi _____ Accelerator psi _____ Water psi _____
- c. Dry valve free of physical damage? Yes No N/A
- d. Dry valve trim valves are in appropriate open or closed position? Yes No N/A
- e. No leakage from intermediate chamber? Yes No N/A
- f. Main drain test conducted? (Record results in section 11) Yes No N/A
- g. Dry pipe valve in good condition internally? (check at trip test) Yes No N/A
- h. Dry pipe valve full trip test within last three years? Yes No N/A
Date of last full trip test? _____
If full trip test to be done during this inspection, please attach dry pipe valve test report.
- i. Dry pipe valve partial trip test? Yes No N/A
(Unless full trip test done) Initial air psi _____ and water psi _____
When valve tripped, air psi _____ and time _____ sec

From: [BPD](#)
To: dfinch@townofcanandaigua.org; [Kate Silvertrim \(ksilvertrim@townofcanandaigua.org\)](mailto:ksilvertrim@townofcanandaigua.org); ["jfletcher@townofcanandaigua.org"](mailto:jfletcher@townofcanandaigua.org)
Subject: T. Canandaigua
Date: Friday, April 9, 2021 11:55:17 AM
Attachments: [Canandaigua - \\$7,570,000 CP Timeline.pdf](#)

Hi Doug,

As we get closer to the Note maturity date of July 30th, we'd like to set up either a conference call or a zoom meeting to discuss the capital project status and upcoming financing. Let me know if you have availability in the next couple of weeks to discuss.

Attached is a copy of the financial plan for your reference.

You'd also previously mentioned that you may want to add other smaller authorizations in with the upcoming financing, so we may want to also discuss that as well.

Thank you,
Tammy

Tamara A. Bullis

(working remotely please call cell 585-455-2799)

Bernard P. Donegan, Inc.
345 Woodcliff Drive, 2nd Floor
Fairport, NY 14450
(585) 924-2145
(585) 924-4636 FAX

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TOWN OF CANANDAIGUA
\$7,570,000 CAPITAL PROJECT
(WATER BOOSTER STATION, TRANSMISSION MAIN AND STORAGE TANKS)
FINANCING TIMELINE—July 16, 2018
UPDATED— November 6, 2020

Advertise	=	January 2020
Open Bids	=	03-27-20
Award Bids	=	04-20-20
Construction	=	May 2020
Complete	=	June 2021
Provided by:	G. Hotaling Mtg 04/22/20	

06-18-18
BOND RESOLUTION ADOPTED
(PPU = 40 yrs)
\$7,570,000 Max Cost
\$7,570,000 Max Bonds

06-26-18
PUBLISH NOTICE OF ESTOPPEL

07-17-18
NOTICE OF ESTOPPEL EXPIRES

LATEST CDU FILING
N/A

LATEST CASH FLOW
02-07-20

REVENUES	
WIIA	\$3,000,000
Fund Balance	1,000,000
Serial Bonds	<u>3,570,000</u>
TOTAL:	\$7,570,000

	W/ WIIA	W/O WIIA
DS =	\$ 95.96	\$162.14
O + M =	144.83	144.85
Commodity =	<u>217.90</u>	<u>217.90</u>
Total =	\$458.69	\$524.87

Per Eng. Report Jan. 2018

Add other authorizations to SB? May 2021

07-22-21 12-15-49 END

\$3,570,000 SB?
(Series #1.1)
(Series #2.1)
4.00% E

New Cash Flow needed by Aug 2020.

10-21-20 07-30-21
\$2,070,000 BAN Series # 2.0
279/360 Gross I = \$32,085
I=2.00% Prem = \$23,112
NIC=0.559% Net I = \$8,973

Need to close with WIIA with EFC BY June.

07-30-20 07-30-21
\$1,500,000 BAN Series # 1.0
360/360 Gross I = \$18,750
I=1.25%/NIC=0.714% Prem = \$8,036
Net I = \$10,714

12-15-21 06-15-22 12-15-22
P = \$100,000 I = \$59,500
I = \$ _____ P = \$ _____ I = \$ _____

WIIA award \$3,000,000

FUND BALANCE \$1,000,000

CONSTRUCTION

Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec												Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec												Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec												Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec												Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec											
2018												2019												2020												2021												2022											

	Budget	Projected	Budget	Projected	Budget	Projected
BAN P	\$ 75,000	\$ 0	\$	\$ 0	\$	\$
I		0		50,835		
SB P		0		100,000		
I		0		59,500		
TOTAL DS	\$ 75,000	\$ 0	\$	\$210,335	\$	\$

0000533-0004447 PDF 980711

**Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424**

NYCLASS

NYCLASS **Average Monthly Yield: 0.0451%**

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	501,372.55	0.00	0.00	19.22	185.31	501,382.71	501,391.77
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	474,213.08	0.00	0.00	18.25	63.35	474,222.73	474,231.33
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	1,103,278.94	0.00	0.00	42.20	117.64	1,103,301.25	1,103,321.14
NY-01-1004-0004	PARKS FUND (CM100/CR)	651,897.20	0.00	0.00	25.07	86.92	651,910.45	651,922.27
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	186,812.76	0.00	0.00	7.13	24.80	186,816.53	186,819.89
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	208,497.46	0.00	0.00	8.02	27.78	208,501.70	208,505.48

Town of Canandaigua
 5440 Route 5 & 20 West
 Canandaigua, NY 14424

NYCLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0007	HWY SNOW RD REPAIR RESERVE (DA235)	205,317.95	0.00	0.00	7.79	27.23	205,322.07	205,325.74
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	80,095.37	0.00	0.00	3.10	9.06	80,097.01	80,098.47
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	45,970.75	0.00	0.00	1.82	3.61	45,971.71	45,972.57
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	226,202.57	0.00	0.00	8.68	30.14	226,207.16	226,211.25
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	215,466.17	0.00	0.00	8.33	16.89	215,470.57	215,474.50
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	551,154.37	0.00	0.00	21.08	53.55	551,165.51	551,175.45
TOTAL		4,450,279.17	0.00	0.00	170.69	646.28	4,450,369.40	4,450,449.86

INVESTMENTS

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	501,372.55	0.00	0.00	19.22	185.31	501,382.71	501,391.77

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			501,372.55	
03/31/2021	Income Dividend Reinvestment	19.22			
03/31/2021	Ending Balance			501,391.77	

CONT. TAX RESERVE (AA231)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	474,213.08	0.00	0.00	18.25	63.35	474,222.73	474,231.33

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			474,213.08	
03/31/2021	Income Dividend Reinvestment	18.25			
03/31/2021	Ending Balance			474,231.33	

OPEN SPACE RESERVE (AA234)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	1,103,278.94	0.00	0.00	42.20	117.64	1,103,301.25	1,103,321.14

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			1,103,278.94	
03/31/2021	Income Dividend Reinvestment	42.20			
03/31/2021	Ending Balance			1,103,321.14	

PARKS FUND (CM100/CR)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	651,897.20	0.00	0.00	25.07	86.92	651,910.45	651,922.27

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			651,897.20	
03/31/2021	Income Dividend Reinvestment	25.07			
03/31/2021	Ending Balance			651,922.27	

HWY EQUIP RESERVE (DA230)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	186,812.76	0.00	0.00	7.13	24.80	186,816.53	186,819.89

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			186,812.76	
03/31/2021	Income Dividend Reinvestment	7.13			
03/31/2021	Ending Balance			186,819.89	

HWY IMPROV RESERVE (DA232)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	208,497.46	0.00	0.00	8.02	27.78	208,501.70	208,505.48

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			208,497.46	
03/31/2021	Income Dividend Reinvestment	8.02			
03/31/2021	Ending Balance			208,505.48	

HWY SNOW RD REPAIR RESERVE (DA235)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	205,317.95	0.00	0.00	7.79	27.23	205,322.07	205,325.74

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			205,317.95	
03/31/2021	Income Dividend Reinvestment	7.79			
03/31/2021	Ending Balance			205,325.74	

REPAIR RESERVE FUND (AA232)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	80,095.37	0.00	0.00	3.10	9.06	80,097.01	80,098.47

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			80,095.37	
03/31/2021	Income Dividend Reinvestment	3.10			
03/31/2021	Ending Balance			80,098.47	

TECHNOLOGY RESERVE FUND (AA233)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	45,970.75	0.00	0.00	1.82	3.61	45,971.71	45,972.57

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			45,970.75	
03/31/2021	Income Dividend Reinvestment	1.82			
03/31/2021	Ending Balance			45,972.57	

NYS EMP SYST RESERVE (AA235)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	226,202.57	0.00	0.00	8.68	30.14	226,207.16	226,211.25

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			226,202.57	
03/31/2021	Income Dividend Reinvestment	8.68			
03/31/2021	Ending Balance			226,211.25	

BONDED INDEBTEDNESS RESERVE (AA237)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	215,466.17	0.00	0.00	8.33	16.89	215,470.57	215,474.50

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			215,466.17	
03/31/2021	Income Dividend Reinvestment	8.33			
03/31/2021	Ending Balance			215,474.50	

SOLID WASTE MGMT RESERVE (AA238)

Account Summary

Average Monthly Yield: 0.0451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	551,154.37	0.00	0.00	21.08	53.55	551,165.51	551,175.45

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2021	Beginning Balance			551,154.37	
03/31/2021	Income Dividend Reinvestment	21.08			
03/31/2021	Ending Balance			551,175.45	

NYCLASS

NYCLASS

Date	Dividend Rate	Daily Yield
03/01/2021	0.000001236	0.0451%
03/02/2021	0.000001236	0.0451%
03/03/2021	0.000001235	0.0451%
03/04/2021	0.000001236	0.0451%
03/05/2021	0.000003708	0.0451%
03/06/2021	0.000000000	0.0451%
03/07/2021	0.000000000	0.0451%
03/08/2021	0.000001235	0.0451%
03/09/2021	0.000001236	0.0451%
03/10/2021	0.000001235	0.0451%
03/11/2021	0.000001236	0.0451%
03/12/2021	0.000003708	0.0451%
03/13/2021	0.000000000	0.0451%
03/14/2021	0.000000000	0.0451%
03/15/2021	0.000001235	0.0451%
03/16/2021	0.000001236	0.0451%
03/17/2021	0.000001236	0.0451%
03/18/2021	0.000001236	0.0451%
03/19/2021	0.000003708	0.0451%
03/20/2021	0.000000000	0.0451%
03/21/2021	0.000000000	0.0451%
03/22/2021	0.000001235	0.0451%
03/23/2021	0.000001236	0.0451%
03/24/2021	0.000001236	0.0451%
03/25/2021	0.000001236	0.0451%
03/26/2021	0.000003708	0.0451%
03/27/2021	0.000000000	0.0451%
03/28/2021	0.000000000	0.0451%
03/29/2021	0.000001235	0.0451%
03/30/2021	0.000001236	0.0451%
03/31/2021	0.000001235	0.0451%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



TRAFFIC REPORT



During the Month of March 2021, Deputies continued to work the Enhanced Law Enforcement traffic patrol in the Town of Canandaigua. During this time, Deputies worked a total of 63 hours conducting traffic operations. Combined, they initiated 78 traffic stops and issued 48 citations consisting of the following:

State Route 332 - 28 citations

- 14 Speed over 55mph
- 6 Speed in Zone
- 2 Disobeyed Traffic Device
- 2 Driver's View Obstructed
- 1 Uninspected Vehicle
- 1 Unregistered Vehicle
- 1 Unlicensed Operator
- 1 Aggravated Unlicensed Operation 2nd (Misd.)

County Road 28 - 10 citations

- 4 Speed in Zone
- 2 Speed over 55mph
- 2 Disobeyed Traffic Device
- 1 Failed to Keep Right
- 1 Failure to Comply

New Michigan Road - 5 citations

- 4 Speed over 55mph
- 1 Aggravated Unlicensed Operation 3rd (Misd.)

State route 21 - 1 citation

- 1 Uninspected Vehicle

Cooley Road - 1 citation

- 1 Speed over 55mph

County Road 32 - 1 citation

- 1 Speed over 55mph

County Road 30 - 1 citation

- 1 Speed over 55mph

Nott Road - 1 citation

- 1 Failed to Stop at Stop Sign

In addition to the above enforcement efforts, the deputies reported the following activity:

- Responded to 3 Assist the Citizen complaints
- Checked on a sick or intoxicated driver
- Responded to Family Trouble complaint
- Responded to a wires down call on 332
- Assisted with a warrant arrest

Respectfully,

John Falbo
Chief Deputy, OCSO



Council on the Arts



Preservation League of NYS



ROBERT DAVID LION GARDINER FOUNDATION

PRESERVE NEW YORK

A signature grant program of the New York State Council on the Arts (NYSCA) and the Preservation League of NYS, with additional support from The Robert David Lion Gardiner Foundation for projects in Nassau & Suffolk Counties.

2021 APPLICATION FORM

Please complete and electronically submit this form, attachments, and ALL required supporting materials as described in the attached instructions (last page). Applications submitted after **April 12, 2021** will not be accepted. Only one request per group will be accepted for this program. Applicants cannot seek funding from Preserve New York and the New York State Council on the Arts for the same project. State agencies, groups that steward state-owned buildings, NYS-owned sites, religious institutions, school districts, and private property owners are ineligible to apply. This program does not fund capital construction costs, only consulting reports.

For further information, please email [grants\(at\)preservenys\(dot\)org](mailto:grants(at)preservenys(dot)org).

1. This application is for support of (check only one):

Historic Structure Report (HSR) Building Condition Report (BCR) Cultural Landscape Report (CLR)
Cultural Resource Survey (CRS)

2. Historic Resource: _____ County _____

Physical Address: _____

Use: _____

Date of Construction: _____ Landmark Status (Local landmark or S/NR listed?) : _____

NYS Assembly District # _____ Assembly Member _____

NYS Senate District # _____ Senator _____

3. Applicant/Owner: _____ County _____

Mailing Address: _____

Please provide an accurate mailing address for your applicant organization. All grant correspondence will be sent to the official contact listed at this address. The project contact will be contacted by League staff for a site visit. Official Contact and Project Contact can be the same person, but neither should be a consultant or a grantwriter.

Official Contact: _____ Title: _____

Telephone (day): _____ (other): _____ (e-mail): _____

Project Contact: _____ Title: _____

Telephone (day): _____ (other): _____ (e-mail): _____

Federal Tax Identification Number (required): _____

Applicant status as of April 12, 2021 (check one): 501(c)3 of US IRC Unit of Local Govt.

Organization/Agency's Current Annual Budget: \$ _____

Incorporation Date, for nfp applicants only: _____

Do you own your building? _____ If "no," please give the length of your lease: _____

Please note that the Preservation League can only consider lease agreements for site-specific project requests (HSR, BCR, CLR) that are at least 6 years or longer as of April 12, 2021.

4. Project Budget _____ Grant Request _____ Match _____

The Preservation League requires that the applicant provide at least a 20% cash match toward the total project cost (consultant fees). Please be aware that this program may not be able to fully fund the amount requested.

5. Project Consultant _____

Name: _____ Telephone (day): _____

Address: _____ e-mail: _____

APPLICANT BACKGROUND

6. Does the organization or municipal agency have professional staff? Yes (Total # ____) No

7. If yes, attach a separate list of staff members relevant to this project. Indicate their titles, full-time or part-time status, and the number of years with the group. Also enclose a list of the Board of Directors, City/Town/Village Council Members and/or project committee. Indicate their professions.

8. On a separate page, please list the applicant organization's mission statement.

9. If the applicant is a not-for-profit group, indicate the figures for membership as of April 12, 2021: _____

10. Briefly list recent preservation activities undertaken by the applicant group (if any):

11. Municipalities only: Is your municipality a Certified Local Government (CLG)? Yes No

If yes, have you received funding from the CLG Program during the past three years? Yes No

Which year(s) and what projects?

If your municipality will apply for CLG funding in 2021 for a project, please describe in the space below:

THE HISTORIC RESOURCE(S)

12. In the space below, briefly state the property's historic and/or architectural significance. Mention building dates and architects, if known.

13. Describe any threats to the resource(s) in the space below:

14. Were any previous reports/surveys completed for the historic resource(s) of this project?
___ Yes ___ No If yes, list when, by whom, and the results of this earlier work:

15. Please provide a brief, **one paragraph** summary of the project below:

16. In a *separate summary letter*, please elaborate on the project by describing how the intended project meets the following evaluation criteria (*do not exceed two pages*):

- a. Historic Preservation and Project Excellence
 - o architectural and historic significance of the building, landscape or area
 - o appropriateness of the project budget and consultant(s)
 - o likelihood that significant restoration or planning work will result
- b. Fiscal and Managerial Competence
 - o applicant's ability to carry out the project within a stated schedule
 - o applicant's ability to raise sufficient funds to complete the project
 - o how this project fits with the applicant's long-term or strategic plan
- c. Service to the Public
 - o arts and cultural public programming
 - o public programs meeting a community need
 - o local project support

HISTORIC STRUCTURE REPORT, BUILDING CONDITION REPORT & CULTURAL LANDSCAPE REPORT REQUESTS ONLY:

The applicant must own or have a long-term (at least 6 year) lease on the subject property by April 12, 2021.

17. The scope of work will include the following (check all that apply):

- description of historic development of resource
- analysis of existing conditions
- recommendations for repair/restoration/treatment
- cost estimates
- measured building drawings (plans and elevations)
- sketch building drawings (plans and elevations)
- landscape plans (site plans, planting plans)
- photographs
- other (please describe):

18. Will the report inform future restoration of the structure/landscape?

Yes No Uncertain If yes, when? _____

If “no” or “uncertain,” describe what else will need to be accomplished before restoration can begin:

19. Describe the capital fundraising plans for commencing restoration:

CULTURAL RESOURCE SURVEY REQUESTS ONLY:

20. Explain how the scope of the survey has been defined (are the survey boundaries geographic, political or thematic?):

21. The estimated number of resources included is:

22. Have you discussed this project with staff of the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP)? Yes No With whom and when?

To find the OPRHP staff member to discuss your project with, visit this website: <https://parks.ny.gov/shpo/contact/>

23. Has OPRHP staff conducted a field visit to your project site? Yes No

If one is scheduled, what is the date? _____

24. Are the resources in an eligible census tract for the New York State Historic Tax Credit program? Census tract information is online at <https://cris.parks.ny.gov/> or contact the State Historic Preservation Office at 518-237-8643.

Yes No

THE PROJECT BUDGET

The New York State Council on the Arts and the Preservation League expect to see a project budget that reflects the applicant’s meaningful commitment to the project. It is also expected that the consultant fee structure reflects the applicant’s understanding of the value of these professional services.

25. On a separate page, please enclose the project budget broken out by sources of income (including your organizational budget) and planned expenses. Lump sum figures are not acceptable.

Income may include both cash support and in-kind donations of labor, materials and services. *Please be advised that the program requires applicants to contribute a 20% cash match of the total project cost. In-kind donations or services do not count toward the 20% match requirement.*

Expenses may include consultant labor, in-state travel, telephone, photography, printing, clerical, etc., which are directly related to the project. The grant program will not fund administrative costs or staff time on behalf of the applicant.

Please indicate hourly fees/rates or any unit costs of totals shown.

26. As an enclosure, please provide your consultant’s scope of work that describes:
- a) tasks to be performed
 - b) consultant fees and billing rates
 - c) time schedule
 - d) what will be included in final product(s) and/or report(s).

27. Other sources of funding (if any) for this project including from your group:

<u>Source</u>	<u>Amount Requested</u>	<u>Date Requested</u>	<u>Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

28. Recognizing that full funding of the grant request may not be possible, describe what your group will do if only partial support is provided:

INSTRUCTIONS FOR ASSEMBLING THE *PRESERVE NEW YORK* APPLICATION PACKETS

Your cooperation with the following guidelines will greatly assist us with the review process.

- Municipalities, please include a one-page budget summary, with detail for the department relevant to the application. Please do not send a full municipal budget. **Please note that we require a budget from every applicant.**
- You will need to submit pdf documents of the application materials – a single PDF document with the application and supplemental materials combined is preferred. Please upload the documents as **text (.PDF) files, not as image files (.JPEG)**. Photographs must be included as separate image files (.JPEG). Review of your application depends on compliance with this submittal procedure. Please see the list below for additional instructions.
- Support letters are optional and may be emailed with the rest of the application materials, or mailed separately to Preservation League of New York State, Attn: Preserve NY, 44 Central Ave, Albany, NY 12206. **Letters mailed to the League that are postmarked after April 12, 2021 will not be accepted.**

CHECKLIST OF ENCLOSURES

Please submit the following items “a-i” below a pdf document, and item “j” as jpeg images by emailing them as attachments to the following email address:

grants@preservenys.org

- a. A list of professional staff members or municipal staff relevant to this project.
- b. List of Board of Directors, government officials and/or committee members.
- c. The organization’s or agency’s current income and expenses (budget). We do not need an entire municipal budget from municipal applicants, only that of the particular department seeking funds. Please note that we require income and expense documentation from every applicant.
- d. Summary letter – up to two pages signed by the leader of municipality or organization.
- e. For CRS projects ONLY: Please include a map of the proposed survey area and boundaries.
- f. For HSR/CLR/BCR projects ONLY: Please include a completed [Historic Resources Inventory Form](#) if the property is not currently listed on the State and National Registers of Historic Places.
- g. Consultant(s) resume(s) – **no more than two pages**. Please be advised that the Preservation League requires a consultant resume from every consultant, regardless of whether they have previously completed a NYSCA/PLNYS-funded project.
- h. Project budget.
- i. Consultant’s scope of work.
- j. No more than **ten** digital images (but no fewer than five). **Please label your images and** show the overall exterior of the building(s) or site(s) and relevant details, including areas needing repair as appropriate. For cultural resources survey, a typical streetscape is required. For historic structure or historic landscape reports, an overall photo is required. All images submitted may be used for publicity purposes. They should be identified with the proper credits. By submitting the images, you give the League permission to use them for any publicity and publication. **Digital images must be submitted in the form of JPEG files. Please keep image size between 500KB and 1MB.**

PNY Application 2021 – Town of Canandaigua

Additional Page with Overflow Answers

7: See Attachment B

8: Town Mission Statement as identified in the Town of Canandaigua's 2011 Comprehensive Plan:

“On behalf of the current and future generation, the Town of Canandaigua will strive to maintain its small-Town rural character and beauty by protecting its natural, scenic, historic and cultural resources and providing needed community services along with opportunities for sustainable economic development.”

10 (continued): ...3) Documentation of threatened historic structures prior to demolition. See project summary for further description.

12 (continued): ...types range from late 18th/early 19th century homes to mid-century modern development, and cover the full gamut of architectural styles, vernacular to sophisticated.

13 (continued): ...and open spaces, as well as more intensive development of our lakeview and lakefront parcels. Demolition and substantial alterations to our historic structures are on the rise, and our residents are concerned about the changing visual character of the Town.

14 (continued): ...Town's development and historic resources. Our consultant presented a public program summarizing the report in August 2019, to a large and appreciative audience. The report is available to the public on the Town's web site, with hard copies at local libraries.

15 (continued): ...recently updated “CRIS Trekker” mobile application for the survey work, ensuring identification of local historic resources throughout the development process.

Town of Canandaigua – 2021 Preserve NY Grant

Attachment A

Town Professional Staff Members relevant to survey project:

Sarah Reynolds, Administrative Coordinator, part-time, since 4/2015

Doug Finch, Town Manager, full-time, since 3/2017, also Town Director of Development
4/2014-3/2017

Leif HerrGesell, Town Historian, part-time, since 3/2021

Town Supervisor: Cathy Walsh-Menikotz, Term 1/1/2019-12/31/2021

Town of Canandaigua – 2021 Preserve NY Grant

Attachment B

Government Officials

Town Supervisor

- Cathy Walsh-Menikotz

Town Board Members

- Gary Davis
- Linda Dworaczyk
- Jared Simpson
- Terry Fennelly

Local History Team (volunteers):

- Leif HerrGesell, Town Historian
- Ray Henry (Co-chair), former Town Historian, retired engineer
- Saralinda Hooker (Co-chair), consultant in historic preservation
- Marci Diehl, Director, Ontario County Historical Society
- Ed Varno, retired Director, Ontario County Historical Society
- Emily Calciabetta, resident
- Lois Golbeck, resident and retired human resources executive
- Nancy Goodnow, resident and co-founder of Cheshire Community Action team
- Nancy Hayden, resident, retired educator, Ontario County Historical Society volunteer
- Joe Kardesh, resident
- Jared Simpson, Town Board member and secondary level educator, social studies
- Gil Smith, retired county planner, historical researcher
- Toni Stevens-Oliver, elementary level educator, social studies
- Donna West, resident
- Richard West, resident and professional photographer

Town of Canandaigua – 2020 Preserve NY Grant

Attachment C

Town budget:

Town of Canandaigua has a 2021 Operating Budget of \$11,637,559.

The adopted 2021 Town Budget includes \$14,700 for the Phase 2 survey project, based on estimates we received from Bero Architecture in 2020. This assumed income of \$10,000 from PNY and a Town match of \$4,700. In March 2021 we received Bero's updated estimate for project costs of \$19,920, including revised assumptions on staffing and work scope, reflecting the most recent guidance from SHPO on methodology for reconnaissance level survey work. The Town Board was advised of the revised project cost and on March 15, 2021 adopted Resolution 2021-070, in which the Town Board offered its support for the project and authorized the Town Manager to apply for a 2021 PNY grant. In the event that the Town is successful in securing the grant, the Town Manager is prepared to request a budget amendment to accommodate the required changes necessary to complete this project within the budget proposed by Bero Architecture.

See following pages for a one-page summary of the Town's operating budget and also detail pages from the adopted 2021 Town Budget, pertaining to this history grant.

One-Page 2021 Budget Summary *(adapted from the 2021 Adopted Budget General Summary)*

Looking ahead to 2021 the Town has an awesome story to tell. We overcame the challenges of 2020 in strong financial shape and are prepared to be one of the few municipalities to hold the line on taxes for our General and Highway Fund at \$1.03 and be tax cap compliant while also taking on a much needed \$7.5 million water project and continuing to do significant improvements in our parks.

Many of the 2021 revenue lines continue to be flat or reduced as the lingering economic impact of the COVID-19 situation remains to be seen. Sales tax is estimated at a 15% loss compared to the 2019 actual numbers for both the General and Highway Funds. State Aid is reduced in the 2021 budget, and many of the other revenue lines remain flat. In the overall 2021 budget we do anticipate grant revenue in the form of a Historical Survey Grant in the amount of \$10,000; and a PPG grant in the amount of \$18,000 for the Canandaigua Bristol Water District. Due to the unknown situation relating to COVID we are not budgeting for other project grant monies that we will attempt to receive during 2021.

Through project accounting we do anticipate WIIA grant for the Canandaigua Consolidated Water District Project in the amount of \$ 3,000,000 between 2020 and 2021; a \$50,000 grant from Homeland Security relating to information technology; as well as, grant monies associated with our municipal waste recycling and some other smaller projects.

Amended revenue lines for 2021 include the sale of fuel to the Cheshire Fire Department in the Highway Fund; interest earnings in all funds; and a registration fee for short term rentals in the General Fund (\$10,000). A \$490,500 transfer from the Parks Fund directly relates to planned new construction improvements in our parks with the bulk of it relating to the Inclusive Playground at Outhouse Park West. The 2021 General Fund budget includes the use of certain reserve funds including: \$100,000 from the Contingent Tax Reserve Fund, \$100,000 from the Retirement Reserve Fund, and the use and closing of the Technology Reserve Fund of \$12,465.

Parks expenditures are up for 2021 with an anticipated possible acquisition of land for additional Canandaigua Lake access for the general public and associated improvements in the amount of \$250,000; Inclusive Playground (working with our partners at Inclusion in Motion) improvements at Outhouse West in the amount of \$200,000; a new playground feature at Outhouse Park \$30,000; and just over \$10,000 in new offerings at Blue Herron Park. New budget lines relating to parks for 2021 include the addition of a line specifically for planned improvements for the Auburn Trail; tree advisory committee; conservation easement work, conservation subdivision; and debt service payment lines relating to the possible acquisition of land for Canandaigua Lake access by the general public.

Technology became very important in 2020 moving our Town Hall staff and administration remote in March 2020. The 2021 budget includes updates identified as a need in the technology and data to continue our ability to take our operations remote or working from home as so many have had to do during 2020.

We continue to partner with the City of Canandaigua, Cheshire Fire Department, and East Bloomfield Fire District for Fire Protection for 2021.

Canandaigua Consolidated Water District continues to be the parent district of all of our water districts. As you are aware, we are undergoing a required \$7.5 million dollar water infrastructure improvement project. The 2021 budget includes debt service payments to account for this project as planned. Previously we have told the public we believe the tax rate would be between \$ 0.60 and \$ 0.65 per thousand. The 2021 budget sets the tax rate at \$ 0.62.

As always, please contact me with any questions.

Sincerely,

Doug Finch, Town Manager / Budget Officer

My Budget Worksheet

For Fiscal: 2020 Period Ending: 11/30/2020

		Defined Budgets								
		2018	2018	2019	2019	2020	2020	2021	2021	2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2021 Dept Heads	2021 Preliminary	2021 Adopted
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	CITY OF CANANDAIGUA (TRANSFER STATION)	0.00	0.00	-12,000.00						
2021 Adopted	TOWN OF BRISTOL (CODE ENFORCEMENT)	0.00	0.00	-15,000.00						
AA100.2401.00000	INTEREST & EARNINGS	0.00	7,647.86	6,000.00	17,116.48	15,000.00	2,265.06		15,000.00	15,000.00
AA100.2410.00000	RENTAL OF REAL PROPERTY	0.00	17,580.00	12,460.00	17,130.00	12,800.00	20,180.00		17,910.00	17,910.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	FARMLAND LEASE (STRYKER)	0.00	0.00	-760.00						
2021 Adopted	OC SHERIFF BOAT HOUSE AND BABOCK RENTA	0.00	0.00	-3,600.00						
2021 Adopted	ONANDA HOUSE RENTAL	0.00	0.00	-12,000.00						
2021 Adopted	STORAGE ROAD STRIPPING (Atlantic Pavement	0.00	0.00	-1,550.00						
AA100.2544.00000	DOG LICENSES	0.00	19,873.00	20,000.00	25,000.00	20,000.00	24,711.00		25,000.00	25,000.00
AA100.2590.00000	SITE DEVELOPMENT FEES	0.00	76,709.18	60,000.00	97,636.70	40,000.00	66,698.40	40,000.00	75,000.00	75,000.00
AA100.2591.00000	CONSTRUCTION DEBRIS FEES	0.00	24,344.00	20,000.00	28,324.00	20,000.00	24,229.00		20,000.00	20,000.00
AA100.2610.00000	FINES & FORFEITED BAIL	0.00	101,898.50	80,000.00	125,270.14	80,000.00	118,089.90	90,000.00	92,500.00	92,500.00
AA100.2651.00000	RECYCLING REVENUE	0.00	21,220.41	15,000.00	12,165.44	15,000.00	11,297.33		7,500.00	7,500.00
AA100.2665.00000	SALE OF EQUIPMENT	0.00	-8,100.00	0.00	0.00	20,285.00	17,215.00		21,500.00	21,500.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	SALE OF PARKS TRUCK 2012 FORD	0.00	0.00	-9,500.00						
2021 Adopted	SALE OF PARKS TRUCK 2013 FORD	0.00	0.00	-12,000.00						
AA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	0.00	1,265.60	0.00	260.60		150.00	150.00
AA100.2690.00000	OTHER (FOR CLEANUP-DO NOT ...	0.00	489,550.99	0.00	0.00	0.00	0.00			
AA100.2701.00000	REFUND PRIOR YEARS EXP	0.00	2,732.94	0.00	851.50	0.00	4,152.20			
AA100.2705.00000	GIFTS & DONATIONS	0.00	0.00	0.00	0.00	2,350.00	2,350.00			
AA100.2750.00000	AIM-RELATED PAYMENTS	0.00	0.00	0.00	28,151.00	0.00	0.00		25,000.00	25,000.00
AA100.2770.00000	MISCELLANEOUS INCOME	0.00	12,801.90	0.00	120.66	0.00	137.67			
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	0.00	305,218.96	230,000.00	350,956.11	221,134.00	221,133.70		230,000.00	230,000.00
AA100.3040.00000	NYS AID TAX/ASSESSMENTS	0.00	0.00	9,000.00	12,910.47	0.00	0.00			
AA100.3089.00000	ST AID.OTHER	0.00	48,065.94	7,211.02	7,211.02	1,038.00	1,038.77			
AA100.3092.00000	ST AID.PLANNING STUDIES	0.00	60,511.85	10,000.00	25,680.05	45,000.00	0.00		10,000.00	10,000.00

Continued on next page.

Defined Budgets

	2018 Total Budget	2018 Total Activity	2019 Total Budget	2019 Total Activity	2020 Total Budget	2020 YTD Activity	2021 2021 Dept Heads	2021 2021 Preliminary	2021 2021 Adopted
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Continued from previous page

Budget Detail	Description	Units	Price	Amount						
2021 Adopted	HISTORICAL SURVEY	0.00	0.00	-10,000.00						

AA100.5031.00000	INTERFUND TRANSFERS	0.00	0.00	0.00	75,639.71	205,717.52	0.00	212,465.00	212,465.00
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Budget Detail	Description	Units	Price	Amount						
2021 Adopted	TRANSFER FROM CONT TAX RESERVE (AA231)	0.00	0.00	-100,000.00						
2021 Adopted	TRANSFER FROM RETIREMENT RESERVE FUND	0.00	0.00	-100,000.00						
2021 Adopted	TRANSFER FROM TECHNOLOGY RESERVE (AA2	0.00	0.00	-12,465.00						

AA100.5031.000CM	INTERFUND TRANSFERS.PARK F...	0.00	30,000.00	296,140.00	172,381.06	180,000.00	0.00	490,500.00	490,500.00
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Budget Detail	Description	Units	Price	Amount						
2021 Adopted	BLUE HERRON FISHING PLATFORM (NEW SERV	0.00	0.00	-7,500.00						
2021 Adopted	BLUE HERRON HORSESHOE COURT (NEW SERV	0.00	0.00	-3,000.00						
2021 Adopted	NEW PLAYGROUND FEATURE AT OUTHOUSE P	0.00	0.00	-30,000.00						
2021 Adopted	OUTHOUSE WEST IMPROVEMENTS	0.00	0.00	-200,000.00						
2021 Adopted	PUBLIC ACCESS TO CANANDAIGUA LAKE	0.00	0.00	-250,000.00						

AA100.5710.00000	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
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Budget Detail	Description	Units	Price	Amount						
2021 Adopted	CANANDAIGUA LAKE ACCESS	0.00	0.00	-1.00						

AA100.9000.00000	APPROPRIATED FUND BALANCE ...	0.00	467,317.00	487,527.00	0.00	829,368.92	330,194.92	498,850.00	498,850.00
Revenue Total:		0.00	3,771,329.70	3,846,645.02	4,048,290.82	3,806,840.44	3,453,354.21	194,500.00	4,472,407.00

Expense									
AA100.1010.110.00000	TOWN BOARD.ELECTED	0.00	19,859.84	20,256.00	20,256.00	20,660.00	18,383.36	21,060.00	21,060.00

Budget Detail	Description	Units	Price	Amount						
2021 Adopted	GD	0.00	0.00	5,265.00						
2021 Adopted	JS	0.00	0.00	5,265.00						
2021 Adopted	LD	0.00	0.00	5,265.00						
2021 Adopted	TF	0.00	0.00	5,265.00						

AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	0.00	1,379.72	1,500.00	1,484.30	450.00	478.13	4,500.00	4,500.00
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Budget Detail	Description	Units	Price	Amount						
2021 Adopted	local law filings, legal, general code	0.00	0.00	4,000.00						

My Budget Worksheet

For Fiscal: 2020 Period Ending: 11/30/2020

		Defined Budgets								
		2018	2018	2019	2019	2020	2020	2021	2021	2021
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2021 Dept Heads	2021 Preliminary	2021 Adopted
AA100.8020.400.00000	PLANNING.MISC.CONTRACTUAL	0.00	24,950.55	16,362.50	3,041.50	7,850.00	7,811.63	8,000.00	7,300.00	7,300.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	CIC	0.00	0.00	500.00						
2021 Adopted	LEGAL EXPENSE ATTORNEY	0.00	0.00	4,700.00						
2021 Adopted	LEGAL NOTICE	0.00	0.00	600.00						
2021 Adopted	PB TRAINING	0.00	0.00	1,000.00						
2021 Adopted	POSTAGE	0.00	0.00	500.00						
AA100.8020.410.00000	PLANNING.ENGINEERING.CONT...	0.00	10,215.00	10,000.00	6,232.00	2,500.00	1,710.00	5,000.00	5,000.00	5,000.00
AA100.8020.412.00000	PLANNING.COMP PLAN	0.00	0.00	3,500.00	854.88	500.00	61.10		300.00	300.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	COMP PLAN PRINTING	0.00	0.00	300.00						
AA100.8020.422.00000	PLANNING.OPEN SPACE & CONS...	0.00	4,980.00	15,000.00	10,644.00	2,356.00	678.00			
AA100.8020.424.00000	PLANNING.UPTOWN.MUO	0.00	86,296.50	20,000.00	19,243.50	7,500.00	0.00	5,000.00	30,000.00	30,000.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	TRAINING FORM BASED CODE UPTOWN	0.00	0.00	1,000.00						
2021 Adopted	UPTOWN PHASE I	0.00	0.00	7,500.00						
2021 Adopted	UPTOWN PHASE II	0.00	0.00	15,000.00						
2021 Adopted	UPTOWN PHASE III	0.00	0.00	6,500.00						
AA100.8020.428.00000	PLANNING.HISTORICAL SURVEY	0.00	4,506.54	13,500.00	6,592.55	1,200.00	0.00	1,200.00	15,950.00	15,950.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	PHASE 2 GRANT MATCH SURVEY	0.00	0.00	10,000.00						
2021 Adopted	PHASE 2, LOCAL MATCH	0.00	0.00	4,700.00						
2021 Adopted	SIGNS, MATERIALS	0.00	0.00	1,250.00						
AA100.8020.430.00000	PLANNING..MIDDLECHESHIRERD	0.00	0.00	20,000.00	20,000.00	2,500.00	0.00	2,000.00	10,500.00	10,500.00
Budget Detail										
Budget Code	Description	Units	Price	Amount						
2021 Adopted	COMPLETE STUDY OF MCR	0.00	0.00	2,000.00						
2021 Adopted	GRANT APLICATION TAP MCR BASED ON UPW	0.00	0.00	8,500.00						
AA100.8020.450.00000	ENVIRONMENTAL CONSULT BOA...	0.00	576.75	3,000.00	2,639.68	1,200.00	410.00	1,200.00	1,200.00	1,200.00
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PER...	0.00	5,065.00	5,401.00	5,401.00	5,400.00	4,050.75	5,400.00	5,573.00	5,573.00

Town of Canandaigua – 2021 Preserve NY Grant

Attachment D

See Following Pages for a summary letter from the Town Manager.

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120 ~ townofcanandaigua.org
Established 1791

April 8, 2021

Preservation League of New York State
Attn: Preserve NY
44 Central Avenue
Albany, NY 12206

To Whom it May Concern:

The Town of Canandaigua is eager to return this year to our major historic preservation initiative, the completion of the reconnaissance level survey of our historic resources. We completed the first phase of this project in 2019 with the help of a 2018 PNY grant. Over the past decade the Town has worked hard to strike the proper balance between encouraging growth and protecting the community character, especially its unique natural and cultural resources. Our rural landscape, farmsteads, historic structures, hamlets and lakefront are among the Town features most prized by our residents, but in spite of this we continue to see historic homes and farm structures demolished due to deterioration or the desire for a new structure on an already developed site. Our Local History Team of volunteers has worked closely with the Town Historian since 2018 to promote protection and awareness of Canandaigua's rich past and to keep local history in the public eye in the midst of rapid growth and residential construction. The completion of the survey is a critically important tool in continuing this effort and highlighting the value of our historic structures.

Historic Preservation and Project Excellence - We are requesting grant funds in support of Phase 2 of the survey, the completion of the Annotated Property List which is key to the practical benefits of the overall two-part survey. The Town's historic resources date back as far as the early years of the Town's development, the 1790s through 1820s, and include farmsteads with original farmhouses and outbuildings (photos #1, 2), the hamlet of Cheshire (photo #3-5) nine former one-room schoolhouses (photo #6), one former four-room schoolhouse (in Cheshire, photo # 6), five cobblestone homes (photo #7), lakefront camps and cottages (photos # 8, 9), post-World War 2 architect-designed ranch style homes (photo # 10) and nine cemeteries.

There are some 1,050 residential properties within the Town with a principal structure over 50 years old; of these 383 were built prior to 1900, and they are present throughout the Town boundaries. The total list of properties to be surveyed includes another estimated 50 commercial and tax-exempt properties, for a total of about 1,100 resources with potential historical significance. The Annotated Property List will tentatively identify those with sufficient significance and integrity to meet state and national register criteria, as well as those with local significance but a lesser degree of integrity. The completed full report will provide the necessary background for expanded historic preservation activities by and within the Town, especially:

- informing the development review process where significant historic structures are affected
- guiding local planning efforts for further historic preservation measures such as intensive level surveys
- providing accurate background information for public awareness programs of the Local History Team.

Projects completed since the establishment of this team in 2018 include development of a Cheshire walking tour, monthly articles in the Town's digital newsletter, Then and Now photo features, interpretive signs, videos on local history subjects, a program of documentation for historic structures prior to demolition, and public programming, including a well-attended presentation of our Phase 1 survey report. More such programs are planned, including a self-guided tour of West Lake Road historic sites.

In 2018 we selected Bero Architecture PLLC as our consultant after a competitive proposal process and opted for their suggestion to divide the project into two phases, spreading the effort and funding commitment over several years. We have been very pleased with the Phase 1 report and consider the proposed budget appropriate to the task at hand. The resulting property list identifying State and National Register-eligible properties as well as other properties of local historical significance will be of immediate help in advising our development staff and boards as well as property owners early in the process when development proposals affect historic resources. For a town with a very active development scene and a rapidly growing population, this information will help keep a focus on our local history in the face of development pressure.

Fiscal and Managerial Competence - The Town has a strong track record in grant administration, having worked successfully with granting agencies at the federal, state, and regional levels on multiple grant projects including farmland preservation, parks development, transportation planning, and economic development. The matching funds for the Phase 2 survey work are included in the Town's 2021 budget, and the PNY application has been authorized by Town Resolution. We are currently completing an update to our Comprehensive Plan, and the latest draft of our Vision Statement (Feb. 2021) begins as follows:

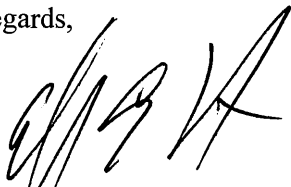
"The Town of Canandaigua will maintain its character and beauty through protection and enhancement of its natural, agricultural, rural, historic and recreational resources."

Historic preservation is a key element in our vision, and among the related action steps, completion of our Reconnaissance Level Survey and implementation of its recommendations are identified as top priority items.

Service to the Public - The Town Board, our citizens and the regional preservation community are enthusiastic about the project, as our Letters of Support indicate. The completion of our survey will provide additional raw material for public programming by the Local History Team and others. The non-profit Cheshire Community Action Team, which owns and is renovating the 1893 Macabee Hall for public use, will benefit from the heightened awareness of historic preservation. Other Finger Lakes rural towns facing similar development pressure affecting their lakefronts and historic resources may also be encouraged by our survey work and efforts to keep local history in the public eye.

We look forward to your review of our Preserve New York application, and to working with you in the future.

Regards,



Douglas E. Finch
Town Manager

Town of Canandaigua – 2021 Preserve NY Grant

Attachment E

Project Area Map

See Following Page for the map of the survey area (Town of Canandaigua) with boundaries.

Town of Canandaigua
Open Space,
Conservation and
Scenic Views
Master Plan

Historic Sites

□ Town Boundary

Historic Sites

- ★ National Register Site
- Other Historic Sites
- ✱ Cemeteries

Historic Hamlets

- Centerfield
- Cheshire

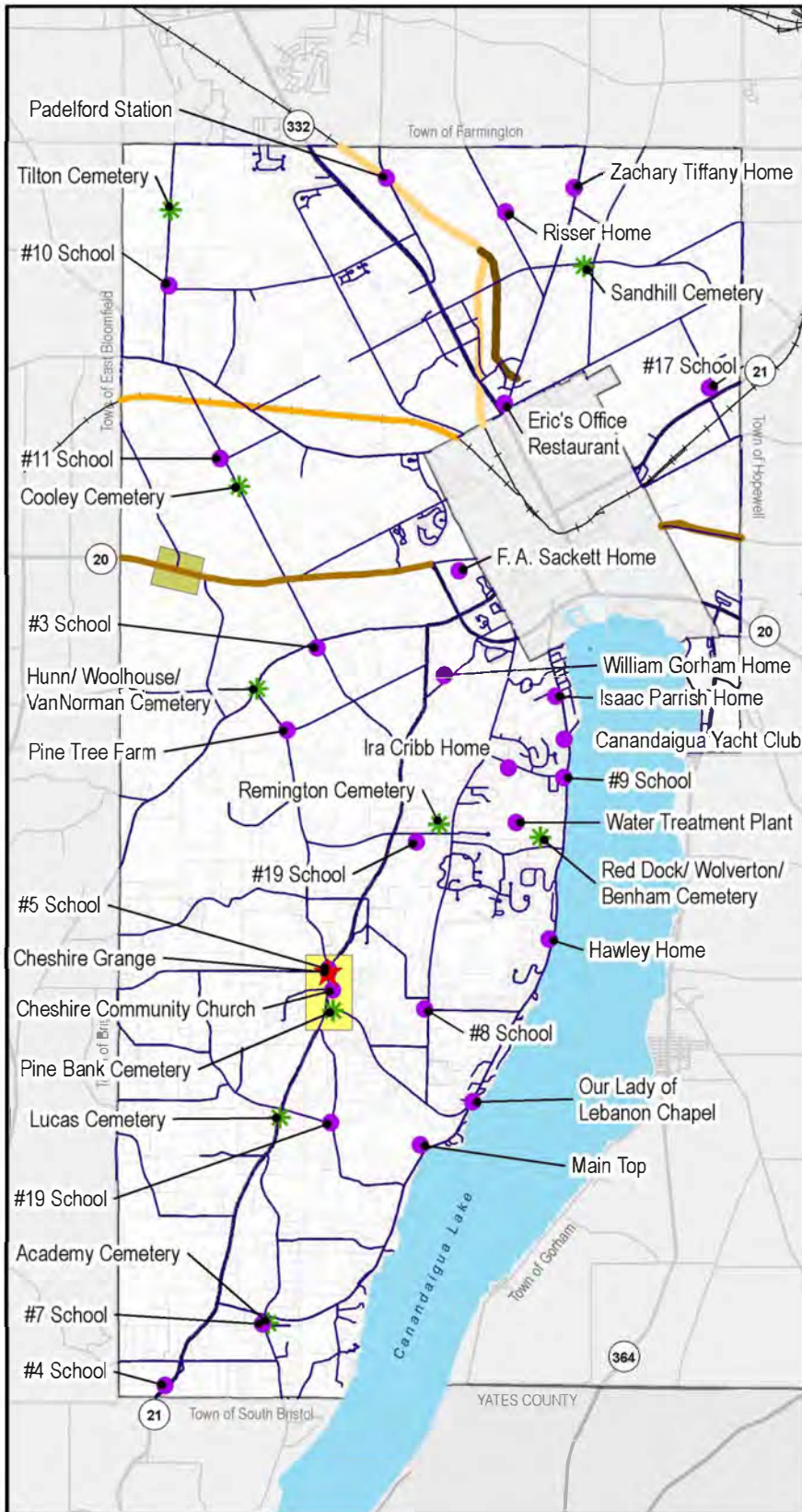
Historic Corridors

- Routes 5 & 20
- NY Central & Hudson River, Auburn Branch
- NY Central & Hudson River, Batavia & Canandaigua Branch - "Peanut Line"
- Rochester & Eastern Rapid Railway to Geneva
- Rochester & Eastern Rapid Railway "Electric Trolley"

□ Parcel Boundaries (2017)



SOURCE: Historic sites identified by Ray Henry, Town Historian



Town of Canandaigua – 2021 Preserve NY Grant

Attachment G

Consultant Resume

See Following Page for a resume for our project consultant, Katie Eggers Comeau from Bero Architecture.

Katherine Eggers Comeau

ARCHITECTURAL HISTORIAN

Professional Experience

Multiple years experience in a wide range of preservation planning, historic documentation, and historic preservation projects. Examples include research and documentation of historic buildings in the form of historic resource surveys, National Register and other landmark nominations, tax credit applications, historic documentation portion of Historic Structures Reports, and preservation compliance assistance.

Experience History

- Bero Architecture, Rochester, NY (2010-present)
- The Landmark Society of Western New York, Rochester, NY (2001-2010)
- Robinson & Associates, Washington, DC (1998-2001)
- Preservation Action, Washington, DC (1997)

Degrees

- Master of Science in Historic Preservation, University of Pennsylvania (1998)
- Bachelor of Arts, *magna cum laude* with distinction in the Humanities major, Yale University (1995)

Public Service

- Board Member, National Association for Olmsted Parks (2012-2020)
- Member, Olmsted Parks Alliance
- Landmark Society Five to Revive Committee

Representative Projects**Cultural Resource Evaluation / Compliance Consultation**

- University Health Services Facility Expansion, Cornell University, Historic Resource Consultation.
- Cornell Law School Expansion, Cornell University, Historic Resource Consultation
- Seven Bridges, Cornell University, Historic Resource Consultation and Eligibility Evaluation

Rehabilitation Tax Credit Applications

- Geva Theatre Center - Rochester, NY: Parts 2 & 3
- 300 Alexander Apts - Rochester, NY: Parts 1, 2, & 3
- Kronenberg Bldg - Hamburg, NY: Parts 1, 2, & 3
- Central Trust Bldg - Rochester, NY: Parts 1, 2, & 3
- Academy Building - Rochester, NY: Parts 2 & 3

Design Guidelines

- City of Rochester, NY
- Village of Pittsford Post-WWII Design Guidelines

Accreditation

- Qualified 36 CFR 61, History and Architectural History, Federal Register Vol. 48, No 190

Professional Organizations

- National Trust for Historic Preservation
- The Landmark Society of Western New York
- Preservation Action

Historic Resource Survey

- Thousand Island Park, Wellesley Island, NY
- Architecture of James H. Johnson
- Forest Heights - Jamestown, NY
- Utica Parks - Utica, NY
- City of Cortland, NY
- Town of Pittsford, NY

National Register Nominations

- Forest Heights Historic District – Jamestown, NY
- Lyons Downtown Historic District – Lyons, NY
- Village of Pittsford (Boundary Expansion), NY
- Prospect Hill Historic District - Buffalo, NY
- South Wedge - Rochester, NY
- Downtown Warsaw Historic District - Warsaw, NY
- Payjack Chevrolet - Medina, NY
- Municipal Park System MPDF - Rochester, NY

FIRM RÉSUMÉ—PRESERVATION

Bero Architecture PLLC is a Rochester, New York, architecture firm with a specialization in historic preservation. Founded in 1976¹, Bero Architecture PLLC has developed a local, state, and regional reputation for excellence in preservation planning, building evaluations, restoration, and adaptive re-use. The firm provides basic professional services for new, rehabilitation, and preservation projects; and for residential, commercial, industrial, and municipal construction. Bero Architecture PLLC also provides code studies, condition reports, historic structure reports, feasibility studies, preservation reports, National Register nominations, and historic surveys. Since the Americans with Disabilities Act in 1990 the firm has helped many owners adapt their buildings to comply with it.

The firm has extensive experience analyzing significant historic buildings, many of which are listed in the National Register of Historic Places, and offers different levels of historic building studies based on needs of buildings and sites, needs of owners, and funds available. The most inclusive reports are Historic Structure Reports (HSRs) and Condition Reports. HSRs are often required for museum-quality restorations; history, documentation, and reuse planning as well as analysis of the physical condition of the building are included. Condition Reports identify deficiencies, recommend and prioritize repairs, and estimate costs. Owners find these detailed reports useful when applying for grants, planning for care of buildings, and identifying needed repairs and alterations which are sensitive to historic building fabric.

Bero Architecture provides preservation consulting services to assist building owners and design teams in complying with state and federal preservation regulations that can require historic resource documentation, impact evaluation, and mitigation recommendations (including Section 106 and SEQOR). The firm also completes state and federal rehabilitation tax credit applications (Parts 1, 2, and 3).

During the 44-year history of the firm, staff has become well versed in Federal, State, and local codes that apply to architectural design and historic preservation projects. Many rehabilitation and restoration projects have required close coordination with the New York State Office of Parks, Recreation, and Historic Preservation. Historical context and physical evolution are studied before undertaking work on significant resources. Bero Architecture PLLC staff are qualified in “History”, “Architectural History,” “Architecture,” and “Historic Architecture” under the criteria established by 36 CFR 61, per Federal Register, Vol. 48, No. 190, and the firm always endeavors to comply with the Secretary of the Interior's “Standards for Rehabilitation.”

Bero Architecture assists in recycling historic buildings as part of a sustainability strategy. Demolition requires expenditure of energy, discards embodied energy—energy expended by our ancestors in the production, transport, and assembly of historic buildings—and burdens landfills. Retrofit of historic buildings with modern technology augments their value while preserving embodied energy, and is Bero Architecture's principal contribution to saving the natural environment while preserving our built environment.

Bero Architecture PLLC is a New York State certified Women-Owned Business Enterprise (WBE) effective November 19, 2015 – currently awaiting recertification from New York State. Staff members have received Code Enforcement Certification from the State of New York and LEED® AP certification.

¹ Bero Architecture PLLC, established in 2008, is the successor firm to Bero Architecture P.C., and to Bero Associates Architects.

Town of Canandaigua – 2021 Preserve NY Grant

Attachment H

Consultant Project Budget

See Following Pages for the project budget as stated in our consultant's project proposal.

Town of Canandaigua Reconnaissance-Level Survey: Phase Two			3/4/2021
	Arch.Historian	Architect	
Phase 2			
1. Meetings and coordination			
Team and/or Public Meetings - prep and attend (up to 4)	9		
Public presentation - prep and present	4		
Travel (4 round trips)	4		
subtotal hours	17	0	
subtotal fees	\$1,530	\$0	\$1,530
2. Reconnaissance-Level Field Work			
Individual buildings: On-site CRIS data entry & photos (~325 properties @ 10 min)	52		
Overview observations, analysis	8		
Research & CRIS significance statement, description (~150 properties @ 45 min)	110		
Travel (8 round-trips)	8		
subtotal hours	178	0	
subtotal fees	\$16,020	\$0	\$16,020
3. Analysis and Writing			
Methodology (Phases 1 and 2)	1		
Existing Conditions / Architectural Overview	4		
Annotated properties list (generate from CRIS)	4		
Conclusions and Recommendations	4		
Phase 2 Mapping - Coordination / County to provide	1		
Architect review / edit		2	
Draft Phase 2 report production	2		
subtotal hours	16	2	
subtotal fees	\$1,440	\$200	\$1,640
4. Report production/CRIS coordination			
Revisions after client/SHPO review	1		
Final Phase 1 & 2 report production	1		
subtotal hours	2	0	
subtotal fees	\$180	\$0	\$180
Phase 2 fee estimate			\$19,370
Estimated reimbursables			300
Mileage			250
Fee + Reimbursables			\$19,920

Town of Canandaigua – 2021 Preserve NY Grant

Attachment I

Consultant Scope of Work - See Following Pages

March 5, 2021

Sarah Reynolds, Planning Aide
Town of Canandaigua
5440 Routes 5 & 20 W
Canandaigua, NY 14424

RE: Reconnaissance-Level Survey (Phase 2), Town of Canandaigua

Dear Ms. Reynolds:

Thank you for requesting this proposal from our firm. I am glad you are pursuing the second phase of the town Reconnaissance-Level survey and look forward to working with you on this project.

Scope of Work

This project will be the second phase of the Reconnaissance-Level Survey begun in 2018 with the Historic Context Statement. In that project, we provided an overview of town history, identified historic themes and associated property types, and provided recommendations for the second survey phase.

The primary purpose of the present phase will be to prepare an Annotated Property List that documents historically and architecturally significant properties in the town, including extant buildings, structures, landscapes, and districts. Archaeological resources will not be included in the study. The survey will be conducted according to the *Recommended Standards for Historic Resources Surveys* developed by the Field Services Bureau of the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP). For each property selected for the survey, the annotated property list will include the address, estimated construction date, one to three photographs, brief physical description, and brief explanation of the property's significance and how it meets National Register criteria or other selection criteria. While reconnaissance-level surveys do not include detailed research into the history of individual properties, if we have information about a property's history we will record that in our notation of eligibility. Properties that do not appear to meet National Register eligibility standards may be included if they appear to possess substantial local architectural and/or historic importance.

In 2019, the State Historic Preservation Office (SHPO) rolled out a new version of the "CRIS Trekker" mobile application for survey work. This GIS-based program is designed to allow photographs and data to be collected in the field, and for survey "forms" to be completed either in the field or in the office, and submitted to SHPO to be reviewed and entered into their GIS-based Cultural Resource Information System. In my experience with the program so far, it does not necessarily make field work any faster than the way I used to do it with my own mobile program, but

does simplify the process of coordinating with SHPO and is used to generate the annotated building list described above.

I have included in my budget time for regular meetings with the Local History Team throughout the process, including at least one meeting early in the project. At the outset of the project it will be important to get the team's input about selection criteria, since I understand you want to document not only National Register-eligible properties but also properties that do not quite meet NR criteria (usually due to alterations) but are still of historical significance. Throughout the project I would like to draw on the team's knowledge of specific historic sites and research locations, and to engage them in public outreach. If members of the team are interested in helping with other aspects of the project, such as photography or other field work, I would be happy to discuss how they can assist.

Draft, Final Product, and Distribution

We will provide a draft of the report to you electronically. After receiving your comments, we will prepare the final report. We will provide the Town of Canandaigua with the following final products:

1. Two bound final reports, each printed in color. These can be spiral bound or in a three-ring binder, according to your preference.
2. One electronic copy of the report on CD.

Project Schedule

Preserve New York grant awards are typically announced in July/August, with completion required within one year of the grant agreement (i.e. August or September of 2022). Because the fall and early spring months are the best times for field work, my typical method is to do initial map research, desktop research using sources such as Google aerial photos and building photos available through the Town of Canandaigua's assessment website, and an initial round of field work in the fall, followed by more detailed research into specific sites in the winter months. Based on the results of our initial windshield survey and historic research, I will then have a good list of additional sites to be evaluated in more depth in early spring when weather permits, and plan to complete a draft report in late spring/early summer, allowing time for you to review the report and suggest any modifications well before the deadline. I have included time for up to four formal team and/or public meetings or presentations, and am assuming additional progress meetings with the Local History Team can be coordinated with research and/or field work trips or conducted remotely.

The following rough schedule assumes you receive your Preserve New York grant; I would be happy to modify it to suit any other schedule requirements that may arise, such as other funding deadlines or dates relevant to the town's comprehensive planning process.

September-October 2021	Collect existing information; desktop research using aerial photos, maps, Town photos
October – November 2021	Initial windshield-level field work
December 2021-March 2022	Research specific sites; follow-up field work (weather permitting)
March-April 2022	Follow-up field work

May-June 2022
July-August 2022
August/September 2022

Complete draft report; submit for client review
Report revisions
Anticipated deadline based on Preserve NY grant

Project Budget

For the services described above, we will charge you a fee of \$19,370, plus reimbursable expenses. Reimbursable expenses include mileage, research and copying fees, and printing, and are not expected to exceed \$550 for a total budget of \$19,920. The attached spreadsheet indicates the breakdown of the budget by task.

Client to Provide

At the beginning of the project, we will request the following:

1. A general informational handout describing the project with the Town of Canandaigua's letterhead. (This is useful to have when people ask us why we're taking a photo of their house.)
2. Access to current maps of the Town, preferably maps showing building outlines (if available; many towns do not have maps of this nature) and tax parcels. It would be most helpful if we could have such a map in digital format.

Because CRIS Trekker is a GIS-based program, with geographic data embedded into every electronic "form," I am proposing that at the end of the project, SHPO's GIS staff will coordinate with Ontario County GIS staff regarding data sharing and map generation. This will be far more efficient than having me generate a separate map, and will allow for easy integration of survey data into the County's existing GIS program.

Additional Services

This proposal is for the completion of a Reconnaissance-Level Survey of Historic Resources. It does not include Building/Structure inventory forms ("blue forms"), or Historic District inventory forms, as I am assuming data entry will be done via CRIS Trekker. We will be happy to provide you with a separate proposal and estimate for the preparation of an intensive-level survey, individual property or district inventory forms, or completion of National Register Nominations upon completion of the Reconnaissance-Level Survey.

I have included time for one public presentation. If you would like me to conduct additional presentations I would be happy to do so as an additional expense.

Project Team Experience

Since the firm was founded in 1976, Bero Architecture has developed a local, state, and regional reputation for excellence in preservation planning and historic building assessment (see attached firm description). As the firm's architectural historian, I will serve as the project coordinator and expect

to conduct most or all of the research, field work and writing myself. I have enclosed my résumé and our firm résumé of representative history projects.

Terms and Conditions

An official signature on a copy of this proposal, returned to this office, signifies understanding of and agreement to the terms and conditions stated, and will serve as our notice to proceed. Please keep the original of this agreement for your files.

We would be pleased to assist you with this worthy project. I hope this proposal addresses your needs. Please call me at 262-2035 if you have any questions or comments about this proposal.

Sincerely,



Katie Eggers Comeau
Architectural Historian

<hr/> <p>Approved (name and title) Date:</p>
--

- Enclosures: Fee proposal spreadsheet
 Firm Overview
 Firm Résumé of Historic Preservation Projects
 Personnel résumés

Town of Canandaigua – 2021 Preserve NY Grant

Attachment J

Photos

Photos – Ten photos of representative examples of the Town’s significant building types have been emailed along with this application:

1. 5648 County Rd. 30 (1829 Wilder Tavern)
2. 3179 State Route 21 S (1885 Sutherland House)
3. 4261-4271 (c. 1880, State Route 21S, Cheshire)
4. 4272-4270 State Route 21S (1874 neighborhood store and 1894 Maccabee Hall, Cheshire)
5. 4244 State Route 21S (1915 Cheshire School)
6. 5260 State Route 21S (1880 District 4 School)
7. 1910 County Rd. 28 (1840 Zachary Tiffany House)
8. 4645 West Lake Rd. (1880 cottage)
9. 4455 Davidson Landing (1935 cottage)
10. 3324 West Lake Rd. (1950 ranch)

Town of Canandaigua – 2021 Preserve NY Grant

Letters of Support

Please find on the following pages:

- Town Board resolution supporting this grant application
- Letter of Support from NY State Senator Pamela Helming
- Letter of Support from the Landmark Society of Western NY
- Letter of Support from the Ontario County Historical Society

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120
Fax: (585) 394-9476

Established 1789

The following resolution was acted upon by the Canandaigua Town Board on March 15, 2021:

RESOLUTION NO. 2021 – 070: SUPPORT AND AUTHORIZE TOWN MANAGER TO SUBMIT A GRANT APPLICATION FOR PHASE 2 OF A CULTURAL RESOURCE SURVEY TO THE PRESERVE NEW YORK GRANT PROGRAM

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) adopted a Historical Context Statement report for the Town of Canandaigua prepared by BERO Architecture in 2019 that was Phase 1 of a two-phase Town history project; and

WHEREAS, the Town Board wishes to allow for the completion of this project as it aligns with the Town of Canandaigua Comprehensive Plan goals 5 and 6 which state the need to preserve and protect the Town’s significant cultural and historical resources and to promote the awareness of those resources; and

WHEREAS, the Town’s Local History Team, a volunteer group that has worked for the past three years to help the Town implement those goals, has been heavily involved with and supportive of this two-phase project and helped to secure the funding that was used to hire BERO Architecture to complete phase 1; and

WHEREAS, there is an opportunity to again seek funding to complete Phase 2 through the same grant opportunity as was awarded for phase 1; it is offered jointly by the New York State Council for the Arts and the Preservation League of New York State and is called Preserve New York; and

WHEREAS, the Town Manager and the Local History Team are recommending a second application be made to this program for Phase 2; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby supports this project and authorizes the Town Manager to submit a grant application in 2021 for Phase 2 of the Town History project through the Preserve New York grant program; and

BE IT FINALLY RESOLVED, the Town Board directs the Town Clerk to provide a certified copy of this resolution to the Administrative Coordinator.

Motion made by Councilwoman Dworaczyk, seconded by Councilman Davis


5 Ayes: Davis, Dworaczyk, Fennelly, Menikotz, Simpson

STATE OF NEW YORK}
County of Ontario}
Town of Canandaigua}

I DO HEREBY CERTIFY that I have compared the preceding with the original thereof, on file and on record in the Town Clerk's office, and that the same is a correct copy and transcript therefrom and of the whole of said original; and that said original was duly adopted at a meeting of the Town Board held at Canandaigua, New York, on March 15, 2021.

SEAL

Given under my hand and the official seal of said Town, at Canandaigua NY, in said county, on the March 16, 2021.


Jean Chrisman, Town Clerk

THE SENATE
STATE OF NEW YORK

RANKING MINORITY MEMBER

HOUSING, CONSTRUCTION AND
COMMUNITY DEVELOPMENT
INSURANCE



**SENATOR
PAMELA A. HELMING
54TH DISTRICT**

COMMITTEES

AGRICULTURE
COMMERCE, ECONOMIC DEVELOPMENT
AND SMALL BUSINESS
CULTURAL AFFAIRS, TOURISM, PARKS
AND RECREATION
RACING, GAMING AND WAGERING

March 30, 2021

Mr. Jay DiLorenzo, President
Preservation League of New York State
Attn: Preserve NY
44 Central Avenue
Albany NY 12206

Dear Mr. DiLorenzo,

As New York State Senator representing the Town of Canandaigua, I am pleased to lend my support to their Preserve NY grant application to fund Phase 2 of a Cultural Resource Survey. The Town of Canandaigua has many historical resources that are critical for economic growth and must be protected.

The Town's Local History Team plays a major role in completing this survey. They completed phase one of the survey on 2019 with the help of a 2018 Preserve NY grant. The total list of properties to be surveyed includes another estimated 50 commercial and tax-exempt properties, for about 1,100 resources with potential historical significance. This report is critical in order to identify properties with sufficient significance and integrity to meet state and national register criteria.

As the Ranking Member on the Housing, Construction, and Community Development Senate Committee, and a member on the Cultural Affairs, Tourism, Parks and Recreation Senate Committee, I fully understand the importance of this grant funding and the Cultural Resource Survey. Compiling a list of State and National Register-eligible properties as well as other properties of local historical significance will result in appropriate recommendations to the Town's development staff and boards as well as property owners early in the process when development proposals affect historic resources. Awarding this funding is critical to Phase 2 of the survey and the Town's historical resources.

Once again, I am pleased to lend my support for the Town's Preserve NY grant application. If I can be of further assistance, please do not hesitate to contact me at 518-455-2366 or helming@nysenate.gov.

Sincerely,

A handwritten signature in blue ink that reads "Pam".

Pamela A. Helming
Senator, 54th District





April 8, 2021

Preservation League of New York State
44 Central Avenue
Albany, NY 12206

Re: Town of Canandaigua Preserve NY Grant Application

Dear Preserve NY Selection Committee:

I write to you to express The Landmark Society of Western New York's support of the Town of Canandaigua's application for funding to complete Phase II of a town-wide reconnaissance level historic resources survey. We commend the Town for taking this proactive step to identify historic resources throughout its community.

As you know, the Town has already successfully completed Phase I of this project; funding for Phase II would allow them to continue identifying important historic resources that may be at-risk due to development pressures. We are hopeful that, once the survey is complete, the local government and its citizens can take additional steps to spread awareness about the economic value of preserving historic resources.

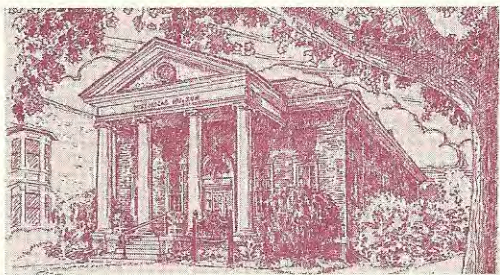
Further, the Town's work on this survey project could serve as a model for other lakefront communities in the Finger Lakes, where historic lakefront resources often remain under-appreciated, undocumented, and at-risk of demolition for new development. We are confident that the results of the survey would provide an excellent basis from which the Town can make important and informed planning decisions.

We hope that you can fund this important project. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Caitlin Meives". The signature is written in a cursive, flowing style.

Caitlin Meives
Director of Preservation



The Ontario County Historical Society Museum and Research Center

55 North Main Street
Canandaigua, New York 14424
www.ochs.org 585 394-4975

Connecting our Community with its Past



Council on
the Arts

April 8, 2021

Preservation League of New York
Attn: Preserve New York
44 Central Avenue
Albany, NY 12206

To Whom It May Concern:

I am writing in support of the Town of Canandaigua's application to Preserve New York for funding for Phase 2 to complete the Reconnaissance Level Survey of Historic Resources by Bero Architecture. The first phase of the project was completed with the help of a 2018 Preserve New York grant.

The Town of Canandaigua is blessed with rural landscapes, historic structures, hamlets, lakefront and other cultural resources that give the town its unique character. The rural areas and especially the lakefront is seeing considerable development often resulting in historic structures being demolished.

The Ontario County Historical Society is highly supportive of the Town of Canandaigua being proactive in trying to save historic resources. Canandaigua's Local History Team volunteers have worked tirelessly to publicly promote the protection and awareness of the town's cultural resources. The completion of this survey will provide a critical tool in the effort to highlight the value and significance of historic structures in this community. It will also provide an example for other towns in the county and region.

As the Town of Canandaigua continues in its effort to preserve and protect its cultural resources, especially its historic structures, I urge you to give this Preserve New York application your utmost attention.

Sincerely,

Wilma T. Townsend
Curator

Board of Trustees

Chris Hubler, President David Hewson, Vice President Carole Lillis, Secretary Tricia Carey, Treasurer
Geoffrey Astles Fritz Cermak Natalie DeTraglia Linda F. Hawks John Michalko
Charles Parkhurst David Sanford Jack Schuppenhauer David White John Zappia

Town of Canandaigua

5440 Routes 5 & 20 West Canandaigua, NY 14424

(585) 394-1120 / Fax (585) 394-9476

www.townofcanandaigua.org

MEMO

To: Canandaigua Town Board Date: April 9, 2021

From: Kate Silverstrim-Jensen, Finance Clerk II

Re: March 2021 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through March 31, 2021. Detailed reports have been distributed via email.

REVENUES

Receipts recorded for March totaled \$2,490,971.28 and include the following:

- WIIA Grant through NYS EFC - \$2,250,000.00
- 2021 PILOT Payments - \$59,587.06
- Bristol Water District 2021 Tax Levy - \$49,946.14
- Franchise Fees - \$46,388.18
- Town Clerk - \$30,899.56 and \$6,000 in special park & recreation funds.
- Justice Fines & Fees - \$15,295.00
- Expense Reimbursements - \$19,013.97
- Development Office - \$5,327.50 applied against accounts receivable
- Accepted Sureties - \$4,526.90
- Other - \$3,986.97

EXPENDITURES

We expect the available balance in each fund to be about 75% at the end of March.

- General Fund (AA100) – Expenditures to date are \$829,881.74 against a budget of \$4,536,569.79 which leaves 81.71% available.
- Highway Fund (DA100) – Expenditures to date are \$751,237.22 against a budget of \$3,499,177.00 which leaves 78.53% available.
- Water Fund (SW500) – Expenditures to date are \$162,288.23 against a budget of \$1,569,518.48 which leaves 89.66% available.



Monthly Budget Report Account Summary

For Fiscal: 2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND							
Revenue							
AA100.1001.00000	REAL PROPERTY TAXES	560,000.00	560,000.00	0.00	560,000.00	0.00	0.00 %
AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	25,071.00	25,071.00	0.00	61,124.44	36,053.44	243.81 %
AA100.1090.00000	PENALTY ON TAXES	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
AA100.1120.00000	NON PROPERTY SALES TAX	1,875,000.00	1,875,000.00	0.00	0.00	-1,875,000.00	100.00 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	85,000.00	85,000.00	0.00	45,340.70	-39,659.30	46.66 %
AA100.1255.00000	TOWN CLERK FEES	1,900.00	1,900.00	23.04	182.17	-1,717.83	90.41 %
AA100.1603.00000	VITAL STATISTICS FEE	5,500.00	5,500.00	453.00	793.00	-4,707.00	85.58 %
AA100.2001.00000	PARK & RECREATION FEES	100,000.00	100,000.00	13,335.00	18,315.50	-81,684.50	81.68 %
AA100.2110.00000	ZONING FEES	30,000.00	30,000.00	3,300.00	7,550.00	-22,450.00	74.83 %
AA100.2120.00000	SOIL EROSION CONTROL	6,000.00	6,000.00	300.00	1,650.00	-4,350.00	72.50 %
AA100.2148.00000	RETURNED CHECK FEE	60.00	60.00	0.00	40.00	-20.00	33.33 %
AA100.2192.00000	CEMETERY SERVICES	500.00	500.00	0.00	0.00	-500.00	100.00 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	27,000.00	27,000.00	0.00	3,000.00	-24,000.00	88.89 %
AA100.2401.00000	INTEREST & EARNINGS	15,000.00	15,000.00	0.00	385.47	-14,614.53	97.43 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	17,910.00	17,910.00	0.00	2,700.00	-15,210.00	84.92 %
AA100.2544.00000	DOG LICENSES	25,000.00	25,000.00	2,479.00	6,800.00	-18,200.00	72.80 %
AA100.2590.00000	SITE DEVELOPMENT FEES	75,000.00	75,000.00	8,193.40	19,678.00	-55,322.00	73.76 %
AA100.2591.00000	CONSTRUCTION DEBRIS FEES	20,000.00	20,000.00	2,972.00	6,259.00	-13,741.00	68.71 %
AA100.2610.00000	FINES & FORFEITED BAIL	92,500.00	92,500.00	0.00	23,363.00	-69,137.00	74.74 %
AA100.2651.00000	RECYCLING REVENUE	7,500.00	7,500.00	894.59	4,289.22	-3,210.78	42.81 %
AA100.2665.00000	SALE OF EQUIPMENT	21,500.00	21,500.00	0.00	0.00	-21,500.00	100.00 %
AA100.2680.00000	INSURANCE RECOVERIES	150.00	150.00	0.00	0.00	-150.00	100.00 %
AA100.2750.00000	AIM-RELATED PAYMENTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	230,000.00	230,000.00	0.00	0.00	-230,000.00	100.00 %
AA100.3092.00000	ST AID.PLANNING STUDIES	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
AA100.5031.00000	INTERFUND TRANSFERS	212,465.00	212,465.00	0.00	0.00	-212,465.00	100.00 %
AA100.5031.0000R	TRANSFER FROM RESERVE	0.00	30,050.00	0.00	30,050.00	0.00	0.00 %
AA100.5031.0000CM	INTERFUND TRANSFERS.PARK FUN	490,500.00	490,500.00	0.00	0.00	-490,500.00	100.00 %
AA100.5710.00000	SERIAL BONDS	1.00	1.00	0.00	0.00	-1.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FO	498,850.00	498,850.00	0.00	0.00	-498,850.00	100.00 %
	Revenue Total:	4,472,407.00	4,502,457.00	31,950.03	791,520.50	-3,710,936.50	82.42 %
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	21,060.00	21,060.00	810.00	5,670.00	15,390.00	73.08 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	4,500.00	4,500.00	0.00	911.99	3,588.01	79.73 %
AA100.1110.110.00000	JUSTICES.ELECTED	51,868.00	51,868.00	1,994.92	13,964.44	37,903.56	73.08 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, PT	52,000.00	52,000.00	2,000.00	14,000.00	38,000.00	73.08 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	5,000.00	5,000.00	59.67	197.37	4,802.63	96.05 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	7,500.00	7,500.00	0.00	291.69	7,208.31	96.11 %
AA100.1110.401.00000	JUSTICES..CONTR.COURTSECURITY	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	20,808.00	20,808.00	800.31	5,602.17	15,205.83	73.08 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,500.00	2,500.00	76.92	384.60	2,115.40	84.62 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVI	128,750.00	128,750.00	4,951.92	34,663.44	94,086.56	73.08 %
AA100.1230.120.00000	TOWN MGR.ADMINISTRATIVE AIDE	31,500.00	31,500.00	725.40	7,243.93	24,256.07	77.00 %
AA100.1230.144.00000	TOWN MGR. CLERK FINANCE	61,500.00	61,500.00	2,365.38	16,557.66	44,942.34	73.08 %
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPM	35,850.00	35,850.00	0.00	0.00	35,850.00	100.00 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	8,460.00	8,460.00	32.30	350.00	8,110.00	95.86 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %

Monthly Budget Report

For Fiscal: 2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1340.400.00000	BUDGET.CONTRACTUAL	6,000.00	6,000.00	0.00	26.16	5,973.84	99.56 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	1,500.00	1,500.00	0.00	55.67	1,444.33	96.29 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	63,000.00	63,000.00	2,423.08	16,961.56	46,038.44	73.08 %
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	1,750.00	1,750.00	0.00	437.50	1,312.50	75.00 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	11,539.00	11,539.00	16.15	2,346.40	9,192.60	79.67 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT	200.00	200.00	0.00	0.00	200.00	100.00 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	64,357.00	64,357.00	2,475.27	17,326.89	47,030.11	73.08 %
AA100.1410.131.00000	TOWN CLERK.DEPUTY F/T	38,106.00	38,106.00	1,461.02	9,644.49	28,461.51	74.69 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY P/T	23,020.00	23,020.00	873.50	5,557.23	17,462.77	75.86 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	1,975.00	1,975.00	0.00	0.00	1,975.00	100.00 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	12,850.00	12,850.00	-300.00	5,884.68	6,965.32	54.20 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	15,000.00	15,000.00	0.00	565.00	14,435.00	96.23 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO	70,125.00	70,125.00	2,307.69	12,518.73	57,606.27	82.15 %
AA100.1430.141.00000	PERSONNEL.CLERK P/T	16,000.00	16,000.00	187.00	385.75	15,614.25	97.59 %
AA100.1430.200.00000	PERSONNEL.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1430.410.00000	PERSONNEL.CONTRACTUAL	6,580.00	6,580.00	16.15	230.97	6,349.03	96.49 %
AA100.1430.420.00000	PERSONNEL.EAP HUMAN RESOURC	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	3,500.00	3,500.00	0.00	312.50	3,187.50	91.07 %
AA100.1440.406.00000	ENGINEERING. SEWERS	2,500.00	2,500.00	0.00	1,652.50	847.50	33.90 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	8,750.00	8,750.00	0.00	0.00	8,750.00	100.00 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL.	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRAC	5,635.00	5,635.00	0.00	1,372.93	4,262.07	75.64 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C	5,200.00	5,200.00	0.00	183.54	5,016.46	96.47 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	45,800.00	45,800.00	0.00	0.00	45,800.00	100.00 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	4,000.00	4,000.00	0.00	6.58	3,993.42	99.84 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTI	45,000.00	45,000.00	0.00	7,762.11	37,237.89	82.75 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR	79,000.00	79,000.00	0.00	18,619.69	60,380.31	76.43 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY.	37,250.00	37,250.00	0.00	8,314.70	28,935.30	77.68 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	33,000.00	33,000.00	0.00	3,513.50	29,486.50	89.35 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU	10,500.00	10,500.00	0.00	4,305.15	6,194.85	59.00 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIP	40,350.00	49,770.00	0.00	8,320.88	41,449.12	83.28 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	75,360.00	75,360.00	0.00	13,366.17	61,993.83	82.26 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	100,000.00	100,000.00	0.00	22,136.75	77,863.25	77.86 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
AA100.1940.200.00000	PURCHASE OF LAND/RIGHT OF WAY	1.00	2,501.00	0.00	2,500.00	1.00	0.04 %
AA100.1940.400.00000	PURCHASE OF LAND/RIGHT OF WAY	0.00	30,050.00	0.00	30,050.00	0.00	0.00 %
AA100.1990.400.00000	CONTINGENCY	90,000.00	87,500.00	0.00	0.00	87,500.00	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	29,500.00	29,500.00	0.00	0.00	29,500.00	100.00 %
AA100.3310.200.00000	TRAFFIC.CAPITAL.EQUIPMENT	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	86,000.00	86,000.00	0.00	1,535.70	84,464.30	98.21 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	25,000.00	25,000.00	0.00	24,971.00	29.00	0.12 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	2,400.00	2,400.00	0.00	600.00	1,800.00	75.00 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	250.00	250.00	0.00	0.00	250.00	100.00 %
AA100.4540.400.00000	AMBULANCE CONTRACTUAL	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
AA100.5010.110.00000	HIGHWAY SUPT.ELECTED	53,837.00	53,837.00	2,070.65	14,494.55	39,342.45	73.08 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	3,255.00	3,255.00	125.19	876.33	2,378.67	73.08 %
AA100.5010.130.00000	HIGHWAY.ACCOUNT CLERK	19,094.00	19,094.00	973.08	5,106.39	13,987.61	73.26 %
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	28,500.00	28,500.00	0.00	5,019.83	23,480.17	82.39 %
AA100.6410.410.00000	PUBLICITY.CONTRACTUAL	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
AA100.6410.420.00000	PUBLICITY.PARK	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR	50,000.00	50,000.00	0.00	50,000.00	0.00	0.00 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	7,440.00	7,440.00	0.00	0.00	7,440.00	100.00 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	50,337.00	50,337.00	1,936.04	13,552.28	36,784.72	73.08 %
AA100.7110.130.00000	PARK.LABORER F/T	39,520.00	39,520.00	1,377.50	9,913.25	29,606.75	74.92 %
AA100.7110.131.00000	SEASONAL.ONANDA PERSONAL SE	56,119.00	56,119.00	423.57	1,774.83	54,344.17	96.84 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	10,790.00	10,790.00	0.00	0.00	10,790.00	100.00 %
AA100.7110.143.00000	PARK.LABORERS P/T SEASONAL	46,900.00	46,900.00	0.00	0.00	46,900.00	100.00 %

Monthly Budget Report

For Fiscal: 2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANC	277,502.00	277,502.00	0.00	0.00	277,502.00	100.00 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PAR	490,500.00	507,811.79	0.00	29,602.85	478,208.94	94.17 %
AA100.7110.400.00000	PARK.CONTRACTUAL	96,160.00	96,160.00	0.00	4,252.97	91,907.03	95.58 %
AA100.7110.402.00000	PARKS.LANDSCAPING	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00 %
AA100.7110.404.00000	PARKS AUBURN TRAIL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEGU	42,600.00	42,600.00	0.00	0.00	42,600.00	100.00 %
AA100.7140.142.00000	PLAYGROUND/RECREATION.SPECIA	14,532.00	14,532.00	0.00	0.00	14,532.00	100.00 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTR	10,100.00	10,100.00	0.00	915.00	9,185.00	90.94 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIE NIGHT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.7140.410.00000	PLAYGROUND/RECREATION.DAY CA	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.7450.410.00000	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
AA100.7510.120.00000	HISTORIAN.PERSONAL SERVICES	3,500.00	3,500.00	0.00	292.67	3,207.33	91.64 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.8010.120.00000	PLANNER	60,818.00	60,818.00	0.00	10,233.95	50,584.05	83.17 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	8,699.00	8,699.00	318.88	2,054.41	6,644.59	76.38 %
AA100.8010.144.00000	ZONING..OFFICE SPECIALIST I	40,840.00	40,840.00	1,571.20	10,369.93	30,470.07	74.61 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	920.00	920.00	32.30	254.95	665.05	72.29 %
AA100.8020.120.00000	BOARD.PERSONAL SERVICES	6,375.00	6,375.00	0.00	3,506.25	2,868.75	45.00 %
AA100.8020.140.00000	STENOGRAPHER PT.PERSONAL SER	6,250.00	6,250.00	167.79	1,106.70	5,143.30	82.29 %
AA100.8020.150.00000	PLANNING..ECB PERS SVCS BOARD	4,200.00	4,200.00	0.00	750.00	3,450.00	82.14 %
AA100.8020.160.00000	PLANNING..ECB STENOGRAPHER	1,400.00	1,400.00	220.50	852.18	547.82	39.13 %
AA100.8020.400.00000	PLANNING.MISC.CONTRACTUAL	7,300.00	7,300.00	0.00	810.99	6,489.01	88.89 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRA	5,000.00	5,000.00	0.00	70.00	4,930.00	98.60 %
AA100.8020.412.00000	PLANNING.COMP PLAN	300.00	300.00	0.00	0.00	300.00	100.00 %
AA100.8020.424.00000	PLANNING.UPTOWN.MUO	30,000.00	30,000.00	0.00	6,592.00	23,408.00	78.03 %
AA100.8020.428.00000	PLANNING.HISTORICAL SURVEY	15,950.00	15,950.00	0.00	0.00	15,950.00	100.00 %
AA100.8020.430.00000	PLANNING..MIDDLECHESHIRE RD	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
AA100.8020.450.00000	ENVIRONMENTAL CONSULT BOARD	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS	5,573.00	5,573.00	0.00	1,393.25	4,179.75	75.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON	60,000.00	60,000.00	2,200.80	14,855.40	45,144.60	75.24 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PE	26,000.00	26,000.00	1,009.38	6,603.16	19,396.84	74.60 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUA	96,000.00	103,381.00	0.00	62,447.39	40,933.61	39.59 %
AA100.8540.400.00000	DRAINAGE.CONTRACTUAL	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8664.121.00000	CODE ENFORCEMENT	69,822.00	69,822.00	2,685.46	18,798.22	51,023.78	73.08 %
AA100.8664.122.00000	CODE ENFORCEMENT	17,663.00	17,663.00	679.36	4,384.00	13,279.00	75.18 %
AA100.8664.124.00000	CODE ENFORCEMENT	63,334.00	63,334.00	2,435.92	17,051.44	46,282.56	73.08 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQU	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU	4,500.00	4,500.00	16.15	374.09	4,125.91	91.69 %
AA100.8710.400.00000	CONSERVATION.CONTRACTUAL	6,300.00	6,300.00	0.00	0.00	6,300.00	100.00 %
AA100.8730.450.00000	FORESTRY TREE ADVISORY BOARD	11,501.00	11,501.00	0.00	0.00	11,501.00	100.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	11,500.00	11,500.00	0.00	0.00	11,500.00	100.00 %
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	29,500.00	29,500.00	0.00	27,920.00	1,580.00	5.36 %
AA100.9010.800.00000	NYS RETIREMENT	133,572.00	133,572.00	0.00	0.00	133,572.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	115,000.00	115,000.00	3,122.87	22,951.30	92,048.70	80.04 %
AA100.9040.800.00000	WORKERS COMPENSATION	76,200.00	76,200.00	0.00	74,265.00	1,935.00	2.54 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.9055.800.00000	DISABILITY INSURANCE	2,500.00	2,500.00	0.00	482.78	2,017.22	80.69 %
AA100.9060.810.00000	MEDICAL INSURANCE	176,737.00	176,737.00	0.00	49,266.62	127,470.38	72.12 %
AA100.9060.811.00000	DENTAL INSURANCE	13,000.00	13,000.00	0.00	3,708.31	9,291.69	71.47 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	76.92	692.28	3,307.72	82.69 %
AA100.9060.830.00000	HSA ACCOUNT	44,010.00	44,010.00	1,099.55	19,484.17	24,525.83	55.73 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL	244,500.00	244,500.00	0.00	0.00	244,500.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST	113,013.00	113,013.00	0.00	0.00	113,013.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.9730.700.00000	BAN INTEREST	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Expense Total:		4,472,407.00	4,536,569.79	45,819.79	829,881.74	3,706,688.05	81.71 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):		0.00	-34,112.79	-13,869.76	-38,361.24	-4,248.45	-12.45 %
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX R	0.00	0.00	0.00	63.35	63.35	0.00 %
Revenue Total:		0.00	0.00	0.00	63.35	63.35	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:		0.00	0.00	0.00	63.35	63.35	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE							
Revenue							
AA232.2401.00000	INTEREST & EARNING.BUILDING RE	0.00	0.00	0.00	9.86	9.86	0.00 %
Revenue Total:		0.00	0.00	0.00	9.86	9.86	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:		0.00	0.00	0.00	9.86	9.86	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
AA233.2401.00000	INTEREST & EARNING.TECHNOLOG	0.00	0.00	0.00	4.95	4.95	0.00 %
Revenue Total:		0.00	0.00	0.00	4.95	4.95	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:		0.00	0.00	0.00	4.95	4.95	0.00 %
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE	0.00	0.00	0.00	133.60	133.60	0.00 %
AA234.9000.00000	APPROPRIATED FUND BALANCE FO	0.00	30,050.00	0.00	0.00	-30,050.00	100.00 %
Revenue Total:		0.00	30,050.00	0.00	133.60	-29,916.40	99.56 %
Expense							
AA234.9901.900.00000	INTERFUND TRANSFER	0.00	30,050.00	0.00	30,050.00	0.00	0.00 %
Expense Total:		0.00	30,050.00	0.00	30,050.00	0.00	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Surplus (Deficit):		0.00	0.00	0.00	-29,916.40	-29,916.40	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
Revenue							
AA235.2401.00000	INTEREST & EARNING.NYS RETIRE	0.00	0.00	0.00	30.14	30.14	0.00 %
Revenue Total:		0.00	0.00	0.00	30.14	30.14	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:		0.00	0.00	0.00	30.14	30.14	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE							
Revenue							
AA237.2401.00000	INTEREST & EARNINGS.BONDED IN	0.00	0.00	0.00	22.88	22.88	0.00 %
Revenue Total:		0.00	0.00	0.00	22.88	22.88	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:		0.00	0.00	0.00	22.88	22.88	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WAS	0.00	0.00	0.00	63.53	63.53	0.00 %
Revenue Total:		0.00	0.00	0.00	63.53	63.53	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:		0.00	0.00	0.00	63.53	63.53	0.00 %
Fund: CL100 - LOCAL SOLID WASTE							
Revenue							
CL100.2401.00000	INTEREST & EARNINGS	0.00	0.00	0.00	1.73	1.73	0.00 %
Revenue Total:		0.00	0.00	0.00	1.73	1.73	0.00 %
Fund: CL100 - LOCAL SOLID WASTE Total:		0.00	0.00	0.00	1.73	1.73	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS							
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	0.00	0.00	2,000.00	9,000.00	9,000.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	0.00	92.27	92.27	0.00 %
	Revenue Total:	0.00	0.00	2,000.00	9,092.27	9,092.27	0.00 %
	Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Total:	0.00	0.00	2,000.00	9,092.27	9,092.27	0.00 %

Fund: DA100 - HIGHWAY

Revenue							
DA100.1001.00000	REAL PROPERTY TAXES	865,000.00	865,000.00	0.00	865,000.00	0.00	0.00 %
DA100.1120.00000	NON PROPERTY SALES TAX	1,980,000.00	1,980,000.00	0.00	0.00	-1,980,000.00	100.00 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	135,000.00	135,000.00	0.00	71,253.00	-63,747.00	47.22 %
DA100.2303.00000	SALE OF FUEL	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
DA100.2401.00000	INTEREST & EARNINGS	4,400.00	4,400.00	0.00	310.37	-4,089.63	92.95 %
DA100.2410.00000	RENTAL OF LABOR/INDIVIDUALS	0.00	0.00	0.00	1,898.40	1,898.40	0.00 %
DA100.2665.00000	SALE OF EQUIPMENT	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
DA100.2701.00000	REFUND PRIOR YEAR EXP	0.00	0.00	0.00	504.00	504.00	0.00 %
DA100.3501.00000	NYS STATE AID CHIPS	275,000.00	275,000.00	0.00	0.00	-275,000.00	100.00 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FO	194,777.00	194,777.00	0.00	0.00	-194,777.00	100.00 %
	Revenue Total:	3,499,177.00	3,499,177.00	0.00	938,965.77	-2,560,211.23	73.17 %

Expense							
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
DA100.1710.400.00000	HWY.CONTRACTUAL	8,000.00	8,000.00	32.30	722.95	7,277.05	90.96 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	596,700.00	596,700.00	34,781.78	34,781.78	561,918.22	94.17 %
DA100.5110.131.00000	GENERAL REPAIRS.VACATIONBUYB	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
DA100.5110.400.00000	GENERAL REPAIRS.CONTRACTUAL	791,002.00	791,002.00	0.00	4,998.80	786,003.20	99.37 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	322,000.00	322,000.00	0.00	1,808.27	320,191.73	99.44 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL..	240,000.00	233,327.80	720.00	29,746.68	203,581.12	87.25 %
DA100.5130.400.00101	MACHINERY.CONTRACTUAL.CAR #1	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00105	MACHINERY.CONTRACTUAL.CAR #5	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00111	MACHINERY.CONTRACTUAL.CAR#1	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00114	MACHINERY.CONTRACTUAL.CAR#1	0.00	65.49	0.00	65.49	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK	0.00	198.43	0.00	198.43	0.00	0.00 %
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK	0.00	383.84	-720.00	383.84	0.00	0.00 %
DA100.5130.400.00205	MACHINERY.CONTRACTUAL.TRUCK	0.00	495.90	0.00	495.90	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,079.04	0.00	1,079.04	0.00	0.00 %
DA100.5130.400.00209	MACHINERY.CONTRACTUAL.TRUCK	0.00	58.73	0.00	58.73	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK	0.00	153.67	0.00	153.67	0.00	0.00 %
DA100.5130.400.00217	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,112.40	0.00	1,112.40	0.00	0.00 %
DA100.5130.400.00234	MACHINERY.CONTRACTUAL.TRUCK	0.00	20.00	0.00	20.00	0.00	0.00 %
DA100.5130.400.00236	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,520.41	0.00	1,520.41	0.00	0.00 %
DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK	0.00	393.18	0.00	393.18	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK	0.00	38.82	0.00	38.82	0.00	0.00 %
DA100.5130.400.00240	MACHINERY.CONTRACTUAL TRUCK	0.00	38.82	0.00	38.82	0.00	0.00 %
DA100.5130.400.00306	MACHINERY.CONTRACTUAL.GRADE	0.00	199.00	0.00	199.00	0.00	0.00 %
DA100.5130.400.00324	MACHINERY.CONTRACTUAL.EXCAV	0.00	149.56	0.00	149.56	0.00	0.00 %
DA100.5130.400.00355	MACHINERY.CONTRACTUAL.DOZER	0.00	265.02	0.00	265.02	0.00	0.00 %
DA100.5130.400.00363	MACHINERY.CONTRACTUAL.LOADE	0.00	115.22	0.00	115.22	0.00	0.00 %
DA100.5130.400.00366	MACHINERY.CONTRACTUAL.EXCAV	0.00	94.10	0.00	94.10	0.00	0.00 %
DA100.5130.400.00369	MACHINERY.CONTRACTUAL.LOADE	0.00	199.33	0.00	199.33	0.00	0.00 %
DA100.5130.400.00370	MACHINERY.CONTRACTUAL.SNOW	0.00	28.24	0.00	28.24	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	190,000.00	190,000.00	0.00	24,864.18	165,135.82	86.91 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	423,300.00	423,300.00	0.00	242,463.23	180,836.77	42.72 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	425,000.00	425,000.00	0.00	255,507.01	169,492.99	39.88 %
DA100.9010.800.00000	NYS RETIREMENT	122,686.00	122,686.00	0.00	0.00	122,686.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	75,000.00	75,000.00	2,570.62	21,457.84	53,542.16	71.39 %
DA100.9040.800.00000	WORKERS COMPENSATION	60,000.00	60,000.00	0.00	60,000.00	0.00	0.00 %
DA100.9050.800.00000	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
DA100.9055.800.00000	DISABILITY INSURANCE	500.00	500.00	0.00	109.80	390.20	78.04 %
DA100.9060.810.00000	MEDICAL/DENTAL INSURANCE	151,961.00	151,961.00	0.00	41,809.12	110,151.88	72.49 %
DA100.9060.811.00000	DENTAL INSURANCE	13,668.00	13,668.00	0.00	4,348.40	9,319.60	68.19 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	153.84	1,076.88	2,923.12	73.08 %
DA100.9060.830.00000	HSA ACCOUNT	43,360.00	43,360.00	16.50	20,870.08	22,489.92	51.87 %
	Expense Total:	3,499,177.00	3,499,177.00	37,555.04	751,237.22	2,747,939.78	78.53 %
	Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-37,555.04	187,728.55	187,728.55	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT	0.00	0.00	0.00	24.80	24.80	0.00 %
	Revenue Total:	0.00	0.00	0.00	24.80	24.80	0.00 %
	Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	0.00	24.80	24.80	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNING.HWY IMPRO	0.00	0.00	0.00	27.78	27.78	0.00 %
	Revenue Total:	0.00	0.00	0.00	27.78	27.78	0.00 %
	Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	0.00	27.78	27.78	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNING.SNOW&ICE R	0.00	0.00	0.00	27.23	27.23	0.00 %
	Revenue Total:	0.00	0.00	0.00	27.23	27.23	0.00 %
	Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	0.00	27.23	27.23	0.00 %
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBRO	0.00	0.00	0.00	36.11	36.11	0.00 %
HH100.2401.00027	INTEREST & EARNINGS.PENDLETON	0.00	0.00	0.00	7.74	7.74	0.00 %
HH100.2401.00029	INTEREST & EARNINGS.MWRR	0.00	0.00	0.00	3.06	3.06	0.00 %
HH100.2401.0026W	INTEREST & EARNINGS.WATER DIST	0.00	0.00	0.00	166.83	166.83	0.00 %
HH100.3092.00028	STATE AID CAPITAL.HWA ERADICATI	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
HH100.3297.00029	STATE AID, OTHER.MWRR	0.00	0.00	0.00	13,850.52	13,850.52	0.00 %
HH100.4991.0026W	FED AID.WIIA GRANT	0.00	0.00	0.00	2,250,000.00	2,250,000.00	0.00 %
	Revenue Total:	0.00	0.00	0.00	2,269,064.26	2,269,064.26	0.00 %
Expense							
HH100.1380.400.0026W	FISCAL AGENT FEES.CONTRACTUAL.	0.00	0.00	0.00	187.50	-187.50	0.00 %
HH100.1440.200.0026W	ENGINEERING.CAPITAL.EQUIPMENT	0.00	0.00	0.00	38,350.12	-38,350.12	0.00 %
HH100.8097.200.00027	PLANNING.CAPITAL.PENDLETON FA	0.00	0.00	0.00	3,500.00	-3,500.00	0.00 %
HH100.8310.200.0026W	WATER ADMIN.WATER TANKS & SU	0.00	0.00	0.00	130,954.16	-130,954.16	0.00 %
HH100.8310.201.0026W	WATER ADMIN.ELECTRIC SERVICE F	0.00	0.00	0.00	21,850.00	-21,850.00	0.00 %
HH100.8310.202.0026W	WATER ADMIN.PUMP FACILITY.WD	0.00	0.00	0.00	84,626.96	-84,626.96	0.00 %
HH100.8310.203.0026W	WATER ADMIN.ELECTRIC SERVICE F	0.00	0.00	0.00	93,506.60	-93,506.60	0.00 %
HH100.8310.205.0026W	WATER ADMIN.MOBILIZATION & G	0.00	0.00	0.00	4,277.65	-4,277.65	0.00 %
	Expense Total:	0.00	0.00	0.00	377,252.99	-377,252.99	0.00 %
	Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	0.00	1,891,811.27	1,891,811.27	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.1030.00000	SPECIAL ASSESSMENT.RT 332 DRAI	25,080.00	25,080.00	0.00	25,080.00	0.00	0.00 %
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRAI	100.00	100.00	0.00	19.87	-80.13	80.13 %
SD600.9000.00000	APPROPRIATED FUND BALANCE FO	24,920.00	24,920.00	0.00	0.00	-24,920.00	100.00 %
	Revenue Total:	50,100.00	50,100.00	0.00	25,099.87	-25,000.13	49.90 %
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE	50,100.00	50,100.00	0.00	0.00	50,100.00	100.00 %
	Expense Total:	50,100.00	50,100.00	0.00	0.00	50,100.00	100.00 %
	Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	25,099.87	25,099.87	0.00 %

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Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
SD605.2401.00000	INTEREST & EARNINGS.LAKEWOOD	20.00	20.00	0.00	4.78	-15.22	76.10 %
	Revenue Total:	20.00	20.00	0.00	4.78	-15.22	76.10 %
Expense							
SD605.8520.400.00000	MAINTENANCE..LAKEWOOD MEAD	20.00	20.00	0.00	0.00	20.00	100.00 %
	Expense Total:	20.00	20.00	0.00	0.00	20.00	100.00 %
	Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplu	0.00	0.00	0.00	4.78	4.78	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DR	10.00	10.00	0.00	2.42	-7.58	75.80 %
	Revenue Total:	10.00	10.00	0.00	2.42	-7.58	75.80 %
Expense							
SD610.8520.400.00000	MAINTENANCE..ASHTON DRAINAG	10.00	10.00	0.00	0.00	10.00	100.00 %
	Expense Total:	10.00	10.00	0.00	0.00	10.00	100.00 %
	Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	2.42	2.42	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE	25.00	25.00	0.00	5.82	-19.18	76.72 %
	Revenue Total:	25.00	25.00	0.00	5.82	-19.18	76.72 %
Expense							
SD615.8520.400.00000	MAINTENANCE..FOX RIDGE DRAIN	25.00	25.00	0.00	0.00	25.00	100.00 %
	Expense Total:	25.00	25.00	0.00	0.00	25.00	100.00 %
	Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	5.82	5.82	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS	5.00	5.00	0.00	1.27	-3.73	74.60 %
	Revenue Total:	5.00	5.00	0.00	1.27	-3.73	74.60 %
Expense							
SD620.8520.400.00000	MAINTENANCE..LANDINGS DRAINA	5.00	5.00	0.00	0.00	5.00	100.00 %
	Expense Total:	5.00	5.00	0.00	0.00	5.00	100.00 %
	Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	1.27	1.27	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOK	10.00	10.00	0.00	2.27	-7.73	77.30 %
	Revenue Total:	10.00	10.00	0.00	2.27	-7.73	77.30 %
Expense							
SD625.8520.400.00000	MAINTENANCE..OLD BROOKSIDE D	10.00	10.00	0.00	0.00	10.00	100.00 %
	Expense Total:	10.00	10.00	0.00	0.00	10.00	100.00 %
	Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Defic	0.00	0.00	0.00	2.27	2.27	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE ES	5.00	5.00	0.00	1.58	-3.42	68.40 %
	Revenue Total:	5.00	5.00	0.00	1.58	-3.42	68.40 %
Expense							
SD630.8520.400.00000	MAINTENANCE..LAKESIDE ESTATES	5.00	5.00	0.00	0.00	5.00	100.00 %
	Expense Total:	5.00	5.00	0.00	0.00	5.00	100.00 %
	Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (De	0.00	0.00	0.00	1.58	1.58	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.1030.00000	SPECIAL ASSESSMENT.WATERFORD	2,576.00	2,576.00	0.00	2,576.00	0.00	0.00 %

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SD635.2401.00000	INTEREST & EARNINGS.WATERFOR	5.00	5.00	0.00	1.90	-3.10	62.00 %
	Revenue Total:	2,581.00	2,581.00	0.00	2,577.90	-3.10	0.12 %
Expense							
SD635.8520.400.00000	MAINTENANCE..WATERFORD POIN	2,581.00	2,581.00	0.00	0.00	2,581.00	100.00 %
	Expense Total:	2,581.00	2,581.00	0.00	0.00	2,581.00	100.00 %
	Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (D	0.00	0.00	0.00	2,577.90	2,577.90	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE	10.00	10.00	0.00	2.99	-7.01	70.10 %
	Revenue Total:	10.00	10.00	0.00	2.99	-7.01	70.10 %
Expense							
SD640.8520.400.00000	MAINTENANCE..STABLEGATE DRAI	10.00	10.00	0.00	0.00	10.00	100.00 %
	Expense Total:	10.00	10.00	0.00	0.00	10.00	100.00 %
	Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	2.99	2.99	0.00 %
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTE	1,120,920.00	1,120,920.00	0.00	1,120,920.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTE	400.00	400.00	0.00	116.19	-283.81	70.95 %
SF450.9000.00000	APPROPRIATED FUND BALANCE FO	20,000.00	20,020.00	0.00	0.00	-20,020.00	100.00 %
	Revenue Total:	1,141,320.00	1,141,340.00	0.00	1,121,036.19	-20,303.81	1.78 %
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREE	1,141,320.00	1,141,340.00	0.00	1,141,339.85	0.15	0.00 %
	Expense Total:	1,141,320.00	1,141,340.00	0.00	1,141,339.85	0.15	0.00 %
	Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	0.00	-20,303.66	-20,303.66	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOI	1,200.00	1,200.00	0.00	1,200.00	0.00	0.00 %
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOI	6.00	6.00	0.00	1.49	-4.51	75.17 %
SL700.9000.00000	APPROPRIATED FUND BALANCE FO	4,394.00	5,214.00	0.00	0.00	-5,214.00	100.00 %
	Revenue Total:	5,600.00	6,420.00	0.00	1,201.49	-5,218.51	81.29 %
Expense							
SL700.5182.200.00000	STREET LIGHTING.CAP EQUIP.CENT	4,000.00	4,820.00	0.00	0.00	4,820.00	100.00 %
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT	1,600.00	1,600.00	0.00	328.80	1,271.20	79.45 %
	Expense Total:	5,600.00	6,420.00	0.00	328.80	6,091.20	94.88 %
	Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.00	872.69	872.69	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE L	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE	6.00	6.00	0.00	1.81	-4.19	69.83 %
	Revenue Total:	12,006.00	12,006.00	0.00	12,001.81	-4.19	0.03 %
Expense							
SL705.5182.200.00000	EQUIPMENT..FOX RIDGE LIGHTING	806.00	806.00	0.00	0.00	806.00	100.00 %
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIG	10,200.00	10,200.00	0.00	1,737.53	8,462.47	82.97 %
SL705.5182.401.00000	STREET LIGHTING.MAINTENANCE.F	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Expense Total:	12,006.00	12,006.00	0.00	1,737.53	10,268.47	85.53 %
	Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.00	10,264.28	10,264.28	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS L	1.00	1.00	0.00	0.20	-0.80	80.00 %
	Revenue Total:	1.00	1.00	0.00	0.20	-0.80	80.00 %

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Expense							
SL710.5182.400.00000	UTILITIES ELECTRIC..LANDINGS LIG	1.00	1.00	0.00	0.00	1.00	100.00 %
Expense Total:		1.00	1.00	0.00	0.00	1.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	0.00	0.20	0.20	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.2401.00000	INTEREST & EARNINGS.LAKEWOOD	3.00	3.00	0.00	0.54	-2.46	82.00 %
SL715.9000.00000	APPROPRIATED FUND BALANCE FO	2,075.00	2,075.00	0.00	0.00	-2,075.00	100.00 %
Revenue Total:		2,078.00	2,078.00	0.00	0.54	-2,077.46	99.97 %
Expense							
SL715.5182.240.00000	UTILITIES-EQUIPMENT.LAKEWOOD	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD ME	278.00	278.00	0.00	56.19	221.81	79.79 %
Expense Total:		2,078.00	2,078.00	0.00	56.19	2,021.81	97.30 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus		0.00	0.00	0.00	-55.65	-55.65	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK	3.00	3.00	0.00	0.55	-2.45	81.67 %
SL720.9000.00000	APPROPRIATED FUND BALANCE FO	300.00	300.00	0.00	0.00	-300.00	100.00 %
Revenue Total:		1,303.00	1,303.00	0.00	1,000.55	-302.45	23.21 %
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA	1,303.00	1,303.00	0.00	251.61	1,051.39	80.69 %
Expense Total:		1,303.00	1,303.00	0.00	251.61	1,051.39	80.69 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici		0.00	0.00	0.00	748.94	748.94	0.00 %
Fund: SS800 - SANITARY SEWER							
Revenue							
SS800.1030.00000	SPECIAL ASSESSMENTS..PURDY/MO	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
SS800.2401.00000	INTEREST & EARNINGS.SEWER	14.00	14.00	0.00	3.02	-10.98	78.43 %
Revenue Total:		18,224.00	18,224.00	0.00	18,213.02	-10.98	0.06 %
Expense							
SS800.9710.600.00000	SERIAL BONDS.PRINCIPAL.PURDY/	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
SS800.9710.700.00000	SERIAL BONDS.INTEREST.PURDY/M	14.00	14.00	0.00	0.00	14.00	100.00 %
Expense Total:		18,224.00	18,224.00	0.00	0.00	18,224.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):		0.00	0.00	0.00	18,213.02	18,213.02	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA CO	575,000.00	575,000.00	0.00	575,000.00	0.00	0.00 %
SW500.2140.00000	WATER RENTS.CANDGA CONS WD	715,000.00	715,000.00	0.00	0.00	-715,000.00	100.00 %
SW500.2142.00000	WATER METER SALES.CANDGA CON	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
SW500.2144.00000	WATER SERVICES.CANDGA CONS W	17,500.00	17,500.00	0.00	0.00	-17,500.00	100.00 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CON	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
SW500.2389.00000	INTEREST OTHER GOVT	2,215.00	2,215.00	0.00	0.00	-2,215.00	100.00 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAI	6,500.00	6,500.00	0.00	201.43	-6,298.57	96.90 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C	12,083.00	12,083.00	0.00	0.00	-12,083.00	100.00 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FO	221,007.00	221,007.00	0.00	0.00	-221,007.00	100.00 %
Revenue Total:		1,569,305.00	1,569,305.00	0.00	575,201.43	-994,103.57	63.35 %
Expense							
SW500.1380.400.00000	FISCAL AGENT FEES.CANDGA CONS	500.00	500.00	0.00	0.00	500.00	100.00 %
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL.	7,300.00	7,300.00	0.00	0.00	7,300.00	100.00 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN	17,800.00	17,800.00	0.00	0.00	17,800.00	100.00 %
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN	51,000.00	51,000.00	1,961.54	13,730.78	37,269.22	73.08 %
SW500.8310.121.00000	OFFICE SPECIALIST I.CDGA CONS W	19,095.00	19,095.00	495.72	4,608.36	14,486.64	75.87 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA	169,243.00	169,243.00	6,396.41	41,209.47	128,033.53	75.65 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA	95,001.00	95,001.00	0.00	1,000.00	94,001.00	98.95 %

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SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CAN	1,920.00	1,920.00	16.15	422.74	1,497.26	77.98 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA	5,000.00	5,000.00	0.00	850.00	4,150.00	83.00 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C	24,500.00	24,500.00	0.00	3,272.43	21,227.57	86.64 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CAND	2,000.00	2,000.00	0.00	162.94	1,837.06	91.85 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES.C	2,000.00	2,000.00	0.00	377.00	1,623.00	81.15 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN	35,000.00	35,000.00	0.00	13,625.97	21,374.03	61.07 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA	530,000.00	530,000.00	0.00	65.25	529,934.75	99.99 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN	51,000.00	51,000.00	0.00	10,146.42	40,853.58	80.11 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA	140,000.00	140,213.48	0.00	15,735.28	124,478.20	88.78 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP.C	65,000.00	65,000.00	0.00	33,280.81	31,719.19	48.80 %
SW500.9010.800.00000	NYS RETIREMENT..CANDGA CONS	15,351.00	15,351.00	0.00	0.00	15,351.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS	16,000.00	16,000.00	617.74	4,690.42	11,309.58	70.68 %
SW500.9040.800.00000	WORKERS COMPENSATION...CAND	6,700.00	6,700.00	0.00	6,700.00	0.00	0.00 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA C	100.00	100.00	0.00	21.96	78.04	78.04 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.CA	25,000.00	25,000.00	0.00	7,771.40	17,228.60	68.91 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CON	1,500.00	1,500.00	0.00	608.56	891.44	59.43 %
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B	2,000.00	2,000.00	76.92	538.44	1,461.56	73.08 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCO	7,000.00	7,000.00	0.00	3,470.00	3,530.00	50.43 %
SW500.9090.876.00000	EMP BENEFIT VAC BUYBACK	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
SW500.9710.600.00000	SERIAL BONDS PRINCIPAL	127,918.00	127,918.00	0.00	0.00	127,918.00	100.00 %
SW500.9710.700.00000	SERIAL BONDS INTEREST	95,542.00	95,542.00	0.00	0.00	95,542.00	100.00 %
SW500.9730.700.00000	BAN.INTEREST	50,835.00	50,835.00	0.00	0.00	50,835.00	100.00 %
Expense Total:		1,569,305.00	1,569,518.48	9,564.48	162,288.23	1,407,230.25	89.66 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S		0.00	-213.48	-9,564.48	412,913.20	413,126.68	13,520.09 %

Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT

Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR	10,150.00	10,150.00	0.00	10,150.14	0.14	100.00 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI	61,149.00	61,149.00	0.00	61,149.00	0.00	0.00 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAI	58.00	58.00	0.00	10.90	-47.10	81.21 %
SW505.3991.00000	STATE AID CAP PROJ	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
SW505.9000.00000	APPROPRIATED FUND BALANCE FO	7,589.00	7,589.00	0.00	0.00	-7,589.00	100.00 %
Revenue Total:		96,946.00	96,946.00	0.00	71,310.04	-25,635.96	26.44 %
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT.C	32,000.00	32,000.00	0.00	130.00	31,870.00	99.59 %
SW505.9710.600.00000	SERIAL BONDS BRISTOL.PRINCIPAL.	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
SW505.9710.700.00000	SERIAL BONDS BRISTOL.INTEREST.C	39,625.00	39,625.00	0.00	0.00	39,625.00	100.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDGA	1,919.00	1,919.00	0.00	0.00	1,919.00	100.00 %
SW505.9903.901.00000	TRANSFER/WATER-MAINT...CANDG	3,402.00	3,402.00	0.00	0.00	3,402.00	100.00 %
Expense Total:		96,946.00	96,946.00	0.00	130.00	96,816.00	99.87 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su		0.00	0.00	0.00	71,180.04	71,180.04	0.00 %

Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT

Revenue							
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA	194,067.00	194,067.00	0.00	194,067.00	0.00	0.00 %
SW515.2140.00000	OTHER THAN TAXES.CANDGA - FAR	0.00	0.00	0.00	34.98	34.98	0.00 %
SW515.2401.00000	INTEREST & EARNINGS.CANANDAI	45.00	45.00	0.00	8.18	-36.82	81.82 %
Revenue Total:		194,112.00	194,112.00	0.00	194,110.16	-1.84	0.00 %
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRAC	194,068.00	194,068.00	0.00	194,068.00	0.00	0.00 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRAC	44.00	44.00	0.00	34.98	9.02	20.50 %
Expense Total:		194,112.00	194,112.00	0.00	194,102.98	9.02	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur		0.00	0.00	0.00	7.18	7.18	0.00 %

Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT

Revenue							
SW520.1001.00000	REAL PROPERTY TAXES.ANDREWS -	6,692.00	6,692.00	0.00	6,692.00	0.00	0.00 %

Monthly Budget Report

For Fiscal: 2021 Period Ending: 04/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW520.2401.00000	INTEREST & EARNINGS.ANDREWS -	2.00	2.00	0.00	0.94	-1.06	53.00 %
	Revenue Total:	6,694.00	6,694.00	0.00	6,692.94	-1.06	0.02 %
	Expense						
SW520.8350.400.00000	FARM.COMMON WATER.CONT.AN	6,694.00	6,694.00	0.00	6,694.00	0.00	0.00 %
	Expense Total:	6,694.00	6,694.00	0.00	6,694.00	0.00	0.00 %
	Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus	0.00	0.00	0.00	-1.06	-1.06	0.00 %
	Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
	Revenue						
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE	7,100.00	7,100.00	0.00	7,100.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE	8.00	8.00	0.00	2.07	-5.93	74.13 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FO	762.00	762.00	0.00	0.00	-762.00	100.00 %
	Revenue Total:	7,870.00	7,870.00	0.00	7,102.07	-767.93	9.76 %
	Expense						
SW525.9710.600.00000	SERIAL BONDS.PRINCIPAL.MCINTYR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW525.9710.700.00000	SERIAL BONDS.INTEREST.MCINTYRE	3,702.00	3,702.00	0.00	0.00	3,702.00	100.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,168.00	1,168.00	0.00	0.00	1,168.00	100.00 %
	Expense Total:	7,870.00	7,870.00	0.00	0.00	7,870.00	100.00 %
	Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	7,102.07	7,102.07	0.00 %
	Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
	Revenue						
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON A	17,600.00	17,600.00	0.00	17,600.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON A	2.00	2.00	0.00	0.61	-1.39	69.50 %
SW530.9000.00000	APPROPRIATED FUND BALANCE	413.00	413.00	0.00	0.00	-413.00	100.00 %
	Revenue Total:	18,015.00	18,015.00	0.00	17,600.61	-414.39	2.30 %
	Expense						
SW530.8389.400.00000	COMMON WATER.CONTRACTUAL.E	4,559.00	4,559.00	0.00	4,559.00	0.00	0.00 %
SW530.9710.600.00000	SERIAL BONDS.PRINCIPAL.EMERSO	7,000.00	7,000.00	0.00	7,000.00	0.00	0.00 %
SW530.9710.700.00000	SERIAL BONDS.INTEREST.EMERSON	6,456.00	6,456.00	0.00	6,457.00	-1.00	-0.02 %
	Expense Total:	18,015.00	18,015.00	0.00	18,016.00	-1.00	-0.01 %
	Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.00	-415.39	-415.39	0.00 %
	Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
	Revenue						
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO	15,600.00	15,600.00	0.00	15,600.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COU	12.00	12.00	0.00	3.34	-8.66	72.17 %
	Revenue Total:	15,612.00	15,612.00	0.00	15,603.34	-8.66	0.06 %
	Expense						
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30	348.00	348.00	0.00	0.00	348.00	100.00 %
SW535.9710.600.00000	SERIAL BONDS.PRINCIPAL.EX 36 - C	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.700.00000	SERIAL BONDS.INTEREST.CO RD #30	9,075.00	9,075.00	0.00	0.00	9,075.00	100.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,189.00	1,189.00	0.00	0.00	1,189.00	100.00 %
	Expense Total:	15,612.00	15,612.00	0.00	0.00	15,612.00	100.00 %
	Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu	0.00	0.00	0.00	15,603.34	15,603.34	0.00 %
	Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
	Revenue						
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS G	12,688.00	12,688.00	0.00	12,688.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS G	11.00	11.00	0.00	2.87	-8.13	73.91 %
	Revenue Total:	12,699.00	12,699.00	0.00	12,690.87	-8.13	0.06 %
	Expense						
SW540.9710.600.00000	SERIAL BONDS.PRINCIPAL.HOPKINS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW540.9710.700.00000	SERIAL BONDS.INTEREST.HOPKINS	5,238.00	5,238.00	0.00	0.00	5,238.00	100.00 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	2,461.00	2,461.00	0.00	0.00	2,461.00	100.00 %
	Expense Total:	12,699.00	12,699.00	0.00	0.00	12,699.00	100.00 %
	Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici	0.00	0.00	0.00	12,690.87	12,690.87	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX ROA	3,650.00	3,650.00	0.00	3,650.00	0.00	0.00 %
SW545.2401.00000	INTEREST & EARNINGS.HICKOX RO	1.00	1.00	0.00	1.04	0.04	104.00 %
	Revenue Total:	3,651.00	3,651.00	0.00	3,651.04	0.04	0.00 %
Expense							
SW545.8340.440.00000	SERVICES & MAINTENANCE.HICKOX	629.00	629.00	0.00	0.00	629.00	100.00 %
SW545.9795.600.00000	DEBT PRIN OTHER GOVT DUE TO O	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	522.00	522.00	0.00	0.00	522.00	100.00 %
	Expense Total:	3,651.00	3,651.00	0.00	0.00	3,651.00	100.00 %
	Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	3,651.04	3,651.04	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT							
Revenue							
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX	5,525.00	5,525.00	0.00	5,525.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EX	4.00	4.00	0.00	1.29	-2.71	67.75 %
	Revenue Total:	5,529.00	5,529.00	0.00	5,526.29	-2.71	0.05 %
Expense							
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD	1,829.00	1,829.00	0.00	0.00	1,829.00	100.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	700.00	700.00	0.00	0.00	700.00	100.00 %
	Expense Total:	5,529.00	5,529.00	0.00	0.00	5,529.00	100.00 %
	Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	5,526.29	5,526.29	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT							
Revenue							
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EX	11,750.00	11,750.00	0.00	11,750.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 E	7.00	7.00	0.00	2.43	-4.57	65.29 %
	Revenue Total:	11,757.00	11,757.00	0.00	11,752.43	-4.57	0.04 %
Expense							
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32	501.00	501.00	0.00	0.00	501.00	100.00 %
SW555.9795.650.00000	DEBT PRINCIPAL DUE TO OTHER GO	8,321.00	8,321.00	0.00	0.00	8,321.00	100.00 %
SW555.9795.700.00000	DEBT INTEREST DUE TO OTHER GO	2,215.00	2,215.00	0.00	0.00	2,215.00	100.00 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	720.00	720.00	0.00	0.00	720.00	100.00 %
	Expense Total:	11,757.00	11,757.00	0.00	0.00	11,757.00	100.00 %
	Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	11,752.43	11,752.43	0.00 %
	Report Surplus (Deficit):	0.00	-34,326.27	-58,989.28	2,598,079.43	2,632,405.70	7,668.78 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	4,472,407.00	4,502,457.00	31,950.03	791,520.50	-3,710,936.50	82.42 %
Expense	4,472,407.00	4,536,569.79	45,819.79	829,881.74	3,706,688.05	81.71 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	-34,112.79	-13,869.76	-38,361.24	-4,248.45	-12.45 %
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	0.00	63.35	63.35	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	0.00	63.35	63.35	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE						
Revenue	0.00	0.00	0.00	9.86	9.86	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	0.00	9.86	9.86	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	0.00	0.00	4.95	4.95	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	0.00	4.95	4.95	0.00 %
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	30,050.00	0.00	133.60	-29,916.40	99.56 %
Expense	0.00	30,050.00	0.00	30,050.00	0.00	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Surplus (Deficit):	0.00	0.00	0.00	-29,916.40	-29,916.40	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	0.00	30.14	30.14	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	0.00	30.14	30.14	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	0.00	22.88	22.88	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	0.00	22.88	22.88	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	0.00	63.53	63.53	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	0.00	63.53	63.53	0.00 %
Fund: CL100 - LOCAL SOLID WASTE						
Revenue	0.00	0.00	0.00	1.73	1.73	0.00 %
Fund: CL100 - LOCAL SOLID WASTE Total:	0.00	0.00	0.00	1.73	1.73	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS						
Revenue	0.00	0.00	2,000.00	9,092.27	9,092.27	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Total:	0.00	0.00	2,000.00	9,092.27	9,092.27	0.00 %
Fund: DA100 - HIGHWAY						
Revenue	3,499,177.00	3,499,177.00	0.00	938,965.77	-2,560,211.23	73.17 %
Expense	3,499,177.00	3,499,177.00	37,555.04	751,237.22	2,747,939.78	78.53 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-37,555.04	187,728.55	187,728.55	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	0.00	24.80	24.80	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	0.00	24.80	24.80	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	0.00	27.78	27.78	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	0.00	27.78	27.78	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	0.00	27.23	27.23	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	0.00	27.23	27.23	0.00 %
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	0.00	2,269,064.26	2,269,064.26	0.00 %
Expense	0.00	0.00	0.00	377,252.99	-377,252.99	0.00 %
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	0.00	1,891,811.27	1,891,811.27	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	50,100.00	50,100.00	0.00	25,099.87	-25,000.13	49.90 %

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Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	50,100.00	50,100.00	0.00	0.00	50,100.00	100.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	25,099.87	25,099.87	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	20.00	20.00	0.00	4.78	-15.22	76.10 %
Expense	20.00	20.00	0.00	0.00	20.00	100.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplu	0.00	0.00	0.00	4.78	4.78	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	10.00	10.00	0.00	2.42	-7.58	75.80 %
Expense	10.00	10.00	0.00	0.00	10.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	2.42	2.42	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	25.00	25.00	0.00	5.82	-19.18	76.72 %
Expense	25.00	25.00	0.00	0.00	25.00	100.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	5.82	5.82	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	5.00	5.00	0.00	1.27	-3.73	74.60 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	1.27	1.27	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	10.00	10.00	0.00	2.27	-7.73	77.30 %
Expense	10.00	10.00	0.00	0.00	10.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Defic	0.00	0.00	0.00	2.27	2.27	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	5.00	5.00	0.00	1.58	-3.42	68.40 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (De	0.00	0.00	0.00	1.58	1.58	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	2,581.00	2,581.00	0.00	2,577.90	-3.10	0.12 %
Expense	2,581.00	2,581.00	0.00	0.00	2,581.00	100.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (D	0.00	0.00	0.00	2,577.90	2,577.90	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	10.00	10.00	0.00	2.99	-7.01	70.10 %
Expense	10.00	10.00	0.00	0.00	10.00	100.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.00	2.99	2.99	0.00 %
Fund: SF450 - FIRE PROTECTION						
Revenue	1,141,320.00	1,141,340.00	0.00	1,121,036.19	-20,303.81	1.78 %
Expense	1,141,320.00	1,141,340.00	0.00	1,141,339.85	0.15	0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	0.00	-20,303.66	-20,303.66	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	5,600.00	6,420.00	0.00	1,201.49	-5,218.51	81.29 %
Expense	5,600.00	6,420.00	0.00	328.80	6,091.20	94.88 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.00	872.69	872.69	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	12,006.00	12,006.00	0.00	12,001.81	-4.19	0.03 %
Expense	12,006.00	12,006.00	0.00	1,737.53	10,268.47	85.53 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.00	10,264.28	10,264.28	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	1.00	1.00	0.00	0.20	-0.80	80.00 %
Expense	1.00	1.00	0.00	0.00	1.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.00	0.20	0.20	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	2,078.00	2,078.00	0.00	0.54	-2,077.46	99.97 %
Expense	2,078.00	2,078.00	0.00	56.19	2,021.81	97.30 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus	0.00	0.00	0.00	-55.65	-55.65	0.00 %

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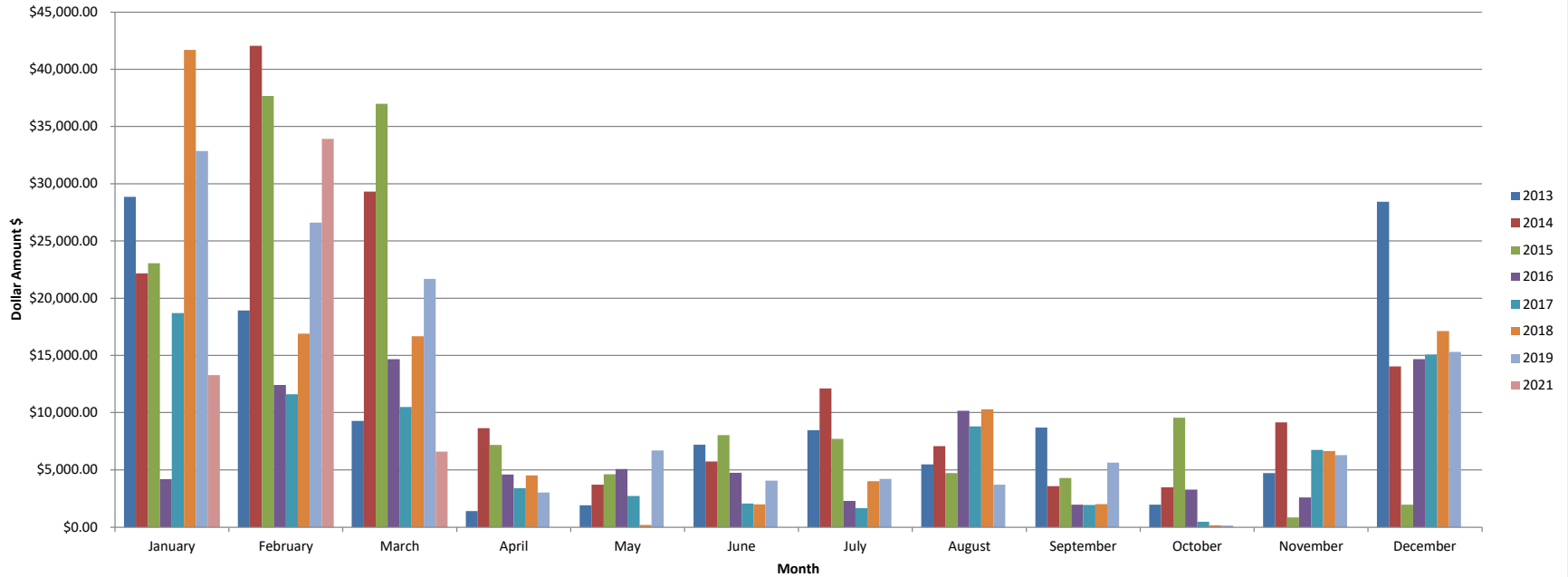
Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,303.00	1,303.00	0.00	1,000.55	-302.45	23.21 %
Expense	1,303.00	1,303.00	0.00	251.61	1,051.39	80.69 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit)	0.00	0.00	0.00	748.94	748.94	0.00 %
Fund: SS800 - SANITARY SEWER						
Revenue	18,224.00	18,224.00	0.00	18,213.02	-10.98	0.06 %
Expense	18,224.00	18,224.00	0.00	0.00	18,224.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	0.00	18,213.02	18,213.02	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,569,305.00	1,569,305.00	0.00	575,201.43	-994,103.57	63.35 %
Expense	1,569,305.00	1,569,518.48	9,564.48	162,288.23	1,407,230.25	89.66 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S	0.00	-213.48	-9,564.48	412,913.20	413,126.68	13,520.09 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	96,946.00	96,946.00	0.00	71,310.04	-25,635.96	26.44 %
Expense	96,946.00	96,946.00	0.00	130.00	96,816.00	99.87 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su	0.00	0.00	0.00	71,180.04	71,180.04	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	194,112.00	194,112.00	0.00	194,110.16	-1.84	0.00 %
Expense	194,112.00	194,112.00	0.00	194,102.98	9.02	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur	0.00	0.00	0.00	7.18	7.18	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue	6,694.00	6,694.00	0.00	6,692.94	-1.06	0.02 %
Expense	6,694.00	6,694.00	0.00	6,694.00	0.00	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus	0.00	0.00	0.00	-1.06	-1.06	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	7,870.00	7,870.00	0.00	7,102.07	-767.93	9.76 %
Expense	7,870.00	7,870.00	0.00	0.00	7,870.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	7,102.07	7,102.07	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	18,015.00	18,015.00	0.00	17,600.61	-414.39	2.30 %
Expense	18,015.00	18,015.00	0.00	18,016.00	-1.00	-0.01 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.00	-415.39	-415.39	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	15,612.00	15,612.00	0.00	15,603.34	-8.66	0.06 %
Expense	15,612.00	15,612.00	0.00	0.00	15,612.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu	0.00	0.00	0.00	15,603.34	15,603.34	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	12,699.00	12,699.00	0.00	12,690.87	-8.13	0.06 %
Expense	12,699.00	12,699.00	0.00	0.00	12,699.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici	0.00	0.00	0.00	12,690.87	12,690.87	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,651.00	3,651.00	0.00	3,651.04	0.04	0.00 %
Expense	3,651.00	3,651.00	0.00	0.00	3,651.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	3,651.04	3,651.04	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	5,529.00	5,529.00	0.00	5,526.29	-2.71	0.05 %
Expense	5,529.00	5,529.00	0.00	0.00	5,529.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	5,526.29	5,526.29	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	11,757.00	11,757.00	0.00	11,752.43	-4.57	0.04 %
Expense	11,757.00	11,757.00	0.00	0.00	11,757.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	11,752.43	11,752.43	0.00 %
Report Surplus (Deficit):	0.00	-34,326.27	-58,989.28	2,598,079.43	2,632,405.70	7,668.78 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	-34,112.79	-13,869.76	-38,361.24	-4,248.45
AA231 - CONTINGENT/TAX RESER	0.00	0.00	0.00	63.35	63.35
AA232 - CAMPUS REPAIR RESERVI	0.00	0.00	0.00	9.86	9.86
AA233 - TECHNOLOGY RESERVE	0.00	0.00	0.00	4.95	4.95
AA234 - OPEN SPACE RESERVE	0.00	0.00	0.00	-29,916.40	-29,916.40
AA235 - NYS EMPLOYEE SYSTEM F	0.00	0.00	0.00	30.14	30.14
AA237 - BONDED INDEBTEDNESS	0.00	0.00	0.00	22.88	22.88
AA238 - SOLID WASTE MANAGENV	0.00	0.00	0.00	63.53	63.53
CL100 - LOCAL SOLID WASTE	0.00	0.00	0.00	1.73	1.73
CM100 - (CR) RECREATION.MISCE	0.00	0.00	2,000.00	9,092.27	9,092.27
DA100 - HIGHWAY	0.00	0.00	-37,555.04	187,728.55	187,728.55
DA230 - HWY EQUIPMENT RESER'	0.00	0.00	0.00	24.80	24.80
DA232 - HWY IMPROVEMENT RES	0.00	0.00	0.00	27.78	27.78
DA235 - SNOW/ICE REMOVAL RD	0.00	0.00	0.00	27.23	27.23
HH100 - CAPITAL PROJECTS	0.00	0.00	0.00	1,891,811.27	1,891,811.27
SD600 - RT 332 DRAINAGE DISTRI	0.00	0.00	0.00	25,099.87	25,099.87
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	0.00	4.78	4.78
SD610 - ASHTON DRAINAGE DIST	0.00	0.00	0.00	2.42	2.42
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	0.00	5.82	5.82
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	0.00	1.27	1.27
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	0.00	2.27	2.27
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	0.00	1.58	1.58
SD635 - WATERFORD POINT DRAI	0.00	0.00	0.00	2,577.90	2,577.90
SD640 - STABLEGATE DRAINAGE L	0.00	0.00	0.00	2.99	2.99
SF450 - FIRE PROTECTION	0.00	0.00	0.00	-20,303.66	-20,303.66
SL700 - CENTERPOINT LIGHTING L	0.00	0.00	0.00	872.69	872.69
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	0.00	10,264.28	10,264.28
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.00	0.20	0.20
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	0.00	-55.65	-55.65
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	0.00	748.94	748.94
SS800 - SANITARY SEWER	0.00	0.00	0.00	18,213.02	18,213.02
SW500 - CANANDAIGUA CONSOLI	0.00	-213.48	-9,564.48	412,913.20	413,126.68
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	0.00	71,180.04	71,180.04
SW515 - CANANDAIGUA-FARMIN	0.00	0.00	0.00	7.18	7.18
SW520 - ANDREWS - NORTH ROA	0.00	0.00	0.00	-1.06	-1.06
SW525 - MCINTYRE ROAD WATER	0.00	0.00	0.00	7,102.07	7,102.07
SW530 - EMERSON ALLEN TOWNI	0.00	0.00	0.00	-415.39	-415.39
SW535 - EX 36 - COUNTY ROAD #:	0.00	0.00	0.00	15,603.34	15,603.34
SW540 - HOPKINS GRIMBLE WATI	0.00	0.00	0.00	12,690.87	12,690.87
SW545 - HICKOX ROAD WATER DI	0.00	0.00	0.00	3,651.04	3,651.04
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	0.00	5,526.29	5,526.29
SW555 - CO RD 32 EXT. 41 WATE	0.00	0.00	0.00	11,752.43	11,752.43
Report Surplus (Deficit):	0.00	-34,326.27	-58,989.28	2,598,079.43	2,632,405.70

	2013	2014	2015	2016	2017	2018	2019	2020	2021
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58	\$18,707.18	\$41,679.61	\$32,857.11	\$27,324.64	\$13,273.75
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13	\$11,601.64	\$16,910.89	\$26,602.24	\$20,572.14	\$33,905.16
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85	\$10,491.75	\$16,677.83	\$21,675.11	\$10,122.18	\$6,592.62
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14	\$3,402.95	\$4,524.16	\$3,033.55	\$6,204.17	
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51	\$178.52	\$6,696.39	\$236.97	
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55	\$1,984.64	\$4,053.52	\$1,112.97	
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52	\$4,001.48	\$4,222.09	\$5,123.36	
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31	\$10,281.09	\$3,710.81	\$375.47	
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	\$1,940.93	\$2,009.68	\$5,625.97	\$947.17	
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	\$459.55	\$173.01	\$145.03	\$5,423.05	
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	\$6,743.01	\$6,656.18	\$6,289.66	\$3,912.18	
December	\$28,423.96	\$14,038.96	\$1,957.16	\$14,667.81	\$15,086.85	\$17,126.83	\$15,295.31	\$13,596.37	
Totals	\$125,331.58	\$161,033.60	\$146,629.22	\$80,622.86	\$83,668.75	\$122,203.92	\$130,206.79	\$94,950.67	\$53,771.53

**Overtime Amounts for All Employees
2013-2021**



ATTACHMENT 3

From: [TERRY FENNELLY](#)
To: [Doug Finch](#)
Cc: [Greg Hotaling](#); [Jim Fletcher](#)
Subject: Fw: Canandaigua - County Road 28 Sanitary Sewer Service Areas
Date: Wednesday, April 7, 2021 9:07:01 AM
Attachments: [Smaller Sized County Road 28 Sanitary Service Area.pdf](#)
[Larger Sized County Road 28 Sanitary Sewer Service Area.pdf](#)

Doug -

The attached email shows an alternative to the CR28 sewer proposal contained in the Sewer Master Plan. I would like to have it included in the 4/28 agenda to begin TB discussion on expanding the proposed district.

Thanks, Terry

----- Forwarded Message -----

From: Hotaling, Greg <gtotaling@mrbgroup.com>
To: TERRY FENNELLY <tjfpheonix@yahoo.com>
Sent: Friday, March 12, 2021, 08:17:28 AM EST
Subject: FW: Canandaigua - County Road 28 Sanitary Sewer Service Areas

Terry – sorry for the delay....

Gregory J. Hotaling, P.E.



From: DeGuida, Rich <RDeGuida@mrbgroup.com>
Sent: Friday, March 12, 2021 8:15 AM
To: Hotaling, Greg <gtotaling@mrbgroup.com>
Subject: RE: Canandaigua - County Road 28 Sanitary Sewer Service Areas

Hi Greg,

As you requested, attached is a figure and cost estimate for both the smaller sewer service area and the larger sewer service area.

Please let me know if you need anything else.

Rich

Richard N. DeGuida, P.E., BCEE*

***AAEES Board Certified Environmental Engineer**



From: Hotaling, Greg <gotaling@mrbgroup.com>
Sent: Thursday, March 11, 2021 8:44 AM
To: DeGuida, Rich <RDeGuida@mrbgroup.com>
Subject: Canandaigua - Sewers

Rich - can you send me one email that has both the smaller district and cost and the larger district and cost for CR 28?

Gregory J. Hotaling, P.E.

Project Manager



The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620
(585) 381-9250 Phone
(585) 381-1008 Fax

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Sewer Master Plan for the Town of CanandaiguaCounty Road 28 Expanded Sanitary Sewer Service AreaCost Summary

This sanitary sewer service area is located along County Road 28, from Emerson Road south to Parkside Drive. It includes a total of 89 parcels of land, the majority of which are residential (70 parcels are single family homes, two family homes, three family homes, and rural residential units). Sixteen (16) parcels are vacant residential parcels. The remaining three (3) parcels are an apartment, a mini storage facility, and a special school. It is estimated that there are 98 Equivalent Dwelling Units (EDUs) located within this service area.

Alternative #1: Gravity collector sewer along County Road 28, Risser Road, and Emerson Road; pump station at the lowest ground surface elevation near the County Road 28 intersection with Risser Road, force main from the pump station south along County Road 28; with tie-in to the existing gravity sewer system along Parkside Drive

a.) Construction Cost Estimate

8 inch diameter gravity collector sewer	
9,800 linear feet (\$135/foot) =	\$1,323,000
Manholes	
9,800 feet / 250 feet per manhole = 40 manholes	
40 manholes (\$9,500 each) =	\$380,000
Lateral Connections within ROW	
89 connections (30 feet) (\$45/foot) =	\$120,200
Main Pumping Station (with emergency power)	\$250,000
Force Main	
3,700 linear feet (\$65/foot) =	\$240,500
Connection to Existing Sewer Manhole	\$5,500
Site Restoration	<u>\$54,000</u>
Subtotal	\$2,373,200
Construction contingency Allowance (10%)	\$237,300
Engineering, Legal & Admin Allowance (25%)	<u>\$593,300</u>
Total Project Cost	\$3,203,800

b.) O&M Annual Cost

98 EDUs (\$325 per EDU) =	\$31,900
Pump Station Electricity and Maintenance	<u>\$2,400</u>
Total Annual O&M Cost	\$34,300

c.) Total Project Present Worth

Total Project Cost	\$3,203,800
Present Worth of O&M (20 years @ 3%)	<u>\$510,200</u>
Total Project Present Worth	\$3,714,000

d.) Annual Cost per EDU (with loan at 2.5% over 30 years)

New Debt Service (\$3,203,800) (0.04778) / 98 EDUs =	\$1,562
O&M Annual Cost (\$34,300 / 98 EDUs) =	<u>\$350</u>
Total Annual Cost per EDU.....	\$1,912

Sewer Master Plan for the Town of CanandaiguaCounty Road 28 Sanitary Sewer Service AreaCost Summary

This sanitary sewer service area is located along County Road 28, immediately south of Risser Road. It includes a total of 48 parcels of land, the majority of which are residential (38 parcels are single family homes, two family homes, three family homes, and rural residential units). Eight (8) parcels are vacant residential parcels. The remaining two parcels are a mini storage facility and a special school. It is estimated that there are 52 Equivalent Dwelling Units (EDUs) located within this service area.

Two (2) sanitary sewer alternatives were evaluated for this service area, as described below:

Alternative #1: Gravity collector sewer along County Road 28; pump station at the lowest ground surface elevation near the County Road 28 intersection with Risser Road, force main from the pump station south along County Road 28; with tie-in to the existing gravity sewer system along Parkside Drive

a.) Construction Cost Estimate

8 inch diameter gravity collector sewer	
5,200 linear feet (\$135/foot) =	\$702,000
Manholes	
5,200 feet / 250 feet per manhole = 21 manholes	
21 manholes (\$9,500 each) =	\$199,500
Lateral Connections within ROW	
48 connections (30 feet) (\$45/foot) =	\$64,800
Main Pumping Station (with emergency power)	\$250,000
Force Main	
3,700 linear feet (\$65/foot) =	\$240,500
Connection to Existing Sewer Manhole	\$5,500
Site Restoration	<u>\$35,600</u>
Subtotal	\$1,497,900
Construction contingency Allowance (10%)	\$149,800
Engineering, Legal & Admin Allowance (25%)	<u>\$374,500</u>
Total Project Cost	\$2,022,200

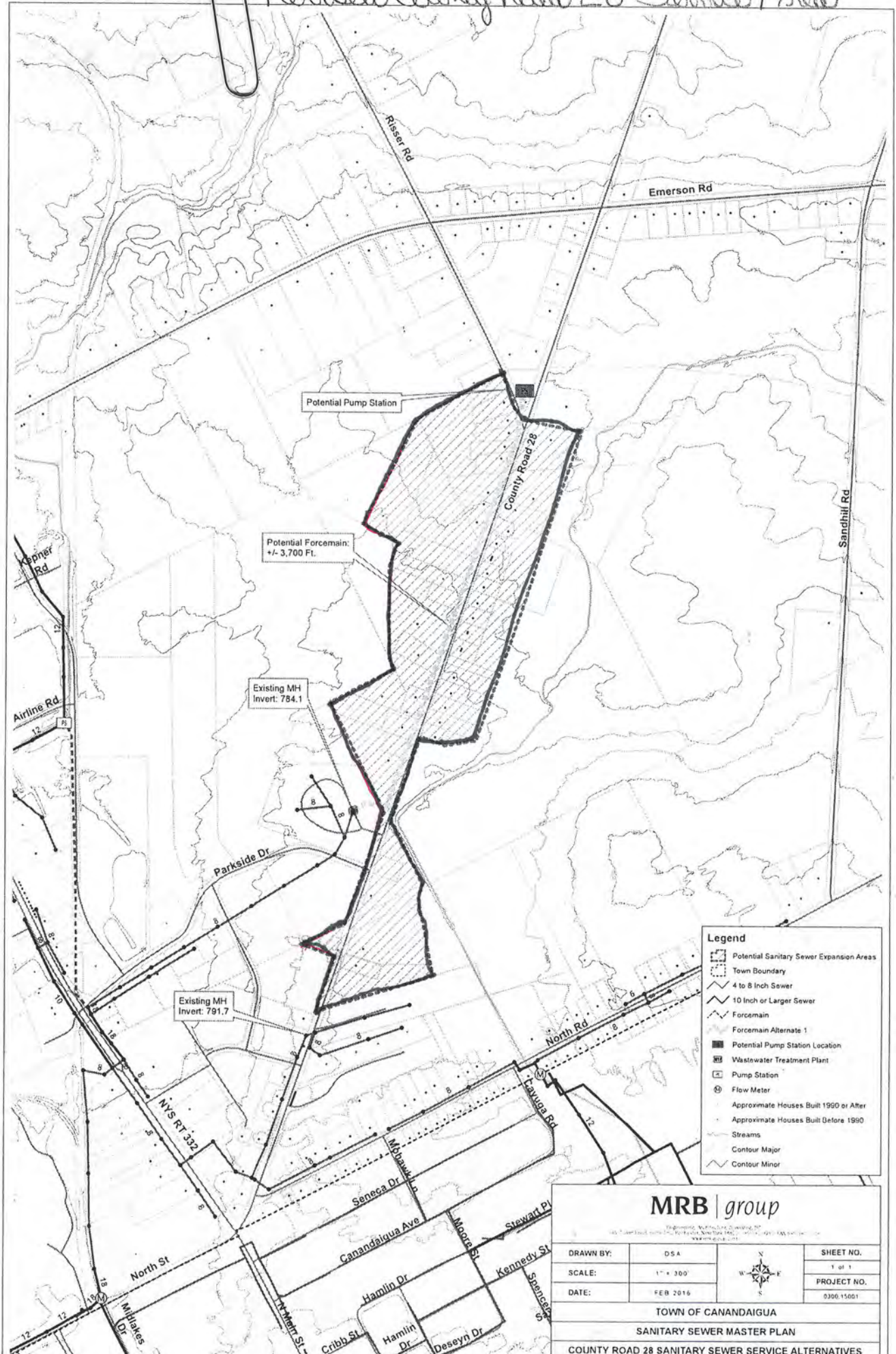
b.) O&M Annual Cost

52 EDUs (\$325 per EDU) =	\$16,900
Pump Station Electricity and Maintenance	<u>\$2,400</u>
Total Annual O&M Cost	\$19,300

c.) Total Project Present Worth

Total Project Cost	\$2,022,200
Present Worth of O&M (20 years @ 3%)	<u>\$287,100</u>
Total Project Present Worth	\$2,309,300

Revised County Road 28 Service Area



MRB | group

DRAWN BY:	DSA		SHEET NO.
SCALE:	1" = 300'		1 of 1
DATE:	FEB 2016		PROJECT NO.
			0300.15001

TOWN OF CANANDAIGUA
 SANITARY SEWER MASTER PLAN
 COUNTY ROAD 28 SANITARY SEWER SERVICE ALTERNATIVES

ATTACHMENT 4

Click here to view complete attachment materials:

<http://www.townofcanandaigua.org/page.asp?id=138>



GOING, GOING, GONE...

The Need to Preserve Open
Space In Canandaigua

ATTACHMENT 5

Proposed Journal Entries to Clean Up Outstanding Items From Financial Software Conversion - April 19, 2021

Journal Entry		Explanation
JE #1	Chargebacks/Accounts Receivable	In looking through the history for this account, chargebacks can be fully tracked and remaining balance of \$14,137.50 is consistently carried over.
CR	\$ 14,137.50 AA100.0380	
DB	\$ 14,137.50 AA100.1010.401 (New act. just for this)	
JE #2	Payroll Withholdings	These are payroll withholdings which typically zero out when the bills for benefits are paid and these balances have not changed or cleared since they were imported.
CR	\$ 347.85 AA100.0017	
CR	\$ 16,593.28 AA100.0020	
DB	\$ 325.33 AA100.0018	
DB	\$ 117.05 AA100.0021	
DB	\$ 73.90 AA100.0048	
DB	\$ 16,424.85 AA100.0201 (Checking #2)	
JE #3	Water Accounts Receivable	SW500 AR was booked incorrectly, then instead of reversing, it was entered for a second time correctly and the revenue was applied against the correction. SW505 was import balance, cannot find any detail for AR, no revenue that came in 2019 or 2020 matches this amount.
CR	\$ 301,547.00 SW500.0380	
DB	\$ 301,547.00 SW500.8340.440	
CR	\$ 2,316.84 SW505.0380	
DB	\$ 2,316.84 SW505.8340.400	
JE #4	Sureties	Town Clerk and Town Manager offices keep separate trackers for sureties, neither includes the \$1,710 difference, and both trackers match the bank balance.
DB	\$ 1,710.00 TA100.0030	
CR	\$ 1,710.00 TA100.0200 (Checking #3)	
JE #5	Cash Reconciliation Outstanding Items	These entries will clear the outstanding items in bank reconciliation process which would not otherwise clear because they are from activity that was prior to conversion. The net effect is a cash debit of \$249.89.
CR	\$ 249.89 AA100.1010.401 (New act. just for this)	
CR	\$ 53,261.79 AA100.0200 (Checking #1)	
CR	\$ 22,522.66 AA100.0201 (Checking #2)	
DB	\$ 76,034.34 AA100.0202 (Savings #1)	
JE #6	Cash to Bank Reconciliation	With these adjustments factored in, the total cash in all GL accounts matches with the total bank balance, but the individual GL accounts do not. These entries move cash using the reconciliation expense account in order to match each individual GL account with it's individual bank balance.
CR	\$ 74,860.30 AA100.1010.401 (New act. just for this)	
CR	\$ 52,337.64 AA100.0200 (Checking #1)	
CR	\$ 22,522.66 AA100.0201 (Checking #2)	
DB	\$ 74,860.30 AA100.1010.401 (New act. just for this)	
DB	\$ 74,860.30 AA100.0202 (Savings #1)	

ATTACHMENT 6

AUTHORIZE BUDGET TRANSFER FOR CRAMER ROAD WATERMAIN PROJECT

Increase: SW500.8397.200 (Water Cap. Projects) \$16,000

Decrease: SW500.8310.450 (Water Engineering) \$16,000

\$4,000- materials for water main & connections

\$6,000- directional drilling

\$1,000- concrete

\$5,000- restoration

ATTACHMENT 7

cardconnect[®]
A First Data Company

Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding,** you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding your Merchant Processing Application and Agreement,** please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
 PO Box 6079, Concord, CA 94524
 Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: Town of Canandaigua

By signing below, you:

- (i) Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and
- (ii) Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal

X [Signature]
 Signature:

Town Manager
 Title

3/15/21
 Date

Douglas E Finelt, Town of Canandaigua
 Please Print Name of Signer

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

- Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).
- We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.
- You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.
- If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.
- This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.
- We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).
- By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.
- For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
 PO Box 6079, Concord, CA 94524
 Attn: Merchant Services (407) 237-6727

- Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.
- Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

- You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- You may view and download the Your Payments Acceptance Guide at _____.
- You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.
- You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf
- For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: Town of Canandaigua

By signing below, you:

- Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and
- Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X [Signature]
 Signature:

Town Manager
 Title

3/15/21
 Date

Douglas E. French, Town of Canandaigua
 Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

- a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);
- b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and
- c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

- a) a material adverse change in your business, financial condition, or business prospects;
- b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;
- c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

- a) if to you, to your email address or postal address appearing on the Application;
- b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and
- c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down- loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Service Providers: Bank and Processor collectively. The words "we," "us" and "our" refer to Service Providers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.



Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

SETUP INFORMATION	
Sales Code	MP1006
Application Platform	North

BUSINESS DETAILS	
CONTACT INFORMATION	
First Name	JEAN
Last Name	CHRISMAN
Email	jchrisman@townofcanandaigua.org
Phone Number	(585) 394-1120

BUSINESS INFORMATION	
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)	
Business Legal Name	Town of Canandaigua
DBA Name	Town of Canandaigua BridgePAY
Tax Filing Name	Town of Canandaigua
Tax Filing Method	<input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	XX-XXX2197
Type of Ownership	<input checked="" type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corporation <input type="checkbox"/> Public Corporation
<input type="checkbox"/> Tax Exempt	
Stock Exchange (Only applicable for Public Corporations)	
<input type="checkbox"/> NYSE or NASDAQ <input checked="" type="checkbox"/> Other/Not Applicable	Stock Ticker Symbol (NYSE or NASDAQ)
Industry (MCC)	9399 - Government Services (Not Elsewhere Classified)
Business Description	Parks and Recreation
Industry Options	<input type="checkbox"/> Quasi Cash
Business Start Date	1900-01-01
Website	HTTP://WWW.TOWNOFCANANDAIGUA.ORG/
Business Phone	(585) 394-1120

BUSINESS ADDRESS	
Street Address 1	5440 ROUTE 5 & 20 WEST
Street Address 2	
City	CANANDAIGUA
State	New York
ZIP	14424
Country	United States of America

BUSINESS LEGAL MAILING ADDRESS	
Street Address 1	5440 ROUTE 5 & 20 WEST
Street Address 2	
City	CANANDAIGUA
State	New York
ZIP	14424
Country	United States of America

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

BUSINESS OWNER INFORMATION	
First Name	Douglas
Last Name	Finch
Street Address 1	6017 Palomino Ct
% Ownership	0 %
Personal Guarantee	<input type="checkbox"/> Yes
Street Address 2	
City	Canandaigua
SSN	XXX-XX-2668
Date of Birth	1972-03-09
State	New York
ZIP	14424
Mobile Phone	(585) 394-1120
Country	United States of America
Email	JCHRISMAN@TOWNOFCANANDAIGUA.ORG

ADDITIONAL BUSINESS OWNER (1)					
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/> City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/> ZIP <input type="text"/>
				Country	<input type="text"/>

ADDITIONAL BUSINESS OWNER (2)					
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/> City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/> ZIP <input type="text"/>
				Country	<input type="text"/>

ADDITIONAL BUSINESS OWNER (3)					
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/> City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/> ZIP <input type="text"/>
				Country	<input type="text"/>

ADDITIONAL BUSINESS OWNER (4)					
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/> City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/> ZIP <input type="text"/>
				Country	<input type="text"/>

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT			
Bank Name	<input type="text" value="CANANDAIGUA NAT'L BANK & TR. CO."/>		
Account Type	<input checked="" type="checkbox"/> Business Checking <input type="checkbox"/> Savings		
Routing Number	<input type="text" value="XXXXX3659"/>	Account Number	<input type="text" value="XXXXX5114"/>

PROCESSING VOLUME	
Average Monthly Card Volume	<input type="text" value="\$ 2427"/> / month
Average Transaction Amount	<input type="text" value="\$ 350"/>

PRODUCT / SERVICE DELIVERY WINDOWS
On average, Products / Services are delivered in
<input checked="" type="checkbox"/> 0-7 Days <input type="checkbox"/> 8-14 Days <input type="checkbox"/> 15-30 Days <input type="checkbox"/> 30+ Days

MODE OF TRANSACTION	
In Person	<input type="text" value="50"/> %
Telephone	<input type="text"/> %
Online	<input type="text" value="50"/> %
Must total 100%	

EQUIPMENT

NEW ORDERS				
Product Name	Network	Qty	Price *	Frequency
CardPointe Gateway (RapidConnect North)	Cardnet	1	-	-
			\$	
			\$	
			\$	

Clover Menu Requested * Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO		
Ship To Attention		Ship To Email
Street Address 1		
Street Address 2	City	
State	ZIP	
Country		

MERCHANT SERVICES

PAYMENTS ACCEPTED	DISCOVER
Discover Full ACQ Mastercard Visa	Discover Program <input checked="" type="checkbox"/> Discover Full ACQ <input type="checkbox"/> Discover EASI
AMERICAN EXPRESS	Discover EASI SE <input type="text"/>
Amex Program <input type="checkbox"/> Amex OptBlue <input type="checkbox"/> Amex ESA	Discover Industry Options
Amex ESA SE <input type="text"/> IATA/ARC Number <input type="text"/>	<input type="checkbox"/> Enable Incremental Authorizations
	<input type="checkbox"/> Debt Repayment Program

PRICING INFORMATION

PRICING	DUES & ASSESSMENTS
Discount Frequency	<input type="checkbox"/> Dues & Assessments
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Daily	(See Agreement for definitions, warranty requirements, and any additional fees.) All other card association fees are passed thru at cost - NABU, APF, connectivity, & usage.
Funding Rollup	
<input type="checkbox"/> Net Fees and Deposits <input checked="" type="checkbox"/> Separate Fees and Deposits <input type="checkbox"/> Individual Batches	

INTERCHANGE PLUS

Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee of 0.13%, a Visa Assessment Fee of 0.14%, or a Discover Assessment Fee of 0.13%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express Assessment Fee of 0.15%

Passthrough Interchange Costs	<input type="checkbox"/> Gross Interchange <input type="checkbox"/> Net Interchange
Discount Fees	Credit / Non-PIN Debit
Visa Qualified	<input type="text"/> %
MasterCard Qualified	<input type="text"/> %
Discover Qualified	<input type="text"/> %
Amex Qualified	<input type="text"/> %

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	<input type="text"/> %	<input type="text"/> %	Discover Qualified	<input type="text"/> %	<input type="text"/> %
Visa Mid-Qualified	<input type="text"/> %	<input type="text"/> %	Discover Mid-Qualified	<input type="text"/> %	<input type="text"/> %
Visa Non-Qualified	<input type="text"/> %	<input type="text"/> %	Discover Non-Qualified	<input type="text"/> %	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %	<input type="text"/> %	Amex Qualified	<input type="text"/> %	
Mastercard Mid-Qualified	<input type="text"/> %	<input type="text"/> %	Amex Mid-Qualified	<input type="text"/> %	
Mastercard Non-Qualified	<input type="text"/> %	<input type="text"/> %	Amex Non-Qualified	<input type="text"/> %	

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions.

%

Discount Fees	Credit	Non-PIN Debit
Visa Qualified	<input type="text"/> %	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %	<input type="text"/> %
Discover Qualified	<input type="text"/> %	<input type="text"/> %
Amex Qualified	<input type="text"/> %	

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	<input type="text"/> 2.75 %
Mastercard Qualified	<input type="text"/> 2.75 %
Discover Qualified	<input type="text"/> 2.75 %
Amex Qualified	<input type="text"/> %

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	<input type="text"/> \$ 0.00	/ Each
ACH Batch Fee	<input type="text"/> \$ 0.00	/ Each
Voice Authorization Fee	<input type="text"/> \$ 0.00	/ Each
Address Verification Fee (AVS)	<input type="text"/> \$ 0.00	/ Each
Transaction Fees (All Card Types)**	<input type="text"/> \$ 0.00	/ Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee	<input type="text"/> %
Transaction Fee	<input type="text"/> \$ / Each

EBT

FNS#	<input type="text"/>
Transaction Fee	<input type="text"/> \$ / Each

VOYAGER

Authorization Fee	<input type="text"/> \$ / Each
Sales Discount	<input type="text"/> %

WRIGHT EXPRESS

Discount Fee	<input type="text"/> %
Transaction Fee	<input type="text"/> \$ / Each
Chargeback Fee	<input type="text"/> \$ / Each
Retrieval Fee	<input type="text"/> \$ / Each

CARDPOINTE AND GATEWAY FEES

Setup Fee	<input type="text"/> \$ 0.00 (One Time)
CardPointe Monthly Platform Fee	<input type="text"/> \$ 0.00 / Monthly
Gateway Monthly Fee	<input type="text"/> \$ 0.00 / Monthly
Gateway Transaction Fee**	<input type="text"/> \$ 0.00 / Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

CLOVER SECURITY

Clover Security Fee	<input type="text"/> \$ / Monthly
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TRANSARMOR

TransArmor Token and Encrypt Fee	<input type="text"/> \$ 0.00 / Monthly
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CLOVER FEES

Clover Go Service Fee, Per MID	<input type="text"/> \$ 0.00 / Monthly
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MONTHLY AND MISCELLANEOUS FEES

Application Fee	\$ 0.00 (One Time)	Annual Membership Fee	\$ 0.00 / Annual
Minimum Processing Fee	\$ 0.00 / Monthly	Regulatory Product Fee	\$ 0.00 / Monthly
DDA Rejects	\$ 0.00 / Each	PCI Non-Compliance Fee	\$ 29.95 / Monthly
Statement Fee	\$ 0.00 / Monthly	Wireless Fee	\$ 0.00 / Monthly
Chargeback Fee	\$ 25.00 / Each	Wireless Activation Fee	\$ 0.00 (One Time)
Retrieval Fee	\$ 0.00 / Each	PCI Annual Fee	\$ 0.00 / Annual

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

Client Initials

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature Date

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature
Date

CARDCONNECT LLC

Application Approved By:
Signature
Title Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

Application Approved By:
Signature

PROCESSOR INFORMATION

Name
Address
URL
Customer Service (Phone)

ATTACHMENT 8

Town of Canandaigua
2021 Fee Schedule -- DRAFT
 (Effective _____, 2021)

No permit or certificate shall be issued, no approval shall be granted, no application shall be considered complete, no park reservation shall be confirmed, and no public hearing shall be scheduled or held until the fees, as established by the Town Board, have been paid in full. Accepted forms of payment are: cash, check, or credit card (Visa, MasterCard, and Discover).

CABIN / PAVILION / LODGE / HALL RENTALS:

- All lakeside cabins will be rented weekly when reservations are made prior to May 1 (Saturday 3pm to Saturday 10am).
- There is a two-night minimum for lakeside cabin rentals made May 1 through October 31.
- Upland cabins can be rented at any time for a two-night stay during the rental season.
- **Upland Cabins are available April 15 to October 31**
- **Lakeside Cabins are available April 1 to October 31**
- **Onanda Park Parking Fees are in effect Memorial Day Weekend through Labor Day**
- **King Hall is available April 15 to October 31**
- **Gorham Lodge, Crouch Hall, Outhouse Park Hall, West Lake Road Schoolhouse Hall, and all pavilions are available year-round**
- The cost for a multi-day cabin reservation shall not exceed the cost to rent a cabin for one week.
- All rentals must be paid in full within 1 week of the request along with submittal of a signed reservation form.
- To qualify for Town resident rates, a Town resident must make the reservation and be the primary user.
- Cancellations made a minimum of 2 weeks prior to the arrival date will be eligible for a refund minus a \$50 processing fee. There are no refunds for pavilion cancellations.
- Cancellations made a minimum of 2 weeks prior to the arrival date for one or more cabins related to a multiple cabin reservation, will be eligible for a refund minus a \$50 processing fee for each canceled cabin.

Onanda Park Cabins: Weekly Rentals (2 weeks max)	Town Resident	Non-Resident
<u>Upland Cabins:</u> Litahni, Oawensa, Chowat, Gowana, Chule, Kiniks, Adsila	\$175	\$285
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$200	\$360
Abode (3)	\$300	\$485
Hayowentha (12)	\$425	\$660
Onanda Park Cabins: Daily Rentals (3pm to 10am)		
<u>Upland Cabins:</u> Litahni, Oawensa, Chowat, Gowana, Chule Kiniks, Adsila	\$55	\$90
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$70	\$100

Abode (3)	\$75	\$115
Hayowentha (12)	\$100	\$165

	Town Resident	Non-Resident
Onanda Park Cabins: Off-Season Weekly Rates (Lakeside Cabins Only – April 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$150	\$310
Abode (3)	\$175	\$360
Hayowentha (12)	\$375	\$610
Onanda Park Cabins: Off-Season Daily Rates (2 Night Minimum) (Lakeside Cabins Only – April 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$55	\$85
Abode (3)	\$60	\$100
Hayowentha (12)	\$85	\$150
Onanda Park Parking Fees:		
Season Passes	\$35	\$65
Weekday per Vehicle	\$5	\$5
Weekends and Holidays per Vehicle	\$7	\$7
Daily Walk-In per Person (excluding field trips of schools located in Canandaigua)	\$1	\$1
Water Trail (access from water by non-motorized craft)	\$0	\$0
Gorham Lodge		
Overnight Rental (3pm to 10am)	\$320	\$425
Full Day Rental (9am to 9pm)	\$250	\$325
½ Day Rental (9am to 3pm OR 3pm to 9pm)	\$130	\$175

Crouch Hall @ Onanda Park	9am to 9pm	\$150	\$225

King Hall @ Onanda Park	9am to 9pm	\$130	\$200
Pavilions @ Onanda Park (9am – 9pm)	Rotary	\$75	\$110
	Holden	\$55	\$85
	Upland Pavilions (31, 38, or 42)	\$50	\$75
West Lake Road Schoolhouse (9am – 9pm)	Monday Friday	\$25	\$35
	Saturday or Sunday	\$40	\$60
Outhouse Hall	9am to 9pm	\$100	\$150
Outhouse Park Pavilion	9am to 9pm	\$30	\$45
Pierce Park Pavilion #1	9am to 9pm	\$15	\$30
Pierce Park Pavilion #2	9am to 9pm	\$15	\$30
Blue Heron Pavilion	9am to 9pm	\$15	\$30

Credit Card Convenience/Processing Fee	2.75%	2.75%
Cart Fee	15¢	15¢
Book-Your-Site Fee	\$5.00	\$5.00
Facility Alcohol Permit	\$100	\$100
Bench Sponsorship with Engraved Plaque	\$400	\$400
Summer Recreation Programs:		
Outhouse Park Program (Weekly Rate Per Child)	\$25	\$25
Schoolhouse Program (Weekly Session Rate Per Child)	\$10	\$10
Onanda Park Program (Weekly Session Rate Per Child)	\$10	\$10

DEVELOPMENT OFFICE:		
Zoning Board of Appeals:	Area Variance, Use Variance, Interpretation (Per Requested Variance)	\$100
Solar:	Small Scale Solar Residential	\$100
	Large Scale Solar Facility (where permitted)	\$5 per kw
Planning Board:		
Special Use Permit Application, Sketch Plan Application		\$100
Lot Line Adjustments (for each existing and proposed lot)		\$100 per lot
Major Subdivision (5 or more lots) – Preliminary Approval		\$1,000 plus \$100 per lot
Major Subdivision (5 or more lots) – Final Approval		\$1,000 plus \$100 per lot
Minor Subdivision (up to and including 4 lots) – Preliminary Approval		\$250 plus \$50 per lot
Minor Subdivision (up to and including 4 lots) – Final Approval		\$250 plus \$50 per lot
Site Plan / Construction / Building Permits:		
Single-Family (Residential) Dwelling / Manufactured Home (AR1, AR2, R120, R130, RLD, RR3, SCR1)		
Planning Board Site Plan Approval		\$150
Extension of Site Plan Approval		\$100

Construction, expansion or structural alternation, including accessory structures	\$50 plus 20¢ per sq ft (Minimum \$100)
Mechanical improvements	\$50
Annual Short Term Rental Registration	\$100 / Dwelling
Unlisted Permits	\$50
Issuance of Special Use Permit	\$50
Sign Permit	\$150 per sign
Soil Erosion & Sedimentation	\$150
MS4 Acceptance Certificate	\$150
Hot Tub / Pool (Above Ground)	\$100
Hot Tub / Pool (In Ground)	\$150
Hot Tub / Pool Re-Inspection (for each re-inspection)	\$50
Certificate of Compliance (not associated with current building permit)	\$50
Certificate of Pre-Existing Non-Conforming	\$100
Certificate of Non-Conformity	\$100
Open Building Permit Extension	\$100
Release of Stop Work Order	\$100
Park & Recreation (Per Dwelling Unit)	\$1,000 per unit
Consultant Fees	See Town Code Chapter 11

Multiple Family Dwelling (MR, MR281, MH)	
Site Plans – Preliminary Approval	\$250 plus \$50 per dwelling unit
Site Plans – Final Approval	\$250 plus \$50 per dwelling unit
Extension of Site Plan Approval	\$100
New Construction, expansion or structural alternations	\$500 plus 30¢ per sq ft
Mechanical improvements	\$200
Unlisted Permit	\$100
Issuance of Special Use Permit	\$50
Sign Permit	\$150 per sign
Soil Erosion & Sedimentation	\$150
MS4 Acceptance Certificate	\$150
Hot Tub / Pool (Above Ground)	\$100
Hot Tub / Pool (In Ground)	\$150
Hot Tub / Pool Re-Inspection (for each re-inspection)	\$50
Open Building Permit Extension	\$100
Certificate of Compliance (not associated with current building permit)	\$50
Certificate of Pre-Existing Non-Conforming	\$100
Certificate of Non-Conformity	\$100
Release of Stop Work Order	\$100

Park & Recreation (Per Dwelling Unit)	\$1,000 per unit
Consultant Fees	See Town Code Chapter 11
Commercial and Industrial (CC, NC, I, LI, RB1)	
Site Plan Approval – Preliminary	\$250
Site Plan Approval – Final	\$250
Extension of Site Plan Approval	\$100
New Construction, expansion or structural alterations	\$500 plus 30¢ per sq ft
Mechanical improvements	\$500
Interior Renovation / Modification	\$500
Issuance of Special Use Permit	\$50
Soil Erosion and Sedimentation	\$150
MS4 Acceptance Certificate	\$150
Sign Permit	\$250 per sign
Sign Permit – Tenant Identification Sign	\$150 per sign
Fire Safety Re-Inspection	\$100
Unlisted Permits	\$100
Certificate of Compliance (not associated with current building permit)	\$50
Certificate of Pre-Existing Non-Conforming	\$100
Certificate of Non-Conformity	\$100
Open Building Permit Extension	\$100

Release of Stop Work Order	\$100
Park & Recreation Fee	\$1,000 per building
Consultant Fees	See Town Code Chapter 11

¹Categories are defined by the occupancy classifications described in the NYS Uniform Fire Prevention and Building Code. Floor or ground area shall be based on the outside dimensions; living area to include breezeway, mud-room, enclosed porch, attached garage, attic and living area in the basement. This calculation shall apply to both new and/or renovated space.

²See Zoning and/or Code Enforcement Officer for Permit Requirements.

³ “Structural Alteration” includes windows, doors, and load bearing modifications.

⁴ “Mechanical Improvements” include HVAC, electrical, heating and roofs.

WATER DEPARTMENT		
Meters for Canandaigua Consolidated & Bristol Water Districts Only: (The pricing includes tapping of the water main, bronze saddle, corporation stop, curb box valve, curb box, valve box, SS rod, water meter, ERT, and right angle meter valve and inspection of trench)		
	¾"	\$850
	1"	\$925
	1.5"	\$1,757
	2"	\$2,222
	Water meter larger than 2"	Contact Water Superintendent
	¾ inch water meter, ERT, right angle meter valve and inspection	\$550
	1 inch water meter, ERT, right angle meter valve and inspection	\$600
Meter pits are required when the location of the structure is farther than 500 feet from the road.		
	¾" meter pit	\$550
	1" meter pit	\$790
Replacement Cost of Water Meter Materials:		
	Electronic reading device (ERT)	\$260
	¾" water meter replacement	\$90
	1" water meter replacement	\$190
	1 ½" water meter replacement	\$725
	2" water meter replacement	\$960

Directional Drilling Under A Road: Pipe	Up to 2"	\$1,200
	2" and larger	Contact Water Superintendent
Testing water meter for accuracy		\$50

Hydrant Meter Rental (Includes a water meter and back flow device that will be connected to the hydrant by the Water Department. A \$500 deposit is required. When equipment is returned in working condition, deposit will be refunded). Hydrant meter rentals will be invoiced monthly.	\$50 rental fee/month plus \$4.35 per 1,000 gallons
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Water Charge to Town of East Bloomfield	\$2.62 per 1,000 gallons
Water Charge to the Town of Hopewell, Town of Farmington, and Town of Gorham	\$1.93 per 1,000 gallons

Canandaigua Consolidated District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$4.23 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
¾"	0 – 6,000	\$26.10	\$4.35
1"	0 – 10,000	\$43.50	
1 ½"	0 – 16,000	\$69.60	
2"	0 – 30,000	\$130.50	
3"	0 – 50,000	\$217.50	
4"	0 - 80,000	\$348.00	
6"	0 – 160,000	\$696.00	
8" – 12"	0 – 200,000	\$870.00	

Bristol Water District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$4.64 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
¾"	0 – 6,000	\$28.56	\$4.76
1"	0 – 10,000	\$47.60	
1 ½"	0 – 16,000	\$76.16	
2"	0 – 30,000	\$142.80	
3"	0 – 50,000	\$238.00	
4"	0 - 80,000	\$380.80	
6"	0 – 160,000	\$761.60	
8" – 12"	0 – 200,000	\$952.00	

Fee Schedule for Town of Canandaigua Water Department to Repair the Water System:		
<p>The purpose of this section is for the setting of fees associated with the Town of Canandaigua Water Department to repair any damage that may occur to the water system by an outside agency. Some examples, including but not limited to, are damage to the water main, water service, curb stop, or meter pit or any other water infrastructure that is in the right of way. The Water Department does not maintain any water infrastructure after the curb stop. The need for repair and the type of repair are at the sole discretion of the Town of Canandaigua Water Superintendent. Additional materials fees may apply. The responsible party will be invoiced according to the following:</p>		
Employees:		
	Labor per man hour, straight time	\$ 45.00
	Labor per man hour, on overtime	\$ 67.50
	Administrative cost, per hour	\$ 80.00
Heavy Equipment:		
	Excavator 20 ton, per hour	\$ 150.00
	Mini excavator, per hour	\$ 85.00
	Dump truck, per hour	\$ 85.00
	Water loss, calculated by the Water Superintendent	\$ 5.50 per 1,000 gallons

TRANSFER STATION

Transfer Station Coupons: (Coupons, \$2 each, can be purchased at the Town Clerk's office or at the Transfer Station. The machine at the Transfer Station only accepts 1's, 10's and 20's.)	# of Coupons Required
Furniture:	
Stuffed Chair	2
Couch, Love Seat, Sectional (EACH section)	3
Kitchen Chair, Stool, Office Chair, or Patio Chair	1
Coffee/Side Table, Small Shelf	1
Kitchen Table, Desk, Small Dresser, or Book Case	2
Large Dining Table (w/ leaves), Over-Sized Desk, or Large Dresser	3
Mattress (Twin Size)	2
Mattress (Full or Larger Size)	3
Box Spring (Twin Size)	2
Box Spring (Full or Larger Size)	3
Construction & Demolition Debris:	
9' x 12' Carpet	3
9' x 12' Carpet Padding	2
Bath Tub	2
Toilet, Vanity, or Sink	2
30 Gallon Bag or Garbage Can (unit of measure)	1
55 Gallon Barrel (unit of measure)	2
Wood, Drywall, Vinyl Siding: ½ Bed Pick-Up Load	7
Wood, Drywall, Vinyl Siding: Full Bed Pick-Up Load*	14
Shingles or Tile: ½ Bed Pick-Up Load	9
Shingles or Tile: Full Bed Pick-Up Load*	18
*Additional fees will apply for trailer or oversized truck loads	
Electronics:	
CRT Monitor – 18" or Smaller	7
CRT Monitor 19" – 26"	9
CRT Monitor 27" and Larger	22
Any Wood Console / Projection / Oversized Units	25
Flat Panel TV up to 26"	4
Flat Panel TV 27" and up	9
Transfer Station Permit Placard (2 Year)	Free

TOWN BOARD	
Petition to Amend Official Zoning Map (Mixed Use Overlay Districts)	\$50
Formal Rezoning Process	\$500

TOWN CLERK OFFICE	
Dog Licenses:	
	Spayed / Neutered
	Unspayed / Unneutered
	Replacement Tag
	Late Fee (if not paid within 30 days of first renewal notice)
Marriage License (Includes Certificate of Marriage Registration):	
	Active Military
	Non-Military
Certified Transcript of Marriage (per transcript)	
Birth Certificate (per certificate)	
Death Certificate (per certificate)	
Genealogy Search	
Hunting / Fishing Licenses	
FOIL:	8 ½" 11" / 8 ½" x 14" / 8 ½" x 17"
	Documents in any Disc Format (CD, DVD, etc.)
	Flash Drive
	Map Charges (larger than 11" x 17")
Games of Chance	
Returned Check Fee	
Burial Fees at Academy Cemetery:	Adult Casket
	Cremation
	Infant
Copies	8 ½" 11" or 8 ½" x 14" or 11" x 17"
Peddler & Soliciting Permit	

History:

Adopted by the Town Board of the Town of Canandaigua 6/6/77. Amended in its entirety by resolution on 11/7/83, 6/11/90, and 5/8/95 except for those fees listed separate under local law. Further amended 4/3/07, 12/18/07, 3/3/09, 4/21/09; 12/15/10; 1/3/11; 2/13/12, 1/28/13, 1/6/14, 4/28/14, 1/5/15, 12/21/15, 5/16/16, 7/18/16, 9/19/16, 1/9/2017, 4/17/17, 5/15/17, 1/8/18, 5/21/18, 8/20/18; 1/7/19, 2/11/2019, 3/18/19, 7/1/19, 8/19/19, 1/6/2020, 3/16/20 and December 21, 2020.

ATTACHMENT 9



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Telephone: Email:

Customer Information				
Customer Name (Exact Legal Name):			Main Tel. No.:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Tel.No.:		E-mail:	
Authorized Contact Name:	Tel.No.:		E-mail:	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: _____

By: _____

Name (printed): _____

Title: _____

Date: _____

ATTACHMENT 10

INACTIVE ACCOUNT 10001963-0

[Go To Current Account](#)[Return To List](#)

Valerie Pitka

3322 Dandelion Trl.
Canandaigua, NY 14424



Municipality: WD-247 Cdga Cons. Water
Account Start Date: 08/30/2011

Tax ID: 83.10-1-174.000
Home Phone:

Active Alerts

- ACH Customer

All Accounts

[Edit Account Billing Groups](#)

General Information

[Edit](#)

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Billing Group

Transactions

[View More](#)

Date	Type	Due Date	Total	Balance
04/08/2021	Adjust Adjust	04/30/2021	<u>-60.90</u>	-26.10
04/01/2021	Bill	04/30/2021	<u>34.80</u>	34.80
01/20/2021	Pay		<u>-26.10</u>	0.00
01/01/2021	Bill	01/31/2021	<u>26.10</u>	26.10
10/16/2020	Pay		<u>-52.20</u>	0.00

ATTACHMENT 11

BRONZE	# enrolled	21-22 Monthly Premium	5%	20-21 Monthly Premium	Monthly Increase	10%	Employee Monthly Cost	Town Monthly Cost	Total Monthly Cost	Town yearly cost
Single	5	\$ 412.70	\$ 20.64	\$ 388.59	\$ 24.11	\$ 2.41	\$ 23.05	\$ 389.65	\$ 1,948.27	\$ 23,379.24
S&S	7	\$ 825.40	\$ 41.27	\$ 777.18	\$ 48.22	\$ 4.82	\$ 46.09	\$ 779.31	\$ 5,455.16	\$ 65,461.87
S&C	2	\$ 701.59	\$ 35.08	\$ 660.60	\$ 40.99	\$ 4.10	\$ 39.18	\$ 662.41	\$ 1,324.82	\$ 15,897.88
Family	4	\$ 1,176.20	\$ 58.81	\$ 1,107.48	\$ 68.72	\$ 6.87	\$ 65.68	\$ 1,110.52	\$ 4,442.07	\$ 53,304.86
										\$ 158,043.85

HSA/HRA	TOTAL
\$ 2,500.00	\$ 12,500.00
\$ 5,000.00	\$ 35,000.00
\$ 5,000.00	\$ 10,000.00
\$ 5,000.00	\$ 20,000.00
	\$ 77,500.00

SILVER	# enrolled	21-22 Monthly Premium	10%	20-21 Monthly Premium	Monthly Increase	10%	Employee Monthly Cost	Town Monthly Cost	Annual	Total Monthly Cost	Town yearly cost
Single	1	\$ 531.76	\$ 53.18	\$ 508.10	\$ 23.66	\$ 2.37	\$ 55.54	\$ 476.22	\$ 5,714.62	\$ 476.22	\$ 5,714.62
S&S	1	\$ 1,063.52	\$ 106.35	\$ 1,016.20	\$ 47.32	\$ 4.73	\$ 111.08	\$ 952.44	\$ 11,429.23	\$ 952.44	\$ 11,429.23
S&C	0	\$ 903.99	\$ 90.40	\$ 863.77	\$ 40.22	\$ 4.02	\$ 94.42	\$ 809.57	\$ 9,714.83	\$ -	\$ -
Family	5	\$ 1,515.52	\$ 151.55	\$ 1,448.09	\$ 67.43	\$ 6.74	\$ 158.30	\$ 1,357.23	\$ 16,286.70	\$ 6,786.13	\$ 81,433.50
										\$ 98,577.35	

HSA/HRA	TOTAL
\$ 1,500.00	\$ 1,500.00
\$ 3,000.00	\$ 3,000.00
\$ 3,000.00	\$ -
\$ 3,000.00	\$ 15,000.00
	\$ 19,500.00

GOLD	# enrolled	21-22 Monthly Premium	21-22 Yearly Premium	Town Yearly Contribution to Premium (equal to Silver2)	Employee Yearly Contribution	Monthly Employee Contribution	Employee biweekly	Town yearly cost
Single	0	\$ 624.08	\$ 7,488.96	\$ 5,714.62	\$ 1,774.34	\$ 147.86	\$ 68.24	\$ -
S&S	1	\$ 1,248.16	\$ 14,977.92	\$ 11,429.23	\$ 3,548.69	\$ 295.72	\$ 136.49	\$ 11,429.23
S&C	0	\$ 1,060.94	\$ 12,731.28	\$ 9,714.83	\$ 3,016.45	\$ 251.37	\$ 116.02	\$ -
Family	3	\$ 1,778.63	\$ 21,343.56	\$ 16,286.70	\$ 5,056.86	\$ 421.41	\$ 194.49	\$ 48,860.10
								\$ 60,289.33

HRA	TOTAL
\$ 1,100.00	\$ -
\$ 2,200.00	\$ 2,200.00
\$ 2,200.00	\$ -
\$ 2,200.00	\$ 6,600.00
	\$ 8,800.00

2021 Adopted Budget	Medical	HSA	Buy Out
General	\$ 176,737.00	\$ 44,010.00	\$ 4,000.00
Water	\$ 25,000.00	\$ 7,000.00	\$ 2,000.00
Highway	\$ 151,961.00	\$ 43,360.00	\$ 4,000.00
TOTAL:	\$ 353,698.00	\$ 94,370.00	\$ 10,000.00
Jan-Jun (20-21 Rates)	\$ 154,632.95	\$ 47,265.00	
Jul-Dec (21-22 Rates)	\$ 158,455.27	\$ 52,900.00	\$ 6,000.00
TOTAL:	\$ 313,088.22	\$ 100,165.00	\$ 6,000.00
Against budget:	\$ 40,609.78	\$ (5,795.00)	\$ 4,000.00

Premium Total	\$ 316,910.53
HSA/HRA Total	\$ 105,800.00
Medical Buyout (3)	\$ 6,000.00

TOTAL \$ 428,710.53

\$ 105,800.00

BRONZE	New Employee per pay period (26 weeks)	Employee Cost Difference V. LY (27 weeks)	Town yearly cost per plan
Single	\$ 10.64	\$ 1.10	\$ 7,175.85
S&S	\$ 21.27	\$ 2.19	\$ 14,351.70
S&C	\$ 18.08	\$ 1.86	\$ 12,948.94
Family	\$ 30.31	\$ 3.12	\$ 18,326.22
SILVER	New Employee per pay period (26 weeks)	Employee Cost Difference V. LY (27 weeks)	Town yearly cost per plan
Single	\$ 25.63	\$ 2.23	\$ 7,214.62
S&S	\$ 51.27	\$ 4.46	\$ 14,429.23
S&C	\$ 43.58	\$ 3.79	\$ 12,714.83
Family	\$ 73.06	\$ 6.36	\$ 19,286.70
GOLD	New Employee per pay period (26 weeks)	Employee Cost Difference V. LY (27 weeks)	Town yearly cost per plan
Single	\$ 68.24	\$ (2.65)	\$ 6,814.62
S&S	\$ 136.49	\$ (5.30)	\$ 13,629.23
S&C	\$ 116.02	\$ (0.39)	\$ 11,914.83
Family	\$ 194.49	\$ (19.20)	\$ 18,486.70



Version Updated: 03/05/2021

Rating Region: Rochester

SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18		
Plan Overview				
Plan ID	78124NY0990265-00	78124NY0990265-00 (SVE1)		
Plan Name	SimplyBlue Plus Gold 18	SimplyBlue Plus Gold 18		
Aggregation Design	Individual Aggregation	Individual Aggregation		
Plan Highlights	A deductible is applied to select covered medical benefits, prescription drugs are not subject to the deductible. Preventive services are covered in full, includes ExerciseRewards.		A deductible is applied to select covered medical benefits, prescription drugs are not subject to the deductible. Preventive services are covered in full, includes ExerciseRewards.	
Plan Type	Hybrid	Hybrid		
HSA Eligible	No	No		
Quote Effective	07/01/2020 - 09/30/2020	07/01/2021 - 09/30/2021		
Rate (\$)	Small Group		Small Group	
Single	\$645.79	\$624.08		
Subscriber & Spouse	\$1,291.58	\$1,248.16		
Subscriber & Child(ren)	\$1,097.84	\$1,060.94		
Family	\$1,840.50	\$1,778.63		
Plan features				
Primary Care Physician (PCP)	Not Required	Not Required		
Referrals	Not Required	Not Required		
Out of network benefits	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible		
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	Coverage provided worldwide through our BlueCard® Network		
Student/Dependent coverage	Qualified dependents are covered to age 26	Qualified dependents are covered to age 26		
Domestic partner	Covered	Covered		
Wellness Incentives	ExerciseRewards® receive \$600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct®,c.	ExerciseRewards® receive up to \$600 in rewards a year by visiting a qualified fitness facility and save on Gym memberships with Active&Fit Direct™.		
Plan cost-sharing highlights				
Plan cost-sharing highlights	In-Network	Out-of-Network	In-Network	Out-of-Network

	SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
Primary Care Office Visit	\$30 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Specialist Office Visit	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Coinsurance	Covered at 80%	Covered at 60%	Covered at 80%	Covered at 60%
Deductible	In-Network: \$1,000 Individual / \$2,000 Family	Out-of-Network: \$1,000 Individual / \$2,000 Family	In-Network: \$1,100 Individual / \$2,200 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family
Out of pocket maximum	In-Network: \$6,200 Individual / \$12,400 Family	Out-of-Network: \$6,200 Individual / \$12,400 Family	In-Network: \$8,250 Individual / \$16,500 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None	None
Plan Benefits				
Preventive Healthcare Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Mammography	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Pap smear	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 60%, subject to the deductible	Preventive screenings covered in full	Covered at 60%, subject to the deductible
+Family Planning Services	Covered in full	Covered at 60%, subject to the deductible	Covered in full	Covered at 60%, subject to the deductible
Physician Office Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic office visits	\$30 PCP copay; \$50 Specialist copay per visit	Covered at 60%, subject to the deductible	\$40 PCP copay; \$60 Specialist copay per visit	Covered at 60%, subject to the deductible
Telemedicine and Telehealth Services	\$30 PCP copay; \$50 Specialist copay per visit. MDLive Provider: \$10 copay per visit	Covered at 60%, subject to the deductible	Covered in Full	Covered at 60%, subject to the deductible
Diagnostic x-rays	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Advanced Imaging Services	\$100 copay per visit	Covered at 60%, subject to the deductible	\$100 copay per visit	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	\$30 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Allergy tests	\$30 PCP copay; \$50 Specialist copay per visit	Covered at 60%, subject to the deductible	\$40 PCP copay; \$60 Specialist copay per visit	Covered at 60%, subject to the deductible
Allergy injections	\$30 PCP copay; \$50 Specialist copay per visit	Covered at 60%, subject to the deductible	\$40 PCP copay; \$60 Specialist copay per visit	Covered at 60%, subject to the deductible
Chemotherapy	\$30 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Radiation therapy	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Maternity Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible

	SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
Newborn nursery care	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Prescription Drug	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Coverage	\$5/\$45/\$90	Not Covered	\$10/\$45/\$90	Not Covered
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital benefits	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient physical rehabilitation	Covered at 80% per 60 day stay per admission per contract year, subject to the deductible	Covered at 60% per 60 day stay per admission per contract year, subject to the deductible	Covered at 80% per 60 day stay per admission per contract year, subject to the deductible	Covered at 60% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Anesthesia	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency room care	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit
Freestanding urgent care center	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Ambulance	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic x-rays	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Advanced Imaging Services	\$100 copay per visit	Covered at 60%, subject to the deductible	\$100 copay per visit	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	\$30 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Surgical Care Facility Fee	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	\$30 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Radiation Therapy	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient mental health care	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient mental health care	\$30 copay per visit	Covered at 60%, subject to the deductible	3 visits covered in full. Next visits covered at \$40 copay per visit	Covered at 60%, subject to the deductible
Inpatient substance use	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient substance use	\$30 copay per visit	Covered at 60%, subject to the deductible	3 visits covered in full. Next visits covered at \$40 copay per visit	Covered at 60%, subject to the deductible
Other Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diabetic drugs, insulin, and supplies	\$30 copay per 30 day supply	Covered at 60%, subject to the deductible	\$40 copay per 30 day supply	Covered at 60%, subject to the deductible

	SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
Skilled nursing facility	Covered at 80% per admission for 200 days per year, subject to the deductible	Covered at 60% per admission for 200 days per year, subject to the deductible	Covered at 80% per admission for 200 days per year, subject to the deductible	Covered at 60% per admission for 200 days per year, subject to the deductible
Home care	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 60% for up to 40 visits per year, subject to the deductible	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 60% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 80% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible	Covered at 80% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible
Outpatient therapy	\$50 for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	\$60 for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
Chiropractic	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Acupuncture	Not Covered	Not Covered	\$60 copay per visit	Covered at 60%, subject to the deductible
Hearing Aids	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Routine Vision Exam	\$50 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible	\$60 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	\$50 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year
Pediatric Routine Vision Exam	\$50 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible	\$60 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive covered at 100%. Routine covered at 80%, subject to the deductible	Preventive covered at 100%, subject to balance billing. Routine covered at 80%, subject to the deductible and balance billing	Preventive covered at 100%. Routine covered at 80%, subject to the deductible	Preventive covered at 100%, subject to balance billing. Routine covered at 80%, subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.



Version Updated: 03/05/2021

Rating Region: Rochester

SimplyBlue Plus Silver 2		SimplyBlue Plus Silver 2		
Plan Overview				
Plan ID	78124NY1000057-00	78124NY1000057-00 (SUE1)		
Plan Name	SimplyBlue Plus Silver 2	SimplyBlue Plus Silver 2		
Aggregation Design	Family Aggregation	Family Aggregation		
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards.		A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards.	
Plan Type	Deductible HSA		Deductible HSA	
HSA Eligible	Yes		Yes	
Quote Effective	07/01/2020 - 09/30/2020		07/01/2021 - 09/30/2021	
Rate (\$)	Small Group		Small Group	
Single	\$508.10		\$531.76	
Subscriber & Spouse	\$1,016.20		\$1,063.52	
Subscriber & Child(ren)	\$863.77		\$903.99	
Family	\$1,448.09		\$1,515.52	
Plan features				
Primary Care Physician (PCP)	Not Required		Not Required	
Referrals	Not Required		Not Required	
Out of network benefits	Covered at 50%, subject to the deductible		Covered at 60%, subject to the deductible	
Out of area benefits	Coverage provided worldwide through our BlueCard [®] Network		Coverage provided worldwide through our BlueCard [®] Network	
Student/Dependent coverage	Qualified dependents are covered to age 26		Qualified dependents are covered to age 26	
Domestic partner	Covered		Covered	
Wellness Incentives	ExerciseRewards [®] receive \$600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct [™] .		ExerciseRewards [®] receive up to \$600 in rewards a year by visiting a qualified fitness facility and save on Gym memberships with Active&Fit Direct [™] .	
Plan cost-sharing highlights				
Plan cost-sharing highlights	In-Network	Out-of-Network	In-Network	Out-of-Network

	SimplyBlue Plus Silver 2		SimplyBlue Plus Silver 2	
Primary Care Office Visit	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Specialist Office Visit	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Coinsurance	Covered at 75%	Covered at 50%	Covered at 80%	Covered at 60%
Deductible	In-Network: \$2,250 Individual / \$4,500 Family	Out-of-Network: \$2,250 Individual / \$4,500 Family	In-Network: \$2,600 Individual / \$5,200 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family
Out of pocket maximum	In-Network: \$6,750 Individual / \$13,500 Family	Out-of-Network: \$6,750 Individual / \$13,500 Family	In-Network: \$7,000 Individual / \$14,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None	None
Plan Benefits				
Preventive Healthcare Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Mammography	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Pap smear	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 50%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 50%, subject to the deductible	Preventive screenings covered in full	Covered at 60%, subject to the deductible
+Family Planning Services	Covered in full	Covered at 50%, subject to the deductible	Covered in full	Covered at 60%, subject to the deductible
Physician Office Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic office visits	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Telemedicine and Telehealth Services	Covered at 75%, subject to the deductible. MDLive Provider: Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered in full, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic x-rays	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Allergy tests	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Allergy injections	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Radiation therapy	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Maternity Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 50%, subject to the deductible	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible

	SimplyBlue Plus Silver 2		SimplyBlue Plus Silver 2	
Newborn nursery care	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Prescription Drug	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Coverage	\$5/\$45/\$90, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered	\$5/\$45/\$90, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital benefits	Covered at 75% per admission for unlimited days, subject to the deductible	Covered at 50% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient physical rehabilitation	Covered at 75% per 60 day stay per admission per contract year, subject to the deductible	Covered at 50% per 60 day stay per admission per contract year, subject to the deductible	Covered at 80% per 60 day stay per admission per contract year, subject to the deductible	Covered at 60% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Anesthesia	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency room care	Covered at 75%, subject to the deductible	Covered at 75%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible
Freestanding urgent care center	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Ambulance	Covered at 75%, subject to the deductible	Covered at 75%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic x-rays	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Surgical Care Facility Fee	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Radiation Therapy	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient mental health care	Covered at 75% per admission for unlimited days, subject to the deductible	Covered at 50% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient mental health care	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient substance use	Covered at 75% per admission for unlimited days, subject to the deductible	Covered at 50% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient substance use	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Other Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diabetic drugs, insulin, and supplies	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible

	SimplyBlue Plus Silver 2		SimplyBlue Plus Silver 2	
Skilled nursing facility	Covered at 75% per admission for 200 days per year, subject to the deductible	Covered at 50% per admission for 200 days per year, subject to the deductible	Covered at 80% per admission for 200 days per year, subject to the deductible	Covered at 60% per admission for 200 days per year, subject to the deductible
Home care	Covered at 75% for up to 40 visits per year, subject to the deductible	Covered at 50% for up to 40 visits per year, subject to the deductible	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 60% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 75% for up to 210 visits per year, subject to the deductible	Covered at 50% for up to 210 visits per year, subject to the deductible	Covered at 80% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible
Outpatient therapy	Covered at 75%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 50%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 80%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
Chiropractic	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Acupuncture	Not Covered	Not Covered	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Hearing Aids	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Routine Vision Exam	Covered at 75% for one routine exam every year, subject to the deductible	Covered at 50% for one routine exam every year, subject to the deductible	Covered at 80% for one routine exam every year, subject to the deductible	Covered at 60% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	Covered at 75%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year
Pediatric Routine Vision Exam	Covered at 75% for one routine exam every year, subject to the deductible	Covered at 50% for one routine exam every year, subject to the deductible	Covered at 80% for one routine exam every year, subject to the deductible	Covered at 60% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible and balance billing	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 75% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 50% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. *Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.



Version Updated: 03/05/2021

Rating Region: Rochester

	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4		
Plan Overview				
Plan ID	78124NY1000169-00	78124NY1000169-00 (SUH3)		
Plan Name	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4		
Aggregation Design	Family Aggregation	Family Aggregation		
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards.	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards.		
Plan Type	Deductible HSA	Deductible HSA		
HSA Eligible	Yes	Yes		
Quote Effective	07/01/2020 - 09/30/2020	07/01/2021 - 09/30/2021		
Rate (\$)	Small Group	Small Group		
Single	\$388.59	\$412.70		
Subscriber & Spouse	\$777.18	\$825.40		
Subscriber & Child(ren)	\$660.60	\$701.59		
Family	\$1,107.48	\$1,176.20		
Plan features				
Primary Care Physician (PCP)	Not Required	Not Required		
Referrals	Not Required	Not Required		
Out of network benefits	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible		
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	Coverage provided worldwide through our BlueCard® Network		
Student/Dependent coverage	Qualified dependents are covered to age 26	Qualified dependents are covered to age 26		
Domestic partner	Covered	Covered		
Wellness Incentives	ExerciseRewards® receive \$600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct®,c.	ExerciseRewards® receive up to \$600 in rewards a year by visiting a qualified fitness facility and save on Gym memberships with Active&Fit Direct™.		
Plan cost-sharing highlights				
Plan cost-sharing highlights	In-Network	Out-of-Network	In-Network	Out-of-Network

	SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Primary Care Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Specialist Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Coinsurance	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Deductible	In-Network: \$6,750 Individual / \$13,500 Family	Out-of-Network: \$7,500 Individual / \$15,000 Family	In-Network: \$7,000 Individual / \$14,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family
Out of pocket maximum	In-Network: \$6,750 Individual / \$13,500 Family	Out-of-Network: \$7,500 Individual / \$15,000 Family	In-Network: \$7,000 Individual / \$14,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None	None
Plan Benefits				
Preventive Healthcare Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Mammography	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Pap smear	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 100%, subject to the deductible	Preventive screenings covered in full	Covered at 100%, subject to the deductible
+Family Planning Services	Covered in full	Covered at 100%, subject to the deductible	Covered in full	Covered at 100%, subject to the deductible
Physician Office Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic office visits	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Telemedicine and Telehealth Services	Covered at 100%, subject to the deductible. MDLive Provider: Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered in full, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic x-rays	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Advanced Imaging Services	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Allergy tests	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Allergy injections	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chemotherapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Radiation therapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Maternity Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 100%, subject to the deductible	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 100%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible

	SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Newborn nursery care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Prescription Drug	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Coverage	Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered	Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital benefits	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient physical rehabilitation	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Anesthesia	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency room care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Freestanding urgent care center	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Ambulance	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic x-rays	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Advanced Imaging Services	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Surgical Care Facility Fee	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chemotherapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Radiation Therapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient mental health care	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Outpatient mental health care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient substance use	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Outpatient substance use	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Other Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diabetic drugs, insulin, and	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible

	SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
supplies				
Skilled nursing facility	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible
Home care	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible
Outpatient therapy	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
External prosthetics	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chiropractic	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Acupuncture	Not Covered	Not Covered	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Hearing Aids	Covered at 100% , subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years	Covered at 100% , subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Routine Vision Exam	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year
Pediatric Routine Vision Exam	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible and balance billing	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible and balance billing	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.



165 Court Street
Rochester, NY 14647
585 273-7100
Fax 585 427-0691

www.lifetimebenefitsolutions.com

April 8, 2020

Samantha Pierce
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

Dear Samantha Pierce:

It's time to start planning for the upcoming FSA/HRA/QTB plan renewal period. Listed below are the renewal key items, with associated timeframes and deadlines.

July 1, 2020: The renewal date of your new Plan year. Enrollment Kits and Enrollment Forms are available online at www.lifetimebenefitsolutions.com. However, if you need a printed supply, please contact us and allow 10 business days for delivery of printed kits.

May 1, 2020: Please complete and return the attached **Employer Renewal Form** to our office by this date. Please be sure to indicate any changes to the pre-populated information by writing directly on the form. Please note that plan changes may require an amendment of your plan document(s) which may result in amendment fees.

Lastly, we need a payroll calendar that identifies actual pay dates for the new plan year. If you have multiple payroll cycles, please be sure to include a calendar for each cycle.

June 1, 2020: All participant enrollment data must be received in our office by this date. Lifetime Benefit Solutions can accept data using one of three different methods. Please refer to the enclosed document for more information regarding our enrollment options.

Renewal materials are very time sensitive. Please note that if we do not receive the Employer Renewal Form and the participant enrollment data by the deadlines stated above, your new Plan year set up may not be finalized by the renewal date. This could lead to a delay in debit card issuance and/or claims processing.

As long as all enrollment data is received by the above deadline, new Plan year claims administration can begin as of the effective date. In addition, the following items will be completed prior to the Plan's effective date:

- Health Spending Debit Card (if applicable): New participant Health Spending Debit Cards will be issued as required and existing card balances will include the new Plan year's election.
- Claims Exchange (if applicable): Claims exchange will be set up for new participants.
- Enrollment Report: This report summarizes your Plan's enrollment data and is available on our Employer website. Please be sure to verify this report against the information in your payroll system.

Please contact your Lifetime Benefit Solutions Administrator, Jamie Shuler, at 585-273-7128 with any questions.

Sincerely,

Lifetime Benefit Solutions

Reimbursement Account Administration Department



Employer Renewal Form FSA, HRA, QTB



Guarantee a successful Open Enrollment season by planning ahead!

Administrative delays may occur if enrollment data is received less than 45 days prior to your Plan's renewal date.

Select from one of three enrollment methods. For more information on each enrollment method, please visit <https://www.lifetimebenefitsolutions.com/employers/plan-sponsors/>. Enrollment kits and forms are also found on this site.

Employer Online Enrollment

This is the recommended option. Employer online enrollment works for Plans of all sizes. Employers log into the Employer website, and then follow easy-to-use screens to add new participants, confirm/update address information and enter annual elections for each benefit offered.

Contact your Lifetime Benefit Solutions Administrator to receive Step-by-Step guides for verifying and updating existing participants and adding new participants. In addition, please let your Administrator know when you have completed the enrollment input.

Data File/Spreadsheet Enrollment

The layout requirements for this option are located at <https://www.lifetimebenefitsolutions.com/employers/plan-sponsors/>.

Information may be sent either in a series of tab delimited files or an Excel spreadsheet. This option is designed to meet the needs of

- Employers with a strong I.T. resource who can export data from HR/Payroll systems
- Employers who prefer to enter their enrollment data directly into a spreadsheet from Enrollment Forms and bypass our data entry department completely

Dependents must be provided for HRA plans. All dependents whose expenses are eligible under the medical plan and the HRA plan must be provided via data file. You may be able to receive a list of covered dependent from your medical insurance carrier. If there are any changes to the plan's dependent coverage for the new plan year you must inform your Administrator in writing.

Please note that the layout requirements must be met exactly. Processing delays and additional charges may apply if the file is not in the standard format. ***Please notify your Administrator when the file is sent.***

Paper Enrollment Forms

Use Lifetime Benefit Solutions' Enrollment Forms and Enrollment Kits which can be found at the bottom of the screen at <https://www.lifetimebenefitsolutions.com/employers/plan-sponsors/>. Review all forms for completion and legibility. This option is not available for HRA Plans.

Please send forms via mail or email to Lifetime Benefit Solutions, Attn: FSA Dept., 165 Court Street, Rochester, NY 14647.

Thank you for your continued business. If you have any questions, please call your Administrator to discuss the specifics of your Plan.



Employer Renewal Form FSA, HRA, QTB

Plan Information

Employer Name: **Town of Canandaigua**

Please notify your Lifetime Benefit Solutions Administrator immediately of any employer address or contact information changes.

Plan Year Effective Date: **07/01/2020**

Total Number of Benefit Eligible Employees: 34

Current Number of Participants: **12**

Projected Number of Participants in New Plan Year: 8

Broker Name (if applicable): Matson and Kellogg

Broker Email Address (if applicable): kristine.kellogg@mkbenefitsgroup.com

By providing broker information above, it authorizes Lifetime Benefit Solutions to speak to the broker regarding the account.

Participant Enrollment Data – Please select one option to indicate how enrollment data will be provided to Lifetime Benefit Solutions

- Employer Online Enrollment – Employer enters enrollment data using the Employer website.
Data will be input on or before ____/____/____
- Data File/Spreadsheet Enrollment – A file will be sent to Lifetime Benefit Solutions
File will be received on or before ____/____/____
- Paper Enrollment Forms will be sent to Lifetime Benefit Solutions
Forms will be received on or before 6 / 19 / 2020

Remember: Enrollment information must be received at least 45 days prior to the renewal date to ensure timely new Plan year setup. Please notify your participants of possible administrative delays if your data will be late.

Payroll Calendars: Please attach a listing of actual pay dates for each payroll cycle or provide all payroll dates below.

Lifetime Benefit Solutions will apply payroll deductions based on the information provided.

7/1/2020	10/21/2020	2/10/2020	6/22/020
7/15/2020	11/4/2020	2/24/2020	6/16/2020
7/29/2020	11/18/2020	3/10/2020	6/30/2020
8/12/2020	12/2/2020	3/24/2020	
8/26/2020	12/16/2020	4/7/2020	
9/9/2020	12/30/2020	4/21/2020	
9/23/2020	1/13/2020	5/5/2020	
10/7/2020	1/27/2020	5/19/2020	



Employer Renewal Form FSA, HRA, QTB

Existing Plan Account Options

Plan uses Debit Card (Yes/No) **Yes**

Plan uses Claims Exchange/ACT (Yes/No) **No**

Benefit Type	Run-out days Active/Term	Annual Min/Max	Grace Period (# of Days)	Rollover to Next Plan Year	Employer Contribution YES or NO?/ Amount
Dependent Care FSA	/	\$/ \$, Days	N/A	/\$ _____
Medical Health FSA	/	\$/ \$, Days	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	/\$ _____
Limited Purpose FSA	/	\$/ \$, Days	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	/\$ _____
Parking	/	\$/ \$ per month	N/A	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	N/A
Transit	/	\$/ \$ per month	N/A	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	N/A
X HRA – Employer Funded	120/90	N/A	N/A	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	Please complete the additional HRA info in the next section
RRA – Employer Funded	/	N/A	N/A	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	Please complete the additional HRA info in the next section
VBA – Employer Funded	/	N/A	N/A	<input type="checkbox"/> N/A <input type="checkbox"/> Roll Funds *	Please complete the additional HRA info in the next section

Funds will be rolled on first day of plan year unless instructed otherwise.



Employer Renewal Form FSA, HRA, QTB

For HRA Clients Only:

AT WHAT POINT DURING THE PLAN YEAR WILL CONTRIBUTIONS BE AVAILABLE TO PARTICIPANTS IN THE HRA?

Annual Semi-Annual Quarterly Monthly

ARE MID YEAR HIRES PRORATED? Yes No

IF YES Quarterly Monthly

WHAT IS THE MAXIMUM FUNDING AMOUNT FOR EACH TYPE OF ENROLLMENT?

Gold 18	Single: \$ <u>750</u>	Two Person: \$ <u>1500</u>	Single Parent: \$ <u>1500</u>	Family: \$ <u>1500</u>
Bronze 4	<u>2350</u>	<u>4700</u>	<u>4700</u>	<u>4700</u>

ARE PARTICIPANTS RESPONSIBLE FOR A DEDUCTIBLE AMOUNT BEFORE THE HRA WILL PAY? If so what are the deductible amounts? No

Single: \$ _____ Two Person: \$ _____ Single Parent: \$ _____ Family: \$ _____

IS THE FAMILY DEDUCTIBLE TRACKED

BY FAMILY MEMBER Describe: Embedded deductible/individual deductible
 IN AGGREGATE (one member of the family can meet the entire deductible)

THE HRA PAYS THE FOLLOWING PERCENTAGE OF EACH CLAIM AFTER THE DEDUCTIBLE HAS BEEN MET:

100%
 OTHER: 0

WHAT EXPENSE TYPES DOES THE PLAN COVER?

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> All Section 213(d) including mileage | <input checked="" type="checkbox"/> Dental | <input checked="" type="checkbox"/> Medical Deductible | <input checked="" type="checkbox"/> Pharmacy copay |
| <input checked="" type="checkbox"/> All Section 213(d) excluding mileage | <input checked="" type="checkbox"/> Pediatric Dental | <input checked="" type="checkbox"/> Medical Copay | <input checked="" type="checkbox"/> Pharmacy deductible |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Vision | <input checked="" type="checkbox"/> Medical Coinsurance | <input checked="" type="checkbox"/> Pharmacy Preventative Drugs |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | <input type="checkbox"/> OTC |

Describe your HRA payment rules including eligible expense types, and both employee and employer responsibility for each plan (attach additional page if needed):



Employer Renewal Form FSA, HRA, QTB

Insurance Provider Information (Required for all clients):

For Health Spending Debit Card clients, Lifetime Benefit Solutions uses this information to substantiate participant debit card transactions, if we can receive a file containing claim information directly from the Carrier.

For Claims Exchange clients, we use this information to process claims and send payment. We work with as many providers as possible in an effort to increase auto-substantiation and claims processing. If you have more than one carrier, please contact your Lifetime Benefit Solutions Administrator.

Medical Insurance Carrier Name:	Excellus BC/BS
Dental Insurance Carrier Name:	Excellus BC/BS
Vision Insurance Carrier Name:	Davis Vision through Morgan & White
Rx Insurance Carrier Name:	Excellus BC/BS

Health Spending Debit Card Clients only – Co-Payment Information:

Lifetime Benefit Solutions uses this information to auto-substantiate debit card transactions and eliminate requests for information from your employees

Our insurance coverage:

- Utilizes co-payments - Please attach a copy of your benefit plan that outlines all your co-pay amounts (for family and single, if applicable)
- Is a High Deductible Health Plan

If you have multiple medical plans and have a side by side comparison, please attach that as well.

Client Authorization

Employer Representative: Samantha Pierce Date: 5/20/2020

Fax to: 585-427-0691
 Email to: Your administrator
 or mail to:
 Lifetime Benefit Solutions
 Attn: Reimbursement Account Administration Department
 165 Court Street
 Rochester, NY 14647
 Attn: Jamie Shuler



ADMINISTRATORS
A division of Morgan White Group



DavisVision™

HM LIFE INSURANCE
COMPANY OF
NEW YORK
HM INSURANCE GROUP

March 01, 2021

Town Of Canandaigua
Attn: Samantha Pierce
5440 Route 5 & 20 West
Canandaigua, NY 14420

RE: Davis Vision Renewal #20594

We appreciate your business and thank you for choosing HM Life Insurance Company of New York and Davis Vision. Our commitment is to provide you with quality vision benefits, exceptional service, and value at a reasonable cost.

The plan is reviewed annually, and this renewal letter should be kept with your contract documents and serves as an amendment to your vision contract.

Your contract renewal period is 07/01/2021 through 06/30/2022. To renew your contract, you need only begin paying the rates outlined below with the new contract term.

	CURRENT RATES	RENEWAL RATES
Participant:	\$ 8.35	\$ 7.69
Plus One:	\$ 14.47	\$ 13.32
Family:	\$ 24.41	\$ 22.47

The vision rates above are inclusive of premium and an additional administrative fee for service provided by MWG Administrators.

Your continued confidence in HM Life Insurance Company of New York and Davis Vision is appreciated. We are proud of our association with you and look forward to a long and mutually successful relationship in the future.

Sincerely,

David R. White
President, CEO
MWG Administrators

cc: DONALD MATSON

Davis Vision coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, underlying policy form HMP-902 VIS, in all states except New York. In New York, coverage is underwritten by HM Life Insurance Company of New York, NY, underlying policy form HMP-902 VIS. The coverage or service requested may not be available in all states.

ATTACHMENT 12



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for **Engineering Services and Software Development**. It includes Network and System troubleshooting, programming, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include; Server Implementations, Network Design and Engineering, and at client request.

Professional Service Agreement Terms:

Payment in full is due before any project/support is started.

Purchase of Professional Service Agreements are non refundable.

Clients with **PSA** receive priority telephone response time over non-PSA clients.

Banked Unused Time **does not** expire

(average response time: less than 1 hour)

Clients with **PSA** receive priority on-site response time for troubleshooting & technical support over non-PSA clients.

Clients with **PSA** have the option to have updates delivered via modem; mail; or on-site delivery.

Travel time is billed as straight time

Weekend/Overtime hours will be billed at 2 X regular rate

Modem/Phone charges are the responsibility of the client and are always billable.

Engineer's time is billable when:

- Working on additions/updates to programs / integration/ research
- Travel time between office and customer's location
- Time involved in gathering information for projects
- For support covering overnight staff, lodging, meals billed at \$150.00 per day.
- No extra charges for ground travel, flight costs are billed to the customer.

Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The client's remedies are limited to Integrated Systems obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The client assumes all risk for loss or damage to the client equipment and data files except as specified herein.

EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of



Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250.00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefore.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney’s fees incurred by Integrated Systems in collecting amounts owed under this provision.

Pursuant to NYS General Municipal Law §103(16) the Town of Canandaigua certifies that this contract was awarded in compliance with the competitive bidding requirements of the State of New York for a professional service and agrees that the terms and conditions of such contract are available for use by other government entities and authorized Purchasers provided that Purchaser enters into a separate independent contract with Contractor, and in said contract Purchaser accepts sole responsibility for any payment due the Contractor for services/material rendered to that Purchaser

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 155.00		None
A	10	\$ 95.00	\$ 950.00	\$ 600.00
B	25	\$ 90.00	\$ 2250.00	\$ 1625.00
C	50	\$ 85.00	\$ 4250.00	\$ 3500.00
D	100+	\$ 75.00	\$ 7500.00+	\$ 8000.00+

Contract Selected: _____



I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Client: _____
Address: _____
Client Signature: _____ **Date:** _____

Integrated Systems Signature: _____ **Date:** _____

Integrated Systems Contract Summary

Date: 3/21/21

Town of Canandiagua

	Time	Normal Billing Rate	Value of Time
Total Time Spent with Customer	57	\$ 155.00	\$ 8,835.00
Total Discounts Given By Integrated Systems	0		\$ -
Credits considered in this reporting	84	\$ 75.00	\$ 7,500.00
			\$ -
			\$ -
Savings Due to Contract			\$ 8,000.00
Discounts hours			
Savings Due to Contract #			

Balance - Over or **Available** **27**

Total Savings to You	\$ 8,000.00
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Note : "Total Savings to You" are a summary of the discounts given by Integrated Systems (from the actual time spent on your projects) and the savings due to the existing contract(s). "The Total Time Spent" reflects your total expenditure on computer integration and support issues, if all of our technician's time was billed at our normal billing rate.

Time Logs by Contract

from 01/01/2020 thru 03/12/2021

(Sorted by Contract Number, Time Log Start Date and Time)

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
10/1/2020 2:15PM	DAB	DC-Software Applications Comment: -Call and remote onto Jean's PC, install and activate Adobe Acrobat Pro DC. Change defaults from reader to pro version and place shortcut on desktop *We still need to install for Michelle, she will be out of the office until the middle of October. We should touch base with Jean to schedule when she's back SO No. 33960 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes

Total Time Log Detail for Start Date: 10/1/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:30	\$37.50	0:00	\$0.00	0:30	\$37.50	0:00	\$0.00	0:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
11/19/2020 8:30AM	DAB	DC-Network Comment: -Call and speak to Sam, let her know that 2229 is a user voicemail box and the main number is an auto attendant for court so it would make sense that they have different functions and messages -Voicemail was disabled 2229 at the request of the court, so it also makes sense that it would just ring, it may be possible to have the extension utilize call overflow to the auto attendant, but I will need to re-install IP Office on the server before hand (it was lost during the ransomware attack), will reinstall and review options -Start Download of IP Office SO No. 34362 Account: Town of Canandaigua, No. 344	1:00	1:00	\$75.00	\$75.00	Yes	Yes
11/19/2020 10:15AM	DAB	DC-Server Management Comment: -Complete install of Avaya IP Office Software, we will need to reboot the server in order to complete. Sam gave me permission to reboot anytime after 4:30pm-Complete install of Avaya IP Office Software, we will need to reboot the server in order to complete. Sam gave me permission to reboot anytime after 4:30pm SO No. 34362 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes

Total Time Log Detail for Start Date: 11/19/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:30	\$112.50	0:00	\$0.00	1:30	\$112.50	0:00	\$0.00	1:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
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For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
11/23/2020 8:15AM	DN	DC-AV Management Comment: Logged on mysonicewall.com activated license for capture client. 4 new licenses SO No. 34389 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes

Total Time Log Detail for Start Date: 11/23/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
11/30/2020 10:40AM	DN	DC-Software Applications Comment: Tyler need to reset the PW for the VPN. Logged on to server and reset the PW SO No. 34424 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes
11/30/2020 11:00AM	DN	Data Center Comment: PW not working. Logged on the server and logged on SonicWall. Reset PW Tyler was able to log in SO No. 34424 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes

Total Time Log Detail for Start Date: 11/30/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:40	\$49.50	0:00	\$0.00	0:40	\$49.50	0:00	\$0.00	0:40	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
12/8/2020 8:00AM	MAS	Data Center Comment: Talk with Jean and go over list. Go over check list for server for December. Go over password policy with Jean, set 90days expire, 5 log on attempts, reset attempts in 30min. Check backups were starting to fail. Was able to test restore files from remote backup and for NovaStor backup. Was necessary to repair Veeam backup software and now reconnected and is running backup. The NovaStor backup is now working since the reboot after Windows update. Update check list with notes and data and save and print. Go over CyFlare questions with Jean. Advised she continue to check backup emails for completion. Set up scan to computer for Clerk Canon scanner, needed to install the printer and Scan Gear software on each PC. Set up scan to computer default folder for each user. Have Jean go over check list and sign. SO No. 34467 Account: Town of Canandaigua, No. 344	8:15	8:15	\$75.00	\$618.75	Yes	Yes

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Total Time Log Detail for Start Date: 12/8/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
8:15	\$618.75	0:00	\$0.00	8:15	\$618.75	0:00	\$0.00	8:15	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
12/10/2020 9:30AM	DAB	DC-Network Comment: -Call and remote on with Samantha, found the VPN client was significantly lowering network speeds when enabled -Uninstall/Global VPN client and install Beta Version which resolved network speed issues -Map P Drive to Sam's laptop, she should be good to go SO No. 34525 Account: Town of Canandaigua, No. 344	0:45	0:45	\$75.00	\$56.25	Yes	Yes
12/10/2020 10:55AM	DN	Data Center SO No. 34527 Account: Town of Canandaigua, No. 344	1:20	1:20	\$75.00	\$99.75	Yes	Yes
12/10/2020 2:25PM	DN	Data Center Comment: Called back Caitlyn. Office was receiving emails but not able to edit signatures or click on links in the email to pull up a new email . Logged back on the computer. When you click on signatures screen flashed nothing pops up. Did a repair on Microsoft Office. Office 16 was installed as well as 2 version of 365. Uninstalled Office 16. Uninstalled 1 version of 365. Still could not open up signatures. The clicking on the link to open up an email was fixed. Created a new profile. Still could no open signature menu. Did a repair on Ms Office. Still not able to open singuture. Everything else in Outlook is working. Told Caitlyn I do some research and see what is causing this . SO No. 34527 Account: Town of Canandaigua, No. 344	1:00	1:00	\$75.00	\$75.00	Yes	Yes
12/10/2020 3:00PM	DAB	DC-Network Comment: -Go on-site, look at SEI config file and found that SEI was accessing server with local laptop user, although it was configured to be on the town's domain the user that Kristen is using on the laptop is not a domain user. The credentials that were saved in network user settings were dated to previous domain. Updated credentials and was successfully able to get SEI up and running. Also configured VPN with Kristen on laptop and let Kristen know the difference between domain and local users. SO No. 34531 Account: Town of Canandaigua, No. 344	1:30	1:30	\$75.00	\$112.50	Yes	Yes

Total Time Log Detail for Start Date: 12/10/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
4:35	\$343.50	0:00	\$0.00	4:35	\$343.50	0:00	\$0.00	4:35	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
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For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date	Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
12/11/2020	12:30PM	DN	DC-Server Management Comment: Logged on the server and reset the PW. Kristin could not log on to computer. Won't accept PW. Reset t PW. Same thing. Did a RDC to the computer in the office. Was able to logged on use the UN and PW I just set up. Tried to log on the computer. Teamviewer said that it was going to take 15 mins to download. Stop and tried again. Did a speed test getting .38 down. Suggested down loading teamviwer. I will call over to Tyler and call back. SO No. 34531 Account: Town of Canandaigua, No. 344	0:45	0:45	\$75.00	\$56.25	Yes	Yes
12/11/2020	1:20PM	DN	DC-Server Management Comment: Logged on the server, logged into SonicWall. Resets the PW for Michelle SO No. 34537 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes
12/11/2020	1:45PM	DN	DC-Server Management Comment: Called Kristin back. Logged on the computer. Got connected to VPN. RDC into the server would not take the UN and PW put the domain got connected to the computer in the office SO No. 34531 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes

Total Time Log Detail for Start Date: 12/11/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:25	\$105.75	0:00	\$0.00	1:25	\$105.75	0:00	\$0.00	1:25	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable	
12/15/2020	9:10AM	DN	DC-Server Management Comment: Talked to Kristin. She is not able to log to wifi. Would not take the pw. Walked Kristin through how to reset the the PW in the wireless settings. She was able to log in. SO No. 34556 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes

Total Time Log Detail for Start Date: 12/15/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:30	\$37.50	0:00	\$0.00	0:30	\$37.50	0:00	\$0.00	0:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable	
12/16/2020	1:00PM	DAB	DC-Network Comment: -Checked Sam's VPN user and found that it did not have access to subnet for phone system (this was likely removed when we reviewed security after ransomware attack) -Gave Sam access to phone subnet via VPN and she emailed me to let me know that it worked SO No. 34562 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Total Time Log Detail for Start Date: 12/16/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:30	\$37.50	0:00	\$0.00	0:30	\$37.50	0:00	\$0.00	0:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable	
12/21/2020 11:25AM	MAS	Data Center	0:30	0:30	\$75.00	\$37.50	Yes	Yes	
		Comment: Called Kristin and she logged me in remotely. She reports others in the Town are not having issues with email. Check settings in Outlook and found her Outlook is set to work offline. Show Kristin how to set back online. Many emails started coming in. She sent email from her phone and I sent one to her court and town accounts and after short time both came through.							
		SO No. 34594 Account: Town of Canandaigua, No. 344							
12/21/2020 1:30PM	MAS	DC-Software Applications	1:30	1:30	\$75.00	\$112.50	Yes	Yes	
		Comment: Called Kaitlynn back and she logged me in remotely and she is not able to open Word or Excel attachments from Outlook and she has to right click on desktop files and open Word and Excel file with the correct icon or it will not open. She said Dan did get her Outlook working but still has these issues. Found it appears to have the Office 365 App installed also. Needed to remove all Office installs and used Power shell commands to remove the Office Apps. Also removed Office 365 top make sure all is removed. Rebooted PC and logged back in again and installed Office 365 software with Kaitlynn's log on. Once installed set Word and Excel file extension in default preferences. Outlook reconnected with no problem, now able to click on attachments and they open with no error. Also she is able to get to her Signature settings in Outlook to make changes as needed.							
		SO No. 34527 Account: Town of Canandaigua, No. 344							

Total Time Log Detail for Start Date: 12/21/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
2:00	\$150.00	0:00	\$0.00	2:00	\$150.00	0:00	\$0.00	2:00	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable	
12/28/2020 8:30AM	MAS	Data Center	0:20	0:20	\$75.00	\$24.75	Yes	Yes	
		Comment: Called Jean back and she said they need the SMTP server address for the parks email, I was able to show Jean the address on her own PC and she will submit on the form.							
		SO No. 34610 Account: Town of Canandaigua, No. 344							

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Total Time Log Detail for Start Date: 12/28/2020

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
1/12/2021 8:00AM	MAS	Data Center	8:15	7:45	\$75.00	\$581.25	Yes	Yes
Comment: Talk with Jean and go over list. Check server as per check list. Found 4 users have PW expired and report to Jean. Backups have been completing and update check list with info. Copied Laserfiche data folder admin to an admin only folder on NAS drive for redundancy backup. Check with Pam on RPS data clean up utility issue. Found she needed to run the app as administrator so it can write the files directly to the C Drive for the report. Printed check list and go over with Jean and she signed the check list. Discuss email accounts with Jean, she would like to add townclerk email. She called Shane and he put in quote and approved. Add new townclerk email and forward email to Jean, Rebecca, and Lisa as requested. Set the townclerk email to forward only and do not retain a copy on the original account as per Jean. Go over Aliases and other email accounts on domain. Removed aliases as requested, DOD, zoninginspector, dbrewer, KUsateri, and parksassistant. Also removed parkassistant email account as requested, no longer used. Talk with Tyler M. and Pam and restore Access database file from backup. The old file appears to be corrupt. Restored from NovaStor backup and found file last edited from 12/21/20 and save to server desktop then place in folder location as requested. Pam is now able to open the file. Tyler said he is planning on new network switches and will let us know if he does get them and I suggested he research the current switches and make sure they will work with current configuration. SO No. 34738 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 1/12/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
7:45	\$581.25	0:00	\$0.00	7:45	\$581.25	0:00	\$0.00	8:15	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
1/15/2021 10:45AM	DN	Data Center	0:20	0:20	\$75.00	\$24.75	Yes	Yes
Comment: Logged on to pop server. Set up email forward to dfinch email address. SO No. 34687 Account: Town of Canandaigua, No. 344								

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
1/15/2021 2:30PM	DAB	Data Center Comment: -Remote onto phone system and find the holiday time setting was accidentally put in place for Friday in addition to sat-mon -Remove Friday time profile and test calling the main line which was successful. Spoke to Jean and let her know what happened. She transferred me to Michelle who had taken over Sam's position and I left a VM for Michelle letting her know what had happened SO No. 34798 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes
1/15/2021 3:15PM	DN	Data Center Comment: Logged on to mysonciwall. Added 5 license to capture client. SO No. 34764 Account: Town of Canandaigua, No. 344	0:15	0:15	\$75.00	\$18.75	Yes	Yes

Total Time Log Detail for Start Date: 1/15/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:05	\$81.00	0:00	\$0.00	1:05	\$81.00	0:00	\$0.00	1:05	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
1/19/2021 12:20PM	DN	DC-Software Applications Comment: Tried to log on the computer. Connection said that TeamViewer was going to take 5 hours to download. Had Sara close out and try going back the webpage again. Download is going to take 8 hours now. Asked if Sarah was connected to VPN. She was. had her drop the connection. Go back the website. TeamViewer download went faster. Was able to log into the computer. Outlook is not responding. Went to task manager and closed out of Outlook. Opened Outlook. Started syncing. Got about 3 quarters of the way through then froze up. Closed out and open Outlook again. Same thing. Froze up about 3/4 of the way through and no new emails where being dropped into Outlook. Did a repair on Microsoft Office. Did a windows update. Reboot the computer. Opened Outlook. Message started coming through, but Outlook froze again. Did an export of contacts and calendar. Created a new profile. Opened new profile. Emails started coming through. Imported Colanders and contacts. Complete syncing emails. Checked webmail to make sure the message in the inboxes are matching. Message where matching. Ran a speed test with Out VPN getting connected. Getting 30 mbps down. Connected VPN. Ran a speed test. .07 down and 3 mpb up. Had VPN version 4.06 Uninstalled and installed version 4.10. Connected. Did a speed test getting .89 mbps. Told Sarah I would investigate the speed issues with the VPN connection. SO No. 34816 Account: Town of Canandaigua, No. 344	1:40	1:40	\$75.00	\$125.25	Yes	Yes

Total Time Log Detail for Start Date: 1/19/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:40	\$125.25	0:00	\$0.00	1:40	\$125.25	0:00	\$0.00	1:40	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
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For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date	Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
1/20/2021	9:00AM	DN	DC-Software Applications Comment: Neal for Tyler Tech called. Needed access to the server/ Logged on the server. Logged Neal on the server SO No. 34793 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes
1/20/2021	4:40PM	DN	DC-Software Applications Comment: Neal needed to be logged back on. Logged on server. Logged Neal back on the server SO No. 34793 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes

Total Time Log Detail for Start Date: 1/20/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:40	\$49.50	0:00	\$0.00	0:40	\$49.50	0:00	\$0.00	0:40	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
1/21/2021 10:15AM	MAS	DC-Software Applications Comment: Called and spoke with Tyler. He is having issues with Capture client not connecting to update. Check licenses and shows 110. Found several installs showing not online for over 3 months. Discuss with Tyler and remove older installs from site that are likely no longer in service. Advised they should have enough licenses. Tyler does have some PCs with AV installed that are waiting to be deployed. I would advise for future that the licenses be checked for clean up before buying any more new AV licenses. Called Jean and let her know. SO No. 34841 Account: Town of Canandaigua, No. 344	1:00	1:00	\$75.00	\$75.00	Yes	Yes
1/21/2021 11:15AM	MAS	Data Center Comment: Called Tyler and downloaded the current Global VPN client (general release) from Sonicwall. The version is dated June 9, 2020. Connected with Tyler remotely and send him the file. Let Jean know I sent him the new file. SO No. 34840 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes

Total Time Log Detail for Start Date: 1/21/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:30	\$112.50	0:00	\$0.00	1:30	\$112.50	0:00	\$0.00	1:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
1/26/2021 4:15PM	DN	DC-User Management Comment: Logged on the pop server and forwarded email over to Doug Finch SO No. 34879 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Total Time Log Detail for Start Date: 1/26/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
1/29/2021 11:20AM	DN	DC-User Management Comment: Talked to Rebecca. The UN PW expired for LaserFische for 4 people. Wanted me to log on and reset the PW for the user and set the PW never to expire. Logged on the server and reset the PW> Set PW not to expire SO No. 34913 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes
1/29/2021 11:40AM	DN	DC-Server Management Comment: Called over to Dominique at Tyler Tech. Logged him on the server. SO No. 34914 Account: Town of Canandaigua, No. 344	0:20	0:20	\$75.00	\$24.75	Yes	Yes
1/29/2021 12:45PM	DN	Data Center Comment: Checked the capture client dashboard. Did not find any threats. Called over to Jim. Logged on the computer. Has pop ups in the right hand corner. 1 Shows mcafee virus found. Checked capture client on the computer. No threats detected. Updated policy. Send scan command from SonicWall dash board. Checked program and features. Mcafee was not install. Checked google extensions. Removed Dropbox extension. If you try to close out message web page pops up and says mcafee has expired and virus where found click here to renew. Disabled google notifications. Adds went away. Checked program and features. No new programs installed. Checked IE under connections no proxies server installed. Checked the c drive to see if there was any ~ after the file names. Checked edge for extensions. Edge did not have extensions SO No. 34915 Account: Town of Canandaigua, No. 344	0:40	0:40	\$75.00	\$50.25	Yes	Yes

Total Time Log Detail for Start Date: 1/29/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:20	\$99.75	0:00	\$0.00	1:20	\$99.75	0:00	\$0.00	1:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
2/2/2021 3:40PM	DN	Data Center Comment: Logged on the server. Went through the back up logs. Last complete 1/26/21. Went deeper into the logs. Error 0x80042313 .1/28/2021 10:35:13 PM :: Creating VSS snapshot Error: Failed to create snapshot: Backup job failed. Cannot create a shadow copy of the volumes containing writer's data. VSS asynchronous operation is not completed. Operation: [Shadow copies commit]. Code: [0x80042313]. Looked up error. Volume Shadow services not running. Checked services. Not running. Automatic service. Turned on service. Started backup SO No. 34940 Account: Town of Canandaigua, No. 344	0:30	0:30	\$75.00	\$37.50	Yes	Yes

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Total Time Log Detail for Start Date: 2/2/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:30	\$37.50	0:00	\$0.00	0:30	\$37.50	0:00	\$0.00	0:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
2/4/2021 3:20PM	DN	DC-User Management	0:20	0:20	\$75.00	\$24.75	Yes	Yes
Comment: Logged on to mail server. Created email address. Forward the account over to Jean and Sarah. Sent credentials over to Jean Via email SO No. 34955 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 2/4/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
2/5/2021 10:00AM	DAB	DC-Network	0:30	0:30	\$75.00	\$37.50	Yes	Yes
Comment: -Review phone system and did not find any incorrect entries for members of assessors group or the group itself -Called Pam Post and she let me know that she only heard that the wrong Caller ID was in place from one resident, it is possible that this was an isolated incident or possibly on the resident's side (perhaps Doug Finch was already in their contacts for the Town's main number) -Pam will ask a few people on out going calls to let me know if the problem is more widespread SO No. 34938 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 2/5/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:30	\$37.50	0:00	\$0.00	0:30	\$37.50	0:00	\$0.00	0:30	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
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For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

2/11/2021	7:45AM	MAS	Data Center	5:00	5:00	\$75.00	\$375.00	Yes	Yes
Comment: Oniste 8am talk with Jean and go over list. Go over check list on server and fill out form. Advise of reboot on server and rebooted before 9am. Found Novastor backup is hanging on backup from Friday. Stopped job before server reboot. Found the Veeam backup has been completing. Reset Novastor backup dates for days so they will not all start after reboot. Installed windows updates on server before reboot. Check users. Work with Pam Post and Jim from RPS to troubleshoot issue with GIS app in RPS. Found there are others with same issue as per Jim and they may or may not be able to fix on their side. Jim is hopeful the issue may be resolved with future windows updates. Work with Tyler M. and updated Capture client licenses and removed ones Tyler said were no longer used. Updated firmware on both NAS drives, and reboot as needed. SO No. 34962 Account: Town of Canandaigua, No. 344									
2/11/2021	1:15PM	MAS	Data Center	3:45	3:45	\$75.00	\$281.25	Yes	Yes
Comment: For Jean, go over her Outlook calendar with her and combine the 3 calendars in to one. This was from a recent PC change to a laptop. Show Jean how to backup her calendar to the server when done. Go over Toshiba scan folders with Jean and removed users no longer there. Move up users to streamline interface. Test scan to folders to confirm operation. Tyler said he will change the path to their folder to go to their P drive when updates their computer. Set Info@townofcanandaigua.org to also forward to Doug F. as requested. Send test email. SO No. 34962 Account: Town of Canandaigua, No. 344									

Total Time Log Detail for Start Date: 2/11/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
8:45	\$656.25	0:00	\$0.00	8:45	\$656.25	0:00	\$0.00	8:45	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable	
2/16/2021	8:30AM	DAB	DC-Network	0:15	0:15	\$75.00	\$18.75	Yes	Yes
Comment: Called and left a message for Pam, unfortunately being flagged as Spam is not something that can be resolved on our end. Spam filtering is done by the service provider of the recipient (most notably Verizon) and they do not currently have a process for removing numbers from the spam list, upon looking up instruction from Verizon their only recommendation for this currently is to get a new phone number and it is possible that one may be flagged as spam as well if it is spoofed by a telemarketer or scammer. SO No. 35013 Account: Town of Canandaigua, No. 344									

Total Time Log Detail for Start Date: 2/16/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:15	\$18.75	0:00	\$0.00	0:15	\$18.75	0:00	\$0.00	0:15	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
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For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
2/17/2021 11:10AM	MAS	DC-User Management	0:20	0:20	\$75.00	\$24.75	Yes	Yes
Comment: Spoke with Jean earlier on SO#35043. Added 10GB to Doug Finch email account as requested, now shows 15GB total size for account. Call and let Jean know it is complete. SO No. 35049 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 2/17/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
2/22/2021 1:00PM	DAB	DC-Network	0:30	0:30	\$75.00	\$37.50	Yes	Yes
Comment: -Call and speak to Kaitlyn, we could not recreate the problem -Attempted a total of 9 test calls which consistently worked as expected -Did not see any logs that indicated problems with the Avaya PBX system -It is likely that the problem was on the side of the phone provider as it was forwarding to external numbers and not to internal lines (if the issue was related with internal networking or the PBX, we'd expect calls to be bounced around internally rather than externally so this indicates that the problem is on the outside of the gateway -Kaitlyn will monitor and let us know if anything else occurs SO No. 35069 Account: Town of Canandaigua, No. 344								
2/22/2021 2:35PM	DN	DC-User Management	0:20	0:20	\$75.00	\$24.75	Yes	Yes
Comment: Called over to Jean. Only needs email address for Kim. Logged on to mail server; created new account. Logged on to web mail to test account. Able to log on. Send credential over to Jean via email SO No. 35082 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 2/22/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:50	\$62.25	0:00	\$0.00	0:50	\$62.25	0:00	\$0.00	0:50	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
2/23/2021 1:00PM	MAS	Data Center	0:20	0:20	\$75.00	\$24.75	Yes	Yes
Comment: Log in remotely and check status of backups and the Novastor backup VSS service has stopped. Set service to auto restart and start up service. Check backup schedules and update schedules to correct days so backups will not try to run missed jobs all in one day. Check Veeam backup and it did complete last night. Called Jean and let her know. SO No. 35092 Account: Town of Canandaigua, No. 344								

For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Total Time Log Detail for Start Date: 2/23/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
2/25/2021 8:00AM	MAS	Data Center	0:15	0:15	\$75.00	\$18.75	Yes	Yes
Comment: Log in and check and Novastor backups are completing. Call and left VM to let her know the backups are working. SO No. 35092 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 2/25/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:15	\$18.75	0:00	\$0.00	0:15	\$18.75	0:00	\$0.00	0:15	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
3/1/2021 8:45AM	MAS	Data Center	0:15	0:15	\$75.00	\$18.75	Yes	Yes
Comment: Called Jean and she logged me in remotely and we clicked on her inbox in Outlook and it is already syncing and emails are coming in. Seems to be working at this time. SO No. 35135 Account: Town of Canandaigua, No. 344								
3/1/2021 9:30AM	MAS	Data Center	1:00	1:00	\$75.00	\$75.00	Yes	Yes
Comment: Called Jean and log into server and check, found the VSS service is not running. Check logs and shows time out. Set the service to restart if it stops and restart after 3rd attempt. Create script and set to start the service daily to confirm it is started before backups start. SO No. 35142 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 3/1/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
1:15	\$93.75	0:00	\$0.00	1:15	\$93.75	0:00	\$0.00	1:15	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/ Contract	Rate	Amount	On Contract	Billable
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For Contract No. 1247 Description: 200 Unit PSA Ref. No. INV17529 & 17606

Basis: Units Max. Units: 84 Units Remaining: 28 Charge/Unit: \$75.00

Contract Information

Contract Type	No. Items Covered	Written on	Start Date	Expires	Billing Cycle	Billed Thru	Contract Price
200 Unit PSA	0	11/25/2020	11/25/2020	11/24/2021	Do Not Bill		\$15,000.00

Time Log Detail

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
3/4/2021 3:35PM	SC	DC-Network	0:20	0:20	\$75.00	\$24.75	Yes	Yes
Comment: Logged into the TOC Server and from there logged into the sonicwall. Went to add an address object for the server, saw that an object for the server already existed. Created a new user for CyFlare to use for the penetration test. Gave the CyFlare user access to the server. Called and talked to Kevin at CyFlare. Kevin said to email him the credentials for the VPN user. Emailed Kevin the VPN credentials. SO No. 35166 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 3/4/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
0:20	\$24.75	0:00	\$0.00	0:20	\$24.75	0:00	\$0.00	0:20	\$0.00

Total Time Log Detail for Contract Number: 1247

Start Date & Time	Tech	Log Reason	Actual	Billable/Contract	Rate	Amount	On Contract	Billable
3/11/2021 8:00AM	MAS	Data Center	4:30	4:30	\$75.00	\$337.50	Yes	Yes
Comment: Onsite 8am, talk with Lisa and Jean, go over list. Troubleshoot issue with scan to computer for Rebecca and Jean for the clerk Canon printer. Found needed to completely remove old instance of drivers for Canon and reinstall. Appears recent windows updates may have corrupted install of drivers as both PCs show using Windows drivers for the Canon printer and while Lisa's was still working with original drivers from Canon. Start check of service list. Advised we should reboot server for updates pending. Will reboot at 1pm. Download and installed firmware on Sonicwall and will reboot when server reboot. SO No. 35182 Account: Town of Canandaigua, No. 344								
3/11/2021 1:00PM	MAS	Data Center	3:45	3:45	\$75.00	\$281.25	Yes	Yes
Comment: Check with Jean and ok to reboot server. Rebooted with install pending updates. Backup Sonicwall TZ400 and reboot to new firmware. Upload to Sonicwall backup after complete and save config file. Rebooted Sonicwall while server was rebooting. Once complete, check services and confirm users can reconnect. Finish service check list and print for Jean. Go over list of emails that are current. Added 2 new emails as per request. ParkRangers and Leif HerrGessell. From the list of emails we will start to archive account in the list as per Jean as time allows. Reset email passwords for bookkeeper, clyon, krittts, and ksinger and download email to account and save a .pst file for each. Place the archived email files in Jean's server folder as requested and delete the email accounts on the mail server as requested. Confirm the email files do open in Outlook and check for data. Note: I advised Jean the clyon email has only 22 items in the account. Have Jean sign check list and save to SO. SO No. 35182 Account: Town of Canandaigua, No. 344								

Total Time Log Detail for Start Date: 3/11/2021

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
8:15	\$618.75	0:00	\$0.00	8:15	\$618.75	0:00	\$0.00	8:15	\$0.00

Total Time Log Detail for Contract Number: 1247

Apply to Contract		Not Apply to Contract		Billable		Not Billable		Total	
Billable	Amount	Actual	Amount	Billable	Amount	Actual	Amount	Actual	Amount
56:50	\$4,258.50	0:00	\$0.00	56:50	\$4,258.50	0:00	\$0.00	57:20	\$0.00

ATTACHMENT 13

ONTARIO COUNTY DEPARTMENT OF HUMAN RESOURCES


PERSONNEL OFFICER CLASSIFICATION CERTIFICATION NO. 9-2021

CLASSIFICATION POSITION – TOWN OF CANANDAIGUA
[SENIOR CLERK]

Mr. Douglas E. Finch, Town Manager, has filed Form MSD 222 (New Position Duties Statement) with me (in accordance with the Civil Service Law) advising that a position should be classified for the Town of Canandaigua.

I have made a complete analysis of said duties, responsibilities and minimum qualifications for the position.

I hereby certify that in accordance with the provisions of the Civil Service Law, Section 22, the appropriate Civil Service title for the position described is "SENIOR CLERK", and that said position is to be placed in the COMPETITIVE jurisdictional classification of Civil Service.



Michele O. Smith
Director of Human Resources

2/19/21
Date

c: Mr. Douglas E. Finch, Town Manager

Job spec review for TOCAN MSD for clerical position. 2/11/21

SENIOR CLERK

DISTINGUISHING FEATURES OF THE CLASS: This is moderately complex and varied clerical work requiring a general understanding of laws, administrative rules, procedures, and policies appropriate for the Appointing Authority. It calls for the exercise of independent judgment in the application of prescribed procedures and methods to routine cases. For the most part work is performed under general supervision. Supervision may be exercised over the work of one or more clerical assistants. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Yes Maintains detailed records necessary to the on-going office functions;
 5% Collects and compiles statistics and other related information;
 15% Processes, checks, codes, and files requisitions, claims, vouchers, bills, and receipts;
 15% Answers difficult inquiries from applicants, clients or other interested parties on laws, rules or procedures administered by the agency or department;
 Contacts officials, physicians, vendors or other interested parties to obtain detailed information concerning eligibility;
 Makes initial determinations of eligibility for programs, benefits or positions based upon predetermined criteria;
 15% Evaluates and processes official documents of a routine nature such as purchasing requisitions, applications for services or employment;
 15% Prepares and maintains a variety of detailed records in a file system;
 Prepares reports which may be of a confidential nature;
 25% Prepares routine correspondence on matters where policies and procedures are well defined;
 15% Checks reports, records and other official documents for clerical and overall accuracy, completeness and proper extension;
 Collects fees and accounts for moneys received;
 Issues and records applications, licenses and permits;
 Processes, sorts, indexes, records and files a variety of control records and reports;
 Yes May operate a personal computer terminal or similar equipment using a variety of software applications in performing duties;
 May assign work, review and record work done, and instruct new employees in specialized clerical work of a unit;
 May participate in on-the-job training for lower level employees;
 Sets up time schedules and is responsible for policy adherence in a unit.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of office terminology, procedures, and equipment; good knowledge of business arithmetic and English; ability to understand and carry out oral and written directions; ability to get along well with others; clerical aptitude; mental alertness; accuracy; good judgment; neatness; tact and courtesy; integrity; ability to use a personal computer with moderate proficiency and to learn appropriate software applications; physical condition commensurate with the demands of the position.

Continued on Page 2

SENIOR CLERK

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and three (3) years full-time paid clerical office experience, or its part-time equivalent.

NOTE: Study in a regionally accredited college or university or one registered by New York State or a business school registered by New York State may be substituted for the experience on a year-for-year basis.

APPROVED: OCTOBER 2, 1996

REVISED: JULY 12, 2019

CIVIL SERVICE CLASSIFICATION: COMPETITIVE

ATTACHMENT 14

ANNUAL DRINKING WATER QUALITY REPORT FOR 2020 BRISTOL-CANANDAIGUA WATER DISTRICTS

PWS ID Numbers NY 3430008 and NY3430041

Introduction

We are pleased to present to you this year's Annual Water Quality Report. This report is designed to inform you about the quality water and services we deliver to you every day. The purpose of this report is to provide information about the quality of water that we provide to you. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. Last year, in the Towns of Bristol and Canandaigua your tap water met all State drinking water health standards. We are committed to ensuring the quality of your water. If you have any questions about this report or concerning your water utility, please contact either:

Town of Bristol:	James Fletcher, Water Superintendent	(585) 394-3300
Town of Canandaigua:	James Fletcher, Water Superintendent	(585) 394-3300
New York State Department of Health	Geneva District Office	(315) 789-3030

We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled Town Board Meetings. The meetings are held:

Town of Bristol: **The second Monday of each month at 7:30 p.m. at the Bristol Town Hall located at 6740 County Road 32, Canandaigua, New York.**

Town of Canandaigua: **The third Monday of each month at 6:00 p.m. at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, New York.**

Where Does Our Water Come From?

Our water source is surface water source, Canandaigua Lake. The Canandaigua Town Consolidated Water Districts is supplied from City of Canandaigua. The City of Canandaigua operates a Water Filtration Plant located on West Lake Road in the Town of Canandaigua. After filtration, carbon can also be added for taste and odor control. The water is disinfected by injection of liquid chlorine, sodium hydroxide is added for pH control to reduce corrosion in the distribution system and then fluoride is added before being pumped to the distribution system. The treated water enters the Town of Canandaigua Water Districts through meter pits located at the City of Canandaigua municipal line or at the connection point with the City of Canandaigua's transmission main. The Town of Canandaigua Consolidated Water District supplies treated water from the City of Canandaigua to the Town of East Bloomfield through a meter pit located at the Canandaigua-East Bloomfield town line. Also, the Town of Canandaigua Consolidated Water District supplies treated water from the City of Canandaigua to the Bristol Water District Extension #1 through a pump station located on Goodale Road in the Hamlet of Cheshire. The Town of Canandaigua also provides water to the Towns of Farmington, Hopewell, and Gorham.

New York State Department of Health has completed a source water assessment for Canandaigua Lake with the following results:

This assessment found a moderate susceptibility to contamination for this source of drinking water. The number of agricultural lands in the assessment area results in elevated potential for protozoa, phosphorus, DBP precursors, and pesticides contamination. While there are some facilities present, permitted discharges do not likely represent an important threat to source water quality based on their density in the assessment area. However, it appears that the total amount of wastewater discharged to surface water in this assessment area is high enough to further raise the potential for contamination (particularly for protozoa). There is also noteworthy contamination susceptibility associated with other discrete contaminant sources, and these facility types include: IHWS, CBS, landfills, mines, RCRA, and TRI.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs,

springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity.

Contaminants that may be present in source water include:

- > **Microbial contaminants**
- > **Inorganic contaminants**
- > **Pesticides and herbicides**
- > **Organic chemical contaminants**
- > **Radioactive contaminants**

Facts and Figures

- The **Town of Canandaigua Water District** purchases its water separately from the City of Canandaigua and serves approximately 7,180 residents through 2,634 service connections. The total water purchased in 2020 was 267,446,000 gallons. The daily average to the Distribution System was 732,000 gallons per day. The single highest day was 1,500,000 gallons. The amount of water sold to customers was 220,660,000 gallons. Approximately 40,000,000 gallons of water was lost due to water leaks in the older system, water main breaks, installing of new water main, 8,000,000 gallons of water was used to flush watermains, fire hydrants, fight fires, sale of bulk water etc. In 2020, water customers were charged a minimum quarterly bill of \$26.10 for a ¾ inch water meter, for the first 6,000 gallons of water usage. Any usage in addition to that was \$ 4.35 per thousand gallons of water used.

The **Town of Bristol Water District** purchases its water from the Town of Canandaigua and serves approximately 203 people through 63 service connections. The total water purchased in 2020 was 5,097,500 gallons. The daily average to the Distribution System was 13,965 gallons per day. The single highest day was 49,000 gallons. The amount of water sold to customers was 4,227,000 gallons. Approximately 870,000 was used to flush water mains due to stage two disinfection byproducts levels that exceeded the limits of the EPA, flush fire hydrants, and fight fires. In 2020, water customers were charged a minimum quarterly bill of \$28.56 for the first 6,000 gallons of water for a ¾ inch water meter. Any usage in addition to that was \$ 4.76 per thousand gallons of water used.

Information on Fluoride Addition

Our system is one of the many drinking water systems in New York State that provides drinking water with a controlled, low level of fluoride for consumer dental health protection. Fluoride is added to your drinking water by the City of Canandaigua before it is delivered to the Canandaigua Consolidated and Bristol water systems. According to the United States Centers for Disease Control, fluoride is very effective in preventing cavities when present in drinking water at an optimal range from 0.8 to 1.2 mg/l (parts per million). To ensure that the fluoride supplement in your water provides optimal dental protection, the State Department of Health requires that the City of Canandaigua monitor fluoride levels on a daily basis. During 2020 monitoring showed fluoride levels in your water were in the optimal range 100% of the time. None of the monitoring results showed fluoride at levels greater than the 2.2 mg/l MCL for fluoride.

Are There Contaminants In Our Drinking Water?

To ensure that tap water is safe to drink, we routinely test your drinking water. The New York State Department of Health and the Environmental Protection Agency prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, and synthetic organic compounds. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

In accordance with State regulations, the **City of Canandaigua** routinely monitors your drinking water for numerous contaminants. They test your drinking water for coliform bacteria, turbidity, inorganic contaminants, lead and copper, nitrate, volatile organic contaminants, total trihalomethanes, and synthetic organic contaminants. The table presented below depicts which contaminants were detected in your drinking water. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Therefore, some of the data, though representative of the water quality, is more than one year old. Test results were all negative except for those indicated on the following table.

The **Canandaigua Consolidated Water District** tested the water for coliform bacteria seven samples once per month, and **the Bristol Water District Extension Number 1** tested the water for coliform bacteria one sample per month in each district.

The table presented below depicts which compounds were detected in your drinking water.

It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **EPA's Safe Drinking Water Hotline (800-426-4791)**.

TEST RESULTS							
Substance (Units)	Violation Y/N	Date of Sample	Level Detected	Range Low - High	MCLG	MCL	Likely Source of Contamination
Microbiological Contaminants							
Total Coliform Bacteria Town of Bristol No Cdga Consolidated no	No	Each Month	LT 1	N/A	0	>5% positive	Naturally present in the environment
Turbidity** (NTU) Individual	No	2020	0.17	0.01 - 0.25	N/A	TT=<0.3	Soil runoff
Turbidity** (NTU) Combined	No	2020	0.03	0.01 - 0.50	N/A	TT=<0.3	Soil runoff
Radiological Gross Alpha (pCi/l)	No	12/2013	0.0	N/A	0	15	Erosion of natural deposits
Radium 226 and 228 (pCi/L)	No	02/2013	0.04	0.4	0	5	Erosion of natural deposits
Inorganic Contaminants							
Lead (ppb) Cdga Consolidated 4	No	06/2020	1.8	ND to 6.1	N/A	AL=15	Corrosion of household plumbing systems, erosion of natural deposits
Copper (ppm) Cdga Consolidated	No	06/2020	0.028	0.0011-0.44	N/A	AL=1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Fluoride (ppm)	No	2020	0.78	0.7-1.2ppm	N/A	2.2	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Barium (ppm)	No	02/2020	0.024	N/A	2	2	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills; runoff from Crop land

Nickel (ppb)	No	02/2019	1.1	N/A	100	100	Erosion of natural deposits; discharge from steel factories additive, fertilizer factories Runoff from fertilizer use, septic tank effluent, erosion of natural deposits Erosion of natural deposits, stainless steel manufacturing
Nitrate (ppm)	No	02/2020	0.27	N/A	10	10	
Chromium (ppb)	No	02/2020	1.7	N/A	100	100	

Volatile Organic Contaminants							
TTHM (ppb) [Total trihalomethanes]							By-product of drinking water chlorination
Stage 2: Canandaigua Consolidated							
Cooley site	NO	2020	60.0 AVG.	41-85		80	
Onanda Site	No	2020	64.5 AVG.	41-85		80	
Town of Bristol	Yes	2020	83	41-85		80	

Total Halo acetic Acids (ppb)							Discharge from metals, plastic or fertilizer plant
Stage 2:							
Canandaigua Consolidated Cooley Site	No	2020	22.0 avg.	25-50	N/A	60	
Onanda Site	No	2020	29.75 avg.	25-50	N/A	60	
Town of Bristol	No	2020	34.5 avg	25-50	N/A	60	

Notes:

** Turbidity is a measure of the cloudiness of the water. Canandaigua City monitors it because it is a good indicator of the effectiveness of our filtration system.

> 0 site(s) out of 30 above the Action Level for Copper.

> 0 site(s) out of 30 above the Action Level for Lead.

Definitions:

Non-Detects (ND) - laboratory analysis indicates that the constituent is not present.

Action Level - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Treatment Technique (TT) - A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

Maximum Contaminant Level - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCLG's as feasible using the best available treatment technology.

Maximum Contaminant Level Goal - The "Goal" (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLG's allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLG's do not reflect the benefits of the use of disinfectants to control microbial contamination.

Parts per million (ppm) or Milligrams per liter (mg/l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Picocuries per liter (pCi/l) - A measure of radioactivity in water.

Locational Running Annual Average (LRAA) – average of samples at a location for year on a rolling basis

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

What Does This Information Mean?

As you can see by the table, our system had no violations. We're proud that your drinking water meets or exceeds all Federal and State requirements. We have learned through our monitoring and testing that some constituents have been detected. The EPA has determined that your water IS SAFE at these levels.

Microbiological Contaminants:

- (1) **Total Coliform** - Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other; potentially-harmful, bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems.
- (3) **Turbidity** - Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches.

Inorganic Contaminants:

(17) **Lead** - As you can see by the table, our system had no violations.

Infants and young children are typically more vulnerable to lead in drinking water than the general population. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested and flush your tap for 30 seconds to 2 minutes before using tap water. Additional information is available from the Safe Drinking Water Hotline (1-800-426-4791).

Do I Need to Take Special Precautions?

Some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

Why Save Water and How to Avoid Wasting It?

Although our system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- saving water saves energy and some of the costs associated with both of these necessities of life;
- saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential fire fighting needs are met.

You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:

- Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- Turn off the tap when brushing your teeth.
- Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it up and you can save almost 6,000 gallons per year.
- Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.
- Use your water meter to detect hidden leaks. Simply turn off all taps and water using appliances, and then check the meter after 15 minutes. If it moved, you have a leak.

System Improvements

Canandaigua Consolidated installed 3,400 liner feet of 16-inch water main, 2,800 liner feet of 12-inch water main,

Monitoring Violations:

The Town of Bristol water district had four violations for 2020. All four violations were for exceeding the MCL of stage two disinfection by product. The Town of Canandaigua Water Superintendent informed the Town of Bristol water district residents by a letter all four times and informed the Town Supervisor.

Closing

Thank you for allowing us to continue to provide your family with quality drinking water this year. We ask that all our customers help us protect our water sources, which are the heart of our community. Please call our office if you have questions.

- > Town of Canandaigua, Water Superintendent Jim Fletcher (585) 394-3300
- > Town of Bristol, Water Superintendent Jim Fletcher (585) 394-3300
- > New York State Department of Health (315) 789-3030

This Report Covers Public Water Supply ID Numbers:

Town of Bristol: Bristol Water District Extension Number 1: 3430041

Town of Canandaigua: Canandaigua Consolidated Water District: 3430008

ATTACHMENT 15

PROPOSED
CONSOLIDATION AGREEMENT

This Agreement, is made this ____ day of _____, 2021, by and between the CANANDAIGUA CONSOLIDATED WATER DISTRICT (“Consolidated Water District”) a Special Water District duly formed by the Town of Canandaigua Town Board (“Town Board”), with offices at 5440 Routes 5 & 20 West, Canandaigua, NY 14424, and the CRAMER ROAD WATER DISTRICT EXTENSION TO THE CANANDIAGUA CONSOLIDATED WATER DISTRICT (“Cramer Extension”), also a Special Water District duly formed by the Town Board and also with offices at 5440 Routes 5 & 20 West, Canandaigua, NY 14424

WHEREAS, this Consolidation Agreement seeks to consolidate the Cramer Extension into the existing Consolidated Water District; and

WHEREAS, New York General Municipal Law Article 17-A provides for the consolidation of two or more local government entities if together the consolidated local government entity forms a local government entity of a kind or class that is authorized under the laws of the State of New York; and

WHEREAS, the Town Board has the overall authority for managing the operation, maintenance, and finances of each Special Water District serving the Town of Canandaigua (“Town”); and

WHEREAS, after review and deliberation, the Town Board has determined that it is in the best interests of the Town to consolidate the above Special Water Districts to provide long-term, safe, and reliable water supply for all customers in those districts, to maintain stability, and to reduce administrative and operational costs wherever possible; it has therefore directed the preparation of this Consolidation Agreement; and

WHEREAS, the proposed water district consolidation will not result in any additional costs or debts to the district residents.

NOW THEREFORE, the Town Board, acting jointly as the governing body of the Special Water Districts, sets forth the following terms which constitute the Consolidation Agreement between the Consolidated Water District and the Cramer Extension as required by GMU Article 17-A:

1. Name of Each Entity to Be Consolidated: The name of each local government entity to be consolidated is as set forth above.

2. Name of Proposed Consolidated Entity: The Cramer Extension is to be consolidated into the existing Canandaigua Consolidated Water District and thus the name of the consolidated entity will be the Canandaigua Consolidated Water District (the post-consolidation Canandaigua Consolidated Water District is referred to herein as the "Consolidated Entity").

3. Rights, Duties and Obligations of the Proposed Consolidated Entity: The rights, duties and obligations of the proposed Consolidated Entity will be the same as those for the current Canandaigua Consolidated Water District (as more specifically set forth in NY Town Law), except that those rights, duties and obligations will now also apply to a larger area which is to include the area of the Water District Extension. Those rights, duties and obligations include providing long-term, safe, reliable and economical water supply to the customers served. This is accomplished by, among other things: (1) establishing standards for the addition, upgrade and maintenance of water infrastructure; (2) approving and overseeing construction of new water infrastructure by third parties; (3) managing contracts to replace and upgrade existing water infrastructure; (4) overseeing/performing maintenance on existing facilities; (5) monitoring the condition of water infrastructure; (6) establishing priorities and budget estimates for water infrastructure improvements; (7) ensuring compliance with environmental regulations and permits; (8) developing the district's operating and capital budget; and (9) coordinating budget development with the Town's capital and operating budget.

4. Boundaries of the Consolidated Entity: The boundaries of the Consolidated Entity shall be the same as the current boundaries of the Canandaigua Consolidated Water District (which boundaries are available for public inspection at the Canandaigua Town Clerk's Office), except as expanded by the addition of the Water District Extension.

5. The precise boundaries are available for public inspection at the Canandaigua Town Clerk's Office.

6. Type of the Consolidated Entity: The Consolidated Entity will be a Town Water District.

7. Each Entity's Assets: The Canandaigua Consolidated Water District's assets consist of underground infrastructure piping, water mains, fire hydrants, pump stations, miscellaneous facilities including air relief valves, pressure reducing valves and backflow protection devices and equipment used to maintain the system. Detailed infrastructure information is available for public inspection at the Canandaigua Town Clerk's Office.

8. Each Entity's Liabilities: The Canandaigua Consolidated Water District has no debt. The Water District Extensions will have no debt prior to the consolidation. No new debt is to be incurred by the consolidation.

9. Terms for the Disposition of Existing Assets, Debt and Liabilities: All assets of the Canandaigua Consolidated Water District and the Water District Extension will become assets of the Consolidated Entity. Any existing debt of each water district will become the debt of the Consolidated Entity.

10. Administration of Laws: The Town Code regarding Water Districts and the New York State Law regarding Waters Districts will be applied against the Consolidated Entity as a single Town of Canandaigua Water District (which will be comprised wholly of the existing Canandaigua Consolidated Water District and the former Water District Extension). Local Laws, Ordinances, Resolutions and Orders affecting the Consolidated Entity would continue to be administered and enforced by the Town of Canandaigua Water Superintendent and/or the Town's Code Enforcement Officer.

11. Effective Date: This consolidation shall be effective immediately upon the completion of the procedures for effecting this consolidation under General Municipal Law Article 17-A.

12. Time and Place for Public Hearing: Pursuant to Article 17-A of the General Municipal Law, the Town Board of the Town of Canandaigua, shall meet via zoom video conferencing and/or at the Town Hall, 5440 Route 5 & 20 West, Canandaigua, NY 14424 on April 19, 2021, at 6:00 p.m. for the purpose of conducting a public hearing on the proposal to consolidate the Canandaigua Consolidated Water District with the Water District Extensions, at which time and place all persons interested in the subject thereof may be heard concerning the same.

IN WITNESS WHEREOF, the parties herein have executed this Proposed Joint Consolidation Agreement as of the date first written above.

CANANDAIGUA CONSOLIDATED WATER DISTRICT

By: _____
Doug Finch, Town Manager

CRAMER ROAD WATER DISTRICT EXTENSION TO
THE CANANDAIGUA CONSOLIDATED WATER DISTRICT

By: _____
Doug Finch, Town Manager

ATTACHMENT 16

ADVISORY REPORT FROM THE TOWN OF CANANDAIGUA PLANNING BOARD

Re: CPN-21-007

Marks Engineering representing Carol Eiffert, owner of property at 3535 State Route 364 TM#98.19-1-20.100 Seeking to Amend the Town Zoning in a Mixed Use Overlay District

At the March 15th request of the Town Board, the Planning Board—at its March 23rd public meeting—discussed the referenced request to apply the Mixed Use Overlay (MUO) to the underlining R-1-20 zoning in order to develop the parcel with townhouses and single-family lots, as shown on an undated sketch plan submitted with the rezoning request.

The Planning Board discussed whether the proposed use would be appropriate for the parcel under the MUO. The Board was clear to the applicant that its discussions at the meeting were not an endorsement of the sketch plan as presented, and its comments pertained as to whether the proposed residential use was appropriate.

The property is in the southeast corner of the Town bordered on the north by a modular home park and a small townhouse development across SR364 to the west. The remaining abutting land was either vacant or contains single-family homes.

The discussion of the proposed use centered around its compatibility with the surrounding uses, its being respectful of the Town's natural resources that would apply to the property (including views to and from the Lake), its conformance with the goals of the Town's Comprehensive Plan, the availability of public sewer and water to serve the project, and an adequate transportation network to access the site.

After some discussion as reflected in the minutes of the meeting, it was the consensus of the Planning Board to advise the Town Board that it felt that the proposed use of the property was appropriate for the parcel, given the aforementioned factors, and that this report be forwarded to the Town Board for its consideration of applying the Mixed Use Overlay to the property as requested.

As stated previously, this recommendation of the use does not commit the Town or the Planning Board to the site design as proposed on the sketch plan and as was suggested by the Planning Board. Should the applicant be successful in obtaining the MUO designation, and upon the return of the application to the Planning Board for subdivision and site plan approval, the applicant should meet with the Planning Board to review an amended sketch plan before applying formally for subdivision and site plan approval.

Sincerely,

Chuck Oyler, Chairman
Town of Canandaigua Planning Board
March 31, 2021

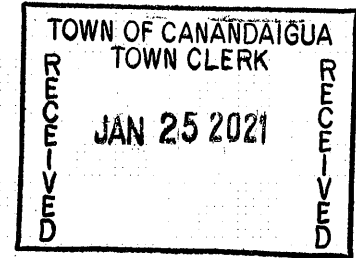


Marks Engineering

42 Beeman Street
Canandaigua, NY 14424

January 21, 2021

Town of Canandaigua
c/o Eric Cooper/Chris Jensen
5440 Routes 5 & 20 West
Canandaigua, NY 14424



Re: 3535 NYS Route 364 – Mixed Use Overlay Adoption – Canandaigua Shores
Tax Map #98.19-1-20.100

Dear Mr. Cooper:

Our client, Mr. Angelo Licciardello of ATL Contractors Inc. is requesting to adopt Mixed Use Overlay (MUO) Zoning #3 for the above referenced property. The applicant is currently under contract for the subject property purchasing from Carol L Eiffert. Please find the attached letter of permission from the current owner for this application. Also, please find attached conceptual and context plans for your reference.

Canandaigua Shores Townhomes will be located on a 33.18 acre parcel currently zoned as R-1-20 with the Mixed Use Overlay #3. The parcel is currently vacant with land cover of mostly brush and trees. The parcel was previously subdivided from a neighboring residential lot and some barns that existed along NY Rt 364 that were removed several years ago. The site has a range of topography with slopes ranging from 0-18%. The steepest slope is near the center of the site and runs north to south.

The intent of this petition is to rezone the parcel into MUO to allow for the construction of 27 – 32 townhouse buildings and two single family residential lots. The townhouse buildings will consist of four units each and there will be a maximum of 128 units. The townhome units will be approximately 1300 square feet with 2 bedrooms each. The single-family homes will be on separate parcels and will be owned privately. This development will extend into the Town of Hopewell and connect to County Road 18. The property in the Town of Hopewell will be subdivided into 9 one-acre single family residential lots.

The development will require approximately 3600 feet of new dedicated road off which 2000 feet will be in Canandaigua. The road will be constructed as a rural collector road. Stormwater from the new development will be treated and retained in grass swales located near the townhouse building and a large stormwater pond will be located at a low point near the center of the property on the north side of the road.

This request has been generated based on the demand of residential units and single-family residences in this area of the town. The location is favorable as many of the units will have water/lake views and it is a short drive to parks and amenities in the City. It is anticipated that citizens of this community are retired individuals who may be downsizing as well as younger generations starting their careers and families.

In review of the Tow of Canandaigua 2003 Comprehensive Plan which originated the need for Mixed (Multi) Use Overlays in over theses residential area to promote “moderate density residential district(s)” and “create a more diverse housing stock”. This development provides a moderate density of 3.5 housing units per acre which is comparable to 11,500 SF per unit. Most high density multi-residential



MarksEngineering

42 Beeman Street
Canandaigua, NY 14424

communities provide 8 units per acre or 5,500 SF per unit. The underlying zoning provided for one housing unit per 20,000 SF.

The townhouse style construction provides single level housing with various roof lines and aesthetically pleasing facades that will blend with the nature of the neighborhood. This section of town has diverse range of residential uses and architecture. The development is bordered by lakefront cottages and homes as well as Otietiana Cove located opposite NYS Rt 364, a mobile home park on the north side and various single-family residences. Otietiana Cove consists of 16 residential townhouse style condos. The proposed townhouses will be approximately 22' in height and a mixture of patio style and walk-out basement construction.

It is our opinion that this development meets the town's comprehensive plan in several ways. The following are goals outlined in the comprehensive plan and a brief description of how this development and rezoning will meet the town's plan for growth.

Resource Protection-

Protect Natural Resources – By clustering residential apartment on lands that do not have significant natural resources this will reduce the development pressure to build new homes in other areas of the town. Therefore, this may preserve natural resources in other areas of the Town.

Limit Expansion of utilities – This development has a public water and sewer available to the site. There is plan for utility extension within this development. The site is located entirely within existing sewer and water districts. No special districts will need to be formed for the new townhomes.

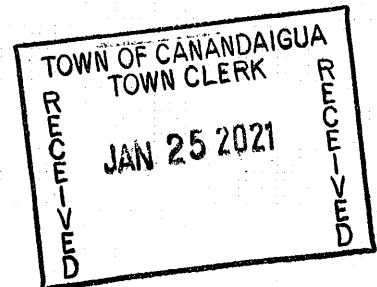
Housing –

Support future residential growth that makes Canandaigua livable for people of all ages, abilities, and income levels. – This development provides residential housing to meet the demand for housing middle income and retired families.

We hope that our application to change the zoning as outlined above for the subject parcels is accepted. This development meets not only the intent of the comprehensive plan, but also the ever-increasing housing demand within the Town. As always please feel free to contact myself with questions or concerns.

Sincerely,

Brennan Marks, PE
Marks Engineering, P.C.
bmarks@marksengineering.com
(585)905-0360



Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

***** RECEIPT *****

Date: 01/25/21

Receipt#: 70345

Quantity	Transactions	Reference	Subtotal
1	Site Development	295	\$50.00
Total Paid:			\$50.00

Notes:

Payment Type	Amount	Paid By
CK #1756	\$50.00	Marks Engineering

Name: Eiffert, Alt Contractors For Carol
3535 State Route 364
Canandaigua, NY 14424

Clerk ID: JEC

Internal ID: 295

PETITION TO AMEND THE OFFICIAL ZONING MAP

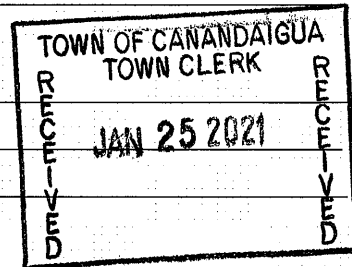
To the Town Board of the Town of Canandaigua, Ontario County, New York
MIXED USE OVERLAY DISTRICT

1. Name and Address of the Applicant: ALT CONTRACTORS LLC, ANGELO LICCIARDELLO
8242 EAST BLUFF DRIVE, PENN YAN, NY 14527

Applicant Telephone and E-mail Address: ALHUNTER@ROCHESTER.RR.COM 585-820-0930

2. Name and Address of Applicant's Attorney (if applicable): _____

Attorney Telephone and E-mail Address: _____



3. Interest of Applicant in Property: FUTURE OWNER/DEVELOPER

4. Name and Address of Property Owner, if different: CAROL EIFFERT, 3523 ABBEY RD
CANANDAIGUA, NY 14424

Owner Telephone and E-mail Address: _____

5. Subject Property Address and Tax Map Number: TM# 98.19-1-20.100, 3535 EAST LAKE RD
CANANDAIGUA, NY

6. Current Zoning and MUO Classification: R-1-20 , MUO-3

7. Requested Amended Zoning Classification: MUO-3

8. Existing Land Use and/or Buildings: VACANT

9. Proposed Land Use and/or Buildings: MIXED USE, MULTI-RESIDENTIAL APARTMENTS
& SINGLE FAMILY RESIDENTIAL

Signature of Applicant / Date: Authentisign
Carol Eiffert, Eric Eiffert POA 12/28/2020 SIGN HERE
12/28/2020 7:45:13 PM EST

OFFICE USE ONLY

Date Filed: _____ Date Referred to Planning Board: _____

Planning Board Action: _____

Publication: (dates) _____ (location) _____

Notice Mailing Date (attach mailing list): _____

Hearing: (date) _____ (time) _____ (location) _____

Order: _____

December 28, 2020

Town of Canandaigua
5440 Route 5& 20 West
Canandaigua, NY 14424

To Whom It May Concern,

This letter serves as affirmation that the landowner (owner) of 3535 East Lake Rd (County Rd 11), Town of Canandaigua, Carol Eiffert, has granted ATL Contractors LLC, Angelo Licciardello (developer), permission to petition the Town of Canandaigua for Mixed Use Overlay Zoning Amendment and apply for Site Plan Review for the subject property. The developer also give permission to Marks Engineering, P.C., Brennan Marks (Engineer) permission to be a representative for the developer to the Town and New York State.

Authentisign
Carol Eiffert, Eric Eiffert POA
12/28/2020 7:45:17 PM EST

Angelo Licciardello
ATL Contractors LLC.
8242 East Bluff Drive
Penn Yan, NY 14527

Date 12/28/2020

SIGN HERE

Authentisign
Carol Eiffert, Eric Eiffert POA
12/28/2020 7:45:20 PM EST

Carol Eiffert
3523 Abbey Rd
Canandaigua, NY 14424

Date 12/28/2020

SIGN HERE

B. Marks

Brennan Marks
Marks Engineering, P.C.
42 Beeman St.
Canandaigua, NY 14424

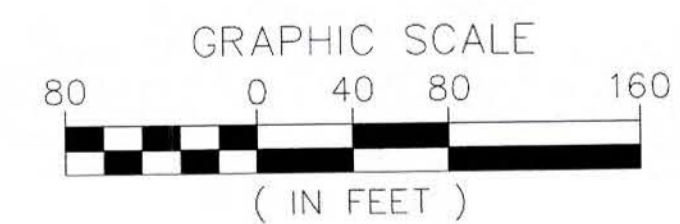
Date 12/28/2020

TOWN OF CANANDAIGUA
TOWN CLERK
JAN 25 2021
GMC-MONTA GMC-MONTA



- SITE NOTES:
- 1.) EXISTING ZONING: MU OVERLAY DISTRICT (UNDERLYING ZONING WITHIN DISTRICT IS R-1-20)
 - 2.) PROPOSED USE: 29 MULTI-FAMILY APARTMENT BUILDINGS
 - 3.) LOT SIZE: ±33.25 ACRES
 - 4.) GREEN SPACE : ±39%
 - 5.) DENSITY: 3.5 UNITS PER ACRE
 - 6.) LOT STANDARDS:

	R-1-20	PROPOSED
SETBACKS:		
FRONT	60'	25'
-ALONG EAST LAKE ROAD	60'	60'
REAR	40'	25'
SIDE	25'	25'
BETWEEN BUILDINGS	NA	MIN 15'



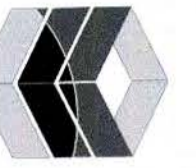
CONCEPT

NOT FOR CONSTRUCTION

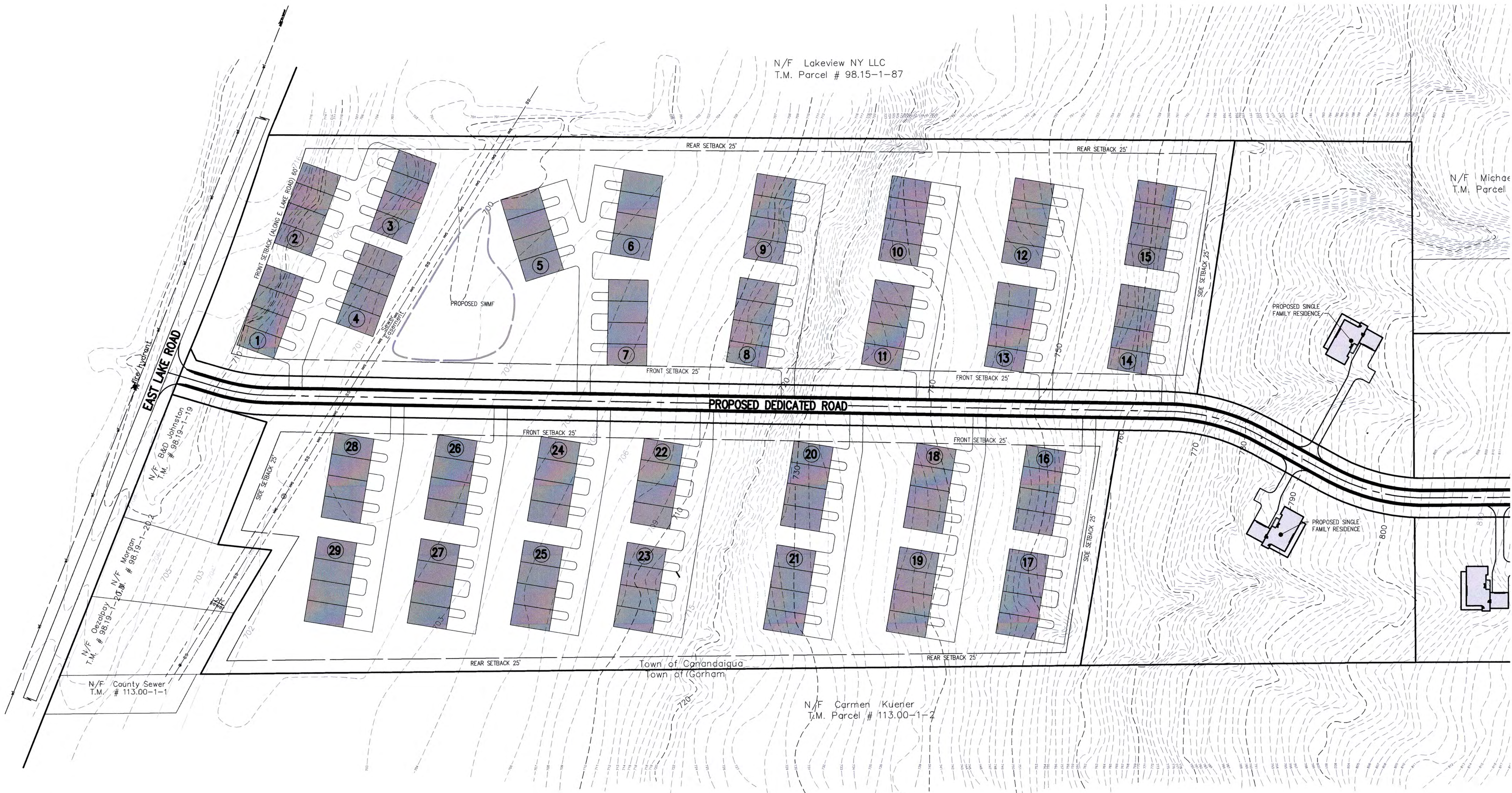
SKETCH PLANS PREPARED FOR:
ANGELO LICCIARDELLO
29 MULTI-FAMILY APARTMENT BUILDINGS
SHOWING LAND IN:
3535 EAST LAKE ROAD
TOWN OF CANANDAIGUA
STATE OF NEW YORK
COUNTY OF ONTARIO

REVISIONS AND APPROVALS

NO.	DATE	DESCRIPTION OF REVISION OR APPROVAL	BY



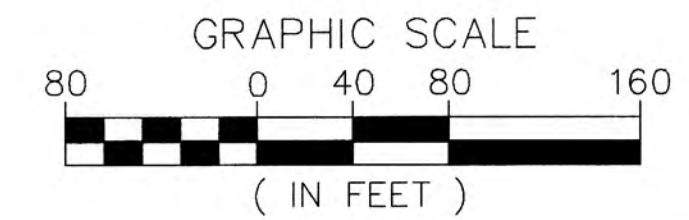
Marks Engineering
2 BEDFORD ST.
CANANDAIGUA, NY 14424
www.marksengineering.com
Phone: 815.485.0880
Fax: 815.485.0881
Email: info@marksengineering.com



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BETWEEN BUILDINGS	NA	MIN 15'



NOT FOR CONSTRUCTION

CONCEPT

MARKS ENGINEERING

41 BEEBAMST
CANANDAIGUA, NY 14606
www.marksengineering.com

Phone: 585-965-0380
Fax: 585-485-6225
marks@marksengineering.com

STATE OF NEW YORK
COUNTY OF ONTARIO

SKETCH PLANS PREPARED FOR:
ANGELO LICCIARDELLO
29 MULTI-FAMILY APARTMENT BUILDINGS

SHOWING LAND IN:
3535 EAST LAKE ROAD
TOWN OF CANANDAIGUA

TOWN OF CANANDAIGUA
TOWN CLERK
JAN 25 2021

REVISIONS AND APPROVALS

NO.	DATE	DESCRIPTION OF REVISION OR APPROVAL BY

DRAWING TITLE:

DRAWN BY:	LGR
DESIGNED BY:	BAM
CHECKED BY:	BAM
SCALE:	1"=80'
JOB NO.:	20-243
DATE:	01/15/21
TAX MAP#:	98.19-01-20.10

GFI'S RESERVED PLANS SHALL NOT BE COPIED OR ALTERED IN ANYWAY WITHOUT WRITTEN PERMISSION FROM MARKS ENGINEERING, P.C. ALL PLANS ARE PART OF AN AGREEMENT THAT IS SUBJECT TO TERMS AND CONDITIONS PUBLISHED ON WWW.MARKSENGINEERING.COM

ATTACHMENT 17

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Outhouse Park West, Park Improvements Project		
Project Location (describe, and attach a general location map): Outhouse Road, Town of Canandaigua (Approximately 0.2 miles South of North Street), T.A. # 83.00-1-32.220		
Brief Description of Proposed Action (include purpose or need): The Town of Canandaigua is proposing to develop Outhouse Park West for park purposes along the west side of Outhouse Road with one full size soccer field, an ADA playground, and a bathroom building with an attached picnic shelter. Eight (8) foot wide stone dust trails wind around and throughout the park and connect to the concrete walks around the perimeter of the playground. Landscaping will be installed throughout to provide screening, shade and aesthetics. These improvements will enhance the Town Park at Outhouse Park West.		
Name of Applicant/Sponsor: Town of Canandaigua Town Board	Telephone: 585-394-1120	E-Mail: dfinch@townofcanandaigua.org
Address: 5440 Route 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Project Contact (if not same as sponsor; give name and title/role): Doug Finch, Town Manager	Telephone: 585-394-1120	E-Mail: dfinch@townofcanandaigua.org
Address: 5440 Route 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board	Pending
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Canandaigua Highway Department	Pending
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Ontario County Planning Board, Canandaigua County Sewer District	Pending
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEC, DOH, Ag & Markets, SHPO	Pending
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE	Pending
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
Town of Canandaigua Parks and Recreation Master Plan 2018 - 2028	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
AR-2 - Agricultural Rural Residential 2-Acre Lots

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Canandaigua City School District

b. What police or other public protection forces serve the project site?
Ontario County Sheriff, New York State Troopers, Canandaigua City Police Department

c. Which fire protection and emergency medical services serve the project site?
Cheshire Fire Department, Canandaigua Emergency Squad, Fingerlakes Ambulance, Canandaigua City Fire Department

d. What parks serve the project site?
Richard P. Outhouse Memorial Park, Frank Baker Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Recreation, Park

b. a. Total acreage of the site of the proposed action? 74.8 acres
b. Total acreage to be physically disturbed? 11.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 74.8 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: 6 months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____ 1

ii. Dimensions (in feet) of largest proposed structure: _____ 20 height; _____ 122.5 width; and _____ 36.5 length

iii. Approximate extent of building space to be heated or cooled: _____ 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ +/- 1,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: Canandaigua Water District - Extension 36
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 1,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: City of Canandaigua Wastewater Treatment Plant
- Name of district: Canandaigua Lake County Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

 6" sanitary sewer lateral to the bathroom _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 2.1 acres (impervious surface)
 _____ Square feet or 74.8 acres (parcel size)
- Describe types of new point sources. Proposed playground, structures, sidewalks, parking lots and driveways
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
Three (3) Bioretention facilities are being proposed to treat the required water quality volume of the site.

- If to surface waters, identify receiving water bodies or wetlands: _____
Unnamed tributary of Sucker Brook
- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am-5pm _____ • Saturday: _____ Only As Needed _____ • Sunday: _____ Only As Needed _____ • Holidays: _____ Only As Needed _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Daylight Hours _____ • Saturday: _____ Daylight Hours _____ • Sunday: _____ Daylight Hours _____ • Holidays: _____ Daylight Hours _____
---	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Construction vehicles and operations will temporarily increase the ambient noise levels. Once construction is complete, there will be no net increase in the noise levels.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 Building Security Lighting only

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____
 Construction vehicles and operations will temporarily increase the odor levels. Once construction is complete, there will be no net increase in the odor levels.

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): Parkland

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	+/- 2.1	+ (+/- 2.1)
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	+/- 11	+/- 7.6	- (+/- 3.4)
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	+/- 0.1	+/- 0.2	+ (+/- 0.1)
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Grass Soccer Field</u>	0	+/- 1.2	+ (+/- 1.2)

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: Richard P. Outhouse Memorial Park (Outhouse Park East)

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:
Happiness House - Abilities Partnership Foundation

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Rhinebeck Silty Clay Loam (0-3%)	_____	42.4 %
Odessa Silty Clay Loam (3-8%)	_____	29.1 %
Ovid Silt Loam (3-8%)	_____	27.9 %

d. What is the average depth to the water table on the project site? Average: _____ +/- 1 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 898-222 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ Migratory Birds _____ Deer _____ Squirals _____	_____ _____ _____
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: <u>ONTA001</u>	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: <u>Canandaigua Lake, Auburn Trail, Outhouse Park East, Tichenor Point, Kershaw Park, Canandaigua State Marine Park</u>	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Lake, Trail, State and Local Parks</u>	
<i>iii.</i> Distance between project and resource: _____ <5 miles miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Doug Finch, Town of Canandaigua Date March 15, 2021

Signature  Title Town Manager



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	898-222
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ONTA001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

THE TOWN OF CANANDAIGUA
OUTHOUSE PARK WEST, PARK IMPROVEMENT PROJECT

ONTARIO COUNTY, NEW YORK 14424

**STATE ENVIRONMENTAL QUALITY REVIEW
(SEQR)
SUPPORTING INFORMATION**

APRIL 2021

Prepared by



THE CULVER ROAD ARMORY
145 CULVER ROAD, SUITE 160, ROCHESTER, NEW YORK 14620
TELEPHONE: (585) 381-9250 FACSIMILE: (585) 381-1008

Note: All potential impacts that have been identified in the Full EAF Part 2 as No or Small Impacts have been described in this document. Numbering is consistent as outlined in Full EAF Part 2.

1. **IMPACT OF LAND** – The proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
 - a. *The proposed action may involve construction on land where depth to water table is less than 3 feet.*
 - The project will occur in areas where the depth to the water table will be ± 1 below the surface according to the USDA Natural Resources Conservation Service - Web Soil Survey. Appropriate dewatering measures and drainage measures will be installed during construction. The project will meet all NYS Department of Environmental Conservation (NYSDEC) requirements to assure that erosion and sedimentation are managed throughout the construction phase of the project and all water quality practices required are in place.
 - f. *The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides)*
 - Portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time during construction. The site will be susceptible to potential erosion with the potential of discharge of sediment into the existing waterways. Approved erosion and sediment control measures as outlined in the design plans will be implemented during construction. Erosion and sediment control measures will be inspected to ensure proper installation and function throughout the construction project.

3. **IMPACTS ON SURFACE WATER** - The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)
 - d. *The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.*
 - The proposed action may require directional drilling along County Road 10 underneath a Federal and State Class C stream (898-194). The proposed action is expected to have minimal to no impact. Please see the attached New York State Department of Environmental Conservation Wetland Mapping, and U.S. Fish and Wildlife Service National Wetlands Inventory Map. We have begun coordination with NYS Department of Environmental Conservation and U.S. Army Corps of Engineers in regards to the proposed directional driving underneath the waterbodies listed above.

- e. *The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.*
 - The project involves directional drilling underneath State and Federal Wetlands, and a stream. Potential impacts to these waterbodies will be minimized through the use of erosion and sediment controls designed in accordance with the 2016 New York Standards and Specifications for Erosion and Sediment Control, and in accordance with the Stormwater Pollution Prevention Plan (SWPPP) prepared for this project.
 - h. *The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.*
 - Portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time during construction. The site will be susceptible to potential erosion with the potential of discharge of sediment into the existing waterways. Approved erosion and sediment control measures as outlined in the design plans will be implemented during construction. Erosion and sediment control measures will be inspected to ensure proper installation and function throughout the construction project.
 - i. *The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.*
 - The site will be susceptible to potential erosion during construction with the potential of discharge of sediment into the existing waterways. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared and all erosion and control measures will be designed and installed per the requirements set forth in the latest edition (2016) of the New York Standards and Specifications for Erosion and Sediment Control. These control measures as outlined in the SWPPP will be implemented during construction.
- 4. IMPACT ON GROUNDWATER** - The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
- h. *Other Impacts: Connection to existing water supply.*
 - The proposed project will involve connection to the existing water supply along Outhouse Road in the existing Canandaigua Water District – Extension 36. The existing system has capacity to service the site concessions, restrooms, and on-site hydrant. During construction the site will be susceptible to potential erosion and sediment discharge into existing waterways. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared and all erosion and control measures will be designed and installed per the requirements set forth in the latest edition (2016) of the New York Standards and Specifications for Erosion and Sediment Control. These control measures as outlined in the SWPPP will be implemented during construction.

8. IMPACT ON AGRICULTURAL RESOURCES - The proposed action may impact agricultural resources. (Part 1. E.3.a. and b.)

h. Other Impacts: Public Water Supply

- The proposed master meter to be located along the right-of-way of NYS Route 21 is located within Ontario County's Agricultural District 1, and is not expected to negatively impact the surrounding agricultural resources; however, coordination with New York State Agriculture and Markets will be completed as part of the permitting process and a Notice of Intent will be completed. The other project sites are not located within a designated Agricultural District.

10. IMPACT ON HISTORIC AND ARCHEOLOGICAL RESOURCES - The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.

- Coordination with SHPO resulted in a request for a Phase IA Archeological Study to be performed. The Town has secured an archeological specialist to perform the Phase IA Archeological Study and submitted to SHPO Cultural Resource Information System (CRIS) website for review. This process is currently underway and the Town Board will be updated when the report has been submitted and of any new response from SHPO.

13. IMPACT ON TRANSPORTATION - The proposed action may result in a change to existing transportation systems. (See Part 1.D.2.j)

f. Other impacts: During construction activities only.

- During construction some detours may need to be implemented; however, these impacts will be small to moderate and would be temporary in nature. Proper signage to help direct traffic and pedestrians safely around the construction zones will be provided.

15. IMPACT ON NOISE, ODOR, AND LIGHT - The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1.D.2.m.,n., and o)

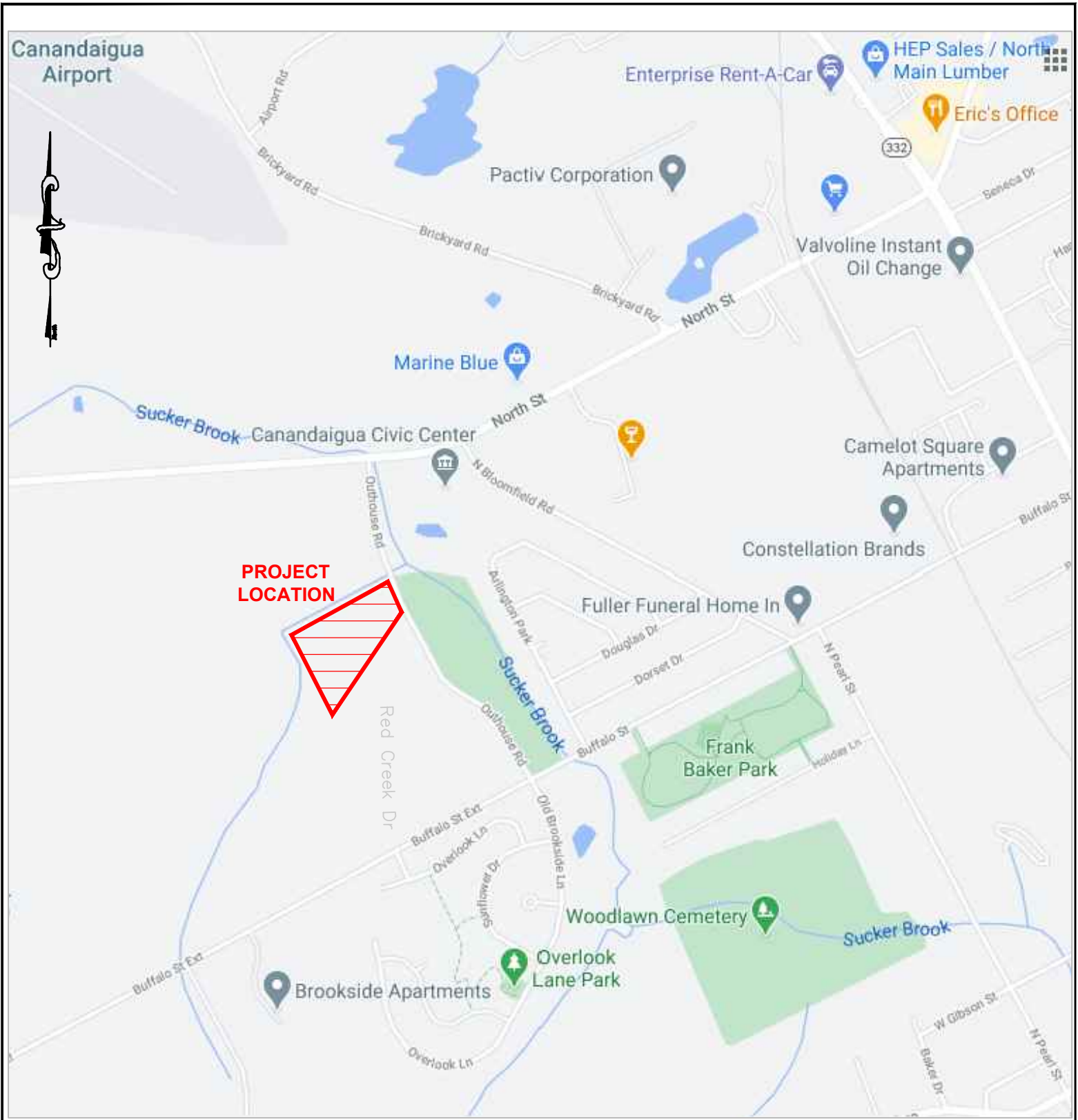
f. Other impacts: During construction activities only.

- During construction noise levels may exceed ambient conditions; however, these impacts will be small to moderate and would be temporary in nature. Construction activities would be limited to the days and times allowed by local regulation.

FIGURE A

PROJECT MAPS

- *PROJECT LOCATION MAP*
- *UTILITY, GRADING, AND EROSION CONTROL PLANS*
- *SHPO MAPS*
- *AGRICULTURAL DISTRICT MAPPING*
- *DEC ENVIRONMENTAL RESOURCE MAP*
- *SOIL MAPPING (NRCS)*
- *SHPO COORDINATION*



Project Name: **OUTHOUSE PARK WEST
TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK**

Project No. **0300.20002**

MRB | *group*

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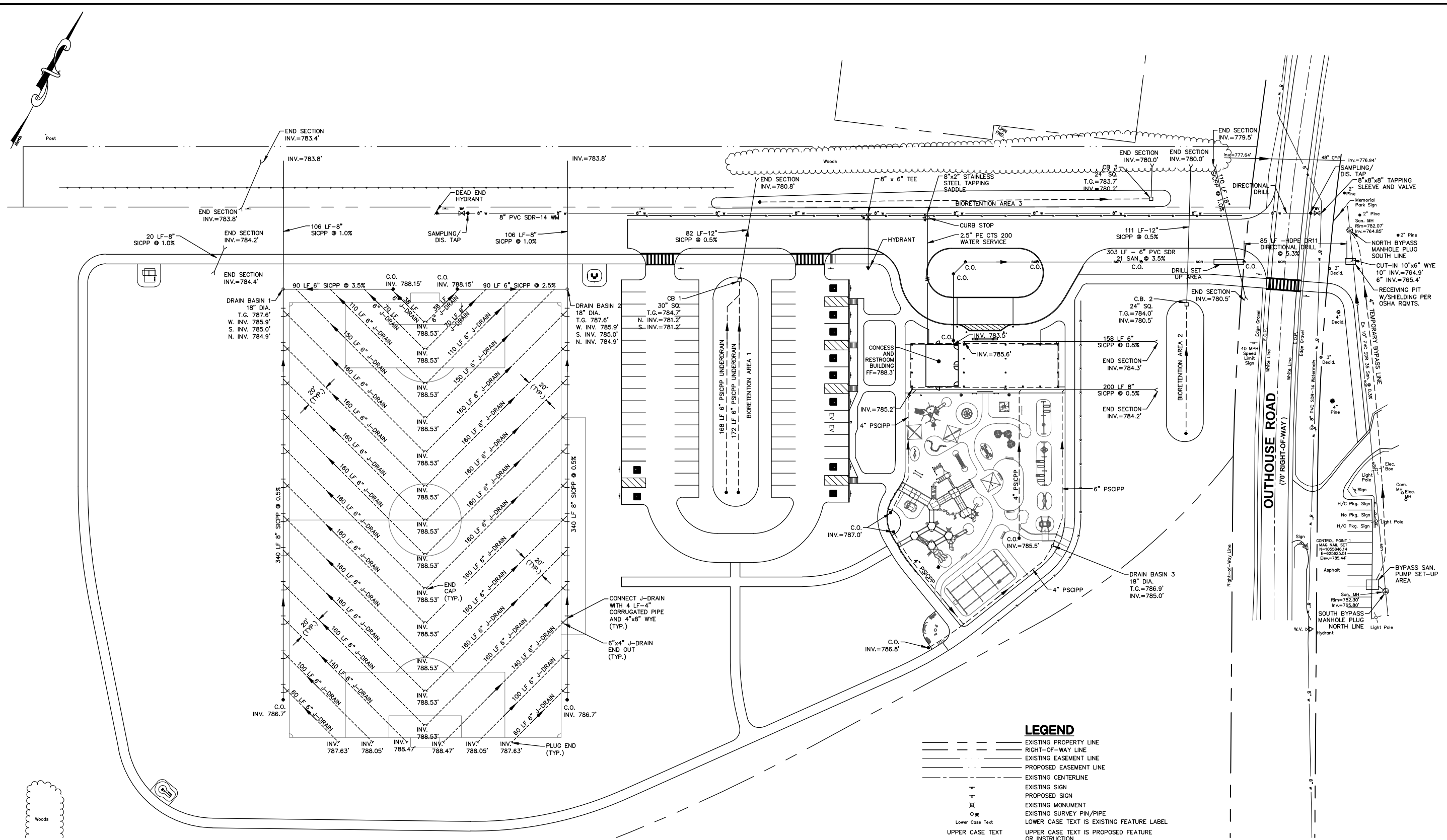
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Drawn By: SWS				
Checked By: TJF				
Scale: NTS				
Date: 1/2021	No.	Revisions	By	Date
Distribution:				

Sheet No. **FIGURE II.1**

Drawing of Origin: **--**

N:\0300_20002_00\Drawings\OutHouse West Basin - AFB.dwg, 2/25/2021 2:19:45 PM, eschilfz



HYDRANT FLOW TEST DATA:

VIRTUAL FLOW TEST DATA PROVIDED BY MRB GROUP FOR THE WEST END OF THE PROPOSED 8" WATERMAIN LOCATED WITHIN THE PARK.
STATIC PRESSURE = 141 PSI
RESIDUAL PRESSURE = 116 PSI
FLOW OBSERVED = 1,000 GPM
CALCULATED FLOW @ 200 PSI = 1,760 GPM
DEAD END HYDRANT ELEVATION = 786 FT.

THE PRESSURE AND FLOW DATA PROVIDED HEREIN REPRESENTS THE CALCULATED VALUES FOR THIS LOCATION IN THE DISTRIBUTION SYSTEM BASED ON TYPICAL LOW OPERATING CONDITIONS. THESE VALUES CAN VARY DEPENDING ON DEMANDS, OPERATIONAL PARAMETERS, SYSTEM CONFIGURATIONS, SUBSEQUENT MODIFICATIONS, AND OTHER RELATED CRITERIA.

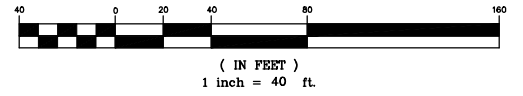
SANITARY SEWER BYPASS NOTES:

1. A SANITARY SEWER BYPASS SYSTEM SHALL BE PROVIDED DURING THE INSTALLATION OF THE 10"x6" WYE.
2. THE 10" SEWER MAIN TO RECEIVE THE CUT-IN WYE SHALL HAVE WATERTIGHT PLUGS INSTALLED AT BOTH ENDS IN THE UPSTREAM AND DOWNSTREAM MANHOLES.
3. A 4" DRY PRIME SUCTION LIFT PUMP SHALL BE SET UP AT THE SOUTH MANHOLE TO CONVEY SANITARY SEWAGE TO THE MANHOLE IMMEDIATELY NORTH OF THE CUT-IN WYE.
4. THE PUMP SHALL BE CAPABLE OF A SUCTION LIFT OF AT LEAST 20', A MINIMUM FLOW RATE 230 GPM, SOLIDS HANDLING OF UP TO 1.8" AND A SCREENED INLET FOR LARGER SOLIDS. AN ACCEPTABLE PUMP IS A GODWIN DR-PRIME CD100M, OR EQUAL.
5. IT IS RECOMMENDED THAT THE CUT-IN AND BYPASS PUMPING OCCUR DURING OFF-PEAK SANITARY FLOW HOURS.

LEGEND

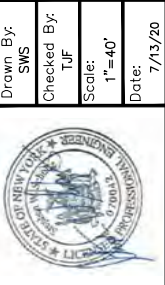
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- - - RIGHT-OF-WAY LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING CENTERLINE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING MONUMENT
- EXISTING SURVEY PIN/PIPE
- LOWER CASE TEXT IS EXISTING FEATURE LABEL
- UPPER CASE TEXT IS PROPOSED FEATURE OR INSTRUCTION
- g --- EXISTING GAS
- ug e --- EXISTING UNDERGROUND ELECTRIC
- oh e --- EXISTING OVERHEAD ELECTRIC
- ug t --- EXISTING UNDERGROUND COMMUNICATION
- st --- EXISTING STORM SEWER & MANHOLE
- son --- PROPOSED STORM SEWER, CBMH & CB
- son --- EXISTING SANITARY SEWER & MANHOLE
- son --- PROPOSED SANITARY SEWER, MH & CO
- EXISTING WATERMAIN & HYDRANT
- PROPOSED WATERMAIN, VALVE, HYDRANT & THRUST BLOCK
- UTILITY POLE
- TREE LINE, DECIDUOUS TREE & PINE TREE

GRAPHIC SCALE



1	NO.	Revisions and Descriptions	By	Date
1				
2				
3				

Project Title: **OUTHOUSE PARK WEST TOWN OF CANANDAIGUA ONTARIO COUNTY, NEW YORK**
Drawing Title: **UTILITY PLAN**
Drawn By: SWS
Checked By: Tuf
Scale: 1"=40'
Date: 7/13/20



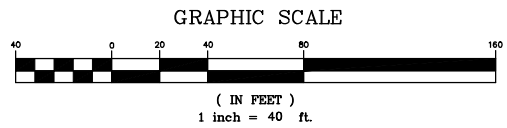
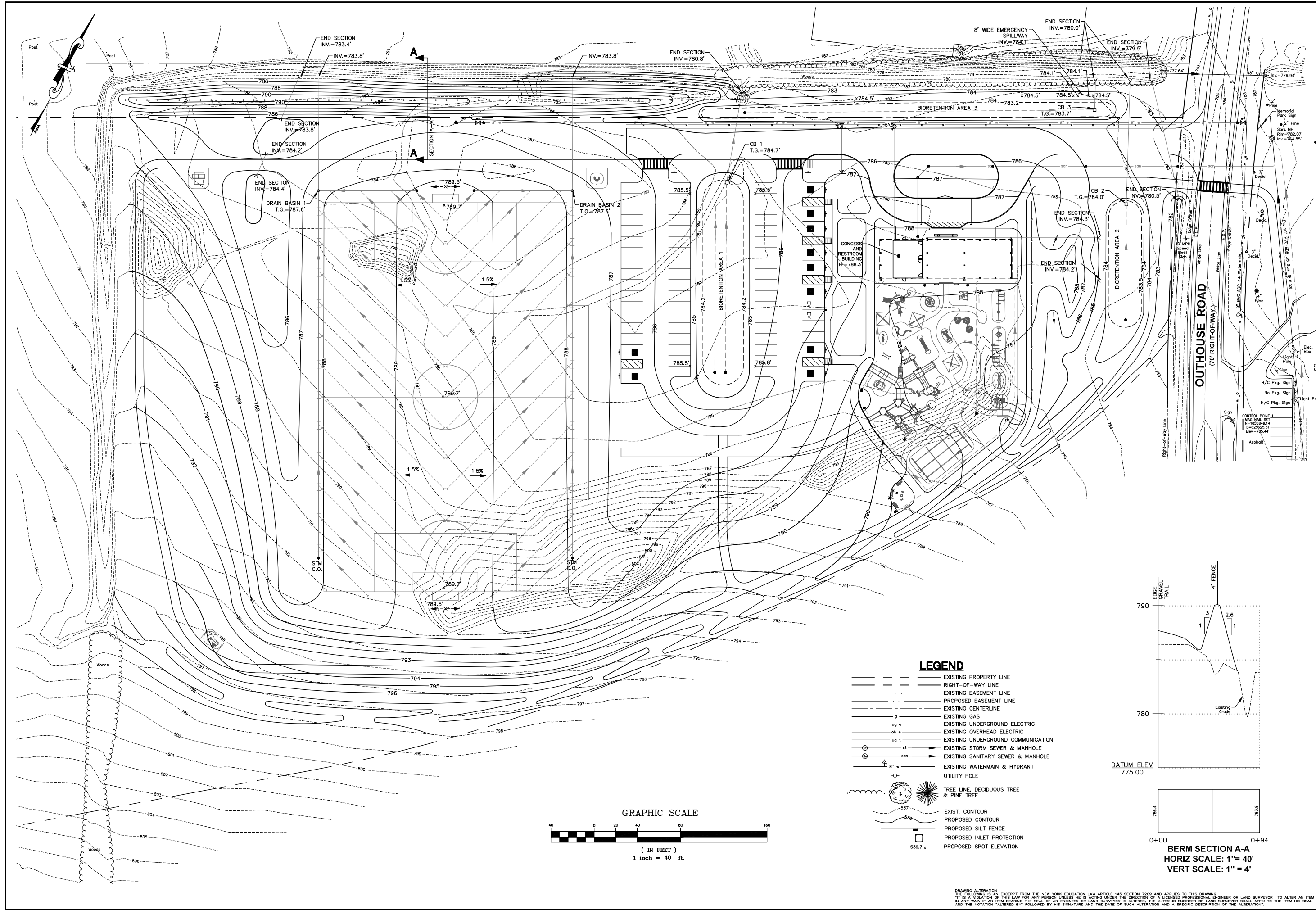
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Sheet No. **G-2**
2 of **10**
Project No. **0300.20002**

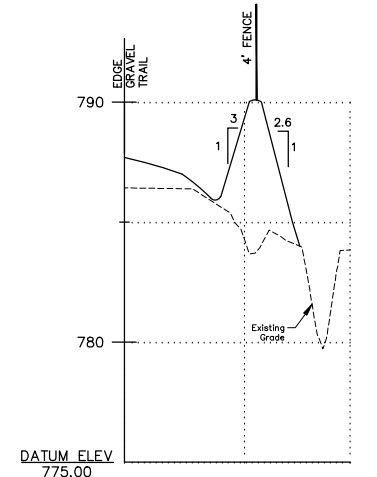
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N:\0300.2000.00\Drawings\Outhouse West Base - AFB.dwg, 2/25/2021 2:20:09 PM, eschm.fz



- LEGEND**
- EXISTING PROPERTY LINE
 - - - RIGHT-OF-WAY LINE
 - - - EXISTING EASEMENT LINE
 - - - PROPOSED EASEMENT LINE
 - - - EXISTING CENTERLINE
 - g EXISTING GAS
 - ue e EXISTING UNDERGROUND ELECTRIC
 - oh e EXISTING OVERHEAD ELECTRIC
 - ut t EXISTING UNDERGROUND COMMUNICATION
 - st EXISTING STORM SEWER & MANHOLE
 - son EXISTING SANITARY SEWER & MANHOLE
 - EXISTING WATERMAIN & HYDRANT
 - o UTILITY POLE
 - o TREE LINE, DECIDUOUS TREE & PINE TREE
 - o EXIST. CONTOUR
 - o PROPOSED CONTOUR
 - o PROPOSED SILT FENCE
 - o PROPOSED INLET PROTECTION
 - o PROPOSED SPOT ELEVATION



BERM SECTION A-A
HORIZ SCALE: 1"=40'
VERT SCALE: 1"=4'

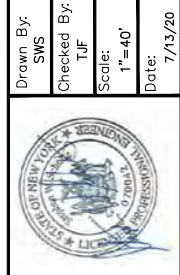
No.	Revisions and Descriptions	By	Date
1.	Multiple Revisions	SWS	1/6/21
2.	REVISIONS TO PLAYGROUND, GRADING & WATER	SWS	2/15/21
3.	REVISED PER ONTARIO COUNTY SENIOR	SWS	2/24/21

Project Title: **OUTHOUSE PARK WEST
TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK**

Drawing Title: **GRADING PLAN**

Scale: 1"=40'

Date: 7/13/20



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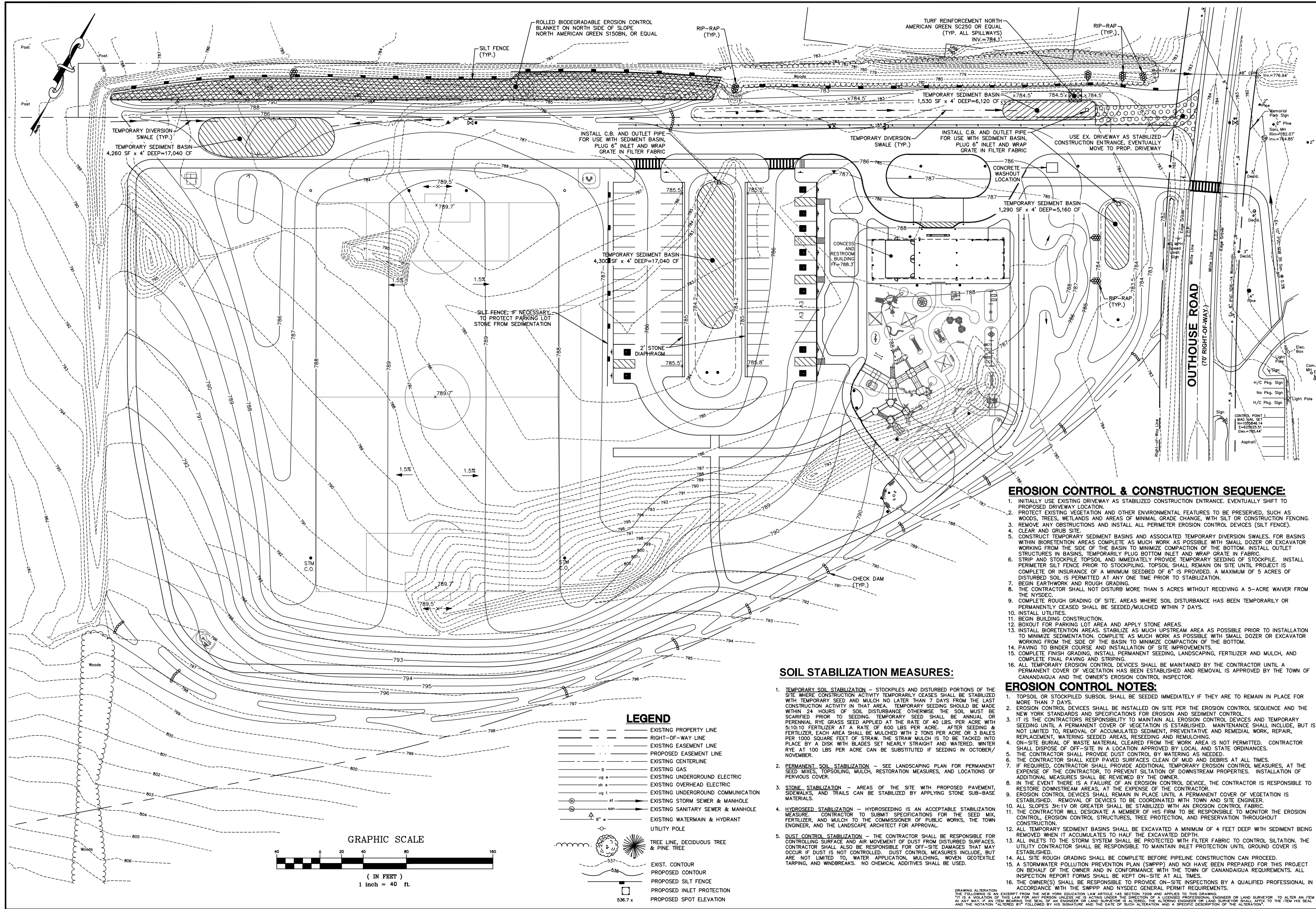
Sheet No. **G-3**
3 of **10**

Project No. **0300.20002**

DRAWING ALTERATION
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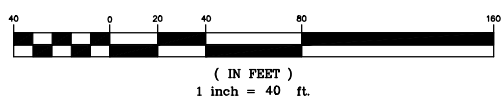
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LEGEND

- EXISTING PROPERTY LINE
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- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING CENTERLINE
- g EXISTING GAS
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- oh e EXISTING OVERHEAD ELECTRIC
- up t EXISTING UNDERGROUND TELEPHONE
- st EXISTING STORM SEWER & MANHOLE
- san EXISTING SANITARY SEWER & MANHOLE
- 8" w EXISTING WATERMAIN & HYDRANT
- UTILITY POLE
- TREE LINE, DECIDUOUS TREE & PINE TREE
- EXIST. CONTOUR
- PROPOSED CONTOUR
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED SPOT ELEVATION

GRAPHIC SCALE



EROSION CONTROL & CONSTRUCTION SEQUENCE:

1. INITIALLY USE EXISTING DRIVEWAY AS STABILIZED CONSTRUCTION ENTRANCE. EVENTUALLY SHIFT TO PROPOSED DRIVEWAY LOCATION.
2. PROTECT EXISTING VEGETATION AND OTHER ENVIRONMENTAL FEATURES TO BE PRESERVED, SUCH AS WOODS, TREES, WETLANDS AND AREAS OF MINIMAL GRADE CHANGE, WITH SILT OR CONSTRUCTION FENCING.
3. REMOVE ANY OBSTRUCTIONS AND INSTALL ALL PERIMETER EROSION CONTROL DEVICES (SILT FENCE), CLEAR AND GRUB SITE.
4. CONSTRUCT TEMPORARY SEDIMENT BASINS AND ASSOCIATED TEMPORARY DIVERSION SWALES. FOR BASINS WITH BIOTENTION AREAS COMPLETE AS MUCH WORK AS POSSIBLE WITH SMALL DOZER OR EXCAVATOR WORKING FROM THE SIDE OF THE BASIN TO MINIMIZE COMPACTION OF THE BOTTOM. INSTALL OUTLET STRUCTURES BASINS. TEMPORARILY PLUG BOTTOM INLET AND WRAP GRATE IN FABRIC.
5. STRIP AND STOCKPILE TOPSOIL AND IMMEDIATELY PROVIDE TEMPORARY SEEDING OF STOCKPILE. INSTALL PERIMETER SILT FENCE PRIOR TO STOCKPILING. TOPSOIL SHALL REMAIN ON SITE UNTIL PROJECT IS COMPLETE OR INSURANCE OF A MINIMUM SEEDBED OF 6" IS PROVIDED. A MAXIMUM OF 5 ACRES OF DISTURBED SOIL IS PERMITTED AT ANY ONE TIME PRIOR TO STABILIZATION.
6. BEGIN EARTHWORK AND ROUGH GRADING.
7. THE CONTRACTOR SHALL NOT DISTURB MORE THAN 5 ACRES WITHOUT RECEIVING A 5-ACRE WAIVER FROM THE NYSDEC.
8. COMPLETE ROUGH GRADING OF SITE. AREAS WHERE SOIL DISTURBANCE HAS BEEN TEMPORARILY OR PERMANENTLY CEASED SHALL BE SEEDED/MULCHED WITHIN 7 DAYS.
9. INSTALL UTILITIES.
10. BEGIN BUILDING CONSTRUCTION.
11. BOXOUT FOR PARKING LOT AREA AND APPLY STONE AREAS.
12. INSTALL BIOTENTION AREAS. STABILIZE AS MUCH UPSTREAM AREA AS POSSIBLE PRIOR TO INSTALLATION TO MINIMIZE SEDIMENTATION. COMPLETE AS MUCH WORK AS POSSIBLE WITH SMALL DOZER OR EXCAVATOR WORKING FROM THE SIDE OF THE BASIN TO MINIMIZE COMPACTION OF THE BOTTOM.
13. PAVING TO BINDER COURSE AND INSTALLATION OF SITE IMPROVEMENTS.
14. COMPLETE FINISH GRADING, INSTALL PERMANENT SEEDING, LANDSCAPING, FERTILIZER AND MULCH, AND COMPLETE FINAL PAVING AND STRIPING.
15. ALL TEMPORARY EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL A PERMANENT COVER OF VEGETATION HAS BEEN ESTABLISHED AND REMOVAL IS APPROVED BY THE TOWN OF CANANDAIGUA AND THE OWNER'S EROSION CONTROL INSPECTOR.

SOIL STABILIZATION MEASURES:

1. **TEMPORARY SOIL STABILIZATION** - STOCKPILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH NO LATER THAN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. TEMPORARY SEEDING SHOULD BE MADE WITHIN 24 HOURS OF SOIL DISTURBANCE OTHERWISE THE SOIL MUST BE SCARIFIED PRIOR TO SEEDING. TEMPORARY SEED SHALL BE ANNUAL OR PERENNIAL RYE GRASS SEED APPLIED AT THE RATE OF 40 LBS. PER ACRE WITH 5:10:10 FERTILIZER AT A RATE OF 600 LBS PER ACRE. AFTER SEEDING & FERTILIZER, EACH AREA SHALL BE MULCHED WITH 2 TONS PER ACRE OR 3 BALES PER 1000 SQUARE FEET OF STRAW. THE STRAW MULCH IS TO BE TACKED INTO PLACE BY A DISK WITH BLADES SET NEARLY STRAIGHT AND WATERED. WINTER RYE AT 100 LBS PER ACRE CAN BE SUBSTITUTED IF SEEDING IN OCTOBER/NOVEMBER.
2. **PERMANENT SOIL STABILIZATION** - SEE LANDSCAPING PLAN FOR PERMANENT SEED MIXES, TOPSOILING, MULCH, RESTORATION MEASURES, AND LOCATIONS OF PVIOUS COVER.
3. **STONE STABILIZATION** - AREAS OF THE SITE WITH PROPOSED PAVEMENT, SIDEWALKS, AND TRAILS CAN BE STABILIZED BY APPLYING STONE SUB-BASE MATERIALS.
4. **HYDROSEED STABILIZATION** - HYDROSEEDING IS AN ACCEPTABLE STABILIZATION MEASURE. CONTRACTOR TO SUBMIT SPECIFICATIONS FOR THE SEED MIX, FERTILIZER, AND MULCH TO THE COMMISSIONER OF PUBLIC WORKS, THE TOWN ENGINEER, AND THE LANDSCAPE ARCHITECT FOR APPROVAL.
5. **DUST CONTROL STABILIZATION** - THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING SURFACE AND AIR MOVEMENT OF DUST FROM DISTURBED SURFACES. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OFF-SITE DAMAGES THAT MAY OCCUR IF DUST IS NOT CONTROLLED. DUST CONTROL MEASURES INCLUDE, BUT ARE NOT LIMITED TO, WATER APPLICATION, MULCHING, WOVEN GEOTEXTILE TARPING, AND WINDBREAKS. NO CHEMICAL ADDITIVES SHALL BE USED.

EROSION CONTROL NOTES:

1. TOPSOIL OR STOCKPILED SUBSOIL SHALL BE SEEDED IMMEDIATELY IF THEY ARE TO REMAIN IN PLACE FOR MORE THAN 7 DAYS.
2. EROSION CONTROL DEVICES SHALL BE INSTALLED ON SITE PER THE EROSION CONTROL SEQUENCE AND THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL EROSION CONTROL DEVICES AND TEMPORARY SEEDING UNTIL A PERMANENT COVER OF VEGETATION IS ESTABLISHED. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO, REMOVAL OF ACCUMULATED SEDIMENT, PREVENTATIVE AND REMEDIAL WORK, REPAIR, REPLACEMENT, WATERING SEEDED AREAS, RESEEDING AND REMULCHING.
4. ON-SITE BURIAL OF WASTE MATERIAL CLEARLY FROM THE WORK AREA IS NOT PERMITTED. CONTRACTOR SHALL DISPOSE OF OFF-SITE IN A LOCATION APPROVED BY LOCAL AND STATE ORDINANCES.
5. THE CONTRACTOR SHALL PROVIDE DUST CONTROL BY WATERING AS NEEDED.
6. THE CONTRACTOR SHALL KEEP PAVED SURFACES CLEAN OF MUD AND DEBRIS AT ALL TIMES.
7. IF REQUIRED, CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES. AT THE EXPENSE OF THE CONTRACTOR, TO PREVENT SILTATION OF DOWNSTREAM PROPERTIES. INSTALLATION OF ADDITIONAL MEASURES SHALL BE REVIEWED BY THE OWNER.
8. IN THE EVENT THERE IS A FAILURE OF AN EROSION CONTROL DEVICE, THE CONTRACTOR IS RESPONSIBLE TO RESTORE DOWNSTREAM AREAS, AT THE EXPENSE OF THE CONTRACTOR.
9. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL A PERMANENT COVER OF VEGETATION IS ESTABLISHED. REMOVAL OF DEVICES TO BE COORDINATED WITH TOWN AND STATE ENGINEER.
10. ALL SLOPES 3H:1V OR GREATER SHALL BE STABILIZED WITH AN EROSION CONTROL FABRIC.
11. THE CONTRACTOR WILL DESIGNATE A MEMBER OF HIS FIRM TO BE RESPONSIBLE TO MONITOR THE EROSION CONTROL CONTROL STRUCTURES, TREE PROTECTION, AND PRESERVATION THROUGHOUT CONSTRUCTION.
12. ALL TEMPORARY SEDIMENT BASINS SHALL BE EXCAVATED A MINIMUM OF 4 FEET DEEP WITH SEDIMENT BEING REMOVED WHEN IT ACCUMULATES TO HALF THE EXCAVATED DEPTH.
13. ALL INLETS TO THE STORM SYSTEM SHALL BE PROTECTED WITH FILTER FABRIC TO CONTROL SILTATION. THE UTILITY CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN INLET PROTECTION UNTIL GROUND COVER IS ESTABLISHED.
14. ALL SITE ROUGH GRADING SHALL BE COMPLETE BEFORE PIPELINE CONSTRUCTION CAN PROCEED.
15. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND NOI HAVE BEEN PREPARED FOR THIS PROJECT ON BEHALF OF THE OWNER AND IN CONFORMANCE WITH THE TOWN OF CANANDAIGUA REQUIREMENTS. ALL INSPECTION REPORT FORMS SHALL BE KEPT ON-SITE AT ALL TIMES.
16. THE OWNER(S) SHALL BE RESPONSIBLE TO PROVIDE ON-SITE INSPECTIONS BY A QUALIFIED PROFESSIONAL IN ACCORDANCE WITH THE SWPPP AND NYSDEC GENERAL PERMIT REQUIREMENTS.

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3	REVISED PER ONTARIO COUNTY SENIOR	SWS	2/24/21
2	REVISIONS TO PLAYGROUND, GRADING & WATER	TJF	2/15/21
1	MULTIPLE REVISIONS UPDATES 8/20/20-1/6/21	SWS	1/6/21
No.	Revisions and Descriptions	By	Date

Project Title:
OUTHOUSE PARK WEST
TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK

Drawing Title:
EROSION CONTROL PLAN

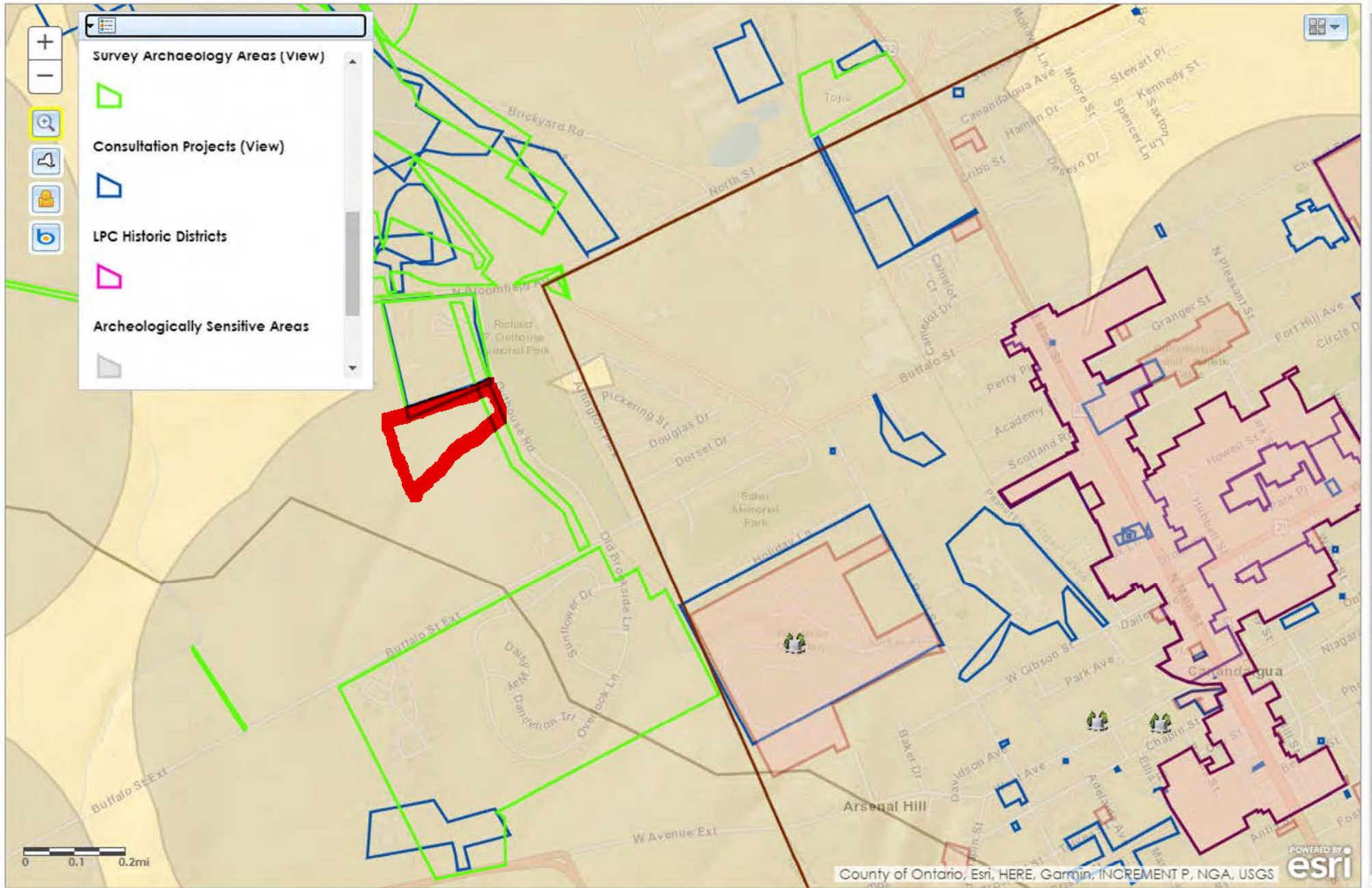
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Checked By:	TJF
Scale:	1"=40'
Date:	7/13/20



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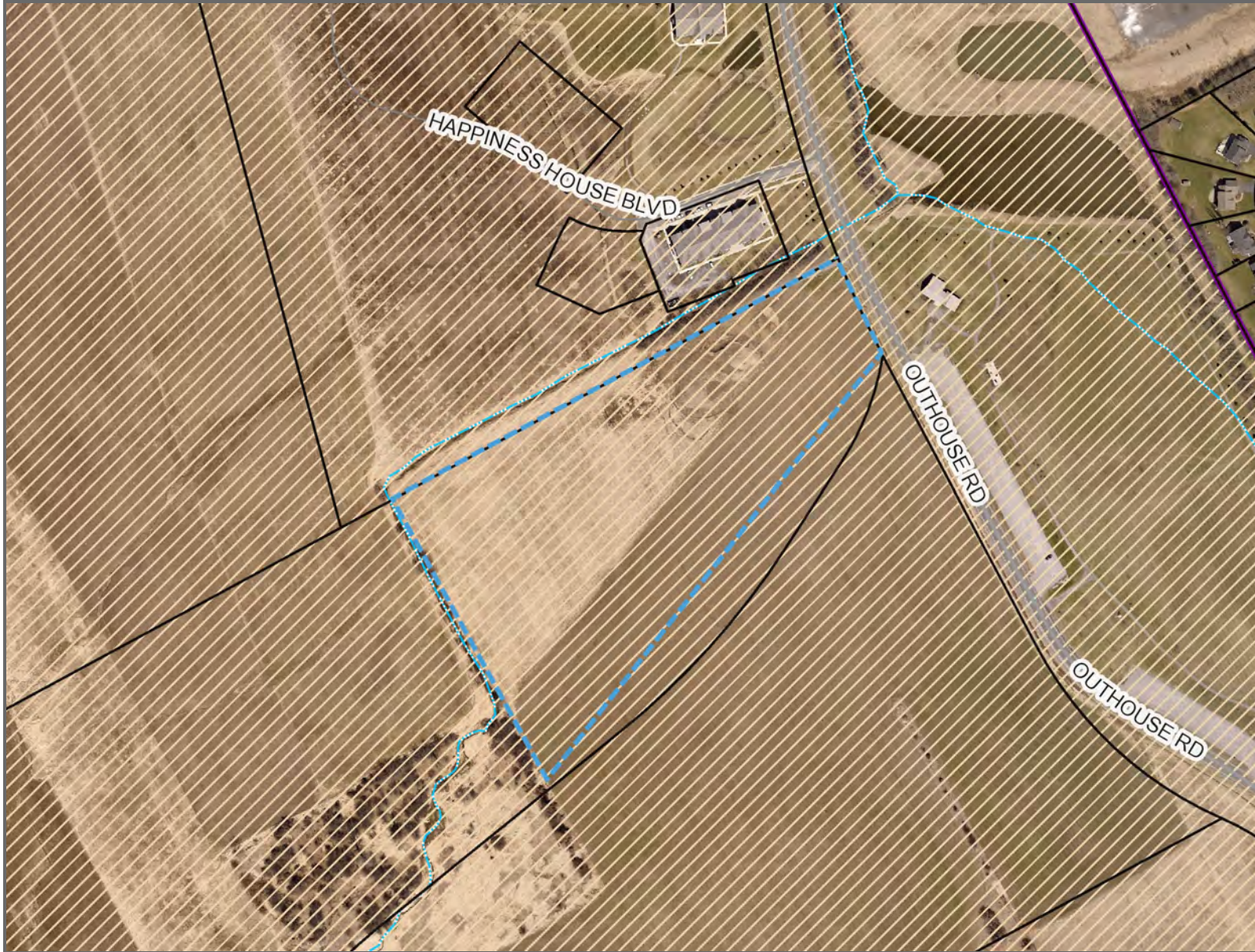
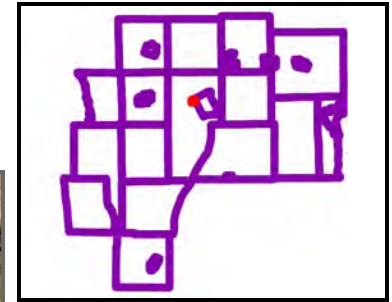
Sheet No.	G-4
4 of 10	
Project No.	0300.2002

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Town of Canandaigua - Outhouse Park West - Park Project



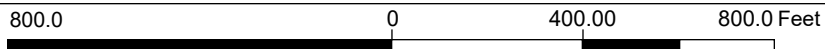
Legend

- Thruway Exits
- Tax Parcels
- Streets**
 - Interstate
 - State or US Routes
 - County Roads
 - Local Public Roads
 - Private Roads
- + Railroads
- Streams
- Municipal Boundaries
- Finger Lakes Region
- Water Bodies
- Agricultural Districts

Map Created: 2/16/2021

Notes

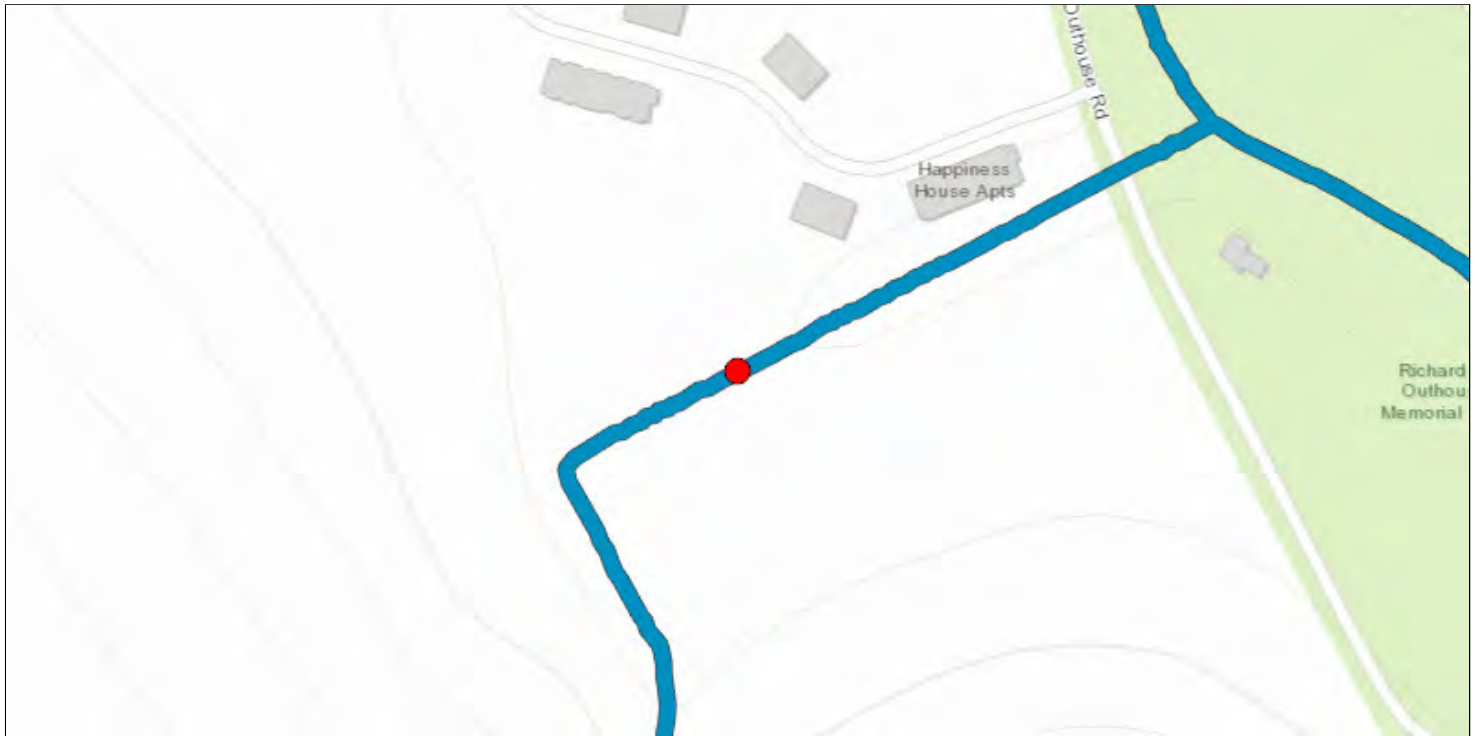
Ontario County - Agricultural District 1



1: 4,800

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Environmental Resource Mapper



The coordinates of the point you clicked on are:

UTM 18

Easting: 311199.52993209724

Northing: 4751802.151004805

Longitude/Latitude

Longitude: -77.31237268447722

Latitude: 42.89548906751976

The approximate address of the point you clicked on is:

Town of Canandaigua, New York

County: Ontario

Town: Canandaigua

USGS Quad: CANANDAIGUA

DEC Region

Region 8:

(Western Finger Lakes) Chemung, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne and Yates counties. For more information visit <http://www.dec.ny.gov/about/617.html>.

[Waterbody Classifications for Rivers/Streams](#)

Regulation: 898-222

Standard: C

Classification: C

National Wetlands Inventory

Attribute: undefined

Type: undefined

Acres: undefined

For more information about the National Wetlands Inventory wetlands visit <http://www.fws.gov/wetlands/>

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.

Hydrologic Soil Group—Ontario County, New York
(Outhouse Park West)




Map Scale: 1:2,330 if printed on A portrait (8.5" x 11") sheet.



MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons





 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points




 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available


Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ontario County, New York
 Survey Area Data: Version 18, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 9, 2019—Jul 15, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
35B	Odessa silty clay loam, 3 to 8 percent slopes	D	3.2	29.1%
39A	Rhinebeck silty clay loam, 0 to 3 percent slopes	C/D	4.7	42.4%
101B	Honeoye loam, 3 to 8 percent slopes	B	0.1	0.6%
356B	Ovid silt loam, 3 to 8 percent slopes	C/D	3.1	27.9%
Totals for Area of Interest			11.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Parks, Recreation and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

ARCHAEOLOGY COMMENTS

Phase IA/IB Archaeological Survey Recommendation

Project: Outhouse Park West Project

PR#: 21PR02100

Date: April 6, 2021

Your project is in an archaeologically sensitive location. Therefore, the State Historic Preservation Office/Office of Parks, Recreation, and Historic Preservation (SHPO/OPRHP) recommend a Phase IA/IB archaeological survey for components of the project that will involve ground disturbance, unless substantial prior ground disturbance can be documented. A Phase IA/IB survey is designed to determine the presence or absence of archaeological sites or other cultural resources in the project's Area of Potential Effects (APE).

If you consider the entire project area to be disturbed, documentation of the disturbance will need to be reviewed by SHPO/OPRHP. Examples of disturbance include mining activities and multiple episodes of building construction and demolition. Documentation of ground disturbance typically consists of soil bore logs, photos, or previous project plans. Agricultural activity is not considered to be a substantial ground disturbance.

Please note that in areas with alluvial soils or fill archaeological deposits may exist below the depth of superficial disturbances such as pavement or even deeper disturbances, depending on the thickness of the alluvium or fill. Evaluation of the possible impact of prior disturbance on archaeological sites must consider the depth of potentially culture-bearing deposits and the depth of planned disturbance by the proposed project.

Our office does not conduct archaeological surveys. A 36 CFR 61 qualified archaeologist should be retained to conduct the Phase IA/IB survey.

Please verify all government agencies involved with your project from which permits, permissions, and/or funding is being sought, and provide our office with the contact information, including email addresses, for each involved agency.

Please also be aware that a Section 233 permit from the New York State Education Department (SED) may be necessary before archaeological fieldwork is conducted on State-owned land. If any portion of the project includes the lands of New York State, you should contact the SED before initiating survey activities. The SED contact is Christina Rieth and she can be reached at (518) 402-5975 or Christina.Rieth@nysed.gov. Section 233 permits are not required for projects on private land.

If you have any questions concerning archaeology, please contact Josalyn Ferguson at Josalyn.Ferguson@parks.ny.gov.

ATTACHMENT 18

Town Supervisor
Peter V. Ingalsbe
315-986-8100 Opt. 2

Deputy Supervisor
Steven Holtz

Town Clerk
Michelle Finley
315-986-8100 Opt. 1

Town Councilmen
Steven Holtz
Michael Casale
Nate Bowerman
Ron Herendeen

**TOWN OF
FARMINGTON**



1000 County Road 8, Farmington, New York 14425

*"The Gateway to Ontario County" (Exit 44 NYS Thruway)
The Town of Farmington is an Equal Opportunity Provider*

TDD 1-800-662-1220

www.townoffarmingtonny.com

Justices
John E. Gligora
315-986-3113
Morris H. Lew
315-986-8195

Highway Supt.
Don Giroux
315-986-5540

**Acting Water & Sewer
Supt.**
Robin MacDonald
585-924-3158

Assessor
Michelle Nicodemus
315-986-8100 Opt. 4
Code Enforcement Office
Daniel Delpriore
315-986-8100 Opt. 3

February 24, 2021

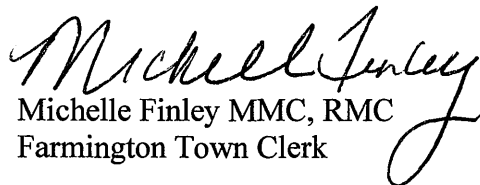
Town of Canandaigua
Attn: Jean Chrisman, Town Clerk
5440 Rts. 5 & 20 West
Canandaigua, NY 14424

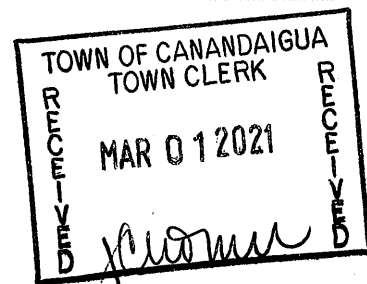
Dear Mrs. Chrisman:

Enclosed is a certified copy of a resolution the Farmington Town Board passed at their meeting held on February 23, 2021, pertaining to the lowering of the speed limit on a portion of Canandaigua-Farmington Townline Road.

Should you need anything further please contact my office at (315) 986-8100 Option 1.

Sincerely,


Michelle Finley MMC, RMC
Farmington Town Clerk



Town Supervisor
Peter Ingalsbe
315-986-8100 opt 2

Deputy Supervisor
Steven Holtz

Town Clerk
Michelle Finley
315-986-8100 opt 1

Town Councilmen
Michael Casale
Steven Holtz
Ron Herendeen
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315-986-5540

Water & Sewer Supt.

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585-924-3158

Assessor

Michelle Nicodemus
315-986-8100 opt 4

Code Enforcement Office

Dan Delpriore
315-986-8100 opt 3

RESOLUTION #106-2021

Councilman Casale offered the following Resolution, seconded by Councilman Holtz:

A REQUEST FOR THE LOWERING OF THE 55 MILES PER HOUR POSTED SPEED LIMIT ON THE WESTERN PORTION OF THE CANANDAIGUA/FARMINGTON TOWN LINE ROAD, BETWEEN THE INTERSECTIONS OF STATE ROUTE 332 AND NEW MICHIGAN ROAD, TO 40 MILES PER HOUR, IN CONJUNCTION WITH A SIMILAR REQUEST FROM THE TOWN OF CANANDAIGUA

WHEREAS, the Farmington Town Board (hereinafter referred to as Town Board) has been informed by the Town Highway Superintendent that, the Town of Farmington Highway Department in conjunction with the Town of Canandaigua Highway Department will be completing later this year, work involving the reconstruction of the Canandaigua/Farmington Town Line Road, between the intersections of State Route 332 and New Michigan Road; and

WHEREAS, said Town Line Road is being reconstructed in accordance with the federal highway administration's "Complete Streets Guidelines;" and

WHEREAS, there continues to be additional residential development occurring within this highway corridor; and

WHEREAS, the Town Board desires to have a uniform posted speed limit along the entire length of the above-described section of the Town Line Road, which currently is posted in two sections for 40 miles per hour and 55 miles per hour; and

WHEREAS, the Town Board understands that both Town Highway Superintendents are in agreement with lowering the speed limit along the entire length of this "Complete Streets Project."

NOW, THEREFORE, BE IT RESOLVED, the Farmington Town Board supports the recommended speed reductions from the two Town Highway Superintendents and recommends there be one uniform speed limit of 40 miles per hour posted, upon the completion of said highway improvement project, along the entire section of this jointly owned municipal highway,

BE IT FURTHER RESOLVED, that the Town Board does hereby formally request the Canandaigua Town Board also give its' consideration to and support of a similar request being established along this section of the jointly-owned municipal highway.

BE IT FURTHER RESOLVED, that the Town Clerk forward certified copies of this Resolution to the Town Highway Superintendents in the towns of Canandaigua and Farmington, the Town of Farmington Principal Account Clerk, the Canandaigua Town Supervisor, the Canandaigua Town Manager, the Town Clerk of the Town of Canandaigua and the two attorneys to the towns of Canandaigua and Farmington.

BE IT FINALLY RESOLVED, that the Town Clerk forward 2 copies of the attached Form TE-9, along with 2 certified copies of this resolution to William Wright, Commissioner, Ontario County Public Works, 2962 County Road 48, Canandaigua, New York 14424.

I, Michelle Finley, Town Clerk of the Town of Farmington do hereby certify that the aforementioned resolution was passed by the Town Board of the Town of Farmington on February 23, 2021, by the following vote:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Peter Ingalsbe	X		
Michael Casale	X		
Steven Holtz	X		
Ron Herendeen	X		
Nate Bowerman	X		

STATE OF NEW YORK ONTARIO COUNTY

This is to certify that I, Michelle Finley, Town Clerk of the Town of Farmington, in the said County of Ontario, has compared the foregoing copy of Resolution No. 106-2021 - A REQUEST FOR THE LOWERING OF THE 55 MILES PER HOUR POSTED SPEED LIMIT ON THE WESTERN PORTION OF THE CANANDAIGUA/FARMINGTON TOWN LINE ROAD, BETWEEN THE INTERSECTIONS OF STATE ROUTE 332 AND NEW MICHIGAN ROAD, TO 40 MILES PER HOUR, IN CONJUNCTION WITH A SIMILAR REQUEST FROM THE TOWN OF CANANDAIGUA

with the original now on file in this office, and that the same is a correct and true transcript of such originals and the whole thereof.

TOWN OF FARMINGTON *In Witness Whereof, I have hereunto set my hand and affixed the seal of said Town this 24th day of February 2021.*

**Michelle Finley MMC, RMC
Farmington Town Clerk – Ontario County**

SEAL

ATTACHMENT 19

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of Canandaigua

3/8/2021

Local Law No. _____ of the year 20 21

A local law Amending to Chapter 152 Parks and Recreations in its Entirety
(Insert Title)

DRAFT

Be it enacted by the Town Board of the _____
(Name of Legislative Body)

County City Town Village
(Select one.)

of Canandaigua as follows:

See Attachment

(If additional space is needed, attach pages the same size as this sheet, and number each.)

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 152

Parks and Recreation

DRAFT

[HISTORY: Adopted by the Town Board of the Town of Canandaigua 8-23-1993 (Ch. 24 of the 1977 Code); amended in its entirety 10-17-2016 by L.L. No. 8-2016. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Subdivision of land — See Ch. 174.

§ 152-1 **Title.**

This chapter shall be known as the "Parks and Recreation Code, Rules and Regulations of the Town of Canandaigua."

§ 152-2 **Purpose.**

The purpose of this chapter is to define the duties and responsibilities of the Town Parks and Recreation Committee and to establish the rules and regulations for the public's use of and the operation of Town parks.

§ 152-3 **Definitions.**

Terms used in this chapter are defined elsewhere in Chapter 1, General Provisions, Article II, Definitions and Word Usage, of the Town of Canandaigua Town Code.

§ 152-4 **Duties and responsibilities.**

The following duties and responsibilities are hereby established:

- A. Town Parks and Recreation Committee. There is hereby established a seven-member plus one youth member Parks and Recreation Committee, whose membership, duties and responsibilities shall be to:
- (1) Advise the Town Board on parkland and recreational needs;
 - (2) Advise the Town of new parks or recreational facilities and make recommendations for improvements or expansions relating to parks or recreation;
 - (3) Monitor implementation of the adopted Town of Canandaigua Parks and Recreation Master Plan, including annual reporting thereon to the Town Board;
 - (4) Prepare and submit to the Town Board, from time to time, proposed amendments to adopted park rules and regulations.
- B. Town Parks and Recreation Committee members' term. The Committee members' terms shall be for a period of seven years, except that the members of such Committee first appointed shall be appointed for terms such that the term of one member shall expire annually thereafter, on the 31st day of December. Vacancies on such Committee shall be filled by the Town Board. All such vacancies shall be advertised in the Town's official newspaper. The youth member's term shall automatically expire when reaching the age of 19. The youth member can be appointed by the Town Board at age 14. The Town Board shall,

at its annual organizational meeting, appoint Chairperson for the Committee.

§ 152-5 Parks and Recreation Committee rules of procedure.

The following rules of procedure are hereby established to govern the operations of the Parks and Recreation Committee:

- A. The Committee shall meet at least once every quarter of the calendar year or when requested by two or more members of the Parks and Recreation Committee;
- B. The agenda shall be set by the Parks and Recreation Committee Chairperson and shall be made available to the public at least three days prior to the meeting;
- C. Any park rules and regulations proposed by the Town Parks and Recreation Committee shall be subject to approval by the Town Board before being effective;
- D. All park rules and regulations shall be posted; and
- E. All Committee meetings shall be open to the public.

DRAFT

§ 152-6 Park use regulations.

The following regulations are hereby established to govern the use of park facilities and buildings:

- A. Park hours of operation at Town parks shall be from sunrise to sunset, except for special events or programming, or as designated by the Town Board;
- B. The consumption of alcoholic beverages, including beer and wine, and the bringing of such items into a park are not allowed unless authorized pursuant to § 152-9
- C. Pets or domestic animals may be allowed at any Town-owned or -operated park Where pets or domestic animals are allowed, they shall be:
 - (1) Under the full control by the owner, including the owner being responsible for the picking up of the pet's or domestic animal's fecal matter; and
 - (2) Restrained by means of a secure leash or lead in the manner set forth in Chapter 79 of the Town Code; or Confined to an enclosure, such as a cage or motor vehicle, in such manner that the pet or domestic animal may not roam freely upon public or private lands;
 - (3) Under the control of the owner in the designated joint City/Town Dog Park;
- D. Pets or domestic animals are not permitted on the lakeside portions of any park (such as Onanda Park and West Lake Schoolhouse Park) unless they are designated service animals.
- E. Fires are permitted in designated devices only which have been provided by the park;
- F. No firearms or weapons of any variety, including air rifles, slingshots, splat balls or similar weapons, are permitted in any Town park;
- G. There is no hunting allowed on any Town parkland or on any other land owned or operated by the

Town.

H. Legal fish cleaning/scaling knives may be used on park property only while fishing;

I. Smoking or vaping is not permitted at any park owned or operated by the Town;

J. Excessive noise is prohibited. This includes yelling, musical instruments, radios, televisions and other electronic devices;

K. Recreational Vehicle campers, trailers, or motorized camping units are not permitted in any Town park;

L. Tent camping or ~~cabin~~ ^{in a cabin} camping may be allowed in designated location(s) by reservation;

M. Parking at any park is permitted only in designated areas;

DRAFT

N. Boat launching, at Onanda Park, by motorized vessels is prohibited between April 15 and November 15;

O. Launching of nonmotorized vehicle-top canoes, kayaks, paddle boards, windsurfing, and recreational sculling vessels at Onanda Park is permitted outside of the swim area(s), except when conditions exist in which the operator is unable to safely operate the vessel or when staff has directed no launching due to safety concerns;

P. Launching of all motorized fishing boats at Onanda Park shall only be from the boat ramp into the waters of Canandaigua Lake;

Q. Launching of non-motorized vessels, shall be permitted only from within the designated portion of the shoreline at Onanda Park located between the boat ramp and the fishing dock;

R. No motorized boats, or nonmotorized boats, or inflatable sit on or sit in devices, shall be allowed within the delineated swimming area, nor will they be allowed to interfere with the line of sight between the lifeguard chairs and people swimming in the designated swim area at Onanda Park;

S. Launching and loading/unloading of non-motorized vessels at Onanda Park will be limited to park patrons during the posted park hours of operation, sunrise to sunset year round;

T. No organized multi-boat event(s) for kayaking, canoeing, paddle boards, or other recreational sculling vessels will be allowed without permission from the Town Board;

U. ~~The non-trailer~~ ~~unloading, loading and/or launching of nonmotorized vessels, shall only be permitted through the Onanda Park gatehouse entrance at West Lake Road (County Road 16);~~ parking of trailers on the lakeside portion of Onanda Park is prohibited, all trailers are to be parked in the upland parking lot of Onanda Park;

V. All equipment for boats, including nonmotorized vessels, shall be stored either on top of or inside of vehicles when not in use. All nonmotorized vehicle-top vessels are to be hand carried or transported by a small carrier device. In no event shall small carrier devices be allowed to be stored on the lakeside

portion of Onanda Park while the nonmotorized vessel is being used;

W. Nonmotorized vessels, and associated equipment used in conjunction with cabin rentals shall be stored beside the cabin, away from the cabin entrance and behind the front of the cabin when not in use;

X. The fee for launching nonmotorized vessels, shall be included in the daily entrance fee or in the fee of a season pass;

Y. Persons not renting cabins at Onanda Park shall not leave their nonmotorized vessels, , overnight at Onanda Park;

Z. No vehicle will be permitted to trailer nonmotorized vessels, such as vehicle-top canoes, kayaks, paddle boards, or recreational sculling vessels, into Onanda Park;

AA. Consistent with New York State boating regulations, no minor child shall be allowed to use a nonmotorized vessel, unless accompanied at all times by an adult;

BB. Docking of nonmotorized vessels, at Onanda Park and the West Lake Road Schoolhouse Park is not permitted at any time, except in an emergency situation;

CC. Mooring of boats at Onanda Park and the West Lake Road Schoolhouse Park is not permitted within 100 feet of the shoreline;

DD. No fireworks are permitted on Town park property;

DRAFT

EE. Children 10 years of age or younger must be accompanied at all times by an adult at any Town park;

FF. Entry into the lake is permitted only within the designated swimming areas at Onanda Park and West Lake Road Schoolhouse Park and only when a lifeguard is on duty;

GG. The lifeguard on duty has the authority to enforce rules regarding the swimming area for the benefit and safety of all swimmers;

HH. Licensed fishermen may shoreline and/or stream fish year round except in the designated swim areas;

II.No peddling, selling or hawking is allowed without prior authorization;

JJ. ^{Cabins, halls, lodges,} ^ Pavilions and ball fields must be reserved in advance;

KK. The Town Board reserves the right to require liability insurance, in an amount determined by the Town Board, for organized groups or events using the park facilities, buildings and grounds; and

LL. The Town Board may amend these rules and regulations, from time to time, by formally amending the provisions of this chapter.

MM. No entry is permitted into Onanda Park or School House Park from the waters of Canandaigua

Lake, unless receipt of a proper payment is presented to Town Park Staff upon request, per the Town Board's adopted fee schedule. Only nonmotorized canoes, kayaks, paddle boards, recreational sculling or similar nonmotorized vessels may be permitted. [Added 2-11-2019 by L.L. No. 2-2019]

§ 152-7 Public conduct at all Town parks.

No person shall:

A. Injure, deface, disturb or befoul any part of any Town park or any building, sign, equipment or other property therein or remove, injure or destroy any tree, flower, shrub, rock or other mineral found therein;

B. Interfere with any lamp, lamppost or electric light apparatus or extinguish the light therein except upon proper authority;

C. Set fire or assist another to set fire to any timber, trees, shrubs, grass, leaves, growth or any other combustible material or suffer any fire upon other land to extend onto any part of the parks not in an approved park device;

D. Bring into, leave behind or dump any material of any kind in the parks. All persons using the parks shall comply with established carry-in and carry-out procedures of the Town Parks and Recreation Committee.;

E. Either within or next to any park, discharge into, throw, cast, lay, drop or leave in the lake, brook, stream, storm sewer or drain flowing into or through said park any substance, matter or thing, either liquid or solid, which may or shall result in the pollution of brook, stream or the lake, interfere with the conservation of the natural resources of said park or endanger the health of visitors in said park;

F. Drive or propel or cause to be driven or propelled along or over any road or parking lot within the park any vehicle at a rate greater than five miles per hour unless otherwise posted;

G. Gamble in the park;

H. Conduct themselves in such a manner as to:

(1) Endanger the life, limb or property of the other visitors to the park;

(2) Be suggestive of immoral acts.

I. Loiter or remain within the park or any part thereof in a vehicle or otherwise after the posted closing hours at such park without general or special permission from the Town; and

J. Operate any motorized vehicle, other than authorized maintenance or emergency vehicles, upon any Town park trail, hike-way or other Town property, beyond designated park roadways and parking areas;

K. Be under the influence of a substance to the point of being a danger to themselves and/or other park users;

DRAFT

§ 152-8 Use of sound-enhancing equipment at all parks.

The following rules pertain to the use of amplifiers, speakers and/or other sound-enhancing equipment:

- A. Such devices are not allowed outside of any enclosed park building, in park pavilions or on the porch of Gorham Hall, on the decks of cabins, or on the deck of King Hall; and
- B. An internal sound amplification system to assist in various programs is permitted within Crouch Hall, Gorham Hall and King Hall, provided that such amplification does not exceed 55 dBA when measured at the nearest point of the park boundary.

DRAFT

§ 152-9 Facility Alcoholic Beverage Permit

The following rules pertain to the use, sale, distribution, or consumption of alcoholic beverages in Town of Canandaigua parks.

- A. Any organization(s) and their associated persons intending to provide, distribute, sell and/or consume alcoholic beverages in the Town parks must have a Facility Alcoholic Beverage Permit;
- B. Any organization(s) intending to sell or distribute alcoholic beverages, if applicable, shall have a permit or be associated with a permit from the New York State Liquor Authority;
- C. Alcoholic beverages are not permitted in Town parks without a Facility Alcoholic Beverage Permit and the rental of a Town park facility;
- D. Alcoholic beverage(s) is defined for this chapter as including: alcohol, spirits, liquor, wine, beer, cider and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being;
- E. Facility Alcoholic Beverage Permit fee(s) will be set by the Town Board;
- F. Any organization making application for a Facility Alcoholic Beverage Permit in which alcohol will be sold shall provide proof of liability insurance for their organization or associated with their event to the Town; ^{Clerk}
- G. No person shall under the age of 21 years, possess, transport, or bring into any town park or recreation area any alcoholic beverage or beer;
- H. No person shall under the age of 21 years, consume any alcoholic beverage or beer in any town park or recreation area;
- I. No person shall become or be in an intoxicated condition while in any town park or recreation area;
- J. Any person found to become or be in an intoxicated condition while in any town park or recreation area may be subject to ejection and/or associated penalties as defined in this chapter and/or action(s) determined by law enforcement;
- K. The permitted principal contact or recipient of the Facility Alcoholic Beverage Permit shall be in the Town park facility designated associated with the permit at all times while alcoholic beverages are being distributed, sold, and/or consumed;
- L. The permitted principal contact or recipient of the Facility Alcoholic Beverage Permit shall be responsible for any and all damages associated with persons consuming alcohol associated with the Facility Alcoholic Beverage Permit;
- M. Non-observance of this section shall constitute a violation;

§ 152-10 Town park opening and closing.

The Town parks shall be opened and closed as provided by this chapter or resolution of the Town Board. The Town shall post, in a conspicuous manner on the perimeters of all Town parks, signs giving notice prohibiting trespass during the hours said parks are closed. Registered guests at Onanda Park, authorized persons associated with special events, and Town staff authorized per §152-11 are exempted from this section.

§ 152-11 Enforcement.

The following officials, in connection with their duties imposed by law, shall diligently enforce the provisions of this chapter:

- A. Town Parks and Recreation staff;
- B. Members of the New York State Police;
- C. Members of the Ontario County Sheriff's Department; and
- D. The Town of Canandaigua Code Enforcement Officer; and
- E. Town Manager and/or his designee(s).

DRAFT

§ 152-12 Ejection and seizure of property.

Town Parks and Recreation staff member(s), members of any law enforcement agency and those listed in the above section shall have the authority to eject from any park any person acting in violation of this chapter and park regulations posted at the park.

§ 152-13 Penalties for offenses.

The following penalties are hereby established for violations to these park rules and regulations:

- A. Violation of any provision or regulation of this chapter shall constitute a violation and be punishable by a fine not to exceed \$500 for each violation per day and/or restitution of damages and/or by imprisonment for a term of not more than 15 days, and/or by both such fine and imprisonment;
- B. The Town Board also determines that a violation of this chapter shall constitute disorderly conduct, and the person or persons violating the same shall be classified as a disorderly person or persons; and
- C. In addition to all other remedies, the Town Board may enforce obedience to this chapter by injunction.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

DRAFT

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the County legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

DRAFT

(Seal)

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 152

Parks and Recreation

[HISTORY: Adopted by the Town Board of the Town of Canandaigua 8-23-1993 (Ch. 24 of the 1977 Code); amended in its entirety 10-17-2016 by L.L. No. 8-2016. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Subdivision of land — See Ch. 174.

§ 152-1 Title.

This chapter shall be known as the "Parks and Recreation Code, Rules and Regulations of the Town of Canandaigua."

§ 152-2 Purpose.

The purpose of this chapter is to define the duties and responsibilities of the Town Parks and Recreation Committee and to establish the rules and regulations for the public's use of and the operation of Town parks.

§ 152-3 Definitions.

Terms used in this chapter are defined elsewhere in Chapter 1, General Provisions, Article II, Definitions and Word Usage, of the Town of Canandaigua Town Code.

§ 152-4 Duties and responsibilities.

The following duties and responsibilities are hereby established:

- A. Town Parks and Recreation Committee. There is hereby established a seven-member plus one youth member Parks and Recreation Committee, whose membership, duties and responsibilities shall be to:
- (1) Advise the Town Board on parkland and recreational needs;
 - (2) Advise the Town ~~Director of Parks and Recreation on the need for park building repairs and/or construction, the creation~~ of new parks or recreational facilities ~~and equipment~~ and make recommendations for ~~capital budget improvements or expansions relating to parks or recreations~~;
 - (3) Monitor implementation of the adopted Town of Canandaigua Parks and Recreation Master Plan, including annual reporting thereon to the Town Board;
 - ~~(4) Prepare and submit an annual report on park and recreation services to the Town Board; and~~
 - ~~(5) Prepare and submit to the Town Board, from time to time, proposed amendments to adopted park rules and regulations.~~
- ~~B. Town Parks and Recreation Committee ex officio members. The Town Director of Parks and Recreation is hereby appointed by the Town Board to serve on the Committee as a nonvoting ex officio member.~~
- CB. Town Parks and Recreation Committee members' term. The Committee members' terms shall be for a

period of seven years, except that the members of such Committee first appointed shall be appointed for terms such that the term of one member shall expire annually thereafter, on the 31st day of December. Vacancies on such Committee ~~which may occur other than by expiration of term~~ shall be filled by the Town Board ~~and shall be for the remaining (unexpired) term only~~. All such vacancies shall be advertised in the Town's official newspaper. The youth member's term shall automatically expire when reaching the age of 19. The youth member can be appointed by the Town Board at age 14. The Town Board shall, at its annual organizational meeting, appoint ~~a new member and a~~ Chairperson for the Committee.

§ 152-5 Parks and Recreation Committee rules of procedure.

The following rules of procedure are hereby established to govern the operations of the Parks and Recreation Committee:

- A. The Committee shall meet at least once every quarter of the calendar year or ~~as deemed necessary by consensus of the Town Director of Parks and Recreation and the Town Parks and Recreation Chairperson~~ when requested by two or more members of the Parks and Recreation Committee;
- B. The agenda shall be set by the Parks and Recreation Committee Chairperson and shall be made available to the public at least three days prior to the meeting;
- C. Any park rules and regulations proposed by the Town Parks and Recreation Committee shall be subject to approval by the Town Board before being effective;
- ~~D.~~ All park rules and regulations shall be posted; and
- ~~E.~~ All Committee meetings shall be open to the public.

§ 152-6 Park use regulations.

The following regulations are hereby established to govern the use of park facilities and buildings:

- ~~A. — Except for special events or programming, park hours shall be established by the Town Parks and Recreation Committee, subject to approval by the Town Board;~~
- ~~BA.~~ Park hours of operation at Town parks shall be from sunrise to sunset, except for special events or programming, unless or as otherwise designated by the Town Board;
- ~~CB.~~ The consumption of alcoholic beverages, including beer and wine, and the bringing of such items into a park are not allowed unless authorized pursuant to § 152-9;
- ~~DC.~~ Pets or domestic animals may be allowed at any Town-owned or -operated park, ~~with the exception of the lakeside portions of Onanda Park and West Lake Schoolhouse Park~~. Where pets or domestic animals are allowed, they shall be:
 - (1) Under the full control by the owner, including the owner being responsible for the picking up of the pet's or domestic animal's fecal matter; and

- (2) Restrained by means of a secure leash or lead in the manner set forth in Chapter 79 of the Town Code; or Confined to an enclosure, such as a cage or motor vehicle, in such manner that the pet or

domestic animal may not roam freely upon public or private lands;

(3) Under the control of the owner in the designated joint City/Town Dog Park;

D. Pets or domestic animals are not permitted on the lakeside portions of any park (such as Onanda Park and West Lake Schoolhouse Park) unless they are designated service animals.

E. Fires are permitted in designated ~~grills~~ devices only which have been provided by the park;

F. No firearms or weapons of any variety, including air rifles, slingshots, splat balls or similar weapons, are permitted in any Town park;

G. There is no hunting allowed on any Town parkland or on any other land owned or operated by the Town.

H. Legal fish cleaning/scaling knives may be used on park property only while fishing;

I. Smoking or vaping is not permitted at any park owned or operated by the Town;

J. Excessive noise is prohibited. This includes yelling, musical instruments, radios, televisions and other electronic devices;

K. ~~Campers~~ Recreational Vehicle campers, trailers, ~~or and RV~~ motorized camping units are not permitted in any Town park;

L. Tent camping or cabin camping may be allowed ~~at any Town park with the written permission of the Director of Parks and Recreation~~ in designated location(s) by reservation;

M. Parking at any park is permitted only in designated areas;

N. Boat launching, at Onanda Park, ~~is only permitted between November 15 and April 15, in accordance with the Winter Boat Launch Operating Procedures adopted by the Town Board and approved by the Regional Director of the New York State Department of Environmental Conservation, and as said agreement may be amended from time to time. Copies of this agreement are on file in the Office of the Town Clerk and the Onanda Park Office;~~ by motorized vessels is prohibited between April 15 and November 15;

O. Launching of nonmotorized vehicle-top canoes, kayaks, paddle boards, windsurfing, and recreational sculling vessels at Onanda Park is permitted outside of the swim area(s), except when conditions ~~on the lake prohibit the Ontario County Sheriff's boat from launching~~ exist in which the operator is unable to safely operate the vessel or when staff has directed no launching due to safety concerns;

~~P. Launching of motorized fishing boats at Onanda Park is permitted only from November 15 of any given year to April 15 of the next year and when access to the lake from the New York State boat launch located at the north end of the lake is unavailable;~~

QP. Launching of all motorized fishing boats at Onanda Park shall only be from the boat ramp into the waters of Canandaigua Lake;

~~RQ.~~ Launching of ~~non-motorized vehicle-top canoes, kayaks or recreational sculling~~ vessels, and ~~paddle boards~~ shall be permitted only from within the designated portion of the shoreline at Onanda Park located between the boat ramp and the fishing dock;

~~SR.~~ No motorized boats, or nonmotorized boats, ~~or inflatable sit on or sit in devices, such as vehicle-top canoes, kayaks, paddle boards, or recreational sculling vessels,~~ shall be allowed within the delineated swimming area, nor will they be allowed to interfere with the line of sight between the lifeguard chairs and people swimming in the designated swim area at Onanda Park;

~~TS.~~ Launching and loading/~~unloading of non-motorized vessels~~ at Onanda Park will be limited to park patrons during the posted park hours of operation, sunrise to sunset year round;

~~UT.~~ No organized multi-boat event(s) for kayaking, canoeing, paddle boards, or ~~other~~ recreational sculling vessels will be allowed without permission from the Town Board;

~~VU.~~ The ~~non-trailer~~ unloading, loading and/or launching of nonmotorized vessels, ~~such as vehicle-top canoes, kayaks, paddle boards, and recreational sculling vessels,~~ shall only be permitted through the Onanda Park gatehouse entrance at West Lake Road (County Road 16), ~~parking of trailers on the lakeside portion of Onanda Park is prohibited, all trailers are to be parked in the upland parking lot of Onanda Park;~~

~~WV.~~ All equipment for boats, including nonmotorized vessels ~~such as vehicle-top canoes, kayaks, paddle boards, and recreational sculling vessels,~~ shall be stored either on top of or inside of vehicles when not in use. All nonmotorized vehicle-top ~~canoes, kayaks, paddle board, or recreational sculling~~ vessels are to be hand carried or transported by a small carrier device. In no event shall small carrier devices be allowed to be stored on the lakeside portion of Onanda Park while the nonmotorized ~~vehicle-top canoe, kayak, paddle board, or recreational sculling~~ vessel is being used;

~~XW.~~ Nonmotorized vessels, ~~such as vehicle-top canoes, kayaks, paddle boards, and recreational sculling vessels,~~ and associated equipment used in conjunction with cabin rentals shall be stored beside the cabin, away from the cabin entrance and behind the front of the cabin when not in use;

~~YX.~~ The fee for launching nonmotorized vessels, ~~such as vehicle-top canoes, kayaks, paddle boards, and recreational sculling vessels,~~ shall be included in the daily entrance fee or in the fee of a season pass. ~~Persons renting cabins will be permitted to bring up to two nonmotorized vehicle-top canoes or kayaks, paddle boards or recreational sculling vessels to the park for their use during their stay at Onanda Park without having to pay a daily launch fee;~~

~~ZY.~~ Persons not renting cabins at Onanda Park shall not leave their nonmotorized vessels, ~~such as vehicle-top canoe, kayak, paddle board, or recreational sculling vessel,~~ overnight at Onanda Park;

~~AAZ.~~ No vehicle will be permitted to trailer nonmotorized vessels, such as vehicle-top canoes, kayaks, paddle boards, or recreational sculling vessels, into Onanda Park;

~~BBAA.~~ Consistent with New York State boating regulations, no minor child shall be allowed to use a nonmotorized vessel, ~~such as vehicle-top canoe, kayak, paddle board, or recreational sculling vessel,~~ unless accompanied at all times by an adult;

~~CCBB.~~ Docking of nonmotorized vessels, ~~such as vehicle top canoes, kayaks, paddle boards or recreational sculling vessels,~~ at Onanda Park and the West Lake Road Schoolhouse Park is not permitted at any time, except in an emergency situation;

~~DDCC.~~ Mooring of boats at Onanda Park and the West Lake Road Schoolhouse Park is not permitted within 100 feet of the shoreline;

~~EEDD.~~ No fireworks are permitted on Town park property;

~~FFEE.~~ Children 10 years of age or younger must be accompanied at all times by an adult at any Town park;

~~GGFF.~~ Entry into the lake is permitted only within the designated swimming areas at Onanda Park and West Lake Road Schoolhouse Park and only when a lifeguard is on duty;

~~HH.~~ ~~No entry is permitted into West Lake Road Schoolhouse Park from the waters of Canandaigua Lake. [Amended 2-11-2019 by L.L. No. 2-2019]~~

~~HGG.~~ The lifeguard on duty has the authority to ~~create and~~ enforce rules regarding the swimming area for the benefit and safety of all swimmers;

~~JHH.~~ Licensed fishermen may shoreline and/or stream fish ~~at Onanda Park~~ year round except in the designated swim areas;

~~KK.~~ ~~No shoreline fishing shall be allowed at the West Lake Road Schoolhouse Park;~~

~~LLI.~~ No peddling, selling or hawking is allowed without prior authorization ~~by the Town Board;~~

~~MMJJ.~~ Pavilions and ball fields must be reserved in advance ~~by contacting the Town Park Reservationist a minimum of seven days in advance of intended use. A fee to insure exclusive use for these facilities may be charged in accordance with the established parks and recreation fees;~~

~~NN.~~ ~~The Director of Parks and Recreation shall authorize the use of the park for groups of 20 or more when it is found that:~~

~~(1) The proposed activity or use of the park will not unreasonably interfere with or detract from the enjoyment of the park by the general public;~~

~~(2) The proposed activity or use of the park will not unreasonably interfere with or detract from promotion of the public health, welfare, safety and recreation;~~

~~(3) The proposed activity or use is not reasonably anticipated to incite violence, crime, or disorderly conduct;~~

~~(4) The proposed activity will not entail unusual, extraordinary, or burdensome expense upon the Town or upon police operations;~~

~~(5) The requested facilities have not been reserved for another use on the day and at the hour~~

~~requested; and~~

~~(6) The Director of Parks and Recreation shall refuse any activities that do not comply with this chapter.~~

~~OO~~KK. The Town Board reserves the right to require ~~L~~iability insurance, in an amount determined by the Town Board, ~~may be required~~ for groups organized groups or events using the park facilities, buildings and grounds; and

PPLL. The Town Board may amend these rules and regulations, from time to time, by formally amending the provisions of this chapter.

~~QQ~~MM. No entry is permitted into Onanda Park or School House Park from the waters of Canandaigua Lake, unless receipt of a proper payment is presented to Town Park Staff upon request, per the Town Board's adopted fee schedule. Only nonmotorized canoes, kayaks, paddle boards, recreational sculling or similar nonmotorized vessels may be permitted. [Added 2-11-2019 by L.L. No. 2-2019]

§ 152-7 **Public conduct at all Town parks.**

No person shall:

A. Injure, deface, disturb or befoul any part of any Town park or any building, sign, equipment or other property therein or remove, injure or destroy any tree, flower, shrub, rock or other mineral found therein;

B. Interfere with any lamp, lamppost or electric light apparatus or extinguish the light therein except upon proper authority;

C. Set fire or assist another to set fire to any timber, trees, shrubs, grass, leaves, growth or any other combustible material or suffer any fire upon other land to extend onto any part of the parks not in an approved park device;

D. Bring into, leave behind or dump any material of any kind in the parks. All persons using the parks shall comply with established carry-in and carry-out procedures of the Town Parks and Recreation Committee. ~~Refuse is not to be dropped, thrown or scattered on park property. All recyclable materials shall be carried out by those persons bringing them to the park;~~

E. Either within or next to any park, discharge into, throw, cast, lay, drop or leave in the lake, brook, stream, storm sewer or drain flowing into or through said park any substance, matter or thing, either liquid or solid, which may or shall result in the pollution of brook, stream or the lake, interfere with the conservation of the natural resources of said park or endanger the health of visitors in said park;

F. Drive or propel or cause to be driven or propelled along or over any road or parking lot within the park any vehicle at a rate greater than five miles per hour unless otherwise posted;

G. Gamble in the park;

H. Conduct themselves in such a manner as to:

- (1) Endanger the life, limb or property of the other visitors to the park;
- (2) Be suggestive of immoral acts.

I. Loiter or remain within the park or any part thereof in a vehicle or otherwise after the posted closing hours at such park without general or special permission from the Town; and

J. Operate any motorized vehicle, other than authorized maintenance or emergency vehicles, upon any Town park trail, hike-way or other Town property, beyond designated park roadways and parking areas;

K. Be under the influence of a substance to the point of being a danger to themselves and/or other park users;

§ 152-8 Use of sound-enhancing equipment at all parks.

The following rules pertain to the use of amplifiers, speakers and/or other sound-enhancing equipment:

- A. Such devices are not allowed outside of any enclosed park building, in park pavilions or on the porch of Gorham Hall, on the decks of cabins, or on the deck of King Hall; and
- B. An internal sound amplification system to assist in various programs is permitted within Crouch Hall, Gorham Hall and King Hall, provided that such amplification does not exceed 55 dBA when measured at the nearest point of the park boundary.

§ 152-9 Facility Alcoholic Beverage Permit

The following rules pertain to the use, sale, distribution, or consumption of alcoholic beverages in Town of Canandaigua parks.

- A. Any organization(s) and their associated persons intending to provide, distribute, sell and/or consume alcoholic beverages in the Town parks must have a Facility Alcoholic Beverage Permit;
- B. Any organization(s) intending to sell or distribute alcoholic beverages, if applicable, shall have a permit or be associated with a permit from the New York State Liquor Authority;
- C. Alcoholic beverages are not permitted in Town parks without a Facility Alcoholic Beverage Permit and the rental of a Town park facility;
- D. Alcoholic beverage(s) is defined for this chapter as including: alcohol, spirits, liquor, wine, beer, cider and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being;
- E. Facility Alcoholic Beverage Permit fee(s) will be set by the Town Board;
- F. Any organization making application for a Facility Alcoholic Beverage Permit in which alcohol will be sold shall provide proof of liability insurance for their organization or associated with their event to the Town;
- G. No person shall under the age of 21 years, possess, transport, or bring into any town park or recreation area any alcoholic beverage or beer;
- H. No person shall under the age of 21 years, consume any alcoholic beverage or beer in any town

park or recreation area;

- I. No person shall become or be in an intoxicated condition while in any town park or recreation area;
- J. Any person found to become or be in an intoxicated condition while in any town park or recreation area may be subject to ejection and/or associated penalties as defined in this chapter and/or action(s) determined by law enforcement;
- K. The permitted principal contact or recipient of the Facility Alcoholic Beverage Permit shall be in the Town park facility designated associated with the permit at all times while alcoholic beverages are being distributed, sold, and/or consumed;
- L. The permitted principal contact or recipient of the Facility Alcoholic Beverage Permit shall be responsible for any and all damages associated with persons consuming alcohol associated with the Facility Alcoholic Beverage Permit;
- M. Non-observance of this section shall constitute a violation;

§ 152-10 Town park opening and closing.

The Town parks shall be opened and closed as provided by this chapter or resolution of the Town Board. ~~When Town park property is closed, no person, except for registered guests at Onanda Park, shall enter or remain on said property.~~ The Town shall post, in a conspicuous manner on the perimeters of all Town parks, signs giving notice prohibiting trespass during the hours said parks are closed. Registered guests at Onanda Park, authorized persons associated with special events, and Town staff authorized per §152-11 are exempted from this section.

§ 152-~~10-11~~ Enforcement.

The following officials, in connection with their duties imposed by law, shall diligently enforce the provisions of this chapter:

- A. Town Parks and Recreation staff~~The Director of Parks and Recreation, the Parks Maintenance Supervisor, or designated employees or deputies appointed by said Director;~~
- B. Members of the New York State Police;
- ~~C. Members of the Division of Law Enforcement of the New York State Department of Environmental Conservation;~~
- ~~D.~~ Members of the Ontario County Sheriff's Department; and
- ~~E.~~ The Town of Canandaigua Code Enforcement Officer; and
- E. Town Manager and/or his designee(s).

§ 152-~~11-12~~ Ejection and seizure of property.

~~The Director of Parks and Recreation~~ Town Parks and Recreation staff member(s), members of any law enforcement agency and those listed in the above section shall have the authority to eject from any park any person acting in violation of this chapter and park regulations posted at the park. ~~In addition, said individuals shall have the power to seize and confiscate any property, thing or device used illegally in the park.~~

§ 152-~~12~~-13 **Penalties for offenses.**

The following penalties are hereby established for violations to these park rules and regulations:

- A. Violation of any provision or regulation of this chapter shall constitute a violation and be punishable by a fine not to exceed \$~~350~~-500 for each violation per day and/or restitution of damages and/or by imprisonment for a term of not more than 15 days, and/or by both such fine and imprisonment;
- B. The Town Board also determines that a violation of this chapter shall constitute disorderly conduct, and the person or persons violating the same shall be classified as a disorderly person or persons; and
- C. In addition to all other remedies, the Town Board may enforce obedience to this chapter by injunction.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Canandaigua Town Board			
Name of Action or Project: Parks and Recreation Code Update			
Project Location (describe, and attach a location map): Town of Canandaigua			
The Town Board of the Town of Canandaigua is considering the adoption of a Local Law to execute a text code amendment to Town Code Chapter § 152 that would clarify language in the code including updating language pertaining to the Director of Parks and Recreation, a position that no longer exists in the Town’s Organizational Chart, and also would create a new section of the chapter, 152-9 which is designed to allow organizations renting the park venues to serve alcohol via a permit from the Town			
Name of Applicant or Sponsor: Town of Canandaigua Town Board		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Doug Finch, Town of Canandaigua</u> Date: <u>3/15/2021</u> Signature: _____ Title: <u>Town Manager</u>		

Project:	Parks Code Local Law
Date:	4/19/2021

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: Parks Code LL

Date: 4/19/2021

Short Environmental Assessment Form Part 3 Determination of Significance

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

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

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

Town Board, Town of Canandaigua 4/19/2021

Name of Lead Agency

Date

Douglas E. Finch

Town Manager

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 20

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one:)

of CANANDAIGUA

Local Law No. _____ of the year 20²¹

A local law TO AMEND THE FRONT SETBACK REQUIRMENTS FOR THOSE PORTIONS OF
(Insert Title)
THE CENTERPOINTE PLANNED UNIT DEVELOPMENT THAT FRONT ON
ROUTE 332 OR THOMAS ROAD

Be it enacted by the TOWN BOARD of the
(Name of Legislative Body)

County City Town Village
(Select one:)

of CANANDAIGUA as follows:

SEE ATTACHMENT "A"

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2021 of the (County)(City)(Town)(Village) of CANANDAIGUA was duly passed by the TOWN BOARD on _____ 20____, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 _____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

(Seal)

TOWN OF CANANDAIGUA

LOCAL LAW # ___ OF 2021

ATTACHMENT "A"

SECTION ONE. It is the intent of this local law to amend the Planned Unit Development ("PUD") standards set forth by the Town Board for the Centerpointe Project PUD in 1986, 2005, and 2012 so as to allow the construction of a Motor Vehicle Service Station in accordance with the Town's Comprehensive Plan and Uptown Study.

SECTION TWO. The Town Board's Resolution of PUD Approval for the Centerpointe Project, adopted on October 28, 1986, shall be amended as follows:

1. Section II(C)(2)(a) shall be replaced in its entirety with the following:

From Rout 332 – 35 feet from the right-of-way line in accordance with the Town's Uptown Study, dated March, 2019, provided that any development be in compliance with the design and other guidelines set forth in said Uptown Study as determined by the Planning Board.

2. A new Section II(C)(2)(c)(iv) shall be added as follows:

Except that from the right-of-way line of Thomas Road the minimum front setback shall be 35 feet from the right-of-way line in accordance with the Town's Uptown Study, dated March, 2019, provided that any development be in compliance with the design and other guidelines set forth in said Uptown Study as determined by the Planning Board.

SECTION THREE. Invalidation. If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

SECTION FOUR. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Canandaigua Town Board			
Name of Action or Project: Centerpointe PUD Local Law Update			
Project Location (describe, and attach a location map): Town of Canandaigua			
the Town Board of the Town of Canandaigua is considering a Local Law to amend the language in the Centerpointe PUD to amend the setback requirements to be more in keeping with the proposed Uptown Plan			
Name of Applicant or Sponsor: Town of Canandaigua Town Board		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Doug Finch, Town of Canandaigua</u> Date: <u>4/19/2021</u></p> <p>Signature: _____ Title: <u>Town Manager</u></p>		

Project:	Amend PUD Local Law
Date:	4/19/2021

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: Amend PUD LL

Date: 4/19/2021

Short Environmental Assessment Form Part 3 Determination of Significance

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

The Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering a Local Law to amend the language in the Centerpointe PUD to amend the setback requirements to be more in keeping with the proposed Uptown Plan.

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

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

Town Board, Town of Canandaigua 4/19/2021

Name of Lead Agency Date

Douglas E. Finch Town Manager

Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer)

PRINT FORM

§ 220-28. PUD Planned Unit Development District.

A. Legislative intent.

- (1) The intent of this planned unit development (PUD) provision is to encourage a greater degree of flexibility for development and to provide a variety of residential and nonresidential activities in a planned, controlled environment in a manner blending all land uses into a functionally and aesthetically complementary whole, within the framework of the Comprehensive Plan. A planned unit development proposal may contain both individual building sites and common property which are proposed for development as an integrated land use unit. A mix of light manufacturing/research development and commercial uses may also be included to provide employment opportunities and enhancements to the tax base. Retail and service uses may be included to provide for shopping needs.
- (2) These regulations are further intended to encourage a coordinated development review process that includes adequate input from all involved agencies to ensure that resulting PUDs represent practical plans for development that continue to meet the intent of the Town's adopted plans and this chapter.

B. General requirements.

- (1) PUD zonings approved by the Town Board shall replace the use, dimensional and other Town Code requirements as specified in the individual rezoning determinations and shall become the basis for continuing land use controls within the specified PUD district.
- (2) Minimum area. The minimum area required to qualify for a Planned Unit Development District (PUD) shall be 100 contiguous acres, but where the applicant can demonstrate that the characteristics of the subject property will meet the objectives of this section, the Town Board may approve projects with less acreage.
- (3) Common open space.
 - (a) Permanently protected open space shall be provided and shall not be less than 20% of the gross area of a proposed planned unit development.

- (b) The developer shall have as many dwelling units (all types) as is feasible abut or be near an open space area.
- (c) Such common open space may be retained in private ownership or received in dedication by the Town.
- (d) If the open space remains in private ownership, arrangements for the operation, maintenance, improvement and liability of such common property and facilities must be approved by the Town Board.

C. Permissible uses.

- (1) This section sets forth the uses that the Town Board may approve for a planned unit development. Such uses include and shall be limited to the following:
 - (a) Single-family detached dwellings.
 - (b) Townhouses.
 - (c) Apartment buildings.
 - (d) Office uses.
 - (e) Retail sales and service uses.
 - (f) Light manufacturing/research and development.
 - (g) Public uses.
 - (h) Common, public or private open space, park or recreation areas, but which may not include any such uses detrimental to existing or prospective development of the neighborhood.
 - (i) Accessory and temporary uses customarily incidental to any of the foregoing uses.

D. Mix of uses, area density and design standards.

- (1) The mix, scale, density, and general design of permitted uses shall be determined by the Town Board.

E. PUD application procedure.

- (1) Pursuant to the requirements of this section, applicants seeking PUD approval shall first secure rezoning from the Town Board based on a submitted plan for development to establish use and bulk density requirements.

- (2) The applicant shall first make presentation to the Town Board requesting that they consider the PUD zoning request. The request shall describe the area to be zoned as well as the subsequent proposed development. If the Town Board agrees to consider the request, the matter shall be referred to the Planning Board for a sketch plan review and recommendation.
- (3) Concept proposal discussion and recommendation.
 - (a) Before submittal of a formal PUD zoning application for Town Board consideration, the developer shall meet with the Town Planning Board to discuss a concept sketch in compliance with Town Code § 220-66.
 - (b) The Planning Board shall make a recommendation regarding said sketch plan to the Town Board no more than 30 calendar days after receipt of said proposal.
 - (c) Upon recommendation by the Planning Board, the developer may proceed to prepare the planned unit development (PUD) zoning application for submission to the Town Board.
- (4) Contents of PUD zoning application. The application shall contain the following information:
 - (a) Location and extent of all proposed land use, including open space, and area map showing parcel under consideration and all properties, subdivisions, streets, zoning classifications and easements within 500 feet of the parcel.
 - (b) All interior streets, roads, easements and their planned public or private ownership, as well as all points of access and egress from existing public rights-of-way.
 - (c) Specific definition of all uses, indicating the number of residential units and the density of each residential housing type, as well as the overall project density.
 - (d) The overall water and sanitary sewer system with proposed points of attachment to existing systems; the proposed stormwater drainage system and its relation to existing systems.
 - (e) Description of the manner in which any areas that are not to become publicly owned are to be maintained, including

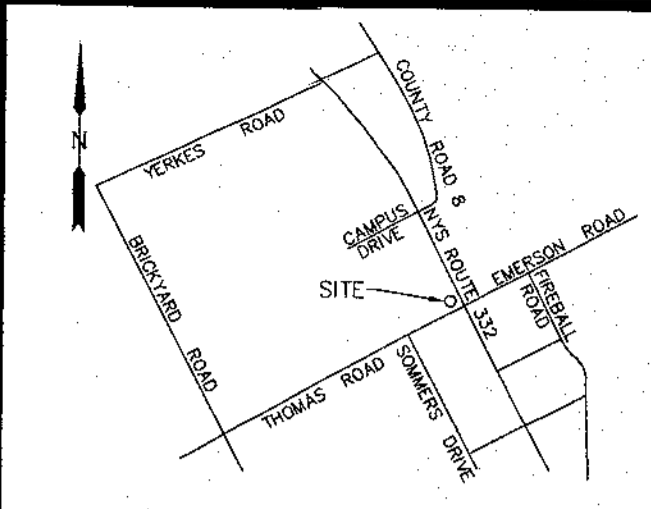
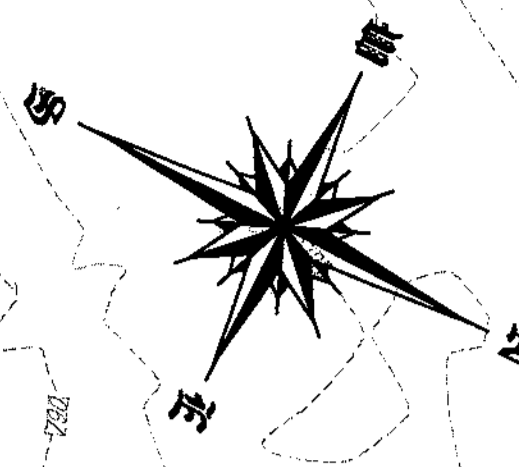
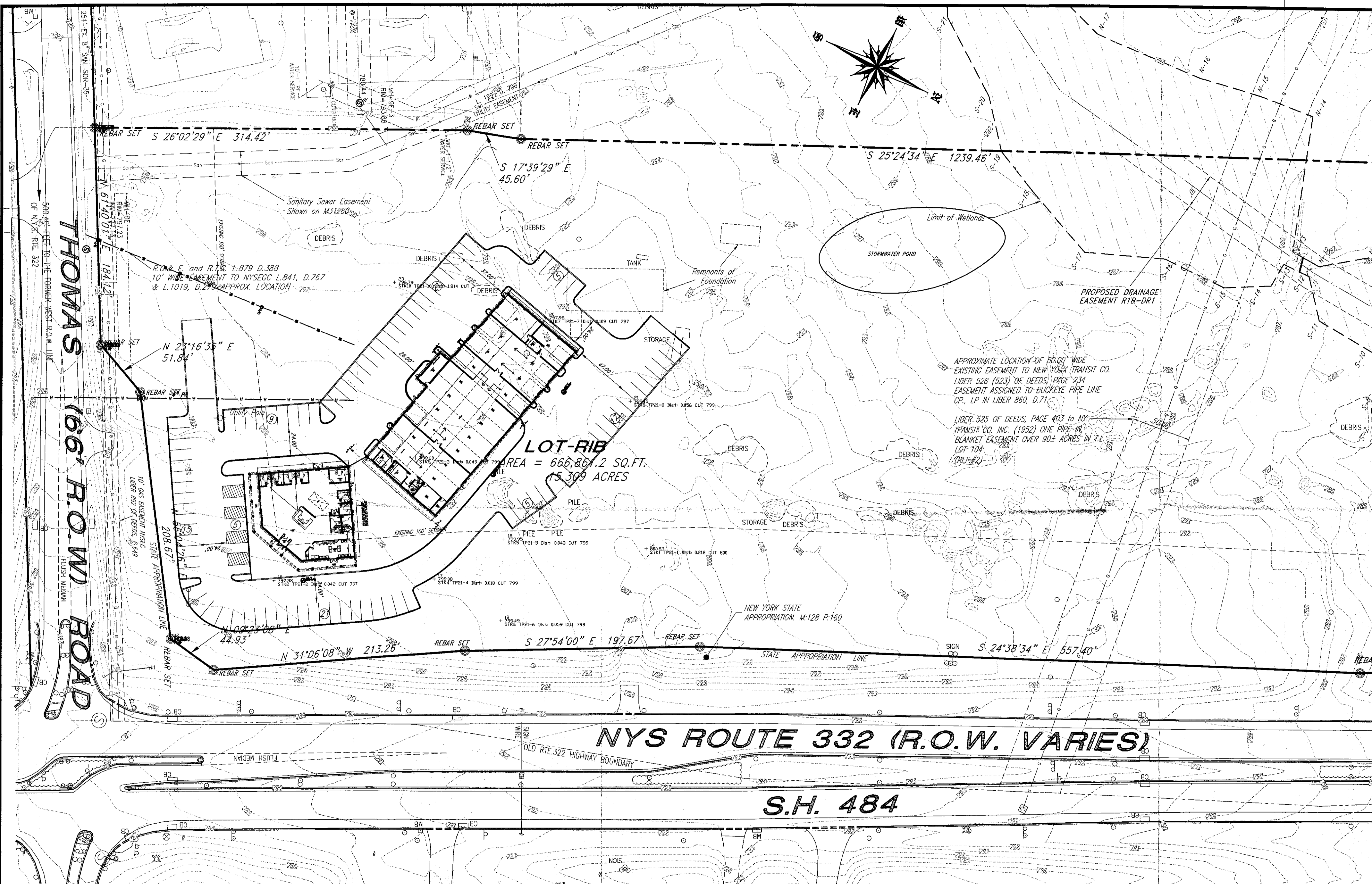
open space, streets, lighting and others, according to the proposals.

- (f) If the development is to be phased, a description and graphic representation of the phasing of the entire proposal in terms of length of time, type and number of units or activities completed per phase.
 - (g) A description of any covenants, grants of easements or other restrictions proposed to be imposed upon the use of the land, buildings or structures, including proposed easements for public utilities.
 - (h) A written statement by the applicant setting forth the reasons why the proposal would be advantageous to and in the best interests of the entire Town of Canandaigua.
 - (i) PUD applications shall not be considered complete until a negative declaration has been filed or until a notice of completion of the draft environmental impact statement has been filed in accordance with the provisions of the State Environmental Quality Review Act.¹
- (5) The Town Board, upon receipt of the proposal, shall send one copy to the Town of Canandaigua Planning Board, the Environmental Conservation Board the Town Engineer and others as required for further review and recommendation.
- (6) Town Board decision and applicant acceptance.
- (a) The Town Board shall, as part of a resolution granting PUD approval, specify the drawings, specifications and performance guaranty that shall be required to accompany any subsequent application for site plan and/or subdivision approval.
 - (b) Within 30 days of a Town Board approval, the applicant shall notify the Town Board of the acceptance of or refusal to accept all specified conditions.
 - (c) If the developer refuses to accept the specified conditions, the Town Board shall be deemed to have denied PUD zoning approval. If the developer accepts, the proposal shall stand as granted.
- (7) Application for site plan and/or subdivision approval.

1. Editor's Note: See Environmental Conservation Law § 8-0101 et seq.

- (a) After approval of the PUD zoning by the Town Board, the applicant must secure site plan and/or subdivision approval as required by this chapter and Chapter 174, Subdivision of Land.
 - (b) A Planning Board decision on the site plan may require revisions. Said revisions shall be limited to siting and dimensional details within general use areas and shall not significantly alter the PUD plan as it was approved by the Town Board.
 - (c) Request for changes in PUD zoning plan. If, during site plan/subdivision review, it becomes apparent that certain elements of the PUD plan, as it has been approved by the Town Board, are unfeasible and in need of significant modification:
 - [1] The applicant shall have an opportunity to present a proposed solution to the Planning Board as part of the site plan/subdivision.
 - [2] The Planning Board shall then determine whether or not the modified plan is still in keeping with the intent of the PUD zoning resolution.
 - [3] If a negative decision is reached, the applicant may further modify the proposal or request a formal amendment of the PUD zoning from the Town Board.
 - [4] If an affirmative decision is reached, the Planning Board shall notify the Town Board stating all of the particulars of the matter and its reasons for feeling the project should be continued as modified. Planning Board approval may then be given only with the consent of the Town Board.
 - (8) Phasing. For PUDs to be developed in phases, individual phases shall have an integrity of use and function so that if the entire PUD would not be completed, those portions of the PUD already constructed will not present a threat to the public health, safety and welfare.
- F. Other regulations applicable to planned unit developments.
- (1) Regulation after initial construction and occupancy. For the purposes of regulating development and use of property after initial construction and occupancy, any changes other than use changes shall be processed as a special permit request to

the Planning Board. Use changes shall be in the form of a request for Town Board approval. Properties lying in Planned Unit Development Districts are unique and shall be so considered by the Planning Board or Town Board when evaluating these requests, and maintenance of the intent and function of the planned unit shall be of primary importance.



LOCATION SKETCH
N.T.S.

DATE	REVISED CONCEPT	BY
2/10/21	REVISED CONCEPT	AIL

McMahon LaRue Associates, P. C.
ENGINEERS AND SURVEYORS

822 HOLT ROAD
WEBSTER, NY 14580
(585)-436-1080
WWW.MCMAHON-LARUE.COM

DRAWING ALTERATION
THE FOLLOWING IS AN EXCERPT FROM THE NEW YORK STATE EDUCATION LAW, ARTICLE 145, SECTION 7209 AND APPLIES TO THIS DRAWING:
* IF IT IS A VIOLATION OF THIS LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY IF AN ITEM BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION *



TOWN OF CANANDAIGUA
DEVELOPMENT OFFICE

CLIENT: ZIEBART
1505 LYELL AVENUE
ROCHESTER, NEW YORK 14606

DATE: FEB 24 2021

PROJECT:
ZIEBART CANANDAIGUA
TOWN OF CANANDAIGUA

DRAWING:
SKETCH SITE PLAN
LOT - RIB

PART OF TOWN LOT 104
TOWNSHIP 10, RANGE 3
PHELPS AND GORHAM PURCHASE
TOWN OF CANANDAIGUA, ONTARIO COUNTY
STATE OF NEW YORK

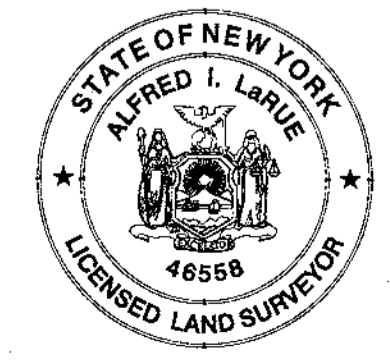
DESIGNED BY:	AIL
DRAWN BY:	AIL
CHECKED BY:	GWM, BJW
S.B.L. #	56.00-01-54.117
PROJ. NO.	1413-00 (MAPPING 1006-23 NEW BASE)
DATE:	NOVEMBER 10, 2020
SCALE:	1"=40'
SHEET OF	2 OF 2
CADD FILE	CONCEPT SITE

SITE DATA:

Tax map no. 56.00-01-54.117 Lot-R1B
Area = 666,861.2 Square Feet or 15.309 Acres
Parcel zoned PUD October 28, 1986 Amended Local Law #10 dated 2005
Proposed building is 21,037 square feet gross.
Parking Provided = 100 cars (9' by 18') including 5 handicap
Parcel zoned PUD October 28, 1986 Amended Local Law #10 dated 2005

REFERENCES:

Map no. 31280

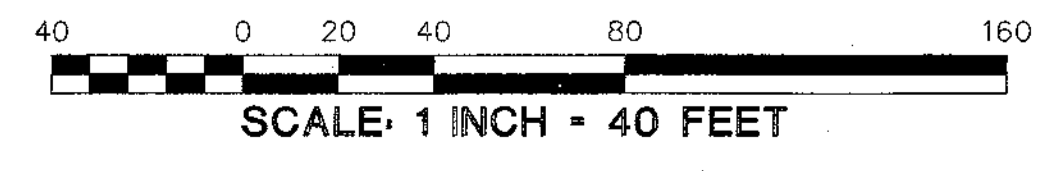


CERTIFICATION

I hereby certify to the parties listed here under that this map was made using the reference material listed herein and the notes of an instrument survey performed in accordance with the current standards of the New York State Association of Professional Land Surveyors completed on October 6, 2020.

PRINTED
FEB 24 2021
McMAHON LaRUE

Alfred LaRue, N.Y.S.P.L.S. # 046558



Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

Established 1789

ZONING LAW DETERMINATION

PROPERTY OWNER: Lynn Farash
PROPERTY ADDRESS: 0000 State Route 332
TAX MAP NUMBER: 56.00-1-54.117
ZONING DISTRICT: PUD

DETERMINATION REFERENCE:

- Application for Sketch Plan Review, dated 11/09/2020. Received for review by Town on 11/10/2020.
- Sketch Site Plans titled, "Ziebart Canandaigua" by McMahon LaRue Associates, dated 11/2020, revision date of 2/10/2021, received by the town on 2/10/2021.
- Canandaigua Town Board Resolution of PUD Approval dated 10/28/1986.

PROJECT DESCRIPTION:

- Applicant is requesting sketch plan review of a conceptual development for a Motor Vehicle Service Station.

DETERMINATION:

- Applicant is requesting Sketch Plan Review pursuant to Town Code Chapter 220 Section 66.
- Prior to referral to the Planning Board, the Town Board shall determine if the application is sufficient, if the proposed use is permitted within the PUD, and take action as appropriate.

REFERRAL TO TOWN BOARD FOR:

- This application is required to be reviewed by the Town Board.
- Town Board to make determination if application materials are sufficient to make determination.
- Town Board to make determination if proposed use is permitted with the scope of the PUD.

CODE SECTIONS: Chapter §1-17; §220-28; §220-66

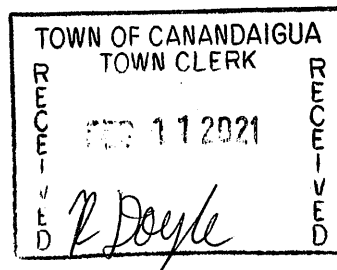
DATE: February 11, 2021

BY: 
Christopher Jensen, Zoning/Code Officer

CPN- 20-080

NYS Town Law, Section 267-a(5)(b), an appeal may be made to the ZBA within 60 days of the date of this determination.

c: Binder
Property Owner
Town Clerk



After discussion the following resolution was offered by Supervisor Holden, seconded by Councilman LaCrosse and unanimously adopted:

(EXHIBIT D - SEQRA FINDINGS FOR CENTERPOINTE)

RESOLVED THAT, the SEQRA Findings for CENTERPOINTE, in the form attached, be and hereby are adopted as the Findings of the Town Board.

Attorney Madden explained the next resolution that is before the board for consideration concerns approval of the creation of the Centerpointe Planned Unit Development and appropriate changes on the Town Zoning Map.

The following resolution was offered by Supervisor Holden, seconded by Councilman La Crosse and unanimously carried.

(EXHIBIT E - PUD Approval of the CENTERPOINTE PROJECT)

Supervisor Holden thanked the Planning Board and Town Board and Town Consulting Team for their interest and efforts in reviewing and helping to refine such an important project proposal. This is the largest project ever considered in the Town of Canandaigua and it will have a major economic impact on this area as it is developed.

After audit of the bills by members of the Town Board, Abstract # 20 in the amount of \$21,219.41 from Highway Department, \$10,977.74 from General Fund, \$1,402.59 from Water Department, \$848.24 from Pump Station., Councilman Boyce made the motion that the bills be paid, seconded by Councilman Outhouse. Carried.

Supervisor Holden asked Roger McDonough, Watershed Inspector to attend tonight's meeting to discuss reinforcement procedures with the Canandaigua Lake Watershed and also questions he may have concerning the newly adopted town wide Watershed Ordinance. The Supervisor commented that the board has expressed its sincere interest in protecting the lake as evidenced partly by Canandaigua Town being the first Town in the County to develop and enact a Watershed Local Law. Since the Town has enacted the law, several questions have arisen, one of them being who has specific responsibility for various areas within the Town. One of the factors the Town modified in the law was to expand the Watershed area to cover the entire Town, not just Canandaigua Lake Watershed. As Supervisor Holden pointed out only 40% of the Town is in Canandaigua Lake Watershed, while 60% exist in other watersheds. While the board's stated commitment is to focus on protection for Canandaigua Lake, the concern exists for the entire Town and the main objective is to get the job done right. They are not presently satisfied that this is satisfactorily being done.

Roger McDonough explained there are two separate jurisdictions:

1. State Public Health Law dictates that a Watershed Inspector be appointed by the municipalities surrounding the lake.
2. Town of Canandaigua Watershed Local Law which Mr. McDonough says does not repeal the State Law.

Mr. McDonough said the Town can not enact anything less than the State Regulations (Blue Book). The Town can have its own inspector, which in Mr. McDonough's opinion is in addition to his inspection. In order to have a legal septic system in the Watershed, according to Mr. McDonough two inspectors must approve the system. (State & Town).

Mr. McDonough presented copies of letters from the State Health Dept. and City of Canandaigua reference NYS Public Health Law and rules and regulations of the Canandaigua Lake Watershed. Supervisor Holden advised Mr. McDonough that all Town Board members, have previously been provided with copies of all of these documents.

Mr. McDonough reported that the City of Canandaigua states he is their employee with his activity financed through the water fund which comes from metered water sales.

**TOWN BOARD RESOLUTION
(FINDINGS)**

RESOLVED THAT the SEQRA Findings for **CENTERPOINTE**, in the form attached, be and hereby are adopted as the Findings of the Town Board.

SEQRA FINDINGS FOR CENTERPOINTE
(KANANDAQUE) PROJECT

DATE: October 28, 1986

LEAD AGENCY: Town Board
Town of Canandaigua
2 North Main Street
Canandaigua, New York 14424

CONTACT FOR FURTHER INFORMATION: Attention: M. James Holden, Supervisor
Telephone: (716) 394-1120

PROJECT DESCRIPTION: The **CENTERPOINTE (KANANDAQUE) DEVELOPMENT** is a multi-use, planned unit development proposed for a 425 acre site located in the Town of Canandaigua. The project site is bounded by Thomas Road on the south, Brickyard Road on the west, Yerkes Road on the north and New York State Route 332 on the east. It is presently planned that at full development, the project would include: improvement and retention of existing 174 acre golf course; retention of existing 60 acre wetland and buffer area; construction of commercial, office and hotel space of approximately 485,000 square feet; construction of office, light industrial/research and development space of approximately 790,000 square feet; construction of approximately 340 multi-family apartment units; construction of approximately 231 townhouse units.

AGENCY ISSUING FINDINGS: Town Board of the Town of Canandaigua

DOCUMENTS: These Findings are based upon the environmental review contained in the Draft Generic Environmental Impact Statement ("DGEIS") and Final Generic Environmental Impact Statement ("FGEIS") for **CENTERPOINTE**.

FINDINGS: The Town Board as Lead Agency hereby finds and concludes that:

(a) It has given consideration to the DGEIS and FGEIS.

- (b) The requirements of SEQRA have been met.
- (c) Consistent with applicable social, economic and other essential considerations, from among the reasonable alternatives thereto, the PUD plan for Centerpointe is one which minimizes or avoids adverse environmental effects to the maximum extent practicable.
- (d) To the maximum extent practicable, adverse environmental effects revealed in the DGEIS and FGEIS will be minimized or avoided as a result of modifications made to the original PUD plan, the mitigation measures identified in the FGEIS and as a result of conditions to be incorporated by the Town Board to any PUD approval.

**FACTS, CONCLUSIONS
AND STANDARDS:**

The following facts, conclusions and standards form the basis for these Findings:

General Background

1. The Town Board of the Town of Canandaigua has acted as Lead Agency for State Environmental Quality Review Act ("SEQRA") review purposes for a proposed Planned Unit Development rezoning in the Town of Canandaigua known as the Centerpointe Project (formerly known as Kanandaque).
2. The Applicant for the Planned Unit Development ("PUD") approval is The Farash Corporation, Rochester, New York.
3. The site which is the subject of the PUD application and which has been the subject of SEQRA review is an approximately 425 acre site located in the Town of Canandaigua and bounded by Thomas Road on the south, Brickyard Road on the west, Yerkes Road on the north, and New York State Route 332 on the east.
4. The PUD application requests approval for a mix of land uses including: improvement and retention of existing 174 acre golf course; retention of existing 60 acre wetland and buffer area; construction of commercial, office, and hotel/motel space of approximately 485,000 square feet; construction of office, light industrial/research and development space of approximately 790,000 square feet; construction of approximately 340 multi-family apartment units and construction of approximately 231 townhouse units.

5. The Applicant is an experienced developer, builder and operator of residential units, commercial, office, light industrial/research and development properties. Recent projects in Ontario County the Applicant has been involved in include development and construction of light industrial/research and development projects in the Towns of Farmington and East Bloomfield.

6. The Applicant initially submitted a Concept Development Plan for the Project to the Town of Canandaigua Planning Board on May 14, 1985. Subsequent to that date, and in connection with the environmental review process, certain modifications to the proposed Project have been developed and submitted by the Applicant. The present proposal is represented by a plan dated June 30, 1986 and identified as Drawing 7486FS.

Land Use Planning and Zoning

7. The predominant zoning designation on the Project site is R-1 Residential (387 acres). Approximately 38 acres of the site is zoned C-1 Commercial. The C-1 Commercial zoning includes approximately 4,400 feet of frontage along Route 332 and is 500 feet deep and parallel to that road.

8. The Town of Canandaigua PUD Ordinance (as revised July 22, 1986) encourages the coordinated development of large blocks of land.

9. The Ontario County Planning Board has endorsed the concept of a PUD development at this site.

10. The Town's Planning Consultants have advised that the type of development represented by the PUD Project is consistent with the proposed master plan update presently being developed.

11. The PUD application appears to be consistent with the density and design requirements of §74-6 the Town of Canandaigua PUD Ordinance with the exception that the Applicant must devote additional acreage to the multi-family apartment use to justify 340 apartment units (see PUD Law, §74-6(c)(4)). Specifically, the Town Board finds that development of this land as a PUD will meet the objectives of the PUD Law, §74-3, which are:

- A. A maximum choice in the types of environment, occupancy tenure (e.g., cooperatives, individual, condominium, leasing), types of housing, lot sizes and community facilities available to persons at all economic levels.
- B. Provision of usable open space and recreation areas and convenience in location of sales and service areas.
- C. A development pattern which preserves trees, outstanding natural topography and geographic features and prevents

soil erosion.

- D. A creative use of land and related physical development which allows an orderly transition of land from rural areas.
- E. An efficient use of land resulting in smaller networks of utilities and streets.
- F. A development pattern in harmony with the objectives of this chapter and the Comprehensive Plan.
- G. A more desirable environment than would be possible through the strict application of other articles of the Zoning Ordinance.
- H. A mixture of land uses to enhance job creation, retention, increase of tax base, and variety of settings.

12. Pursuant to the Town's PUD Ordinance, the Applicant will be required to submit detailed site plans to the Town Planning Board and to obtain Town Planning Board approval before any specific development may occur on the site. The Applicant will also be required to receive any and all permits necessary from State, County or local agencies having jurisdiction. The PUD process provides a vehicle for controlled, orderly growth and development of this site.

13. The Draft Generic Environmental Impact Statement ("DGEIS") and Final Generic Environmental Impact Statement ("FGEIS") prepared for the Project fully describe the environmental setting, potential impacts and appropriate mitigation measures for the Project. Many of the mitigation measures proposed have been incorporated into and made part of the most recent PUD plan.

14. The social and economic impacts of the Project have been identified and reviewed.

Wetland Impacts and Mitigations

15. The wetland resource on the site, possible impacts and appropriate mitigation measures are all discussed in the DGEIS. The benefits of the wetland can, with proper planning and mitigation measures, be preserved while permitting development of the site. It is proposed that there would be only limited encroachments in buffer areas for such purposes as storm water detention, parking, possible building encroachment, drainage structures, possible nature trails and a possible encroachment required to mitigate traffic impacts by constructing an internal roadway at the most westerly portion of the wetland area. Development will be clustered on non-wetland areas to preserve wetland values and to maximize efficiency in the construction and use of roads and other utilities.

16. The Town Engineers have made certain recommendations regarding mitigation measures which can be incorporated into the Project to mitigate impacts on the wetland and buffer area.

Drainage

17. The DGEIS identifies existing drainage patterns and recognizes that the drainage off-site is controlled by an existing culvert under Route 332. Provisions for drainage control are also identified in the DGEIS.

Transportation

18. New York State Route 332 is the primary artery serving the proposed development. The other three roads bounding the site are Town roads.

19. The Project when fully constructed will add additional traffic to surrounding roads. The DGEIS identifies road improvements and controls which will be necessary to mitigate traffic impacts. These include limiting points of access on to Route 332; signalization; and road improvements to enhance the function and safety of Route 332. The most recent PUD plan has been revised to incorporate the internal roadway system and access points on Route 332 as proposed by the DGEIS.

Utilities

20. The DGEIS identifies the necessity for extending utilities to the site. There is adequate treatment capacity in the City of Canandaigua Water Treatment Plant, but complete development of the site would require improvements in the distribution system. Such improvements are anticipated to be completed in 1988 or 1989 and the City's Coordinator of Public Works has reported that he does not foresee any difficulties with supplying the proposed Project with the required volumes of water.

21. Sanitary sewer services would have to be extended to the site. Two alternatives for such service extension are identified and discussed in the DGEIS. The additional flows created by the Project, however, would be well within the County's allotment of the City of Canandaigua Waste Water Treatment Plant capacity.

Community Services

22. The existing level of services, possible impacts from the Project and related matters are discussed in the DGEIS. Additional public services such as school, police services, fire and emergency services will be required as a result of the completion of the Project and completion of other projects proposed in the area. The DGEIS indicates that tax revenues generated will more than offset the additional cost of added services.

Energy

23. The proposed structures would be built in conformity with the New York State Energy Conservation Construction Code and New York State Building Code.

24. Energy would be consumed in the construction of improvements.

Alternatives

25. Alternatives to the proposed Project including the "no action alternative" were discussed and evaluated in the EIS. Development of the site under existing zoning would result in equal or greater environmental and social impacts, but would yield fewer social and economic benefits than the PUD development.

Proceedings To Date

26. Proceedings prior to June 24, 1986 are set forth at Pages 1 and 2 of the DGEIS. These proceedings include the early and active involvement of numerous involved agencies and the public in scoping the DGEIS.

27. On June 24, 1986, the Town Board, as Lead Agency, accepted the DGEIS for scope, content and adequacy, set a public hearing on the DGEIS and PUD plans; referred the latest PUD plans to the County Planning Board and Town Planning Board; and established a public comment period on the DGEIS.

28. On July 29, 1986, a duly noticed public hearing was held for the purpose of receiving comments on the DGEIS and for the purpose of receiving public comments on the proposed PUD.

29. On August 4, 1986, the DGEIS comment period ended.

30. An FGEIS was prepared by the Town Consulting Engineers.

31. On September 9, 1986, the FGEIS was accepted for filing by the Lead Agency and copies of the FGEIS and Notice of Completion were duly filed, posted, published and distributed.

32. Subsequent to the adoption of these findings, the Town Board will take action on the PUD application. The Board can approve, disapprove or approve with modifications and conditions.

33. If the Town Board approves the PUD plan, the Applicant would then be free to prepare detailed site plans for development of portions of the Project as they become commercially viable. The Applicant and Planning Board would be bound by any and all conditions attached to the Town Board's PUD approval.

TOWN OF CANANDAIGUA
CENTERPOINTE PROJECT

TOWN BOARD RESOLUTION
OF
PUD APPROVAL

WHEREAS:

1. An application has been made by The Farash Corporation pursuant to the Planned Unit Development Code ("PUD") of the Town (Chapter 74 as revised July 22, 1986) for the CENTERPOINTE Project.

2. The CENTERPOINTE (KANANDAQUE) DEVELOPMENT is a multi-use, planned unit development proposed for a 425 acre site located in the Town of Canandaigua. The project site is bounded by Thomas Road on the south, Brickyard Road on the west, Yerkes Road on the north and New York State Route 332 on the east. It is presently planned that at full development, the project would include: improvement and retention of existing 174 acre golf course; retention of existing 60 acre wetland and buffer area; construction of commercial, office and hotel space of approximately 485,000 square feet; construction of office, light industrial/research and development space of approximately 790,000 square feet; construction of approximately 340 multi-family apartment units; construction of approximately 231 townhouse units. Approximately 191 acres of the 425 acre site would be selectively cleared for development. Approximately 55% of the project area would remain essentially undisturbed.

3. A complete environmental review of the Project has been conducted pursuant to the State Environmental Quality Review Act ("SEQRA"). The Findings required by the SEQRA regulations have been adopted by the Town Board and such Findings are hereby incorporated by reference.

4. Duly noticed public hearings have been held concerning the PUD application.

5. The PUD application as originally submitted has been modified to reflect comments or suggestions made during the environmental review process.

6. The PUD application is represented by a plan dated June 30, 1986 and further identified as Planned Unit Development, Drawing 7486FS, which document is on file in the Town Clerk's Office.

NOW THEREFORE BE IT RESOLVED THAT:

- I. The Town Board, pursuant to Chapter 74 of the Code of the Town of Canandaigua does hereby approve the creation of the Center-

pointe Planned Unit Development as represented by the drawings referenced above.

II. This PUD zoning approval shall be subject to the following terms and conditions:

(A) Uses. The mix of uses shown on the plans is hereby approved.

(B) Scale. The maximum scale or density of the respective uses shall be:

(1) Commercial, office and hotel space - 485,000 square feet net leasable space.

(2) Office, light industrial/research and development - 790,000 square feet net leasable space.

(3) Apartment and townhouse units - 571. The developer shall have flexibility in the actual mix between townhouse and apartment units provided that neither type of unit shall comprise more than 65% of the 571 residential units. The maximum density shall be 15 units per acre apartments and 10 units per acre townhouses.

571
371 Apts
200 Townhouse

(4) The wetland area and wetland buffer area comprising approximately 60 acres shall be retained as open space subject to such limited and necessary encroachments identified on the PUD Plan including utilities; storm drainage; parking; possible building encroachment to buffer area; nature trails; and the internal road connection between the portions of the Project located north and south of the wetland area. These encroachments shall be subject to receipt of all necessary DEC permits.

(5) The existing 174 acre golf course shall be retained and improved. The developer shall have the flexibility to alter or relocate the existing golf course layout in order to better accommodate the proposed townhouse and apartment units so long as the resulting golf course total acreage is substantially similar to the present golf course area.

(C) Rights-Of-Way, Setbacks:

(1) The internal road system to be constructed shall be designed to Town standards and shall have a right-of-way width of 50 feet except that the Town reserves the right to require a right-of-way width of up to

75 feet within 500 foot depth from the intersections of the internal road with Route 332 (2 points) and/or Yerkes Road (1 point).

(2) The minimum front setbacks shall be:

- (a) From Route 332 - 100 feet from the expanded (99 foot) right-of-way line. No structures, or parking, shall be placed within this setback area and provision shall be made in site plans for the landscaping of the setback area. This setback is a specific variance from the 332 corridor plan and is granted because there will be no frontage road developed; no individual access from Route 332 except via the internal road; and the site plan provides for the reverse frontage road concept.
- (b) From the internal road system - 50 feet from the right-of-way line. A minimum 20 foot strip of the setback shall be landscaped, and the remaining 30 feet of the setback area may be utilized for parking where the height of the structure to be served is 35 feet or less. For structures greater than 35 feet, the Planning Board, upon site plan review, may require more than a 20 foot landscaped area.
- (c) From the right-of-way line of Thomas Road; Brickyard Road, or Yerkes Road:
 - i) 100 feet for any commercial, office, light industrial/research development, hotel or similar use.
 - ii) 60 feet for any apartment use.
 - iii) 40 feet for any townhouse use.

The details of landscaping, parking, and access within the setback areas from Thomas, Brickyard or Yerkes Roads shall be established by the Planning Board upon site plan review.

(3) Other Setbacks:

- (a) No apartment building shall be closer than 60 feet from any boundary line of the designated apartment area or zone.

- See ZBA decision dated 5/21/13

(b) The minimum width of any side yard abutting a street, driveway or parking area within a townhouse zone shall be 40 feet.

(c) **Height Restrictions.** Maximum building height above finished grade shall not exceed:

- i) 35 feet for townhouses; or other structures fronting on Thomas Road, Brickyard Road, except for a possible apartment use (maximum 45 foot height) located on land at intersection of Brickyard and Yerkes Roads.
- ii) 60 feet for hotel.
- iii) All other uses abutting on Route 332 and Yerkes Road shall not exceed a height of 35 feet above the elevation at the center line of pavement for said Roads at a point opposite the mid-point of the width of the proposed structure or building.
- iv) 60 feet for all office/industrial structures abutting the wetlands portions of the site.
- v) 45 feet for all other office/industrial structures.
- vi) 45 feet for all apartment structures.

(d) **Parking.** The existing zoning district parking requirements shall not apply. Subject to the following, the Planning Board is directed to establish appropriate parking requirements on a site specific basis taking into consideration the proposed use of the site; feasibility of designated compact car parking areas; preservation of open space and a campus-like setting; and any current planning literature. Minimum parking required shall be:

- i) Two spaces per residential unit (townhouse or apartment).
- ii) One space per 1000 square feet of net leasable building area for non-residential uses. Actual parking required shall be determined by the Planning Board.

(D) **Phasing:**

1. Not later than the time of the submission of the first

site plan to the Town Planning Board, the developer shall submit a proposed phasing plan indicating tentative timing for the extension and installation of necessary sewer, water or other utilities to serve the site and indicating the proposed sequence of development on the site. A revised or updated phasing plan shall be submitted with each subsequent site plan submission to the Town Planning Board. Each site plan submission to the Town Planning Board shall comply with the requirements of Chapter 74 of the Town Code and shall also specify the manner in which the development phase proposed by such site plan complies with the overall PUD approval hereby granted and how such development will specifically incorporate the mitigation measures identified in the DGEIS and FGEIS for the Project.

2. The residential units to be constructed shall be developed in a phased manner such that no more than 35% of the total residential units shall be constructed in any one of the first five years following the approval of initial site plan containing residential uses. The purpose of this condition is to mitigate an identified potentially adverse impact to the school system and other public service functions.
3. The developer is encouraged to make efforts to market the Project such that the office, light industrial/research and development uses will occur in the earliest possible phases of the overall Project.

(E) Open Space Preservation:

The wetland and buffer area and the golf course shall be retained as open space and recreation areas. Upon submission of final site plans for each section of the overall PUD, the developer shall submit covenants running with the land or other evidence such as property owners association, in form acceptable to the Town legal advisor and such covenants shall be filed or recorded.

(F) Internal Road Connection:

1. A major mitigating factor identified during the SEQRA process and incorporated into the plan is the link connecting the internal road system on both sides of the wetland area. The Town Board has made a finding that this road link does justify any limited encroachment of the wetland area and buffer.

2. The internal road system shall be completed to provide such link not later than the date construction is completed on a total of 600,000 square feet of any structures within the PUD zone other than townhouses. Any combination of apartment, commercial, hotel, office, light industrial/research and development uses exceeding this square footage shall require the completion of internal road link.
3. The developer shall have the flexibility to extend a private drive from the internal road to the golf club facility; and shall also have the flexibility of extending the internal road to service hotel, commercial, office uses that may develop in the vicinity of the northwest corner of Route 332 and Thomas Road.

(G) Other Conditions:

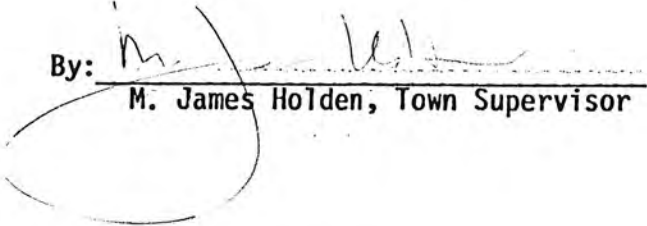
1. The Town Board reserves the right to establish and to require such appropriate financial security as it may deem necessary for the construction and completion of improvements which are to be offered to the Town for dedication.
2. The mitigation measures identified in the DGEIS and FGEIS shall be incorporated into specific site plan.
3. The developer shall, within 30 days, notify the Town Board of its acceptance of these conditions and if the conditions are not accepted, the PUD approval will be deemed denied.

III. Upon receipt of the developer's acceptance, the Town Clerk shall make appropriate notations on the Town Zoning Map; a legal notice shall be published; and thereafter the development of the site shall be controlled by Chapter 74, the approved plan and this resolution rather than the Zoning Ordinance provisions.

34. It is anticipated that if future site specific plans submitted to the Town Planning Board for review are consistent with the design parameters set forth in the DGEIS and with conditions of the Town Board's PUD approval, that no further environmental impact statements will be required. See the SEQRA regulations at §617.15(c).

BY ORDER OF THE TOWN BOARD

By:


M. James Holden, Town Supervisor

DISTRIBUTION:

- 1 Town Board Minute Book
- 1 Project File
- 1 Posted on Town Bulletin Board
- 1 Each Involved Agency

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Canandaigua
Local Law 5 of the year 2012

Amending the Centerpointe Planned Unit Development Local Law
Increase in Leasable Space for Office, Light Industrial/Research and Development

Section 1: Description

Be it enacted that Centerpointe Planned Unit Development PUD local law adopted on October 28, 1986 and amended on October 25, 2005 is hereby further amended to read as follows:

- II. This PUD zoning approval shall be subject to the following terms and conditions:
- (B) The maximum scale or density of the respective uses shall be:
- (1) Commercial office and hotel space – 485,000 square feet net leasable space.
 - (2) Office, light industrial/research and development – ~~790,000~~ 908,200 square feet net leasable space. The purpose of this allowance is to establish a maximum limit for such development within the general use areas shown on the map attached to this local law and titled "Smart System Technology and Commercialization Center – Site Master Plan June 22, 2012". The Planning Board shall establish the acceptable layout and design of individual buildings and appurtenances through the subsequent site plan review.

The following language shall be inserted in Section II, Part (C), (3) "Other Setbacks" of:

- (c) The minimum side and rear setback for office/industrial buildings shall be 30'

Section 2: Invalidation.

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

Section 3: Effective Date.

This local law shall take effect immediately upon filing with the Secretary of State.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law number of 2009 of the Town of having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on , became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law number of of the County of State of New York, having been submitted to the electors at the General Election of November 2009, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript there from and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

Clerk of the Town

(Seal;

Date:



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

ANDREW M. CUOMO
GOVERNOR

CESAR A. PERALES
SECRETARY OF STATE

May 10, 2013

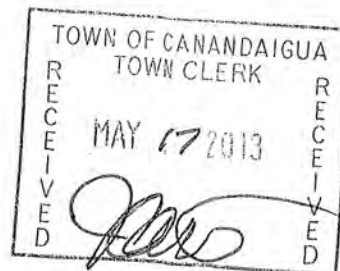
Town Clerk
5440 Route 5 & 20 West
Canandaigua NY 14424

RE: Town of Canandaigua, Local Law 5 2013, filed on May 9, 2013

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 474-2755



Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village

(Select one.)

of Canandaigua

Local Law No. 5 of the year 2013

A local law to amend the Centerpointe PUD zoning to allow a maximum of 109 townhouses

(Insert Title)

on land currently zoned for 37 single family homes.

Be it enacted by the Town Board of the

(Name of Legislative Body)

County City Town Village

(Select one.)

of Canandaigua as follows:

Section 1. Title

This law will be known as "Amendment to Centerpointe PUD to Allow a 109 Townhouses on TMP's 56.000-1-54.115 & 55.116"

Section 2. Legislative Purpose and Intent

The purpose of this local law is to amend the existing Planned Unit Development Zoning for the Centerpointe PUD to allow residential development of parcels located along Brickyard Road and Thomas Road in a manner consistent with existing development patterns and the PUD zoning approved in 1986.

The intent of this local law is to:

1. Amend the existing Centerpointe PUD to allow development of 109 townhouses on land currently approved for 37 single family dwellings.
2. Reserve the full authority of the Town of Canandaigua Planning Board as described in Town Code and NYS Law to, through the subsequent development review process, require a layout and design consistent with the requirements and intent of Town Code.

Section 3. Amended Language

The existing Centerpointe Planned Unit Development zoning for the following parcels is hereby amended to allow development of a maximum of 109 townhouses on two parcels, the boundaries of which are described as follows:

TAX MAP PARCEL 56.00-1-54.116

ALL THAT TRACT OR PARCEL of land situated in part of Town Lot 103, Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING AT A POINT, on the easterly right-of-way line of Brickyard Road (66' wide right-of-way), at its intersection with the northerly right-of-way line of Thomas Road (66' wide right-of-way) said point also is southwest corner of Lot R 1 D as shown on map filed in O.C.C.O. Map #31280, thence;

- 1) N 27° 24' 45" W, along the easterly right-of-way line of Brickyard Road, a distance of 1391.56' feet to the northwesterly corner of Lot R1D; thence,
- 2) N 62° 35' 15" E, along the northerly line of Lot R1D, a distance of 150.00' feet to the northeasterly corner of Lot R 1 D; thence,
- 3) S 27° 24' 45" E, along the easterly line of Lot R1D, a distance of 1157.23' feet to a point of angle; thence,
- 4) N 78° 10' 52" E, along the northerly line of Lot R1D, a distance of 287.95' feet to a point of angle; thence,
- 5) N 61° 39' 44" E, along the northerly line of Lot R1D, a distance of 842.00' feet to the northeasterly corner of Lot R 1 D; thence,
- 6) S 28° 20' 15" E, along the easterly line of Lot R1D, a distance of 150.00' feet to the southeasterly corner of Lot R1D and on the northerly right-of-way lint of Thomas Road; thence,
- 7) S 61° 39' 44" E, along the northerly right-of-way line of Thomas Road, a distance of 1271.83' feet to the POINT OF BEGINNING.

CONTAINING: 387,997 Square Feet or 8.907 Acres of land, more or less.

TAX MAP PARCEL 56.00-1-54.115

ALL THAT TRACT OR PARCEL of land situated in part of Town Lot 103, Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING AT A POINT, on the easterly right-of-way line of Brickyard Road (66' wide right-of-way), N 27°24'45" W, along the easterly right-of-way line of Brickyard Road, a distance of 1700.94' feet its intersection with the northerly right-of-way line of Thomas Road (66' wide right-of-way) said point also is southwest corner of Lot R 1 F as shown on map filed in O.C.C.O. Map #31280, thence;

- 1) N 27° 24' 45" W, along the easterly right-of-way line of Brickyard Road, a distance of 1837.85' feet to the northwesterly corner of Lot R 1 E and the southwesterly corner of Lot R 1 F; thence,
- 2) N 62° 35' 15" E, along the northerly line of Lot R 1 E, a distance of 150.00' feet to the northeasterly corner of Lot R 1 E; thence,
- 3) S 27°24' 45" E, along the easterly line of Lot R 1 E, a distance of 1837.85' feet to the southeasterly corner thereof; thence,
- 4) S 62° 35' 15" W, along the southerly line of Lot R 1 E, a distance of 150.00' feet to the POINT OF BEGINNING.

CONTAINING 275,677 Square Feet or 6.329 Acres of land, more or less.

Additional requirements:

1. Except as provided below the Planning Board shall have the authority to require such changes in the proposed layout and design of the development as they determine are necessary to minimize the visual impact of this development on Brickyard Road, Thomas Rd and adjacent properties. This shall include the authority to require modifications and/or variations to proposed siding, colors and other exterior design elements.
2. The minimum front setback shall be 40 feet. *(From Brickyard Rd and Thomas Rd r-o-w)*
3. The minimum rear setback shall be 10 feet.
4. The minimum side setback shall be 20 feet.
5. The maximum lot coverage shall be 65%.
6. Each townhouse dwelling unit shall have a minimum of one one-car garage.
7. For each unit the applicant shall identify on the floor plans, a minimum of 200sf of interior floor space designated for storage. *per dwelling unit this could include laundry room*
8. Each lot shall have a permanent deed restriction that prohibits onsite storage of boats, trailers and recreational vehicles and limits onsite storage of personal vehicles to two licensed, registered, and inspected vehicles/townhouse.
9. There shall be no accessory structures allowed.
10. Minimum habitable floor area per dwelling unit shall be:

- (a) Townhouse unit, three bedrooms: 1,000 square feet.
 - (b) Townhouse unit, two bedrooms: 850 square feet.
11. No exterior wall shall exceed 50 feet in length unless there is a lateral offset of at least four feet in its alignment not less frequently than along each 50 feet of length of such exterior wall.
 12. Each townhouse dwelling unit grouping shall contain not more than eight dwelling units with a minimum 20' separation between each dwelling unit grouping.
 13. Parking requirements. Requirements for off-street parking as provided in Town Code, Chapter 220 Article VIII shall be met, except that the location of off-street parking lots may be modified to conform with the approved site plan, provided that such lots shall not be located within the front yard or the required side yard setback. Paved pedestrian walkways, with appropriate lighting, shall be provided from off-street parking areas to all living units each parking area is intended to serve. In addition to the standards required in Chapter 220 Article VIII, the following standards shall be met:
 - (a) In addition to the one car garage required in paragraph 6, one paved parking space shall be provided for each dwelling unit.
 - (b) Screening, as may be required by the Planning Board shall be provided to prevent glare from headlights onto adjoining properties.
 14. Along the entire Brickyard Road frontage of lot 56.00-1-54.115 and 56.00-1-54.116, the applicant shall provide a 10' wide easement to the Town of Canandaigua. Within that easement the applicant shall install an 8' wide asphalt trail which shall be built to specifications approved by the Town Engineer. Along the entire Thomas Road frontage for lot 56.00-1-54.116 the applicant shall install a 5' wide sidewalk which shall comply with specifications in the Town's Site Design and Development Criteria.
 15. Each lot shall have a minimum of two trees/townhouse, which shall be canopy trees with a minimum caliper of 2½" or evergreen canopy trees with a minimum height of 5' and shall be planted prior to the issuance of a certificate of occupancy. Upon a determination by the Town Code Enforcement Officer that weather conditions would prohibit planting prior to issuance of a certificate of occupancy, said trees may be planted within six months of the issuance of a temporary certificate of occupancy.
 16. Parking areas and on-site storm water facilities shall be adequately landscaped.
 17. The Planning Board may require such additional landscaping they feel is necessary to further reduce negative visual impacts
 18. Each townhouse dwelling group shall either have mailboxes attached to the front of each structure, or a common mailbox area in a location approved by the Planning Board. There shall be no mailboxes allowed along the side of a street.
 19. The development shall contain street lighting spaced at each intersection, at any cul-de-sac or dead-end street and any common parking area. Street lighting shall be dark sky compliant as further regulated in § 220-77 of the Town Code.
 20. Street names shall be in compliance with the Ontario County 911 Street Naming Regulations.

21. Provisions shall be made with the local school district for the use of an acceptable off-street area to be used for the loading and unloading of school children. Each such area shall have a well-designed all-weather structure for use by students awaiting pickup or drop off. Each such area shall be adequately illuminated in accordance with Town lighting standards.

Section 4. Invalidation.

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

Section 5. Effective Date

This Local Law shall become effective immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 5 of 2013 of the (County)(City)(Town)(Village) of Canandaigua was duly passed by the Town Board on April 29, 2013, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

[Handwritten Signature]

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: May 1, 2013

(Seal)

AFFIDAVIT OF PUBLICATION

LEGAL NOTICE

Public Notice

Please take notice, that the Canandaigua Town Board will be conducting a public hearing on a draft local law to amend the existing Centerpointe Planned Unit Development Zoning to allow a maximum of 109 townhouses on land, that is located along Thomas and Brickyard Roads and currently approved for development of 37 single family homes. The public hearing will be held on Monday, April 29, 2013 commencing at 7:00 p.m. in the public meeting room, lower level of the Town Hall, 5440 Routes 5 & 20 W Canandaigua, New York. All persons present will be heard at this time and date. A copy of the draft local law is posted on the Town's website and may be viewed during normal hours, 7:30 a.m. to 4:00 p.m., Monday through Friday, in the Canandaigua Town Clerk's Office. By order of the Town Board, April 8, 2013
Judith H. Carson
Town Clerk

17
2537612

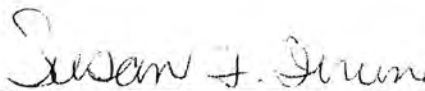
Leslie Smith being duly sworn, deposes and says that she
Is the foreman of the publisher of the **THE DAILY MESSENGER**, a Public
newspaper published daily except Saturday, in the City of Canandaigua, New York
in the County of Ontario, and

That notice, of which the annexed is a true copy, clipped
From said newspaper was regularly published in said Daily Messenger on

APRIL 17, 2013


Foreman of the Publisher

Subscribed and sworn on before me, **this 17th day**
Of APRIL 2013



Notary Public, State of NY

Susan J. Irvine
Notary Public, State of New York
Qualified in Ontario County
My Commission expires April 6, 2015



STATE OF NEW YORK
DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231-0001

GEORGE E. PATAKI
GOVERNOR

November 29, 2005

Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

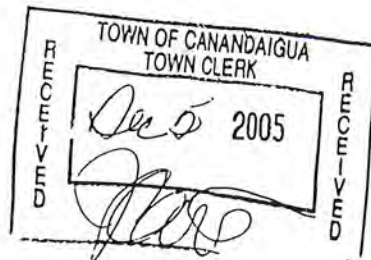
RE: Town of Canandaigua, Local Law 10, 2005, filed on 10/31/2005

To Whom It May Concern:

The above referenced material was received and filed by this office as indicated. Additional local law filing forms will be forwarded upon request.

Sincerely,
Linda Lasch
Principal Clerk
State Records & Law Bureau
(518) 474-2755

LL:cb



AFFIDAVIT OF PUBLICATION

LEGAL NOTICE

LEGAL NOTICE

Notice of Public Hearing

A public hearing will be held before the Town of Canandaigua Town Board on Monday, October 24, 2005, beginning at 7:00pm to consider an amendment to the official Planned Unit Development (PUD) resolution to allow single-family attached dwelling units. The hearing will be held in the Canandaigua Town Hall at 5440 Routes 5 & 20 West, Canandaigua. All interested persons will be heard at that time and place. Written comments will be accepted prior to the hearing. Supporting documentation may be examined at the Town Clerk's Office weekdays from 8:00am to 4:00pm.

By order of the Town of Canandaigua Town Board
Jean MacKay, Deputy
Town Clerk
Oc 13 06516914

ss:

Leslie Smith, being duly sworn, deposes and says that she is the foreman of CANANDAIGUA MESSENGER, INC., publisher of the Daily Messenger, a public newspaper published daily except Saturday, in the City of Canandaigua, N.Y., in the County of Ontario, and that the notice of which the annexed is a true copy, clipped from said newspaper, was regularly published in said Daily Messenger on the following dates:

October 13 2005

Leslie Smith
Foreman of the Publisher

Subscribed and sworn to before me

this 18th day of Oct. 2005

Linda G. Allen

Notary Public in and for New York State

LINDA L. ALLEN
Notary Public, State Of New York
Ontario County Reg #01AL4700-04
Commission Expires 09/30/09

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Canandaigua

Local Law no. 10 of the year 2005

A local law amending the Official Planned Unit Development Plan Map for the Centerpointe Planned Unit Development District.

Be it enacted by the Town Board of the

Town of Canandaigua as follows:

Section 1: Purpose.

The purpose of this local law is to amend the Official Planned Unit Development Plan Map for the Centerpointe Planned Unit Development District, located within the confines of the area surrounded by State Route 332, Thomas Road, Brickyard Road and Yerkes Road, in the Town of Canandaigua, New York.

Section 2: Proposed Planned Unit Development Plan Map amendment.

The PUD/Planned Unit Development -Town of Canandaigua Planned Zoning District - Kanandaque Map, the Official Planned Unit Development Plan Map for the former Kanandaque Site, prepared by MRB Group, P.C., and dated May 14, 1985 is hereby amended as follows:

- a. The remaining undeveloped lands located along the north side of Thomas Road, the east side of Brickyard Road, between Thomas Road and Yerkes Road, which were originally to be townhouses are hereby approved for single family detached dwellings on a total of 37 lots to be subdivided and approved by the Planning Board, in accordance with the provisions of Chapter 74, Section 74-15. E. of the Town of Canandaigua Municipal Code; and
- b. The total 571 residential dwelling units approved as part of the original Planned Unit Development Plan Map shall be reduced to 461 dwelling units with the further breakdown of dwelling types:
 - 1) the total number of residential dwelling units shall be 461; and
 - 2) the total number of apartments shall be 368 (or 80% of the total number of residential dwelling units); and
 - 3) the total number of town homes shall be 56 (or 12% of the total number of residential dwelling units); and

(1)

- 4) the total number of single family dwelling units shall be 37 (or 8% of the total number of residential dwelling units).

c. The following amendments, which apply only to the single family dwelling units portion of the existing PUD Site, are made to the conditions of approval to the original Planned Unit Development Plan Map for the Centerpointe site:

- 1) the minimum lot width shall be 90 feet; and
- 2) the minimum lot depth shall be 150 feet; and
- 3) the minimum lot area shall be 13,500 square feet; and
- 4) the minimum front setback shall be 40 feet; and
- 5) the minimum side setback shall be 10 feet; and
- 6) the minimum rear setback shall be 30 feet; and
- 7) the maximum building height for the single-family dwelling unit shall be 35 feet; and
- 8) the maximum lot coverage shall be 20%; and
- 9) accessory structures shall be located in the rear yard portion of the lot; and
- 10) a sidewalk network shall be constructed, commencing at the easterly boundary of the apartment complex located on the south side of Yerkes Road and extending westerly to connect to a sidewalk to be constructed as part of the single-family dwelling units along the east side of Brickyard Road and the north side of Thomas Road extending across the frontages of the existing townhouse dwelling units on Thomas Road to the intersection of Thomas Road and NYS Route 332 and providing a connection across Thomas Road to the sidewalk along the west side of NYS Route 332.

Section 3: Official Planned Unit Development Plan Map.

The Centerpointe Properties Amended PUD Plan Map, as adopted by the Canandaigua Town Board as part of this Local Law and further certified by the Town Clerk on said Plan Map, shall be attached to and made a part of this Local Law. Upon the filing of this Local Law with the Secretary of State, the Town Clerk shall note upon the Official Zoning Map for the Town of Canandaigua, the existence of the amended Plan Map, as approved by the adoption of this Local Law.

Section 5: If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgement shall have been ordered.

Section 6: All Ordinances, Local Laws and parts thereof inconsistent with this local law and parts thereof inconsistent with this Local Law are hereby repealed.

Section 7: This local law shall take effect immediately upon filing with the Secretary of State

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law number 10 of 2005 of the Town of Canandaigua was duly passed by the Town Board on March 24 2005, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law number _____ of 2005 of the Town of Canandaigua was duly passed by the _____

On _____ 2005, and was (approved) (not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 2005, in (Elective Chief Executive Officer*) accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law number _____ of 2004 of the Town of Canandaigua was duly passed by the Canandaigua Town Board on _____ 2004, and was (approved) (not approved) (repassed after disapproval) by _____ on _____ 2004. Such local law was (Elective Chief Executive Officer*) submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 2004, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law number _____ of 2004 of the Town of Canandaigua was duly passed by the Canandaigua Town Board on _____ 2004, and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ 2004. Such local law

(Elective Chief Executive Officer*)

was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 2004, in accordance with the applicable provisions of law.

- Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

(9)

5. (City local law concerning Charter revision proposed by petition.)

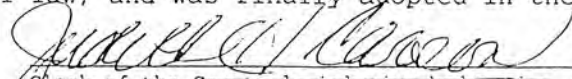
I hereby certify that the local law annexed hereto, designated as local law number _____ of 2004 of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 2004, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law number _____ of 2004 of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 2004, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.


 Clerk of the County legislative body, City, Town
 or Village Clerk or officer designated by local
 legislative body

(Seal)

Date: Oct 29, 2005

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF ONTARIO

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Paul B. Burrell
Signature

Attorney for the Town of Canandaigua
Title

Town of Canandaigua

Date: 4/28/05

(10)



- CENTERPOINTE! key
- █ GOLF COURSE
 - █ COMMERCIAL
 - █ HIGH-TECH PARK
 - █ MULTI-FAMILY
 - █ RESIDENTIAL

PLANNED UNIT DEVELOPMENT
 TOWN OF CANANDAIGUA, N.Y.
 SCALE 1"=200'
 DATE 6-30-86
 DRAWN BY JLD
 REVISION
 the FARASH corp.
 SITE PLAN 4
 7/4/86FS

ATTACHMENT 21

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of Canandaigua

01/29/2021

Local Law No. _____ of the year 20²¹

A local law Amendment to Chapter 1-17 General Provision, Definitions and
(Insert Title)
Chapter 220-77 Lighting Standards and Regulations

DRAFT

Be it enacted by the Town Board of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of Canandaigua

as follows:

See attachment

(If additional space is needed, attach pages the same size as this sheet, and number each.)

DRAFT

Chapter 1-17 Definitions.

LIGHT, DIRECT

Light emitted directly from the source, off of the reflector or reflector diffuser, or through the refractor or diffuser lens, of a luminaire.

LIGHT GLARE

Light emitting from a luminaire with intensity great enough to reduce a viewer's ability to see.

LIGHT, INDIRECT

Direct light that has been reflected or has scattered off of surfaces other than those associated with the light fixture.

LIGHTING, OUTDOOR

The illumination of an outside area or object by any Luminaire.

LIGHT POLLUTION

Stray or reflected light that is emitted into the atmosphere above the 90-degree horizontal plane from the luminaire, and which can or does cause unwanted sky glow or which can or is seen from an abutting property.

LIGHT TRESPASS

Direct light from a luminaire located on one property that is intruding onto other property.

LUMINAIRE

A complete lighting system, including a light source component (lamp or lamps that produce the actual light) and a fixture.

LUMINAIRE, FULL CUT-OFF TYPE

A luminaire that, by design of the housing, does not allow any light dispersion or direct light to shine above a 90-degree horizontal plane from the base of the luminaire.

LUMINAIRE, HEIGHT OF

The vertical distance from the ground directly below the center line of the luminaire to the lowest direct-light-emitting part of the luminaire.

UPLIGHTING

Any light source that distributes illumination above a 90-degree horizontal plane

DRAFT

§ 220-77 Lighting standards and regulations.

A. Purpose and intent. It is the purpose and intent of this section to:

- (1) Control outdoor lighting for the safety of motorists and pedestrians;
- (2) Aiding in law enforcement functions and reducing crime through the proper design and use of outdoor lighting to ensure nighttime appearance consistent with overall community goals or enhancing the attractiveness of businesses, streets and other portions of the environment;
- (3) Provide the regulatory framework to ensure the installation of safe and attractive outdoor lighting needed to protect the health, safety and welfare of the residents and visitors to the community;
- (4) Provide specific guidelines for site plan applications and standards in regard to lighting in order to maximize the effectiveness of site lighting;
- (5) To avoid unnecessary upward illumination and control unwanted illumination and light trespass onto neighboring properties, roadways and night sky;
- (6) Have all exterior lights and illuminated signs designed, located, installed and directed in such a manner as to prevent unreasonable light trespass and light glare.

B. Applicability. All outdoor lighting shall be in conformance with the requirements of this section.

C. General requirements for all mixed- use, multi-family, commercial and industrial zoning districts.

- (1) All outdoor lighting fixtures, including display lighting, shall be full cutoff, and turned off after close-of-business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary and may operate on motion detectors/sensors.
- (2) Petroleum stations. Island canopy fixtures shall be completely recessed and full cutoff.
- (3) Recreational facilities, public or private. Lighting for outdoor recreational facilities shall be shielded according to the requirements set forth in Subsection D below.
- (4) All light fixtures that are required to be fully shielded shall be installed and maintained so that the shielding is effective.
- (5) All luminaires shall be "white light," including but not limited to metal halide, plasma, LED, and similar, for all outdoor lighting on new commercial or industrial uses.
- (6) The maximum height of a pole-mounted light fixture shall be 33 feet.
- (7) The maximum height of a building-mounted light fixture shall be 26 feet.
- (8) Upward aimed façade and building lighting shall be fully shielded and fully confined from projecting into the sky by the building eaves, roofs, overhangs or structures and shall be mounted as flush with the illuminated wall as possible.

D. General requirements for all residential zoning districts.

- (1) All outdoor lighting fixtures shall be shielded from adjacent residential properties or public right-of-way.
- (2) The maximum light trespass at the property line shall be 0.25 footcandle.
- (3) The maximum height of a pole-mounted light fixture or a building-mounted light fixture shall be 20 feet.

E. Regulations Applicable to All Zoning Districts.

- (1) All outdoor luminaire whose initial source lumens are greater than 900 must meet the following requirements:
 - a. Have a cutoff angle of 90° or less. (full cutoff)
 - b. Canopy lights must be recessed and full cutoff.

- (2) Light source visibility. The visibility of the light source inside a luminaire shall be restricted; the direct light shall not be visible above six feet at the adjoining public roadway pavement edge or 25 feet beyond the property line.
- (3) No installation of new luminaries shall be permitted unless in conformance to this section.

F. Exceptions to all zoning districts.

- (1) Any outdoor luminaire having initial source lumens of 900 or less, provided that no direct light causes glare on adjoining roadways.
- (2) Temporary lighting for events such as circus, fair, carnival or other civic uses.
- (3) Construction or emergency lighting, provided such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.
- (4) Temporary lighting for holiday events.
- (5) Lighting associated with agricultural uses.

DRAFT

F. Prohibited lighting:

- (1) Prohibited lighting for all uses.
 - (a) All moving, revolving and flashing lights for promotional purposes.
 - (b) Laser source lighting or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizon, is prohibited.
- (2) All exterior lights and illuminated signs shall be designed, located, installed and directed in such a manner as to prevent glare on adjoining roadways.

G. Submittal requirements for Commercial, Industrial, Mixed Use and Multifamily Uses.

- (1) All applications for site plan approval, or for a special use permit, shall require a lighting plan showing conformity with standards contained in this section.
- (2) Such lighting plan shall indicate the location, type of lamp, color of lamp, luminaire, mounting height, source of lumens, illuminance, light loss factor utilized in calculations and adherence to full cutoff requirement, for each light source and area.
- (3) An illuminance plan is required with isofotocandle levels shown, detailing the interaction of all lighting on the site.
 - a. Illuminance plan shall detail lighting levels beyond parcel boundary to 0.1 footcandles.
 - b. Illuminance plan shall be in Foot Candles at grade level.
 - c. Illuminance plan shall provide statistical data for parking areas, pedestrian areas, traffic areas, and any additional areas which are of relevance.
- (4) Any additional documentation necessary to show conformance to the standards, such as hours of operation, set forth in this section shall also be provided.
- (5) Additions or changes to an approved lighting plan shall be considered under the site plan review provisions of this chapter.

H. Illuminance and uniformity.

(1) Light levels shall be designed to meet but not to exceed the latest recommended levels from IESNA for the type of activity/area being lighted except light levels for ATMs, which shall be in accordance with the New York State ATM Safety Act.[1] Where no standard is available from IESNA, the applicable standard shall be determined by the Planning Board, if approval is required, taking into account the levels for the closest IESNA activity.

[1]:Editor's Note: See Banking Law § 75-a et seq.

(2) Uniform light levels shall be achieved on the site. The uniformity ratio (average to minimum) shall not exceed 3:1 for parking and traffic areas, nor 4:1 for pedestrian areas.

(3) Design should establish a hierarchy of lighting to insure a smooth transition from bright areas to those with subdued lighting.

(4) Maximum to average light levels should be kept within a six to one ratio. Light levels shall be maintained at design levels with lamp or luminaire replacement as needed.

I. Nonconforming lighting. All outdoor lighting lawfully existing prior to the effective date of this chapter shall be deemed pre-existing non-conforming to this section, except that:

(1) No light causing glare on adjoining roadways shall be allowed to continue. The Zoning Officer may make a determination regarding outdoor lighting that causes a glare on adjoining roadways.

(a) The Zoning Board of Appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, interpretation or determination appealed from and shall make such order, requirement, decision, interpretation or determination as in its opinion ought to have been made in the matter by the administrative official charged with the enforcement of such ordinance or local law and to that end shall have all the powers of the administrative official from whose order, requirement, decision, interpretation or determination the appeal is taken.

(2) Any application for renewal of a special use permit, site plan approval, or an amendment to a site plan, or sign site plan may require that any aspect of the subject property be subject to compliance with these regulations, regardless of whether or not the application involves new site lighting subject to the decision of the Planning Board.

J. Waterfront lighting

Outdoor lighting in and around the ponds, lakes, rivers, and other waters within the Town shall be installed or maintained so as not to create a hazard to other property owners and shall comply with the following:

(1) Lights on docks shall be no more than three feet above the dock, shall be directed downward and be full cut off fixtures.

(2) Lights illuminating paths, stairs, decks, etc., shall prevent direct light on the water and shall not direct light upwards.

(3) All exterior lighting shall be located, mounted and shielded, so that direct illumination is not focused towards the water surface more than 20 feet from shore.

(4) Lighting shall not be installed below the mean high-water mark of Canandaigua Lake.

(5) Lighting under the roof of boat stations shall be allowed.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

DRAFT

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.
(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.
(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 _____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: _____

DRAFT

(Seal)

Definitions.

LIGHT, DIRECT

Light emitted directly from the source, off of the reflector or reflector diffuser, or through the refractor or diffuser lens, of a luminaire.

LIGHT FIXTURE, FULL CUT-OFF TYPE

~~A luminaire or light fixture that, by design of the housing, does not allow any light dispersion or direct glare to shine above a 90-degree horizontal plane from the base of the luminaire.~~

Commented [e1]: Should we have a definition for just "light fixture"

Commented [e2R1]: Using term "luminaire" instead of light fixture.

LIGHT GLARE

Light emitting from a luminaire with intensity great enough to reduce a viewer's ability to see.

LIGHT, INDIRECT

Direct light that has been reflected or has scattered off of surfaces other than those associated with the light fixture.

LIGHTING, OUTDOOR

The ~~nighttime~~ illumination of an outside area or object by any ~~manufactured device located outdoors that produces light by any means~~ luminaire.

LIGHT POLLUTION

Stray or reflected light that is emitted into the atmosphere above the 90-degree horizontal plane from the luminaire, and which can or does cause unwanted sky glow or which can or is seen from an abutting property.

LIGHT TRESPASS

Direct light from an ~~artificial light source luminaire located~~ on one property that is intruding ~~into onto other property an area where it is not wanted or does not belong.~~

LUMINAIRE

A complete lighting system, including a light source component (lamp or lamps that produce the actual light) and a fixture.

LUMINAIRE, FULL CUT-OFF TYPE

~~A luminaire that, by design of the housing, does not allow any light dispersion or direct light to shine above a 90-degree horizontal plane from the base of the luminaire.~~

LUMINAIRE, HEIGHT OF

The vertical distance from the ground directly below the center line of the luminaire to the lowest direct-light-emitting part of the luminaire.

UPLIGHTING

Any light source that distributes illumination above a 90-degree horizontal plane

Commented [e3]: We don't use this term within Town Code or draft. Should we remove?

§ 220-77 Lighting standards and regulations.

A. Purpose and intent. It is the purpose and intent of this section to:

(1) Control outdoor lighting for the safety of motorists and pedestrians;
~~(2) as well as a~~ Aiding in law enforcement functions and reducing crime through the proper design and use of outdoor lighting to ensure nighttime appearance consistent with overall community goals or enhancing the attractiveness of businesses, streets and other portions of the environment;

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~~(3)~~ Provide the regulatory framework to ensure the installation of safe and attractive outdoor lighting needed to protect the health, safety and welfare of the residents and visitors to the community;

~~(4)~~ Provide specific guidelines for site plan applications and standards in regard to lighting in order to maximize the effectiveness of site lighting; ~~and~~

~~(5) To avoid unnecessary upward illumination and control unwanted illumination and light trespass onto neighboring properties, roadways and night sky; of adjacent properties and to reduce glare. This section will control unwanted glare and light trespass onto neighboring properties, roadways and night sky; and~~

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~~(6)~~ Have all exterior lights and illuminated signs designed, located, installed and directed in such a manner as to prevent unreasonable light trespass and light glare. ~~The maintained horizontal illuminance recommendations, as established by the Illuminating Engineering Society of North America (IESNA), shall be observed.~~

B. Applicability. All outdoor lighting shall be in conformance with the requirements of this section.

C. General requirements for all mixed-use, multi-family, commercial and industrial zoning districts.

(1) All outdoor lighting fixtures, including display lighting, shall be full cutoff, and turned off after close-of-business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary and may operate on motion detectors/sensors.

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(2) Petroleum stations. Island canopy fixtures shall be completely recessed and full cutoff.

(3) Recreational facilities, public or private. Lighting for outdoor recreational facilities shall be shielded according to the requirements set forth in Subsection D below.

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(4) All light fixtures that are required to be fully shielded shall be installed and maintained so that the shielding is effective.

(5) All luminaires shall be "white light," including but not limited to metal halide, plasma, LED, and similar, for all exterior-outdoor lighting on new commercial or industrial ~~applications~~ uses.

(6) The maximum height of a pole-mounted light fixture shall be 33 feet.

Commented [e4]: How does this compare with some of the parking lot lighting throughout the Town? Or approved on recent projects?

(7) The maximum height of a building-mounted light fixture shall be 26 feet.

(8) Upward aimed façade and building lighting shall be fully shielded and fully confined from projecting into the sky by the building eaves, roofs, overhangs or structures and shall be mounted as flush with the illuminated wall as possible.

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Commented [e5]: Can you, CJ illustrate for us what this means.

D. General requirements for all residential zoning districts.

(1) All outdoor lighting fixtures shall be shielded from ~~trespass onto~~ adjacent residential properties or public right-of-way.

(2) The maximum light trespass footcandle reading at the property line shall be 0.25 footcandle.

(3) The maximum height of a pole-mounted light fixture or a building-mounted light fixture shall be 20 feet.

~~(4) All exterior residential lighting, whether in operation prior to or after the adoption of this chapter, shall comply with these provisions.~~

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Commented [e6]: Should this be different along the Right of Way.

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E. ~~Exceptions Regulations Applicable to a~~ All Zoning Districts.

(1) All outdoor luminaire whose initial source lumens are greater than 900 must meet the following requirements:

a. Have a cutoff angle of 90° or less. (full cutoff)

~~a-b. Canopy lights must be recessed and full cutoff.~~

(2) Light source visibility. The visibility of the light source inside a luminaire shall be restricted; the direct light shall not be visible above six feet at the adjoining public roadway pavement edge or 25 feet beyond the property line.

~~(2)(3) No installation of new luminaries shall be permitted unless in conformance to this section.~~

Commented [e7]: What are canopy lights?

Commented [e8]: What if the light is upon a hill? Does this take into account grade changes?

F. ~~Exceptions to all zoning districts.~~

(1) Any ~~spot or flood~~ outdoor luminaire having initial source lumens of 900 or less, provided that no direct light ~~is focused so as to cause avoidance~~ causes glare on adjoining ~~property or~~ roadways. ~~Such luminaire may be redirected or its light output controlled so as to eliminate this glare and be eligible for exemption under this section.~~

~~(1)~~

(3) Construction or emergency lighting, provided such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

(4) Temporary lighting for holiday events.

(5) Lighting associated with agricultural ~~pursuits within an established State Agricultural District~~uses.

Lighting for Flag Poles

Commented [e9]: To be clear, the following are not required to meet the general requirements of C, and D above?

Commented [e10]: Requested by Planning Board

Commented [e11R10]: Leave to discretion of CEO. ORD

F. Prohibited lighting; ~~prevention of objectionable light.~~

(1) Prohibited lighting for all ~~nonresidential~~ uses.

(a) All moving, revolving and flashing lights for promotional purposes.

(b) Laser source lighting or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizon, is prohibited.

(2) All exterior lights and illuminated signs shall be designed, located, installed and directed in such a manner as to prevent ~~objectionable light at (and glare across) the property lines and glare on adjoining roadways at any location on or off the property. The maintained horizontal illuminance recommendations, as established by the Illuminating Engineering Society of North America (IESNA), shall be observed.~~

G. Submittal requirements for Commercial, Industrial, Mixed Use and Multifamily Uses.

(1) All applications for site plan approval, or for a special use permit, shall require a lighting plan showing conformity with standards contained in this section.

- (2) Such lighting plan shall indicate the location, type of lamp, color of lamp, luminaire, mounting height, source of lumens, illuminance, light loss factor utilized in calculations and adherence to full cutoff requirement, for each light source and area.
- (3) An illuminance plan is required with isofotcandle levels shown, detailing the interaction of all lighting on the site.
 - a. Illuminance plan shall detail lighting levels beyond parcel boundary to 0.1 footcandles.
 - b. Illuminance plan shall be in Foot Candles at grade level.
 - c. Illuminance plan shall provide statistical data for parking areas, pedestrian areas, traffic areas, and any additional areas which are of relevance.
- (4) Any additional documentation necessary to show conformance to the standards, such as hours of operation, set forth in this section shall also be provided.
- (+)(5) Additions or changes to an approved lighting plan shall be considered under the site plan review provisions of this chapter.

H. Illuminance and uniformity.

(1) Light levels shall be designed to meet but not to exceed the latest recommended levels from IESNA for the type of activity/area being lighted except light levels for ATMs, which shall be in accordance with the New York State ATM Safety Act.^[1] Where no standard is available from IESNA, the applicable standard shall be determined by the Planning Board, if approval is required, taking into account the levels for the closest IESNA activity.

[1]:Editor's Note: See Banking Law § 75-a et seq.

- (2) Uniform light levels shall be achieved on the site. The uniformity ratio (average to minimum) shall not exceed 3:1 for parking and traffic areas, nor 4:1 for pedestrian areas.
- (3) Design should establish a hierarchy of lighting to insure a smooth transition from bright areas to those with subdued lighting.
- (4) Maximum to average light levels should be kept within a six to one ratio. Light levels shall be maintained at design levels with lamp or luminaire replacement as needed.

IK. Nonconforming lighting. All outdoor lighting lawfully existing prior to the effective date of this chapter shall be deemed pre-existing non-conforming to this section, except that:

- (1) ~~No installation of new luminaries shall be permitted unless in conformance to this section.~~
 - (a) ~~The Zoning Board of Appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, interpretation or determination appealed from and shall make such order, requirement, decision, interpretation or determination as in its opinion ought to have been made in the matter by the administrative official charged with the enforcement of such ordinance or local law and to that end shall have all the powers of the administrative official from whose order, requirement, decision, interpretation or determination the appeal is -or properties shall taken. be required to submit lighting details to the ZO showing that the existing lighting meets the requirements of this section or how such lighting will be brought into conformance. No light causing glare on adjoining roadways or properties shall be allowed to continue.~~
- (32) Any application for renewal of a special use permit, site plan approval, or an amendment to a site plan, or sign site plan ~~shall~~ may require that any aspect of the subject property be subject to compliance with these regulations, regardless of whether or not the application involves new site lighting subject to the decision of the Planning Board.

Commented [e12]: Can we move these to the submittal requirements for Site Plan?

Commented [e13]: Again, these levels should be provided if the IESNA is not publicly available.

1/29/2020 Draft

J. Waterfront lighting

Outdoor lighting in and around the ponds, lakes, rivers, and other waters within the Town shall be installed or maintained so as not to create a hazard to other property owners and shall comply with the following:

(1) Lights on docks shall be no more than three feet above the dock, shall be directed downward and be full cut off fixtures.

(2) Lights illuminating paths, stairs, decks, etc., shall prevent direct light on the water and shall not direct light upwards.

(3) All exterior lighting shall be located, mounted and shielded, so that direct illumination is not focused towards the water surface more than 20 feet from shore.

(4) Lighting shall not be installed below the mean high-water mark of Canandaigua Lake.

(5) Lighting under the roof of boat stations shall be allowed.

Commented [e14]: What standards, if any, should apply here.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Canandaigua Town Board			
Name of Action or Project: Lighting Code			
Project Location (describe, and attach a location map): Town of Canandaigua			
Brief Description of Proposed Action: The Town Board of the Town of Canandaigua is considering a local law to execute a text code amendment to Town Code Chapter 220-77 that will modify the existing code to include new energy saving measures, new lighting technologies (LED), restrict light glare and trespass, and regulate lighting on docks and along the shores of Canandaigua Lake.			
Name of Applicant or Sponsor: Town of Canandaigua Town Board		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Doug Finch, Town of Canandaigua</u> Date: <u>3/15/2021</u> Signature: _____ Title: <u>Town Manager</u>		

Project:	Lighting Local Law
Date:	4/19/2021

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

Part 2 is to be completed by the Lead Agency.

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

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

Project: **Lighting LL**Date: **4/19/2021**

Short Environmental Assessment Form

Part 3 Determination of Significance

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

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

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

Town Board, Town of Canandaigua

4/19/2021

Name of Lead Agency

Date

Douglas E. Finch

Town Manager

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

ATTACHMENT 22

Click here to view complete attachment materials:

<http://www.townofcanandaigua.org/page.asp?id=138>

Planning & Public Works Committee

Recommendations To Town Board Regarding Miller-Wilkin Proposed Development

8 February 2021

1. The Committee recommends that the Town Board support allowing the developer to adopt a high density design (15% increase over base allowance), primarily because it would minimize lot coverage, maximize open space/green space, increase the opportunities for low-impact recreational opportunities, and enhance protection of the environment.
2. The Committee recommends that the Town Board support allowing the developer to create two entrances to their proposed development (one off Route 21 and the other off the Parrish Street Extension), primarily because this would reduce congestion at the intersections into the development (traffic would be split between two entrances), reduce lot coverage, improve snow removal, and increase traffic and fire safety.
3. The developer proposed establishing an agreement with the Town whereby the open space/green space created within this development would be made available for usage by the public and basically become an extension of Miller Park. The developer further proposed that this agreement could be set up so that the HOA for the development would continue to own and maintain the open space/green space **or** the majority of the open space/green space could be donated to the Town, in which case the Town would develop and maintain the majority of the open space/green space.

The Committee recommends that the Town Board notify the developer that we would like the HOA to continue to own and maintain the open space/green space and any recreational amenities incorporated in the development, while simultaneously allowing the public to have access to said property and amenities. If the developer is willing to establish an agreement whereby this open space/green space and the associated amenities remain available for usage by the public in perpetuity, the Town would be willing to contribute to the design of this open space/green space in the following manner.

A. Town committees would be asked to work with the developer to design the development of the open space/green space, including trails and other amenities, in a manner that would basically make it an extension of Miller Park, and maximize the opportunity for low-impact recreational opportunities and protection of the environment.

B. The Town would facilitate bringing in a representative from the Canandaigua Lake Watershed Council to determine if, while the improvements are being made, we can also take

actions that would help to mitigate runoff and erosion problems that eventually impact on Sucker Brook and ultimately Canandaigua Lake. If such a project is identified, the Town would like to have that project incorporated into the design for the development of the open space/green space. The developer is not expected to bear the costs associated with this additional work; the Town would work with the Canandaigua Lake Watershed Council to try to identify any grants that may be available to fund any mitigation work that is identified.

Town of Canandaigua Miller/Wilkin Community

Morrell Builders, Inc.



Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Canandaigua			
Name of Action or Project: Morrell Wilkin Density Increase Request			
Project Location (describe, and attach a location map): southeast corner of County Road 32, Bristol Road and State Route 21			
Brief Description of Proposed Action: The Town Board of the Town of Canandaigua is considering a request to increase the allowable density for a townhome construction project at the above location by 15 percent pursuant to to § 261-b of New York Town Law.			
Name of Applicant or Sponsor: Sarah Reynolds, Town of Canandaigua		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Douglas E. Finch</u> Date: <u>4/19/2021</u> Signature: _____ Title: <u>Town Manager, Town of Canandaigua</u>		

Project: Density increase request

Date: 4/19/2021

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Short Environmental Assessment Form Part 3 Determination of Significance

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

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

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

Town Board, Town of Canandaigua 4/19/2021

Name of Lead Agency Date

Douglas E. Finch Town Manager

Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 23

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one:)

of Canandaigua

3/5/2021

DRAFT

Local Law No. _____ of the year 20²¹

A local law Amendment to Chapter 220-9-S Manufactured Home Standards
(Insert Title)

Be it enacted by the Town Board of the _____
(Name of Legislative Body)

County City Town Village
(Select one:)

of Canandaigua as follows:

See attachment

(If additional space is needed, attach pages the same size as this sheet, and number each.)

DRAFT:
Chapter 220-9S:
Manufactured Housing Standards

DRAFT

LAST REVISED 3/5/2021

§ 220-9 Regulations applicable to all districts.

S. Placement of manufactured housing within the Town of Canandaigua.

(1) The siting of single-wide manufactured homes shall be permitted only in manufactured home parks within the Town of Canandaigua.

(2) A single-wide manufactured home sited under the provisions of this section shall offer no less than 720 square feet of living area, excluding decks, porches and other structures which are either attached or placed immediately adjacent to the single-wide manufactured home.

(3) Double-wide manufactured homes are permitted in all residential zoning districts, ~~except the Residential Lake District,~~ provided that the double-wide manufactured home shall offer no less than 1,100 square feet of living space, excluding decks, porches and other structures which are either attached or placed immediately adjacent to the double-wide manufactured home, and further provided that the double-wide shall be no less than 20 feet wide.

(4) All double-wide manufactured homes located outside of a manufactured home park shall be sited on a full perimeter foundation with concrete or concrete block foundation walls.

- (a) The use of plastic and/or metal type skirting material is not permitted.
- (b) The placement of the permanent concrete or concrete block foundation walls is for aesthetic purposes. The foundation shall be installed per manufacturer's stamped plans.
- (c) It is at the discretion of the manufacturer or owner if the foundation incorporates the permanent aesthetic wall.

(5) All manufactured homes to be sited within the Town of Canandaigua shall comply with all applicable federal, state and/or local laws at the time of application.

(6) A permit must be obtained from the Code Enforcement Officer of the Town of Canandaigua prior to the siting of any manufactured home within the Town of Canandaigua.

DRAFT

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

DRAFT

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 _____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

DRAFT

Clerk of the county legislative body, Town or Village Clerk or officer designated by local legislative body.

Date: _____

(Seal)

DRAFT:
Chapter 220-9S:
Manufactured Housing Standards

LAST REVISED 2/23/2021/2/1/2021/5/4/2020/3/13/2020

§ 220-9 Regulations applicable to all districts.

S. Placement of manufactured housing within the Town of Canandaigua.

(1) The siting of single-wide manufactured homes shall be permitted only in manufactured home parks within the Town of Canandaigua.

(2) A single-wide manufactured home sited under the provisions of this section shall offer no less than 720 square feet of living area, excluding decks, porches and other structures which are either attached or placed immediately adjacent to the single-wide manufactured home.

(3) Double-wide manufactured homes are permitted in all residential zoning districts, ~~except the Residential Lake District,~~ provided that the double-wide manufactured home shall offer no less than 1,100 square feet of living space, excluding decks, porches and other structures which are either attached or placed immediately adjacent to the double-wide manufactured home, and further provided that the double-wide shall be no less than 20 feet wide.

(4) All double-wide manufactured homes located outside of a manufactured home park shall be sited on a full perimeter foundation with concrete or concrete block foundation walls, ~~extended below the frost line and must~~

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Commented [e1]: Is this legal? ORD

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- (a) The use of plastic and/or metal type skirting material is not permitted.
- (b) The placement of the permanent concrete or concrete block foundation walls is for aesthetic purposes. The foundation shall be installed per manufacturer's stamped plans.
- (c) It is at the discretion of the manufacturer or owner if the foundation incorporates the permanent aesthetic wall.

(5) All manufactured homes to be sited within the Town of Canandaigua shall comply with all applicable federal, state and/or local laws at the time of application.

(6) A permit must be obtained from the Code Enforcement Officer of the Town of Canandaigua prior to the siting of any manufactured home within the Town of Canandaigua.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Canandaigua Town Board			
Name of Action or Project: Manufactured Home Code			
Project Location (describe, and attach a location map): Town of Canandaigua			
Brief Description of Proposed Action: The Town Board of the Town of Canandaigua is considering a local law to execute a text code amendment to Town Code Chapter 220-9 that would remove language which conflicts with New York State HUD regulations on the construction of foundations for the installation of manufactured homes. Proposed ordinance requires the installation of a permanent architectural block or concrete wall rather than the use of plastic, fiberglass, or metal type temporary skirting.			
Name of Applicant or Sponsor: Town of Canandaigua Town Board		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Doug Finch, Town of Canandaigua</u> Date: <u>3/15/2021</u> Signature: _____ Title: <u>Town Manager</u>		

Project:	Manufactured Homes Local Law
Date:	4/19/2021

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Short Environmental Assessment Form Part 3 Determination of Significance

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town Board, Town of Canandaigua	4/19/2021
Name of Lead Agency	Date
Douglas E. Finch	Town Manager
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 24

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

1. Date Notice was Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:
 New Application Renewal Alteration Corporate Change Removal Class Change Method of Operation Change

For **New** 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

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:

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

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

9. Business Telephone Number of Applicant/Licensee:

10. Business E-mail of Applicant/Licensee:

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 or cook Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment:

14. Method of Operation: (check all that apply)
 Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke
 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):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

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

17. List the room number(s) the establishment is located in within the building, if appropriate: 3

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 serial number of the licensee:

Name	Serial Number

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: _____

23. Building Owner's Street Address: _____

24. City, Town or Village: _____ State: _____ Zip Code: _____

25. Business Telephone Number of Building Owner: _____

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: Jim Bingham

27. Representative/Attorney's Street Address: 446 Alexander St

28. City, Town or Village: Rochester State: NY Zip Code: 14605

29. Business Telephone Number of Representative/Attorney: (585) 683-9647

30. Business E-mail Address of Representative/Attorney: licenseapproval@gmail.com

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: BRIAN MASTROSIMONE Title: President

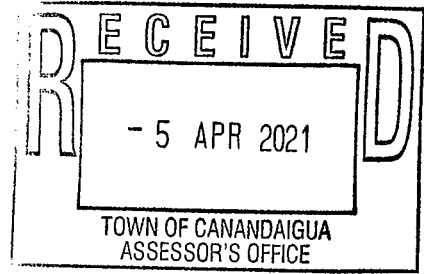
Principal Signature: 

ATTACHMENT 25

Ontario County Real Property Tax Services

20 Ontario St
Canandaigua, NY 14424
585-396-4382
thomas.farley@ontariocountyny.gov

April 5, 2021



Bill To:

Pamela Post
Assessor for the Town of Canandaigua
5440 Route 5&20 West
Canandaigua, NY 14424
585-394-1120
ppost@townofcanandaigua.org

DESCRIPTION	AMOUNT
4/2/2021 Commercial Valuation Proposal for 2022	
Quantity	
7.5 Hours Set-up 1 Day Land Tables and Valuation Factor Files	
37.5 Hours Attach Land Values to 239 Parcels	
30.0 Hours Attach Total Values to 164 Parcels	
TOTAL 75.0 Hours @ \$40.00 per Hour	\$ 3,000.00
Total	\$ 3,000.00

Work to be performed by Thomas C Farley
#45000015872 NYS Certified R.E. Appraiser

Thank you for your business!

I, Sylvia Staples, will provide assistance for the town revaluation process, with assessor participation. My fee for RPSV4 Valuation Technical Support is \$40.00 per hour. This will include updating the land tables, cost and model components of the RPS program. Setting up the options to print valuation documents; cost and comparable sheets, 510 notices and any other custom reports that are required. For budget purposes the total approximate payment will not exceed \$5,000

Sylvia Staples

3/30/2021

Pamela Post

3/30/2021

ATTACHMENT 26

From: [Dan Spencer](#)
To: lfrarey@townofcanandaigua.org
Subject: Town of Canandaigua United Way 2021 Campaign Information & Events
Date: Monday, March 22, 2021 10:38:41 AM
Attachments: [image001.png](#)

Hi Lindsay.

Here's more 2021 Campaign information.

- | | | |
|--------------------|-----------|--|
| 1. Day of Caring | May 20 | don't have details yet. I'll share them with you as soon as they're available. |
| 2. Food Drive | TBD | don't have details yet. I'll share them with you as soon as they're available. |
| 3. Golf Tournament | August 18 | Ravenwood Golf Club in Victor, NY. Details will follow. |

Please let me know if you have questions.

Thank you for your support.

Dan Spencer
Community Giving Manager
United Way of Ontario County
113 South Main St.
Canandaigua, N.Y. 14424
P: (585) 394-6550
F: (585) 394-9251
E: dan.spencer@uwrochester.org

INVEST. CONNECT. SERVE.



Join us on Facebook:

<https://www.facebook.com/United-Way-of-Ontario-County-190441884311789/>

In need of assistance? Call 211 for help.

DISCLAIMER:

This email message and any attachments are confidential. If you are not the intended recipient, please immediately reply to notify the sender and delete the message from your

email system. Please consider the environment before printing this message.

Thank you.

United Way of Greater Rochester --

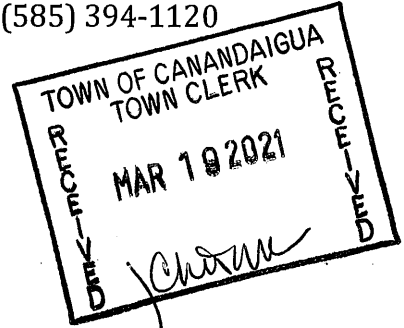
ATTACHMENT 27

Town of Canandaigua

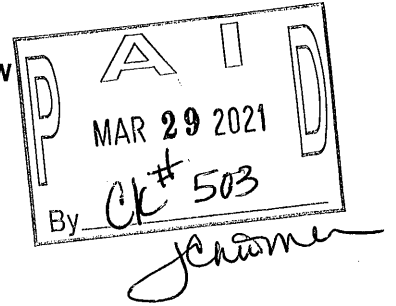
5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

March 19, 2021

Doug Finch, Town Manager
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424



RE: VENEZIA FOR CARSON
NEW SINGLE FAMILY DWELLING - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP NO. 83.00-1-38.200
CPN No. 2020-021
ADDRESS: 5610 BUFFALO STREET EXTENSION



Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated April 16, 2020, prepared by Anthony Venezia of Venezia Associates for the above referenced project. Received for review on 3/18/2021.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **\$1,300.00 (One-Thousand Three-Hundred Dollars and No Cents)**. The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

Any questions and/or comments you may have in this regard, please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Jensen".

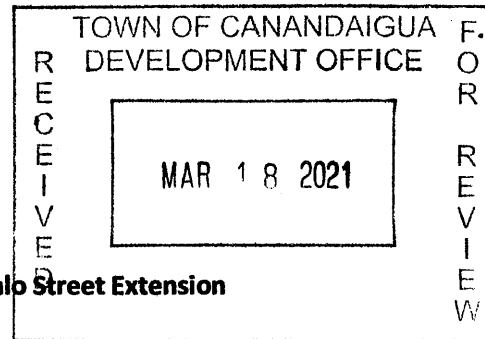
Chris Jensen
Town of Canandaigua – Code Enforcement Officer

C Jean Chrisman, Town Clerk
Project Binder
Parcel Owner

APPROVED

_____ Doug Finch – Town Manager

_____ Date



Surety Estimate – Sediment and Erosion Control at 5610 Buffalo Street Extension

New Single Family Residence

Prepared by: Venezia and Associates

Prepared For: Carson Residence

Section A: Erosion Control

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
Silt Fence	350	LF	2.00	\$ 700.00
Seed /Straw Mulch	30,000	SF	0.02	\$ 600.00
TOTAL SECTION A				\$1,300.00

By Venezia and Associates

April 16, 2020

Anthony A. Venezia



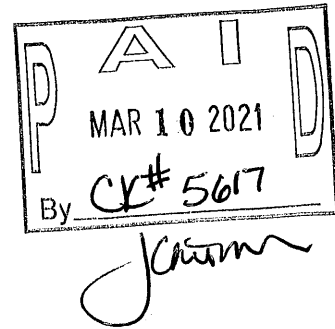
ATTACHMENT 28

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

December 15, 2020

Doug Finch, Town Manager
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424



RE: VENEZIA FOR JT PROPERTIES
NEW WAREHOUSE - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP No. 70.00-1-52.110
CPN No. 2020-040
ADDRESS: 5290 NORTH STREET

Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated October 29, 2020, prepared by Erin Joyce PE for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **\$4,738.12 (Four-Thousand Seven-Hundred Thirty-Eight Dollars and Twelve Cents)**. The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

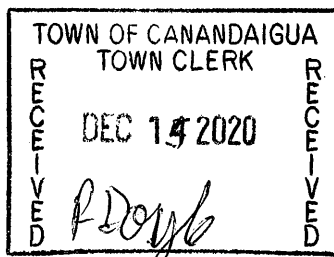
Any questions and/or comments you may have in this regard, please feel free to contact me at your earliest convenience.

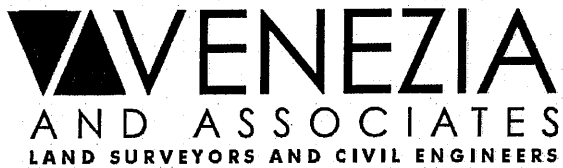
Sincerely,

A handwritten signature in black ink, appearing to read "Chris Jensen".

Chris Jensen
Town of Canandaigua – Code Enforcement Officer

C Jean Chrisman, Town Clerk
Project Binder
Property Owner





Surety Estimate – Erosion and Sediment Control and Drainage at 5290 North Street

Prepared by: Venezia and Associates

Prepared For: J&T Properties Tax Map No. 70.00-01-52.110

Section A: Erosion Control	\$4,307.38
10% Contingency:	\$430.74
TOTAL ESTIMATE:	\$4,738.12

By Venezia and Associates

Erin V. Joyce, PE October 29, 2020

Section A: Erosion Controls

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
Stabilized Construction Entrance	1	EA	500.00	\$500.00
Silt Fence (209.13*)	463	LF	5.39*	\$2,495.57
Inlet Protection, Drop-In (209.1703*)	1	EA	23.81*	\$23.81
Permanent Lawn (601.1602*)	700	SY	\$1.84*	\$1,288.00
TOTAL SECTION A				\$4,307.38

Source: *NYS DOT Weighted Average Item Price Report – January 1, 2018 to December 31, 2019 (Avg of all Regions)
 Source: **Town of Canandaigua Development Office

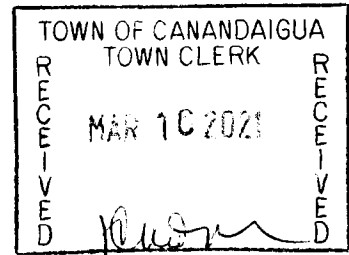
ATTACHMENT 29

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

March 16, 2021

Doug Finch, Town Manager
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424



RE: MEAGHER FOR SWETMAN
NEW SINGLE FAMILY DWELLING - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP No. 113.17-1-14.000
CPN No. 2020-072
ADDRESS: 4015 COUNTY ROAD 16

1758360

Dear Mr. Finch,

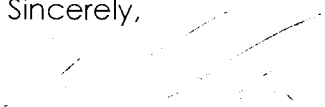
Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated March 16, 2021, prepared by Anthony Tintera of Meagher Engineering for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **\$9,237 (Nine-Thousand Two-Hundred Thirty-Seven Dollars and No Cents)**. The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

Any questions and/or comments you may have in this regard, please feel free to contact me at your earliest convenience.

Sincerely,


Chris Jensen
Town of Canandaigua – Code Enforcement Officer

C Joan Chrisman, Town Clerk
Project Binder
Property Owner

APPROVED

Doug Finch – Town Manager
3/15/21
Date



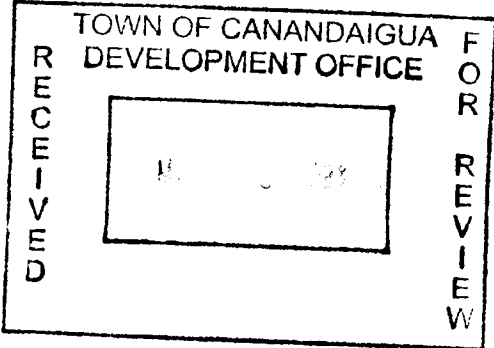
UNITS	
LS	LUMP SUM
LF	LINEAR FEET
EA	EACH
SY	SQUARE YARDS
CY	CUBIC YARDS

**SWETMAN SITE PLAN
PROBABLE CONSTRUCTION COSTS
24-FEB-21**

EROSION / STORMWATER CONTROL					
	DESC.	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
1	SILT FENCE	116	LF	\$3.00	\$348.00
2	SUPER SILT FENCE	96	LF	\$10.00	\$960.00
3	CONSTRUCTION FENCE	326	LF	\$1.50	\$489.00
4	SEED/STRAW MULCH	14,640	SF	\$0.02	\$292.80
5	4" HDPE OVERFLOW STORM PIPE	98	LF	\$1.50	\$147.00
6	TRENCH DRAIN	40	LF	\$30.00	\$1,200.00
7	CHAMBERMAXX SYSTEM	1	LS	\$5,800.00	\$5,800.00
					SUM
					\$9,237

ENGINEER'S SIGNATURE: Anthony J. Jinterica

DATE: 3-16-21



ATTACHMENT 30



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10189804

Sell To:

Contact Name	Jim Fletcher	Ship To Name	Town of Canandaigua
Bill To Name	Town of Canandaigua	Ship To	5440 State Rte 5 and 20
Bill To	5440 State Rte 5 and 20 Canandaigua, NY 14424-9327 USA		Canandaigua, NY 14424-9327 USA
Email	jfletcher@townofcanandaigua.org		
Phone	5852817113		

Quote Information

Salesperson	Tom Nero	Created Date	4/13/2021
Salesperson Email	tnero@wastequip.com	Expiration Date	4/27/2021
Salesperson Phone	(518) 320-5851	Quote Number	WQ-10189804
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - NY - 206760NE	40 Cubic Yard Heavy Duty Rectangle Roll Off Container 22' Long - Floor: 1/4" with 3" structural channels on 16" centers and 6" x 2" x 1/4" Structural Tubing Main Rails, Walls: 10 gauge with side columns on 24" centers and 3" x 4" x 3/16" Top Rails, Primed and Painted any Standard Color	1.00	\$8,220.00	\$8,220.00
Container - NY - ROC103	Crossmember Upgrade - 22' 12" Spacing from 18"	1.00	\$291.00	\$291.00

Payment Terms	Net 30 Days	Subtotal	\$8,511.00
Shipping Terms	FOB Origin	Shipping	\$940.00
		Tax	\$0.00
		Grand Total	\$9,451.00

Special Instructions

Special Instructions Duplicate from Jan 2021 order

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10189804



petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

ATTACHMENT 31

Click here to view complete attachment materials:

<http://www.townofcanandaigua.org/page.asp?id=138>

Renewable Properties, LLC

879 Sanchez Street
San Francisco, CA 94114
www.renewprop.com



March 31, 2021

Mr. Doug Finch
Town Manager
Town of Canandaigua, NY
5440 Route 5 & 20 West
Canandaigua, NY 14424

RE: Buffalo Solar Project Payment in Lieu of Taxes Discussion

Dear Mr. Finch,

On December 8, 2020 Renewable Properties (RP) presented the Buffalo Solar Project Sketch Plan to the Town of Canandaigua Planning Board. At this meeting RP received comments from the Planning Board advising on the suitability of the Project for the site. Before RP potentially proceeds with further review of the Buffalo Road Solar Project, RP seeks to understand the Town Board's general willingness and appetite for negotiating a Payment in Lieu of Taxes (PILOT) agreement for "large-scale solar energy systems."

In December 2016 the Town of Canandaigua adopted the "Solar Energy Law," which instituted a use definition, and review/approval process for solar energy generating projects. Pursuant to the adoption of this law, Section 220-62.2 of the Town's zoning ordinance allows "large-scale solar energy systems" in the following zoning districts: CC-Commercial, AR-1 Agricultural Rural Residential, AR-2 Agricultural Rural Residential, I-Industrial, and RR-3 Rural Residential. Large-scale solar energy systems are permitted by Special Use Permit in these districts, subject to site plan approval.

According to the stated purpose and intent of the "Solar Energy Law," the Town of Canandaigua adopted the ordinance to:

1. Take advantage of a safe, abundant, renewable, and non-polluting energy resource;
2. Decrease the cost of energy to the owners of commercial and residential properties, including single family houses;
3. Increase employment and business development in the region by furthering the installation of solar energy systems;
4. Preserve and protect the natural resources of the Town of Canandaigua;
5. Preserve and protect valuable agricultural land in the Town of Canandaigua; and
6. Implement the goals set forth in the Town of Canandaigua's Comprehensive Plan



Since the adoption of the Solar Energy Law, it appears the Town has approved three large-scale solar energy systems, one of which has been constructed and is operational (Aegis Solar). If the Town is to continue to meet the stated purpose and intent of the Solar Energy Law by permitting large-scale solar energy systems, the Town may wish to consider the following factors regarding PILOTs.

1. PILOTs are needed to make large-scale solar energy systems financeable. While currently operational projects may not have required a PILOT, changing economics now necessitate it. Though we do not have a clear view into all details of the project, it is our opinion, based on timing, that the recently constructed Aegis Solar project would have been eligible to receive the benefits of NYSERDA's NY-Sun Block 12 incentives, valued at \$0.25/W of capacity installed.¹ At 3MWdc, that represents \$750,000 of incentive payments – effectively covering tax payments for the lifetime of the project. In contrast, it is highly likely Buffalo Road Solar will not complete permitting in time to qualify for the Block 17 incentives, valued at \$0.11/W. Block 17 is currently the last scheduled round of incentives, meaning we anticipate \$0 of incentives for Buffalo Road Solar. Furthermore, it is likely the Aegis Solar project qualified for the Rochester Gas & Electric Community Credit. The credit effectively increases the rate (\$/kWh) the project is compensated for its generation. Large-scale solar energy systems under review at this time can expect a 37% lower rate than the Aegis project because the Community Credit opportunity is now closed.² Therefore, Large-scale solar energy projects in review at this time are at a serious economic disadvantage when compared to earlier movers in the New York solar market.
2. NYSERDA recommends that towns offer PILOTs within a certain dollar range (Attachment A). These numbers are based on both a projected share of revenue and fixed amounts. Current guidance recommends PILOT rates not exceed 1-3% of project revenue. Our analysis shows that if Buffalo Road Solar were taxed as Aegis Solar is taxed, that would account for over 8% of total compensation received. That amounts to nearly \$13,200/MWac, well above NYSERDA's recommended range of \$1,700 - \$5,000 in Rochester Gas & Electric territory. These high numbers render a project incapable of attracting investment due to feeble returns.
3. PILOTs offer a win-win situation for municipalities and developers. Solar projects do not burden municipal resources in any manner and therefore the proceeds generated from projects have a 100% reduction on municipal expenses. Renewable Properties is amenable to several different arrangements, including a host community agreement with an upfront payment to the Town, which could be used at Canandaigua's discretion.
4. Renewable Properties understands and appreciates the Town of Canandaigua's effort to prevent the loss of its agricultural lands and its concerns regarding the potential for solar farms to occupy a large proportion of these lands. However, there are many constraints that work against this scenario. Site suitability for a financeable large-scale solar energy project is informed by many variables, chief among them access to existing electrical infrastructure. Moreover, that existing infrastructure must be able to accommodate the added generation without triggering

¹<https://www.nysesda.ny.gov/All%20Programs/Programs/NY%20Sun/Contractors/Dashboards%20and%20incentives/Upstate%20Dashboard>

² <https://www.nysesda.ny.gov/all-programs/programs/ny-sun/contractors/value-of-distributed-energy-resources>



prohibitively expensive upgrades to the distribution lines and substations. Other screening or gating criteria include the environmental characteristics of the land such as slope, aspect, topography, wetlands, and the potential for presence of protected species. Zoning restrictions further narrow the field of suitable sites. Finally, a landowner must be willing to enter into an agreement for the long-term lease or purchase and sale of their property to accommodate a solar project. For reference, Renewable Properties made direct outreach to approximately 67 landowners in Canandaigua over the summer of 2020. This prospecting lead to about ten potentially viable opportunities and initial negotiation with landowners along with more rigorous desktop constraints evaluation of the environmental factors noted above. When taken together with landowner willingness to enter an agreement combined with hosting capacity on the existing distribution grid, Renewable Properties was only able to come to formulate a potentially viable project at our Buffalo Road Solar site. That equates to a less than 2% success rate and demonstrates the unlikely nature of proliferation of solar projects overtaking the Towns agriculturally zoned parcels.

We appreciate the Town Board's consideration of our request for conversation. We look forward to bringing a clean renewable solar energy generating project to the Town of Canandaigua.

Sincerely,

RENEWABLE PROPERTIES

A handwritten signature in black ink, appearing to read "SL", is positioned above the typed name.

Stephanie Loucas
Vice President, Development
415-710-3834

Enclosures:

1. Attachment A: NYSERDA Solar Guidebook

August 2020

New York Solar Guidebook for Local Governments



NEW YORK
STATE OF
OPPORTUNITY.

NYSERDA

ATTACHMENT 32

Click here to view complete attachment materials:

<http://www.townofcanandaigua.org/page.asp?id=138>



THE MARIHUANA REGULATION AND TAXATION ACT



What Municipalities Should Know: Fully Baked - A Review of the Newly-Enacted Marihuana Regulation and Taxation Act

Wendy Marsh, Esq.
Partner, Hancock Estabrook
wmarsh@hancocklaw.com (315) 565.4536

Michael N'dolo, CEcD
Director, MRB Group
mndolo@mrbgroup.com (518) 301-5428

Date: April 13, 2021 4:00 pm

Copyright 2021 – Hancock Estabrook, LLP and MRB Group

STATE OF NEW YORK

854--A

2021-2022 Regular Sessions

IN SENATE

(Prefiled)

January 6, 2021

Introduced by Sens. KRUEGER, BAILEY, BENJAMIN, BIAGGI, BRESLIN, BRISPORT, BROUK, COMRIE, COONEY, GIANARIS, HINCHEY, HOYLMAN, JACKSON, KENNEDY, LIU, MAY, MYRIE, PARKER, RAMOS, RIVERA, SALAZAR, SANDERS, SAVINO, SEPULVEDA, SERRANO -- read twice and ordered printed, and when printed to be committed to the Committee on Finance -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT in relation to constituting chapter 7-A of the consolidated laws, in relation to the creation of a new office of cannabis management, as an independent entity within the division of alcoholic beverage control, providing for the licensure of persons authorized to cultivate, process, distribute and sell cannabis and the use of cannabis by persons aged twenty-one or older; to amend the public health law, in relation to the description of cannabis; to amend the penal law, in relation to the growing and use of cannabis by persons twenty-one years of age or older; to amend the tax law, in relation to providing for the levying of taxes on cannabis; to amend the criminal procedure law, the civil practice law and rules, the general business law, the state finance law, the executive law, the penal law, the alcoholic beverage control law, the general obligations law, the social services law, the labor law, the family court act, and the vehicle and traffic law, in relation to making conforming changes; to amend the public health law, in relation to the definition of smoking; to amend the state finance law, in relation to establishing the New York state cannabis revenue fund, the New York state drug treatment and public education fund and the New York state community grants reinvestment fund; to amend chapter 90 of the laws of 2014 amending the public health law, the tax law, the state finance law, the general business law, the penal law and the criminal procedure law relating to medical use of marihuana, in relation to the effectiveness thereof; to amend chapter 174 of the laws of 1968 constituting the urban development corporation act, in relation to loans to social and economic equity applicants, providing increased drug recognition awareness and

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD02565-04-1