

# Canandaigua Town Board

## Meeting Agenda for

### December 18, 2023

6:00pm – Onnalinda Room

- Call To Order and Pledge of Allegiance
  - Pledge led by Councilperson Simpson
- Roll Call
  - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence
- Privilege of the Floor
- Priority Business
- Presentations
- Public Hearings

#### *Continued Public Hearings:*

- None

#### *New Public Hearings:*

- None

- Reports of Town Officials and Department Heads – Attachment 1
  - A. Highway / Water Superintendent
  - B. Assessor
  - C. Historian
  - D. Town Clerk
  - E. Planner
  - F. Human Resources & Parks Coordinator
  - G. Town Manager
  - H. Supervisor / Deputy Supervisor
    - 1. Monthly Financial Reports
      - a. Revenue & Expense Report and Cash Summary Report
      - b. Overtime Report – All Departments
      - c. Overtime Report – Highway & Water
- Reports of Committees, Boards and Commissions (as needed)
  - A. Town Board Committees
    - a. Finance – Chairperson Adeline Rudolph / Vice Chairperson David Sauter
    - b. Planning & Public Works – Chairperson Terry Fennelly / Chairperson John Casey  
Vice Chairperson John Casey

#### **ZOOM MEETING INFORMATION:**

Please register in advance of this meeting using the following link:

[https://us02web.zoom.us/join/ztYqC-GtqTotH92PBu15q7\\_hCirh9kEvA6VV](https://us02web.zoom.us/join/ztYqC-GtqTotH92PBu15q7_hCirh9kEvA6VV)

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

*Please be aware all participants will be muted upon entry to the meeting and will only be able to speak after being acknowledged. Participants should use the “raise hand” feature or the chat box to request to speak. No screen sharing will be permitted. All meetings are recorded. Individuals will be removed from the meeting for inappropriate behavior.*

- c. Ordinance – Chairperson John Casey / Vice Chairperson Adeline Rudolph
  - d. Economic Development – Chairperson David Sauter / Vice Chairperson Jared Simpson
- B. Planning Board - Chairperson Chuck Oyler
- C. Zoning Board of Appeals – Chairperson Chip Sahler
- D. Environmental Conservation Board – Chairperson Kimberly Burkard
- E. Citizens' Implementation Committee
- F. Parks & Recreation Committee - Chairperson Mark MacNeil
- G. Special Events Committee - Chairperson Oksana Fuller
- H. Agriculture Committee - Chairperson Bob DiCarlo
- I. Cemetery Committee – Chairperson Karen DeMay
- J. Project Teams (quarterly only)
  - a. Open Space Project Team – Chairperson Sarah Reynolds
  - b. Local History Project Team
  - c. Tree Team – Chairperson Dennis Brewer

➤ Privilege of the Floor

➤ Resolutions and Motions

*Continued Resolutions:*

*None*

*New Resolutions:*

## **FINANCE**

- Resolution No. 2023 – 297: Acknowledging and Thanking Town Clerk Jean Chrisman for Her Years of Leadership and Service to the Town.
- Resolution No. 2023 – 298: Acknowledging and Thanking Town Manager Doug Finch for His Years of Leadership and Service to the Town.
- Resolution No. 2023 – 299: Acknowledging and Thanking Dale Zukaitis for His Years of Service to the Town.
- Resolution No. 2023 – 300: Acceptance of the Monthly Financial Reports
- Resolution No. 2023 – 301: Acknowledgement and Authorization of Budget Transfers by Town Manager
- Resolution No. 2023 – 302: Authorizing Budget Transfers Regarding Personnel Accounts
- Resolution No. 2023 – 303: Establishing 2024 Employee Wage Rates and Payment

## **PLANNING / PUBLIC WORKS**

- Resolution No. 2023 – 304: Amendment To Employment Agreement Between the Town of Canandaigua, NY and the Town of Canandaigua Highway Employee's Association
- Resolution No. 2023 – 305: Accepting 284 Agreement for the Expenditure of 2024 Highway Moneys
- Resolution No. 2023 – 306: Fox Ridge Phase 5B-3 Acceptance of Dedication of Roadway (Lacrosse Circle), Watermain, and Storm Sewer Authorization for Town Clerk to File Necessary Documents
- Resolution No. 2023 – 307: Acceptance of Escrow for a Street Light Installation at a Location to be Determined within Lakewood Meadows Subdivision Section 9D (TM#112.19-1-500.100)

- Resolution No. 2023 – 308: Authorizing Submission of a Grant Application to the New York Department of Transportation for the 2023 Transportation Alternatives Program and Approval of a Local Match Contribution

## **ORDINANCE- NONE**

### **ECONOMIC DEVELOPMENT / GENERAL**

- Resolution No. 2023 – 309: Setting the Town of Canandaigua Town Board 2024 Organizational Meeting
- Resolution No. 2023 – 310: Establishing Pay Rate of Interim Town Clerk
- Resolution No. 2023 – 311: Acknowledgement of First Deputy Town Clerk Appointment and Establishing Salary and Appointment as Deputy Registrar
- Resolution No. 2023 – 312: Appointment of Office Specialist I
- Resolution No. 2023 – 313: Establishing the Standard Work Day for Retirement Purposes
- Resolution No. 2023 – 314: Association of Towns 2024 Annual Meeting Delegate Designation
- Resolution No. 2023 – 315: Authorization for Town Manager to Execute Intermunicipal Agreement with Ontario County for Court Security Services
- Resolution No. 2023 – 316: Authorization for Town Manager to Execute Intermunicipal Agreement with Ontario County for Law Enforcement Services
- Resolution No. 2023 – 317: Approving 2024 Agreement Between The Town of Canandaigua and The Ontario County Historical Society
- Resolution No. 2023 – 318: Accepting Proposal Onanda Park Replacement Fishing Dock and Authorizing Town Manager to Execute Documents
- Resolution No. 2023 – 319: The Town of Canandaigua Richard P. Outhouse Memorial Park Restoration Project – SEQR Type II Action
- Resolution No. 2023 – 320: The Town of Canandaigua Roads and Highways Project – SEQR Type II Action
- Resolution No. 2023 – 321: The Town of Canandaigua Stormwater Facilities Improvements Project – SEQR Type II Action

### **RESOLUTION NO. 2023 – 297: ACKNOWLEDGING AND THANKING TOWN CLERK JEAN CHRISMAN FOR HER YEARS OF LEADERSHIP AND SERVICE TO THE TOWN**

**WHEREAS**, Jean Chrisman, Town of Canandaigua Town Clerk has been appointed as the newest Ontario County Clerk and has tendered her resignation from the Town effective December 1, 2023 and the Town Board wishes to pause in its deliberations to show appreciation for her service; and

**WHEREAS**, Mrs. Chrisman has served as the Town Clerk and Receiver of Taxes since 2014, having previously served as the Zoning Officer since November 15, 1997; a total of 26 years in service to the Town; and

**WHEREAS**, during her tenure as Town Clerk, Mrs. Chrisman provided consistent and steadfast leadership to her team of Deputy Town Clerks as well as other staff and employees – her years of experience being beneficial across multiple departments; and

**WHEREAS**, the Town Clerk's office serves as the face of the Town, often the first to assist and serve the residents and members of the public who walk through the doors of the Town Hall and during Mrs. Chrisman's time at the Town she ensured this welcome was warm and helpful to all who entered; and

**WHEREAS**, throughout her tenure as Town Clerk, Mrs. Chrisman was responsible for maintaining and organizing the entirety of the Town's mass of records – paper, film, audio, and digital – ensuring these irreplaceable records remain viable and available to the public for future needs and for their historical value; and

**WHEREAS**, Mrs. Chrisman improved efficiencies in the office of the Town Clerk, making improvements and ensuring that residents enjoyed the highest level of service, such improvements included, but were not limited to:

- Successfully transitioning the Town from a paper to digital records management system,
- Obtaining grant funding to assist with implementing the digital transition,
- Initiating the move to Laserfiche for server and cloud-based records management and training all Town staff in its use,
- Organizing multiple Town policies and procedures to improve efficiencies in the office of the Town Clerk and beyond,
- Training several new Deputy Town Clerks to serve Town Residents; and

**WHEREAS**, Mrs. Chrisman also provided vital records services to the Town and its residents throughout her years as Town Clerk, providing marriage licenses, birth and death certificates to countless individuals and families, an underappreciated but crucial service; and

**WHEREAS**, Mrs. Chrisman has demonstrated a long-standing commitment to service, a high level of professionalism, and lasting dedication to the residents of the Town of Canandaigua, the Town Board and its mission; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board offers its gratitude and hereby accepts the resignation of Mrs. Chrisman, and thanks her for her many years of service to the Town of Canandaigua, its residents, and wishes her well in future endeavors; and

**BE IT FURTHER RESOLVED**, a copy of this resolution be presented to Mrs. Chrisman as a token of our appreciation and a reminder of the profound impact she has made on our community.

**RESOLUTION NO. 2023 – 298: ACKNOWLEDGING AND THANKING TOWN MANAGER DOUG FINCH FOR HIS YEARS OF LEADERSHIP AND SERVICE TO THE TOWN**

**WHEREAS**, the Town Board wishes to pause in its deliberations to show its gratitude to Mr. Douglas Finch, the Town of Canandaigua's first Town Manager, who has tendered his resignation effective January 8, 2023; and

**WHEREAS**, Mr. Finch served as the Town's first Town Manager beginning in March 2017, having previously served as the Town of Canandaigua's Director of Development since March 2014; and

**WHEREAS**, during his tenure with the Town, Mr. Finch successfully led the Town through many significant accomplishments that have had and will continue to have a lasting impact on the success of the Town including infrastructure and facility improvements, new community developments, and project implementations:

- Purchase of land to expand future Town operations, including court and transfer station
- Construction of a new highway facility

- Construction of new water tank projects and infrastructure improvements
- Construction of several apartment developments including Trolley Station (48 units), Happiness House Phases 1, 2, and 3, Candlewood Town Homes (32 units), The Retreat at Centerpointe (115 units), The Links (109 Town homes), Creekview at Woodlawn Park (ongoing), and more,
- Completed housing developments including finishing phases for Fox Ridge, Old Brookside, Lakewood Meadows, Pierce Brook, Sunset Ridge and Lakeview Estates
- Construction and opening of Miller Park
- Construction and opening of Motion Junction, a fully inclusive playground
- Renovation and authorization of state turnover of Onanda Park to Town of Canandaigua
- Renovation and improvements to Outhouse Park and Blue Heron Park
- Creation and founding of the Canandaigua Local Development Corporation and Uptown Business Improvement District
- Creation of water quality improvement projects protecting community residents from worse flooding conditions such as witnessed during the historic July 9, 2023 flood
- Attracted over 60 new businesses or expansions including a focus on agricultural production
- Trail improvements including partial construction of the Auburn Trail
- Negotiated collaboration with Finger Lakes Land Trust to create the Vista Nature Preserve, helping to enhance connections to other Town parks
- Negotiated recent expansion of Onanda Park, adding new land and trails
- Negotiated purchase of McJannett Park expansion; and
- Obtainment of over \$40 million in grants for the Town and community including PDRs; and

**WHEREAS**, during Mr. Finch's time with the Town, he maintained an eye for the future, working to streamline day-to-day operations and management with the following improvements:

- Initiating multi-year budgeting and financial forecasting,
- The creation of new fiscal and operational policies and improving existing policies,
- Instituting financial checks and balance thresholds,
- Launching new financial software for the Town,
- Helping to organize annual budgeting timelines and policies; and

**WHEREAS**, also during his time as Town Manager, Mr. Finch oversaw the creation of countless planning documents, ordinances and zoning amendments that help the Town to achieve sustainable growth and development including the Padelford Brook Greenway, Uptown Form Based Code, Uptown Corridor Transportation and Mixed Use Feasibility Study, Parks and Recreation Master Plan, Completes Streets Policy, Agricultural Enhancement Plan, Open Space Conservation and Scenic Views Master Plan, Sewer Master Plan, Water Master Plan, Conservation Subdivision law reorganization, Mixed Use Overlay district, Agricultural Protection Overlay district, Scenic Views Overlay, Short Term Rental regulations, and many more; and

**WHEREAS**, throughout his years of service, Mr. Finch has always been committed to the residents of the Town of Canandaigua, the Town Board and its mission and he leaves a legacy of steadfast leadership, compassion, and dedication; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board offers its gratitude and hereby accepts the resignation of Mr. Finch and thanks him for his many years of service to the Town of Canandaigua and wishes him well in future endeavors; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be presented to Mr. Finch as a token of our appreciation and a reminder of the profound impact he has made on our community.

**RESOLUTION NO. 2023 – 299 : ACKNOWLEDGING AND THANKING DALE ZUKAITIS FOR HIS YEARS OF SERVICE TO THE TOWN**

**WHEREAS**, the Town Board of the Town of Canandaigua wishes to pause in deliberations on the occasion of the retirement of Mr. Dale Zukaitis as a Code Enforcement Officer of the Town of Canandaigua; and

**WHEREAS**, Dale Zukaitis has faithfully served the Town of Canandaigua from March 21, 2007, until December 31, 2023, with unwavering dedication, commitment, and expertise; and

**WHEREAS**, Dale Zukaitis has issued thousands of building permits for the Town of Canandaigua, ensuring that new structures meet the highest standards of safety and quality, and his meticulousness has guided the town's growth; and

**WHEREAS**, Dale Zukaitis has played a pivotal role in assisting the Town through numerous transitions, providing stability and continuity in times of change; and

**WHEREAS**, Dale Zukaitis has overseen the residential construction of thousands of new homes, contributing significantly to the town's growth and development; and

**WHEREAS**, Dale Zukaitis has conducted nearly 125,000 building inspections, maintaining the highest standards of safety and quality for the community; and

**WHEREAS**, Dale Zukaitis has continuously updated his knowledge, actively engaging in code classes, embracing new technologies, and staying current with evolving construction regulations, making him a valuable resource for the entire community; and

**WHEREAS**, Dale Zukaitis has served as a compassionate mentor and guide, providing invaluable advice to homeowners navigating construction and renovations and offering his wisdom and guidance to many staff members; and

**WHEREAS**, Dale Zukaitis has a rich history of service to our nation, having previously served honorably in the United States Post Office and our country; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Canandaigua, that we extend our deepest appreciation and gratitude to Dale Zukaitis for his exemplary service to the residents of the Town of Canandaigua; and

**BE IT FURTHER RESOLVED**, that Dale Zukaitis's legacy of dedication, commitment, and unwavering service will forever be remembered and cherished by the Town of Canandaigua; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be presented to Dale Zukaitis as a token of our appreciation and a reminder of the profound impact he has made on our community.

**RESOLUTION NO. 2023 – 300: 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 this month’s 2023 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 1

**RESOLUTION NO. 2023 – 301: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN MANAGER**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has authorized the Town Manager and/or Clerk (Finance) to make interfund transfers in an amount less than \$5,000.00 by Resolution No. 2023-015; and

**WHEREAS**, the Town Manager and/or Clerk (Finance) have made budget transfers to compensate for expenses that exceeded the budgeted amount; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby acknowledges and authorizes these budget transfers; and

**BE IT FINALLY RESOLVED**, the Town Board directs the Town Clerk to provide a copy of this resolution to the Clerk (Finance).

Attachment 2

**RESOLUTION NO. 2023 – 302: AUTHORIZING BUDGET TRANSFERS REGARDING PERSONNEL ACCOUNTS**

**WHEREAS**, the Town of Canandaigua Human Resources and Payroll Coordinator and the Finance Clerk II have reviewed the current budget for the Town of Canandaigua; and

**WHEREAS**, upon review of the current budget, there have been expense lines identified that are close to or that are currently exceeding the budgeted amount due to changes in staffing; and

**WHEREAS**, the Human Resources and Payroll Coordinator and Finance Clerk II are recommending the following budget transfers to fund the accounts through year end:

Decrease:		
AA100.7110.142	Rec. Attendants Gatehouse	\$6,500
AA100.8160.140	Waste & Recycling Laborers	\$2,900

Increase:

AA100.5010.131	Highway. Senior Clerk	\$1,300
AA100.7110.121	Parks. Maintenance Assistant	\$2,400
AA100.7110.143	Park. Laborers P/T Seasonal	\$1,200
AA100.8020.140	PB Stenographer P/T	\$1,600
AA100.8160.130	Waste & Recycling MEO	\$2,900

**THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby authorizes the transfer as detailed above and directs the Town Manager and Finance Clerk II to enter this transfer in the 2023 town budget; and

**BE IT FINALLY RESOLVED**, the Town Clerk shall provide a copy of this resolution to the Human Resources and Payroll Coordinator, Town Manager and Finance Clerk II.

**RESOLUTION NO. 2024 – 303: ESTABLISHING 2024 EMPLOYEE WAGE RATES AND PAYMENT**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) needs to set the salaries for employees of the Town of Canandaigua for 2024; and

**WHEREAS**, the Town Board’s organizational meeting will not take place until January 8, 2024 and therefore the Town Board needs to set the 2024 payrates in December 2023; and

**WHEREAS**, the Town Board does hereby fix employee salaries and frequency of payment as noted below per the Town of Canandaigua adopted 2024 budget:

Name	Position	2024 Rate	Wage Calculated	Frequency
	Town Board Members	\$5,698.00	Annual Stipend	Bi-weekly
David Prull	Town Justice	\$28,609.00	Annual Stipend	Bi-weekly
Walter Jones	Town Justice	\$28,609.00	Annual Stipend	Bi-weekly
KB	Court Clerk, FT	\$62,826.00	Annual Salary	Bi-weekly
Jared Simpson	Town Supervisor	\$68,873.00	Annual Stipend	Bi-weekly
	Deputy Supervisor	\$2,060.00	Annual Stipend	Bi-weekly
Doug Finch	Town Manager	\$140,690.00	Annual Salary	Bi-weekly
	Budget Officer	\$0.00	Annual Stipend	Bi-weekly
JM	Finance Clerk II	\$62,500.00	Annual Salary	Bi-weekly
MR	Assessor	\$78,796.00	Annual Salary	Bi-weekly
Crystelyn Laske	Town Clerk	\$74,638.00	Annual Salary	Bi-weekly
LF	Human Resources & Payroll Coordinator	\$85,000.00	Annual Salary	Bi-weekly
LF	Parks Director	\$8,500.00	Annual Salary	Bi-weekly
SR	Planner, Part Time	\$56,650.00	Annual Salary	Bi-weekly
KS	Zoning Inspector	\$56,650.00	Annual Salary	Bi-weekly
MW	Zoning Inspector	\$56,650.00	Annual Salary	Bi-weekly
MM	Code Enforcement Officer	\$78,000.00	Annual Salary	Bi-weekly

FM	Code Enforcement Officer	\$62,000.00	Annual Salary	Bi-weekly
	Code Enforcement Officer	\$57,500.00	Annual Salary	Bi-weekly
Jim Fletcher	Highway Superintendent	\$60,000.00	Annual Salary	Bi-weekly
CL	Deputy Highway Superintendent	\$5,305.00	Annual Stipend	Bi-weekly
Jim Fletcher	Water Superintendent	\$75,000.00	Annual Stipend	Bi-weekly
Crystelyn Laske	Registrar of Vital Statistics	\$2,500.00	Annual Stipend	Quarterly
Heather Cross	Deputy Registrar of Vital Statistics	\$500.00	Annual Stipend	Quarterly
	Historian	\$3,789.00	Annual Stipend	Quarterly
	Assess. Board of Review Chair	\$595.00	Annual Stipend	Quarterly
	Assess. Board of Review Members	\$360.00	Annual Stipend	Quarterly
	Planning Board Chair	\$4,139.00	Annual Stipend	Quarterly
	Planning Board Members	\$2,759.00	Annual Stipend	Quarterly
	ECB Chair	\$1,000.00	Annual Stipend	Quarterly
	Environmental Conservation Board Members	\$637.00	Annual Stipend	Quarterly
	Zoning Board of Appeals Chair	\$2,028.00	Annual Stipend	Quarterly
	Zoning Board of Appeals Members	\$1,003.00	Annual Stipend	Quarterly
	ZBA Alternate	\$70.00	Per Meeting Voting	Quarterly
	PB Alternate	\$70.00	Per Meeting Voting	Quarterly

;and

**NOW THEREFORE BE IT RESOLVED**, the Town Board sets the above chart as the pay rate for the listed positions for 2024; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Manager and Human Resources Coordinator; and

**BE IT FINALLY RESOLVED**, the Town Board authorizes the Town Manager to execute the necessary documents to implement these changes.

**RESOLUTION NO. 2023 - 304: AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA, NY AND THE TOWN OF CANANDAIGUA HIGHWAY EMPLOYEE'S ASSOCIATION**

**WHEREAS**, the Town of Canandaigua, NY (hereinafter referred to as the "Town") and the Town of Canandaigua Highway Employee's Association affiliated with Local 1170 Communications Workers of America (hereinafter referred to as the "Association") entered into an Employment Agreement covering the period from January 1, 2023, through December 31, 2027 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the parties to the Agreement recognize the need for amendments to the Agreement, specifically to increase the base wage rates for certain employee groups; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Canandaigua, NY, on this December 18, 2023, that the Agreement between the Town of Canandaigua, NY and the Town of Canandaigua Highway Employee's Association affiliated with Local 1170 Communications Workers of America covering the period from January 1, 2023, through December 31, 2027, is hereby amended as follows:

**1. Amendment to Appendix B - Base Wage Rates:**

- a. For the year 2024, the base wage rates for Group 1 - Motor Equipment Operators, Group 2 - Motor Equipment Operators IV and Water Maintenance Assistants, and Group 3 - Heavy Equipment Mechanic and Working Supervisors shall be increased by \$2.00 per hour.
- b. For the years 2025, 2026, and 2027, the base wage rates for all employee groups (Group 1, Group 2, and Group 3) shall be increased by 3% annually.

**2. Revised Wage Rates (Effective January 1, 2024):**

- a. Group 1 - Motor Equipment Operators: From \$29.77 to \$31.77 per hour.
- b. Group 2 - Motor Equipment Operators IV and Water Maintenance Assistants: From \$30.86 to \$32.86 per hour.
- c. Group 3 - Heavy Equipment Mechanic and Working Supervisors: From \$32.39 to \$34.39 per hour.

**3. Revised Wage Rates (Effective January 1, 2025):**

- a. Group 1 - Motor Equipment Operators: From \$30.66 to \$32.72 per hour.
- b. Group 2 - Motor Equipment Operators IV and Water Maintenance Assistants: From \$31.79 to \$33.85 per hour.
- c. Group 3 - Heavy Equipment Mechanic and Working Supervisors: From \$33.36 to \$35.42 per hour.

**4. Revised Wage Rates (Effective January 1, 2026):**

- a. Group 1 - Motor Equipment Operators: From \$31.58 to \$33.70 per hour.
- b. Group 2 - Motor Equipment Operators IV and Water Maintenance Assistants: From \$32.74 to \$34.87 per hour.
- c. Group 3 - Heavy Equipment Mechanic and Working Supervisors: From \$34.36 to \$36.48 per hour.

**5. Revised Wage Rates (Effective January 1, 2027):**

- a. Group 1 - Motor Equipment Operators: From \$32.53 to \$34.72 per hour.
- b. Group 2 - Motor Equipment Operators IV and Water Maintenance Assistants: From \$33.72 to \$35.91 per hour.
- c. Group 3 - Heavy Equipment Mechanic and Working Supervisors: From \$35.39 to \$37.58 per hour.; and

**BE IT FURTHER RESOLVED**, that the Town Manager is hereby authorized to execute the amended Agreement on behalf of the Town of Canandaigua, NY.

Attachment 3

**RESOLUTION NO. 2023 - 305: ACCEPTING 284 AGREEMENT FOR THE EXPENDITURE OF 2024 HIGHWAY MONEYS**

**WHEREAS**, the Canandaigua Town Board and Town Highway Superintendent have proposed an agreement for the expenditure of 2024 highway repair and improvement funds pursuant to Section 284 of New York State Highway Laws; and

**WHEREAS**, the total amount to be spent on highway repairs and improvements is \$1,750,000.00 and the proposed uses include surface treatments, asphalt shoulder repairs on various roads, reconstruction of Arnold Road, asphalt overlay on Middle Cheshire Road, Emerson Road, Stablegate subdivision, Canandaigua-Farmington Townline Road, stormwater culvert repairs, concrete repairs; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby accepts the 2024 284 Agreement for the Expenditure of Highway Moneys and directs the Town Clerk to retain one copy of the executed agreement and to forward a second copy to the Ontario County Highway Superintendent.

Attachment 4

**RESOLUTION NO. 2023 – 306: FOX RIDGE PHASE 5B-3 ACCEPTANCE OF DEDICATION OF ROADWAY (LACROSSE CIRCLE), WATERMAIN, AND STORM SEWER AUTHORIZATION FOR TOWN CLERK TO FILE NECESSARY DOCUMENTS**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') is considering the acceptance of a dedicated roadway (LaCrosse Circle) the remaining portion including the cul-de-sac, watermain, and storm sewer for Phase 5B-3 of Fox Ridge Subdivision; and

**WHEREAS**, the roadway to be dedicated in Phase 5B-3 is LaCrosse Circle; and

**WHEREAS**, the Highway and Water Superintendent and Town Engineer (MRB Group) have completed and signed the Town of Canandaigua Inspection Form (Appendix G-7.0) and no deficiencies were identified; and

**WHEREAS**, the Highway and Water Superintendent and Town Engineer (MRB Group) have completed the Town of Canandaigua Dedication Form (Appendix G-8.0) and recommends the Town Board accept dedication of the roadway and infrastructure; and

**WHEREAS**, the Town Attorney has reviewed the documentation associated with the dedication and has approved the language and documentation presented by MRB Group; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board does hereby authorize the Town Clerk to file any and all documents to cause to be accepted the roadway at Fox Ridge Phase 5B-3.

Attachment 5

**RESOLUTION NO. 2023 – 307: ACCEPTANCE OF ESCROW FOR A STREET LIGHT INSTALLATION AT A LOCATION TO BE DETERMINED WITHIN LAKEWOOD MEADOWS SUBDIVISION SECTION 9D (TM# 112.19-1-500.100)**

**WHEREAS**, Morrell Builders is offering the dedication of Lakewood Meadows Section 9D to the Town of Canandaigua; and

**WHEREAS**, the Town of Canandaigua Highway Superintendent has determined that an escrow is to be provided and accepted by the Town Board to cover the cost to install a streetlight within Lakewood Meadows Section 9 at a location to be determined by the highway Superintendent, prior to the Canandaigua Town Board accepting dedication of Lakewood Meadows Section Subdivision 9D; and

**WHEREAS**, the Town Engineer has reviewed the proposed escrow requirements and has found it to be satisfactory; and

**WHEREAS**, the applicant has submitted a check in the amount of \$6,000 to the Town Clerk's office for the purposes of the escrow; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby approve and accept escrow Check 43366 in the amount of \$6,000.00 submitted by S & J Morrell Inc.

Attachment 6

**RESOLUTION NO. 2023 – 308: AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK DEPARTMENT OF TRANSPORTION FOR THE 2023 TRANSPORTATION ALTERNATIVES PROGRAM AND APPROVAL OF A LOCAL MATCH CONTRIBUTION**

**WHEREAS** the Town of Canandaigua seeks to implement transportation infrastructure improvements along North Road to facilitate pedestrian and bicyclist travel more effectively; and

**WHEREAS** the New York State Department of Transportation ("NYSDOT") Transportation Alternatives Program ("TAP") grant provides federal aid for projects related to surface transportation safety and mobility improvements; and

**WHEREAS**, the Town of Canandaigua has opted to submit an application to the NYSDOT TAP grant (#DOT01-TPCM23-2023-00152) for the North Road Pedestrian Improvements and Reconstruction Project which comes at a cost of \$ 5,633,000.00 and

**WHEREAS** the NYSDOT TAP grant will fund up to 80% of the total project cost and requires a local match of at least 20% of the total project cost; and

**WHEREAS** the Town of Canandaigua is requesting a grant in the amount of \$4,506,400.00 (80%) and is committed to funding the remaining \$ 1,126,900.00 (20%) through local funds.

**NOW, THEREFORE BE IT RESOLVED**, that the governing body of the Town of Canandaigua (Town Board) has authorized the submission of this application and has approved the required local match.

**BE IT FURTHER RESOLVED** that the Town Supervisor is authorized to execute the grant agreement and the signature of the Town Supervisor constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement. Certified on this 18<sup>th</sup> day of December 2023.

Attachment 7

**RESOLUTION NO. 2023 – 309: SETTING THE TOWN OF CANANDAIGUA TOWN BOARD 2024 ORGANIZATIONAL MEETING**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') wishes to set the date of the 2024 Town Board organizational meeting; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua does hereby establish the date of the 2024 Organizational Meeting as January 8, 2023, at 6:00 pm at the Town Hall located at 5440 Route 5 & 20 W, Canandaigua and also via Zoom videoconference; and

**BE IT FURTHER RESOLVED**, the Town Board does hereby direct the Town Manager to prepare the December 18, 2023 agenda to include any needed actions that might need to be taken prior to the January 8, 2023 Town Board organizational meeting; and

**BE IT FURTHER RESOLVED**, the Town Clerk is hereby directed to cause to be noticed this meeting of the Town Board of the Town of Canandaigua.

**RESOLUTION NO. 2023-310: ESTABLISHING PAY RATE OF INTERIM TOWN CLERK**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') appointed Crystelyn Laske as the Interim Town Clerk and the Registrar of Vital Statistics effective December 1, 2023 through December 31, 2024; and

**WHEREAS**, Mrs. Laske's pay rate will continue at the Elected Town Clerk rate from the 2023 Adopted budget with the salaried amount of \$72,581.00 paid on a bi-weekly basis from budget line AA100.1410.110 through December 31, 2023; and

**WHEREAS**, the quarterly stipend for the Registrar of Vital statistics will be paid out pro-rated for the time in role as Registrar of Vital Statistics in the amount of \$208.33 and for Mrs. Laske's time as Deputy

Registrar of Vital Statistics in the amount of \$83.33 for a total stipend amount of \$291.66 to be paid from budget line AA100.4020.100; and

**WHEREAS**, the 2024 rate will follow the 2024 adopted budget; and

**NOW THEREFORE BE IT RESOLVED**, the pay rate established for Crystelyn Laske for the time period of December 1, 2023 through December 31, 2023 will be based on the 2023 Adopted Budget for the Elected Town Clerk position with the salaried amount of \$72,581.00 paid on a bi-weekly basis paid from budget line AA100.1410.110 and will receive the quarterly stipend for Registrar of Vital Statistics in the amount of \$291.66 to be paid from budget line AA100.4020.100; and

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

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

**RESOLUTION NO. 2023 – 311: ACKNOWLEDGEMENT OF FIRST DEPUTY TOWN CLERK APPOINTMENT AND ESTABLISHING SALARY AND APPOINTMENT AS DEPUTY REGISTRAR**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') understands a vacancy exists in the Town Clerk's Office for First Deputy Town Clerk; and

**WHEREAS**, Interim Town Clerk Crystelyn Laske has appointed Heather Cross as her first Deputy Town Clerk effective December 1, 2023 to be paid \$25.00 per hour from budget line AA100.1410.142; and

**WHEREAS**, the Town Clerk appoints Deputy Town Clerk Heather Cross as her Deputy Registrar with an annual stipend of \$500.00 to be paid from budget line (AA100.04020.100) on a quarterly basis; and

**NOW THEREFORE BE IT RESOLVED**, that the Canandaigua Town Board hereby acknowledges the appointment of Heather Cross as the First Deputy Town Clerk at an hourly rate of \$25.00 per hour effective December 1, 2023 paid from budget line AA100.1410.142; and

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

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

**RESOLUTION NO. 2023 - 312: APPOINTMENT OF OFFICE SPECIALIST I**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') understands a vacancy exists in the Development Office for Office Specialist I and

**WHEREAS**, the Town Manager has determined a need to fill the position in order to continue to provide necessary services to the Town; and

**WHEREAS**, the Human Resource and Payroll Coordinator received the Certification of Eligibles List from Ontario County Human Resource Department; and

**WHEREAS**, the Human Resource and Payroll Coordinator, the Town Planner, and the Finance Clerk II conducted 2 interviews; and

**WHEREAS**, the Town Manager and the HR and Payroll Coordinator are recommending the hiring of Marjorie Consaul at a rate of \$18.00/hour with an increase to \$19.00/hour after the successful completion of six months of service to be paid from budget line AA100.8010.147; and

**NOW THEREFORE BE IT RESOLVED**, that the Canandaigua Town Board hereby approves the hiring of Marjorie Consaul at an hourly rate of \$18.00/hour with a start date of December 18, 2023; and

**BE IT FURTHER RESOLVED**, the Town Manager is directed to make the following budget adjustments:

2023:			
Decrease:	AA100.8010.144	Zoning. Clerk P/T	\$2,200
Increase:	AA100.8010.147	Zoning. Office Specialist I	\$2,200
2024:			
Decrease:	AA100.8664.124	Code Enforcement	\$38,000
Increase:	AA100.8010.147	Zoning. Office Specialist I	\$38,000

**BE IT FINALLY RESOLVED**, the Town Manager is authorized to execute all documents necessary; and

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

**RESOLUTION 2023- 313: ESTABLISHING THE STANDARD WORK DAY FOR RETIREMENT PURPOSES**

**WHEREAS**, the New York State and Local Employees' Retirement System requires that a standard workday be established for retirement credit purposes; and

**WHEREAS**, the Town of Canandaigua has reviewed and recommends establishment of standard workdays for certain positions; and

**WHEREAS**, the Town of Canandaigua hereby establishes the following as standard workdays for the following positions; and

Hired / Appointed Position	Standard Work Day
Assessor's Aide	8
Senior Clerk	8
Recreation Director	8
Transfer Station Operator	6
Parks Maintenance Assistant	8

**NOW THEREFORE IT BE RESOLVED** that the Town of Canandaigua will report the aforementioned standard workdays in the New York State Employees' Retirement System based on the employer's time keeping system and whether hired / appointed officials choose to be members of the Retirement System: and

**BE IT FINALLY RESOLVED**, the Town Board directs the Town Clerk to provide a certified copy of this resolution to the Human Resources and Payroll Coordinator and the New York State Comptroller.

**RESOLUTION NO. 2023 – 314: ASSOCIATION OF TOWNS 2024 ANNUAL MEETING DELEGATE DESIGNATION**

**WHEREAS**, as a member of the Association of Towns, the Town of Canandaigua Town Board has the authority to assign its delegate and alternate to represent the Town at their Annual Business Meeting that will be held during the week of February 18, 2024; and

**WHEREAS**, Town Supervisor Jared Simpson will be attending the annual conference and has offered to be the Town's delegate for this annual meeting; and

**WHEREAS**, Council Member Rudolph will be the Town's alternate delegate for this annual meeting; and

**NOW, THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby designates Town Supervisor Jared Simpson as their delegate and Council Member Adeline Rudolph as the alternate delegate for the 2024 Association of Towns Annual Meeting.

Attachment 8

**RESOLUTION NO. 2023 – 315: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR COURT SECURITY SERVICES**

**WHEREAS**, the Town of Canandaigua Town Board (hereinafter referred to as 'Town Board') wishes to obtain court security services for the Town from Ontario County; and

**WHEREAS**, the Town has received an Intermunicipal Agreement for Court Security Services from Ontario County to provide part-time Ontario County Sheriff's deputies for security work in the Town of Canandaigua at a total amount not to exceed \$13,000 for the term of January 1, 2024, through December 31, 2024; and

**WHEREAS**, the Town of Canandaigua Town Board intends to enter into this agreement with Ontario County for the terms set forth in the provided intermunicipal agreement; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board accepts the Intermunicipal Agreement for Court Security between Ontario County and the Town of Canandaigua with a term beginning January 1, 2024, and ending December 31, 2024 with a cost not to exceed \$13,000 and authorizes the Town Manager to execute this agreement to be paid from the POLICE.CONTRACTUAL AA100.1110.401.00000 budget line; and

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

Attachment 9

**RESOLUTION NO. 2023 – 316: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR LAW ENFORCEMENT SERVICES**

**WHEREAS**, the Town of Canandaigua Town Board (hereinafter referred to as ‘Town Board’) wishes to obtain enhanced law enforcement services for the Town from Ontario County; and

**WHEREAS**, the Town has received an Intermunicipal Agreement for Law Enforcement Services from Ontario County to provide part-time Ontario County Sheriff’s deputies for Enhancement Law Enforcement work in the Town of Canandaigua at an estimated 20 hours per week with a total amount not to exceed \$29,000 for the term of January 1, 2024, through December 31, 2024; and

**WHEREAS**, the Town of Canandaigua Town Board intends to enter into this agreement with Ontario County for the terms set forth in the provided intermunicipal agreement; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board accepts the Intermunicipal Agreement for Law Enforcement Services between Ontario County and the Town of Canandaigua with a term beginning January 1, 2024, and ending December 31, 2024, with a cost not to exceed \$29,000 and authorizes the Town Manager to execute this agreement to be paid from the POLICE.CONTRACTUAL AA100.3120.400.00000 budget line; and

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

Attachment 10

**RESOLUTION NO. 2023 – 317: APPROVING 2024 AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND THE ONTARIO COUNTY HISTORICAL SOCIETY**

**WHEREAS**, the Ontario County Historical Society (OCHS) and the Town of Canandaigua have a long-standing agreement that includes OCHS providing certain services and programs in exchange for an annual payment from the Town; and

**WHEREAS**, the services and programs are outlined in the proposed agreement from the Ontario County Historical Society and includes a formal request for a one-time \$10,000.00 payment as in previous years; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Canandaigua hereby approves the proposed agreement and authorizes the Town Manager to take any and all necessary steps to execute said agreement and to authorize the payment of the \$10,000.00 to the Ontario County Historical Society to be paid from budget line AA.100.7450.410.00000.

Attachment 11

**RESOLUTION NO.2023 - 318: ACCEPTING PROPOSAL ONANDA PARK REPLACEMENT FISHING DOCK AND AUTHORIZING TOWN MANAGER TO EXECUTE DOCUMENTS**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has budgeted for the purchase of a replacement fishing dock at Onanda Park in the adopted budget line AA100.7110.200; and

**WHEREAS**, the Town Clerk released a RFP on October 13, 2023 that was advertised on NYS Contract Reporter and on the Town's website; and

**WHEREAS**, the RFP allowed companies to submit proposals for either a fixed or a floating dock to replace the current fishing dock at Onanda Park; and

**WHEREAS**, the Town Clerk received three bids by November 13, 2023 that covers all the specifications requested from the RFP; and

**WHEREAS**, after reviewing the proposal the Parks Coordinator is recommending Martin's Custom Tidesides as the vendor to supply the replacement fishing dock for Onanda Park; and

**NOW THEREFORE, BE IT RESOLVED**, the Town Board hereby accepts the proposal from Martin's Custom Tidesides for the purchase of a replacement fishing dock at a cost not to exceed \$52,800.00 to be paid from budget line AA100.7110.200.00000 and authorizes the Town Manager to execute any and all documents associated with the proposal; and

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

Attachment 12

**RESOLUTION NO. 2023 - 319: THE TOWN OF CANANDAIGUA RICHARD P. OUTHOUSE MEMORIAL PARK RESTORATION PROJECT - SEQR TYPE II ACTION**

**WHEREAS**, the Town of Canandaigua Town Board (hereinafter referred to as Town Board) is considering a project that involves restoration improvements to damaged buildings and park amenities at Richard P. Outhouse Park caused by the severe flooding that occurred in Canandaigua, NY on July 9, 2023. Improvements include building repairs, restoration of the pirate ship playground, landscaping throughout the park including tree maintenance and restoration, bocce ball court repairs, picnic table repairs and replacements, basketball court repairs, bench repairs and replacements, walking path restoration, and mulch replacement. Building 300 improvements involve repairing and restoring the restrooms including drywall replacement and installation insulation replacement, fixtures, doors, woodwork, and water fountain repairs. Improvements to the Pirate Ship Playground include restoration of damaged equipment, cleaning, and replacement of the rubber mulch; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Town Board does hereby classify the above referenced Action to be a Type II Action under Section 617.5 (c) of the State Environmental Quality Review (SEQR) Regulations including:

Section 617.5(c) 1: Maintenance or repair involving no substantial changes in an existing structure or facility

Section 617.5(c) 2: Replacement, rehabilitation, or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes

Section 617.5(c) 8: Maintenance of existing landscaping or natural growth; and

**BE IT FURTHER RESOLVED THAT**, Type II Actions are not subject to further review under Part 617 of the SEQR Regulations; and

**BE IT FINALLY RESOLVED THAT**, the Town Board in making this classification has satisfied the procedural requirements under SEQR and directs this Resolution to be placed in the file on this Action.

Attachment 13

**RESOLUTION NO. 2023 – 320: THE TOWN OF CANANDAIGUA ROADS AND HIGHWAYS PROJECT - SEQR TYPE II ACTION**

**WHEREAS**, the Town of Canandaigua Town Board (hereinafter referred to as Town Board) is considering a project that involves improvements to damaged roads and highways caused by the severe flooding that occurred in Canandaigua, NY on July 9, 2023. Improvements include shoulder repairs, road base repairs, culvert repairs, debris clean up; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Town Board does hereby classify the above referenced Action to be a Type II Action under Section 617.5 (c) of the State Environmental Quality Review (SEQR) Regulations including:

Section 617.5(c) 1: Maintenance or repair involving no substantial changes in an existing structure or facility

Section 617.5(c) 2: Replacement, rehabilitation, or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes

Section 617.5(c) 5: Repaving of existing highways not involving the addition of new travel lanes

Section 617.5(c) 8: Maintenance of existing landscaping or natural growth; and

**BE IT FURTHER RESOLVED THAT**, Type II Actions are not subject to further review under Part 617 of the SEQR Regulations; and

**BE IT FINALLY RESOLVED THAT**, the Town Board in making this classification has satisfied the procedural requirements under SEQR and directs this Resolution to be placed in the file on this Action.

Attachment 14

**RESOLUTION NO. 2023 - 321: THE TOWN OF CANANDAIGUA STORMWATER FACILITIES IMPROVEMENTS PROJECT - SEQR TYPE II ACTION**

**WHEREAS**, the Town of Canandaigua Town Board (hereinafter referred to as Town Board) is considering a project that involves repairs to Town of Canandaigua Stormwater Facilities that were affected by the heavy rainfall and flooding on July 9, 2023. Improvements proposed include Deuel Road Facility repairs to damaged inlet and outlet, forebay full of sediment, and water that was redirected around the facility. It also includes repairs to damaged berms and control structures. 5&20/Sauder Facility improvements include repairing damaged berms. County Road 30 Facility improvements involve repairing the diversion weir that was damaged. Outhouse Facility improvements include repairing weir structure and stabilizing pond slopes.; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Town Board does hereby classify the above referenced Action to be a Type II Action under Section 617.5 (c) of the State Environmental Quality Review (SEQR) Regulations including:

Section 617.5(c) 1: Maintenance or repair involving no substantial changes in an existing structure or facility

Section 617.5(c) 2: Replacement, rehabilitation, or reconstruction of a structure of facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes

Section 617.5(c) 8: Maintenance of existing landscaping or natural growth; and

**BE IT FURTHER RESOLVED THAT**, Type II Actions are not subject to further review under Part 617 of the SEQR Regulations; and

**BE IT FINALLY RESOLVED THAT**, the Town Board in making this classification has satisfied the procedural requirements under SEQR and directs this Resolution to be placed in the file on this Action.

Attachment 15

Approval of the following Town Board Meeting Minutes:

Town Board Special Meeting Minutes November 20, 2023

➤ 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 11/29/2023 totaling \$ 10,706.03

General Fund                      \$ 7,272.02

Water Districts                      \$ 3,434.01

Town Board Abstract dated 12/18/2023 totaling \$ 350,809.64

General Fund                      \$ 104,201.03

Highway Fund                      \$ 171,418.18

Capital Projects                      \$ 52,279.10

Lighting Districts                      \$ 1,333.33

Water Districts                      \$ 21,578.00

➤ Other Business

➤ Privilege of the Floor

➤ Executive Session, as requested

➤ Adjournment

# ATTACHMENT 1

Reports  
of  
Officials &  
Department Heads

## Assessor's Report December 18, 2023

The Assessor's Office is generally pretty quiet this time of year, but we have been steadily busy. Our last SCAR (Small Claims for Assessment Review) Hearing was held on November 15, 2023. In total, we had 8 SCAR Hearings.

Sales in the Town of Canandaigua have been steady, with the majority selling above their assessed value. Attached, are sales from March 1, 2023 through November 15, 2023.

Our office is gearing up for Exemption season. We have had several phone calls since the School Tax bills were sent out. Senior Exemption and Agricultural Assessment Exemption Renewals have been sent out for the 2024 Roll. The due date for those to be back to our office is March 1, 2024. On January 30, 2024, we will be sending out the state mandated Second Notice for the Senior Exemption. We will be sending out pink postcards to age eligible residents.

Respectfully submitted,

Michelle Rowlinson & Heather Robson

March 2024 Roll

Sale Price

Assessed Value

1st Half March

360,000	359,000
265,000	217,000
72,500	18,700 3 acres
120,000	18,700 & 18,700 two 3 acre parcels
72,500	18,700 3 acres
200,000	266,200
140,000	131,000
470,000	417,000
990,000	319,900

2nd Half March

2,400,000	1,575,000
365,000	249,000
1,400,000	950,000
455,000	380,200
225,000	255,000

April 2024 Roll

Sale Price

Assessed Value

1st Half April

340,000	312,000
925,000	727,000
305,000	325,000
245,000	275,000
465,000	485,000
60,000	55,000 vacant 5 acres
370,000	304,000
336,000	284,000

2nd half April

400,000	349,800
840,000	730,000
252,000	78,600
620,000	452,000

## May Sales 2024 Roll

Sale Price	Assessed Value
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1st half of May	
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\$575,000	\$568,000
306,000	270,000
285,000	215,300
2,300,000	1,173,300 commercial
175,000	137,500
1,200,000	994,000
190,100	230,000
95,000	143,000

2nd half May	
--------------	--

362,500	279,200
489,900	463,100
525,000	446,400
445,500	355,000
328,500	288,000
490,000	412,200

June Sales 2024 Roll

Sale Price

Assessed Value

1st Half

317,500	337,000
925,000	757,400
1,969,500	1,800,000
335,000	309,500
264,000	229,800

2nd Half

369,900	303,000
485,000	550,000
100,000	129,000
400,000	424,000
567,000	377,000

July Sales 2024 Roll

Sale Price

Assessed Value

1st half

\$435,000	471,000
369,900	335,500
82,500	69,900 .48 acres vacant
757,777	735,000
215,000	169,000
457,900	358,200

2nd Half

168,900	155,000
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## August Sales 2024 Roll

Sale Price

Assessed Value

1st half

212,000	142,000
650,000	567,000
393,000	281,000
427,500	413,000

2nd half

345,000	263,000
510,000	352,200
490,000	447,900
340,000	435,800
75,000	39,800 vacant land 23.2 acres
160,000	191,000
430,000	429,000
479,900	407,300
340,000	307,000
355,000	300,000
237,000	80,400 vacant land 25.6 acres
304,000	201,700
5,700,000	4,135,000

## September 2024 Roll

Sale Price	Assessed Value	
1st half		
220,000	343,000	
50,000	65,300	4.9 vacant acres
250,000	194,000	
207,500	259,200	
430,000	390,000	
425,000	352,400	
2nd half		
2,450,000	1,636,000	
415,000	288,000	
436,000	299,000	
194,500	135,000	
85,000	33,200	3.3 vacant acres
305,000	182,000	
120,000	120,000	

October 2024 Roll

Sale Price

Assessed Value

1st half

192,610	152,000
195,000	123,700
302,500	234,600
208,000	182,000
310,000	230,000
282,000	449,000
435,000	398,000
1,350,000	698,000
310,000	364,000
120,000	106,300

2nd half

125,000	170,000
243,350	268,000
240,000	226,000
602,500	365,000
65,000	20,000
490,000	458,500
562,000	552,000
505,000	337,000
405,000	284,700
585,000	505,700

## November 2024 Roll

Sale Price

Assessed Value

1st half

575,000	335,000
410,000	143,900
1,150,000	1,005,000
185,000	171,100
495,000	506,000
412,500	368,400
35,000	15,400
675,500	454,000
370,000	210,000

2nd half

Have not received sales from 2nd half of November

## **Town Clerk Report for the December 18, 2023, Town Board Meeting**

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of November 2023 totaled \$32,539.91 (see attached).
  
2. **Resolutions:**
  - A. Road Dedication, Fox Rdge 5B-3- LaCrosse Circle
  - B. Appointment of First Deputy Clerk, Heather Cross
  - C. Jean Chrisman Resignation
  - D. Appointment of Interim Town Clerk, Crystelyn Laske
  - E. Annual AOT Business Meeting Delegate
  - F. Acceptance of Street Light Escrow Check, Lakewood Meadows Subdivision 9D
  - G. Establishing Standard workday for hired/appointed positions- Retirement Purposes
  - H. SEQR II Action approvals
    - a. TOC Roads and Highways Improvement Project
    - b. TOC Richard P Outhouse Facilities Improvement Project
    - c. TOC Stormwater Facilities Improvement Project

Please let me know if you have any questions.

Submitted by,

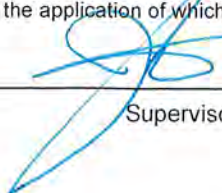
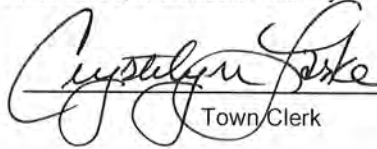
Crystelyn Laske  
Deputy Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
		Building Fee	1	50.00
		<b>Sub-Total:</b>		<b>\$50.00</b>
A.1255	Officiant License	One-Day Officiant License	1	25.00
		<b>Sub-Total:</b>		<b>\$25.00</b>
A1255	Marriage Lic.	Marriage License Fees	5	87.50
		<b>Sub-Total:</b>		<b>\$87.50</b>
AA.100.2001	Park and Recreation	Key Deposit	1	25.00
		<b>Sub-Total:</b>		<b>\$25.00</b>
AA100..2001	Cabins / Halls / Paviliions	Onanda Halls/Lodging	3	600.00
		<b>Sub-Total:</b>		<b>\$600.00</b>
AA100.0380	AR Charge Back Billing	AR Charge Back Billing	1	230.00
		<b>Sub-Total:</b>		<b>\$230.00</b>
AA100.1255	Conservation	Conservation	15	50.78
	Misc. Fees	Copies	3	0.75
		Marriage Cert	10	100.00
		<b>Sub-Total:</b>		<b>\$151.53</b>
AA100.1603	Misc. Fees	Birth Cert	1	10.00
		Death Cert	38	380.00
		<b>Sub-Total:</b>		<b>\$390.00</b>
AA100.2001	BYS Fee	BYS Fee	13	65.00
	Cart Fee	CC Cart Fee	24	1.20
	Credit Card Processing Fee	Credit Card Processing Fee	26	104.37
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	4	1,790.00
	Onanda Park Pavilion	Onanda Park Pavilions	1	75.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	11	1,400.00
	Reservation Fee (Firefly)	Reservation Fee (Firefly)	2	7.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekday	4	130.00
		WL Schoolhouse Weekend	8	420.00
		<b>Sub-Total:</b>		<b>\$3,992.57</b>
AA100.2110	Plan & Zone	Zoning Fee	36	6,800.00
	Shrot-Term Rental Registration	Short-Term Rental Registration	5	4,500.00
		<b>Sub-Total:</b>		<b>\$11,300.00</b>
AA100.2120	Plan & Zone	Soil Erosion	1	150.00
		<b>Sub-Total:</b>		<b>\$150.00</b>
AA100.2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	47	893.00
		Female, Unspayed	7	189.00
		Male, Neutered	38	722.00
		Male, Unneutered	5	135.00
	Late Fees	Late Fees	19	95.00

Account#	Account Description	Fee Description	Qty	Local Share
			<b>Sub-Total:</b>	<b>\$2,034.00</b>
AA100.2590	Building Fee	Building Fee	32	2,645.80
	Plan & Zone	Site Development	1	250.00
			<b>Sub-Total:</b>	<b>\$2,895.80</b>
AA100.2591	Misc. Fees	Transfer Coupons	1095	2,190.00
			<b>Sub-Total:</b>	<b>\$2,190.00</b>
SW500.2140	Rents Payments	Rents Payments	12	2,990.34
			<b>Sub-Total:</b>	<b>\$2,990.34</b>
SW500.2142	Water Sales	Water Sales	2	267.00
			<b>Sub-Total:</b>	<b>\$267.00</b>
SW500.2144	Service Hookups	Service Hookups	2	3,415.00
			<b>Sub-Total:</b>	<b>\$3,415.00</b>
SW500.2148	Penalty	Penalty	2	82.95
			<b>Sub-Total:</b>	<b>\$82.95</b>
			<b>Total Local Shares Remitted:</b>	<b>\$30,876.69</b>
Amount paid to: NYS Ag. & Markets for spay/neuter program				121.00
Amount paid to: NYS Environmental Conservation				1,452.22
Amount paid to: State Health Dept. For Marriage Licenses				90.00
<b>Total State, County &amp; Local Revenues:</b>		<b>\$32,539.91</b>	<b>Total Non-Local Revenues:</b>	<b>\$1,663.22</b>

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, Crystelyn Laske, 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.

		12-7-2023
Supervisor	Town Clerk	Date

NYS DOH Marriage	Ck # 1036	\$90.00	
NYS Ag Markets (dog)	Ck # 1035	\$121.00	
NYS DEC (decals)	EFT	\$1,452.22	
Pymt To Town Park & Rec Fees	Ck # N/A	\$0.00	
Original Pymt To Town		\$30,876.69	
Infintech Merch BankCard (Credit Card Charges)		-\$117.57	Automatically W/D from TC Ckg Act (11/7/2023)
Merchant Solutions (Book your Site)		-\$16.85	Automatically W/D from TC Chkg Act (11/13/2023)
Total W/drawals from TC Ckg Act		-\$134.42	
Pymt to Town Receipts	Ck # 1037	\$30,742.27	
<b>Total of Checks Written/Transfer:</b>		<b>\$32,539.91</b>	



## DEVELOPMENT & PLANNING OFFICE REPORT

NOVEMBER 2023

### PDR Monitoring Visit

The annual monitoring report for the agricultural conservation easement that the Town holds on the Purdy farm on Sand Hill Road is enclosed (this is one of the PDRs). No major changes observed on the property.

### Planning, Zoning, and Building Permit Applications

	November	Year-to-Date
New Planning/Zoning Applications submitted*	10	125
Building Permits issued	39	391

### Short Term Rentals

	November	Year-to-Date
Permits Issued	5	41
Permit Fees Collected	\$4,500	\$19,909.67

### Form Based Code Training Workshop in January

I have been in contact with Kimberly Baptiste of Colliers Engineering (formerly Bergmann Associates). We are planning a Form Based Code workshop for all Town Boards (Town Board, Planning Board and the Zoning Board of Appeals) and staff for mid January. We are seeing quite a few new applications in the Uptown Form Based Code district. It will be helpful for all of our decision making boards to understand how we came to have the Form Based Code, what its purpose or intent is, and how to interpret and use it. I will provide details as soon as I have them. Here is a [link to our Form Based Code](#).

Please reach out with any questions about any of the content in this report. As always, thank you for your support.

**Sarah Reynolds**  
Town Planner



Year:

## Easement Monitoring Report

Name of Landowner:

Address:

Phone:

Email:

Location of property, if other than mailing address.

Is this a new landowner?  Year easement established:  Acreage:

### Visit Details

Date of visit:

Hours spent monitoring:

Monitor name:

Monitor signature: 

### Pre-Visit Research

Did monitor(s) review easement terms and history?

If "no," please explain:

Did monitor(s) contact landowner prior to monitoring visit?

If "no," please explain:

### Monitoring Visit Accomplishments

Met with landowner?

Walked developed area?

Walked boundaries?

Are boundaries well marked?

If "no," please note which boundaries need marking:

The majority of the property is visible from the road that bisects the property so much of this visit was done from the vehicle with some on foot. Most of the acreage is farmed and the visit was done after the harvest so visibility to the rear of the property boundaries is fairly clear.

Walked trails & woods roads?

Walked interior of property?

Monitored property from air?

Walked road frontage?

### Landowner Issues

List any positive or negative issues that you discussed with the landowner (or which you feel should be raised with the landowner).

None.

Do you have any reasons to believe that there has or will be a change in ownership?

If "yes," please explain:

I would anticipate a change in ownership at some point but there are no immediate plans by the landowner to sell the property.

### Wildlife Sightings or Other Observations

**Additional Documents** - Have you attached any of the following? If so, please reference them here.

- ☐ Additional pages
- ☐ Maps or map annotations
- ☒ Photographs

### Additional Comments/Recommendations

A full property tour may be helpful in the next year or two or prior to any anticipated changes, as a repeat of the initial BDR tour in 2021.



Summary Statement

November 30, 2023

Page 1 of 15

Investor ID: NY-01-1004

0000584-0005310 PDF 594082

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

NYCLASS

NYCLASS		Average Monthly Yield: 5.2934%						
		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	520,201.66	0.00	0.00	2,268.24	22,690.43	521,405.29	522,469.90
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	1,017,776.35	0.00	0.00	4,437.79	40,927.71	1,020,131.22	1,022,214.14
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	824,288.73	0.00	0.00	3,594.13	35,954.14	826,195.92	827,882.86
NY-01-1004-0004	PARKS FUND (CM100/CR)	344,973.33	0.00	0.00	1,504.18	15,047.20	345,771.51	346,477.51
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	329,348.38	0.00	0.00	1,436.04	14,365.58	330,110.40	330,784.42
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	352,255.57	0.00	0.00	1,535.94	15,364.81	353,070.60	353,791.51



## Summary Statement

November 30, 2023

Page 2 of 15

Investor ID: NY-01-1004

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)	216,894.84	0.00	0.00	945.74	9,460.62	217,396.69	217,840.58
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	216,614.33	0.00	0.00	944.49	9,448.37	217,115.52	217,558.82
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	48,562.46	0.00	0.00	211.72	2,118.13	48,674.80	48,774.18
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	196,365.31	0.00	0.00	856.24	8,565.18	196,819.66	197,221.55
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	227,615.97	0.00	0.00	992.46	9,928.22	228,142.61	228,608.43
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	846,235.66	0.00	0.00	3,689.82	36,911.39	848,193.63	849,925.48
<b>TOTAL</b>		<b>5,141,132.59</b>	<b>0.00</b>	<b>0.00</b>	<b>22,416.79</b>	<b>220,781.78</b>	<b>5,153,027.85</b>	<b>5,163,549.38</b>



## Account Statement

November 30, 2023

Page 3 of 15

Account Number: NY-01-1004-0001

### INVESTMENTS

#### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	520,201.66	0.00	0.00	2,268.24	22,690.43	521,405.29	522,469.90

#### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			520,201.66	
11/30/2023	Income Dividend Reinvestment	2,268.24			
11/30/2023	Ending Balance			522,469.90	

## CONT. TAX RESERVE (AA231)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	1,017,776.35	0.00	0.00	4,437.79	40,927.71	1,020,131.22	1,022,214.14

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			1,017,776.35	
11/30/2023	Income Dividend Reinvestment	4,437.79			
11/30/2023	Ending Balance			1,022,214.14	



## Account Statement

November 30, 2023

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Account Number: NY-01-1004-0003

### OPEN SPACE RESERVE (AA234)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	824,288.73	0.00	0.00	3,594.13	35,954.14	826,195.92	827,882.86

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			824,288.73	
11/30/2023	Income Dividend Reinvestment	3,594.13			
11/30/2023	Ending Balance			827,882.86	



## Account Statement

November 30, 2023

Page 6 of 15

Account Number: NY-01-1004-0004

### PARKS FUND (CM100/CR)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	344,973.33	0.00	0.00	1,504.18	15,047.20	345,771.51	346,477.51

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			344,973.33	
11/30/2023	Income Dividend Reinvestment	1,504.18			
11/30/2023	Ending Balance			346,477.51	



## Account Statement

November 30, 2023

Page 7 of 15

Account Number: NY-01-1004-0005

### HWY EQUIP RESERVE (DA230)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	329,348.38	0.00	0.00	1,436.04	14,365.58	330,110.40	330,784.42

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			329,348.38	
11/30/2023	Income Dividend Reinvestment	1,436.04			
11/30/2023	Ending Balance			330,784.42	



## Account Statement

November 30, 2023

Page 8 of 15

Account Number: NY-01-1004-0006

### HWY IMPROV RESERVE (DA232)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	352,255.57	0.00	0.00	1,535.94	15,364.81	353,070.60	353,791.51

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			352,255.57	
11/30/2023	Income Dividend Reinvestment	1,535.94			
11/30/2023	Ending Balance			353,791.51	

## HWY SNOW RD REPAIR RESERVE (DA235)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	216,894.84	0.00	0.00	945.74	9,460.62	217,396.69	217,840.58

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			216,894.84	
11/30/2023	Income Dividend Reinvestment	945.74			
11/30/2023	Ending Balance			217,840.58	



## Account Statement

November 30, 2023

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Account Number: NY-01-1004-0008

### REPAIR RESERVE FUND (AA232)

#### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	216,614.33	0.00	0.00	944.49	9,448.37	217,115.52	217,558.82

#### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			216,614.33	
11/30/2023	Income Dividend Reinvestment	944.49			
11/30/2023	Ending Balance			217,558.82	

## TECHNOLOGY RESERVE FUND (AA233)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	48,562.46	0.00	0.00	211.72	2,118.13	48,674.80	48,774.18

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			48,562.46	
11/30/2023	Income Dividend Reinvestment	211.72			
11/30/2023	Ending Balance			48,774.18	



## Account Statement

November 30, 2023

Page 12 of 15

Account Number: NY-01-1004-0010

### NYS EMP SYST RESERVE (AA235)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	196,365.31	0.00	0.00	856.24	8,565.18	196,819.66	197,221.55

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			196,365.31	
11/30/2023	Income Dividend Reinvestment	856.24			
11/30/2023	Ending Balance			197,221.55	

## BONDED INDEBTEDNESS RESERVE (AA237)

### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	227,615.97	0.00	0.00	992.46	9,928.22	228,142.61	228,608.43

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			227,615.97	
11/30/2023	Income Dividend Reinvestment	992.46			
11/30/2023	Ending Balance			228,608.43	



## Account Statement

November 30, 2023

Page 14 of 15

Account Number: NY-01-1004-0012

### SOLID WASTE MGMT RESERVE (AA238)

#### Account Summary

Average Monthly Yield: 5.2934%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	846,235.66	0.00	0.00	3,689.82	36,911.39	848,193.63	849,925.48

#### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			846,235.66	
11/30/2023	Income Dividend Reinvestment	3,689.82			
11/30/2023	Ending Balance			849,925.48	

## NYCLASS

### NYCLASS

Date	Dividend Rate	Daily Yield
11/01/2023	0.000144993	5.2922%
11/02/2023	0.000145221	5.3006%
11/03/2023	0.000435282	5.2959%
11/04/2023	0.000000000	5.2959%
11/05/2023	0.000000000	5.2959%
11/06/2023	0.000145156	5.2914%
11/07/2023	0.000144995	5.2923%
11/08/2023	0.000145122	5.2970%
11/09/2023	0.000144847	5.2869%
11/10/2023	0.000434787	5.2899%
11/11/2023	0.000000000	5.2899%
11/12/2023	0.000000000	5.2899%
11/13/2023	0.000144828	5.2862%
11/14/2023	0.000144754	5.2835%
11/15/2023	0.000144726	5.2826%
11/16/2023	0.000144755	5.2835%
11/17/2023	0.000434808	5.2902%
11/18/2023	0.000000000	5.2902%
11/19/2023	0.000000000	5.2902%
11/20/2023	0.000145084	5.2956%
11/21/2023	0.000145205	5.3000%
11/22/2023	0.000290598	5.3034%
11/23/2023	0.000000000	5.3034%
11/24/2023	0.000435375	5.2971%
11/25/2023	0.000000000	5.2971%
11/26/2023	0.000000000	5.2971%
11/27/2023	0.000145285	5.2945%
11/28/2023	0.000145290	5.2947%
11/29/2023	0.000145194	5.2996%
11/30/2023	0.000145087	5.2957%

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.**

# Investment Authorization

This authorization form is in keeping with the Town Board's Investment Policy adopted by the Town Board of the Town of Canandaigua annually at their Organizational Meeting, in keeping with Article XIV. Process for Investments, and shall be authorized by two of the following people holding the positions of: Town Supervisor, Chair of the Finance Committee, Town Clerk, Town Manager or Finance Clerk.

To: Town of Canandaigua Town Board  
Authorized Banks of the Town of Canandaigua  
(Canandaigua National Bank, Lyons National Bank, or NYCLASS)

The following individuals do hereby authorize the investment of \$3,133,183.60 (CD#2 3404)

☒ For a term of 30 days at a rate of 5.26% interest at CNB.  
Issue date: 11/06/23      Maturity Date: 12/06/23

☐ Into a NYCLASS investment account.

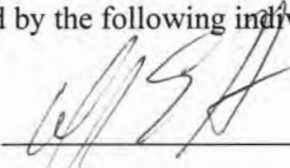
The funds being invested are made up of monies from the following funds:

General Fund AA100.0241.00000 - \$2,074,205.28

Highway DA100.0241.00000 - \$529,489.16

CDGA Cons. WD SW500.0241.00000 - \$529,489.16

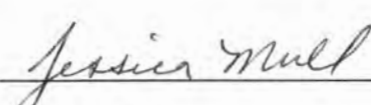
Authorized by the following individuals (2 required):

Signature: 

Name: Doug Finch

Title: Town Manager

Date: 11/06/2023

Signature: 

Name: Jessica Mull

Title: Finance Clerk

Date: 11/06/2023

# The Canandaigua National Bank and Trust Company

## Certificate of Deposit Account

**Municipal  
Account  
\$100,000 and over  
Account Receipt and  
Disclosure**

This account is non-negotiable and non-transferable

Member  
FDIC

**Account Number 3404**

**Customer Name and Address**

**Town of Canandaigua  
5440 State Route 5 And 20  
Canandaigua, NY 14424-9327**

**Issue Date  
11-06-2023**

**Term  
30 Days**

**Amount \$3,133,183.60**

**Interest Payment  
At Maturity**

**Mailing Address**

**5440 State Route 5 And 20  
Canandaigua NY 14424-9327**

**Interest Payment Method  
Simple**

**Renewal Option  
Non-Renewable**

**Form of Ownership  
Municipal**

**Tax I.D. No. 2197**

**By: Mary Kay Bashaw**

**(Bank Representative)**

### Rate Information

The interest rate for your certificate is **5.260** with an annual percentage yield of **5.33**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **12-06-2023**. Interest will be paid at maturity.

### Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

### Minimum Balance Requirements

You must deposit a minimum of \$100,000 to open this account, and you must maintain a minimum balance of \$100,000 in the account every day to obtain the annual percentage yield.

### Early Withdrawal Penalties

We will impose a penalty if you withdraw all or any portion of the principal before the maturity date. For accounts twelve (12) months or less, the fee imposed will equal three (3) months of interest. For accounts over twelve months, the fee imposed will equal six (6) months of interest. We have the right to invade the principal amount if the penalty assessed is greater than the accrued interest.

### Transaction Limits

After you open this account, you may not make any additional deposits into or partial withdrawals from the account until the maturity date.

### Renewal Policies

Non-automatically Renewable: This account will not automatically renew at maturity. The funds will be remitted in a non-interest bearing time deposit account upon the maturity date.

### Accrual of Interest on Non-cash Deposits

Interest begins to accrue on the business day you deposit non-cash items (for example, checks).



# TRAFFIC REPORT



During the Month of November 2023, Deputies continued to work the Enhanced Law Enforcement traffic patrol in the Town of Canandaigua. During this time, Deputies worked a total of 20 hours conducting traffic operations. Combined, they initiated 30 traffic stops and issued 20 citations consisting of the following:

State Route 332 - 16 citations

- 1 Disobey traffic device
- 6 speed in zone
- 1 no muffler
- 1 illegal tint

State Route 21 - 2 citation

- 2 speed in zone

State Route 364 - 4 citations

- 1 uninspected vehicle
- 2 speed in zone
- 1 no plate

State Route 5 - 1 citation

- 1 speed over 55

County Road 16 - 2 citations

- 1 speed in zone
- 1 no plate

County Road 30 - 2 citations

- 1 no plate
- 1 illegal tint

State Route 21 - 3 citations

- 1 disobey traffic device
- 1 illegal tint
- 1 dirty plate

Butler Road - 2 citations

- 1 failed to change address
- 1 speed in zone

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

Respectfully,

Sergeant Dana Egburton



Town of Canandaigua , NY

# Budget Report-JM

## Account Summary

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: AA100 - GENERAL FUND</b>							
<b>Revenue</b>							
<a href="#">AA100.1001.00000</a>	REAL PROPERTY TAXES	575,000.00	575,000.00	0.00	575,000.00	0.00	0.00 %
<a href="#">AA100.1030.00000</a>	SPECIAL ASSESSMENT/PILOT	25,808.00	25,808.00	0.00	24,225.38	-1,582.62	6.13 %
<a href="#">AA100.1090.00000</a>	PENALTY ON TAXES	11,000.00	11,000.00	0.00	19,765.15	8,765.15	179.68 %
<a href="#">AA100.1120.00000</a>	NON PROPERTY SALES TAX	2,775,000.00	2,775,000.00	0.00	2,097,114.73	-677,885.27	24.43 %
<a href="#">AA100.1170.00000</a>	CABLE TV FRANCHISE FEES	85,000.00	85,000.00	0.00	93,753.58	8,753.58	110.30 %
<a href="#">AA100.1255.00000</a>	TOWN CLERK FEES	3,000.00	3,000.00	392.02	3,266.07	266.07	108.87 %
<a href="#">AA100.1603.00000</a>	VITAL STATISTICS FEE	4,070.00	4,070.00	190.00	4,090.00	20.00	100.49 %
<a href="#">AA100.2001.00000</a>	PARK & RECREATION FEES	140,000.00	140,000.00	15,283.43	120,967.88	-19,032.12	13.59 %
<a href="#">AA100.2001.10000</a>	PARK & REC FEES.FBC	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
<a href="#">AA100.2110.00000</a>	ZONING FEES	45,000.00	45,000.00	8,950.00	42,359.67	-2,640.33	5.87 %
<a href="#">AA100.2120.00000</a>	SOIL EROSION CONTROL	6,000.00	6,000.00	450.00	4,950.00	-1,050.00	17.50 %
<a href="#">AA100.2148.00000</a>	RETURNED CHECK FEE	40.00	40.00	20.00	260.00	220.00	650.00 %
<a href="#">AA100.2192.00000</a>	CEMETERY SERVICES	350.00	350.00	0.00	500.00	150.00	142.86 %
<a href="#">AA100.2302.00000</a>	SERVICES/OTHER GOVERNMENTS	25,000.00	25,000.00	0.00	28,000.00	3,000.00	112.00 %
<a href="#">AA100.2401.00000</a>	INTEREST & EARNINGS	3,500.00	3,500.00	11,671.95	185,347.29	181,847.29	5,295.64 %
<a href="#">AA100.2410.00000</a>	RENTAL OF REAL PROPERTY	16,360.00	16,360.00	1,350.00	16,680.00	320.00	101.96 %
<a href="#">AA100.2544.00000</a>	DOG LICENSES	30,000.00	30,000.00	2,153.00	21,693.00	-8,307.00	27.69 %
<a href="#">AA100.2590.00000</a>	SITE DEVELOPMENT FEES	75,000.00	75,000.00	17,713.50	87,779.90	12,779.90	117.04 %
<a href="#">AA100.2591.00000</a>	TRANSFER STATION FEES	25,000.00	25,000.00	2,388.00	19,677.00	-5,323.00	21.29 %
<a href="#">AA100.2610.00000</a>	FINES & FORFEITED BAIL	105,000.00	105,000.00	15,889.80	96,485.40	-8,514.60	8.11 %
<a href="#">AA100.2651.00000</a>	RECYCLING REVENUE	15,000.00	15,000.00	758.48	17,725.00	2,725.00	118.17 %
<a href="#">AA100.2665.00000</a>	SALE OF EQUIPMENT	1.00	1.00	9,175.00	9,175.00	9,174.00	17,500.00 %
<a href="#">AA100.2680.00000</a>	INSURANCE RECOVERIES	0.00	0.00	0.00	7,856.87	7,856.87	0.00 %
<a href="#">AA100.2701.00000</a>	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	1,517.67	1,517.67	0.00 %
<a href="#">AA100.2705.00000</a>	GIFTS & DONATIONS	1,000.00	1,000.00	400.00	2,226.70	1,226.70	222.67 %
<a href="#">AA100.2750.00000</a>	AIM-RELATED PAYMENTS	0.00	0.00	0.00	28,151.00	28,151.00	0.00 %
<a href="#">AA100.2770.00000</a>	MISCELLANEOUS INCOME	0.00	0.00	0.00	63.37	63.37	0.00 %
<a href="#">AA100.3005.00000</a>	ONTARIO CO MORTGAGE TAX	300,000.00	300,000.00	0.00	143,120.92	-156,879.08	52.29 %
<a href="#">AA100.3040.00000</a>	NYS AID TAX/ASSESSMENTS	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
<a href="#">AA100.3089.00000</a>	ST AID.OTHER	0.00	0.00	0.00	6,307.49	6,307.49	0.00 %
<a href="#">AA100.3092.00000</a>	ST AID.PLANNING STUDIES	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
<a href="#">AA100.4089.00000</a>	FEDERAL AID, OTHER	0.00	0.00	0.00	1,080,158.00	1,080,158.00	0.00 %
<a href="#">AA100.5031.00000</a>	INTERFUND TRANSFERS	38,000.00	38,000.00	0.00	0.00	-38,000.00	100.00 %
<a href="#">AA100.5031.0000R</a>	TRANSFER FROM RESERVE	0.00	0.00	305,000.00	305,000.00	305,000.00	0.00 %
<a href="#">AA100.5031.000CM</a>	INTERFUND TRANSFERS.PARK FUND	85,001.00	85,001.00	0.00	0.00	-85,001.00	100.00 %
<a href="#">AA100.9000.00000</a>	APPROPRIATED FUND BALANCE FOR..	657,927.00	3,163,721.00	323,000.00	2,399,595.00	-764,126.00	24.15 %
<b>Revenue Total:</b>		<b>5,114,057.00</b>	<b>7,619,851.00</b>	<b>714,785.18</b>	<b>7,442,812.07</b>	<b>-177,038.93</b>	<b>2.32 %</b>
<b>Expense</b>							
<a href="#">AA100.1010.110.00000</a>	TOWN BOARD.ELECTED	22,128.00	22,128.00	2,553.24	20,425.92	1,702.08	7.69 %
<a href="#">AA100.1010.400.00000</a>	TOWN BOARD.CONTRACTUAL	2,500.00	2,500.00	0.00	1,529.58	970.42	38.82 %
<a href="#">AA100.1110.110.00000</a>	JUSTICES.ELECTED	55,552.00	55,552.00	6,409.80	51,278.40	4,273.60	7.69 %
<a href="#">AA100.1110.120.00000</a>	JUSTICES.COURT CLERK, FT	60,999.00	60,999.00	7,038.00	56,304.00	4,695.00	7.70 %
<a href="#">AA100.1110.130.00000</a>	JUSTICES.COURT CLERK, PT	1,000.00	1,000.00	57.99	357.60	642.40	64.24 %
<a href="#">AA100.1110.140.00000</a>	JUSTICES.COURT CLERK, PT	29,120.00	29,120.00	2,750.00	13,820.00	15,300.00	52.54 %
<a href="#">AA100.1110.200.00000</a>	JUSTICES.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.1110.400.00000</a>	JUSTICES.CONTRACTUAL	8,150.00	8,150.00	299.00	5,329.38	2,820.62	34.61 %
<a href="#">AA100.1110.401.00000</a>	JUSTICES..CONTR.COURTSECURITY	13,000.00	13,000.00	2,512.57	8,710.70	4,289.30	32.99 %
<a href="#">AA100.1220.110.00000</a>	SUPERVISOR.ELECTED	21,861.00	21,861.00	2,522.40	20,179.20	1,681.80	7.69 %
<a href="#">AA100.1220.120.00000</a>	SUPERVISOR.DEPUTY SUPERVISOR	2,000.00	2,000.00	230.76	1,769.16	230.84	11.54 %
<a href="#">AA100.1220.142.00000</a>	SUPERVISOR.CONFIDENTIAL SECRE...	1.00	1.00	0.00	0.00	1.00	100.00 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">AA100.1220.400.00000</a>	SUPERVISOR.CONTRACTUAL	2,500.00	2,660.00	0.00	2,061.50	598.50	22.50 %
<a href="#">AA100.1230.100.00000</a>	TOWN MANAGER.PERSONAL SERVI...	136,592.00	136,592.00	15,760.59	126,084.72	10,507.28	7.69 %
<a href="#">AA100.1230.120.00000</a>	TOWN MGR.ADMINISTRATIVE AIDE...	37,856.00	43,856.00	6,346.17	39,201.51	4,654.49	10.61 %
<a href="#">AA100.1230.144.00000</a>	TOWN MGR. CLERK FINANCE P/T	42,500.00	42,500.00	594.95	11,760.45	30,739.55	72.33 %
<a href="#">AA100.1230.145.00000</a>	TOWN MGR.FINANCE CLERK F/T	65,000.00	65,000.00	6,346.17	49,500.07	15,499.93	23.85 %
<a href="#">AA100.1230.200.00000</a>	TOWN MANAGER.CAPITAL.EQUIPM...	3,800.00	3,800.00	0.00	936.53	2,863.47	75.35 %
<a href="#">AA100.1230.400.00000</a>	TOWN MANAGER.CONTRACTUAL	9,430.00	9,430.00	1,330.57	9,136.52	293.48	3.11 %
<a href="#">AA100.1320.400.00000</a>	AUDITOR.CONTRACTUAL	20,000.00	21,000.00	0.00	20,425.00	575.00	2.74 %
<a href="#">AA100.1340.400.00000</a>	BUDGET.CONTRACTUAL	3,500.00	2,300.00	101.57	109.85	2,190.15	95.22 %
<a href="#">AA100.1345.400.00000</a>	PURCHASING.CONTRACTUAL	750.00	950.00	65.82	796.85	153.15	16.12 %
<a href="#">AA100.1355.120.00000</a>	ASSESSOR.PERSONAL SERVICES	41,200.00	77,200.00	8,826.90	70,886.98	6,313.02	8.18 %
<a href="#">AA100.1355.132.00000</a>	ASSESSOR.REAL PROPERTY AIDE FT	66,418.00	66,418.00	4,576.00	50,653.12	15,764.88	23.74 %
<a href="#">AA100.1355.150.00000</a>	ASSESSOR.BAR REVIEW SALARY	1,975.00	1,975.00	0.00	1,481.25	493.75	25.00 %
<a href="#">AA100.1355.200.00000</a>	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.1355.400.00000</a>	ASSESSOR.CONTRACTUAL	86,150.00	86,150.00	5,842.64	65,716.50	20,433.50	23.72 %
<a href="#">AA100.1355.420.00000</a>	ASSESSOR.BAR REVIEW CONTRACT...	700.00	700.00	0.00	455.49	244.51	34.93 %
<a href="#">AA100.1410.110.00000</a>	TOWN CLERK.ELECTED	72,581.00	72,581.00	8,374.71	66,997.68	5,583.32	7.69 %
<a href="#">AA100.1410.131.00000</a>	TOWN CLERK.FIRSTDEPUTY	45,760.00	45,760.00	5,884.38	42,987.14	2,772.86	6.06 %
<a href="#">AA100.1410.141.00000</a>	TOWN CLERK.DEPUTY #2	52,000.00	52,000.00	5,288.25	45,708.01	6,291.99	12.10 %
<a href="#">AA100.1410.142.00000</a>	TOWN CLERK.DEPUTY#3	1.00	45,001.00	5,280.00	32,958.75	12,042.25	26.76 %
<a href="#">AA100.1410.200.00000</a>	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	626.78	223.22	26.26 %
<a href="#">AA100.1410.400.00000</a>	TOWN CLERK.CONTRACTUAL	21,600.00	21,600.00	984.35	15,393.43	6,206.57	28.73 %
<a href="#">AA100.1420.400.00000</a>	ATTORNEY.CONTRACTUAL	4,750.00	24,750.00	7,557.00	23,841.83	908.17	3.67 %
<a href="#">AA100.1430.132.00000</a>	PERSONNEL.HR AND PAYROLL COO...	82,042.00	82,042.00	10,788.45	78,815.87	3,226.13	3.93 %
<a href="#">AA100.1430.200.00000</a>	PERSONNEL.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.1430.410.00000</a>	PERSONNEL.CONTRACTUAL	3,920.00	3,920.00	104.25	2,608.81	1,311.19	33.45 %
<a href="#">AA100.1430.420.00000</a>	PERSONNEL.EAP HUMAN RESOURCE	1,386.00	1,403.04	0.00	1,403.04	0.00	0.00 %
<a href="#">AA100.1440.400.00000</a>	ENGINEERING.CONTRACTUAL	49,501.00	66,612.87	615.00	21,703.64	44,909.23	67.42 %
<a href="#">AA100.1440.406.00000</a>	ENGINEERING. SEWERS	12,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">AA100.1450.400.00000</a>	ELECTIONS.CONTRACTUAL	10,750.00	10,750.00	0.00	58.40	10,691.60	99.46 %
<a href="#">AA100.1460.200.00000</a>	RECORDS MANAGEMENT.CAPITAL....	2,500.00	2,500.00	0.00	1,250.45	1,249.55	49.98 %
<a href="#">AA100.1460.400.00000</a>	RECORDS MANAGEMENT.CONTRAC...	49,525.00	49,525.00	98.26	7,858.48	41,666.52	84.13 %
<a href="#">AA100.1480.100.00000</a>	PUBLICSERVINFO.CONTRACTUAL.P...	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.1480.400.00000</a>	PUBLICSERVINFO.CONTRACTUAL.C...	32,250.00	3,250.00	47.00	574.93	2,675.07	82.31 %
<a href="#">AA100.1620.200.00000</a>	BUILDINGS.CAPITAL.EQUIPMENT	85,002.00	89,502.00	516.20	35,491.44	54,010.56	60.35 %
<a href="#">AA100.1620.400.00000</a>	BUILDINGS.CONTRACTUAL	4,000.00	4,000.00	0.00	3,671.04	328.96	8.22 %
<a href="#">AA100.1620.403.00000</a>	BUILDINGS..TOWNHALL.CONTR.UTI...	46,900.00	46,900.00	694.95	31,211.92	15,688.08	33.45 %
<a href="#">AA100.1620.404.00000</a>	BUILDINGS..HIGHWAYBLDG.CONTR...	106,100.00	106,100.00	12,181.03	84,321.18	21,778.82	20.53 %
<a href="#">AA100.1620.405.00000</a>	BUILDINGS..PARKS.CONTR.UTILITY....	37,250.00	37,250.00	2,028.48	26,763.92	10,486.08	28.15 %
<a href="#">AA100.1620.410.00000</a>	BUILDINGS.JANITORIAL	33,500.00	33,500.00	224.43	11,030.24	22,469.76	67.07 %
<a href="#">AA100.1670.400.00000</a>	PRINTING & MAILING.CONTRACTU...	14,500.00	17,500.00	4,008.34	17,074.04	425.96	2.43 %
<a href="#">AA100.1680.100.00000</a>	CENTRAL DATA PROCESSING.PERS...	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.1680.200.00000</a>	DATA PROCESSING.CAPITAL.EQUIP...	66,401.00	70,694.39	929.97	44,154.29	26,540.10	37.54 %
<a href="#">AA100.1680.400.00000</a>	DATA PROCESSING.CONTRACTUAL	119,000.00	119,000.00	4,242.03	89,960.16	29,039.84	24.40 %
<a href="#">AA100.1910.400.00000</a>	UNALLOCATED INSURANCE	115,000.00	115,000.00	0.00	75,639.37	39,360.63	34.23 %
<a href="#">AA100.1920.400.00000</a>	MUNICIPAL ASSOCIATION DUES	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
<a href="#">AA100.1940.200.00000</a>	PURCHASE OF LAND/RIGHT OF WAY...	0.00	308,300.00	0.00	305,419.30	2,880.70	0.93 %
<a href="#">AA100.1940.400.00000</a>	PURCHASE OF LAND/RIGHT OF WAY...	0.00	21,200.00	50.00	21,102.00	98.00	0.46 %
<a href="#">AA100.1990.400.00000</a>	CONTINGENCY	125,000.00	71,935.96	0.00	0.00	71,935.96	100.00 %
<a href="#">AA100.3120.400.00000</a>	POLICE.CONTRACTUAL	29,000.00	29,000.00	3,387.19	7,651.07	21,348.93	73.62 %
<a href="#">AA100.3189.200.00000</a>	OTHER TRAFFIC SAFETY	15,000.00	62,280.00	0.00	23,920.27	38,359.73	61.59 %
<a href="#">AA100.3310.200.00000</a>	TRAFFIC.CAPITAL.EQUIPMENT	55,000.00	25,000.00	0.00	9,000.00	16,000.00	64.00 %
<a href="#">AA100.3310.400.00000</a>	TRAFFIC.CONTRACTUAL	125,000.00	125,000.00	39,090.25	113,379.00	11,621.00	9.30 %
<a href="#">AA100.3510.400.00000</a>	DOG CONTROL CONTRACTUAL	30,000.00	30,000.00	0.00	29,397.00	603.00	2.01 %
<a href="#">AA100.4020.100.00000</a>	REGISTRAR.PERSONAL SERVICES	3,000.00	3,000.00	0.00	2,125.00	875.00	29.17 %
<a href="#">AA100.4020.400.00000</a>	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	67.65	332.35	83.09 %
<a href="#">AA100.4540.400.00000</a>	AMBULANCE CONTRACTUAL	9,000.00	9,000.00	0.00	9,000.00	0.00	0.00 %
<a href="#">AA100.5010.110.00000</a>	HIGHWAY SUPT.ELECTED	56,135.00	56,135.00	6,477.09	51,816.72	4,318.28	7.69 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">AA100.5010.120.00000</a>	HIGHWAY.DEPUTY	5,150.00	5,150.00	594.21	4,753.68	396.32	7.70 %
<a href="#">AA100.5010.130.00000</a>	HIGHWAY. CLERK	12,000.00	12,000.00	1,314.00	5,773.50	6,226.50	51.89 %
<a href="#">AA100.5010.131.00000</a>	HIGHWAY.SENIOR CLERK	20,800.00	20,800.00	2,706.00	22,012.88	-1,212.88	-5.83 %
<a href="#">AA100.5182.400.00000</a>	STREET LIGHTING.CONTRACTUAL	26,000.00	26,000.00	2,634.30	24,997.01	1,002.99	3.86 %
<a href="#">AA100.6410.410.00000</a>	PUBLICITY.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">AA100.6410.420.00000</a>	PUBLICITY.PARK	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.6989.400.00000</a>	ECONOMIC DEVELOPMENT.CONTR...	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
<a href="#">AA100.7020.100.00000</a>	RECREATION DIRECTOR	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.7020.141.00000</a>	RECREATION.SR LIFEGUARD	17,920.00	17,920.00	0.00	13,310.00	4,610.00	25.73 %
<a href="#">AA100.7020.400.00000</a>	RECREATION.CONTRACTUAL	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00 %
<a href="#">AA100.7110.121.00000</a>	PARKS.MAINTENANCE ASSISTANT	50,000.00	50,000.00	6,373.61	48,358.52	1,641.48	3.28 %
<a href="#">AA100.7110.130.00000</a>	PARK.LABORER F/T	81,120.00	81,120.00	4,797.50	59,342.76	21,777.24	26.85 %
<a href="#">AA100.7110.131.00000</a>	PERSONAL SERVICES.PT	59,700.00	59,700.00	5,393.99	56,564.05	3,135.95	5.25 %
<a href="#">AA100.7110.142.00000</a>	REC.ATTENDANTS GATEHOUSE	15,950.00	15,950.00	0.00	8,754.43	7,195.57	45.11 %
<a href="#">AA100.7110.143.00000</a>	PARK.LABORERS P/T SEASONAL	43,201.00	43,201.00	6,127.02	44,372.20	-1,171.20	-2.71 %
<a href="#">AA100.7110.200.00000</a>	PARKS.NORMAL.CAP.MAINTENANC...	410,604.00	518,279.00	62,460.00	290,487.76	227,791.24	43.95 %
<a href="#">AA100.7110.201.00000</a>	PARKS.PRKFUND.NEWREC.EXP.PAR...	85,001.00	85,001.00	0.00	0.00	85,001.00	100.00 %
<a href="#">AA100.7110.400.00000</a>	PARK.CONTRACTUAL	51,441.00	51,441.00	4,603.12	46,583.95	4,857.05	9.44 %
<a href="#">AA100.7110.402.00000</a>	PARKS.LANDSCAPING	9,550.00	9,550.00	619.98	7,158.84	2,391.16	25.04 %
<a href="#">AA100.7110.404.00000</a>	PARKS AUBURN TRAIL	25,000.00	32,632.15	0.00	2,116.50	30,515.65	93.51 %
<a href="#">AA100.7140.141.00000</a>	PLAYGROUND/RECREATION.LIFEG...	50,303.00	50,303.00	0.00	44,622.00	5,681.00	11.29 %
<a href="#">AA100.7140.142.00000</a>	PLAYGROUND/RECREATION.SPECIA...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">AA100.7140.200.00000</a>	PLAYGROUND/RECREATION.CAPITA...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">AA100.7140.400.00000</a>	PLAYGROUND/RECREATION.CONTR...	32,850.00	32,850.00	199.96	23,649.27	9,200.73	28.01 %
<a href="#">AA100.7140.405.00000</a>	RECREATION.EVENTS.MOVIE NIGHT	2,500.00	2,500.00	0.00	2,430.45	69.55	2.78 %
<a href="#">AA100.7450.410.00000</a>	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
<a href="#">AA100.7510.120.00000</a>	HISTORIAN.PERSONAL SERVICES	3,678.00	3,678.00	0.00	2,878.47	799.53	21.74 %
<a href="#">AA100.7510.400.00000</a>	HISTORIAN.CONTRACTUAL	1,250.00	1,250.00	0.00	439.51	810.49	64.84 %
<a href="#">AA100.7550.400.00000</a>	CELEBRATIONS.CONTRACTUAL	5,500.00	5,500.00	1,820.93	4,194.18	1,305.82	23.74 %
<a href="#">AA100.7620.400.00000</a>	ADULT RECREATION.CONTRACTUAL	3,000.00	3,000.00	498.14	1,012.12	1,987.88	66.26 %
<a href="#">AA100.8010.120.00000</a>	PLANNER.PERSONAL SVCS	66,800.00	26,800.00	0.00	26,099.70	700.30	2.61 %
<a href="#">AA100.8010.124.00000</a>	ZONING.OFFICER F/T	45,000.00	79,000.00	11,826.90	70,769.25	8,230.75	10.42 %
<a href="#">AA100.8010.141.00000</a>	ZONING.INSPECTOR P/T	10,000.00	10,000.00	867.82	6,953.54	3,046.46	30.46 %
<a href="#">AA100.8010.144.00000</a>	ZONING..CLERK P/T	27,664.00	27,664.00	0.00	11,398.07	16,265.93	58.80 %
<a href="#">AA100.8010.200.00000</a>	ZONE.PLANNER.CAPITAL.EQUIPME...	5,000.00	5,000.00	25.00	1,566.78	3,433.22	68.66 %
<a href="#">AA100.8010.400.00000</a>	ZONING INSPECTOR.CONTRACTUAL	2,440.00	2,440.00	145.35	2,353.81	86.19	3.53 %
<a href="#">AA100.8010.420.00000</a>	ZONING.PLANNER.CONTRACTUAL	6,020.00	6,020.00	509.43	4,927.66	1,092.34	18.15 %
<a href="#">AA100.8020.120.00000</a>	PLANNING BOARD.PERSONAL SERV...	14,735.00	16,299.00	0.00	11,119.25	5,179.75	31.78 %
<a href="#">AA100.8020.140.00000</a>	PB STENOGRAPHER P/T.PERSONAL ...	6,352.00	6,352.00	1,315.88	7,111.55	-759.55	-11.96 %
<a href="#">AA100.8020.150.00000</a>	ECB.PERSONAL SERVICES	4,326.00	4,326.00	0.00	2,781.00	1,545.00	35.71 %
<a href="#">AA100.8020.160.00000</a>	PLANNING.SECRETARY STENOGRAP...	7,400.00	16,400.00	2,202.75	14,850.05	1,549.95	9.45 %
<a href="#">AA100.8020.400.00000</a>	PLANNING BOARD.CONTRACTUAL	23,000.00	23,000.00	3,874.06	10,754.60	12,245.40	53.24 %
<a href="#">AA100.8020.405.00000</a>	PLANNING.CIC CONTRACTUAL	6,501.00	4,001.00	0.00	0.00	4,001.00	100.00 %
<a href="#">AA100.8020.410.00000</a>	PLANNING.ENGINEERING.CONTRAC...	2,000.00	4,500.00	1,965.00	4,842.23	-342.23	-7.61 %
<a href="#">AA100.8020.422.00000</a>	PLANNING.OPEN SPACE TEAM & C...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">AA100.8020.424.00000</a>	PLANNING.UPTOWN	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">AA100.8020.428.00000</a>	PLANNING.HISTORICAL PROJECT TE...	750.00	750.00	496.00	496.00	254.00	33.87 %
<a href="#">AA100.8020.430.00000</a>	PLANNING..MIDDLECHESHIRERD	25,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">AA100.8020.431.00000</a>	PLANNING.AFFORDABLEHOUSING	5,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">AA100.8020.450.00000</a>	PLANNING.ECB.CONTRACTUAL	1,800.00	1,800.00	0.00	285.00	1,515.00	84.17 %
<a href="#">AA100.8040.120.00000</a>	ZONING BOARD OF APPEALS.PERS...	5,865.00	5,865.00	0.00	4,466.75	1,398.25	23.84 %
<a href="#">AA100.8040.140.00000</a>	ZONING BOARD OF APPEALS SECRE...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">AA100.8040.400.00000</a>	ZONING BOARD OF APPEALS CONT...	4,000.00	4,000.00	1,352.61	2,908.82	1,091.18	27.28 %
<a href="#">AA100.8140.200.00000</a>	STORMSEWERS.CAPITAL.EQUIPME...	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.8140.400.00000</a>	STORMSEWERS.CONTRACTUAL	600.00	10,600.00	300.00	8,435.00	2,165.00	20.42 %
<a href="#">AA100.8160.130.00000</a>	WASTE & RECYCLING MEO.PERSON...	60,113.00	60,113.00	7,326.15	60,780.92	-667.92	-1.11 %
<a href="#">AA100.8160.140.00000</a>	WASTE & RECYCLING LABORS PT.PE...	39,140.00	39,140.00	4,386.63	33,190.63	5,949.37	15.20 %
<a href="#">AA100.8160.200.00000</a>	WASTE & RECYCLING EQUIPMENT	27,001.00	27,001.00	0.00	0.00	27,001.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">AA100.8160.400.00000</a>	WASTE & RECYCLING CONTRACTUAL	115,500.00	115,500.00	9,150.88	77,060.99	38,439.01	33.28 %
<a href="#">AA100.8664.121.00000</a>	CODE ENFORCEMENT	75,000.00	86,000.00	24,523.01	78,038.02	7,961.98	9.26 %
<a href="#">AA100.8664.122.00000</a>	CODE ENFORCEMENT	18,557.00	18,557.00	2,163.11	15,665.79	2,891.21	15.58 %
<a href="#">AA100.8664.124.00000</a>	CODE ENFORCEMENT	68,000.00	68,000.00	-3,211.56	62,850.34	5,149.66	7.57 %
<a href="#">AA100.8664.126.00000</a>	CODE ENFORCEMENT	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.8664.200.00000</a>	CODE ENFORCEMENT.CAPITAL.EQU...	31,001.00	31,001.00	0.00	2,083.71	28,917.29	93.28 %
<a href="#">AA100.8664.400.00000</a>	CODE ENFORCEMENT.CONTRACTU...	5,360.00	5,360.00	862.27	4,671.86	688.14	12.84 %
<a href="#">AA100.8710.400.00000</a>	CONSERVATION.PROGRAM.CONTR...	21,550.00	21,550.00	0.00	0.00	21,550.00	100.00 %
<a href="#">AA100.8710.401.00000</a>	CONSERVATION.AG COMMITTEE.C...	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
<a href="#">AA100.8730.450.00000</a>	FORESTRY TREE ADVISORY BOARD	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
<a href="#">AA100.8810.400.00000</a>	CEMETERIES CONTRACTUAL	13,250.00	13,250.00	3,316.56	8,983.19	4,266.81	32.20 %
<a href="#">AA100.8989.400.00000</a>	CDGA LAKE MANAGEMENT PLAN	29,500.00	30,047.00	0.00	30,047.00	0.00	0.00 %
<a href="#">AA100.9010.800.00000</a>	NYS RETIREMENT	160,000.00	167,000.00	166,685.03	166,685.03	314.97	0.19 %
<a href="#">AA100.9030.800.00000</a>	SOCIAL SECURITY/MEDICARE	121,000.00	121,000.00	13,914.54	118,710.12	2,289.88	1.89 %
<a href="#">AA100.9040.800.00000</a>	WORKERS COMPENSATION	112,302.00	112,302.00	0.00	112,301.11	0.89	0.00 %
<a href="#">AA100.9050.800.00000</a>	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	3,019.56	1,980.44	39.61 %
<a href="#">AA100.9055.800.00000</a>	DISABILITY INSURANCE	700.00	1,700.00	412.80	1,330.70	369.30	21.72 %
<a href="#">AA100.9060.810.00000</a>	MEDICAL INSURANCE	171,100.00	162,100.00	13,730.07	160,829.41	1,270.59	0.78 %
<a href="#">AA100.9060.811.00000</a>	DENTAL INSURANCE	12,500.00	12,500.00	1,032.62	11,960.47	539.53	4.32 %
<a href="#">AA100.9060.820.00000</a>	HOSPITAL/MEDICAL BUY-OUT	7,000.00	9,000.00	923.04	8,230.44	769.56	8.55 %
<a href="#">AA100.9060.830.00000</a>	HSA ACCOUNT	44,400.00	52,400.00	388.39	50,117.72	2,282.28	4.36 %
<a href="#">AA100.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL	215,000.00	215,000.00	0.00	0.00	215,000.00	100.00 %
<a href="#">AA100.9710.700.00000</a>	SERIAL BONDS.INTEREST	70,713.00	70,713.00	0.00	34,306.25	36,406.75	51.49 %
<a href="#">AA100.9785.600.00000</a>	LEASE INSTALLMENT.PRINCIPAL	39,151.00	39,151.00	0.00	39,150.32	0.68	0.00 %
<a href="#">AA100.9785.700.00000</a>	LEASE INSTALLMENT.INTEREST	3,357.00	3,357.00	0.00	3,356.75	0.25	0.01 %
<a href="#">AA100.9901.900.0000R</a>	TRANSFER TO RESERVE	0.00	500,000.00	0.00	500,000.00	0.00	0.00 %
<a href="#">AA100.9950.900.00000</a>	INTERFUND TRANSFER.CAPITAL PR...	22,500.00	1,572,595.00	0.00	2,693,753.00	-1,121,158.00	-71.29 %
Expense Total:		5,114,056.00	7,673,367.41	563,643.85	7,183,447.60	489,919.81	6.38 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):		1.00	-53,516.41	151,141.33	259,364.47	312,880.88	584.64 %
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
<a href="#">AA231.2401.00000</a>	INTEREST & EARNINGS.CONT TAX R...	0.00	0.00	4,437.79	40,927.71	40,927.71	0.00 %
<a href="#">AA231.5031.00000</a>	INTERFUND TRANSFER	0.00	0.00	0.00	500,000.00	500,000.00	0.00 %
Revenue Total:		0.00	0.00	4,437.79	540,927.71	540,927.71	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:		0.00	0.00	4,437.79	540,927.71	540,927.71	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE							
Revenue							
<a href="#">AA232.2401.00000</a>	INTEREST & EARNING.BUILDING RE...	0.00	0.00	944.49	9,448.37	9,448.37	0.00 %
Revenue Total:		0.00	0.00	944.49	9,448.37	9,448.37	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:		0.00	0.00	944.49	9,448.37	9,448.37	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
<a href="#">AA233.2401.00000</a>	INTEREST & EARNING.TECHNOLOGY...	0.00	0.00	211.72	2,118.13	2,118.13	0.00 %
Revenue Total:		0.00	0.00	211.72	2,118.13	2,118.13	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:		0.00	0.00	211.72	2,118.13	2,118.13	0.00 %
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
<a href="#">AA234.2401.00000</a>	INTEREST & EARNING.OPEN SPACE ...	0.00	0.00	3,690.44	53,134.33	53,134.33	0.00 %
Revenue Total:		0.00	0.00	3,690.44	53,134.33	53,134.33	0.00 %
Expense							
<a href="#">AA234.9901.900.00000</a>	INTERFUND TRANSFER	0.00	0.00	305,000.00	305,000.00	-305,000.00	0.00 %
Expense Total:		0.00	0.00	305,000.00	305,000.00	-305,000.00	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Surplus (Deficit):		0.00	0.00	-301,309.56	-251,865.67	-251,865.67	0.00 %

## Budget Report-JM

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA235.2401.00000</a>	INTEREST & EARNING.NYS RETIREM...	0.00	0.00	856.24	8,565.18	8,565.18	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>856.24</b>	<b>8,565.18</b>	<b>8,565.18</b>	<b>0.00 %</b>
	<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>856.24</b>	<b>8,565.18</b>	<b>8,565.18</b>	<b>0.00 %</b>
<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA237.2401.00000</a>	INTEREST & EARNINGS.BONDED IN...	0.00	0.00	992.46	9,928.22	9,928.22	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>992.46</b>	<b>9,928.22</b>	<b>9,928.22</b>	<b>0.00 %</b>
	<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>992.46</b>	<b>9,928.22</b>	<b>9,928.22</b>	<b>0.00 %</b>
<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA238.2401.00000</a>	INTEREST & EARNINGS.SOLID WAST...	0.00	0.00	3,689.82	36,911.39	36,911.39	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,689.82</b>	<b>36,911.39</b>	<b>36,911.39</b>	<b>0.00 %</b>
	<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,689.82</b>	<b>36,911.39</b>	<b>36,911.39</b>	<b>0.00 %</b>
<b>Fund: CM100 - NEW RECREATION REVENUE FUND</b>							
<b>Revenue</b>							
<a href="#">CM100.2001.00000</a>	PARK & RECREATION FEES	0.00	0.00	0.00	36,000.00	36,000.00	0.00 %
<a href="#">CM100.2401.00000</a>	INTEREST & EARNINGS	0.00	0.00	1,554.49	15,549.83	15,549.83	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,554.49</b>	<b>51,549.83</b>	<b>51,549.83</b>	<b>0.00 %</b>
	<b>Fund: CM100 - NEW RECREATION REVENUE FUND Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,554.49</b>	<b>51,549.83</b>	<b>51,549.83</b>	<b>0.00 %</b>
<b>Fund: DA100 - HIGHWAY</b>							
<b>Revenue</b>							
<a href="#">DA100.1001.00000</a>	REAL PROPERTY TAXES	925,000.00	925,000.00	0.00	925,000.00	0.00	0.00 %
<a href="#">DA100.1120.00000</a>	NON PROPERTY SALES TAX	2,450,000.00	2,450,000.00	0.00	2,450,000.00	0.00	0.00 %
<a href="#">DA100.2302.00000</a>	SERVICES/OTHER GOVERNMENTS	143,970.00	143,970.00	0.00	171,999.21	28,029.21	119.47 %
<a href="#">DA100.2303.00000</a>	SALE OF FUEL	3,500.00	3,500.00	722.70	9,290.20	5,790.20	265.43 %
<a href="#">DA100.2401.00000</a>	INTEREST & EARNINGS	1,500.00	1,500.00	9,212.80	46,158.93	44,658.93	3,077.26 %
<a href="#">DA100.2410.00000</a>	RENTAL OF LABOR/INDIVIDUALS	2,500.00	2,500.00	2,316.39	9,682.90	7,182.90	387.32 %
<a href="#">DA100.2414.00000</a>	RENTAL OF EQUIPMENT	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
<a href="#">DA100.2665.00000</a>	SALE OF EQUIPMENT	10,000.00	10,000.00	0.00	23,425.00	13,425.00	234.25 %
<a href="#">DA100.2680.00000</a>	INSURANCE RECOVERIES	0.00	0.00	0.00	4,836.30	4,836.30	0.00 %
<a href="#">DA100.2690.00000</a>	OTHER COMPENSATION FOR LOSS	0.00	0.00	0.00	8,074.00	8,074.00	0.00 %
<a href="#">DA100.2701.00000</a>	REFUND PRIOR YEAR EXP	0.00	0.00	0.00	2,189.07	2,189.07	0.00 %
<a href="#">DA100.3501.00000</a>	NYS STATE AID CHIPS	451,628.00	451,628.00	0.00	47,939.05	-403,688.95	89.39 %
<a href="#">DA100.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	367,547.00	859,106.71	0.00	245,559.71	-613,547.00	71.42 %
	<b>Revenue Total:</b>	<b>4,360,645.00</b>	<b>4,852,204.71</b>	<b>12,251.89</b>	<b>3,944,154.37</b>	<b>-908,050.34</b>	<b>18.71 %</b>
<b>Expense</b>							
<a href="#">DA100.1420.400.00000</a>	HWY.ATTORNEY.CONTRACTUAL	1,000.00	1,000.00	148.50	148.50	851.50	85.15 %
<a href="#">DA100.1440.400.00000</a>	HWY.ENGINEERING.CONTRACTUAL	40,000.00	15,000.00	0.00	10,987.00	4,013.00	26.75 %
<a href="#">DA100.5010.400.00000</a>	HWY.ADMIN.CONTRACTUAL	6,741.00	11,741.00	434.75	9,365.54	2,375.46	20.23 %
<a href="#">DA100.5110.130.00000</a>	GENERAL REPAIRS.WAGES F/T	635,325.00	635,325.00	38,128.54	600,460.00	34,865.00	5.49 %
<a href="#">DA100.5110.131.00000</a>	GENERAL REPAIRS.VACATIONBUYB...	10,000.00	10,000.00	8,865.40	8,865.40	1,134.60	11.35 %
<a href="#">DA100.5110.400.00000</a>	GENERAL REPAIRS.CONTRACTUAL	1,200,005.00	1,257,533.45	-398,731.30	777,690.10	479,843.35	38.16 %
<a href="#">DA100.5112.200.00000</a>	HWY.PERMANENT IMPROVEMENTS...	451,628.00	451,628.00	451,628.00	451,628.00	0.00	0.00 %
<a href="#">DA100.5130.200.00000</a>	MACHINERY.CAPITAL.EQUIPMENT	200,002.00	596,561.71	0.00	365,929.39	230,632.32	38.66 %
<a href="#">DA100.5130.400.00000</a>	MACHINERY.CONTRACTUAL...	225,000.00	167,527.97	15,829.12	114,745.65	52,782.32	31.51 %
<a href="#">DA100.5130.400.00110</a>	MACHINERY.CONTRACTUAL CAR #1...	0.00	523.44	0.00	523.44	0.00	0.00 %
<a href="#">DA100.5130.400.00111</a>	MACHINERY.CONTRACTUAL.CAR#1...	0.00	638.60	346.00	638.60	0.00	0.00 %
<a href="#">DA100.5130.400.00114</a>	MACHINERY.CONTRACTUAL.CAR#1...	0.00	21.00	0.00	21.00	0.00	0.00 %
<a href="#">DA100.5130.400.00115</a>	MACHINERY.CONTRACTUAL.CAR#1...	0.00	131.99	0.00	131.99	0.00	0.00 %
<a href="#">DA100.5130.400.00201</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	688.93	0.00	688.93	0.00	0.00 %
<a href="#">DA100.5130.400.00203</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	7,175.67	0.00	7,175.67	0.00	0.00 %
<a href="#">DA100.5130.400.00204</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	20,983.45	7,849.01	20,983.45	0.00	0.00 %
<a href="#">DA100.5130.400.00205</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	12,015.43	0.00	12,015.43	0.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">DA100.5130.400.00206</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	609.73	0.00	609.73	0.00	0.00 %
<a href="#">DA100.5130.400.00207</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	10,090.88	31.44	10,090.88	0.00	0.00 %
<a href="#">DA100.5130.400.00208</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	3,472.45	0.00	3,472.45	0.00	0.00 %
<a href="#">DA100.5130.400.00209</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	324.52	0.00	324.52	0.00	0.00 %
<a href="#">DA100.5130.400.00213</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	9,588.38	0.00	9,588.38	0.00	0.00 %
<a href="#">DA100.5130.400.00215</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,960.41	0.00	1,960.41	0.00	0.00 %
<a href="#">DA100.5130.400.00218</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	280.31	0.00	280.31	0.00	0.00 %
<a href="#">DA100.5130.400.00233</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	256.50	0.00	256.50	0.00	0.00 %
<a href="#">DA100.5130.400.00234</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,921.17	1,694.00	1,921.17	0.00	0.00 %
<a href="#">DA100.5130.400.00236</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	13,305.04	0.00	13,305.04	0.00	0.00 %
<a href="#">DA100.5130.400.00237</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	8,859.28	599.28	8,859.28	0.00	0.00 %
<a href="#">DA100.5130.400.00238</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,853.34	1,629.22	4,853.34	0.00	0.00 %
<a href="#">DA100.5130.400.00239</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,043.79	2,946.33	4,043.79	0.00	0.00 %
<a href="#">DA100.5130.400.00240</a>	MACHINERY.CONTRACTUAL TRUCK ...	0.00	9,107.63	0.00	9,107.63	0.00	0.00 %
<a href="#">DA100.5130.400.00241</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,936.90	1,805.75	4,936.90	0.00	0.00 %
<a href="#">DA100.5130.400.00242</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	2,058.48	0.00	2,058.48	0.00	0.00 %
<a href="#">DA100.5130.400.00243</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	593.95	223.95	593.95	0.00	0.00 %
<a href="#">DA100.5130.400.00245</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	754.93	0.00	754.93	0.00	0.00 %
<a href="#">DA100.5130.400.00248</a>	MACHINERY.CONTRACTUAL.BUCKE...	0.00	706.73	0.00	706.73	0.00	0.00 %
<a href="#">DA100.5130.400.00249</a>	MACHINERY.CONTRACTUAL.VAC T...	0.00	5,848.80	277.23	5,848.80	0.00	0.00 %
<a href="#">DA100.5130.400.00313</a>	MACHINERY.CONTRACTUAL.TRAILE...	0.00	1,482.36	0.00	1,482.36	0.00	0.00 %
<a href="#">DA100.5130.400.00320</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	2,920.85	0.00	2,920.85	0.00	0.00 %
<a href="#">DA100.5130.400.00324</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	107.60	0.00	107.60	0.00	0.00 %
<a href="#">DA100.5130.400.00326</a>	MACHINERY.CONTRACTUAL.TRACT...	0.00	2,564.11	0.00	2,564.11	0.00	0.00 %
<a href="#">DA100.5130.400.00337</a>	MACHINERY.CONTRACTUAL.TRAILE...	0.00	408.55	0.00	408.55	0.00	0.00 %
<a href="#">DA100.5130.400.00340</a>	MACHINERY.CONTRACTUAL.SWEEP...	0.00	3,817.86	0.00	3,817.86	0.00	0.00 %
<a href="#">DA100.5130.400.00355</a>	MACHINERY.CONTRACTUAL.DOZER...	0.00	472.55	0.00	472.55	0.00	0.00 %
<a href="#">DA100.5130.400.00359</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	647.01	0.00	647.01	0.00	0.00 %
<a href="#">DA100.5130.400.00362</a>	MACHINERY.CONTRACTUAL.TRAILE...	0.00	1,386.01	0.00	1,386.01	0.00	0.00 %
<a href="#">DA100.5130.400.00363</a>	MACHINERY.CONTRACTUAL.LOADE...	0.00	15.36	0.00	15.36	0.00	0.00 %
<a href="#">DA100.5130.400.00365</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	923.49	0.00	923.49	0.00	0.00 %
<a href="#">DA100.5130.400.00366</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	1,629.80	0.00	1,629.80	0.00	0.00 %
<a href="#">DA100.5130.400.00368</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	125.00	0.00	125.00	0.00	0.00 %
<a href="#">DA100.5130.400.00371</a>	MACHINERY.CONTRACTUAL.LOADE...	0.00	989.37	0.00	989.37	0.00	0.00 %
<a href="#">DA100.5130.400.00373</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	220.00	0.00	220.00	0.00	0.00 %
<a href="#">DA100.5130.400.00374</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	118.79	0.00	118.79	0.00	0.00 %
<a href="#">DA100.5130.400.00376</a>	MACHINERY.CONTRACTUAL.WOOD...	0.00	4,113.16	0.00	4,113.16	0.00	0.00 %
<a href="#">DA100.5130.400.00378</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	792.98	0.00	792.98	0.00	0.00 %
<a href="#">DA100.5130.400.00379</a>	MACHINERY.CONTRACTUAL.TRAILE...	0.00	354.98	354.98	354.98	0.00	0.00 %
<a href="#">DA100.5130.400.00380</a>	MACHINERY.CONTRACTUAL.SKID S...	0.00	751.33	0.00	751.33	0.00	0.00 %
<a href="#">DA100.5130.400.00381</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	1,026.62	0.00	1,026.62	0.00	0.00 %
<a href="#">DA100.5130.400.00382</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	118.80	0.00	118.80	0.00	0.00 %
<a href="#">DA100.5130.400.00383</a>	MACHINERY.CONTRACTUAL.UTV #3...	0.00	1,616.09	0.00	1,616.09	0.00	0.00 %
<a href="#">DA100.5130.400.00404</a>	MACHINERY.CONTRACTUAL.WATER...	0.00	1,878.73	0.00	1,878.73	0.00	0.00 %
<a href="#">DA100.5130.400.00405</a>	MACHINERY.CONTRACTUAL.WATER...	0.00	1,256.21	0.00	1,256.21	0.00	0.00 %
<a href="#">DA100.5130.400.00501</a>	MACHINERY.CONTRACTUAL.PKTRU...	0.00	418.53	0.00	418.53	0.00	0.00 %
<a href="#">DA100.5130.400.00502</a>	MACHINERY.CONTRACTUAL.PARKS ...	0.00	453.58	0.00	453.58	0.00	0.00 %
<a href="#">DA100.5130.400.00503</a>	MACHINERY.CONTRACTUAL.PARK T...	0.00	273.36	0.00	273.36	0.00	0.00 %
<a href="#">DA100.5130.400.00508</a>	MACHINERY.CONTRACTUAL.PKTRU...	0.00	619.31	0.00	619.31	0.00	0.00 %
<a href="#">DA100.5130.400.00510</a>	MACHINERY.CONTRACTUAL.PKTRU...	0.00	1,315.96	185.00	1,315.96	0.00	0.00 %
<a href="#">DA100.5130.400.00999</a>	MACHINERY.CONTRACTUAL.CHESH...	0.00	3,869.21	0.00	3,869.21	0.00	0.00 %
<a href="#">DA100.5130.410.00000</a>	MACHINERY.FUEL METERING	210,000.00	210,000.00	21,833.05	173,067.83	36,932.17	17.59 %
<a href="#">DA100.5142.130.00000</a>	SNOW REMOVAL.WAGES F/T	468,394.00	468,394.00	75,290.81	318,238.07	150,155.93	32.06 %
<a href="#">DA100.5142.400.00000</a>	SNOW REMOVAL.CONTRACTUAL	470,000.00	470,000.00	6,677.16	309,260.48	160,739.52	34.20 %
<a href="#">DA100.9010.800.00000</a>	NYS RETIREMENT	130,100.00	121,600.00	100,298.22	100,298.22	21,301.78	17.52 %
<a href="#">DA100.9030.800.00000</a>	SOCIAL SECURITY/MEDICARE	77,250.00	77,250.00	9,148.40	70,225.03	7,024.97	9.09 %
<a href="#">DA100.9040.800.00000</a>	WORKERS COMPENSATION	33,500.00	33,500.00	0.00	33,493.31	6.69	0.02 %
<a href="#">DA100.9050.800.00000</a>	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">DA100.9055.800.00000</a>	DISABILITY INSURANCE	2,500.00	2,500.00	97.92	355.48	2,144.52	85.78 %
<a href="#">DA100.9060.810.00000</a>	MEDICAL INSURANCE	133,100.00	137,100.00	12,449.52	136,665.62	434.38	0.32 %
<a href="#">DA100.9060.811.00000</a>	DENTAL INSURANCE	14,400.00	14,400.00	1,131.42	13,075.84	1,324.16	9.20 %
<a href="#">DA100.9060.820.00000</a>	HOSPITAL/MEDICAL BUY-OUT	6,000.00	6,000.00	461.52	4,153.68	1,846.32	30.77 %
<a href="#">DA100.9060.830.00000</a>	HSA ACCOUNT	43,700.00	48,200.00	0.00	46,713.02	1,486.98	3.09 %
<a href="#">DA100.9950.900.00000</a>	INTERFUND TRANSFER.CAPITAL PR...	0.00	25,000.00	0.00	25,000.00	0.00	0.00 %
	<b>Expense Total:</b>	<b>4,360,645.00</b>	<b>4,924,700.42</b>	<b>361,633.22</b>	<b>3,732,805.45</b>	<b>1,191,894.97</b>	<b>24.20 %</b>
	<b>Fund: DA100 - HIGHWAY Surplus (Deficit):</b>	<b>0.00</b>	<b>-72,495.71</b>	<b>-349,381.33</b>	<b>211,348.92</b>	<b>283,844.63</b>	<b>391.53 %</b>
<b>Fund: DA230 - HWY EQUIPMENT RESERVE</b>							
<b>Revenue</b>							
<a href="#">DA230.2401.00000</a>	INTEREST & EARNING.EQUIPMENT ...	0.00	0.00	1,436.04	14,365.58	14,365.58	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,436.04</b>	<b>14,365.58</b>	<b>14,365.58</b>	<b>0.00 %</b>
	<b>Fund: DA230 - HWY EQUIPMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,436.04</b>	<b>14,365.58</b>	<b>14,365.58</b>	<b>0.00 %</b>
<b>Fund: DA232 - HWY IMPROVEMENT RESERVE</b>							
<b>Revenue</b>							
<a href="#">DA232.2401.00000</a>	INTEREST & EARNING.HWY IMPRO...	0.00	0.00	1,535.94	15,364.81	15,364.81	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,535.94</b>	<b>15,364.81</b>	<b>15,364.81</b>	<b>0.00 %</b>
	<b>Fund: DA232 - HWY IMPROVEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,535.94</b>	<b>15,364.81</b>	<b>15,364.81</b>	<b>0.00 %</b>
<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE</b>							
<b>Revenue</b>							
<a href="#">DA235.2401.00000</a>	INTEREST & EARNING.SNOW&ICE R...	0.00	0.00	945.74	9,460.62	9,460.62	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>945.74</b>	<b>9,460.62</b>	<b>9,460.62</b>	<b>0.00 %</b>
	<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>945.74</b>	<b>9,460.62</b>	<b>9,460.62</b>	<b>0.00 %</b>
<b>Fund: HH100 - CAPITAL PROJECTS</b>							
<b>Revenue</b>							
<a href="#">HH100.2401.00018</a>	INTEREST & EARNINGS.SUCKERBR...	0.00	0.00	97.87	980.29	980.29	0.00 %
<a href="#">HH100.2401.00031</a>	INTEREST & EARNINGS.HISTORICAL ...	0.00	0.00	0.27	33.90	33.90	0.00 %
<a href="#">HH100.2401.00032</a>	INTEREST & EARNINGS.LGRMIF	0.00	0.00	0.00	18.43	18.43	0.00 %
<a href="#">HH100.2401.00033</a>	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	6,213.35	23,355.14	23,355.14	0.00 %
<a href="#">HH100.2401.00034</a>	INTEREST & EARNINGS.GATEWAY S...	0.00	0.00	13.43	45.20	45.20	0.00 %
<a href="#">HH100.2401.00035</a>	INTEREST & EARNINGS.UPTOWN IN...	0.00	0.00	44.30	443.75	443.75	0.00 %
<a href="#">HH100.2401.00036</a>	INTEREST & EARNINGS.OUTHUSE...	0.00	0.00	0.00	43.83	43.83	0.00 %
<a href="#">HH100.2401.00037</a>	INTEREST & EARNINGS.FIRE STATIO...	0.00	0.00	11.54	194.83	194.83	0.00 %
<a href="#">HH100.2401.00038</a>	INTEREST & EARNINGS.COMPLETE ...	0.00	0.00	123.66	1,395.47	1,395.47	0.00 %
<a href="#">HH100.2401.00039</a>	INTEREST & EARNINGS.HWY ROAD...	0.00	0.00	5,766.50	19,342.83	19,342.83	0.00 %
<a href="#">HH100.2401.00040</a>	INTEREST & EARNINGS.CR 4 SEWER	0.00	0.00	0.00	4.06	4.06	0.00 %
<a href="#">HH100.5031.00033</a>	INTERFUND TRAFER.ARP FUNDS	0.00	0.00	0.00	1,092,158.00	1,092,158.00	0.00 %
<a href="#">HH100.5031.00034</a>	INTERFUND TRANSFER.GATEWAY S...	0.00	0.00	0.00	30,000.00	30,000.00	0.00 %
<a href="#">HH100.5031.00038</a>	INTERFUND TRANSFER.COMPLETE ...	0.00	0.00	0.00	418,288.00	418,288.00	0.00 %
<a href="#">HH100.5031.00039</a>	INTERFUND TRANSFER.HWY ROAD...	0.00	0.00	0.00	839,932.00	839,932.00	0.00 %
<a href="#">HH100.5031.00040</a>	INTERFUND TRANSFER.CR 4 SEWER	0.00	0.00	0.00	8,095.00	8,095.00	0.00 %
<a href="#">HH100.5031.00042</a>	INTERFUND TRANSFER.TH RENO	0.00	0.00	0.00	63,500.00	63,500.00	0.00 %
<a href="#">HH100.5031.00043</a>	INTERFUND TRANSFER.NORTH RD ...	0.00	0.00	0.00	266,780.00	266,780.00	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>12,270.92</b>	<b>2,764,610.73</b>	<b>2,764,610.73</b>	<b>0.00 %</b>
<b>Expense</b>							
<a href="#">HH100.1440.200.00033</a>	ENGINEERING.ARP FUNDS	0.00	0.00	1,025.00	2,875.00	-2,875.00	0.00 %
<a href="#">HH100.1440.200.00038</a>	ENGINEERING.CAPITAL.COMPLETE ...	0.00	0.00	25,740.00	140,140.00	-140,140.00	0.00 %
<a href="#">HH100.1440.200.00039</a>	ENGINEERING.CAPITAL.HWY ROA...	0.00	0.00	2,412.45	101,622.50	-101,622.50	0.00 %
<a href="#">HH100.1440.200.00040</a>	ENGINEERING.CAPITAL.CR 4 SEWER	0.00	0.00	0.00	14,102.78	-14,102.78	0.00 %
<a href="#">HH100.1440.200.00041</a>	ENGINEERING.CAPITAL.JULY 2023 F...	0.00	0.00	4,200.00	8,551.40	-8,551.40	0.00 %
<a href="#">HH100.1440.200.00042</a>	ENGINEERING.CAPITAL.TH RENO	0.00	0.00	29,000.00	29,000.00	-29,000.00	0.00 %
<a href="#">HH100.1440.200.00043</a>	ENGINEERING.CAPITAL.NORTH RD ...	0.00	0.00	5,572.50	5,572.50	-5,572.50	0.00 %
<a href="#">HH100.1440.202.00036</a>	ENGINEERING.OUTHUSE WEST.P...	0.00	0.00	3,335.00	29,710.00	-29,710.00	0.00 %
<a href="#">HH100.1440.205.00033</a>	ENGINEERING.CAPITAL.ARP.ONAN...	0.00	0.00	1,000.00	43,026.70	-43,026.70	0.00 %
<a href="#">HH100.1440.210.00033</a>	ENGINEERING.CAPITAL.ARP.SENEC...	0.00	0.00	0.00	17,750.00	-17,750.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">HH100.1440.215.00033</a>	ENGINEERING.CAPITAL.ARP.CR 28 S...	0.00	0.00	0.00	16,800.00	-16,800.00	0.00 %
<a href="#">HH100.1460.400.00032</a>	RECORDS MGMT.CONT.LGRMIF	0.00	0.00	0.00	11,426.00	-11,426.00	0.00 %
<a href="#">HH100.1620.200.00037</a>	BUILDINGS.CAPITAL.FIRE STATION 2...	0.00	0.00	0.00	49,181.96	-49,181.96	0.00 %
<a href="#">HH100.3310.200.00034</a>	TRAFFIC.CAPITAL.GATEWAY SIGNS	0.00	0.00	0.00	7,675.00	-7,675.00	0.00 %
<a href="#">HH100.5110.200.00039</a>	HIGHWAY.CAPITAL. HWY ROADWAY..	0.00	0.00	499,635.65	805,818.60	-805,818.60	0.00 %
<a href="#">HH100.7110.200.00041</a>	PARKS.EQUIP & CAP OUTLAY.JULY ...	0.00	0.00	4,847.67	31,202.99	-31,202.99	0.00 %
<a href="#">HH100.7110.202.00036</a>	PARK CAPITAL.OUTHUSE WEST.P...	0.00	0.00	3,159.53	21,373.57	-21,373.57	0.00 %
<a href="#">HH100.7110.203.00036</a>	PARK CAPITAL.OUTHUSE WEST.P...	0.00	0.00	0.00	250.00	-250.00	0.00 %
<a href="#">HH100.8097.200.00031</a>	PLANNING & SURVEYS.HISTORICAL ...	0.00	0.00	0.00	12,590.50	-12,590.50	0.00 %
Expense Total:		0.00	0.00	579,927.80	1,348,669.50	-1,348,669.50	0.00 %
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):		0.00	0.00	-567,656.88	1,415,941.23	1,415,941.23	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
<a href="#">SD600.1030.00000</a>	SPECIAL ASSESSMENT.RT 332 DRAI...	9,984.00	9,984.00	0.00	9,984.00	0.00	0.00 %
<a href="#">SD600.2401.00000</a>	INTEREST & EARNINGS.RT 332 DRA...	90.00	90.00	50.63	511.48	421.48	568.31 %
<a href="#">SD600.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
Revenue Total:		15,074.00	15,074.00	50.63	10,495.48	-4,578.52	30.37 %
Expense							
<a href="#">SD600.8520.400.00000</a>	MAINTENANCE..RT 332 DRAINAGE ...	15,074.00	15,074.00	0.00	4,953.90	10,120.10	67.14 %
Expense Total:		15,074.00	15,074.00	0.00	4,953.90	10,120.10	67.14 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	50.63	5,541.58	5,541.58	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
<a href="#">SD605.1030.00000</a>	SPECIAL ASSESSMENT.LAKEWOOD ...	1,932.00	1,932.00	0.00	1,932.00	0.00	0.00 %
<a href="#">SD605.2401.00000</a>	INTEREST & EARNINGS.LAKEWOOD...	18.00	18.00	10.43	104.41	86.41	580.06 %
Revenue Total:		1,950.00	1,950.00	10.43	2,036.41	86.41	4.43 %
Expense							
<a href="#">SD605.8520.400.00000</a>	MAINTENANCE..LAKEWOOD MEAD...	1,950.00	1,950.00	0.00	0.00	1,950.00	100.00 %
Expense Total:		1,950.00	1,950.00	0.00	0.00	1,950.00	100.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ...		0.00	0.00	10.43	2,036.41	2,036.41	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
<a href="#">SD610.2401.00000</a>	INTEREST & EARNINGS.ASHTON DR...	8.00	8.00	6.51	65.21	57.21	815.13 %
Revenue Total:		8.00	8.00	6.51	65.21	57.21	715.13 %
Expense							
<a href="#">SD610.8520.400.00000</a>	MAINTENANCE..ASHTON DRAINAGE..	8.00	8.00	0.00	0.00	8.00	100.00 %
Expense Total:		8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	6.51	65.21	65.21	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
<a href="#">SD615.2401.00000</a>	INTEREST & EARNINGS.FOX RIDGE ...	22.00	22.00	15.32	153.41	131.41	697.32 %
Revenue Total:		22.00	22.00	15.32	153.41	131.41	597.32 %
Expense							
<a href="#">SD615.8520.400.00000</a>	MAINTENANCE..FOX RIDGE DRAIN...	22.00	22.00	0.00	0.00	22.00	100.00 %
Expense Total:		22.00	22.00	0.00	0.00	22.00	100.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	15.32	153.41	153.41	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
<a href="#">SD620.2401.00000</a>	INTEREST & EARNINGS.LANDINGS ...	5.00	5.00	3.41	34.15	29.15	683.00 %
Revenue Total:		5.00	5.00	3.41	34.15	29.15	583.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
<a href="#">SD620.8520.400.00000</a>	MAINTENANCE..LANDINGS DRAINAGE DISTRICT	5.00	5.00	0.00	0.00	5.00	100.00 %
<b>Expense Total:</b>		<b>5.00</b>	<b>5.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>100.00 %</b>
<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>3.41</b>	<b>34.15</b>	<b>34.15</b>	<b>0.00 %</b>
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD625.2401.00000</a>	INTEREST & EARNINGS.OLD BROOKSIDE DRAINAGE DISTRICT	8.00	8.00	6.13	61.38	53.38	767.25 %
<b>Revenue Total:</b>		<b>8.00</b>	<b>8.00</b>	<b>6.13</b>	<b>61.38</b>	<b>53.38</b>	<b>667.25 %</b>
<b>Expense</b>							
<a href="#">SD625.8520.400.00000</a>	MAINTENANCE..OLD BROOKSIDE DRAINAGE DISTRICT	8.00	8.00	0.00	0.00	8.00	100.00 %
<b>Expense Total:</b>		<b>8.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>100.00 %</b>
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>6.13</b>	<b>61.38</b>	<b>61.38</b>	<b>0.00 %</b>
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD630.2401.00000</a>	INTEREST & EARNINGS.LAKESIDE ESTATES DRAINAGE DISTRICT	5.00	5.00	4.23	42.40	37.40	848.00 %
<b>Revenue Total:</b>		<b>5.00</b>	<b>5.00</b>	<b>4.23</b>	<b>42.40</b>	<b>37.40</b>	<b>748.00 %</b>
<b>Expense</b>							
<a href="#">SD630.8520.400.00000</a>	MAINTENANCE..LAKESIDE ESTATES DRAINAGE DISTRICT	5.00	5.00	0.00	0.00	5.00	100.00 %
<b>Expense Total:</b>		<b>5.00</b>	<b>5.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>100.00 %</b>
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>4.23</b>	<b>42.40</b>	<b>42.40</b>	<b>0.00 %</b>
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD635.1030.00000</a>	SPECIAL ASSESSMENT.WATERFORD POINT DRAINAGE DISTRICT	1,610.00	1,610.00	0.00	1,610.00	0.00	0.00 %
<a href="#">SD635.2401.00000</a>	INTEREST & EARNINGS.WATERFORD POINT DRAINAGE DISTRICT	5.00	5.00	6.68	66.87	61.87	1,337.40 %
<a href="#">SD635.9000.00000</a>	APPROPRIATED FDBD FOR BUDGETING	6,890.00	6,890.00	0.00	0.00	-6,890.00	100.00 %
<b>Revenue Total:</b>		<b>8,505.00</b>	<b>8,505.00</b>	<b>6.68</b>	<b>1,676.87</b>	<b>-6,828.13</b>	<b>80.28 %</b>
<b>Expense</b>							
<a href="#">SD635.8520.400.00000</a>	MAINTENANCE..WATERFORD POINT DRAINAGE DISTRICT	8,505.00	8,505.00	0.00	0.00	8,505.00	100.00 %
<b>Expense Total:</b>		<b>8,505.00</b>	<b>8,505.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,505.00</b>	<b>100.00 %</b>
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>6.68</b>	<b>1,676.87</b>	<b>1,676.87</b>	<b>0.00 %</b>
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD640.2401.00000</a>	INTEREST & EARNINGS.STABLEGATE DRAINAGE DISTRICT	8.00	8.00	8.06	80.77	72.77	1,009.63 %
<b>Revenue Total:</b>		<b>8.00</b>	<b>8.00</b>	<b>8.06</b>	<b>80.77</b>	<b>72.77</b>	<b>909.63 %</b>
<b>Expense</b>							
<a href="#">SD640.8520.400.00000</a>	MAINTENANCE..STABLEGATE DRAINAGE DISTRICT	8.00	8.00	0.00	0.00	8.00	100.00 %
<b>Expense Total:</b>		<b>8.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>100.00 %</b>
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>8.06</b>	<b>80.77</b>	<b>80.77</b>	<b>0.00 %</b>
<b>Fund: SF450 - FIRE PROTECTION</b>							
<b>Revenue</b>							
<a href="#">SF450.1001.00000</a>	REAL PROPERTY TAXES.FIRE PROTECTION DISTRICT	1,365,000.00	1,365,000.00	0.00	1,365,000.00	0.00	0.00 %
<a href="#">SF450.1120.00000</a>	NON PROPERTY SALES TAX	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00 %
<a href="#">SF450.2401.00000</a>	INTEREST & EARNINGS.FIRE PROTECTION DISTRICT	200.00	200.00	22.55	1,401.42	1,201.42	700.71 %
<a href="#">SF450.9000.00000</a>	APPROPRIATED FUND BALANCE FOR FIRE PROTECTION	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
<b>Revenue Total:</b>		<b>1,490,200.00</b>	<b>1,490,200.00</b>	<b>22.55</b>	<b>1,466,401.42</b>	<b>-23,798.58</b>	<b>1.60 %</b>
<b>Expense</b>							
<a href="#">SF450.3410.400.00000</a>	FIRE PROTECTION DISTRICT AGREEMENT	1,490,200.00	1,490,200.00	0.00	1,490,000.00	200.00	0.01 %
<b>Expense Total:</b>		<b>1,490,200.00</b>	<b>1,490,200.00</b>	<b>0.00</b>	<b>1,490,000.00</b>	<b>200.00</b>	<b>0.01 %</b>
<b>Fund: SF450 - FIRE PROTECTION Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>22.55</b>	<b>-23,598.58</b>	<b>-23,598.58</b>	<b>0.00 %</b>
<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SL700.1001.00000</a>	REAL PROPERTY TAXES.CENTERPOINT LIGHTING DISTRICT	1,808.00	1,808.00	0.00	1,808.00	0.00	0.00 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SL700.2401.00000</a>	INTEREST & EARNINGS.CENTERPOI...	6.00	6.00	0.99	13.41	7.41	223.50 %
	<b>Revenue Total:</b>	<b>1,814.00</b>	<b>1,814.00</b>	<b>0.99</b>	<b>1,821.41</b>	<b>7.41</b>	<b>0.41 %</b>
	<b>Expense</b>						
<a href="#">SL700.5182.200.00000</a>	STREET LIGHTING.CAP EQUIP.CENT...	6.00	6.00	0.00	0.00	6.00	100.00 %
<a href="#">SL700.5182.400.00000</a>	UTILITIES ELECTRIC..CENTERPOINT L...	1,808.00	1,808.00	192.68	1,687.98	120.02	6.64 %
	<b>Expense Total:</b>	<b>1,814.00</b>	<b>1,814.00</b>	<b>192.68</b>	<b>1,687.98</b>	<b>126.02</b>	<b>6.95 %</b>
	<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-191.69</b>	<b>133.43</b>	<b>133.43</b>	<b>0.00 %</b>
	<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL705.1001.00000</a>	REAL PROPERTY TAXES.FOX RIDGE L...	13,100.00	13,100.00	0.00	13,100.00	0.00	0.00 %
<a href="#">SL705.2401.00000</a>	INTEREST & EARNINGS.FOX RIDGE L...	6.00	6.00	1.63	37.25	31.25	620.83 %
<a href="#">SL705.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	1,794.00	1,794.00	0.00	0.00	-1,794.00	100.00 %
	<b>Revenue Total:</b>	<b>14,900.00</b>	<b>14,900.00</b>	<b>1.63</b>	<b>13,137.25</b>	<b>-1,762.75</b>	<b>11.83 %</b>
	<b>Expense</b>						
<a href="#">SL705.5182.400.00000</a>	UTILITIES ELECTRIC..FOX RIDGE LIG...	10,900.00	10,900.00	914.52	9,073.54	1,826.46	16.76 %
<a href="#">SL705.5182.401.00000</a>	STREET LIGHTING.MAINTENANCE.F...	4,000.00	4,000.00	127.74	127.74	3,872.26	96.81 %
	<b>Expense Total:</b>	<b>14,900.00</b>	<b>14,900.00</b>	<b>1,042.26</b>	<b>9,201.28</b>	<b>5,698.72</b>	<b>38.25 %</b>
	<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,040.63</b>	<b>3,935.97</b>	<b>3,935.97</b>	<b>0.00 %</b>
	<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL710.2401.00000</a>	INTEREST & EARNINGS.LANDINGS L...	1.00	1.00	0.56	5.62	4.62	562.00 %
	<b>Revenue Total:</b>	<b>1.00</b>	<b>1.00</b>	<b>0.56</b>	<b>5.62</b>	<b>4.62</b>	<b>462.00 %</b>
	<b>Expense</b>						
<a href="#">SL710.5182.400.00000</a>	UTILITIES ELECTRIC..LANDINGS LIG...	1.00	1.00	0.00	0.00	1.00	100.00 %
	<b>Expense Total:</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>100.00 %</b>
	<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.56</b>	<b>5.62</b>	<b>5.62</b>	<b>0.00 %</b>
	<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL715.1001.00000</a>	REAL PROPERTY TAXES.LAKEWOOD...	530.00	530.00	0.00	530.00	0.00	0.00 %
<a href="#">SL715.2401.00000</a>	INTEREST & EARNINGS.LAKEWOOD...	3.00	3.00	1.45	15.64	12.64	521.33 %
	<b>Revenue Total:</b>	<b>533.00</b>	<b>533.00</b>	<b>1.45</b>	<b>545.64</b>	<b>12.64</b>	<b>2.37 %</b>
	<b>Expense</b>						
<a href="#">SL715.5182.240.00000</a>	UTILITIES-EQUIPMENT.LAKEWOOD...	210.00	210.00	127.74	127.74	82.26	39.17 %
<a href="#">SL715.5182.400.00000</a>	UTILITIES-ELECTRIC.LAKEWOOD ME...	323.00	323.00	32.79	288.35	34.65	10.73 %
	<b>Expense Total:</b>	<b>533.00</b>	<b>533.00</b>	<b>160.53</b>	<b>416.09</b>	<b>116.91</b>	<b>21.93 %</b>
	<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...)</b>	<b>0.00</b>	<b>0.00</b>	<b>-159.08</b>	<b>129.55</b>	<b>129.55</b>	<b>0.00 %</b>
	<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL720.1001.00000</a>	REAL PROPERTY TAXES.FALLBROOK...	1,597.00	1,597.00	0.00	1,597.00	0.00	0.00 %
<a href="#">SL720.2401.00000</a>	INTEREST & EARNINGS.FALLBROOK ...	3.00	3.00	0.89	11.99	8.99	399.67 %
	<b>Revenue Total:</b>	<b>1,600.00</b>	<b>1,600.00</b>	<b>0.89</b>	<b>1,608.99</b>	<b>8.99</b>	<b>0.56 %</b>
	<b>Expense</b>						
<a href="#">SL720.5182.400.00000</a>	UTILITIES ELECTRIC.FALLBROOK PA...	1,600.00	1,600.00	139.54	1,371.38	228.62	14.29 %
	<b>Expense Total:</b>	<b>1,600.00</b>	<b>1,600.00</b>	<b>139.54</b>	<b>1,371.38</b>	<b>228.62</b>	<b>14.29 %</b>
	<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-138.65</b>	<b>237.61</b>	<b>237.61</b>	<b>0.00 %</b>
	<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SM900.1001.00000</a>	REAL PROPERTY TAXES.UPTOWN BID	105,400.00	105,400.00	0.00	105,400.00	0.00	0.00 %
<a href="#">SM900.2401.00000</a>	INTEREST & EARNINGS.UPTOWN BID	100.00	100.00	5.61	365.09	265.09	365.09 %
	<b>Revenue Total:</b>	<b>105,500.00</b>	<b>105,500.00</b>	<b>5.61</b>	<b>105,765.09</b>	<b>265.09</b>	<b>0.25 %</b>
	<b>Expense</b>						
<a href="#">SM900.5182.400.00000</a>	STREET LIGHTING-CONTRACTUAL.U...	26,000.00	12,400.00	0.00	0.00	12,400.00	100.00 %
<a href="#">SM900.7110.200.00000</a>	PARKS.EQUIP & CAP OUTLAY.UPT...	0.00	93,100.00	0.00	93,089.00	11.00	0.01 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SM900.8510.400.00000</a>	COMMUNITY BEAUTIF - CONT.UPT...	15,500.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">SM900.9730.600.00000</a>	BAN DEBT PRINCIPAL	28,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">SM900.9730.700.00000</a>	BAN DEBT INTEREST	36,000.00	0.00	0.00	0.00	0.00	0.00 %
	<b>Expense Total:</b>	<b>105,500.00</b>	<b>105,500.00</b>	<b>0.00</b>	<b>93,089.00</b>	<b>12,411.00</b>	<b>11.76 %</b>
<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...</b>		<b>0.00</b>	<b>0.00</b>	<b>5.61</b>	<b>12,676.09</b>	<b>12,676.09</b>	<b>0.00 %</b>
<b>Fund: SS800 - SANITARY SEWER</b>							
<b>Revenue</b>							
<a href="#">SS800.1030.00000</a>	SPECIAL ASSESSMENTS..PURDY/M...	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
<a href="#">SS800.2401.00000</a>	INTEREST & EARNINGS.SEWER	14.00	14.00	0.06	73.24	59.24	523.14 %
	<b>Revenue Total:</b>	<b>18,224.00</b>	<b>18,224.00</b>	<b>0.06</b>	<b>18,283.24</b>	<b>59.24</b>	<b>0.33 %</b>
<b>Expense</b>							
<a href="#">SS800.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.PURDY/...	18,210.00	18,210.00	18,210.00	18,210.00	0.00	0.00 %
<a href="#">SS800.9710.700.00000</a>	SERIAL BONDS.INTEREST.PURDY/M...	14.00	14.00	0.00	0.00	14.00	100.00 %
	<b>Expense Total:</b>	<b>18,224.00</b>	<b>18,224.00</b>	<b>18,210.00</b>	<b>18,210.00</b>	<b>14.00</b>	<b>0.08 %</b>
<b>Fund: SS800 - SANITARY SEWER Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-18,209.94</b>	<b>73.24</b>	<b>73.24</b>	<b>0.00 %</b>
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW500.1001.00000</a>	REAL PROPERTY TAXES.CANDGA C...	695,000.00	695,000.00	0.00	695,000.00	0.00	0.00 %
<a href="#">SW500.2140.00000</a>	WATER QUARTERLY SALES.CANDGA...	725,000.00	725,000.00	250,309.81	701,994.59	-23,005.41	3.17 %
<a href="#">SW500.2142.00000</a>	WATER FILL STATION SALES.CANDG...	2,000.00	2,000.00	385.25	1,982.76	-17.24	0.86 %
<a href="#">SW500.2144.00000</a>	WATER NEW SERVICES.CANDGA C...	25,000.00	25,000.00	5,900.00	29,076.00	4,076.00	116.30 %
<a href="#">SW500.2148.00000</a>	PENALTY ON WATER.CANDGA CONS..	5,000.00	5,000.00	3,252.88	8,961.53	3,961.53	179.23 %
<a href="#">SW500.2389.00000</a>	INTEREST OTHER GOVT	1,713.00	1,713.00	0.00	0.00	-1,713.00	100.00 %
<a href="#">SW500.2401.00000</a>	INTEREST & EARNINGS.CANANDAI...	4,500.00	4,500.00	5,168.65	51,928.25	47,428.25	1,153.96 %
<a href="#">SW500.2655.00000</a>	SALES - OTHER-REPAIRS/REPLACEM...	2,500.00	2,500.00	0.00	61.20	-2,438.80	97.55 %
<a href="#">SW500.3991.00000</a>	ST AID. WATER CAP PROJECT.CAND...	150,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">SW500.5031.00000</a>	INTERFUND TRANSFERS.CANDGA C...	14,814.00	14,814.00	0.00	14,814.00	0.00	0.00 %
<a href="#">SW500.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	373,850.00	523,850.00	0.00	0.00	-523,850.00	100.00 %
	<b>Revenue Total:</b>	<b>1,999,377.00</b>	<b>1,999,377.00</b>	<b>265,016.59</b>	<b>1,503,818.33</b>	<b>-495,558.67</b>	<b>24.79 %</b>
<b>Expense</b>							
<a href="#">SW500.1910.400.00000</a>	UNALLOCATED INS.CONTRACTUAL....	13,500.00	13,500.00	0.00	13,238.00	262.00	1.94 %
<a href="#">SW500.1990.400.00000</a>	CONTINGENCY.CONTRACTUAL.CAN...	25,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">SW500.8310.120.00000</a>	WATER ADMIN.SUPER.SALARY.CAN...	55,000.00	55,000.00	6,346.14	50,769.12	4,230.88	7.69 %
<a href="#">SW500.8310.121.00000</a>	WATER ADMIN.CLERK.CDGA CONS...	15,000.00	15,000.00	3,008.25	11,567.25	3,432.75	22.89 %
<a href="#">SW500.8310.122.00000</a>	WATER ADMIN.SENIOR CLERK.CDGA..	25,131.00	25,131.00	2,486.00	20,198.00	4,933.00	19.63 %
<a href="#">SW500.8310.131.00000</a>	WATER ADMIN.MAINASST.CANDGA...	183,305.00	183,305.00	20,724.81	172,189.04	11,115.96	6.06 %
<a href="#">SW500.8310.200.00000</a>	WATER ADMIN.CAP EQUIP.CANDGA...	37,501.00	22,774.50	0.00	13,515.81	9,258.69	40.65 %
<a href="#">SW500.8310.400.00000</a>	WATER ADMIN.CONTRACTUAL.CA...	5,340.00	5,340.00	269.78	2,580.83	2,759.17	51.67 %
<a href="#">SW500.8310.410.00000</a>	WATER ADMIN.LEGAL SERVICES.CA...	10,000.00	8,000.00	148.50	456.00	7,544.00	94.30 %
<a href="#">SW500.8310.420.00000</a>	WATER ADMIN.METER READING.C...	30,000.00	45,000.00	2,887.49	34,156.26	10,843.74	24.10 %
<a href="#">SW500.8310.423.00000</a>	WATER ADMIN.VEHICLE GPS.CAND...	1,000.00	1,000.00	56.85	568.50	431.50	43.15 %
<a href="#">SW500.8310.424.00000</a>	WATER ADMIN.TRAINING & DUES....	3,000.00	6,000.00	0.00	4,061.28	1,938.72	32.31 %
<a href="#">SW500.8310.450.00000</a>	WATER ADMIN.ENGINEERING.CAN...	55,000.00	55,000.00	1,932.50	49,734.50	5,265.50	9.57 %
<a href="#">SW500.8320.400.00000</a>	WATER PURCHASES.CONT.CANDGA...	505,000.00	505,000.00	0.00	415,370.74	89,629.26	17.75 %
<a href="#">SW500.8320.420.00000</a>	WATER PURCHASES.UTILITIES.CAN...	56,000.00	56,000.00	3,521.47	49,487.52	6,512.48	11.63 %
<a href="#">SW500.8340.440.00000</a>	SERVICES & MAINT.SERVICES & MA...	165,300.00	225,300.00	13,795.11	206,168.39	19,131.61	8.49 %
<a href="#">SW500.8397.200.00000</a>	WATER CAP PROJECTS.CAP EQUIP....	219,600.00	199,600.00	0.00	172,441.40	27,158.60	13.61 %
<a href="#">SW500.8397.400.00000</a>	WATER CAPITAL PROJECTS.CONT.C...	200,000.00	180,000.00	0.00	31,925.62	148,074.38	82.26 %
<a href="#">SW500.9010.800.00000</a>	NYS RETIREMENT..CANDGA CONS ...	20,825.00	20,825.00	15,037.75	15,037.75	5,787.25	27.79 %
<a href="#">SW500.9030.800.00000</a>	SOCIAL SECURITY...CANDGA CONS ...	16,500.00	19,000.00	2,450.46	18,324.97	675.03	3.55 %
<a href="#">SW500.9040.800.00000</a>	WORKERS COMPENSATION...CAND...	5,950.00	5,950.00	0.00	5,910.58	39.42	0.66 %
<a href="#">SW500.9050.800.00000</a>	UNEMPLOYMENT INSURANCE.CAN...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">SW500.9055.800.00000</a>	DISABILITY INSURANCE...CANDGA ...	100.00	100.00	17.28	66.60	33.40	33.40 %
<a href="#">SW500.9060.810.00000</a>	HOSPITAL/MEDICAL INSURANCE.C...	29,525.00	29,525.00	2,605.99	27,962.56	1,562.44	5.29 %
<a href="#">SW500.9060.811.00000</a>	DENTAL INSURANCE.CANDGA CONS...	2,200.00	4,700.00	281.47	3,079.16	1,620.84	34.49 %
<a href="#">SW500.9060.820.00000</a>	HOSPITAL/MEDICAL INSURANCE.B...	3,000.00	3,000.00	461.52	2,692.20	307.80	10.26 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SW500.9060.830.00000</a>	HOSPITAL/MEDICAL INS.HSA ACCO...	11,500.00	11,500.00	0.00	11,500.00	0.00	0.00 %
<a href="#">SW500.9090.876.00000</a>	EMP BENEFIT VAC BUYBACK	2,000.00	2,000.00	1,198.40	1,198.40	801.60	40.08 %
<a href="#">SW500.9710.600.00000</a>	SERIAL BONDS PRINCIPAL	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
<a href="#">SW500.9710.700.00000</a>	SERIAL BONDS INTEREST	62,100.00	62,100.00	0.00	31,050.00	31,050.00	50.00 %
<b>Expense Total:</b>		<b>1,999,377.00</b>	<b>2,000,650.50</b>	<b>77,229.77</b>	<b>1,365,250.48</b>	<b>635,400.02</b>	<b>31.76 %</b>
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...</b>		<b>0.00</b>	<b>-1,273.50</b>	<b>187,786.82</b>	<b>138,567.85</b>	<b>139,841.35</b>	<b>10,980.87 %</b>
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW505.1001.00000</a>	REAL PROPERTY TAXES.CANDGA BR...	12,624.00	12,624.00	0.00	12,624.00	0.00	0.00 %
<a href="#">SW505.1030.00000</a>	SPECIAL ASSESSMENT.CANDGA BRI...	60,962.00	60,962.00	0.00	60,962.00	0.00	0.00 %
<a href="#">SW505.2401.00000</a>	INTEREST & EARNINGS.CANANDAI...	0.00	0.00	29.88	338.85	338.85	0.00 %
<a href="#">SW505.3991.00000</a>	STATE AID CAP PROJ	0.00	0.00	0.00	22,000.00	22,000.00	0.00 %
<a href="#">SW505.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	10,068.00	10,068.00	0.00	0.00	-10,068.00	100.00 %
<b>Revenue Total:</b>		<b>83,654.00</b>	<b>83,654.00</b>	<b>29.88</b>	<b>95,924.85</b>	<b>12,270.85</b>	<b>14.67 %</b>
<b>Expense</b>							
<a href="#">SW505.8310.400.00000</a>	LEGAL EXPENSE..CANDGA BRISTOL ...	0.00	0.00	0.00	610.50	-610.50	0.00 %
<a href="#">SW505.8340.400.00000</a>	SERVICES & MAINTENANCE.CONT....	20,500.00	20,500.00	0.00	0.00	20,500.00	100.00 %
<a href="#">SW505.9710.600.00000</a>	SERIAL BONDS BRISTOL.PRINCIPAL....	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">SW505.9710.700.00000</a>	SERIAL BONDS BRISTOL.INTEREST.C...	37,725.00	37,725.00	0.00	18,862.50	18,862.50	50.00 %
<a href="#">SW505.9903.900.00000</a>	TRANSFER/WATER-MAINT.CANDGA...	1,919.00	1,919.00	0.00	1,919.00	0.00	0.00 %
<a href="#">SW505.9903.901.00000</a>	TRANSFER/WATER-MAINT...CANDG...	3,510.00	3,510.00	0.00	3,510.00	0.00	0.00 %
<b>Expense Total:</b>		<b>83,654.00</b>	<b>83,654.00</b>	<b>0.00</b>	<b>24,902.00</b>	<b>58,752.00</b>	<b>70.23 %</b>
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...</b>		<b>0.00</b>	<b>0.00</b>	<b>29.88</b>	<b>71,022.85</b>	<b>71,022.85</b>	<b>0.00 %</b>
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW515.1001.00000</a>	REAL PROPERTY TAXES.CANDGA-FA...	220,976.00	220,976.00	0.00	220,976.00	0.00	0.00 %
<a href="#">SW515.2401.00000</a>	INTEREST & EARNINGS.CANANDAI...	40.00	40.00	24.16	313.31	273.31	783.28 %
<b>Revenue Total:</b>		<b>221,016.00</b>	<b>221,016.00</b>	<b>24.16</b>	<b>221,289.31</b>	<b>273.31</b>	<b>0.12 %</b>
<b>Expense</b>							
<a href="#">SW515.8350.400.00000</a>	FARM.COMMON WATER.CONTRAC...	220,976.00	220,976.00	0.00	220,976.00	0.00	0.00 %
<a href="#">SW515.8389.400.00000</a>	CDGA.COMMON WATER.CONTRAC...	40.00	40.00	0.00	0.00	40.00	100.00 %
<b>Expense Total:</b>		<b>221,016.00</b>	<b>221,016.00</b>	<b>0.00</b>	<b>220,976.00</b>	<b>40.00</b>	<b>0.02 %</b>
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...</b>		<b>0.00</b>	<b>0.00</b>	<b>24.16</b>	<b>313.31</b>	<b>313.31</b>	<b>0.00 %</b>
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW525.1001.00000</a>	REAL PROPERTY TAXES.MCINTYRE ...	7,243.00	7,243.00	0.00	7,243.00	0.00	0.00 %
<a href="#">SW525.2401.00000</a>	INTEREST & EARNINGS.MCINTYRE ...	8.00	8.00	3.76	45.11	37.11	563.88 %
<a href="#">SW525.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
<b>Revenue Total:</b>		<b>8,351.00</b>	<b>8,351.00</b>	<b>3.76</b>	<b>7,288.11</b>	<b>-1,062.89</b>	<b>12.73 %</b>
<b>Expense</b>							
<a href="#">SW525.8340.400.00000</a>	SERVICES & MAINTENANCE.CONT....	787.00	787.00	0.00	0.00	787.00	100.00 %
<a href="#">SW525.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.MCINTYR...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">SW525.9710.700.00000</a>	SERIAL BONDS.INTEREST.MCINTYRE...	3,384.00	3,384.00	0.00	1,692.00	1,692.00	50.00 %
<a href="#">SW525.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE...	1,180.00	1,180.00	0.00	1,180.00	0.00	0.00 %
<b>Expense Total:</b>		<b>8,351.00</b>	<b>8,351.00</b>	<b>0.00</b>	<b>2,872.00</b>	<b>5,479.00</b>	<b>65.61 %</b>
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>3.76</b>	<b>4,416.11</b>	<b>4,416.11</b>	<b>0.00 %</b>
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW530.1001.00000</a>	REAL PROPERTY TAXES.EMERSON A...	18,545.00	18,545.00	0.00	18,545.00	0.00	0.00 %
<a href="#">SW530.2401.00000</a>	INTEREST & EARNINGS.EMERSON A...	2.00	2.00	1.65	21.73	19.73	1,086.50 %
<b>Revenue Total:</b>		<b>18,547.00</b>	<b>18,547.00</b>	<b>1.65</b>	<b>18,566.73</b>	<b>19.73</b>	<b>0.11 %</b>
<b>Expense</b>							
<a href="#">SW530.8389.400.00000</a>	COMMON WATER.CONTRACTUAL....	4,815.00	4,815.00	0.00	4,815.00	0.00	0.00 %
<a href="#">SW530.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.EMERSON..	8,000.00	8,000.00	0.00	8,000.00	0.00	0.00 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SW530.9710.700.00000</a>	SERIAL BONDS.INTEREST.EMERSON...	5,732.00	5,732.00	0.00	5,732.00	0.00	0.00 %
<b>Expense Total:</b>		<b>18,547.00</b>	<b>18,547.00</b>	<b>0.00</b>	<b>18,547.00</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...</b>		<b>0.00</b>	<b>0.00</b>	<b>1.65</b>	<b>19.73</b>	<b>19.73</b>	<b>0.00 %</b>
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW535.1001.00000</a>	REAL PROPERTY TAXES.COUNTY RO...	15,146.00	15,146.00	0.00	15,146.00	0.00	0.00 %
<a href="#">SW535.2401.00000</a>	INTEREST & EARNINGS.EX 36 - COU...	12.00	12.00	6.47	77.89	65.89	649.08 %
<a href="#">SW535.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	500.00	500.00	0.00	0.00	-500.00	100.00 %
<b>Revenue Total:</b>		<b>15,658.00</b>	<b>15,658.00</b>	<b>6.47</b>	<b>15,223.89</b>	<b>-434.11</b>	<b>2.77 %</b>
<b>Expense</b>							
<a href="#">SW535.8340.400.00000</a>	SERVICES & MAIN.CONT.CO RD #30...	793.00	793.00	0.00	0.00	793.00	100.00 %
<a href="#">SW535.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.EX 36 - C...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">SW535.9710.700.00000</a>	SERIAL BONDS.INTEREST.CO RD #30...	8,675.00	8,675.00	0.00	4,337.50	4,337.50	50.00 %
<a href="#">SW535.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	1,190.00	1,190.00	0.00	1,190.00	0.00	0.00 %
<b>Expense Total:</b>		<b>15,658.00</b>	<b>15,658.00</b>	<b>0.00</b>	<b>5,527.50</b>	<b>10,130.50</b>	<b>64.70 %</b>
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..</b>		<b>0.00</b>	<b>0.00</b>	<b>6.47</b>	<b>9,696.39</b>	<b>9,696.39</b>	<b>0.00 %</b>
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW540.1001.00000</a>	REAL PROPERTY TAXES.HOPKINS GR...	12,294.00	12,294.00	0.00	12,294.00	0.00	0.00 %
<a href="#">SW540.2401.00000</a>	INTEREST & EARNINGS.HOPKINS GR...	11.00	11.00	5.51	68.77	57.77	625.18 %
<a href="#">SW540.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	1,800.00	1,800.00	0.00	0.00	-1,800.00	100.00 %
<b>Revenue Total:</b>		<b>14,105.00</b>	<b>14,105.00</b>	<b>5.51</b>	<b>12,362.77</b>	<b>-1,742.23</b>	<b>12.35 %</b>
<b>Expense</b>							
<a href="#">SW540.8340.400.00000</a>	SERVICES & MAIN.CONT.HOPKINS ...	1,707.00	1,707.00	0.00	0.00	1,707.00	100.00 %
<a href="#">SW540.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.HOPKINS...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">SW540.9710.700.00000</a>	SERIAL BONDS.INTEREST.HOPKINS ...	4,838.00	4,838.00	0.00	2,418.75	2,419.25	50.01 %
<a href="#">SW540.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	2,560.00	2,560.00	0.00	2,560.00	0.00	0.00 %
<b>Expense Total:</b>		<b>14,105.00</b>	<b>14,105.00</b>	<b>0.00</b>	<b>4,978.75</b>	<b>9,126.25</b>	<b>64.70 %</b>
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>5.51</b>	<b>7,384.02</b>	<b>7,384.02</b>	<b>0.00 %</b>
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW545.1001.00000</a>	REAL PROPERTY TAXES.HICKOX RO...	3,790.00	3,790.00	0.00	3,790.00	0.00	0.00 %
<a href="#">SW545.2401.00000</a>	INTEREST & EARNINGS.HICKOX RO...	1.00	1.00	1.01	25.36	24.36	2,536.00 %
<b>Revenue Total:</b>		<b>3,791.00</b>	<b>3,791.00</b>	<b>1.01</b>	<b>3,815.36</b>	<b>24.36</b>	<b>0.64 %</b>
<b>Expense</b>							
<a href="#">SW545.8340.440.00000</a>	SERVICES & MAINTENANCE.HICKOX...	757.00	757.00	0.00	0.00	757.00	100.00 %
<a href="#">SW545.9795.600.00000</a>	DEBT PRIN OTHER GOVT DUE TO O...	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00 %
<a href="#">SW545.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	534.00	534.00	0.00	534.00	0.00	0.00 %
<b>Expense Total:</b>		<b>3,791.00</b>	<b>3,791.00</b>	<b>0.00</b>	<b>3,034.00</b>	<b>757.00</b>	<b>19.97 %</b>
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>1.01</b>	<b>781.36</b>	<b>781.36</b>	<b>0.00 %</b>
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW550.1001.00000</a>	REAL PROPERTY TAXES.NOTT RD EX...	6,125.00	6,125.00	0.00	6,125.00	0.00	0.00 %
<a href="#">SW550.2401.00000</a>	INTEREST & EARNINGS.NOTT RD EX...	4.00	4.00	3.00	33.70	29.70	842.50 %
<a href="#">SW550.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	650.00	650.00	0.00	0.00	-650.00	100.00 %
<b>Revenue Total:</b>		<b>6,779.00</b>	<b>6,779.00</b>	<b>3.00</b>	<b>6,158.70</b>	<b>-620.30</b>	<b>9.15 %</b>
<b>Expense</b>							
<a href="#">SW550.8340.400.00000</a>	SERVICES & MAINTENANCE.CONTR...	467.00	467.00	0.00	0.00	467.00	100.00 %
<a href="#">SW550.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.NOTT RD ...	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">SW550.9710.700.00000</a>	SERIAL BONDS.INTEREST.NOTT RD ...	1,612.00	1,612.00	0.00	806.00	806.00	50.00 %
<a href="#">SW550.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	700.00	700.00	0.00	700.00	0.00	0.00 %
<b>Expense Total:</b>		<b>6,779.00</b>	<b>6,779.00</b>	<b>0.00</b>	<b>1,506.00</b>	<b>5,273.00</b>	<b>77.78 %</b>
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>4,652.70</b>	<b>4,652.70</b>	<b>0.00 %</b>

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW555.1001.00000</a>	REAL PROPERTY TAXES.CO RD 32 EX...	11,731.00	11,731.00	0.00	11,731.00	0.00	0.00 %
<a href="#">SW555.2401.00000</a>	INTEREST & EARNINGS.CO RD 32 EX...	7.00	7.00	1.96	44.27	37.27	632.43 %
	<b>Revenue Total:</b>	<b>11,738.00</b>	<b>11,738.00</b>	<b>1.96</b>	<b>11,775.27</b>	<b>37.27</b>	<b>0.32 %</b>
<b>Expense</b>							
<a href="#">SW555.8340.400.00000</a>	SERVICES & MAIN.CONT.CO RD 32 ...	480.00	480.00	0.00	0.00	480.00	100.00 %
<a href="#">SW555.9795.650.00000</a>	DEBT PRINCIPAL DUE TO OTHER G...	8,824.00	8,824.00	0.00	8,823.14	0.86	0.01 %
<a href="#">SW555.9795.700.00000</a>	DEBT INTEREST DUE TO OTHER GO...	1,713.00	1,713.00	0.00	1,712.86	0.14	0.01 %
<a href="#">SW555.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE.....	721.00	721.00	0.00	721.00	0.00	0.00 %
	<b>Expense Total:</b>	<b>11,738.00</b>	<b>11,738.00</b>	<b>0.00</b>	<b>11,257.00</b>	<b>481.00</b>	<b>4.10 %</b>
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>1.96</b>	<b>518.27</b>	<b>518.27</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>		<b>1.00</b>	<b>-127,285.62</b>	<b>-882,337.36</b>	<b>2,574,086.49</b>	<b>2,701,372.11</b>	<b>2,122.29 %</b>

## Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: AA100 - GENERAL FUND</b>						
Revenue	5,114,057.00	7,619,851.00	714,785.18	7,442,812.07	-177,038.93	2.32 %
Expense	5,114,056.00	7,673,367.41	563,643.85	7,183,447.60	489,919.81	6.38 %
<b>Fund: AA100 - GENERAL FUND Surplus (Deficit):</b>	<b>1.00</b>	<b>-53,516.41</b>	<b>151,141.33</b>	<b>259,364.47</b>	<b>312,880.88</b>	<b>584.64 %</b>
<b>Fund: AA231 - CONTINGENT/TAX RESERVE</b>						
Revenue	0.00	0.00	4,437.79	540,927.71	540,927.71	0.00 %
<b>Fund: AA231 - CONTINGENT/TAX RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,437.79</b>	<b>540,927.71</b>	<b>540,927.71</b>	<b>0.00 %</b>
<b>Fund: AA232 - CAMPUS REPAIR RESERVE</b>						
Revenue	0.00	0.00	944.49	9,448.37	9,448.37	0.00 %
<b>Fund: AA232 - CAMPUS REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>944.49</b>	<b>9,448.37</b>	<b>9,448.37</b>	<b>0.00 %</b>
<b>Fund: AA233 - TECHNOLOGY RESERVE</b>						
Revenue	0.00	0.00	211.72	2,118.13	2,118.13	0.00 %
<b>Fund: AA233 - TECHNOLOGY RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>211.72</b>	<b>2,118.13</b>	<b>2,118.13</b>	<b>0.00 %</b>
<b>Fund: AA234 - OPEN SPACE RESERVE</b>						
Revenue	0.00	0.00	3,690.44	53,134.33	53,134.33	0.00 %
Expense	0.00	0.00	305,000.00	305,000.00	-305,000.00	0.00 %
<b>Fund: AA234 - OPEN SPACE RESERVE Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-301,309.56</b>	<b>-251,865.67</b>	<b>-251,865.67</b>	<b>0.00 %</b>
<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE</b>						
Revenue	0.00	0.00	856.24	8,565.18	8,565.18	0.00 %
<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>856.24</b>	<b>8,565.18</b>	<b>8,565.18</b>	<b>0.00 %</b>
<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE</b>						
Revenue	0.00	0.00	992.46	9,928.22	9,928.22	0.00 %
<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>992.46</b>	<b>9,928.22</b>	<b>9,928.22</b>	<b>0.00 %</b>
<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE</b>						
Revenue	0.00	0.00	3,689.82	36,911.39	36,911.39	0.00 %
<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,689.82</b>	<b>36,911.39</b>	<b>36,911.39</b>	<b>0.00 %</b>
<b>Fund: CM100 - NEW RECREATION REVENUE FUND</b>						
Revenue	0.00	0.00	1,554.49	51,549.83	51,549.83	0.00 %
<b>Fund: CM100 - NEW RECREATION REVENUE FUND Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,554.49</b>	<b>51,549.83</b>	<b>51,549.83</b>	<b>0.00 %</b>
<b>Fund: DA100 - HIGHWAY</b>						
Revenue	4,360,645.00	4,852,204.71	12,251.89	3,944,154.37	-908,050.34	18.71 %
Expense	4,360,645.00	4,924,700.42	361,633.22	3,732,805.45	1,191,894.97	24.20 %
<b>Fund: DA100 - HIGHWAY Surplus (Deficit):</b>	<b>0.00</b>	<b>-72,495.71</b>	<b>-349,381.33</b>	<b>211,348.92</b>	<b>283,844.63</b>	<b>391.53 %</b>
<b>Fund: DA230 - HWY EQUIPMENT RESERVE</b>						
Revenue	0.00	0.00	1,436.04	14,365.58	14,365.58	0.00 %
<b>Fund: DA230 - HWY EQUIPMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,436.04</b>	<b>14,365.58</b>	<b>14,365.58</b>	<b>0.00 %</b>
<b>Fund: DA232 - HWY IMPROVEMENT RESERVE</b>						
Revenue	0.00	0.00	1,535.94	15,364.81	15,364.81	0.00 %
<b>Fund: DA232 - HWY IMPROVEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,535.94</b>	<b>15,364.81</b>	<b>15,364.81</b>	<b>0.00 %</b>
<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE</b>						
Revenue	0.00	0.00	945.74	9,460.62	9,460.62	0.00 %
<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>945.74</b>	<b>9,460.62</b>	<b>9,460.62</b>	<b>0.00 %</b>
<b>Fund: HH100 - CAPITAL PROJECTS</b>						
Revenue	0.00	0.00	12,270.92	2,764,610.73	2,764,610.73	0.00 %
Expense	0.00	0.00	579,927.80	1,348,669.50	-1,348,669.50	0.00 %
<b>Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-567,656.88</b>	<b>1,415,941.23</b>	<b>1,415,941.23</b>	<b>0.00 %</b>
<b>Fund: SD600 - RT 332 DRAINAGE DISTRICT</b>						
Revenue	15,074.00	15,074.00	50.63	10,495.48	-4,578.52	30.37 %
Expense	15,074.00	15,074.00	0.00	4,953.90	10,120.10	67.14 %
<b>Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>50.63</b>	<b>5,541.58</b>	<b>5,541.58</b>	<b>0.00 %</b>

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT</b>						
Revenue	1,950.00	1,950.00	10.43	2,036.41	86.41	4.43 %
Expense	1,950.00	1,950.00	0.00	0.00	1,950.00	100.00 %
<b>Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..</b>	<b>0.00</b>	<b>0.00</b>	<b>10.43</b>	<b>2,036.41</b>	<b>2,036.41</b>	<b>0.00 %</b>
<b>Fund: SD610 - ASHTON DRAINAGE DISTRICT</b>						
Revenue	8.00	8.00	6.51	65.21	57.21	715.13 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
<b>Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>6.51</b>	<b>65.21</b>	<b>65.21</b>	<b>0.00 %</b>
<b>Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT</b>						
Revenue	22.00	22.00	15.32	153.41	131.41	597.32 %
Expense	22.00	22.00	0.00	0.00	22.00	100.00 %
<b>Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>15.32</b>	<b>153.41</b>	<b>153.41</b>	<b>0.00 %</b>
<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT</b>						
Revenue	5.00	5.00	3.41	34.15	29.15	583.00 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.41</b>	<b>34.15</b>	<b>34.15</b>	<b>0.00 %</b>
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT</b>						
Revenue	8.00	8.00	6.13	61.38	53.38	667.25 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit)..</b>	<b>0.00</b>	<b>0.00</b>	<b>6.13</b>	<b>61.38</b>	<b>61.38</b>	<b>0.00 %</b>
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT</b>						
Revenue	5.00	5.00	4.23	42.40	37.40	748.00 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Defic..</b>	<b>0.00</b>	<b>0.00</b>	<b>4.23</b>	<b>42.40</b>	<b>42.40</b>	<b>0.00 %</b>
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT</b>						
Revenue	8,505.00	8,505.00	6.68	1,676.87	-6,828.13	80.28 %
Expense	8,505.00	8,505.00	0.00	0.00	8,505.00	100.00 %
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Def..</b>	<b>0.00</b>	<b>0.00</b>	<b>6.68</b>	<b>1,676.87</b>	<b>1,676.87</b>	<b>0.00 %</b>
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT</b>						
Revenue	8.00	8.00	8.06	80.77	72.77	909.63 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>8.06</b>	<b>80.77</b>	<b>80.77</b>	<b>0.00 %</b>
<b>Fund: SF450 - FIRE PROTECTION</b>						
Revenue	1,490,200.00	1,490,200.00	22.55	1,466,401.42	-23,798.58	1.60 %
Expense	1,490,200.00	1,490,200.00	0.00	1,490,000.00	200.00	0.01 %
<b>Fund: SF450 - FIRE PROTECTION Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>22.55</b>	<b>-23,598.58</b>	<b>-23,598.58</b>	<b>0.00 %</b>
<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT</b>						
Revenue	1,814.00	1,814.00	0.99	1,821.41	7.41	0.41 %
Expense	1,814.00	1,814.00	192.68	1,687.98	126.02	6.95 %
<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-191.69</b>	<b>133.43</b>	<b>133.43</b>	<b>0.00 %</b>
<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT</b>						
Revenue	14,900.00	14,900.00	1.63	13,137.25	-1,762.75	11.83 %
Expense	14,900.00	14,900.00	1,042.26	9,201.28	5,698.72	38.25 %
<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,040.63</b>	<b>3,935.97</b>	<b>3,935.97</b>	<b>0.00 %</b>
<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT</b>						
Revenue	1.00	1.00	0.56	5.62	4.62	462.00 %
Expense	1.00	1.00	0.00	0.00	1.00	100.00 %
<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.56</b>	<b>5.62</b>	<b>5.62</b>	<b>0.00 %</b>
<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT</b>						
Revenue	533.00	533.00	1.45	545.64	12.64	2.37 %
Expense	533.00	533.00	160.53	416.09	116.91	21.93 %
<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...</b>	<b>0.00</b>	<b>0.00</b>	<b>-159.08</b>	<b>129.55</b>	<b>129.55</b>	<b>0.00 %</b>
<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT</b>						
Revenue	1,600.00	1,600.00	0.89	1,608.99	8.99	0.56 %

## Budget Report-JM

For Fiscal: 2023 Period Ending: 11/30/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	1,600.00	1,600.00	139.54	1,371.38	228.62	14.29 %
<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-138.65</b>	<b>237.61</b>	<b>237.61</b>	<b>0.00 %</b>
<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT</b>						
Revenue	105,500.00	105,500.00	5.61	105,765.09	265.09	0.25 %
Expense	105,500.00	105,500.00	0.00	93,089.00	12,411.00	11.76 %
<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...</b>	<b>0.00</b>	<b>0.00</b>	<b>5.61</b>	<b>12,676.09</b>	<b>12,676.09</b>	<b>0.00 %</b>
<b>Fund: SS800 - SANITARY SEWER</b>						
Revenue	18,224.00	18,224.00	0.06	18,283.24	59.24	0.33 %
Expense	18,224.00	18,224.00	18,210.00	18,210.00	14.00	0.08 %
<b>Fund: SS800 - SANITARY SEWER Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-18,209.94</b>	<b>73.24</b>	<b>73.24</b>	<b>0.00 %</b>
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT</b>						
Revenue	1,999,377.00	1,999,377.00	265,016.59	1,503,818.33	-495,558.67	24.79 %
Expense	1,999,377.00	2,000,650.50	77,229.77	1,365,250.48	635,400.02	31.76 %
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...</b>	<b>0.00</b>	<b>-1,273.50</b>	<b>187,786.82</b>	<b>138,567.85</b>	<b>139,841.35</b>	<b>10,980.87 %</b>
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT</b>						
Revenue	83,654.00	83,654.00	29.88	95,924.85	12,270.85	14.67 %
Expense	83,654.00	83,654.00	0.00	24,902.00	58,752.00	70.23 %
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...</b>	<b>0.00</b>	<b>0.00</b>	<b>29.88</b>	<b>71,022.85</b>	<b>71,022.85</b>	<b>0.00 %</b>
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT</b>						
Revenue	221,016.00	221,016.00	24.16	221,289.31	273.31	0.12 %
Expense	221,016.00	221,016.00	0.00	220,976.00	40.00	0.02 %
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...</b>	<b>0.00</b>	<b>0.00</b>	<b>24.16</b>	<b>313.31</b>	<b>313.31</b>	<b>0.00 %</b>
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT</b>						
Revenue	8,351.00	8,351.00	3.76	7,288.11	-1,062.89	12.73 %
Expense	8,351.00	8,351.00	0.00	2,872.00	5,479.00	65.61 %
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.76</b>	<b>4,416.11</b>	<b>4,416.11</b>	<b>0.00 %</b>
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT</b>						
Revenue	18,547.00	18,547.00	1.65	18,566.73	19.73	0.11 %
Expense	18,547.00	18,547.00	0.00	18,547.00	0.00	0.00 %
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...</b>	<b>0.00</b>	<b>0.00</b>	<b>1.65</b>	<b>19.73</b>	<b>19.73</b>	<b>0.00 %</b>
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT</b>						
Revenue	15,658.00	15,658.00	6.47	15,223.89	-434.11	2.77 %
Expense	15,658.00	15,658.00	0.00	5,527.50	10,130.50	64.70 %
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..</b>	<b>0.00</b>	<b>0.00</b>	<b>6.47</b>	<b>9,696.39</b>	<b>9,696.39</b>	<b>0.00 %</b>
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT</b>						
Revenue	14,105.00	14,105.00	5.51	12,362.77	-1,742.23	12.35 %
Expense	14,105.00	14,105.00	0.00	4,978.75	9,126.25	64.70 %
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>5.51</b>	<b>7,384.02</b>	<b>7,384.02</b>	<b>0.00 %</b>
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT</b>						
Revenue	3,791.00	3,791.00	1.01	3,815.36	24.36	0.64 %
Expense	3,791.00	3,791.00	0.00	3,034.00	757.00	19.97 %
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>1.01</b>	<b>781.36</b>	<b>781.36</b>	<b>0.00 %</b>
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT</b>						
Revenue	6,779.00	6,779.00	3.00	6,158.70	-620.30	9.15 %
Expense	6,779.00	6,779.00	0.00	1,506.00	5,273.00	77.78 %
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>4,652.70</b>	<b>4,652.70</b>	<b>0.00 %</b>
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT</b>						
Revenue	11,738.00	11,738.00	1.96	11,775.27	37.27	0.32 %
Expense	11,738.00	11,738.00	0.00	11,257.00	481.00	4.10 %
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>1.96</b>	<b>518.27</b>	<b>518.27</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>1.00</b>	<b>-127,285.62</b>	<b>-882,337.36</b>	<b>2,574,086.49</b>	<b>2,701,372.11</b>	<b>2,122.29 %</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	1.00	-53,516.41	151,141.33	259,364.47	312,880.88
AA231 - CONTINGENT/TAX RESERV	0.00	0.00	4,437.79	540,927.71	540,927.71
AA232 - CAMPUS REPAIR RESERVE	0.00	0.00	944.49	9,448.37	9,448.37
AA233 - TECHNOLOGY RESERVE	0.00	0.00	211.72	2,118.13	2,118.13
AA234 - OPEN SPACE RESERVE	0.00	0.00	-301,309.56	-251,865.67	-251,865.67
AA235 - NYS EMPLOYEE SYSTEM R	0.00	0.00	856.24	8,565.18	8,565.18
AA237 - BONDED INDEBTEDNESS I	0.00	0.00	992.46	9,928.22	9,928.22
AA238 - SOLID WASTE MANAGEM	0.00	0.00	3,689.82	36,911.39	36,911.39
CM100 - NEW RECREATION REVEN	0.00	0.00	1,554.49	51,549.83	51,549.83
DA100 - HIGHWAY	0.00	-72,495.71	-349,381.33	211,348.92	283,844.63
DA230 - HWY EQUIPMENT RESERV	0.00	0.00	1,436.04	14,365.58	14,365.58
DA232 - HWY IMPROVEMENT RES	0.00	0.00	1,535.94	15,364.81	15,364.81
DA235 - SNOW/ICE REMOVAL RD I	0.00	0.00	945.74	9,460.62	9,460.62
HH100 - CAPITAL PROJECTS	0.00	0.00	-567,656.88	1,415,941.23	1,415,941.23
SD600 - RT 332 DRAINAGE DISTRIC	0.00	0.00	50.63	5,541.58	5,541.58
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	10.43	2,036.41	2,036.41
SD610 - ASHTON DRAINAGE DISTR	0.00	0.00	6.51	65.21	65.21
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	15.32	153.41	153.41
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	3.41	34.15	34.15
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	6.13	61.38	61.38
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	4.23	42.40	42.40
SD635 - WATERFORD POINT DRAI	0.00	0.00	6.68	1,676.87	1,676.87
SD640 - STABLEGATE DRAINAGE D	0.00	0.00	8.06	80.77	80.77
SF450 - FIRE PROTECTION	0.00	0.00	22.55	-23,598.58	-23,598.58
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	-191.69	133.43	133.43
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	-1,040.63	3,935.97	3,935.97
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.56	5.62	5.62
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	-159.08	129.55	129.55
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	-138.65	237.61	237.61
SM900 - UPTOWN BUSINESS IMPR	0.00	0.00	5.61	12,676.09	12,676.09
SS800 - SANITARY SEWER	0.00	0.00	-18,209.94	73.24	73.24
SW500 - CANANDAIGUA CONSOLI	0.00	-1,273.50	187,786.82	138,567.85	139,841.35
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	29.88	71,022.85	71,022.85
SW515 - CANANDAIGUA-FARMINC	0.00	0.00	24.16	313.31	313.31
SW525 - MCINTYRE ROAD WATER	0.00	0.00	3.76	4,416.11	4,416.11
SW530 - EMERSON ALLEN TOWNL	0.00	0.00	1.65	19.73	19.73
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	6.47	9,696.39	9,696.39
SW540 - HOPKINS GRIMBLE WATE	0.00	0.00	5.51	7,384.02	7,384.02
SW545 - HICKOX ROAD WATER DI	0.00	0.00	1.01	781.36	781.36
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	3.00	4,652.70	4,652.70
SW555 - CO RD 32 EXT. 41 WATEF	0.00	0.00	1.96	518.27	518.27
<b>Report Surplus (Deficit):</b>	<b>1.00</b>	<b>-127,285.62</b>	<b>-882,337.36</b>	<b>2,574,086.49</b>	<b>2,701,372.11</b>

# *Town of Canandaigua*

5440 Routes 5 & 20 West Canandaigua, NY 14424  
(585) 394-1120 / Fax (585) 394-9476  
[www.townofcanandaigua.org](http://www.townofcanandaigua.org)

## **MEMO**

To: Canandaigua Town Board Date: December 1, 2023  
From: Jessica Mull, Finance Clerk II  
Re: November 2023 Revenue/Expense Control Report

### **BALANCE SHEET**

Bank statements have been reconciled through November 30, 2023.

### **REVENUES**

Receipts recorded for November total \$353,349.41 and include the following:

- Town Clerk - \$299,112.75
- Justice Fees - \$26,044.80
- Development Office - \$15,219.29 applied against accounts receivable
- Sale of Equipment - \$9,175.00
- Refunds and/or Reimbursements - \$3,039.09
- Metal Recycling - \$758.48

### **EXPENDITURES**

We expect the available balance in each fund to be about 8.37% at the end of November.

- General Fund (AA100) – Expenditures to date are \$7,183,447.60 against a budget of \$7,673,367.41 which leaves 6.38% available.
- Highway Fund (DA100) – Expenditures to date are \$3,732,805.45 against a budget of \$4,924,700.42 which leaves 24.20% available.
- Water Fund (SW500) – Expenditures to date are \$1,365,250.48 against a budget of \$2,000,650.50 which leaves 31.76% available.



Town of Canandaigua , NY

# Fund Balance Report

As Of 11/30/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
AA100 - GENERAL FUND	2,737,224.71	7,442,812.07	7,183,447.60	2,996,589.18
AA231 - CONTINGENT/TAX RESERVE	481,286.43	540,927.71	0.00	1,022,214.14
AA232 - CAMPUS REPAIR RESERVE	208,110.45	9,448.37	0.00	217,558.82
AA233 - TECHNOLOGY RESERVE	46,656.05	2,118.13	0.00	48,774.18
AA234 - OPEN SPACE RESERVE	1,297,471.84	53,134.33	305,000.00	1,045,606.17
AA235 - NYS EMPLOYEE SYSTEM RESERVE	188,656.37	8,565.18	0.00	197,221.55
AA237 - BONDED INDEBTEDNESS RESERVE	218,680.21	9,928.22	0.00	228,608.43
AA238 - SOLID WASTE MANAGEMENT RESERVE	813,014.09	36,911.39	0.00	849,925.48
CM100 - NEW RECREATION REVENUE FUND	529,839.69	51,549.83	0.00	581,389.52
CR100 - PARKS & REC FBC REVENUE FUND	0.00	0.00	0.00	0.00
DA100 - HIGHWAY	184,996.48	3,944,154.37	3,732,805.45	396,345.40
DA230 - HWY EQUIPMENT RESERVE	316,418.84	14,365.58	0.00	330,784.42
DA232 - HWY IMPROVEMENT RESERVE	338,426.70	15,364.81	0.00	353,791.51
DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE	208,379.96	9,460.62	0.00	217,840.58
HH100 - CAPITAL PROJECTS	610,166.41	2,764,610.73	1,348,669.50	2,026,107.64
KA100 - FIXED ASSETS	0.00	0.00	0.00	0.00
SD600 - RT 332 DRAINAGE DISTRICT	108,915.57	10,495.48	4,953.90	114,457.15
SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT	21,531.35	2,036.41	0.00	23,567.76
SD610 - ASHTON DRAINAGE DISTRICT	14,651.88	65.21	0.00	14,717.09
SD615 - FOX RIDGE DRAINAGE DISTRICT	34,472.91	153.41	0.00	34,626.32
SD620 - LANDINGS DRAINAGE DISTRICT	7,671.15	34.15	0.00	7,705.30
SD625 - OLD BROOKSIDE DRAINAGE DISTRICT	13,792.33	61.38	0.00	13,853.71
SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT	9,527.85	42.40	0.00	9,570.25
SD635 - WATERFORD POINT DRAINAGE DISTRICT	13,415.37	1,676.87	0.00	15,092.24
SD640 - STABLEGATE DRAINAGE DISTRICT	18,144.29	80.77	0.00	18,225.06
SF450 - FIRE PROTECTION	74,581.84	1,466,401.42	1,490,000.00	50,983.26
SL700 - CENTERPOINT LIGHTING DISTRICT	2,096.21	1,821.41	1,687.98	2,229.64
SL705 - FOX RIDGE LIGHTING DISTRICT	-241.95	13,137.25	9,201.28	3,694.02
SL710 - LANDINGS LIGHTING DISTRICT	1,260.09	5.62	0.00	1,265.71
SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT	3,150.46	545.64	416.09	3,280.01
SL720 - FALLBROOK PARK LIGHTING DISTRICT	1,781.05	1,608.99	1,371.38	2,018.66
SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT	0.00	105,765.09	93,089.00	12,676.09
SS800 - SANITARY SEWER	59.47	18,283.24	18,210.00	132.71
SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT	1,641,425.80	1,503,818.33	1,365,250.48	1,779,993.65
SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT	14,535.90	95,924.85	24,902.00	85,558.75
SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT	54,307.90	221,289.31	220,976.00	54,621.21
SW520 - ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	0.00
SW525 - MCINTYRE ROAD WATER DISTRICT	4,084.97	7,288.11	2,872.00	8,501.08
SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT	3,703.05	18,566.73	18,547.00	3,722.78
SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT	4,932.28	15,223.89	5,527.50	14,628.67
SW540 - HOPKINS GRIMBLE WATER DISTRICT	5,077.14	12,362.77	4,978.75	12,461.16
SW545 - HICKOX ROAD WATER DISTRICT	-18,507.30	3,815.36	3,034.00	-17,725.94
SW550 - NOTT RD EXT. 40 WATER DISTRICT	2,136.33	6,158.70	1,506.00	6,789.03
SW555 - CO RD 32 EXT. 41 WATER DISTRICT	-54,488.16	11,775.27	11,257.00	-53,969.89
TC100 - CUSTODIAL FUNDS	0.00	0.00	0.00	0.00
<b>Report Total:</b>	<b>10,161,346.01</b>	<b>18,421,789.40</b>	<b>15,847,702.91</b>	<b>12,735,432.50</b>

# ATTACHMENT 2



Town of Canandaigua , NY

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT02750 - 2023-12-05 JM BA to cover land purchase costs

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000383	2023 Adopted Town Budget	BA to cover land purchase contractual expenses	11/30/2023
<b>Summary Description:</b> To utilize excess land purchase capital expense funds to cover land purchase contractual expenses including survey, lot adjustment filings, etc. Per DF JM			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">AA100.1940.200.00000</a>	PURCHASE OF LAND/RIGHT OF...	BA to cover land purchase lot adjustment fees	310,000.00	-1,700.00	308,300.00
November: -1,700.00					
<a href="#">AA100.1940.400.00000</a>	PURCHASE OF LAND/RIGHT OF...	BA to cover land purchase contractual expenses	19,500.00	1,700.00	21,200.00
November: 1,700.00					

Budget Code Summary

Budget	Budget Description	Account
2023 Adopted	2023 Adopted Town Budget	<a href="#">AA100.1940.200.00000</a>
		<a href="#">AA100.1940.400.00000</a>

Account Description	Before	Adjustment	After
PURCHASE OF LAND/RIGHT OF W...	310,000.00	-1,700.00	308,300.00
PURCHASE OF LAND/RIGHT OF W...	19,500.00	1,700.00	21,200.00
2023 Adopted Total:	329,500.00	0.00	329,500.00
Grand Total:	329,500.00	0.00	329,500.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2023 Adopted - 2023 Adopted Town Budget Fiscal: 2023			
AA100	329,500.00	0.00	329,500.00
Budget Code 2023 Adopted Total:	329,500.00	0.00	329,500.00
Grand Total:	329,500.00	0.00	329,500.00



Town of Canandaigua , NY

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT02741 - 2023-11-29 JM BA for increased postage expense

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000380	2023 Adopted Town Budget	BA for increased postage expenses	11/29/2023
<b>Summary Description:</b> BA necessary due to increased expenses in the printing and mailing account. Copy expenses were double the budgeted amount as well as increased postage rates. Adjustment needed to ensure sufficient funds available for mailings at year end. Accounts will be charged back postage costs after year end.			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">AA100.1480.400.00000</a>	PUBLICSERVINFO.CONTRACTU...	BA for increased postage expenses	6,250.00	-3,000.00	3,250.00
November: -3,000.00					
<a href="#">AA100.1670.400.00000</a>	PRINTING & MAILING.CONTRA...	BA for increased postage expenses	14,500.00	3,000.00	17,500.00
November: 3,000.00					

## Budget Adjustment Register

Packet: GLPKT02741 - 2023-11-29 JM BA for increased postage expense

## Budget Code Summary

Budget	Budget Description	Account
2023 Adopted	2023 Adopted Town Budget	<a href="#">AA100.1480.400.00000</a> <a href="#">AA100.1670.400.00000</a>

Account Description	Before	Adjustment	After
PUBLICSERVINFO.CONTRACTUAL....	6,250.00	-3,000.00	3,250.00
PRINTING & MAILING.CONTRACT...	14,500.00	3,000.00	17,500.00
<b>2023 Adopted Total:</b>	<b>20,750.00</b>	<b>0.00</b>	<b>20,750.00</b>
<b>Grand Total:</b>	<b>20,750.00</b>	<b>0.00</b>	<b>20,750.00</b>

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2023 Adopted - 2023 Adopted Town Budget Fiscal: 2023			
AA100	20,750.00	0.00	20,750.00
Budget Code 2023 Adopted Total:	20,750.00	0.00	20,750.00
Grand Total:	20,750.00	0.00	20,750.00

# ATTACHMENT 3

<b>Appendix A</b>	<b>2023 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	\$ 28.90
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	\$ 29.96
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	\$ 31.45
<b>Appendix B</b>	<b>2024 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	\$ <del>29.77</del> <u>\$ 31.77</u>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	\$ <del>30.86</del> <u>\$ 32.86</u>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	\$ <del>32.39</del> <u>\$ 34.39</u>
	<b>2025 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	\$ <del>30.66</del> <u>\$ 32.72</u>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	\$ <del>31.79</del> <u>\$ 33.85</u>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	\$ <del>33.36</del> <u>\$ 35.42</u>

	2026 Wage Rate(s)
<b>Group 1 - Motor Equipment Operators</b>	\$ <del>31.58</del> <u>\$ 33.70</u>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	\$ <del>32.74</del> <u>\$ 34.87</u>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	\$ <del>34.36</del> <u>\$ 36.48</u>
	2027 Wage Rate(s)
<b>Group 1 - Motor Equipment Operators</b>	\$ <del>32.53</del> <u>\$ 34.72</u>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	\$ <del>33.72</del> <u>\$ 35.91</u>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	\$ <del>35.39</del> <u>\$ 37.58</u>

# ATTACHMENT 4

## **AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS**

AGREEMENT between the Highway Superintendent of the Town of Canandaigua, Ontario County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of **Section 284** of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

### **GENERAL REPAIRS / PERMANENT IMPROVEMENTS**

The sum of \$1,750,000.00.00 shall be set aside to be expended for primary work and general repairs upon 102.60 miles of town highways, including sluices, culverts and bridges having a span of less than twenty feet and boardwalks or the renewals thereof.

The following is a list for the permanent improvement of Town highways:

1. Various repairs on town roads \$ 253,000.00.
2. Paving of roads
  - a. Middle Cheshire Road. 450,000.00
  - b. Emerson Road \$ 450,000.00
  - c. Stablegate subdivision \$ 150,000
  - d. Arnold Drive \$ 120,000
  - e. Canandaigua Farmington Townline Road \$ 77,500
3. Nova Chip Cooley Road \$ 250,000.00

Total Estimated Expenditure \$ 1,750,000.00

Executed in duplicate this 18 day of December 2023.

Town Supervisor  
Jared Simpson

---

John Casey  
Councilmember

---

Adeline Rudolph  
Councilmember

---

David Sauter  
Councilmember

---

Terry Fennelly  
Councilmember

---

James Fletcher  
Highway and Water Superintendent

---

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

# ATTACHMENT 5

**From:** [Brabant, Lance](#)  
**To:** [cnadler@cnadlerlaw.com](mailto:cnadler@cnadlerlaw.com); [Jared Simpson](#); [Jim Fletcher](#); [Crystelyn Laske](#); [Donald J. Cheney, Esq.](#); [Anthony Venezia](#); [John Graziose](#); [Nick Graziose](#); [Daniel Bryson](#)  
**Cc:** [Sarah Reynolds](#); [Sowinski, Collin](#); [Michael Murphy](#); [Doug Finch](#)  
**Subject:** RE: Fox Ridge Phase 5B-3 - Dedication Package  
**Date:** Thursday, December 7, 2023 9:47:03 AM

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Please note that MRB has delivered to the Town Clerk the official Dedication Package for Fox Ridge Phase 5B-3 with the anticipation that this will be placed onto the December 18<sup>th</sup> Town Board meeting. At this time it is my understanding that the Town of Canandaigua is waiting for the following items to be completed prior to the **December 18<sup>th</sup> Town Board meeting**:

- Estimate and escrow to cover the cost of final grading and stabilizing the Stormwater Management Facility (spring 2024) is to be provided.
- The Stormwater Management Facility is to be transferred to the HOA and the recording filed with the Town Clerk
- The Town of Canandaigua Stormwater Maintenance Agreement Form is to be signed by the HOA and filed with the Town Clerk

It is my understanding that once dedication has been accepted by the Town Board, the Town will begin the closing out process for this project which could include the following:

- Issuance of the Final C/O
- Final Release of the Surety
- Approving the Notice of Termination (N.O.T.)

If you have any questions, please let me know. Thank you.

**LANCE BRABANT** / MRB Group / 585.381.9250

---

**From:** Brabant, Lance  
**Sent:** Tuesday, December 5, 2023 4:53 PM  
**To:** [cnadler@cnadlerlaw.com](mailto:cnadler@cnadlerlaw.com); [dfinch@townofcanandaigua.org](mailto:dfinch@townofcanandaigua.org); [jsimpson@townofcanandaigua.org](mailto:jsimpson@townofcanandaigua.org); [jfletcher@townofcanandaigua.org](mailto:jfletcher@townofcanandaigua.org); Crystelyn Laske <[claske@townofcanandaigua.org](mailto:claske@townofcanandaigua.org)>; [mmurphy@townofcanandaigua.org](mailto:mmurphy@townofcanandaigua.org)  
**Cc:** [sreynolds@townofcanandaigua.org](mailto:sreynolds@townofcanandaigua.org); Sowinski, Collin <[Collin.Sowinski@mrbgroupp.com](mailto:Collin.Sowinski@mrbgroupp.com)>; Donald J. Cheney, Esq. <[dcheney@cheneyfirm.com](mailto:dcheney@cheneyfirm.com)>; Daniel Bryson <[DBryson@lacykatzen.com](mailto:DBryson@lacykatzen.com)>; Anthony Venezia <[anthony@veneziasurvey.com](mailto:anthony@veneziasurvey.com)>  
**Subject:** Fox Ridge Phase 5B-3 - Dedication Package

Please note the remaining items to be completed prior to closing out the project are the following:

Please note that I will deliver this dedication package to the Town Clerk tomorrow to be placed onto the December 18<sup>th</sup> Town Board meeting. The following forms will need to be signed by staff prior to the Town Board meeting:

Thank you

**LANCE BRABANT**

Director of Planning & Environmental Services

d: 585.381.9250

c: 585.314.1667



The Culver Road Armory

145 Culver Rd #160, Rochester, New York 14620

t: 585.381.9250

[www.mrbgroup.com](http://www.mrbgroup.com)

December 1, 2023

Mrs. Crystelyn Laske, Town Clerk  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

**RE:    FOX RIDGE PHASE 5B-3  
        DEDICATION PACKAGE  
        TAX MAP No. 97.04-2-100.100  
        CPN No. 20-058  
        MRB PROJECT No.: 0300.12001.000 PHASE 205**

Dear Mrs. Laske,

It is our understanding that the applicant is in the process of closing out of Phase 5B-3 of Fox Ridge and has requested a final release of the Surety on file with the Town of Canandaigua. Prior to closing out the project, dedication of the roadways (LaCrosse Circle), water, and storm sewers are to occur.

Based on our review of the Town of Canandaigua Dedication Checklist (attached), all required items have been completed. Therefore, we have attached the dedication package for your review and approval. Please note that the Town Clerk is to review and sign the dedication checklist once completed and place on the next available Town Board agenda for dedication.

Please feel free to contact our office with any comments and/or questions you may have in this regard.

Respectfully submitted,



Lance S. Brabant, CPESC  
Director of Planning & Environmental Services

Enclosures:

- Town Board Dedication Resolution
- Dedication Checklist
- Final Inspection Form (Appendix G-7.0)
- Dedication Form (Appendix G-8.0)
- R.O.W. Approval Letter dated December 1, 2023
- Record Drawings & Approval Letter dated December 1, 2023
- Maintenance Bond Recommendation Letter dated November 29, 2023
- Right-of-way Land Transfer Forms & Documents
- Legal Documents

C      Jared Simpson, Town Supervisor  
         Doug Finch, Town Manager  
         Christian Nadler, Esq. Town Attorney  
         Jim Fletcher, Highway and Water Superintendent  
         Sarah Reynolds, Town Planner  
         Mike Murphy, Town CEO  
         Anthony Venezia, Venezia Associates  
         John Graziose, Gerber Homes

# TOWN OF CANANDAIGUA

## DEDICATION CHECKLIST FORM

RE: Fox Ridge Phase 5B-3

(PROJECT NAME)

Prior to the Town formally accepting dedication, the Town Clerk is to verify that the following items have been completed and provided. All original documents are to be provided to the Town Clerk prior to authorizing dedication.

- ☒ Final inspection completed by Town staff and the signed Appendix G – 7.0 form indicating a recommendation to accept dedication is to be provided:  
Date completed 12/1/23
- ☒ Dedication Form Appendix G – 8.0 filled out, signed by Town staff, and provides a recommendation to accept dedication as no deficiencies were identified:  
Date completed 12/1/23
- ☒ Town Engineer letter of recommendation regarding review of the Maintenance Bond amount provided:  
date received 11/29/23
- ☒ Record Drawings and GIS Information provided to, reviewed by, and deemed complete by Town Engineer and Town Staff:  
Date approved 12/1/23
- ☐ Town of Canandaigua Stormwater Maintenance Agreement signed, reviewed, and approved by Town Attorney, and provided to Town Clerk:  
Date provided \_\_\_\_\_
- ☒ Confirmation that all easement maps and legal descriptions, land transfer documents, R.O.W. documents, etc. have been received and reviewed by the Town Attorney and Town Engineer, and provided to the Town Clerk:  
Date provided 12/1/23
- ☐ Two Year Maintenance Bond provided by applicant and received by the Town Clerk in the amount recommended by the Town Engineer letter of recommendation:  
Date provided \_\_\_\_\_
- ☒ Town Attorney's Resolutions to Accept Dedication meeting the attached requirements, received by Town Clerk.

By signing this form, I attest that all of the above items have been provided, and that Acceptance of Dedication for the above referenced project should be added to the next Town Board Meeting Agenda.

\_\_\_\_\_  
Town Clerks's Signature and Title

\_\_\_\_\_  
Date

- ☐ If any of the above items are incomplete or have not been provided, please inform the following persons: Town Manager, Town Highway & Water Superintendent, Town Engineer, Town Code Enforcement Officer, and Town Attorney.  
Date provided \_\_\_\_\_

# Town of Canandaigua

5440 Route 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-1120  
Fax (585) 394-9476  
*Established 1789*

APPENDIX: **G - 7.0**

DATE: 2018

SCALE: N.T.S.

**MRB** | group

## INSPECTION FORM

DATE: December 1, 2023

NAME: Fox Ridge Phase 5B-3

- ☒ NO DEFICIENCIES WERE FOUND DURING THIS FINAL INSPECTION AND IT IS RECOMMENDED THAT THE TOWN BOARD TAKE DEDICATION OF THE ITEMS IDENTIFIED WITHIN THE TOWN OF CANANDAIGUA DEDICATION FORM AND THE DEDICATION PACKAGE PROVIDED BY THE TOWN ATTORNEY.
- ☐ DEFICIENCIES WERE FOUND DURING THE FINAL INSPECTION AND IT IS RECOMMENDED THAT THE TOWN BOARD NOT TAKE DEDICATION AT THIS TIME UNTIL THE ITEMS IDENTIFIED BELOW HAVE BEEN ADDRESSED TO THE SATISFACTION OF THE TOWN.
- ☐ DEFICIENCIES WERE FOUND DURING THE FINAL INSPECTION AND IT IS RECOMMENDED THAT THE TOWN BOARD DIRECT THESE DEFICIENCIES TO BE CORRECTED WITHIN THE NEXT THIRTY (30) DAYS AND/OR REQUIRE THAT THERE BE A ONE-YEAR EXTENSION TO THE EXPIRING SURETY.

NOTES: \_\_\_\_\_  
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☐ PICTURES

☐ \_\_\_\_\_  
HIGHWAY & WATER SUPERINTENDENT

DATE \_\_\_\_\_

☐ \_\_\_\_\_  
CODE ENFORCEMENT OFFICER

DATE \_\_\_\_\_

☒ John B. ST - MRB  
TOWN ENGINEER

12/1/23  
DATE

# Town of Canandaigua

5440 Route 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-1120  
Fax (585) 394-9476  
*Established 1789*

APPENDIX: **G - 8.0**

DATE: 2018

SCALE: N.T.S.

**MRB** | group

## DEDICATION FORM

DATE: 12/1/2023

RE: Fox Ridge Phase 5B-3

(PROJECT NAME)

THE TOWN OFFICIALS LISTED BELOW, AS MAY BE APPROPRIATE, HAVE COMPLETED A FINAL INSPECTION OF THE ABOVE REFERENCED PROJECT AND RECOMMEND THE TOWN BOARD TAKE ACTION TO ACCEPT FOR DEDICATION THE BELOW DESCRIBED COMPONENTS.

☒ PUBLIC STREET(S)

☒ PUBLIC WATERMAIN AND/OR FIRE HYDRANTS

☒ STORM SEWERS

☐ LANDSCAPING

☐ STREET LIGHTS

☐ DRAINAGE FACILITIES/GREEN INFRASTRUCTURE

☐ SIDEWALKS

☐ PARKLAND/OPEN SPACE AREA

☐ OTHER (SPECIFY) \_\_\_\_\_

THIS RECOMMENDATION IS BASED UPON OUR UNDERSTANDING THAT THE FOLLOWING HAVE BEEN PROVIDED:

- ☒ A FINAL INSPECTION WAS COMPLETED AND THE TOWN OF CANANDAIGUA FINAL INSPECTION FORM (APPENDIX G-7.0) WAS COMPLETED AND SIGNED.
- ☒ ALL R.O.W. DESCRIPTIONS, EASEMENT(S) AND DEED(S), BILLS OF SALE, AND MAPS HAVE BEEN REVIEWED AND APPROVED BY THE ATTORNEY FOR THE TOWN AND PROVIDED TO THE TOWN BOARD.
- ☒ RECORD MAPS HAVE BEEN REVIEWED AND ACCEPTED BY THE HIGHWAY & WATER SUPERINTENDENT, CODE ENFORCEMENT OFFICER, AND TOWN ENGINEER.
- ☐ THE GIS DATA AS SPECIFIED WITHIN THE TOWN OF CANANDAIGUA SITE DESIGN AND DEVELOPMENT CRITERIA MANUAL HAS BEEN PROVIDED TO THE TOWN OF CANANDAIGUA AND TOWN ENGINEER.
- ☐ THE MAINTENANCE GUARANTEE HAS BEEN REVIEWED AND APPROVED BY THE ATTORNEY FOR THE TOWN AND BY THE TOWN ENGINEER AND HAS BEEN ACCEPTED BY THE TOWN BOARD.
- ☐ PAYMENT OF ALL FEES HAS BEEN PROVIDED TO THE TOWN BY THE APPLICANT.

☐ \_\_\_\_\_  
HIGHWAY & WATER SUPERINTENDENT

\_\_\_\_\_  
DATE

☐ \_\_\_\_\_  
CODE ENFORCEMENT OFFICER

\_\_\_\_\_  
DATE

☒ John J. - MRB  
TOWN ENGINEER

12/1/23  
DATE

December 1, 2023

Mr. Chris Nadler, Town Attorney  
Town of Canandaigua, Planning Board  
5440 Routes 5 & 20 West  
Canandaigua, NY 14424

**RE:    FOX RIDGE PHASE 5B-3  
        RIGHT-OF-WAY REVIEW  
        TAX MAP NO. 97.04-2-100.100  
        CPN NO. 20-058  
        MRB PROJECT NO.: 0300.12001.000 PHASE 205**

Dear Mr. Nadler,

MRB Group has completed a review of the boundary descriptions for the approved final subdivision plat for the above referenced project, prepared by Venezia Professional Land Surveyors for the following:

- Proposed Description of a 60' wide Right of Way to the Town of Canandaigua for LaCrosse Circle.

Based on our review of the above-referenced boundary descriptions and easement mapping, we find the documents to be accurate and complete.

This has been forwarded to your attention for review and approval as required by the Town of Canandaigua. Please complete your review and forward your findings to the Town Development Office.

Please feel free to contact our office with any comments and/or questions you may have in this regard.

Respectfully submitted,



Lance S. Brabant, CPESC  
Director of Planning & Environmental Services

C        Jared Simpson, Town Supervisor  
         Doug Finch, Town Manager  
         Jim Fletcher, Highway and Water Superintendent  
         Sarah Reynolds, Town Planner  
         Mike Murphy, Town CEO  
         Anthony Venezia, Venezia Associates  
         John Graziose, Gerber Homesd

Schedule A  
LaCrosse Circle-5B-3  
60.00 foot right of way/Traffic Island

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING at a point in the west line of LaCrosse Circle, said point also being the northeast corner of Lot 32 Fox Ridge Subdivision as shown on a survey map made by Venezia Professional Land Surveyors dated November 27, 2023 and recorded in the Ontario County Clerk's Office as Map No. \_\_\_\_\_.

Thence North  $07^{\circ} 55' 38''$  East in the west line of LaCrosse Circle a distance of 61.21 feet to a point;

Thence Northwesterly along a curve to the left with a radius of 40.00 feet and an arc length of 46.39 feet to a point;

Thence along a curve to the right with a radius of 89.50 feet with an arc length of 458.45 feet to a point;

Thence Southwesterly along a curve to the left with a radius of 40.00 feet with an arc length of 32.84 feet to a point;

Thence South  $07^{\circ} 55' 38''$  West a distance of 85.16 feet to a point

Thence North  $82^{\circ} 04' 22''$  West a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING





## Ontario County Clerk Recording Page

**Return To**

CANANDAIGUA TOWN  
5440 ROUTES 5 AND 20  
CANANDAIGUA, NY 14424

**Matthew J. Hoose, County Clerk**

Ontario County Clerk  
20 Ontario Street  
Canandigua, New York 14424  
(585) 396-4200

Document Type: **EASEMENT**

Receipt Number: 609706

**Grantor (Party 1)**

GERBER HOMES AND ADDITIONS LLC

**Grantee (Party 2)**

CANANDAIGUA TOWN

**Fees**

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$50.00
State Surcharge	\$20.00
<b>Total Fees Paid:</b>	<b>\$95.00</b>

Consideration: \$0.00

Control #: 202205020156  
Ref #: TX 2022 002889

Property located in **Town of Canandigua**

**Refers To**

D 01481 0879	D 01485 0445
D 01490 0067	D 01489 0747
D 01490 0609	D 01491 0960

State of New York  
County of Ontario

Recorded on May 2nd, 2022 at 1:25:51 PM  
in Liber 01495 of Deeds  
beginning at page 0279, ending at page 0289,  
with a total page count of 11.

Ontario County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

VAK

**Do Not Detach**

**SIDEWALK EASEMENT  
FOX RIDGE SUBDIVISION/PHASE 5B-3**

THIS EASEMENT is made this 18<sup>th</sup> day of April, 2022, by and between **GERBER HOMES & ADDITIONS LLC**, a New York Limited Liability Company, having an address of 1260 Ridge Road, Ontario, NY 14519; **RYAN FRANK NOVOTNY and ELANA MARIE SHEPHERD STENNETT**, having an address of 3755 Lacrosse Circle, Canandaigua, NY 14424; **DANIEL T. MORGAN and TALIA C. MORGAN**, having an address of 11157 Limehurst Place, Charlotte, North Carolina 28278 and **KAI CHEN**, having an address of 35 Babcock Avenue, Silver Creek, NY 14136; **MARIATERESA CERAVOLO**, having an address of 5559 Vardon Drive, Canandaigua, NY 14424; **MICHAEL D. SENN & KIMBERLY S. SENN**, having an address of 10 Center Crossing, Fairport, NY 14450; hereinafter referred to as the "Grantors"; and the **TOWN OF CANANDAIGUA**, a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua New York 14424, hereinafter referred to as the "Grantee."

The Grantors are the owners of certain premises known as the Fox Ridge Subdivision Phase 5B-3 located on Lacrosse Circle in the Town of Canandaigua, Ontario County, New York, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a sidewalk easement and right of way over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by Venezia Land Surveyors and Civil Engineers, dated April 16, 2015, attached hereto, hereinafter referred to as the "Easement Area."

The Easement Area is part of the Premises conveyed to Grantors by the following deeds:

(Lots 1, 2, 4, 5, 9, 10) deed recorded October 1, 2021 in the Ontario County Clerk's Office in Liber 1481 of Deeds at Page 879;

(Lot 8) deed recorded November 22, 2021 in the Ontario County Clerk's Office in Liber 1485 of Deeds at Page 445;

(Lot 3) deed recorded February 4, 2022 in the Ontario County Clerk's Office in Liber 1490 of Deeds at Page 67;

(Lot 6) deed recorded January 31, 2022 in the Ontario County Clerk's Office in Liber 1489 of Deeds at Page 747;

(Lot 11) deed recorded February 15, 2022 in the Ontario County Clerk's Office in Liber 1490 of Deeds at Page 609;

(Lot 7) deed recorded March 10, 2022 in the Ontario County Clerk's Office in Liber 1491 of Deeds at Page 960;

In consideration of One Dollar (\$1.00), which has been waived, the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

The Grantors hereby grant, release and convey to the Grantee, its successors, assigns or special districts forever, a permanent sidewalk easement and right-of-way in, under and along the Easement Area for the purpose of a sidewalk right-of-way for the use of the general public and for the purpose of building, constructing, maintaining, using, operating, repairing, reconstructing and removing said sidewalks and making the required excavations therefore upon, over or across the Easement Area and inspecting the Easement Area from time to time together with the right of the Grantee, its officers, employees, agents, servants or contractors, of ingress and egress to enter upon and along the Easement Area for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

To have and to hold the easement and right-of-way unto the Grantee and its successors and/or assigns forever.

The Grantee shall have the right and privilege at any time to enter upon and temporarily use an additional strip of land ten (10) feet in width immediately adjacent to each side of the permanent easement granted herein for the purpose of performing maintenance or repairs on said sidewalk. At the termination of a temporary occupancy hereby authorized, the Grantee will restore, at its expense, the lawn and shrubbery of the Easement Area and the area of the Premises so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

Grantors for itself, its agents, distributees, heirs, successors and assigns covenants and agree that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of said Easement Area without the prior written consent of the Grantee.

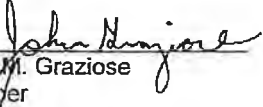
The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the sidewalk or part thereof without liability to the Grantors.

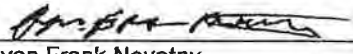
Grantors warrant that they have good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantors covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

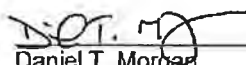
Grantee shall repair and maintain the sidewalk constructed under this Easement and keep it in good repair.

The parties have executed this easement as of the day and year first above written.

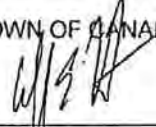
GERBER HOMES & ADDITIONS LLC

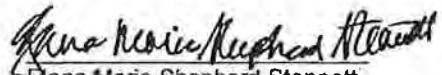
  
By: John M. Graziose  
Its: Member

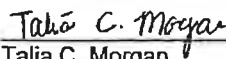
  
Ryan Frank Novotny

  
Daniel T. Morgan

TOWN OF DANANDAIGUA

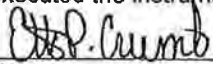
  
By: Doug Finch *per Res 2020-126*  
Its: Town Manager

  
Elana Maria Shepherd Stennett  
*Maria*

  
Talia C. Morgan

STATE OF NEW YORK  
COUNTY OF WAYNE] ss:


On the 26<sup>th</sup> day of January, 2022, before me, personally appeared JOHN M. GRAZIOSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

  
Notary Public

ETTA P. CRUMB  
Notary Public, State of New York  
Qualified in Wayne County  
Reg. No. 01CR6054981  
Commission Expires February 20, 2023

STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

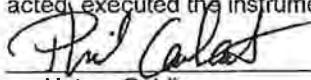
On the 18<sup>th</sup> day of April, 2022, before me, personally appeared DOUG FINCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JEAN E CHRISMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. D1CH6304003  
Qualified in Ontario County  
My Commission Expires 05-19-2023

STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

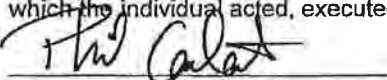
On the 3 day of March, 2022, before me, personally appeared Ryan Frank Novotny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

PHILIP ANDREW CARHART  
Notary Public - State of New York  
NO. 01CA6332977  
Qualified in Onondaga County  
My Commission Expires Nov 16, 2023

STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

On the 3 day of March, 2022, before me, personally appeared Elana Marie Shepherd Stennett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

PHILIP ANDREW CARHART  
Notary Public - State of New York  
NO. 01CA6332977  
Qualified in Onondaga County  
My Commission Expires Nov 16, 2023

STATE OF NEW YORK  
COUNTY OF ~~MONROE~~ ss:  
*Onondaga*

On the 2nd day of February, 2022, before me, personally appeared **Daniel T. Morgan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

*Kristin M. Ingram*  
Notary Public

KRISTIN M. INGRAM  
Notary Public in The State Of New York  
Onondaga County, Reg#01IN6039154  
My Commission Expires March 27, 2026

STATE OF NEW YORK  
COUNTY OF ~~MONROE~~ ss:  
*Onondaga*

On the 2nd day of February, 2022, before me, personally appeared **Talia C. Morgan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

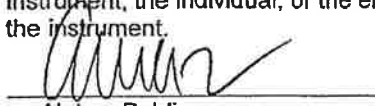
*Kristin M. Ingram*  
Notary Public

KRISTIN M. INGRAM  
Notary Public in The State Of New York  
Onondaga County, Reg#01IN6039154  
My Commission Expires March 27, 2026


  
Kai Chen

STATE OF NEW YORK]  
COUNTY OF MONROE] ss:

On the 10 day of Jan, 2022, before me, personally appeared Kai Chen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.


  
Notary Public

EMMA A. RABIDEAU  
Notary Public, Monroe County, State of New York  
No. 02RA6318792  
Commission Expires Feb 2, 2023

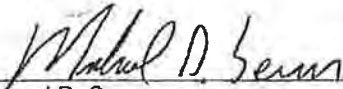
  
\_\_\_\_\_  
Mariateresa Ceravolo

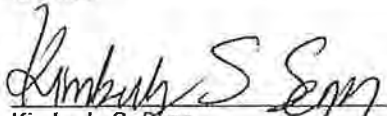
STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

On the 15 day of February, 2022, before me, personally appeared Mariateresa Ceravolo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

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

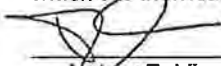
DAVID J. WHITCOMB  
Notary Public, State of New York  
Ontario County Reg. #02WHB183387  
Commission Expires 03/17/2024

  
Michael D. Senn

  
Kimberly S. Senn

STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

On the 9<sup>th</sup> day of March, 2022, before me, personally appeared **Michael D. Senn & Kimberly S. Senn**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

THOMAS R. MARAFIOTI  
Notary Public, State of New York  
Ontario County Reg. #02MA6024807  
Commission Expires 05/17/2023

Schedule A  
Sidewalk Easement – Fox Ridge Phase 5B-3

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

**BEGINNING** at the Northeast corner Lot 32 Foxridge 5B-2

thence North 84°04'25" West a distance of 5.00 feet;

thence North 7°55'38" West distance of 61.21 feet;

thence in a curve to the left with a radius of 35 feet for an arc distance of 40.29 feet;

thence in a curve to the left with a radius of 94.50 feet an arc distance of 484.06 feet;

thence in a curve to the left having a radius of 35 feet for an arc distance of 28.73 feet;

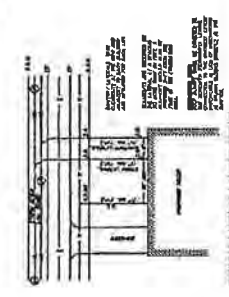
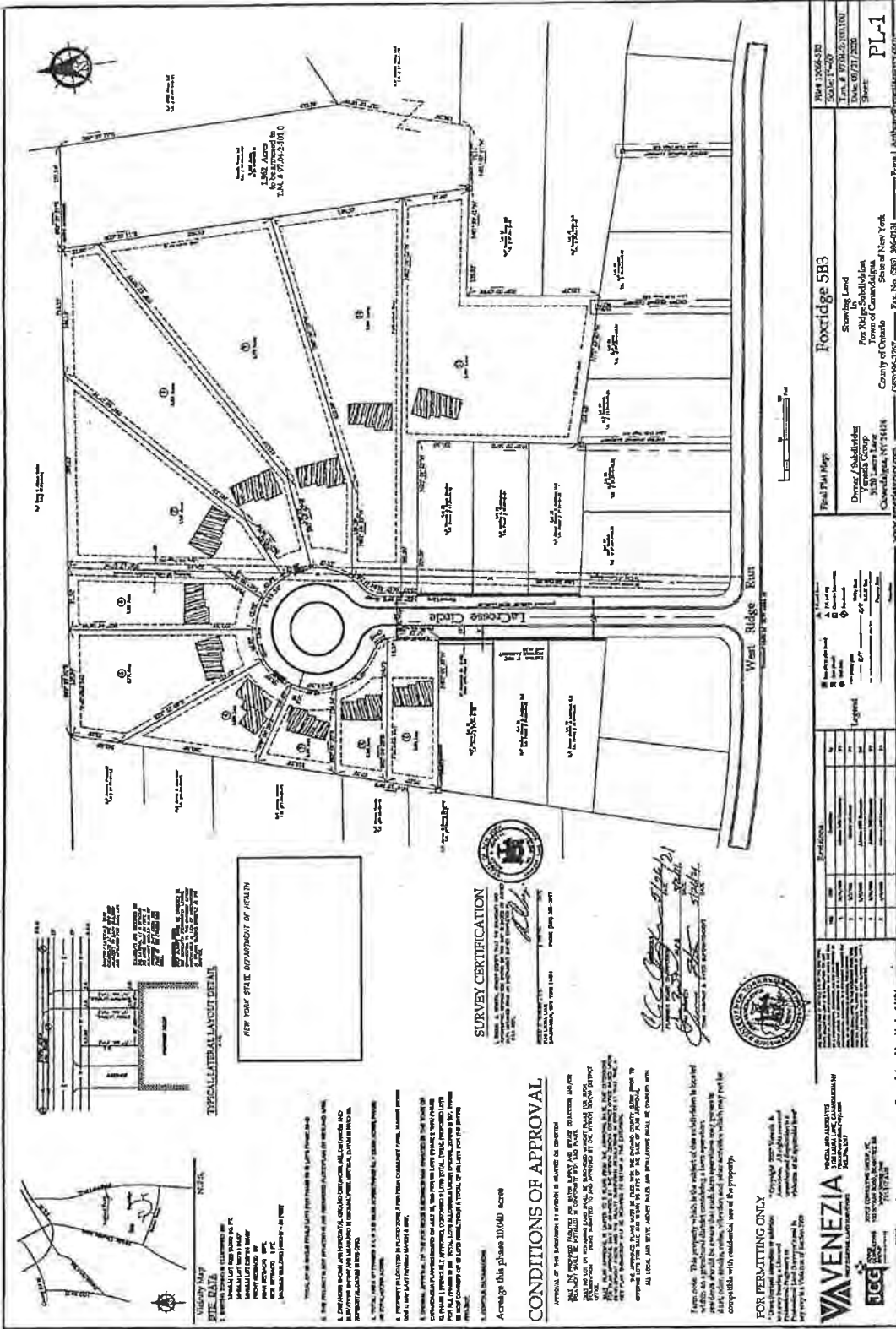
thence South 7°55'39" West a distance of 30.17 feet;

thence in a curve to the right having a radius of 40' for an arc length of 32.84 feet;

thence in a curve to the right having a radius of 89.50' an arc distance of 458.45 feet;

thence in a curve to the right having a radius of 40 feet for an arc length of 46.39 feet;

thence South 7°55'38" West a distance of 61.21 feet to the Point and Place of Beginning.



NEW YORK STATE DEPARTMENT OF HEALTH



SURVEY CERTIFICATION

Handwritten signatures and dates.

CONDITIONS OF APPROVAL

Article of this subdivision is subject to the following conditions of approval...

FOR PERMITTING ONLY

Copyright 2007 Venezia & Associates, Inc.

VAVENEZIA & ASSOCIATES, INC. logo and contact information.

Form with project details: Foxridge 5B3, Surveying Land, Fox Ridge Subdivision, Town of Canandaigua, County of Ontario, State of New York.

PL-1

## Brabant, Lance

---

**From:** Brabant, Lance  
**Sent:** Tuesday, December 5, 2023 10:14 AM  
**To:** Jim Fletcher; jsimpson@townofcanandaigua.org; dfinch@townofcanandaigua.org; mmurphy@townofcanandaigua.org; cnadler@cnadlerlaw.com; Anthony Venezia; john@law14424.com  
**Cc:** Sarah Reynolds; Crystelyn Laske; Sowinski, Collin  
**Subject:** Fox Ridge Phase 5B-3 - Stormwater Management Facility  
**Attachments:** Fox Ridge Forbay Pond ASB 11302023.pdf; Fox Ridge 5B-3 - Record Drawing Approval Letter.pdf

Please note that MRB has completed an inspection of the Fox Ridge Phase 5B-3 Stormwater Management Facility and completed a review of the attached Record Map/ Survey of the facility. Based on the attached survey and our inspection, all of our comments have been addressed and the Stormwater Management Facility is in substantial conformance with the approved plans for the above referenced project. The items remaining are the following:

- The Record Mapping (Utility and Stormwater Management Facility) is to be signed and delivered to the Town
- The Stormwater Management Area will need to be stabilized which cannot be fully completed until the spring
- The Stormwater Management Facility needs to be transferred to the HOA
- The Towns Stormwater Maintenance Agreement needs to be signed by the HOA and forwarded to the Town

If you have any questions, please let me know. Thank you.

### LANCE BRABANT

Director of Planning & Environmental Services  
d: 585.381.9250  
c: 585.314.1667



The Culver Road Armory  
145 Culver Rd #160, Rochester, New York 14620  
t: 585.381.9250

[www.mrbgroup.com](http://www.mrbgroup.com)

December 1, 2023

Mr. Doug Finch, Director of Development  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

**RE:    FOX RIDGE SUBDIVISION, PHASE 5B-3  
       RECORD MAPPING REVIEW  
       TAX MAP NO. 097.04-2-100.100  
       CPN NO. 020-058  
       MRB PROJECT NO.: 0300.12001.000 – PHASE 205**

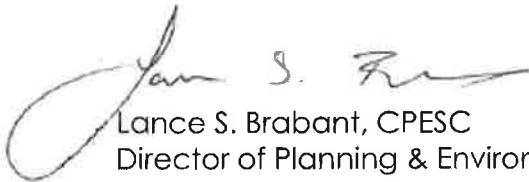
Dear Mr. Finch:

MRB Group has completed a review of the submitted Fox Ridge Section 5B-3 Utility As-Built Record Map dated November 27, 2023, and the Fox Ridge Section 5 Pond Forebay Record Map dated November 28, 2023; both prepared by Venezia Professional Land Surveyors. Please note that all of our comments for the Utility As-Built Record Map and Pond Forebay Record Map have been addressed. As such, four signed and certified copies of each are to be provided to the Town for filing.

1. GIS information, in accordance with the Town of Canandaigua Site Design and Development Criteria, is to be provided.

Please feel free to contact our office with any comments or questions you may have in this regard. Thank you.

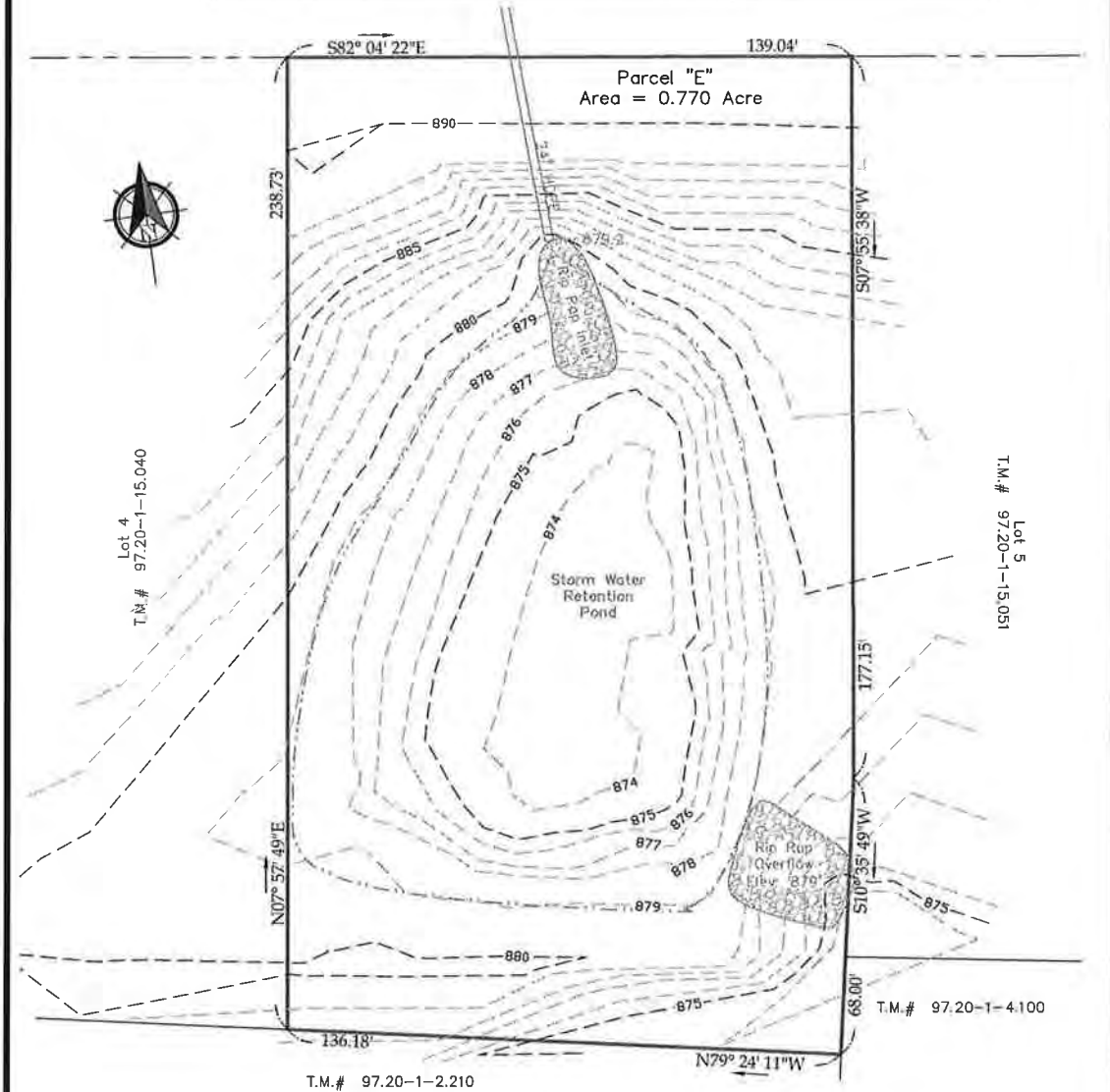
Respectfully submitted,



Lance S. Brabant, CPESC  
Director of Planning & Environmental Services

Cc:    Jean Chrisman, Town Clerk  
       Jim Fletcher, Highway and Water Superintendent  
       Sarah Reynolds, Planner  
       Mike Murphy, Code Enforcement Officer  
       Anthony Venezia, L.S., Venezia Group, LLC

# West Ridge Run



- Legend**
- iron pin or pipe found
  - iron pin set
  - utility pole
  - utility lines
  - r.o.w. line
  - property line
  - centerline

\* Unauthorized alteration or addition to a map bearing a Licensed Professional Engineer's or Professional Land Surveyor's seal in any way is a Violation of Section 7209\*

\* Copyright 2023 Venezia & Associates. All rights reserved. Unauthorized duplication is a violation of all applicable laws.\*

This is to certify that I am a Licensed Land Surveyor and that this plan was completed on 11/28/2023 from notes of an instrument survey performed on 11/27/2023

Anthony A. Venezia  
Signed  
License No. 054994



Topographic Survey:

T.M. Parcel 97.2-1-18  
File: 15066 Pond ASB  
Scale 1" = 30'

## Forebay Pond West Ridge Run Section 5

Parcel E - Fox Ridge Subdivision Phase 5 A  
Town of Canandaigua County of Ontario State of New York

ELEV.	AREA (sq. ft.)	DEPTH (ft.)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
874.000	2,937.84	N/A	N/A	0.00	N/A	0.00
875.000	4,233.54	1.000	3565.89	3565.89	3572.48	3572.48
876.000	5,767.80	1.000	5010.87	8604.35	4991.49	8564.94
877.000	7,436.35	1.000	6803.03	15309.38	8585.35	15192.28
878.000	8,264.49	1.000	8391.49	23560.86	8334.78	23487.08
879.000	11,332.87	1.000	10248.78	33809.64	10233.00	33720.07

ELEV.	AREA (sq. ft.)	DEPTH (ft.)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
874.000	2,480.10	N/A	N/A	0.00	N/A	0.00
875.000	5,354.18	1.000	3617.14	3617.14	3626.10	3626.10
876.000	4,894.52	1.000	8126.56	11743.70	8110.31	11654.31
877.000	6,701.48	1.000	7800.15	17943.75	7782.32	17719.05
878.000	10,647.87	1.000	9974.67	27918.42	9854.32	27773.38
879.000	14,418.70	1.000	12532.28	40450.70	12483.74	39963.11

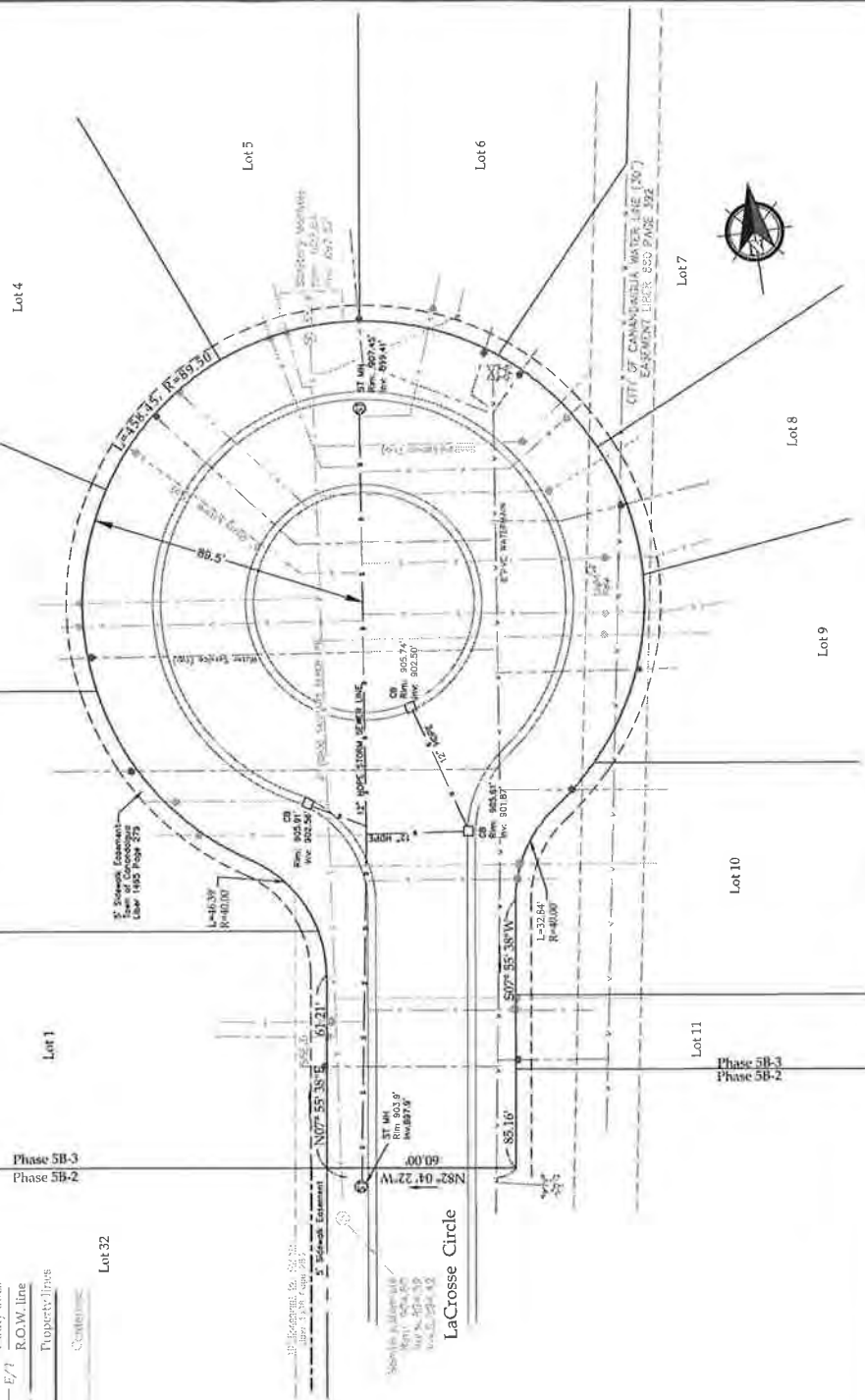
Unauthorized alteration or addition to a map bearing a Licensed Professional Engineer's or Professional Land Surveyor's seal in any way is a Violation of Section 7209<sup>4</sup>

<sup>4</sup> Copyright 2023 Venezia & Associates. All rights reserved. Unauthorized duplication is a violation of applicable laws.

- Legend**
- Iron pin or pipe found
  - Iron pin set
  - Concrete Monument
  - Drill hole
  - Utility pole
  - Utility base
  - ROW line
  - Property lines
  - Contours



Anthony A. Venezia  
Professional Land Surveyor  
License No. 123456



**Sanitary Sewer Profile**  
Profile Horiz. 1"=30'  
Vertical 1"=6'



www.veneziasurvey.com

Utility As-Built for:

# Fox Ridge Phase 5B-3

T.M. # 97-04-2-100-112  
File# 5B-3 ASB  
Scale 1"= 30'

Showing Land

At  
Lots 1-11 Fox Ridge Subdivision 5B-3  
Town of Canandaigua

County of Ontario

State of New York

Canandaigua New York, 14424

336 North Main Street

(585)396-3267

Fax No. (585) 396-0131

E-mail rocco@veneziasurvey.com

November 29, 2023]

Mrs. Crystelyn Laske, Town Clerk  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

**RE:    FOX RIDGE SUBDIVISION, PHASE 5B-3  
         MAINTENANCE BOND ESTIMATE REVIEW  
         TAX MAP NO. 97.04-2-100.100  
         CPN No. 20-058  
         MRB PROJECT No.: 0300.12001.000 PHASE 205**

Dear Mrs. Laske,

It is our understanding that the applicant is in the process of dedicating the watermain, storm sewer system, and the roadway for Fox Ridge Phase 5B-3 and the topcoat for Fox Ridge Phase 5B-2. Prior to dedication and closing out the Letter of Credit associated with this project, a 2-year maintenance bond is required to be provided to the Town.

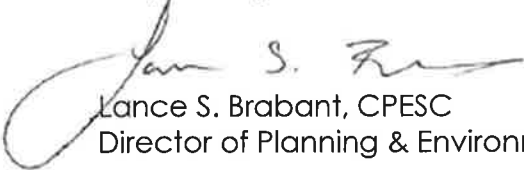
As requested, MRB has completed a review of the approved Letter of Credit Estimate to determine the appropriate maintenance bond amount to be provided. These items were taken from the approved Letter of Credit Estimate for the project; the required maintenance bond amount immediately follows;

	<u><b>Total Construction Cost</b></u>	<u><b>10% Maintenance Bond Amount</b></u>
<u><b>5B-3</b></u>		
<b>Sec. B - Watermain</b>	<b>\$25,082.85</b>	<b>\$2,508.29</b>
<b>Sec. C - Storm Sewer</b>	<b>\$43,178.32</b>	<b>\$4,317.83</b>
<b>Sec. D - Pavements</b>	<b>\$82,371.58</b>	<b>\$8,237.16</b>
<u><b>5B-2</b></u>		
<b>Sec. E – Misc – Topcoat</b>	<b>\$9,102.00</b>	<b>\$910.20</b>
	<b>\$159,734.75</b>	<b>\$15,973.48</b>

Therefore, a Maintenance Bond in the amount of **\$15,973.48** is recommended to be provided to and accepted by the Town of Canandaigua Town Board prior to dedication and prior to the closing out of the Letter of Credit. The maintenance bond for the items described above is to remain on file for a period of two (2) years from the time it is accepted by the Town of Canandaigua Town Board.

Please feel free to contact our office with any comments and/or questions you may have in this regard.

Respectfully submitted,



Lance S. Brabant, CPESC  
Director of Planning & Environmental Services

Enclosures:

- Applicant's Engineers Estimate dated July 29, 2021

C      Jared Simpson, Town Supervisor  
         Doug Finch, Town Manager  
         Kate Silverstrim-Jensen, Town Bookkeeper  
         Jim Fletcher, Highway and Water Superintendent  
         Sarah Reynolds, Planner  
         Mike Murphy, Code Enforcement Officer  
         Anthony Venezia, Venezia Associates



**Town of Canandaigua Letter of Credit Estimate**

Prepared by Venezia and Associates

5120 Laura Lane Canandaigua N.Y. 14424

Project Foxridge Subdivision Phase 5B-3 , 11 Lots and Cul-de-Sac at LaCrosse Circle

Refer to Attached Documentation for supporting calculations.

Section A: Erosion Control & Grading (5B-3)	\$72,359.97
Section B: Water Works (5B-3)	\$25,082.85
Section C: Storm Drain (5B-3)	\$43,178.32
Section D: Pavements (5B-3)	\$82,371.58
Section E: Miscellaneous (5B-3)	\$2,550.00
Section E: Miscellaneous (5B-2)	\$10,052.00
Estimate (5B-3):	\$225,542.72
Estimate (5B-2):	\$10,052.00
10% Contingency:	\$23,559.47
6% Construction Observation/Engineering:	\$14,135.68
<b>TOTAL ESTIMATE:</b>	<b>\$273,289.88</b>

**By Venezia and Associates**

**Erin V. Joyce, PE**

**July 29, 2021**

## Section A: Erosion Controls and Grading

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
Silt Fence (209.13)	1,400	LF	5.39*	\$7,546.00
Construction Entrance – break up existing turnaround	1	EA	500.00	\$500.00
Inlet Protection, Drop- In (209.1703)	5	EA	23.81*	\$119.05
Concrete Wash Area	33	SY	23.00*	\$759.00
Strip Topsoil (Road)	600	CY	3.00**	\$1,800.00
Temporary Sediment Trap (209.140101)	2	LS	2,750.00	\$2,750.00
Sediment Check Dam (209.110201)	12	EA	637.53	\$7,650.36
Roadway Rough Grading	1	EA	4,500.00	\$4,500.00
Erosion Control Blanket & Seed Mix (209.1901)	6300	SY	3.20	\$20,160.00
Temporary & Permanent stabilization, including seeding and mulch – all disturbed areas	1	LS	26,575.56	\$26,575.56
<b>TOTAL SECTION A</b>				<b>\$72,359.97</b>

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

## Section B: Water Works

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
8" PVC (DR-14) Water w/ Tracing Tape & Bedding	226	LF	24.00**	\$5,424.00
1" Polyethylene Water w/ 10 Gauge Tracing Wire	877	LF	9.50**	\$8,331.50
1" Corporation Stop & Curb Box	11	EA	350.00**	\$3,850.00
Hydrant (663.1301)	1	EA	5,877.35*	\$5,877.35
Connection to Existing Watermain	1	EA	\$800.00	\$800.00
Disinfection/Sampling Tap/ Testing of Watermain	1	EA	800.00**	\$800.00
<b>TOTAL SECTION B</b>				<b>\$25,082.85</b>

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

**Section C: Storm Drain**

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
12" HDPE (603.9812)	242	LF	38.96*	\$9,428.32
Catch Basin/Gutter Inlet	3	EA	3,500	\$10,500.00
6" HDPE laterals (603.98100602)	1,000	LF	12.65*	\$12,650.00
Drain Manhole	2	EA	4,900	\$9,800.00
Connect to Manhole	1	EA	800**	\$800.00
<b>TOTAL SECTION C</b>				<b>\$43,178.32</b>

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

**Section D: Pavements****5B-3:**

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
1-1/2" Top Coat, Type 7	12,325	SF	0.82**	\$10,106.50
3" Binder, Type 3	12,325	SF	1.58**	\$19,473.50
Concrete Gutter (6"x30")	623	LF	11.00**	\$6,853.00
Fine Crusher Run Type 1, 3" deep (620.02)	114	CY	112.97*	\$12,878.58
Crushed Run Stone Base, 12" deep (623.12)	456	CY	72.5*	\$33,060.00
<b>TOTAL SECTION D1</b>				<b>\$82,371.58</b>

**Section E: Miscellaneous****5B-3:**

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
Street Light	1	EA	500.00	\$500.00
Street Tree	4	EA	75.00	\$300.00
Set Monument	2	LS	500.00	\$500.00
Record Mapping	1	EA	1,000.00	\$1,000.00
Record Mapping reference to GIS	1	EA	250.00	\$250.00
<b>TOTAL SECTION E1</b>				<b>\$2,550.00</b>

**5B-2:**

Item Description	Estimated Quantity	Unit	Unit Price (\$)	Estimate
1-1/2" Top Coat, Type 7	11,100	SF	0.82**	\$9,102.00
Street Light	1	EA	500.00	\$500.00
Street Tree	6	EA	75.00	\$450.00
<b>TOTAL SECTION E2</b>				<b>\$10,052.00</b>

**Units**

EA -- Each	LS -- Lump Sum
LF -- Linear Feet	CY -- Cubic Yard
SY -- Square Yard	SF -- Square Feet

# CHENEY LAW FIRM, PLLC

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Donald J. Cheney-Admitted in NY & MA

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*Associate*

Benjamin Northrup

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*Of Counsel*

David D. Benz

---

*Paralegal*

Cindy Lee

Annie Lofton

---



***Canandaigua:***

336 North Main Street  
Canandaigua, New York 14424  
(585) 919-6210  
Fax: (585) 919-6209

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***Geneva:***

P.O. Box 50  
105 Washington Street  
Geneva, New York 14456  
(315) 230-4110  
Fax: (315) 282-2575

December 5, 2023

***VIA HAND DELIVERY***

Town of Canandaigua  
5440 Route 5 & 20 West  
Canandaigua, New York 14424

**Re: Dedication of LaCrosse Circle-Foxridge Subdivision-Section 5B-3 & Transfer of Stormwater Retention Pond**

Dear Sir or Madam:

Enclosed please find the following documents related to the above captioned matters:

1. Signed dedication documents transferring LaCrosse Circle to the Town of Canandaigua;
2. Original maintenance bond per Town requirements;
3. Original surveys of the section of LaCrosse Circle being dedicated to the Town and of the stormwater retention pond;
4. Title commitment from Stewart Title insuring title for LaCrosse Circle;
5. Email from Attorney John Polimeni on behalf of the Foxridge Homeowners Association ("HOA") that the HOA will accept dedication of the stormwater retention pond; and
6. Resolution from Gerber Homes & Additions LLC authorizing dedication of LaCrosse Circle to the Town of Canandaigua.

Very truly yours,

CHENEY LAW FIRM, PLLC

Donald J Cheney

DJC/jc  
Enc.

TOWN OF CANANDAIGUA  
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

LACROSSE CIRCLE

to the Town of Canandaigua

by GERBER HOMES & ADDITIONS LLC

in the FOX RIDGE SUBDIVISION, SECTION 5B-3

WARRANTY DEED

DEDICATION  
APPLICATION

RELEASE OF  
DAMAGES

THIS INDENTURE, made this 5 day of December, 2023, between GERBER HOMES & ADDITIONS LLC, having an office at 1260 RIDGE ROAD, ONTARIO, NEW YORK 14519, hereinafter referred to as "Grantor," and the Town of Canandaigua, a municipal corporation having its principal place of business at 5440 Routes 5 & 20; Canandaigua, NY 14424, hereinafter referred to as "Grantee."

WITNESSETH, that the Grantor, in consideration of \$1.00 lawful money of the United States paid by the Grantee, does hereby grant and release unto the Grantee, its successors and/or assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, and State of New York, more particularly described in SCHEDULE A which is attached hereto and made a part herein.

Together with the appurtenances and all of the estate rights of the Grantor in and to the said premises. To have and to hold unto the Grantee, its successors and assigns forever.

The Grantor hereby covenants that nothing has been done or suffered whereby said premises have been encumbered in any way whatever and that the Grantee shall quietly enjoy the said premises and further that the Grantor will forever WARRANT the title to said premises.

The Grantor hereby dedicates, releases and conveys the above-described lands to the Grantee for highway and other municipal purposes.

The Grantor hereby applies to the Town Superintendent of Highways to make an order laying out a highway over and on the lands hereinbefore described and dedicated above and further requests the Town Board of the Town of Canandaigua consent thereof.

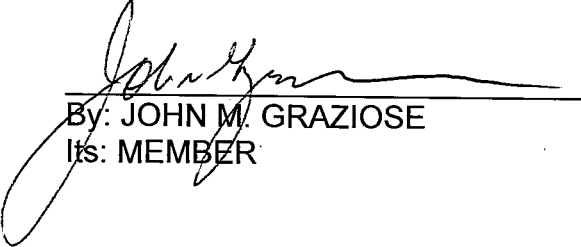
The Grantor hereby releases the Grantee from any and all damages that it may suffer, directly or indirectly, by reason of the laying out and opening of said highway.

Together with all monuments, water lines, hydrants, culverts, sanitary and storm sewer lines or mains lying within said highways and above described premises are dedicated, released, and conveyed to the Grantee for highway purposes and all other public uses, including the right to construct and maintain underground conduits for water, gas, sewers, electric and other necessary lines, pipes, mints, conduits or wires for public benefit.

Grantor agrees that it will assume full responsibility and liability for any and all claims against the Grantee arising out of the construction of said streets, and will assume full responsibility and liability for maintenance of said streets during the life of the maintenance bond which is filed for Fox Ridge Subdivision Section 5B-2 with the Grantee, and it will hold and save harmless the Grantee, its successors, assigns and special improvement districts, for any and all claims by it, its assigns, grantees, invitees or the general public incurred on said streets or easements during that period.

IN WITNESS WHEREOF, the Grantor has signed these presents this, 5 day of December, 2023.

GERBER HOMES & ADDITIONS LLC

  
By: JOHN M. GRAZIOSE  
Its: MEMBER

STATE OF NEW YORK }  
COUNTY OF ~~WAYNE~~ MONROE } ss.:

On the 5 day of December in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared JOHN M. GRAZIOSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

DANIEL S. BRYSON  
Notary Public, State of New York  
Qualified in Monroe County  
No. 02BR5002175  
Commission Expires September 21, 2026

Schedule A  
LaCrosse Circle-5B-3  
60.00 foot right of way/Traffic Island

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING at a point in the west line of LaCrosse Circle, said point also being the northeast corner of Lot 32 Fox Ridge Subdivision as shown on a survey map made by Venezia Professional Land Surveyors dated August 21, 2020 and recorded in the Ontario County Clerk's Office as Map No. 37660.

Thence North  $07^{\circ} 55' 38''$  East in the west line of LaCrosse Circle a distance of 61.21 feet to a point;

Thence Northwesterly along a curve to the left with a radius of 40.00 feet and an arc length of 46.39 feet to a point;

Thence along a curve to the right with a radius of 89.50 feet with an arc length of 458.45 feet to a point;

Thence Southwesterly along a curve to the left with a radius of 40.00 feet with an arc length of 32.84 feet to a point;

Thence South  $07^{\circ} 55' 38''$  West a distance of 85.16 feet to a point

Thence North  $82^{\circ} 04' 22''$  West a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING

---

Record and return to: Christian M. Nadler, Esq.  
LAW OFFICES OF CHRISTIAN M NADLER  
9 Mima Circle  
Fairport, NY 14450

---

TOWN OF CANANDAIGUA  
STATE OF NEW YORK      COUNTY OF ONTARIO

In the Matter of the Dedication of

LACROSSE CIRCLE

RELEASE

to the Town of Canandaigua

by GERBER HOMES & ADDITIONS LLC

in the FOX RIDGE SUBDIVISION SECTION 5B-3

IN CONSIDERATION of the acceptance by the Town of Canandaigua of the dedication of the premises in the above-captioned matter, the undersigned, GERBER HOMES & ADDITIONS LLC, having an office at 1260 RIDGE ROAD, ONTARIO , NEW YORK 14519, ("Developer"), consents to the laying out of these highways and releases said Town of Canandaigua, its Town Superintendent of Highways, the County of Ontario, all State and Federal Agents and/or other officials, together with the workmen and employees thereof from any and all damages arising by reason of the work performed by or at the direction of the Developer or its agents in the construction, reconstruction, laying out and improvements of said premises as public highways.

GERBER HOMES & ADDITIONS LLC

  
By: JOHN M. GRAZIOSE  
Its: MEMBER

STATE OF NEW YORK }  
COUNTY OF ~~WAYNE~~ <sup>MONROE</sup> } ss.:

On the 5 day of December in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared JOHN M. GRAZIOSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

DANIEL S. BRYSON  
Notary Public, State of New York  
Qualified in Monroe County  
No. 02BR5002175  
Commission Expires September 21, 2026

TOWN OF CANANDAIGUA  
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

LACROSSE CIRCLE

BILL  
OF  
SALE

to the Town of Canandaigua

by GERBER HOMES & ADDITIONS LLC

in the FOX RIDGE SUBDIVISION SECTION 5B-3

KNOW ALL MEN BY THESE PRESENTS,

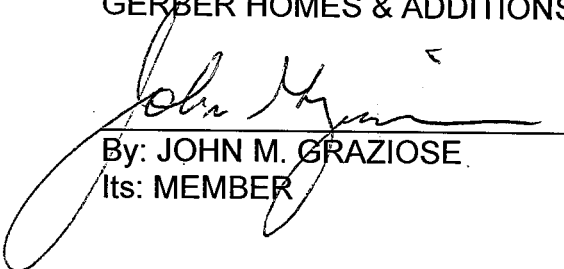
THAT GERBER HOMES & ADDITIONS LLC, having an office at 1260 RIDGE ROAD, ONTARIO, NEW YORK 14519, party of the first part, for and in consideration of sum of ONE DOLLARS (\$1.00), lawful money of the United States to it in hand paid, at or before the unsealing and delivery of these presents by the TOWN OF CANANDAIGUA, 5440 Routes 5 & 20; Canandaigua, NY 14424, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said party of the second part, its successors and assigns thereof:

All monuments, sewer lines, water lines, pumps and other appurtenances and any other improvements included within the real estate described on the attached Schedule A.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever. AND it does for its successors and assigns, covenant and agree to and with the said party of the second part, to warrant and defend the sale of the aforesaid items hereby sold unto the said party of the second part, its successors and assigns, against all and every person and persons whomever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its MEMBER and caused its LIMITED LIABILITY COMPANY SEAL to be hereto affixed, this 3 day of December, 2023.

GERBER HOMES & ADDITIONS LLC

  
By: JOHN M. GRAZIOSE  
Its: MEMBER

STATE OF NEW YORK }  
COUNTY OF WAYNE } ss.:  
Monroe

On the 5 day of December in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared JOHN M. GRAZIOSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

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

DANIEL S. BRYSON  
Notary Public, State of New York  
Qualified in Monroe County  
No. 02BR5002175  
Commission Expires September 21, 2026

Schedule A  
LaCrosse Circle-5B-3  
60.00 foot right of way/Traffic Island

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING at a point in the west line of LaCrosse Circle, said point also being the northeast corner of Lot 32 Fox Ridge Subdivision as shown on a survey map made by Venezia Professional Land Surveyors dated August 21, 2020 and recorded in the Ontario County Clerk's Office as Map No. 37660.

Thence North  $07^{\circ} 55'38''$  East in the west line of LaCrosse Circle a distance of 61.21 feet to a point;

Thence Northwesterly along a curve to the left with a radius of 40.00 feet and an arc length of 46.39 feet to a point;

Thence along a curve to the right with a radius of 89.50 feet with an arc length of 458.45 feet to a point;

Thence Southwesterly along a curve to the left with a radius of 40.00 feet with an arc length of 32.84 feet to a point;

Thence South  $07^{\circ} 55'38''$  West a distance of 85.16 feet to a point

Thence North  $82^{\circ} 04'22''$  West a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING

---

TOWN OF CANANDAIGUA  
STATE OF NEW YORK      COUNTY OF ONTARIO

In the Matter of the Dedication of

LACROSSE CIRCLE

to the Town of Canandaigua

OFFER OF  
CESSION

by GERBER HOMES & ADDITIONS LLC

in the FOX RIDGE SUBDIVISION SECTION 5B-3

THIS IRREVOCABLE OFFER OF CESSION, made this 5 day of December, 2023 is made by GERBER HOMES & ADDITIONS LLC, whose principal place of business is located at 1260 RIDGE ROAD, ONTARIO, NEW YORK 14519, hereinafter referred to as "Developer" to the Town of Canandaigua, a municipal corporation whose principal place of business is located at 5440 Routes 5 & 20, Canandaigua, NY 14424, hereinafter referred to as "Canandaigua."

WHEREAS, Developer is the owner of certain lands located within the Town of Canandaigua, County of Ontario, State of New York, more particularly described in a deed recorded in the Ontario County Clerk's Office in Liber 1481 of Deeds at Page 879, which are shown on the attached map entitled Final Plat Fox Ridge Subdivision Section 5B-3, dated November 27, 2023, prepared by Venezia Professional Land Surveyors, and being further bounded and described as follows: SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREIN.

WHEREAS, the Town of Canandaigua, as a condition for the dedication to and acceptance of the roads, utilities, public improvements, and easements required by the Town Highway and Water Superintendent and the Town Planning Board has required

Developer to file with the Town a formal irrevocable offer of cession of the proposed subdivision roadways, utilities, public improvements, and easements.

NOW THEREFORE, Developer hereby irrevocably offers to grant, cede, and convey to Canandaigua all that tract, piece or parcel of land as is more particularly described in Schedule A annexed hereto, said property to be used for public purposes all as shown on the aforementioned map(s).

This irrevocable offer of cession shall continue indefinitely and may be accepted by the Town of Canandaigua at any time, it being the intent that this offer will be accepted at the discretion of the Town Board. It is expressly understood that the receipt of this offer of cession by the Town of Canandaigua, and/or the recording hereof, does not constitute any actual acceptance of the offer herein contained.

IN WITNESS WHEREOF, Developer has executed this irrevocable Offer of Cession as of the day and year first written above.

GERBER HOMES & ADDITIONS LLC

  
By: JOHN M. GRAIOSE  
Its: MEMBER

STATE OF NEW YORK }  
COUNTY OF WAYNE } ss.:  
*monroe*

On the 5 day of December in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared JOHN M. GRAIOSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

DANIEL S. BRYSON  
Notary Public, State of New York  
Qualified in Monroe County  
No. 02BR5002175  
Commission Expires September 21, 2026

Schedule A  
LaCrosse Circle-5B-3  
60.00 foot right of way/Traffic Island

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING at a point in the west line of LaCrosse Circle, said point also being the northeast corner of Lot 32 Fox Ridge Subdivision as shown on a survey map made by Venezia Professional Land Surveyors dated August 21, 2020 and recorded in the Ontario County Clerk's Office as Map No. 37660.

Thence North  $07^{\circ} 55' 38''$  East in the west line of LaCrosse Circle a distance of 61.21 feet to a point;

Thence Northwesterly along a curve to the left with a radius of 40.00 feet and an arc length of 46.39 feet to a point;

Thence along a curve to the right with a radius of 89.50 feet with an arc length of 458.45 feet to a point;

Thence Southwesterly along a curve to the left with a radius of 40.00 feet with an arc length of 32.84 feet to a point;

Thence South  $07^{\circ} 55' 38''$  West a distance of 85.16 feet to a point

Thence North  $82^{\circ} 04' 22''$  West a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING

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TOWN OF CANANDAIGUA  
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

LACROSSE CIRCLE

to the Town of Canandaigua

HOLD HARMLESS  
AND  
INDEMNITY  
AGREEMENT

by GERBER HOMES & ADDITIONS LLC

in the FOX RIDGE SUBDIVISION SECTION 5B-3

\_\_\_\_\_

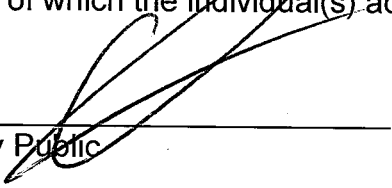
To the fullest extent provided by law, the undersigned and all of its employees, agents, and assigns agree to indemnify and hold harmless the Town of Canandaigua, a New York State municipal corporation, from and against any and all liability, loss, or damage from any claims, demands, payments, suits, actions, recoveries and judgments of any nature and description brought or recovered against it, including reasonable attorneys fees by reason of any act or conduct, including negligence, omission, tortious act, willful conduct or otherwise of GERBER HOMES & ADDITIONS LLC, its agents or representatives, arising out of the construction, engineering, maintenance, or dedication related to the above-referenced project.

GERBER HOMES & ADDITIONS LLC

  
By: JOHN M. GRAZIOSE  
Its: MEMBER

STATE OF NEW YORK }  
COUNTY OF WAYNE } ss.:  
*Monroe*

On the 5 day of December in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared JOHN M. GRAZIOSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

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

DANIEL S. BRYSON  
Notary Public, State of New York  
Qualified in Monroe County  
No. 02BR5002175  
Commission Expires September 21, 2026

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

Month Day Year

C3. Book

C4. Page

New York State Department of  
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

## PROPERTY INFORMATION

1. Property  
Location

0

LACROSSE CIRCLE

\* STREET NUMBER

\* STREET NAME

CANANDAIGUA

\* CITY OR TOWN

VILLAGE

14424

\* ZIP CODE

2. Buyer  
Name

TOWN OF CANANDAIGUA

\* LAST NAME/COMPANY

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

3. Tax  
Billing  
AddressIndicate where future Tax Bills are to be sent  
if other than buyer address(at bottom of form)

LAST NAME/COMPANY

FIRST NAME

STREET NUMBER AND NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment  
Roll parcels transferred on the deed

1

# of Parcels

OR

☐ Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

☐5. Deed  
Property  
Size

\* FRONT FEET

X

\* DEPTH

OR

0.71

\* ACRES

4B. Subdivision Approval was Required for Transfer

☐

4C. Parcel Approved for Subdivision with Map Provided

☐6. Seller  
Name

GERBER HOMES &amp; ADDITIONS

\* LAST NAME/COMPANY

LLC

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

\*7. Select the description which most accurately describes the  
use of the property at the time of sale:

C. Residential Vacant Land

Check the boxes below as they apply:

8. Ownership Type is Condominium

☐

9. New Construction on a Vacant Land

☐

10A. Property Located within an Agricultural District

☐10B. Buyer received a disclosure notice indicating that the property is in an  
Agricultural District☐

## SALE INFORMATION

11. Sale Contract Date

11/28/2023

\* 12. Date of Sale/Transfer

\*13. Full Sale Price

0.00

( Full Sale Price is the total amount paid for the property including personal property.  
This payment may be in the form of cash, other property or goods, or the assumption of  
mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- ☐ A. Sale Between Relatives or Former Relatives  
☐ B. Sale between Related Companies or Partners in Business.  
☐ C. One of the Buyers is also a Seller  
☐ D. Buyer or Seller is Government Agency or Lending Institution  
☐ E. Deed Type not Warranty or Bargain and Sale (Specify Below)  
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)  
☐ G. Significant Change in Property Between Taxable Status and Sale Dates  
☐ H. Sale of Business is Included in Sale Price  
☒ I. Other Unusual Factors Affecting Sale Price (Specify Below)  
☐ J. None

\*Comment(s) on Condition:

14. Indicate the value of personal  
property included in the sale

0.00

DEDICATION OF ROAD AND IMPROVEMENTS

## ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 23

\*17. Total Assessed Value

98,500

\*18. Property Class

311

\*19. School District Name

CANANDAIGUA CSD

\*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

97.04-2-100.112

## CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful  
false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or  
entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible  
party who can answer questions regarding the transfer must be entered. Type or print clearly.)

SELLER SIGNATURE

DATE

BUYER SIGNATURE

TOWN OF

CANANDAIGUA

\* LAST NAME

FIRST NAME

(585)

394-1120

\* AREA CODE

\* TELEPHONE NUMBER (Ex: 9999999)

5440

ROUTE 5 &amp; 20 WEST

\* STREET NUMBER

\* STREET NAME

CANANDAIGUA

\* CITY OR TOWN

NY

\* STATE

14424

\* ZIP CODE

BUYER'S ATTORNEY

NADLER

CHRISTIAN

LAST NAME

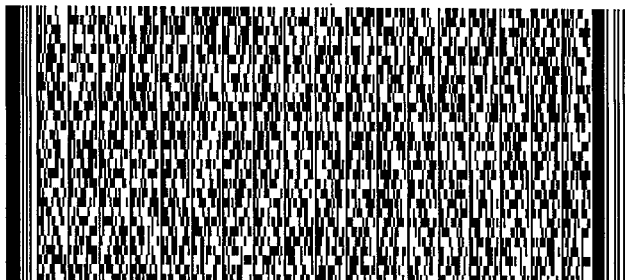
FIRST NAME

(585)

315-4767

AREA CODE

TELEPHONE NUMBER (Ex: 9999999)





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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantor )	Social Security number (SSN)
<input type="checkbox"/> Individual	GERBER HOMES & ADDITIONS LLC	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	1260 RIDGE ROAD	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	ONTARIO NY 14519	26-4486163
<input checked="" type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantee )	SSN
<input type="checkbox"/> Individual	TOWN OF CANANDAIGUA	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	5440 ROUTE 5 & 20 WEST	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	CANANDAIGUA NY 14424	
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input checked="" type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
97.04-2-100.112	322400	0 LACROSSE CIRCLE	CANANDAIGUA	ONTARIO

Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table><tr><td>12</td><td></td><td>2023</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	12		2023	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
12			2023						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building								
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling								
4 <input checked="" type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____								
5 <input type="checkbox"/> Commercial/industrial									

Condition of conveyance  
(mark an X in all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Road Dedication</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

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

1.		0	00
2.		0	00
3.		0	00
4.		0	00
5.		0	00
6.		0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

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

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

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

- a
Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b
Conveyance is to secure a debt or other obligation
- c
Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance
- d
Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts
- e
Conveyance is given in connection with a tax sale
- f
Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F
- g
Conveyance consists of deed of partition
- h
Conveyance is given pursuant to the federal Bankruptcy Act
- i
Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property
- j
Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment
- k
Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim)

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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

Complete the following only if the interest being transferred is a fee simple interest.  
This is to certify that: (mark an X in the appropriate box)

1.

☒

The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.

☐

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

a.

☐

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

b.

☐

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

c.

☐

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

d.

☐

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

Note:

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

e.

☐

Other (attach detailed explanation).
3.

☐

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

a.

☐

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

b.

☐

A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.

☐

The real property being transferred is subject to an outstanding credit line mortgage recorded in (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is . No exemption from tax is claimed and the tax of is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

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

BY: Garth James & Associates, LLC

[Signature]

Grantor signature

Title

Grantee signature

Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date \_\_\_\_\_ to \_\_\_\_\_ Date \_\_\_\_\_ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



Beneficiary:  
Town of Canandaigua  
Canandaigua, New York

Effective Date: December 5, 2023  
Expiration Date: December 5, 2025

**Irrevocable Letter of Credit No. 510**  
**Amount: \$15,973.48**

To whom it may concern:

At the request of and on the account of Venezia Associates LLC, Canandaigua, New York, hereinafter called Principal, we hereby issue this Letter of Credit in your favor and hereby authorize you to draw on The Lyons National Bank up to an aggregate amount of **\$15,973.48 (Fifteen Thousand Nine Hundred Seventy Three Dollars and 48/100)**, available by your draft at sight accompanied by the following documents:

- 1.) A copy of this Letter of Credit
- 2.) An invoice or statement indicating the excess cost or liability resulting from a default as described in 1, 2 & 3 below, or
- 3.) Your officially signed and acknowledged statement: "The attached invoice(s) or bills, for labor or material in the amount (\$\_\_\_\_\_) for the work to be completed per the MRB Group letter dated November 29, 2023 for Fox Ridge Subdivision, Phase 5B-3"

This letter is issued in favor of the Town of Canandaigua (hereinafter called "Town") for any excess cost or liability resulting from a default in the work to be completed per the MRB Group Letter, dated November 29, 2023 by Venezia Associates LLC for the Fox Ridge Subdivision, Phase 5B-3.

The following events shall constitute a default by the Principal under the terms of said contract:

- 1.) Failure to perform the above referenced work in accordance with the MRB Group letter dated November 29, 2023.

**Drafts must be drawn and presented on or before December 05, 2025. Each draft must be endorsed with the statement that it is drawn against Letter of Credit No. 510 for Venezia Associates LLC. This letter is Irrevocable.**

*Established 1865*  
MAIN OFFICE – 35 WILLIAM STREET, P.O. BOX 380, LYONS, N.Y. 14489-0380  
TEL. 315-946-4871 FAX 315-946-6215  
Member FDIC

**STEWART TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A – CERTIFICATION**

**Applicant:** Town of Canandaigua  
**Attention:** Donald Cheney, Esq.  
**Property:** 0 Lacrosse Circle, Town of Canandaigua, Ontario County, New York  
**Effective Date:** 11/30/2023

**Proposed Insured:**

Purchaser/Borrower: Town of Canandaigua

Mortgagee:

**Amount of Insurance:**

Fee: \$1

Mortgage: N/A

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A - Description, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by Gerber Homes & Additions LLC by virtue Warranty deed executed by Venezia Group, LLC, dated September 30, 2021 and recorded October 1, 2021 in the Ontario County Clerk's Office at Liber 1481 of Deeds, page 879.

\_\_\_\_\_  
Authorized Signatory

December 5, 2023

\_\_\_\_\_  
Authorized Signatory

Redated

**Address Inquiries to:**

Cheney Law Firm, PLLC  
336 North Main Street  
Canandaigua, New York 14424  
(585) 919-6210

## SCHEDULE A – DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING at a point in the west line of LaCrosse Circle, said point also being the northeast corner of Lot 32 Fox Ridge Subdivision as shown on a survey map made by Venezia Professional Land Surveyors dated August 21, 2020 and recorded in the Ontario County Clerk's Office as Map No. 37660.

Thence North  $07^{\circ} 55' 38''$  East in the west line of LaCrosse Circle a distance of 61.21 feet to a point;

Thence Northwesterly along a curve to the left with a radius of 40.00 feet and an arc length of 46.39 feet to a point;

Thence along a curve to the right with a radius of 89.50 feet with an arc length of 458.45 feet to a point;

Thence Southwesterly along a curve to the left with a radius of 40.00 feet with an arc length of 32.84 feet to a point;

Thence South  $07^{\circ} 55' 38''$  West a distance of 85.16 feet to a point

Thence North  $82^{\circ} 04' 22''$  West a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING

---

**SCHEDULE B**

**SECTION I**

**MATTERS TO BE DISPOSED OF ON OR BEFORE CLOSING OF TRANSACTION. THESE MATTERS WILL APPEAR ON OUR POLICY AS EXCEPTIONS FROM COVERAGE UNLESS DISPOSED OF TO THE SATISFACTION OF STEWART TITLE INSURANCE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE PRIOR TO OR ON THE DATE OF CLOSING.**

1. Continuation of all searches to date of closing.
2. Proper execution, delivery and recordation of conveyance and/or Mortgage necessary to consummate the transaction contemplated herein.
3. All Mortgages and documents of conveyance, e.g. deeds, leases, and easements, must contain the Trust Fund Clause, pursuant to Section 13 of the Lien Law.
4. Furnish proof that the premises have no partial or full exemption from Real Property Taxes.
5. Notice for non-interest bearing escrow accounts: All escrow funds received by the Company as Escrow Agent will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by the Company. The Company may be eligible to participate in a program whereby it may receive (i) favorable loan terms and earn income from the deposit, and (ii) other direct or indirect benefits from its financial institution by reason of the deposit and/or the maintenance of such accounts. The Company shall have no obligation to account to any party in any manner for the value of, or to pay to any party, any benefit received by the Company from its financial institution.
6. An affidavit will be required, signed by the sellers and/or borrowers which includes the following statements:

In consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) or reports and issuing the New York Endorsement, without taking exception to matters which may arise during the Gap period, the parties represent and warrant that:

- a. They are not aware and have not agreed to any liens or encumbrances on the premises not disclosed by this report, and
  - b. They will promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectional matters filed or recorded against the premises during the Gap period.
7. We require that the enclosed Consumer Notice & Disclosure, Notice Concerning Availability of Owner's Policy and Consumer Acknowledgment of title insurance premiums, fees and service charges be signed and returned with closing package.
  8. Any state of facts an US Bankruptcy Court search would disclose.
  9. Proof of payment of 2023 County taxes.
  10. Proof of payment of 2023/24 School taxes.

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11. Survey made Venezia Land Surveyor and dated November 27, 2023 to be certified to Stewart Title Insurance Company and recorded in the Ontario County Clerk's Office.

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**SCHEDULE B**

**SECTION II**

The following matters are expressly excluded from the coverage of the policy to be issued, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
  - a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Loan Policy Covered Risk 11, 13, or 14 or Owner's Policy Covered Risk 9 and 10); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage (Loan Policy) or the Title (Owner's Policy).
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated (Loan Policy Only).
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law (Loan Policy Only).

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6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage (Loan Policy) or vesting the Title as shown in Schedule A (Owner's Policy), is
    - a. a fraudulent conveyance or fraudulent transfer, or
    - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of the policy (Loan Policy) or in Covered Risk 9 of the policy (Owner's Policy).
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer that vests the Title as shown in Schedule A (Owner's Policy) or Insured Mortgage (Loan Policy), in the Public Records. This Exclusion does not modify or limit the coverage provided under Loan Policy Covered Risk 11(b).
  8. Subject to any state of facts an inspection of the premises would show (Owner's Policy Only).
  9. Rights of lessees or any parties in possession of the premises other than the insured or owner (Owner's Policy Only).
  10. Easement by Gerber Homes & Additions LLC to Rochester Gas & Electric Corp., New York State Electric & Gas Corporation, and Spectrum Cable Northeast dated December 30, 2021 and recorded January 3, 2022 in Liber 1488 of Deeds, page 248.
  11. Easement by Gerber Homes & Additions LLC to Canandaigua Lake County Sewer District, dated March 1, 2022 and recorded March 31, 2022 in Liber 1493 of Deeds, page 246.
  12. Easement by Gerber Homes & Additions LLC et. al. to Town of Canandaigua for sidewalk dated April 18, 2022 and recorded May 2, 2022 in Liber 1495 of Deeds, page 279.
  13. Defects, liens, encumbrances, easements, rights of way, restrictions and all other matters affecting title, prior to November 27, 2023.
  14. NOTE: This policy insures, however, that any easement or right of way affecting the insured premises will not interfere with the use and maintenance of the improvements located on the insured premises for residential purposes.
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Property: 0 Lacrosse Circle, Town of Canandaigua, County of Ontario, New York

**THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

Buyer/Borrower Initial: \_\_\_\_\_

## CONSUMER ACKNOWLEDGMENT OF TITLE INSURANCE PREMIUMS, FEES, AND SERVICE CHARGES

This Memorandum must be attached to all final invoices

**Property:** 0 Lacrosse Circle, Town of Canandaigua, County of Ontario, New York

I/We acknowledge that I/we have reviewed the premium calculations, fees, and service charges being charged to me/us. I/We acknowledge that these charges have been explained to me/us and that I/we understand them as set forth on this Memorandum.

**NOTE:** All buyers, borrowers, sellers and lenders, or their authorized representative(s) are required to sign this Memorandum of Acknowledgment pursuant to New York State Insurance Law.

### REQUIRED SIGNATURES:

**Buyer/Borrower:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name in Full

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name in Full

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name in Full

**Seller:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name in Full

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name in Full

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name in Full

**Lender:**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Print Name in Full, Title

\_\_\_\_\_

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**GAP INDEMNITY & ACKNOWLEDGMENT**

Premises: 0 Lacrosse Circle, Town of Canandaigua, County of Ontario, New York

Date of Closing: \_\_\_\_\_

WHEREAS, Stewart Title Insurance Company ("Stewart") has been asked to issue its policy(ies) of insurance to the Insured covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) as to matters which may arise between the last Effective Date of the title commitment referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of insurance as of the date of closing without taking exception to matters which may arise during the Gap Period, the respective parties affirm as follows:

- (1) Seller(s)/Borrower(s) affirm there are no unrecorded deeds, mortgages, leases, contracts, options, agreements, liens or encumbrances affecting the Premises not disclosed by the referenced title commitment or otherwise disclosed to Stewart.
  - (2) Seller(s)/Borrower(s) have received no written notices from any governmental agency or adverse party which would affect title to any portion of the Premises, or which would result in an encumbrance to title.
  - (3) Seller(s)/Borrower(s) affirm all labor and materials used in construction of improvements, repairs, or modifications to the Premises have been completed and there are now no unpaid bills for labor or material against the Premises. The Seller(s)/Borrower(s) have received no notice of any mechanic's lien claim.
  - (4) Seller(s)/Borrower(s) agree to neither allow, nor take any action, within the Gap Period that may result in a lien, encumbrance or other matter adversely affecting title the Premises. In such event, Seller(s)/Borrower(s) agree to promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period. Seller(s)/Borrower(s) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such
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matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

(5) Purchaser(s) understand and agree that Stewart cannot provide any estimate as to the time of recordation of the Closing Documents. Purchaser(s) acknowledge that this may impact Buyer's ability to refinance or sell the Premises, obtain building permits, or demonstrate recorded ownership of, and legal title to, the Premises until such time as the deed or other Closing Documents are recorded.

(6) Purchaser(s)/Borrower(s) acknowledges and confirms that Purchaser(s)/Borrower(s) is in possession of the Premises or will take immediate possession of the Premises as of the date of execution of the Closing Documents and making this Gap Indemnity & Acknowledgment.

This Gap Indemnity & Acknowledgment may be executed in counterpart.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Seller(s):

\_\_\_\_\_  
Printed Name:  
Title:

\_\_\_\_\_  
Printed Name:  
Title:

Purchaser(s)/Borrower(s):

\_\_\_\_\_  
Printed Name:  
Title:

\_\_\_\_\_  
Printed Name:  
Title:

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

NOTICE CONCERNING AVAILABILITY OF AN "OWNER'S" POLICY

Please indicate that this transaction is a refinance \_\_\_\_\_ or a purchase \_\_\_\_\_

Our records indicate that you currently are seeking only a "Lender's" title insurance policy, not an "Owner's" title insurance policy.

You have the option of purchasing an Owner's insurance policy. Please read the following disclosures concerning "Lender's" and "Owner's" title insurance policies, and *initial in the space provided to confirm that you have read and understand the disclosures.*

\_\_\_\_\_ I acknowledge that the Lender's title insurance policy issued in connection with this financing provides insurance to the **lender only** and does not insure my interest in the property as the owner of the property.

\_\_\_\_\_ I acknowledge that I understand that the Lender's policy insures that the lender has a valid and enforceable encumbrance on the property that I own or that I am purchasing. An Owner's Policy, if purchased by me, would insure me and provide me with a legal defense against claims made against the title to the property. The Owner's policy would also protect my equity in the property and assure the marketability of the property when I sell it. Without an Owner's policy I do not get those protections.

\_\_\_\_\_ I acknowledge that I have been given the opportunity to purchase an Owner's policy and that the website for Stewart Title Insurance Company Rates is <http://www.stewartstar.com/SRC/RateCalculator/Main.aspx> and the Phone Number is 800-433-0014.

I may obtain an Owner's Policy of Title Insurance which provides title insurance to me and the total premium for both policies will be \$ \_\_\_\_\_.

This is an additional \$ \_\_\_\_\_ above the cost of the Lender's Policy.

\_\_\_\_\_ I/We do request Owner's Policy of title insurance.

\_\_\_\_\_ I/We do not request Owner's Policy of title insurance.

TO BE SIGNED BY BUYER/BORROWER

\_\_\_\_\_  
Buyer/Borrower

\_\_\_\_\_  
Buyer/Borrower

WAIVER OF ADDITIONAL INSURANCE

Insurance Law Section 6409 Subsection C requires that title companies offer, at or prior to closing, an optional policy rider to insure the title of owner-occupied real property of a 'homeowner' for its FUTURE market value. A 'homeowner' is a natural person, fee owner and resident of a one - four family dwelling, a residential condominium unit, or a residential co-operative leasehold interest. If eligible as a 'homeowner', you may therefore elect to obtain protection in excess of your purchase price. The benefits of the Rider shall be available only to the name insured provided he is a 'homeowner' as defined herein at the date of the issuance of this Rider and at the date any claim under this Rider is made. If you do not wish this additional statutory coverage, you MUST WAIVE by signing this form in the space below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer/Borrower

\_\_\_\_\_  
Buyer/Borrower

NOTE:

If purchaser elects not to accept additional coverage as above provided, this form must be executed and returned to Stewart Title Insurance Company before policy can be issued.

\_\_\_\_\_

\_\_\_\_\_

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**STEWART TITLE GUARANTY COMPANY  
PRIVACY NOTICE**

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This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

**Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

**Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a) To fulfill or meet the reason for which the information is provided.
- b) To provide, support, personalize, and develop our website, products, and services.
- c) To create, maintain, customize, and secure your account with Stewart.
- d) To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e) To prevent and/or process claims.
- f) To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g) As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h) To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i) To help maintain the safety, security, and integrity of our website, products and services, databases and other technology- based assets, and business.
- j) To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k) Auditing for compliance with federal and state laws, rules and regulations.
- l) Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m) To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

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**Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a) Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b) To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c) Stewart's affiliated and subsidiary companies.
- d) Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e) Parties involved in litigation and attorneys, as required by law.
- f) Financial rating organizations, rating bureaus and trade associations.
- g) Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

**Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

**How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

**Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

Effective Date: January 1, 2020  
Updated: January 1, 2023

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**PRIVACY NOTICE AT COLLECTION FOR CALIFORNIA RESIDENTS**

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

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Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

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**Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a) To fulfill or meet the reason for which the information is provided.
- b) To provide, support, personalize, and develop our website, products, and services.
- c) To create, maintain, customize, and secure your account with Stewart.
- d) To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e) To prevent and/or process claims.
- f) To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g) As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h) To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i) To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j) To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k) To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l) Auditing for compliance with federal and state laws, rules and regulations.
- m) Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n) To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract

We share your personal information with the following categories of third parties:

- a) Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b) Affiliated Companies.
- c) Parties involved in litigation and attorneys, as required by law.
- d) Financial rating organizations, rating bureaus and trade associations.
- e) Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose: Category A: Identifiers; Category B: California Customer Records personal information categories; Category C: Protected classification characteristics under California or federal law; Category D: Commercial Information; Category E: Biometric Information; Category F: Internet or other similar network activity; Category G: Geolocation data; Category H: Sensory data; Category I: Professional or employment-related information; Category J: Non-public education information; and Category K: Inferences

**Your Consumer Rights and Choices Under CPPA and CPRA**

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### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
  2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com) ; or
  3. Visiting <http://stewart.com/ccpa>.
-

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable. To designate an authorized agent, please contact Stewart through one of the methods mentioned above. You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with Stewart.

#### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

#### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

#### **Link to Privacy Notice**

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>

#### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste.100, MC #14-1

Houston, TX 77056

REPORT OF CLOSING/ CLOSING DOCUMENTS

DEED (Designate Kind)

By

To

Dated

Insure for \$

G.I.—F.H.A.—CONVENTIONAL  
MORTGAGE (Designate Kind)

By

To

Dated

Amount \$payable in

Insure for \$

DEED (Designate Kind)

By

To

Dated

Cons. \$

Insure for \$

MORTGAGE (Designate Kind)

By

To

Amount \$Dated

Insure for \$

ASSIGNMENT OF MORTGAGE

By

To

Dated

Assigns Mortgage Recorded in L/P

Insure for \$

By

To

Dated

Cons.\$

Assigns Mortgage Recorded in L/P

Insure for \$

SATISFACTION OF MORTGAGE

By

Dated

Satisfies Mortgage Recorded in L/P

By

Dated

Satisfies Mortgage Recorded in L/P

OTHER CLOSING INSTRUMENTS

**Subject:** Fwd: Fox Ridge HOA

**Date:** Tuesday, December 5, 2023 at 2:29:33 PM Eastern Standard Time

**From:** Daniel Bryson

**To:** Donald J. Cheney, Esq.

Email Source: External Sender! This email originated from outside our organization.

Get [Outlook for iOS](#)

---

**From:** John A. Polimeni <john@law14424.com>

**Sent:** Friday, December 1, 2023 3:28:57 PM

**To:** cnadler@cnadlerlaw.com <cnadler@cnadlerlaw.com>

**Cc:** Daniel Bryson <DBryson@lacykatzen.com>; 'Brian Mader' <bmad565@gmail.com>

**Subject:** Fox Ridge HOA

**Chris**

**Dan Asked that I forward the below email to you relating to the Fox Ridge HOA.**

**As previously stated, the following must first occur before the HOA will accept the pond and circle.**

- 1. Venezia has to survey it**
- 2. MRB has to inspect it for compliance**
- 3. Remediation, if required.**
- 4. Inspection to confirm in compliance**
- 5. Final Town acceptance**

**The HOA is also requiring that the lot be final graded and seeded. Obviously, this cannot happen until the spring. An escrow will have to be established to insure this happens.**

**UNANIMOUS WRITTEN CONSENT  
OF THE MEMBERS OF GERBER HOMES & ADDITIONS LLC**

The undersigned, being all the Members of Gerber Homes & Additions LLC (the "Company"), hereby make and adopt the following resolutions by written consent dated December 1, 2023, pursuant to Section 407 of the New York Limited Liability Company Law relating to the transfer of certain real property by the LLC:

**RESOLVED**, that the Company is hereby authorized to convey certain real property to the Town of Canandaigua as described in Schedule A, attached hereto, said property to be used for public purposes to wit including the establishment of publicly dedicated streets to be known as Lacrosse Circle; and be it

**FURTHER RESOLVED**, that Bruce E. Gerber and John M. Graziose, as members of the Company, are hereby each individually authorized and empowered to execute any and all documents and take all such actions as may be required to effect the above resolution, including but not limited to the execution of deeds or transfer documents for the sale of homes in the Subdivision.

**IN WITNESS WHEREOF**, the undersigned has executed this Consent as of the date first written above.

**GERBER HOMES & ADDITIONS LLC**

By: Bruce E. Gerber  
Bruce E. Gerber, Member

By: John M. Graziose  
John M. Graziose, Member

Schedule A  
LaCrosse Circle-5B-3  
60.00 foot right of way/Traffic Island

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING at a point in the west line of LaCrosse Circle, said point also being the northeast corner of Lot 32 Fox Ridge Subdivision as shown on a survey map made by Venezia Professional Land Surveyors dated August 21, 2020 and recorded in the Ontario County Clerk's Office as Map No. 37660.

Thence North  $07^{\circ} 55' 38''$  East in the west line of LaCrosse Circle a distance of 61.21 feet to a point;

Thence Northwesterly along a curve to the left with a radius of 40.00 feet and an arc length of 46.39 feet to a point;

Thence along a curve to the right with a radius of 89.50 feet with an arc length of 458.45 feet to a point;

Thence Southwesterly along a curve to the left with a radius of 40.00 feet with an arc length of 32.84 feet to a point;

Thence South  $07^{\circ} 55' 38''$  West a distance of 85.16 feet to a point

Thence North  $82^{\circ} 04' 22''$  West a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING

---

# ATTACHMENT 6

# *Town of Canandaigua*

5440 Routes 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-3300 ~ townofcanandaigua.org

*Established 1791*

August 11, 2023

Mr. Scott Morrell  
Morell Builders  
1501 Pittsford-Victor Road, Suite 100  
Victor, NY 14564

**RE: LAKEWOOD MEADOWS SUBDIVISION SECTIONS 9D  
STREET LIGHT – ESCROW AMOUNT  
TAX MAP NO. 112.19-1-500.100  
CPN 19-037**

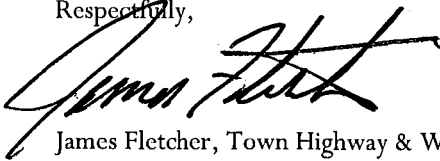
As you are aware, Morrell Builders is working with the Town of Canandaigua to address comments received from the Town of Canandaigua and the Town Engineer (MRB) regarding ongoing construction and the remaining items to be completed in order to allow for the dedication and close-out process for Section 9D of Lakewood Meadows Subdivision to take place.

One of the items being requested prior to the Town of Canandaigua taking dedication is for an escrow in an amount of \$6,000.00 to be provided to the Town of Canandaigua Town Clerk to cover the cost to install a street light within Lakewood Meadows Section 9 at a location to be determined by the Highway Superintendent.

The escrow is to remain on file with the Town of Canandaigua until such time all above referenced items have been satisfactorily resolved and approved by the Town of Canandaigua.

If you have any questions please contact the Town of Canandaigua at your earliest convenience.

Respectfully,



James Fletcher, Town Highway & Water Superintendent

# ATTACHMENT 7

# ENGINEERS CONSTRUCTION COST ESTIMATE

**PROJECT:** North Road Reconstruction and New Sidewalks

**Project No.:** 0300.23002  
**Bid Date:** TBD

**OWNER:** Town of Canandaigua

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
<b>BASE BID</b>					
021.03	NO.1/NO. 2 CRUSHED STONE (UNDER DRAIN)	588	CY	\$35.00	\$ 20,580.00
302.04	4" PERFORATED CORRUGATED POLYETHYLENE PIPE	4,515	LF	\$15.00	\$ 67,725.00
303.12	12" SICPP STORM SEWER	4,950	LF	\$65.00	\$ 321,750.00
303.15	15" SICPP STORM SEWER	564	LF	\$90.00	\$ 50,760.00
303.18	18" SICPP STORM SEWER	405	L.F.	\$100.00	\$ 40,500.00
303.24	24" SICPP STORM SEWER	36	L.F.	\$150.00	\$ 5,400.00
303.426	42"X60" ARCH SICMP STORM SEWER	96	L.F.	\$400.00	\$ 38,400.00
305	REMOVE EXISTING STORM SEWER	7,045	LF	\$10.00	\$ 70,450.00
320.4	4' DIAMETER CONCRETE STORM MANHOLE	1	EA.	\$7,500.00	\$ 7,500.00
320.8	8' DIAMETER CONCRETE STORM MANHOLE	1	EA.	\$15,000.00	\$ 15,000.00
321	REMOVE EXISTING DRAINAGE INLET	15	EA.	\$1,000.00	\$ 15,000.00
321.12	INSTALL 12" DIA. FIELD INLET	27	EA.	\$2,000.00	\$ 54,000.00
321.2	REMOVE & REPLACE CATCH BASIN	2	EA.	\$3,500.00	\$ 7,000.00
321.2424	24"X24" PRECAST DROP INLET	7	EA.	\$2,500.00	\$ 17,500.00
321.2432	INSTALL TYPE S DROP INLET W/ GRATE	47	EA.	\$2,500.00	\$ 117,500.00
330	SILT FENCE	500	LF	\$1.00	\$ 500.00
400.1	2-6" LIFTS TYPE 2 CRUSHER RUN LIME STONE (NYSDOT GRADATION TABLE 733-04)	5,444	CY	\$35.00	\$ 190,555.56
400.2	3" CRUSHER RUN STONE (NYSDOT SPC 304-1.02 TYPE 2	1,159	CY	\$40.00	\$ 46,360.00
401.1	4" ASPHALT CONCRETE TYPE 404.378901-37.5-F9 BASE	2,752	TON	\$125.00	\$ 344,000.00
401.3	3" ASPHALT CONCRETE TYPE 404.198901-19-F9 BINDER	2,189	TON	\$130.00	\$ 284,570.00
401.7	1 1/2" ASPHALT CONCRETE TYPE 404.098101-9.5-F1 TOP	1,224	TON	\$150.00	\$ 183,600.00
403	TENSAR GEOTEXTILE FABRIC	4,633	SY	\$3.00	\$ 13,898.89
404	TEMPORARY ASPHALT PAVEMENT	100	TON	\$90.00	\$ 9,000.00
427	SAW CUT EXISTING PAVEMENT	300	LF	\$3.00	\$ 900.00
426	ASPHALT TACK COAT	300	LF	\$0.75	\$ 225.00
428	REMOVE ASPHALT PAVEMENT AND SUBBASE	8,167	CY	\$25.00	\$ 204,166.67
433	MILL 2" EXISTING PAVEMENT	1,836	SY	\$7.50	\$ 13,770.00
440	PAVEMENT MARKINGS	6,670	SF	\$10.00	\$ 66,700.00
474	CAST IN PLACE CONCRETE MOUNTABLE CURB	9,726	LF	\$55.00	\$ 534,930.00
476.5	INSTALL NEW 5' WIDE CONCRETE SIDEWALK	380	LF	\$65.00	\$ 24,700.00
476.8	INSTALL NEW 8' WIDE CONCRETE SIDEWALK	4,572	LF	\$100.00	\$ 457,200.00
477	REMOVE EXISTING CONCRETE SIDEWALK	13	SF	\$25.00	\$ 325.00
504	ASPHALT DRIVE RESTORATION	18,400	SF	\$11.00	\$ 202,400.00
521	Lawn Restoration	36,000	SF	\$2.00	\$ 72,000.00
524	NEW CONCRETE GUTTER	24	LF	\$75.00	\$ 1,800.00
524.2	REMOVE CONCRETE GUTTER	9,000	LF	\$10.00	\$ 90,000.00
526.1	REMOVE FIELD INLET	12	EA.	\$750.00	\$ 9,000.00
001	MOBILIZATION (4% SUBTOTAL MAX)	1	LS	\$144,000.00	\$ 144,000.00

**ENGINEERS CONSTRUCTION COST ESTIMATE**

**PROJECT:**     North Road Reconstruction and New Sidewalks  
                  \_\_\_\_\_

**Project No.:**   0300.23002  
**Bid Date:**     TBD

**OWNER:**       Town of Canandaigua  
                  \_\_\_\_\_

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
002	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$72,000.00	\$ 72,000.00
004	PROJECT SURVEY AND STAKEOUT	1	LS	\$15,000.00	\$ 15,000.00
ESTIMATED CONSTRUCTION SUBTOTAL					\$ 3,830,666.11

Construction Contingency (12%)	\$	460,000.00
<b>TOTAL CONSTRUCTION COST W/ CONTINGENCY</b>	<b>\$</b>	<b>4,291,000.00</b>
Engineering, Bidding, & Construction Services (20%)	\$	766,500.00
Construction Observation (10%)	\$	383,500.00
Administration, Financial, & Legal Services (5%)	\$	192,000.00
<b>TOTAL ENGINEERING, LEGAL &amp; ADMIN COSTS</b>	<b>\$</b>	<b>1,342,000.00</b>
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$</b>	<b>5,633,000.00</b>

# ATTACHMENT 8

THE  
**ASSOCIATION OF TOWNS**  
OF THE  
STATE OF NEW YORK

GERALD K. GEIST  
*Executive Director*

KIMBERLY A. SPLAIN  
*Deputy Director*

150 State Street  
Albany, NY 12207

Telephone  
Area Code 518 – 465-7933  
Fax # 518 – 465-0724

LORI A. MITHEN-DeMASI  
*Counsel*

SARAH B. BRANCATELLA  
*Associate Counsel*

KATHLEEN N. HODGDON  
*Associate Counsel*

October 30, 2023

Dear Town Clerk:

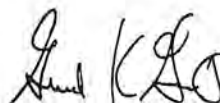
I'm writing to remind your town to assign a delegate (and an alternate) to attend our Annual Business Meeting with the purpose of electing the president, five vice presidents and voting on the Association's annual legislative platform. Assignments should be made to town officials who plan on attending the 2024 Training School and Annual Meeting, to be held at the New York Marriott Marquis, February 18-21, 2024.

**To assign your delegate:** The town board must adopt a resolution designating its delegate (and alternate). The alternate will assume delegate voting responsibilities if, the delegate cannot vote for any reason. After the resolution complete and submit the enclosed Certificate of Designation to us no later than **February 2, 2024**.

**Important dates for the delegate:** The optional Informational Budget Hearing will be held Sunday, February 18, 2024. Voting will take place at the Annual Business Meeting on Wednesday, February 21, 2024.

**A note about membership dues:** For a delegate to cast their vote at the Annual Business Meeting, your town's 2024 dues must be received in the office by February 2, 2024. We are unable to apply dues payments received by mail in our office after that date, no exceptions.

Kindest regards,



Gerald K. Geist  
Executive Director

## CERTIFICATE OF DESIGNATION

**This form must be filed with:**

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NY 12207

**By FEBRUARY 2, 2024**

In order to establish eligibility and credentials to vote at the 2024 Business Session

**TO: THE OFFICERS AND MEMBERS OF  
The Association of Towns of the State of New York**

*To Ensure Correct Spelling On Badges, Please Print Or Type*

I, \_\_\_\_\_, Town Clerk of the Town of \_\_\_\_\_, in  
the County of \_\_\_\_\_ and State of New York DO HEREBY CERTIFY that  
the town board of the aforesaid town has duly designated the following named person to attend  
the Annual Business Session of the Association of Towns of the State of New York, to be held  
during February 21, 2024, and to cast the vote of the aforesaid town, pursuant to §6 of Article III of  
the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

In the absence of the person so designated, the following named person has been designated to  
cast the vote of said town:

NAME OF ALTERNATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Town Clerk

# ATTACHMENT 9

# INTERMUNICIPAL AGREEMENT

## Court Security Services

**THIS AGREEMENT** (this "Agreement") is made January 1, 2024 by and between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as "the County") and the **TOWN OF CANANDAIGUA**, a municipal corporation of the State of New York, having an office and place of business at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424 (hereinafter referred to as "the Town").

**WHEREAS**, the Town has identified the need for additional court security in the operation of its Town Court and, therefore desires to said obtain services from the County; and

**WHEREAS**, the County desires to provide such services for the compensation and on the terms herein provided.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section 119-o, the parties agree as follows:

FIRST: the County shall furnish to Town the services of a part-time deputy(s) for no more than 11 hours per month with equipment, to function as court security for the TOWN OF CANANDAIGUA Court.

SECOND: For the services rendered pursuant to Paragraph FIRST, the County shall be paid a fee of approximately \$13,000 by the Town for the term of this contract.

THIRD: The term of this Agreement shall be January 1, 2024, until December 31, 2024.

FOURTH: Any deputy assigned to the Town for court security pursuant to this agreement shall remain an employee of the County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the County Sheriff, and shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal.

The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

FIFTH: Either party, upon thirty (30) days' notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

SIXTH: All original records compiled by the County in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

SEVENTH: The Town agrees to procure and maintain during the term of this Agreement insurance in compliance with Schedule "B" attached hereto and made a part hereof and to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered mail (postage pre-paid), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

TOWN OF CANANDAIGUA

5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424

To the County:

Ontario County Sheriff's Office

74 Ontario Street

Canandaigua, New York 14424

NINTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the Parties to the maximum extent possible.

ELEVENTH: The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

TWELFTH: This Agreement does not create a "special relationship." Specifically, this Agreement is not:

- a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- b. knowledge on the part of the County's agents that inaction could lead to harm;
- c. some form of direct contact between the County's agents and the injured party; and
- d. evidence of a party's justifiable reliance on the County's affirmative undertaking.

THIRTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the County Board of Supervisors.

FOURTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF** the Town and the County have executed this Agreement.

## Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided **by the Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

**ANY** change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

### **Workers' Compensation and Disability Insurance:**

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us).

### **Liability Insurance**

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

- a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.
- c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

- d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).
- c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an “additional insured” (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.
- d. “Certificate Holder” shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.
- e. The Description of Operations must say “Vendor/Contractor/Consultant services provided as per contract with Ontario County.”

#### **Notice of Non-renewal, Change, or Cancellation**

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

#### **Proof of Insurance**

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

#### **Limitation of Liability**

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor’s/Contractor’s/Consultant’s liability.

#### **Waiver of Subrogation**

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

#### **Primary Coverage**

Vendor/Contractor/Consultant’s insurance shall be primary and the County’s self-insurance shall be excess and shall not contribute with it.

<b>Vendor Classification</b>	<b>A Construction &amp; Maintenance</b>	<b>B Purchase or Lease of Merchandise or Equipment</b>	<b>C Consultant Services</b>	<b>D Professional Services</b>	<b>E Property Leased to Others or Use of Facilities or Grounds</b>	<b>F Transportation Services</b>	<b>G All Purposes Public Entity Contracts</b>
<b>Commercial General Liability</b>							
Each Occurance	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
<b>Auto Liability</b>	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
<b>Workers Compensation &amp; Employers Liability</b>	See Below	See Below	See Below	See Below	See Below	See Below	
<b>Disability Benefits</b>	See Below	See Below	See Below	See Below	See Below	See Below	
<b>Professional Liability</b>				\$1,000,000			
<b>Ontario County to be Named Add'l Insd On</b>	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

**Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>**

(\*\*\*) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

## **Workers' Compensation Requirements under Workers' Compensation Law §57**

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us). Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

## **Disability Benefits Requirements under Workers' Compensation Law §220(8)**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

**NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.buinessexpress.ny.gov/> or

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)

# ATTACHMENT 10

# INTERMUNICIPAL COOPERATION AGREEMENT

## Law Enforcement Services

**THIS AGREEMENT** (this “Agreement”) is made on the day and year hereinafter set forth opposite the last signature of the parties by and between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as the “County”) and the **TOWN OF CANANDAIGUA**, a municipal corporation of the State of New York, having an office and place of business at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424, (hereinafter referred to as the “Town”). The County and Town are sometimes referenced to herein individually as a “party” and collectively as the “parties.”

**WHEREAS**, the Town has identified the need for a level of law enforcement over that which is customarily provided (“Enhanced Law Enforcement”); and

**WHEREAS**, the Town desires to obtain services in connection with provision of Enhanced Law Enforcement; and

**WHEREAS**, the County desires to provide such services for the compensation and on the terms herein provided.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section 119-o, the parties agree as follows:

FIRST: The County shall furnish law enforcement services as provided and described in Appendix "A" which is annexed hereto and made a part hereof.

SECOND: For the services rendered pursuant to the FIRST Paragraph, the County shall be paid a fee as computed and provided in Appendix "B" which is annexed hereto and made a part hereof.

THIRD: The term of this Agreement shall commence as of January 1, 2023, and terminate on December 31, 2023. Either party, upon thirty (30) days’ notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

FOURTH: Any deputy assigned to the Town for the services provided in this Agreement shall remain an employee of Ontario County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the Ontario County Sheriff, who shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal. Assignment and activities of the Sheriff’s personnel shall be subject to the deputies on duty at any given time being summoned for other details as may be deemed necessary by the Sheriff.

FIFTH: The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

SIXTH: All original records compiled by the County in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

SEVENTH: The Town agrees that it shall procure and maintain during the term of this Agreement insurance pursuant to Schedule "B" which is attached hereto and made a part hereof and to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered mail (postage pre-paid), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

TOWN OF CANANDAIGUA

5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424

To the County:

Ontario County Sheriff's Office

74 Ontario Street

Canandaigua, New York 14424

NINTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or

unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible.

ELEVENTH: This Agreement does not create a “special relationship.” Specifically, this Agreement is not:

- a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- b. knowledge on the part of the County’s agents that inaction could lead to harm;
- c. some form of direct contact between the County’s agents and the injured party; and
- d. evidence of a party’s justifiable reliance on the County’s affirmative undertaking.

TWELFTH: This Agreement shall not be enforceable until signed by all parties and approved by the County Board of Supervisors.

THIRTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF** the Town and the County have executed this Agreement.



## APPENDIX A

1. That the services to be provided by the assigned County employee shall be police services provided by a trained and certified Ontario County Sheriff's Deputy
2. That the Ontario County Sheriff's Department shall assign one or more county Deputy Sheriffs to conduct and carry out enforcement of laws of the State of New York and of the Town of Canandaigua within the confines of the Town of Canandaigua based upon the best professional judgment of the Ontario County Sheriff's Office.
3. That the emphasis, whenever possible, shall be upon enforcement of Vehicle and Traffic Laws, both State and Town of Canandaigua, on the highways of the Town of Canandaigua with particular emphasis in the Middle Cheshire Road and County Road 16 area. However, any Deputy assigned to this detail can be directed to respond to an emergency dispatch as the "closest car" and provide emergency law enforcement services as needed and appropriate.
4. That in addition to enforcement of Vehicle and Traffic Laws the police officer or officers shall be available for routine observation of homes located within the Town of Canandaigua that have been designated by the Ontario County Sheriff's Department as being temporarily vacant.
5. That the County shall continue to provide law enforcement services within the Town of Canandaigua in the same manner and approximately the same amount of time that has been traditionally and customarily provided within the Town of Canandaigua prior to entry of this agreement.
6. That this agreement is for the provision of law enforcement services in addition to the ordinary and customary services provided to this date.
7. That the services provided hereunder shall be not more than **twenty (20)** hours per week with the understanding that a portion of said law enforcement time may be required for appearance in court on matters relating to the law enforcement function of the assigned officer or officers.

## **APPENDIX B**

1. The Ontario County Sheriff's Office shall assign Certified Part-time County Police Officers to work in the Town of Canandaigua, primarily to enforce the vehicle and traffic laws. The officer's time will be accumulated and paid by the Sheriff's Office.
2. Quarterly, the Sheriff's Office will cost the hours worked, including benefits, for the Town of Canandaigua Traffic Enforcement Detail and bill accordingly to the Town of Canandaigua..
3. The quarterly billing will include the Officer's name and hours worked by date supporting the hours worked above.
4. The Town of Canandaigua shall pay Ontario County upon receiving and reviewing the quarterly billing within thirty days.
5. The hours of duty in the Town of Canandaigua under this agreement shall be in addition to the hours ordinarily supplied to the Town of Canandaigua by the Sheriff's Office excluding this agreement.
6. The Sheriff's Office shall not assign deputies, pursuant to this agreement to the Town of Canandaigua that shall exceed, on the average, 260 hours in any given quarterly period.
7. The approximate amount of cost to the Town of Canandaigua will be **\$29,000** per year for the services specified in this agreement. Services will be invoiced at the actual hourly and benefit rate of each officer assigned.

## Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided **by the Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

**ANY** change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

### **Workers' Compensation and Disability Insurance:**

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us).

### **Liability Insurance**

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

- a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.
- c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

- d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).
- c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an “additional insured” (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.
- d. “Certificate Holder” shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.
- e. The Description of Operations must say “Vendor/Contractor/Consultant services provided as per contract with Ontario County.”

#### **Notice of Non-renewal, Change, or Cancellation**

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

#### **Proof of Insurance**

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

#### **Limitation of Liability**

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor's/Contractor's/Consultant's liability.

#### **Waiver of Subrogation**

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

#### **Primary Coverage**

Vendor/Contractor/Consultant's insurance shall be primary and the County's self-insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
<b>Commercial General Liability</b>							
Each Occurance	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
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General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
<b>Auto Liability</b>	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
<b>Workers Compensation &amp; Employers Liability</b>	See Below	See Below	See Below	See Below	See Below	See Below	
<b>Disability Benefits</b>	See Below	See Below	See Below	See Below	See Below	See Below	
<b>Professional Liability</b>				\$1,000,000			
<b>Ontario County to be Named Add'l Insd On</b>	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

**Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>**

(\*\*\*) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

## **Workers' Compensation Requirements under Workers' Compensation Law §57**

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us). Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

## **Disability Benefits Requirements under Workers' Compensation Law §220(8)**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

**NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.buinessexpress.ny.gov/> or

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)

# ATTACHMENT 11

## Agreement Between the Ontario County Historical Society and the Town of Canandaigua

Dear Town of Canandaigua,

This will acknowledge our request regarding the Town of Canandaigua's FY 2024 budget. We appreciate your support of the Historical Society and your dedication to history.

The Historical Society continues to hold an abundance of artifacts, photographs and ephemera pertaining to the town's history. We also continue to grow our collection so that we can share the stories of Canandaiguans and Ontario County residents in the future.

Our current exhibit "Lets Go Have Fun: Glimpses of Recreation in Ontario County, 1900-1965" highlights several stories from Canandaigua and the surrounding area. It has allowed people to gather and remember the town as it once was and for what it is today. Additionally, our partnership with Ontario County Arts Council has allowed us to interact with town residents and town spaces more often.

The Historical Society is pleased to have played an active role in the town's History Committee and looks forward to working on more projects with the parks department.

This active role and these events include:

- Offering exhibits and programs that highlight the history of the town at no cost
- Write articles for the town newsletter
- Our director, curator, and volunteers assist the history team with their cemetery project, the historic building survey, and any new project that will arise this year.
- Attendance at meetings such as the planning meeting
- Use our online presence to highlight and promote town events that help to create a more robust community environment.
- The director and volunteers continue to be willing and excited to work with the town on projects similar to the town maps project in 2018, floats for parades, and special days to celebrate the town and its citizens.

In 2024, among other Canandaigua town matters, the Historical Society's exhibit and programming theme will be photography of our people and landscape. We hope to highlight many stories from the town's past and use them to create new programming for our residents. An exhibit and a variety of public programming is being planned.

With these activities and level of involvement in the town's activities we would like to respectively request a continuation of the town's \$10,000 level of support in the 2024 budget.

If you have any questions or concerns, please reach out.

Best,

Cody Grabhorn  
Executive Director  
Ontario County Historical Society  
55 North Main Street  
Canandaigua, NY 14424

**Agreement Between the Ontario County Historical Society  
and the Town of Canandaigua**

This agreement is made between the Town of Canandaigua and the Ontario County Historical Society for the described activities and services during the calendar year 2024.

 Date 12/6/23

Cody Grabhorn  
Executive Director  
Ontario County Historical Society

\_\_\_\_\_ Date \_\_\_\_\_

Jared Simpson  
Town Supervisor  
Town of Canandaigua

# ATTACHMENT 12

# *Town of Canandaigua*

5440 Routes 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-1120 ~ [townofcanandaigua.org](http://townofcanandaigua.org)  
*Established 1791*

## Request for Proposals – REPLACEMENT FISHING DOCK FLOATING OR FIXED at ONANDA PARK

**Released: October 13, 2023**

**Due: November 13, 2023**

The Town of Canandaigua is accepting bids for a dock to replace the existing fishing dock at 4965 Co Rd 16, Canandaigua, NY 14424. The Town is entertaining proposals for a metal fixed or floating dock that is ADA friendly and can match the existing dock footprint.

Proposals shall be addressed to: Jean Chrisman, Town Clerk  
Town of Canandaigua  
5440 Route 5 & 20 West  
Canandaigua, NY 14424

OR sent digitally to: [JChrisman@townofcanandaigua.org](mailto:JChrisman@townofcanandaigua.org)

If mailing; two (2) hard copies of the proposal shall be submitted. The envelope shall note the name and address of the company submitting the bid. Proposals may be delivered by mail, courier, or in person.

Or

One (1) digital copy may be sent to [JChrisman@townofcanandaigua.org](mailto:JChrisman@townofcanandaigua.org). The Town is not responsible for bids not received digitally. Proposals must be received **PRIOR TO 4:00 PM EST** on November 13, 2023 to be considered.

The Town of Canandaigua is accepting proposals for the replacement of the current fishing dock at Onanda Park. The town will entertain proposals for a fixed OR floating dock based on the following specifications.

- ADA friendly OR ADA compliant
- The new dock should be an exact replica or very close to an exact replica of the existing dock
- Proposals can include utilizing the current dock to create a fixed dock
- Metal dock preferred
- Must include installation

**Questions:**

Questions about this Request may be directed to Jean Chrisman, Town Clerk, [Jchrisman@townofcanandaigua.org](mailto:Jchrisman@townofcanandaigua.org) or (585) 394-1120

Questions will be answered until October 27, 2023 and answers will be posted to the Town of Canandaigua's website page "RFP/Bids" by November 3, 2023.

**Selection:**

1. Any contracts, if awarded, will be to the lowest responsive/responsible bidder(s) or in accordance with the Town's Best Value Policy, in part or in whole who meet(s) all the terms of the specifications. Any contract(s) awarded as a result of this bid will be between the Town of Canandaigua and the successful vendor(s). The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Canandaigua shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation. The Town of Canandaigua reserves the right to terminate the selection proceedings at its option at any time during the process. Once awarded the Town will require A current Certificate of Liability Insurance, and Worker's Compensation Insurance Certificate or CE-200 Exemption Certification. (Must be current or renewal must be provided upon expiration.) Once work is complete the Town will require a furnishing of all materials used. Subject to prevailing wage schedule.

**Miscellaneous**

- 1.The Town reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select contractors for the program outside of the scope of this RFP.
- 2.The Town assumes no responsibility or liability for costs incurred by respondents to this Request for Proposals, including any requests for additional information, interviews, or negotiations.
- 3.Minority- and Woman-owned Business Enterprises (M/WBE) are encouraged to respond to the RFP, either as prime or subcontractors.

# *Town of Canandaigua*

5440 Routes 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-1120 / Fax: (585) 394-9476  
www.townofcanandaigua.org

*Established 1791*

## **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid each bidder and each person on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, Consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- 3) No attempt has been made or will be made by the bidder to induce any other Person, partnership or corporation to submit or not to submit a bid for the Purpose of restricting competition.

BIDDER NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

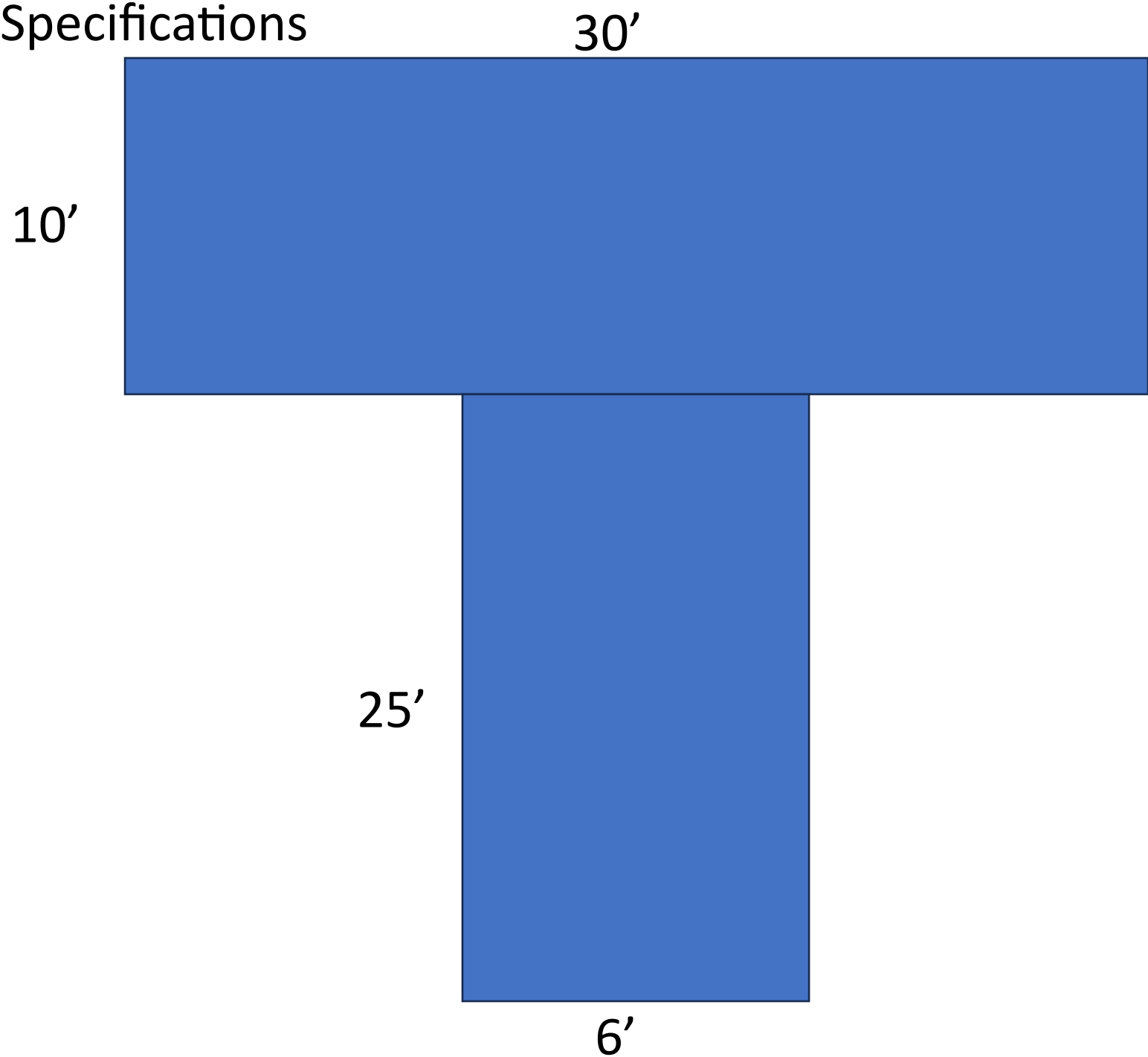
PHONE AND EMAIL: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_

REPRESENTATIVE'S TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Current Dock  
Specifications



Do you have any digital pictures of the existing dock and shoreline area that you have selected that you can share with us.







**Was it your Town Employees' intentions to provide a shore side abutment to attach the new dock too or is that to per part. of the installation scope of work to be provided**

The dock should be attached to the same shore side abutment as the current dock.

**We are assuming this will be a spring 2024 installation.**

Spring before Memorial Day or After Labor Day in 2024

**Is there a local boat ramp at the park to launch the new dock system from**

Yes, we have a boat launch on site.

**Is there much of a water elevation change in the course of a season.**

Yes, water elevation can change anywhere from 2'-4' depending on the season.

**Would you happen to know the water depth at the far end of the dock?**

It is currently 6' but can change with the season.

**Can the existing chain and sinker anchorage system be reused or do all the anchorage chains need to be replaced which would require new concrete weight be required to be fabricated and delivered with the dock system?**

The existing anchors and chains can be used.

**Is the new dock to replace this dock at this location, or are you adding an additional site that will have a similar abutment to attach too?**

This new dock will replace the current dock in the same location

**Do you wish in this system to include, two benches and two fishing cleaning tables?**

Yes we would like to keep the current features that we have.

**I am assuming that each season the assembly would be removed for winterization.**

We only remove it in rare cases when we worry about water freezing and ice formation.

	<b>Martin's Custom Tidesides</b> <b>7250 Route 14</b> <b>Sodus Point, NY 14555</b> 315-573-3288	<b>Dock Hardware &amp; Marine Fabrication</b> <b>1407 Lees Landing Circle</b> <b>Conway, SC 29526</b> 843-798-3625	<b>RDI Construction Inc.</b> <b>4305 State Route 104</b> <b>New Haven, NY 13121</b> 315-975-7570
<b>Price</b>	\$52,800	\$55,897	\$145,000 Install of Permanent dock by land with crane driving piling \$185,000 Install of permanent dock by barge pile driving \$195,000 Install of permanent dock by barge with drilled piling
<b>Floating or Fixed</b>	Fixed	Floating	Fixed
<b>Scope of Work</b>	fixed steel frame dock supported by 8" steel piles Current floating dock placed on top of new steel frame exact replica of current dock	6ft x 25 ft ADA commercial Gangway with float assembly per supplied DWG/ All welded construction Allow 6061 T6 10ft x 30 ft ADA fishing float per supplied DWG/ 4 ADA fishing stations as per call out on DWG/ All welded construction/ Allow 6061 T 6 6 ft wide aluminum resting benches mounted on backside Fish cleaning stations per supplied documents supplied, mounted between front handrails in locations on DWG Crew installation utilizing existing anchorage system and anchor chains 4 man crew, work boat and telhandler lifting machine provided during install Shipping with all wide load permits	removal and disposal of existing dock prefabricated steel frame dock ill be built in welding shock new dock dimensions stay the same as the old ones install of the dock by either pile driving 5 1/2"OD .415 wall thickness pipe until failure or drilling and driving into bedrock if there is not enough over burden to drive into 2"x6" premium pressure treated lumber used to deck and finish the dock to replicate original
<b>Experience</b>	installed over 100 docks using steel welded frame design for over 10 years on the fingerlakes, canals, ponds, rovers, bay and great lakes	Manufactures wood, concrete and aluminum floating structures and gangways Over 20 years of experience in enginerring, design, and fabircation Install of over 50 + docks	Majority of docks built are on the St. Lawrence seaway and Lake Ontario
<b>Signed Non-collusive Bidding Certification</b>	Yes	Yes	Yes

# ATTACHMENT 13

# 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.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project:			
Town of Canandaigua - Richard P. Outhouse Memorial Park Restoration Project			
Project Location (describe, and attach a location map):			
Outhouse Memorial Park in the Town of Canandaigua, NY Tax Parcel 83.00-1-3.121			
Brief Description of Proposed Action:			
<p>This project involves restoration improvements to damages caused by the severe flooding that occurred in Canandaigua, NY on July 9, 2023. Improvements include building repairs, Pirate Ship Playground restoration, landscaping throughout the park including tree maintenance and restoration, bocce ball court repairs, picnic table repairs and replacements, basketball court repairs, bench repairs and replacements, walking path restoration, and mulch replacement. Building 300 improvements involve repairing and restoring the restrooms including drywall replacement and installation insulation replacement, fixtures, doors, woodwork, and water fountain repairs. Improvements to the Pirate Ship Playground include restoration of damaged equipment, cleaning, and replacement of the rubber mulch.</p>			
Name of Applicant or Sponsor:		Telephone: 585-394-1120	
Town of Canandaigua Town Board		E-Mail: jsimpson@townofcanandaigua.org	
Address:			
5440 Route 5 & 20 West			
City/PO:		State:	Zip Code:
Canandaigua		NY	14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval: NYSDEC, FEMA, SHPO, ACOE, Ontario County Planning Board			YES
3. a. Total acreage of the site of the proposed action?			34.7 acres
b. Total acreage to be physically disturbed?			<1 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			34.7 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <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 checked="" type="checkbox"/> Parkland			

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

- ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional  
☒ Wetland ☐ Urban ☒ Suburban

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 checked="" type="checkbox"/>	<input type="checkbox"/>

16. Is the project site located in the 100-year flood plan?

NO	YES
<input checked="" 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
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will storm water discharges flow to adjacent properties?

NO	YES
<input type="checkbox"/>	<input type="checkbox"/>

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

NO	YES
<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 checked="" 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 checked="" 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 checked="" 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: Town of Canandaigua Town Board


Date: December 18, 2023

Title: Town Supervisor

Signature: \_\_\_\_\_

PRINT FORM



0300.23007	<b>MRB   group</b> <small>Engineering, Architecture &amp; Surveying, D.P.C.  145 Culver Road, Suite 160, Rochester, New York 14620 585-381-9250 Phone  www.mrbgroup.com</small>	Drawn By: T JV		FEDERAL DISASTER ASSISTANCE - NEPA
SHEET NO.		Scale: 1" = 200' @ 11" x 17"		TOWN OF CANANDAIGUA, ONTARIO COUNTY, NY
1 of 1		Date: DEC 2023		OUTHOUSE PARK IMPROVEMENT AREA

# ATTACHMENT 14

# 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.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Town of Canandaigua Roads and Highway Improvements Project			
Project Location (describe, and attach a location map): Please see Appendix A			
Brief Description of Proposed Action: This action involves improvements to damaged roads and highways at 22 locations caused by the severe flooding that occurred in Canandaigua, NY on July 9, 2023. Improvements include road shoulder repairs, road base repairs, culvert repairs, and debris clean up.			
Name of Applicant or Sponsor: Town of Canandaigua Town Board		Telephone: 585-394-1120 E-Mail:	
Address: 5440 Route 5&20 West			
City/PO: Canandaigua		State: New York	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 checked="" type="checkbox"/>	YES <input 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: FEMA		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		147.2 acres varies acres 147.2 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

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

- ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional  
☐ Wetland ☐ Urban ☒ Suburban

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 checked="" type="checkbox"/>

16. Is the project site located in the 100-year flood plan?

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes,

a. Will storm water discharges flow to adjacent properties?

NO	YES
<input type="checkbox"/>	<input type="checkbox"/>

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

NO	YES
<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)?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, explain the purpose and size of the impoundment:

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, describe:

Area 9 is located within 2000 feet of a site in the NYSDEC Environmental Site Remediation Database

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, describe:

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

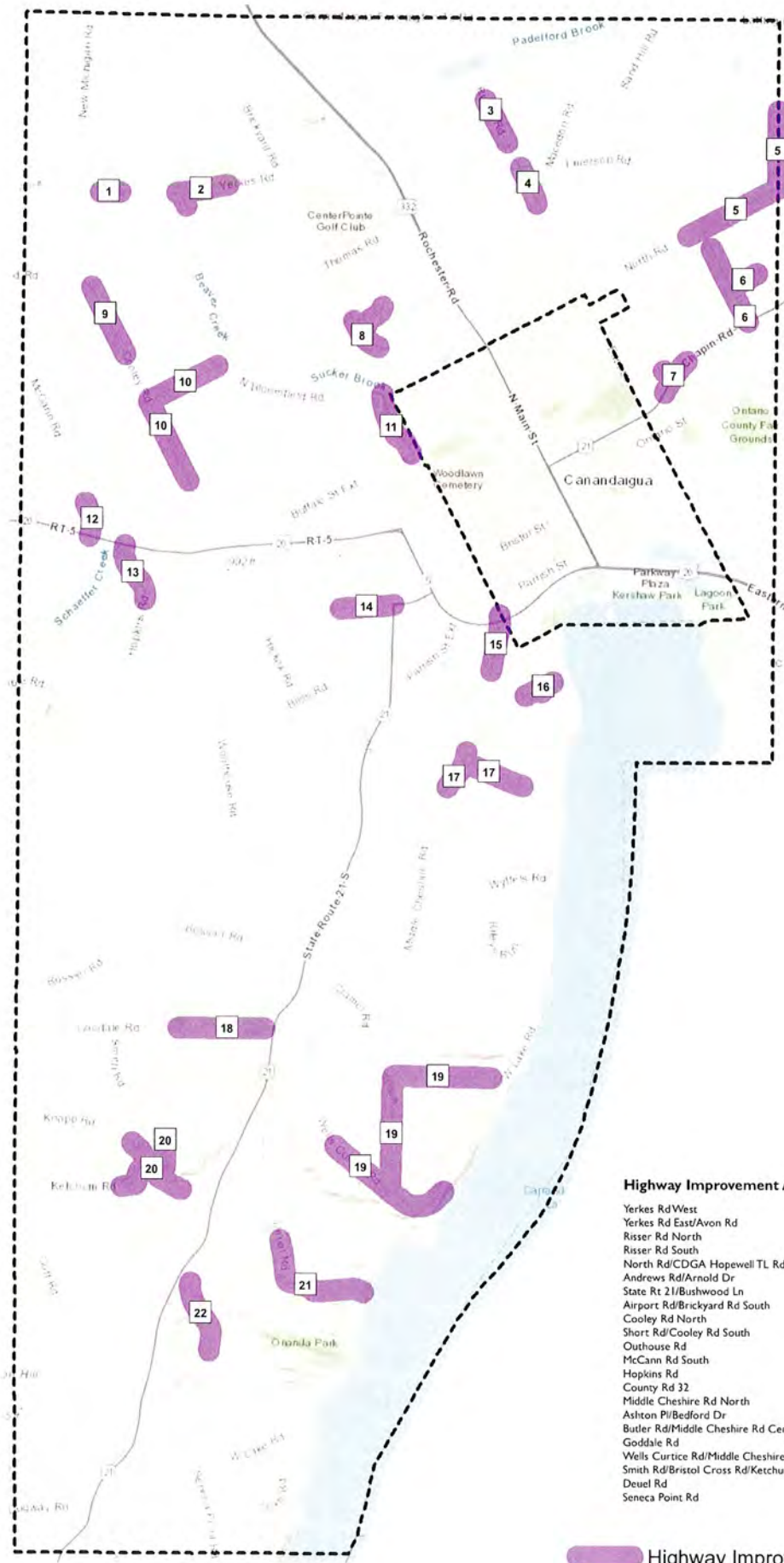
Date: December 18, 2023

Applicant/sponsor/name: Town of Canandaigua Town Board

Title: Town Supervisor


Signature:

PRINT FORM



#### Highway Improvement Area

- |   |    |
|---|----|
| Yerkess Rd West                                     | 1  |
| Yerkess Rd East/Avon Rd                             | 2  |
| Risser Rd North                                     | 3  |
| Risser Rd South                                     | 4  |
| North Rd/CDGA Hopewell TL Rd                        | 5  |
| Andrews Rd/Arnold Dr                                | 6  |
| State Rt 21/Bushwood Ln                             | 7  |
| Airport Rd/Brickyard Rd South                       | 8  |
| Cooley Rd North                                     | 9  |
| Short Rd/Cooley Rd South                            | 10 |
| Outhouse Rd   | 11 |
| McCann Rd South                                     | 12 |
| Hopkins Rd  | 13 |
| County Rd 32  | 14 |
| Middle Cheshire Rd North                            | 15 |
| Ashton Pl/Bedford Dr                                | 16 |
| Butler Rd/Middle Cheshire Rd Central                | 17 |
| Goddale Rd  | 18 |
| Wells Curtice Rd/Middle Cheshire Rd South/Foster Rd | 19 |
| Smith Rd/Bristol Cross Rd/Ketchum Rd                | 20 |
| Deuel Rd  | 21 |
| Seneca Point Rd                                     | 22 |

 Highway Improvement Area

## **Appendix B: Highway Improvement Areas**

### **1: Yerkes Road and New Michigan Road Highway Improvement Area**

- Road improvements including asphalt and road shoulder repairs
- Repairs to collapsed culverts and debris load

### **2: Yerkes Road and Avon Road Highway Improvement Area**

- Repair asphalt and road shoulder damage
- Culvert repairs

### **3: Risser Road North Highway Improvement Area**

- Road improvements and debris removal

### **4: Risser Road South Highway Improvement Area**

- Road improvements and debris removal

### **5: North Road and Canandaigua Hopewell Townline Road Highway Improvement Area**

- Road improvements and debris removal

### **6: Andrews Road and Arnold Drive Highway Improvement Area**

- Road improvements and debris removal

### **7: State Route 21 and Bushwood Lane Highway Improvement Area**

- Road improvements and debris removal

### **8: Airport Road Highway Improvement Area**

- Road shoulder repairs

### **9: Cooley Road Highway Improvement Area**

- Road improvements including asphalt and road shoulder repairs

### **10: Short Road Highway Improvement Area**

- Road improvements including asphalt and road shoulder repairs
- Culvert repairs

### **11: Outhouse Road Highway Improvement Area**

- Culvert repairs
- Debris clean up
- In kind complete street reconstruction from CR30 to Motion Junction

### **12: McCann Road and Route 5&20 Highway Improvement Area**

- Road improvements including asphalt and road shoulder repairs

# ATTACHMENT 15

# 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.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Town of Canandaigua Stormwater Facilities Repair Project			
Project Location (describe, and attach a location map): Deuel Road, Route 5&20, Country Road 30, and Outhouse Road in Canandaigua, NY			
Brief Description of Proposed Action:  The Town of Canandaigua Stormwater Facilities were affected by the heavy rainfall and flooding on July 9, 2023. This action involves restoration and repairs to damaged facilities. Improvements include: Deuel Road Facility had damage to the inlet and outlet, forebay full of sediment, water redirected around the facility, damage to berms and control structures. 5&20/Sauder Facility improvements include repairing damaged berms. County Road 30 facility improvements involve repairing the diversion weir that was damaged. Outhouse facility improvements include repairing weir structure and stabilizing pond slopes.			
Name of Applicant or Sponsor:  Town of Canandaigua Town Board		Telephone: 585-394-1120  E-Mail: jsimpson@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 checked="" type="checkbox"/>  YES  <input 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: NYSDEC, FEMA, SHPO, ACOE, Ontario County Planning Board, NYSDOT			NO  <input type="checkbox"/>  YES  <input checked="" 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:  <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Urban</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Rural (non-agriculture)</div> <div style="width: 50%;"><input type="checkbox"/> Industrial</div> <div style="width: 50%;"><input type="checkbox"/> Commercial</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Residential (suburban)</div> <div style="width: 50%;"><input type="checkbox"/> Forest</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Agriculture</div> <div style="width: 50%;"><input type="checkbox"/> Aquatic</div> <div style="width: 50%;"><input type="checkbox"/> Other(Specify):</div> <div style="width: 50%;"><input type="checkbox"/> Parkland</div> </div>			

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 checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Town of Canandaigua Town Board</u> Date: <u>December 18, 2023</u>		
Signature: _____ Title: <u>Town Supervisor</u>		



## **Appendix B: Stormwater Improvement Areas**

### **A: Emerson Road Stormwater Improvement Area**

- Removal of debris from inlets and outlets
- Removal of excess sediment from forebays and facilities

### **B: Airport Road Stormwater Improvement Area**

- Removal of debris from inlets and outlets
- Removal of excess sediment from forebays and facilities

### **C: County Road 30 Facility and Outhouse Road Stormwater Improvement Area**

- Repairs to damaged diversion weir

### **D: Route 5 & 20/Sauder Facility Stormwater Improvement Area**

- Restore damaged berms

### **E: Bedford Drive Stormwater Improvement Area**

- Removal of debris from inlets and outlets
- Removal of excess sediment from forebays and facilities

### **F: Deuel Road Facility Stormwater Improvement Area**

- Repairs to inlets and outlets
- Forebay restoration
- Restore damaged berms
- Repairs to control structures

