

Canandaigua Town Board

Meeting Agenda for

February 26, 2024

Onnalinda Room - 6:00pm

- Call To Order and Pledge of Allegiance
 - Pledge led by Councilperson David Sauter
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence – Most recent correspondence has been included in Attachment 1
- Privilege of the Floor
- Priority Business
 - Birthdays
- Presentations
 -
- Public Hearings

Continued Public Hearings:

New Public Hearings:

**A Public Hearing On A Local Law To Rezone 2625 County Road 22 From the AR-1 Zoning District To Mixed Use Overlay District And To Amend The Official Zoning Map Of The Town Of Canandaigua.
(Pertains to Resolution 2024-67)**

- Reports of Town Officials and Department Heads – Attachment 2
 - A. Highway / Water Superintendent
 - B. Assessor
 - C. Historian
 - D. Town Clerk
 - E. Planner
 - F. Human Resources & Parks Coordinator
 - G. Supervisor / Deputy Supervisor
 - 1. Monthly Financial Reports
 - a. Revenue & Expense Report and Cash Summary Report

ZOOM MEETING INFORMATION:

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

https://us02web.zoom.us/join/92PBu15q7_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.

- b. Overtime Report – All Departments
- c. Overtime Report – Highway & Water

➤ Reports of Town Board Standing Committees

A. Town Board Committees

- a. Finance
- b. Planning & Public Works
- c. Ordinance
- d. Economic Development

B. Reports of Citizen Boards, Committees and Commissions

- a. At the March 11th meeting the Town Board will request reports be shared by the
 - i. The Environmental Conservation Board
 - ii. The Tree Team

➤ Privilege of the Floor

➤ Resolutions and Motions

FINANCE

- Resolution No. 2024 – 057: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS
- Resolution No. 2024 – 058: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN SUPERVISOR
- RESOLUTION NO. 2024 – 059: AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE A MULTIYEAR AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR THE TOWN COURT, TOWN CLERK, AND REGULATORY AUDIT OF THE TOWN OF CANANDAIGUA.
- RESOLUTION NO. 2024 – 60: ACCEPTING PROPOSAL FROM TYLER TECHNOLOGIES FOR AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT

PLANNING / PUBLIC WORKS

- RESOLUTION NO. 2024 – 61: ACKNOWLEDGEMENT OF ANNUAL TRANSFER STATION REPORT
- RESOLUTION NO. 2024 – 62: AUTHORIZATION FOR TOWN OF CANANDAIGUA TO EXECUTE LEASE AGREEMENT WITH THE CANANDAIGUA LAKE COUNTY SEWER DISTRICT
- RESOLUTION NO. 2024 – 063: ACCEPTING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR MECHANICAL AND ELECTRICAL ENGINEERING DESIGN OF VEHICLE EXHAUST EXTRACTION SYSTEM
- RESOLUTION NO. 2024 – 064: ACCEPTING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR CANANDAIGUA CONSOLIDATED WATER SYSTEM IMPROVEMENT PROJECT WIIA GRANT APPLICATION
- RESOLUTION NO. 2024 – 065 : ACCEPTANCE OF RAVI ENGINEERING AND LAND SURVEYING P.C PROPOSAL FOR THE SENECA POINT ROAD CULVERT REPLACEMENT PROJECT AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT
- RESOLUTION NO. 2024 – 066: REQUEST TO SURPLUS FORD F-250 #208

ORDINANCE

- RESOLUTION NO. 2024 - 67: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTING A LOCAL LAW TO REZONE 2625 COUNTY ROAD 22 FROM AR-1 TO MUO AND TO AMEND THE OFFICIAL ZONING MAP

ECONOMIC DEVELOPMENT / GENERAL

- RESOLUTION NO. 2024 – 068: Acknowledgement of Ewaste+ 2023 Annual Report
- RESOLUTION NO. 2024 – 069: TERMINATING CONTRACT WITH PROPERTY GUARD LLC FOR SHORT TERM RENTAL MONITORING SERVICES AND AUTHORIZATION OF TOWN SUPERVISOR TO EXECUTE NECESSARY DOCUMENTS
- RESOLUTION NO. 2024 – 070: ACCEPTANCE OF GRANICUS HOST COMPLIANCE SOFTWARE QUOTE TO PROVIDE SHORT TERM RENTAL MONITORING SERVICES AND AUTHORIZATION OF TOWN SUPERVISOR TO EXECUTE DOCUMENTS
- RESOLUTION NO. 2024 – 071: UPDATE TO THE TOWN OF CANANDAIGUA'S ORGANIZATIONAL CHART
- RESOLUTION NO. 2024 – 072: PARKS LABORER PAY ADJUSTMENT
- RESOLUTION NO. 2024 – 073: PART TIME PLANNER EMPLOYMENT AGREEMENT AMENDMENT
- RESOLUTION NO. 2024 – 074: ACCEPTANCE OF SOIL EROSION CONTROL SURETY CHECK (1340) FOR 2890 COUNTY RD 10. (TAX MAP #84.00-1-17.200)
- RESOLUTION NO. 2024 – 075: DECOMMISSIONING SURETY BOND (800170853) 2890 COUNTY RD 10 (TAX MAP # 84.00-1-17.200)
- RESOLUTION NO. 2024 – 076: ACCEPTANCE OF SOIL EROSION CONTROL SURETY BOND (7901104884) FOR 4430 DEUEL RD. (TAX MAP # 125.00-1-31.111)
- RESOLUTION NO. 2024 – 077: DECOMMISSIONING SURETY BOND (7901104883) DEUEL RD (TAX MAP # 125.00-1-31.111)

RESOLUTION NO. 2024 – 057: 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 2

RESOLUTION NO. 2024 – 058: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN SUPERVISOR

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has authorized the Town Supervisor 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 Supervisor 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 3

RESOLUTION NO. 2024 – 059: AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE A MULTIYEAR AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR THE TOWN COURT, TOWN CLERK, AND REGULATORY AUDIT OF THE TOWN OF CANANDAIGUA.

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) wishes to comply with NY State annual audit requirements as laid out in New York State Law, NY Consolidated Laws, Uniform Justice Court Act - UJC §2019-a, and as identified in NYS Town Law, Article 4; and

WHEREAS, the Town Board has received a multiyear proposal for independent audit services from Lumsden McCormick dated January 4th, 2024 for the General Purpose Financial Statement Audit and Town Justice and Clerk Agreed-Upon Procedures Reports; and

WHEREAS, the proposed fees for 2023 are \$16,500 for the general financial statement audit and \$2,700 for the Town Justice and Town Clerk procedure reports, for 2024 are \$17,500 for the general financial statement audit and \$2,900 for the Town Justice and Town Clerk procedure reports, 2025 are \$18,600 for the general financial statement audit and \$3,100 for the Town Justice and Town Clerk procedure reports; and

NOW THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the 3-year proposal from Lumsden McCormick for the General Purpose Financial Statement Audit and the Town Justice and Clerk Agreed-Upon Procedures Reports to be paid from budget line AA100.1320.400 and authorizes the Town Supervisor to execute any and all documents associated with the proposal; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Supervisor and Finance Clerk II.

Attachment 4

RESOLUTION NO. 2024 – 60: ACCEPTING PROPOSAL FROM TYLER TECHNOLOGIES FOR AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) is aware that Tyler Technologies is the current provider of the Town’s Financial Management Software; and

WHEREAS, has received a quote from Tyler Technologies dated February 8th, 2024 for the cloud based version of the ERP Pro 10 Financial Management Suite, including modules for Core Financials, Fixed Assets, Project Accounting, and Purchasing in the amount of \$20,602.00 annually; and

NOW THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the proposal from Tyler Technologies dated February 8th, 2024, for services related to the ERP Financial Management Suite Software to be paid from budget line AA100.1680.400 and authorizes the Town Supervisor to execute any and all documents associated with the proposal; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Supervisor and Finance Clerk II.

Attachment 5

RESOLUTION NO. 2024 – 61 : Acknowledgement of Annual Transfer Station Report

WHEREAS, the Town of Canandaigua Transfer Station is required to submit the Registered Transfer Facility Annual Report annually; and

WHEREAS, the annual report forms have been completed and submitted to the proper state departments as required by law; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby acknowledges the submission of the Registered Transfer Facility Annual Report

Attachment 6

RESOLUTION NO. 2024 : 62 AUTHORIZATION FOR TOWN OF CANANDAIGUA TO EXECUTE LEASE AGREEMENT WITH THE CANANDAIGUA LAKE COUNTY SEWER DISTRICT

WHEREAS the Town Board of the Town of Canandaigua (hereinafter referred to as the ‘Town Board’) seeks to provide the ability to share services with the Canandaigua Lake County Sewer District on a back up power source for the commination equipment located 3772 County Road 16 and

WHEREAS the backup power source of a generator for the communication equipment is necessary to operate and control the many sanitary lift stations along both sides of Canandaigua Lake and

WHEREAS, Ontario County has also provided like services of a generator to the town of Canandaigua consolidated water district to provide a backup generator at the water tank site at the Cramer Road location and

WHEREAS the Ontario County attorney have prepared a lease agreement between the Town of Canandaigua and the Canandaigua Lake County Sewer District for the Town Board's consideration; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the lease agreement between the Town of Canandaigua and the Canandaigua Lake County Sewer District and authorizes the Town Supervisor to execute the document with the Canandaigua Lake County Sewer District once the agreement between the City of Canandaigua and the Canandaigua Lake County Sewer District has been approved and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Supervisor and the Canandaigua Lake County Sewer District.

Attachment 7

RESOLUTION NO. 2024 – 063: ACCEPTING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR MECHANICAL AND ELECTRICAL ENGINEERING DESIGN OF VEHICLE EXHAUST EXTRACTION SYSTEM

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as "Town Board") is aware that current exhaust ventilation equipment is no longer working at Fire Station #2 located at 5298 Parkside Drive; and

WHEREAS, the Highway Superintendent has discussed with the public works committee that an assessment of the current electric service that is in the fire station needs to be reviewed by an electrical engineer to determine that the current one-hundred-amp electric service will be adequate for the new vehicle ventilation exhaust; and

WHEREAS, the Public Works committee has received a proposal from MRB Group dated January 9th, 2024, for professional services that the proposal from MRB Group to hire an electrical engineer in the amount of \$7,500.00 be approved by the town board; and

NOW THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the proposal from MRB Group dated January 9th, 2024 for services related to the electrical and mechanical services for the fire station located at 5285 Parkside Drive in the amount of \$7,500 to be paid from budget line AA100.1440.400 and authorizes the Town Supervisor to execute all documents associated with the proposal; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Highway Superintendent, the Finance Clerk II, and the Town Supervisor.

Attachment 8

RESOLUTION NO. 2024 – 064: ACCEPTING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR CANANDAIGUA CONSOLIDATED WATER SYSTEM IMPROVEMENT PROJECT WIIA GRANT APPLICATION

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) wishes to pursue a (WIIA) Water infrastructure Improvement Act to contribute with funding for replacing water main in the Canandaigua Consolidated Water District; and

WHEREAS, the Water Superintendent has discussed with the public works committee on February 9th, 2024 and the committee does approve of the proposal from MRB Group dated February 15th, 2024, for professional services that the proposal from MRB Group to write the grant application and submit it on behalf of the town of Canandaigua; and

THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the proposal from MRB Group dated February 15th, 2024 for services to apply for a WIIA grant in the amount of \$40,500.00 to be paid from budget line SW500.8397.400 and authorizes the Town Supervisor to execute all documents associated with the proposal; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Water Superintendent, the Finance Clerk II, and the Town supervisor.

Attachment 9

RESOLUTION NO. 2024 – 65 : ACCEPTANCE OF RAVI ENGINEERING AND LAND SURVEYING P.C PROPOSAL FOR THE SENECA POINT ROAD CULVERT REPLACEMENT PROJECT AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT

WHEREAS, the Town of Canandaigua was awarded a grant from the NYS DOT Bridge NY program in the amount of \$ 1,500,000.00 to fund the replacement of a concrete cross culvert on Seneca Point Road; and

WHEREAS, the Town of Canandaigua planning and public works committee reviewed the proposal from Ravi Engineering and discussed with the towns engineer MRB Group on how the cost of the proposal is executed per the NYS DOT procurement of cost and fees; and

WHEREAS, the Planning and Public Works Committee approves of the agreement and is asking the town board to approve the agreement; and

THEREFORE BE IT RESOLVED, the Town Board accepts the Ravi Engineering and Land Surveying P.C proposal dated February 8th, 2024, with a cost not to exceed \$533,000.00 and authorizes the Town Supervisor to execute any and all associated documents and agreements to be paid from HH100.1440.210.00033; and

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

Attachment 10

RESOLUTION NO. 2024 – 066: REQUEST TO SURPLUS FORD F-250 #208

WHEREAS, the Highway Superintendent has determined that the useful life of a 2016 Ford-250 highway pickup truck has been surpassed; and

WHEREAS the Highway Superintendent is requesting Town Board approval to surplus this truck; and

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

BE IT FURTHER RESOLVED, the Town Board hereby approves the sale of said pickup truck using Teitsworth Auction; and

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

RESOLUTION NO. 2024 - 67 : SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTING A LOCAL LAW TO REZONE 2625 COUNTY ROAD 22 FROM AR-1 TO MUO AND TO AMEND THE OFFICIAL ZONING MAP

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering the rezoning of 2625 County Road 22 in the Town of Canandaigua from AR-1 Residential to Mixed Use Overlay (MUO) and to amend the official zoning map of the Town of Canandaigua to reflect this change; and

WHEREAS, the Town of Canandaigua Planning Board approved a site plan proposing a an indoor recreation facility pending the successful rezoning of said property on December 12, 2023; and

WHEREAS, the Ontario County Planning Board reviewed said local law on February 14, 2024; and

WHEREAS, the Town Board held a public hearing(s) on the proposed local law on February 26, 2024; and

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the Town Supervisor is hereby directed to sign the Full Environmental Assessment Form Part 2 and 3 and file with the Town Clerk as evidence the Town Board has determined the proposed action will not result in any significant adverse environmental impact; and

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2024; and

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2024 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Engineer to amend the Official Zoning Map of the Town of Canandaigua to reflect this change; and

BE IT FINALLY RESOLVED, the Town Board directs the Town Clerk to provide an official copy of this resolution to the Town Planner and the Town Engineer.

Attachment 11

RESOLUTION NO. 2024 – 68 : Acknowledgement of Ewaste+ 2023 Annual Report

WHEREAS, the Town of Canandaigua Transfer Station is required to submit the NYS Electronic Waste Collection Site annual report; and

WHEREAS, the annual report forms have been completed and submitted to the proper state departments as required by law; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby acknowledges the submission of the NYS Electronic Waste Collection Site annual report

Attachment 12

RESOLUTION NO. 2024 – 069: TERMINATING CONTRACT WITH PROPERTY GUARD LLC FOR SHORT TERM RENTAL MONITORING SERVICES AND AUTHORIZATION OF TOWN SUPERVISOR TO EXECUTE NECESSARY DOCUMENTS

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) is considering terminating its contract with Property Guard, LLC; and

WHEREAS, Property Guard is contracted to provide short term rental services to the Town; specifically to monitor short term rental listings, provide an online portal for the Town’s use for monitoring, and to provide notifications to non-compliant properties operating without a permit; and

WHEREAS, the services that Property Guard provides do not adequately identify non-compliant short-term rentals in the Town of Canandaigua and Property Guard has not provided the required notifications to non-compliant short term rentals in the Town as documented in the attachments herein; and

WHEREAS, the online monitoring portal created by Property Guard for the Town’s use is not useful for Town staff and contains incorrect property owners, incorrect permit expiration dates, duplicate information, and test listings created by Property Guard which skews the data; and

WHEREAS, it is unacceptable that Property Guard has failed to provide the contracted services that the Town has paid for and therefore the Town Planner, the Zoning Inspector, and the Code Enforcement Officer are recommending the Town Board terminate the contract with Property Guard and request a partial refund of fees paid for those services for the remainder of the contracted term; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Supervisor to execute all documents relative to the termination of the contract with Property Guard LLC, executed on August 16, 2021; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Attorney to request a refund of unused fees for the remainder of the term defined in the contract in association with the contract termination; and

BE IT FINALLY RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Planner, the Town Attorney, the Finance Clerk, and Property Guard.

Attachment 13

RESOLUTION NO. 2024 – 070: ACCEPTANCE OF GRANICUS HOST COMPLIANCE SOFTWARE QUOTE TO PROVIDE SHORT TERM RENTAL MONITORING SERVICES AND AUTHORIZATION OF TOWN SUPERVISOR TO EXECUTE DOCUMENTS

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) is aware that the Development Office is tasked with enforcing the Town’s Short Term Rental regulations, which include identification of active short term rental properties, permit processing, and the handling of violations and complaints for the same; and

WHEREAS, the Town Planner, the Zoning Inspector and the Code Enforcement Officers have received a proposal for short term rental monitoring services from Granicus’s Host Compliance Software that would provide three services including: identification of all short term rental properties in the Town of Canandaigua (annual fee of \$ 5,522.40), a 24-hour hotline for handling complaints (annual fee of \$ 1,807.20), and compliance monitoring that includes identification of non-compliant properties and mailing notifications to property owners (annual fee of \$ 2,309.20) for a total fee of \$ 9,638.80 per year; and

WHEREAS, the Town Planner, the Zoning Inspector and the Code Enforcement Officers feel that the services being proposed by Granicus would provide the information needed for staff to effectively monitor and regulate the short term rental operations in the Town and are recommending the Town Board approve the proposal from Granicus; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Supervisor to execute all documents relative to the acceptance of the Granicus Host Compliance proposal dated January 23, 2024 for annual short term rental monitoring services with a cost not to exceed \$ 9,638.80; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Planner and to Granicus.

Attachment 14

RESOLUTION NO.2024 – 071 :UPDATE TO THE TOWN OF CANANDAIGUA’S ORGANIZATIONAL CHART

WHEREAS, the Town Board of the Town of Canandaigua recognizes the importance of maintaining an effective and up-to-date organizational chart to reflect the current structure and responsibilities of the Town’s departments; and

WHEREAS, the Organizational Chart has been updated to reflect the current structure and operations of the Town established by the Town Board; and

WHEREAS, the Town Board has reviewed and discussed the proposed changes to the organizational chart presented; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby amends and approves the updated Organizational Chart; and

BE IT FINALLY RESOLVED, that this resolution supersedes any previous organizational charts and the Town Clerk is directed to provide a copy of this resolution to the Human Resources Coordinator.

Attachment 15

RESOLUTION NO. 2024 – 072: PARKS LABORER PAY ADJUSTMENT

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as ‘Town Board’) understands the Parks and Recreation Department staff has taken on the additional responsibilities of facility cleaning and mowing services; and

WHEREAS, during the 2023 budget process it was concluded that it would be more cost effective to the town and its residents to no longer contract the landscaping services out and have the Parks Department take on the landscaping services of our town parks, cemeteries, and a portion of 332; and

WHEREAS, in 2023 our contracted facility cleaning services were voluntarily terminated and the Town released a RFP for bids to continue the service where it was determined it would be more cost effective to the town and its residents if the Parks Department absorbed the responsibility; and

WHEREAS, the Parks Department has saved the Town over \$120,000 by absorbing the responsibility of facility cleaning services and landscaping services; and

WHEREAS, the Parks Director is recommending a pay increase for Full Time employee Amanda Colf; and

WHEREAS, Ms. Colf has worked for the Parks and Recreation Department as a seasonal employee at Onanda Park since 2019 and has successfully completed a year of service as a Full Time Laborer for the Parks Department where she has excelled in the role; and

WHEREAS, to keep up with the department needs and department operations Ms. Colf will oversee the 2024 summer recreational staff at Onanda with approximately 19 seasonal staff members reporting to her and is managing the cleaning services that were previously contracted out; and

WHEREAS, with the increased responsibilities and duties the HR, Parks and Recreation Coordinator is recommending a pay increase to \$25.00/hour for Ms. Colf to match the additional responsibilities and skills she brings to the department and town; and

NOW THEREFORE BE IT RESOLVED, that the Canandaigua Town Board hereby approves Ms. Colf's pay increase to \$25.00/hour effective February 26, 2024; and

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

2024:

Decrease:	AA100.7110.143	Parks Laborers P/T Seasonal	\$5,040
Increase:	AA100.7110.130	Parks.Laborer F/T	\$5,040

BE IT FINALLY RESOLVED, the Town Supervisor 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 Human and Resource and Payroll Coordinator.

Attachment 16

RESOLUTION NO. 2024 – 73: Part Time Planner Employment Agreement Amendment

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') approved an employment agreement with the Part Time Planner on August 21, 2023; and

WHEREAS, the Part Time Planner is requesting an amendment to Section 2.2 of the Employment Agreement to be paid at an hourly rate versus a salaried rate; and

WHEREAS, the amendment to the current Employment Agreement will read:

2.2 The Employee shall be paid a rate of \$39.62 per hour plus a 3% increase each January 1st. The salary shall be subject to applicable tax withholdings and deductions as required by law and shall be paid on a regular pay schedule determined by the Employer; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua approves the amendment to Section 2.2 of the Employment Agreement effective February 26, 2024; and

BE IT FINALLY RESOLVED, the Town Supervisor 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 Planner and the Human and Resource and Payroll Coordinator.

Attachment 17

RESOLUTION NO. 2024 –74: ACCEPTANCE OF SOIL EROSION CONTROL SURETY CHECK (1340) FOR 2890 COUNTY RD 10. (TAX MAP #84.00-1-17.200)

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval to Rita Kozak, Permann to construct a 15+/- acre large scale solar energy system on property located at 2890 County Road 10. Tax Map # 84.00-1-17.200); and

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

WHEREAS, the Town Engineer, MRB Group, has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, AMP US Holdco Inc has provided a surety check in the amount of \$182,065.00 for the purposes of soil erosion control and landscaping; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the surety check from AMP US Holdco Inc in the total amount of \$182,065.00.

Attachment 18

RESOLUTION NO. 2024 – 075: DECOMMISSIONING SURETY BOND (800170853) 2890 COUNTY RD 10 (TAX MAP # 84.00-1-17.200)

WHEREAS, the Town of Canandaigua Planning Board granted a site plan approval for the construction of a 15+/- acre large scale solar energy system located at 2890 County Road 10 (Tax Map # 84.00-1-17.200); and

WHEREAS, the Town of Canandaigua Planning Board determined that a Decommissioning Bond is to be provided and accepted by the Town Board; and

WHEREAS, the Town engineer (MRB Group) and the Town Attorney have reviewed the proposed performance bond and found it to be satisfactory to meet the conditions of approval and the decommissioning of the 15+/- acre large scale solar energy system; and

WHEREAS, ASA Canandaigua NY Solar, LLC has provided a Bond in the amount of \$797,347.00 for the purposes of decommissioning of the 15+/- acre large scale solar energy system; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the Surety Bond in the amount of \$797,347.00 (from ASA Canandaigua NY Solar, LLC).

Attachment 19

RESOLUTION NO. 2024 –076: ACCEPTANCE OF SOIL EROSION CONTROL SURETY BOND (7901104884) FOR 4430 DEUEL RD. (TAX MAP # 125.00-1-31.111)

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval to Jared Lusk / Nixon Peabody LLP to construct a wireless communication tower and associated site improvements on property located at 4430 Deuel Rd. (Tax Map # 125.00-1-31.111); and

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

WHEREAS, the Town Engineer, MRB Group, has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the Town Attorney, Christian Nadler, has reviewed the Surety Bond and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, Blue Sky Towers has provided a Surety Bond in the amount of \$58,884.00 for the purposes of soil erosion control; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the surety bond from Blue Sky Towers in the total amount of \$58,884.00.

Attachment 20

RESOLUTION NO. 2024 – 077: DECOMMISSIONING SURETY BOND (7901104883) DEUEL RD (TAX MAP # 125.00-1-31.111)

WHEREAS, the Town of Canandaigua Planning Board granted a site plan approval for the construction of a wireless telecommunications facility located at 4439 Deuel Road (Tax Map # 125.00-1-31.111); and

WHEREAS, the Town of Canandaigua Planning Board determined that a Decommissioning Bond is to be provided and accepted by the Town Board; and

WHEREAS, the Town engineer (MRB Group) and the Town Attorney have reviewed the proposed Tower Removal Bond and found it to be satisfactory to meet the conditions of approval and the decommissioning of the wireless telecommunications facility; and

WHEREAS, Blue Sky Towers has provided a Bond in the amount of \$72,200.00 for the purposes of decommissioning of the wireless telecommunications facility; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the Surety Bond in the amount of \$72,200.00 (from Blue Sky Towers).

Attachment 21

Approval of the following Town Board Meeting Minutes:

January 31, 2024

February 12, 2024

➤ 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)

HSA New Hire Special Abstract dated 2/6/24 totaling \$3,250.00

General Fund	\$ 2,500.00
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Highway Fund	\$ 750.00
--------------	-----------

Utility Abstract dated 02/15/2024 totaling \$ 40,942.80

General Fund	\$ 27,270.43
--------------	--------------

Highway Fund	\$ 5,077.17
--------------	-------------

Capital Projects	\$ 1,164.96
------------------	-------------

Lighting Districts	\$ 1,434.53
--------------------	-------------

Water Districts	\$ 5,995.71
-----------------	-------------

Town Board Abstract dated 2/26/2024 totaling \$ 376,344.78

General Fund	\$ 188,120.76
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Highway Fund	\$ 146,200.80
--------------	---------------

Capital Projects	\$ 20,451.02
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Uptown BID	\$ 2,445.50
------------	-------------

Water Districts	\$ 19,126.70
-----------------	--------------

➤ Other Business

➤ Privilege of the Floor

➤ Executive Session, as requested

➤ Adjournment

ATTACHMENT 1

Communications

Incentive Zoning Setting a Bad precedent

flxwaterfrontdevelopment@yahoo.com <flxwaterfrontdevelopment@yahoo.com>

Sun 2/11/2024 5:18 PM

To: Jared Simpson <jsimpson@townofcanandaigua.org>; Adeline Rudolph <arudolph@townofcanandaigua.org>; John Casey <jcasey@townofcanandaigua.org>; Terry Fennelly <tfennelly@townofcanandaigua.org>; David Sauter <dsauter@townofcanandaigua.org>; cnadler@cnadlerlaw.com <cnadler@cnadlerlaw.com>

Dear Town Board Members:

We feel strongly that German Brothers Marina should be removed from this area. In addition, the incentive zoning should not be granted causing further safety concerns, pollution due to run off, and harm to the lake as noted by the excellent comprehensive presentation given by Kevin Olvany last week. By doubling Peter Bruu's slips and income, it's clear he doesn't care about the lake or community only his profits. Peter Bruu is putting the lake and community in jeopardy setting a dangerous precedent and putting over 70,000 residents' water source in danger of pollution, additional fish die offs, increased benzene, and other chemicals into the lake. We can see with blue green algae, lake foam, gas on top of the water coming from the German Brothers Marina due to regular spills(as noted by first hand experience by Oksana Fuller and other neighbors), The lake is under a tremendous amount of stress currently and it's not like it once was as stated by the RIT professor presentation. Just Imagine what it look like if this incentive zoning was approved. How much can the lake take while providing an invaluable resource of drinking water to so many residents.

A major point I'd like to get across is the fact that just because they (German Brothers LLC) purchased Putt Moore's property which is adjacent to the current pre-existing, non-conforming marina, doesn't make it right or a "given" that they should be allowed to take a conforming residential parcel in the RLD which under current zoning which is allowed to have one single residential dock and turn it into a commercial property with 50 boat slips and 4 moorings. How is that right?

Could I or anyone else in the RLD buy the lot next to my property and through Incentive Zoning, which is proposed for the entire RLD, and a little sleight of hand with lot lines be allowed to put in 50 boat slips and 4 moorings? Seems ridiculous !

Note: Skaneateles lake only allows around 30-40 boats maximum on their launch ramps and limited slips which has maintained the exceptional water quality ratings and clarity of all the finger lakes. Why should we sacrifice our lake for one person, (Peter Bruu & partner) to increase their financial gains? It doesn't make sense! Does it?

If the lake is all we have, why should we destroy it ?

Originally, the German brothers area is intended to be RLD, residential Lake District only. It should have never been allowed but continues to operate today which is a detriment to area and huge safety concern.

Peter Bruu and his superficial consultant GW are
Going after the true "Money Grab" that offers little
benefit to residents or the town while wanting \$5,000 per slip X 150 equating to \$750,000-\$1,000,000 to line their pockets. These slips will be leased or sold to RSM -Mancini and Peter Bruu is long gone leaving a true mess for everyone to deal with.

Many residents on west lake rd. , (County Rd 16), know that German Brothers Marina is operating under a special use permit that needs to be renewed it is not commercial and it is located in the heart of a RLD residential area that has caused safety concerns since the 1970's.

If Putt Moore's lot is sold to the RSM corporation , owner of Arnold Johnson's lot, currently for sale, this would allow RSM to add his own 100 slips to service the 62 lot subdivision. Let's not forget that RSM -Mancini is working closely with Peter Bruu to make this project work.

The ultimate solution is to never renew the special use permit for German Brothers Marina in a RLD and have it transitioned back to a RLD Residential area.

Peter Bruu revealed through these many meetings that he only wants the revenue from the 150 boat slips ASAP. He also wants STR- VRBO operations , 2 Putt Moore rentals (house & garage) and 8 cabins which also can be sold. He doesn't need or want to be on County Rd. 16 At All. He wants to operate a boat club and 10 party boat rentals. How many boats will be added for the boat club like Seager Marine? Where will all of these 500+ cars park with only 115 spaces being planned. Sounds interesting doesn't it ? He wants only to be approved for his slips to make money and have the slips for RSM.

What about a traffic survey ?A traffic survey should be completed by the county during peak season (June -Sept). Recently a Neighbor noted a Low Season tally of 2,000 cars Daily 30% contractor vehicles. High season we are seeing 5,000 , trucks , contractor vehicles and construction vehicles daily. People Can't imagine the danger of having people going across county road 16 at the German Brothers location to constantly access slips, coffee shop , ice cream , restaurant, boat club rentals , party boat rentals , kayak and SUP rentals. Then imagine the traffic impact when the 62 RSM homes are being built until they are occupied. Each home with 2-3 cars and 1 golf cart Each to access their boat slip.

Peter Bruu also revealed that he will be relocating his operation to the North Road for his service, sales And storage facilities. So why does he need lake access from County Rd 16. The fact is he doesn't ! He can operate the Marina as Seager Marine, Marks marine, and others do by using the public boat launch at red jacket park. There is no need to constantly drive boats and trailers from North road back and forth to German brothers on county rd 16. Dry stores also will be traveling on this route. The latest dry store number was 75.

Revocation of the current special use permit for German Brothers and not approving the incentive zoning is the best solution for the Health of the lake, water quality, boat density & vehicle traffic safety, and overall safety of the community.

Thank you for your time.

Concerned County Road 16 Property Owners

Short Term Rentals

Dan Fuller <DFuller@bristolmt.com>

Thu 2/8/2024 5:06 PM

To: Jared Simpson <jsimpson@townofcanandaigua.org>

Dear Supervisor Simpson

Re: Short -Term Rentals

I recently became aware that the Town of Canandaigua has instituted a Local Law governing Short Term Rentals that included several provisions restricting the use of renting private residences to families and destination guests that are interested in vacationing in the Canandaigua Area and Finger Lakes Region.

Bristol Mountain and Roseland have been designated as "Signature Tourism Facilities" that are hosts to destination guests (those with overnight stays) that travel here to ski and ride during the winter months and in the summer to participate in the summer attractions (Aerial Adventure Park and Canopy Tour at the Mountain and at Roseland the Waterpark and Cable Wake Park in Canandaigua).

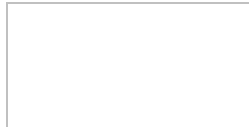
During both seasons, families travel here to vacation for several days which require overnight stays and a private residence is the best option as full kitchen facilities, etc. are desired.

I completely understand that guidelines are necessary for those that visit for less than a month and stay in private residences in order to ensure that their stay does not result in a negative experience for their neighbors.

The Short-Term Rental Market has become an important ingredient in the lodging sector and hopefully when these regulations are reviewed there will be a reasonable balance between the regulations for short term rentals and the concerns of the neighbors.

Dan Fuller

General Manager
Bristol Mountain
5662 Route 64
Canandaigua, NY 14424
P (585) 374-1130
DFuller@bristolmt.com
www.bristolmt.com



New short term rental law

Jennifer Haggerty <jbchaggerty@yahoo.com>

Mon 2/12/2024 1:15 PM

To: Jared Simpson <jsimpson@townofcanandaigua.org>

Cc: Terry Fennelly <tfennelly@townofcanandaigua.org>; Adeline Rudolph <arudolph@townofcanandaigua.org>; John Casey <jcasey@townofcanandaigua.org>; David Sauter <dsauter@townofcanandaigua.org>; Lindsay Frarey <LFrarey@townofcanandaigua.org>

Dear Jared and Town Board Members,

We are the owners of 4117 Onnalinda Drive and would like to make a few comments on the new rental law. First and foremost, this property is not only a rental, but it is also used by our family and friends. We often blackout weeks for family/friends and they enjoy our property as any large family would. When we are there as a family we will be using it as we use any property we own. We have a neighbor who has constantly complained in the past, and we believe will complain every single week due to these new laws, whether it is renters or our family staying there. This seems like a huge waste of taxpayer dollars. It also seems to be infringing on our rights as a law abiding taxpayer and taking away from the enjoyment of our property. We have taken measures to ensure we don't bother our neighbor, including, but not limited to building and fence and planting trees.

We have been renting since 2020 and we have had wonderful guests. Almost all of the guests that stay with us are multi generational families who come to our property to enjoy a week with each other. Oftentimes grandparents rent the house and they have their children and grandchildren with them. They enjoy the lake, the yard and all the things Canandaigua has to offer. A large portion of our reviews state that the house is wonderful and has plenty of space for everyone. These reviews are from when we were sleeping 15, and now we have been told 12 is the max. The house is 3100 square feet with ample parking (two driveways and a three car garage). Before this law was adopted most of our bedrooms slept two people, however, we do have a bunk room for kids that sleeps 4 and an adult bedroom with one queen and a twin for families that may have a small child.

As we read the current law it states that when guests are there they may not have other friends or family over, even for a cup of coffee (If this brings the number over the Max occupants). We often have families from the area and their friends stop over. Sometimes families have a babysitter for the day so they can enjoy the water. We have had many people from Canandaigua that rent our property for their adult children and grandchildren. They stop over during the day to spend time with their families and then sleep at their own homes in Canandaigua. This to me does not seem like it would be something that can be enforced and could cause a lot of extra work for code enforcers. To us this is a waste of taxpayer dollars.

Canandaigua is called "the Chosen Spot," You have built a city around an amazing lake and promoted tourism. Our guests have enjoyed every restaurant, coffee shop and brewery in Canandaigua. They ski at Bristol Mt, they attend concerts at CMAC, and rent boats from German Brothers and Seagers. They have followed the wine trail, hiked on our hiking trails, enjoyed weddings and other events at the Inn and other venues in Naples, they spend time at the water park, and enjoy everything the lake has to offer from the comfort of our home. They are good people who come here to enjoy family time and I can say they always boost our economy.

Thank you for your time, we hope you will consider the points raised in this letter.

Sincerely,
Jennifer and John Haggerty

PRESENTATION TO CANANDAIGUA TOWN BOARD MEETING JANUARY 31, 2024

Supervisor Simpson, Town Council Members Casey, Fennelly, Rudolph, Sauter

The application for the zoning change to Incentive Zoning has involved discussion of incentive actions to be carried out by the Town of Canandaigua and the German Brothers Marina to the extent that it is difficult to separate the impact of the proposed Zoning change from that of the proposed incentives. My comments are primarily directed toward the stated proposed actions by German Brothers Marina if they receive the change to Incentive Zoning.

Public Hearing on German Brothers Marina Application for Zoning Change

A. SITE LIMITATIONS

- 1) Steep slopes 15-25% on west side of road
- 2) Shallow soils, bedrock in area- installation of water and sewer lines
- 3) Perilous access road and entry to Co. Rd. 16
- 4) County Road 16 Right Of Way at base of hill, running through center of project
- 5) Difficulty of controlling storm water runoff, no room for treatment
- 6) Immediate presence of Canandaigua Lake, source of public drinking water
- 7) Within a mile of Canandaigua pumping station

B. REGULATIONS WHICH PERTAIN

- 1) Town Law- Steep slopes of 2017 limits on cut and fill, maintain natural grade
- 2) Town Law Zoning for pre-existing, nonconforming facilities
- 3) County Road ROW traffic
- 4) Docks & Moorings Law, lakewide, Tier Two or Three?
- 5) Stormwater Protection Plan- NYS DEC
- 6) State Environmental Protection Act- possible Environmental Impact Statement required
- 7) Short Environmental Assessment Form needs to be filled out for the whole project

CANANDAIGUA LAKE IS USED FOR MULTIPLE PURPOSES

- 1) Highest and best use is public drinking water
- 2) Some uses such as motor boating conflict with other uses such as drinking water
- 3) According to Boat Surveys carried out in 1983 by FLCC and in 1996 by CLWA
Boats are 25% longer during this period with 45% more horsepower
3200 gasoline-powered boats are stationed on the lake's shoreline in 1996.
Hundreds of boats enter at four public launches
Hundreds of boats are stored and enter through marinas
- 4) Gasoline contains up to 2% benzene
- 5) Benzene is a hydrocarbon that is soluble in water.
- 6) Benzene is a Group 1 Carcinogen, chief concern Leukemia
- 7) Drinking water standard for benzene is 5 parts per billion.

I certainly advocate for more public recreational use of the lake through canoes, kayaks, sailboats, swimming, fishing, row boats, and nature observation but not more gasoline engines. Town of Canandaigua's purchase of Onanda Park in the 90s is a good example,

-Stephen Lewandowski

Stephen Lewandowski has worked for water quality at various times for USDA Soil Conservation Service, Ontario County Soil and Water Conservation District, Canandaigua Lake Watershed Association, and Rochester Center for Environmental Initiatives during a forty year career. He has been retired for seven years and speaks only for himself. He lives in Rushville, NY and drinks Canandaigua Lake water.

Town Code § 220-9.1 Short-term rentals.

Bill McAuliffe <mcauliffe1852@gmail.com>

Mon 2/12/2024 4:21 PM

To:Lindsay Frarey <LFrarey@townofcanandaigua.org>;David Sauter <dsauter@townofcanandaigua.org>;Terry Fennelly <tfennelly@townofcanandaigua.org>;Jared Simpson <jsimpson@townofcanandaigua.org>;Adeline Rudolph <arudolph@townofcanandaigua.org>;John Casey <jcasey@townofcanandaigua.org>

To whom it may concern:

I own a lakefront on Canandaigua Lake. I support the idea of suspending the law passed in May of 2023 until greater public comment and decisions are made.

I plan on being on-line tonight at 6:00- I am registered. Unfortunately, my schedule doesn't allow me to be in person this evening. Thank you.

Best,

Bill McAuliffe

5059 West Lake Rd

585-746-6383

Account#	Account Description	Fee Description	Qty	Local Share
AA100..2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	2	375.00
		Sub-Total:		\$375.00
AA100.0380	AR Charge Back Billing	AR Charge Back Billing	2	4,303.00
		Sub-Total:		\$4,303.00
AA100.1255	Conservation	Conservation	1	0.56
	Misc. Fees	Marriage Cert	4	40.00
		Sub-Total:		\$40.56
AA100.1603	Misc. Fees	Death Cert	66	660.00
		Sub-Total:		\$660.00
AA100.2001	BYS Fee	BYS Fee	24	84.00
	Cabins / Halls / Pavilions	Onanda Halls/Lodging	20	5,657.00
	Cart Fee	CC Cart Fee	51	2.55
	Credit Card Processing Fee	Credit Card Processing Fee	51	270.70
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	2	216.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	3	1,374.00
	Onanda Park Pavilion	Onanda Park Pavilions	3	197.80
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	17	2,350.48
	Outhouse Park Pavilion	Outhouse Park Pavilion	4	198.00
	Park Rentals	Onanda Cabin Residential Weekly	1	260.40
	Pavilion rental	Pierce Park Pavilions	1	25.20
	Reservation Fee (Firefly)	Reservation Fee (Firefly)	29	101.50
	WL Schoolhouse Weekend	WL Schoolhouse Weekday	2	84.00
		WL Schoolhouse Weekend	4	244.00
		Sub-Total:		\$11,065.63
AA100.2110	Plan & Zone	Zoning Fee	153	8,650.00
	Short-Term Rental Registration	Short-Term Rental Registration	3	2,700.00
		Sub-Total:		\$11,350.00
AA100.2120	Plan & Zone	Soil Erosion	3	450.00
		Sub-Total:		\$450.00
AA100.2148	Misc. Fees	Returned Check Fee	2	40.00
		Sub-Total:		\$40.00
AA100.2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	37	703.00
		Female, Unspayed	6	162.00
		Male, Neutered	40	760.00
		Male, Unneutered	3	81.00
	Late Fees	Late Fees	13	65.00
		Sub-Total:		\$1,771.00
AA100.2590	Building Fee	Building Fee	37	7,819.80
	Plan & Zone	Site Development	1	150.00
		Sub-Total:		\$7,969.80

Account#	Account Description	Fee Description	Qty	Local Share
AA100.2591	Misc. Fees	Transfer Coupons	505	1,010.00
		Sub-Total:		\$1,010.00
CM100-2001	Plan & Zone	Parks And Recreation	3	4,500.00
		Sub-Total:		\$4,500.00
SW500.2140	Rents Payments	Rents Payments	67	201,859.24
		Sub-Total:		\$201,859.24
SW500.2142	Water Sales	Water Sales	3	79.00
		Sub-Total:		\$79.00
SW500.2144	Service Hookups	Service Hookups	1	3,540.00
		Sub-Total:		\$3,540.00
SW500.2655	Meter Replacements	Meter Replacement	1	667.62
		Sub-Total:		\$667.62
Total Local Shares Remitted:				\$249,680.85
Amount paid to: NYS Ag. & Markets for spay/neuter program				104.00
Amount paid to: NYS Environmental Conservation				9.44
Total State, County & Local Revenues:		\$249,794.29		
		Total Non-Local Revenues:		\$113.44

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.

2/8/24
Supervisor

Date

Crystelyn Laske
Town Clerk

2-7-2024
Date

NYS DOH Marriage	Ck # N/A	\$0.00
NYS Ag Markets (dog)	Ck # 1048	\$104.00
NYS DEC (decals)	EFT	\$9.44
Pynt To Town Park & Rec Fees	Ck # 1049	\$4,500.00
Original Pynt To Town		\$245,180.85
I3 Commerce Infotech Bridgepay (Cart Fee 5¢/Trans) Dec 2023		-\$17.00
Firefly Reservation Fees		-\$154.00
OC Water Pynt into Gen Fund		-\$58.92
Infitech (Credit Card Charges)		-\$168.89
Total W/drawals from TC Ckg Acct		-\$398.81
Pynt to Town Receipts	Ck # 1051	\$244,782.04
Total of Checks Written/Transfer:		\$249,794.29

Automatically Withdrawn from TC Checking Account 1/10/2024
Automatically Withdrawn from TC Checking Account 1/29/2024
Automatically deposited into General Acct for Town (Jess) 1/22/2024
Automatically Withdrawn from TC Checking Account 1/5/2024

Open Space Project Team

2023 Annual Report

“Protect Your Land” Informational Flyer and Brochure

In 2023, the Open Space Project Team created an informational flyer and brochure in 2023 that included useful information for landowners who may be interested in preserving their land indefinitely. The flyer has links to outside resources and agency contacts for local land trusts.

The flyer was designed to be shared digitally on the Town’s website, in the Newsletter, or on social media. The Brochure is designed for print to be shared in the Town Hall display case, at Town Parks, in local libraries, or any location where the public may benefit from such information. Copies of both are included at the end of this report.

Open Space Protection Policy & Procedures

The team drafted a policy and procedure that provides a framework for the Town Board when presented with an opportunity to protect land of conservation value whether it be with a conservation easement or purchase. The document defines the processes that the Town already uses to preserve open spaces; it just places it in an adopted procedure to make the process more accessible to the public. The policy also serves to educate and inform landowners of options available to them if they are interested in protecting their land. A copy of the draft document is included in this report.

2024 Goals

The Open Space Project Team has identified several goals which they would like to work towards in 2024. The Team would like feedback from the Town Board on these ideas. The proposed goals are as follows:

- Work with the Town Board to consider the adoption of the draft Open Space Protection Policy & Procedure.
- Create an additional version of the “Lands of Conservation Value” map that removes the minimum acreage requirement. This map would provide ranked parcels with important natural resources features regardless of parcel size. This would provide the Town with a more accurate picture of lands that, if protected from development, would have high potential for preservation of wildlife habitat, water quality protection, enhanced recreation opportunities, protection of riparian zones, and stormwater mitigation.
- Create a spreadsheet based on the above map with parcel data including land cover, acreage, and landowner contact information.
- Mail out brochure to landowners of parcels identified in the new map as having conservation value.
- Work with the ECB to plan a public information workshop featuring land cover identification and programming information from area agencies such as the Canandaigua Lake Watershed Association’s Lake Friendly Lawncare Pledge, the National Wildlife Federation’s Certified Wildlife Habitat program, pollinator friendly gardening, and other similar programs.
- Work with the newly created CAP to discover additional avenues to increase awareness of landowner options for protecting their land. Share the information and resources we have via Facebook, the website, our newsletter, but also on location at places like Town Parks and Wood Library.
- Work with local Realtors to identify opportunities for land protection. Ask for listings of land for sale that may be of interest to the Town for recreation and/or open space protection.

Finger Lakes Land Trust

[Fllt.org](http://fllt.org)

info@fllt.org

607-275-9487

Genesee Land Trust

geneseeelandtrust.org

info@geneseeelandtrust.org

585-256-2130

The Nature Conservancy

Tnc.org

212-997-1880

natureny@tnc.org

USDA

Ag Land Easements

<https://tinyurl.com/nrcs-acep>

PROTECT YOUR LAND



Preserve Natural Resources

Protecting open spaces from development provides myriad benefits including protecting wildlife habitat, water quality and air quality, preserving scenic views, providing recreational opportunities, and more.



Donate Your Land

Landowners can sell or even donate their land to a qualified organization such as a land trust or a municipality who will protect it forever and provide public access to open spaces for generations of community members.



Conservation Easements

A conservation easement uses deed restrictions to protect land from unwanted future uses or development through a partnership with a land trust or other agency. May provide landowner with tax benefits or financial incentives. Landowners retain ownership of the land.

Why?

Protecting open spaces from development provides myriad benefits including protecting wildlife habitat, water and air quality, and other natural resources.

Conservation Easement

Protect your land from unwanted development for future generations while still retaining ownership and use. Protection can be permanent and stays with the land, regardless of future sales.

Sell or Donate

Donate or sell your land to a qualified organization such as a land trust or a municipality who will protect it and provide recreational access for generations of community members.

How?

There are several tools available for preserving your land. See inside for resources.

PROTECT YOUR LAND

Contact the Town

5440 Rte. 5 & 20 West
Canandaigua, NY 14424

585-394-1120

info@townofcanandaigua.org

www.townofcanandaigua.org



WHY PROTECT IT?

There are many reasons a landowner may wish to ensure their land is protected from future development for the long term. Habitat protection and the preservation of natural resources is just part of the story. A landowner may also wish to keep their land from being developed into housing or other uses. They may also wish to make it available to others to use for recreation or for its scenic beauty. Or perhaps they wish to keep it preserved for their family's use well into the future but not for development. Regardless of the reason, there are tools for each.

HOW?

Landowners can access different tools to protect their land indefinitely. The agencies listed herein are a great place to start to explore what might work best for you and your situation. These groups can work with landowners to create a custom fit plan tailored to their specific goals.

Landowners can also reach out to the Town with questions about available grant programs that may be available at the time. Most programs are competitive in nature and there is no guarantee of award.



Additional Resources

Finger Lakes Land Trust

Fllt.org
info@fllt.org
607-275-9487

The Nature Conservancy

Tnc.org
212-997-1880
natureny@tnc.org

Genesee Land Trust

geneseeandtrust.org
info@geneseeandtrust.org
585-256-2130

USDA

Ag Land Easements
<https://tinyurl.com/nrcs-acep>

Town of Canandaigua

DRAFT

Open Space Protection Policy & Procedures

Adopted: Month Day, Year

By Resolution Number: Year-Number

A. PURPOSE

The preservation of undeveloped land with natural landcover, often called “open space,” provides a myriad of ecological, economical, and cultural benefits to a community. The most obvious benefits are the protection of a wide variety of wildlife habitat and places of natural and scenic beauty or local cultural importance – all these things boost the local economy by attracting people and businesses to our area.

Open space conservation protects surface and ground water resources by filtering out pollutants before they enter our wetlands, streams, and lake. Finally, open space also benefits the environment and its inhabitants by providing erosion control during increasingly common, large rain events, and attenuating noise, wind, and temperatures for adjacent residences.

The Town of Canandaigua has done extensive planning in the areas of natural resources and open spaces and has identified the need to proactively conserve open spaces to the extent practicable, for all the reasons stated here [see Appendix B. “REFERENCE MATERIALS”]. Open space fosters healthy lifestyles and a quality of life for residents.

The intent of this policy is to provide a framework for land protection and conservation that will provide clearly defined avenues for the Town to acquire and protect land from development as well as providing standards of measurement and methods for project approval by the Town of Canandaigua Town Board. The policy will also educate and inform landowners interested in preserving their land.

B. IDENTIFYING PARCELS TO PROTECT

The town has many tools at its disposal to identify land that is a good candidate for protection. Recommendations for acquisition will be dependent on individual parcel analysis that will weigh heavily on the resources available to the Town including the Town’s own planning documents [see Appendix B. “REFERENCE MATERIALS” for list of resources and links], reference materials, guidance from experts such as a Land Trust or NY DEC, and Town staff.

Opportunities for open space land acquisition will present in a variety of ways:

- MLS listings of properties available for purchase
- direct contact to Town Officials from landowners interested in preservation
- direct contact to Town Officials from Land Trusts or other entities

- contact from Town Officials to landowners of target parcels

Additional opportunities may arise from solicitation by the Town to groups of targeted landowners, such as in the case of the Farmland Protection Implementation Grants through the New York State Department of Agriculture and Markets [see “Outside Funding”].

C. METHODS OF PROTECTION

Open space land can be preserved by a conveyance of ownership (either through purchase, donation, or bequest) or by utilizing conservation easements, which place legal restrictions on a property for a defined amount of time (often perpetual, in the case of land protection) [see Appendix A.a.i “CONSERVATION EASEMENT”]. The process for both methods is laid out below.

C.1. Conservation Easements

- A conservation easement may be donated by or purchased from a willing landowner
- A conservation easement can be held by the Town or by another entity (such as a land trust or state/national government) that will be responsible for upholding the terms of the easement.
 - Examples
 - Canandaigua Vista Preserve includes both land owned by the Finger Lakes Land Trust and permanent conservation easements held by them on privately owned land.
 - The Town holds a permanent conservation easement on Sand Hill Road on privately owned farmland.
- Conservation subdivisions – [Town code § 174-16 Conservation subdivisions](#), especially sections D.(5) and I. The Town of Canandaigua can hold easements on the open spaces in conservation subdivisions and can require public access to the open space.
 - Example
 - Pierce Brook open space area will be permanently protected with a conservation easement and will allow for public use of the trails.

Public Access

The land on which the conservation easement is placed may or may not be open to the public for recreational use. Access will be determined by the legal language in the conservation easement and will be decided on a case-by-case basis with all involved parties (landowner and easement holder) coming to an agreement prior to the easement closing.

The Town’s Comprehensive Plan Update 2021 states that the Parks and Recreation goal of the Town is to improve and expand active and passive recreational resources within the Town. Therefore, public access would be preferred wherever practicable.

Town Expenditures

When a conservation easement is acquired through established state and federal programs [see “Outside Funding”], the Town Board may make a contribution and has in the past approved a donation of \$50 per protected acre. .

For conservation easements on open space held by the town, acquisition costs, if any, will be determined on a case-by-case basis by the Town Board.

C.2. Conveyance of Property, Fee Simple

- The Town may purchase land or provide funding towards the purchase of land by another entity such as a Land Trust or another government entity.
 - Example:
 - The Town purchased a forested parcel of land adjacent to McJannett park that will be protected and used for passive recreation only (hiking, picnicking, wildlife viewing, etc.)
- Arrange “right of first refusal” agreements with landowners of parcels that have been identified as worthy of protection to retain the right to purchase if the property owners decide to sell.
- The Town may receive donated land, including bequests of property.

Public Access

Land purchased by the Town of Canandaigua will be publicly accessible. The type of landcover on the parcel and the intended level of protection will impact decisions related to the type of public use of the land.

Town Expenditures

Purchase cost for land will be determined on a case-by-case basis by the Town Board, the original landowner(s), and other involved parties and will be based on:

- Assessed value
- Appraisals
- Option Agreement(s) if any
- Other information or agreements between involved parties

D. APPROVALS AND DECISIONS

The Town Board makes the ultimate decisions on whether to move forward with parcel acquisition via a resolution at a Town Board meeting.

The Open Space Team or stakeholders, and/or Town Officials will make a recommendation to the Town Board based on the processes described herein for identifying and procuring parcels of interest.

E. FUNDING SOURCES

E.1 Town Expenditures for open space land acquisition, regardless of method of protection used, may be paid from one of the following town funds depending on the type of property, intended use of such property, and in accordance with the rules set forth by the New York State Comptroller's office for the respective funds:

- a. Open Space Reserve Fund
- b. Parks Fund
- c. Uptown Parks Fund

E.2. Outside Funding – Conservation Easements

Outside funding for costs associated with conservation easements is regularly available from many different local, state, and federal entities. Funding is typically offered annually or biannually in the form of grant programs that are usually competitive in nature, meaning funding is not guaranteed. With outside funding comes rules and regulations from the funding entity. Examples include:

- NY DEC Community Forest Conservation Program – funding for purchasing land or placing a conservation easement on privately owned land of 10 acres or more in size that is at least 75% forested. Land must be open to the public after the transaction is complete.
- NY Department of Agriculture and Markets Farmland Protection Implementation Grant Program – funding for purchasing a perpetual conservation easement on privately owned eligible farmland; funding is up to 75% of the easement value, which is determined by an appraisal.
- USDA-NRCS Agricultural Conservation Easement Program – Agricultural Land Easements - funding for purchasing a perpetual conservation easement on privately owned eligible farmland; funding is up to 50% of the easement value, which is determined by an appraisal.
- Other programs that may become available.
- Outside funding can also come in the form of financial assistance, donations from individuals or entities with an interest in the project (land trusts, state or federal agencies, non-profits, etc.), or bequests.

E.3. Outside Funding – Fee Simple

Outside funding for the purchase of land is regularly available from many different local, state, and federal entities. Funding is typically offered annually or biennially in the form of grant programs that are usually competitive. With outside funding comes rules and regulations from the funding entity. Examples of existing programs include:

- Water Quality Improvement Project (WQIP) -The WQIP is a competitive, reimbursement grant program that funds projects that directly improve water quality or aquatic habitat, or protect a drinking water source. Land Acquisition for Source Water Protection is an eligible project.

- NY DEC Community Forest Conservation Program – funding for purchasing land or placing a conservation easement on privately owned land of 10 acres or more in size that is at least 75% forested. Land must be open to the public after the transaction is complete.
- Other programs that may become available.
- Outside funding can also come in the form of financial assistance and/or donations from individuals or entities with an interest in the project (land trusts, state or federal agencies, non-profits, etc.)

DRAFT

APPENDICES

A. DEFINITIONS

- a. Applicable definitions for terms used in this policy can be found in the Town of Canandaigua Town Code: <https://ecode360.com/CA0614> and in resources listed in Appendix B.

B. REFERENCE MATERIALS

a. Town Planning Documents

- i. [Comprehensive Plan Update, 2021](#)
- ii. [Natural Resources Inventory Update, 2020](#)
- iii. [Open Space, Conservation, and Scenic Views Master Plan, 2018](#)
- iv. [Agricultural Enhancement Plan, 2016](#)
- v. [Padelford Brook Greenway Plan, 2015](#)
- vi. [Sustainable Stormwater Management for Sucker Brook Watershed, 2015](#)

b. Town Maps

- i. [Strategic Farmland Protection Area Map, 2016](#)
- ii. [Protected Agricultural Lands Map, 2021](#)
- iii. [Strategic Forest Protection Area Map, 2018](#)
- iv. Agricultural Protection Overlay District
- v. [Lands of Conservation Value Map, 2018](#)
- vi. [Natural Resources Parcel Rating Map, 2016](#)
- vii. [Wildlife Corridors Map, 2020](#)
- viii. [Scenic Viewshed Map and targeted view locations \(see Open Space plan\) 2018](#)

Town of Canandaigua

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

MEMO

To: Canandaigua Town Board Date: February 16, 2024
From: Jessica Mull, Finance Clerk II
Re: January 2024 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through January 31, 2024.

REVENUES

Receipts recorded for January total \$6,383,464.82 and include the following:

- Tax collection - \$4,738,861.11
- 4th Qtr 2022 Sales Tax - \$1,541,287.56
- Town Clerk - \$25,539.20 and \$6,000.00 in special park & recreation funds
- Justice Fees - \$19,034.00
- Refunds and/or Reimbursements - \$12,440.80
- Development Office - \$36,461.51 applied against accounts receivable
- Metal Recycling - \$3,840.64

EXPENDITURES

We expect the available balance in each fund to be about 91.67% at the end of January.

- General Fund (AA100) – Expenditures to date are \$510,231.84 against a budget of \$5,517,337.00 which leaves 90.75% available.
- Highway Fund (DA100) – Expenditures to date are \$266,467.31 against a budget of \$4,860,492.00 which leaves 94.52% available.
- Water Fund (SW500) – Expenditures to date are \$66,534.34 against a budget of \$1,985,603.00 which leaves 96.65% available.



Town of Canandaigua , NY

Budget Report-JM

Account Summary

For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND							
Revenue							
AA100.1001.00000	REAL PROPERTY TAXES	544,873.00	544,873.00	544,873.00	544,873.00	0.00	0.00 %
AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	23,809.00	23,809.00	0.00	0.00	-23,809.00	100.00 %
AA100.1090.00000	PENALTY ON TAXES	11,000.00	11,000.00	0.00	0.00	-11,000.00	100.00 %
AA100.1120.00000	NON PROPERTY SALES TAX	2,875,000.00	2,875,000.00	0.00	0.00	-2,875,000.00	100.00 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	90,000.00	90,000.00	0.00	0.00	-90,000.00	100.00 %
AA100.1255.00000	TOWN CLERK FEES	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
AA100.1603.00000	VITAL STATISTICS FEE	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
AA100.2001.00000	PARK & RECREATION FEES	140,000.00	140,000.00	-8,688.46	-8,688.46	-148,688.46	106.21 %
AA100.2110.00000	ZONING FEES	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
AA100.2120.00000	SOIL EROSION CONTROL	4,500.00	4,500.00	0.00	0.00	-4,500.00	100.00 %
AA100.2148.00000	RETURNED CHECK FEE	100.00	100.00	0.00	0.00	-100.00	100.00 %
AA100.2192.00000	CEMETERY SERVICES	350.00	350.00	0.00	0.00	-350.00	100.00 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	67,000.00	67,000.00	0.00	0.00	-67,000.00	100.00 %
AA100.2401.00000	INTEREST & EARNINGS	80,000.00	80,000.00	3,031.42	3,031.42	-76,968.58	96.21 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	16,360.00	16,360.00	900.00	900.00	-15,460.00	94.50 %
AA100.2544.00000	DOG LICENSES	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
AA100.2590.00000	SITE DEVELOPMENT FEES	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
AA100.2591.00000	TRANSFER STATION FEES	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
AA100.2610.00000	FINES & FORFEITED BAIL	110,000.00	110,000.00	0.00	0.00	-110,000.00	100.00 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
AA100.2701.00000	REFUND PRIOR YEARS EXP	0.00	0.00	5,120.19	5,120.19	5,120.19	0.00 %
AA100.2705.00000	GIFTS & DONATIONS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	275,000.00	275,000.00	0.00	0.00	-275,000.00	100.00 %
AA100.5031.00000	INTERFUND TRANSFERS	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
AA100.5031.000CM	INTERFUND TRANSFERS.PARK FUND	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FOR..	536,611.00	776,511.00	0.00	0.00	-776,511.00	100.00 %
Revenue Total:		5,143,203.00	5,383,103.00	545,236.15	545,236.15	-4,837,866.85	89.87 %
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	22,792.00	22,792.00	1,753.20	1,753.20	21,038.80	92.31 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	2,750.00	2,750.00	150.00	150.00	2,600.00	94.55 %
AA100.1110.110.00000	JUSTICES.ELECTED	57,218.00	57,218.00	4,401.40	4,401.40	52,816.60	92.31 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, FT	62,826.00	62,826.00	4,832.76	4,832.76	57,993.24	92.31 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	33,488.00	33,488.00	1,926.25	1,926.25	31,561.75	94.25 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	9,050.00	9,050.00	131.13	131.13	8,918.87	98.55 %
AA100.1110.401.00000	JUSTICES..CONTR.COURTSECURITY	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	68,873.00	68,873.00	5,297.92	5,297.92	63,575.08	92.31 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,060.00	2,060.00	156.15	156.15	1,903.85	92.42 %
AA100.1220.142.00000	SUPERVISOR.CONFIDENTIAL SECRE...	1.00	28,001.00	0.00	0.00	28,001.00	100.00 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVI...	140,690.00	94,690.00	24,347.55	24,347.55	70,342.45	74.29 %
AA100.1230.144.00000	TOWN MGR. CLERK FINANCE P/T	20,000.00	20,000.00	302.22	302.22	19,697.78	98.49 %
AA100.1230.145.00000	TOWN MGR.FINANCE CLERK F/T	62,500.00	62,500.00	4,807.70	4,807.70	57,692.30	92.31 %
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPM...	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	9,060.00	27,060.00	9,137.87	9,137.87	17,922.13	66.23 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	20,376.00	20,376.00	0.00	0.00	20,376.00	100.00 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	1,750.00	1,750.00	97.90	97.90	1,652.10	94.41 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	78,796.00	78,796.00	6,061.24	6,061.24	72,734.76	92.31 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	47,133.00	47,133.00	2,719.20	2,719.20	44,413.80	94.23 %
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	2,035.00	2,035.00	0.00	0.00	2,035.00	100.00 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	38,040.00	38,040.00	5,193.87	5,193.87	32,846.13	86.35 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT...	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	74,638.00	74,638.00	5,741.38	5,741.38	68,896.62	92.31 %
AA100.1410.131.00000	TOWN CLERK.FIRSTDEPUTY	53,560.00	53,560.00	3,254.16	3,254.16	50,305.84	93.92 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY #2	47,133.00	47,133.00	2,787.18	2,787.18	44,345.82	94.09 %
AA100.1410.142.00000	TOWN CLERK.DEPUTY#3	47,133.00	47,133.00	0.00	0.00	47,133.00	100.00 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	0.00	850.00	100.00 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	25,725.00	25,725.00	232.80	232.80	25,492.20	99.10 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO...	93,500.00	93,500.00	7,192.30	7,192.30	86,307.70	92.31 %
AA100.1430.200.00000	PERSONNEL.CAPITAL.EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.1430.410.00000	PERSONNEL.CONTRACTUAL	7,120.00	7,120.00	32.30	32.30	7,087.70	99.55 %
AA100.1430.420.00000	PERSONNEL.EAP HUMAN RESOURCE	1,550.00	1,550.00	0.00	0.00	1,550.00	100.00 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	20,003.00	73,363.00	0.00	0.00	73,363.00	100.00 %
AA100.1440.406.00000	ENGINEERING. SEWERS	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	11,250.00	11,250.00	0.00	0.00	11,250.00	100.00 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL....	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRAC...	36,223.00	36,223.00	0.00	0.00	36,223.00	100.00 %
AA100.1480.100.00000	PUBLICSERVINFO.CONTRACTUAL.P...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C...	3,351.00	3,351.00	0.00	0.00	3,351.00	100.00 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	15,002.00	254,902.00	0.00	0.00	254,902.00	100.00 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	5,000.00	5,000.00	1,132.73	1,132.73	3,867.27	77.35 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTI...	49,350.00	54,350.00	695.35	695.35	53,654.65	98.72 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR...	114,850.00	114,850.00	1,210.75	1,210.75	113,639.25	98.95 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY....	37,500.00	37,500.00	139.99	139.99	37,360.01	99.63 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	6,500.00	6,500.00	276.15	276.15	6,223.85	95.75 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU...	16,500.00	16,500.00	5,662.00	5,662.00	10,838.00	65.68 %
AA100.1680.100.00000	CENTRAL DATA PROCESSING.PERS...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1680.125.00000	CENTRAL DATA PROCESSING..PT PE...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIP...	109,502.00	114,207.00	0.00	0.00	114,207.00	100.00 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	134,800.00	134,800.00	27,424.72	27,424.72	107,375.28	79.66 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	135,000.00	135,000.00	0.00	0.00	135,000.00	100.00 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,750.00	1,750.00	1,500.00	1,500.00	250.00	14.29 %
AA100.1940.200.00000	PURCHASE OF LAND/RIGHT OF WAY...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.1940.400.00000	PURCHASE OF LAND/RIGHT OF WAY...	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.1990.400.00000	CONTINGENCY	144,409.00	144,409.00	0.00	0.00	144,409.00	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00 %
AA100.3189.200.00000	OTHER TRAFFIC SAFETY	15,000.00	27,952.00	0.00	0.00	27,952.00	100.00 %
AA100.3310.200.00000	TRAFFIC.CAPITAL.EQUIPMENT	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	30,000.00	30,000.00	26,456.00	26,456.00	3,544.00	11.81 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	0.00	400.00	100.00 %
AA100.4540.400.00000	AMBULANCE CONTRACTUAL	9,000.00	9,000.00	9,000.00	9,000.00	0.00	0.00 %
AA100.5010.110.00000	HIGHWAY SUPT.ELECTED	60,000.00	60,000.00	4,615.38	4,615.38	55,384.62	92.31 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	5,305.00	5,305.00	408.08	408.08	4,896.92	92.31 %
AA100.5010.130.00000	HIGHWAY. CLERK	20,353.00	20,353.00	1,164.41	1,164.41	19,188.59	94.28 %
AA100.5010.131.00000	HIGHWAY.SENIOR CLERK	23,567.00	23,567.00	1,410.59	1,410.59	22,156.41	94.01 %
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR...	25,000.00	25,000.00	25,000.00	25,000.00	0.00	0.00 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	16,160.00	16,160.00	0.00	0.00	16,160.00	100.00 %
AA100.7020.400.00000	RECREATION.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	56,160.00	56,160.00	3,746.25	3,746.25	52,413.75	93.33 %
AA100.7110.130.00000	PARK.LABORER F/T	68,640.00	68,640.00	3,501.50	3,501.50	65,138.50	94.90 %
AA100.7110.131.00000	PERSONAL SERVICES.PT	51,251.00	51,251.00	2,055.60	2,055.60	49,195.40	95.99 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
AA100.7110.143.00000	PARK.LABORERS P/T SEASONAL	75,600.00	75,600.00	0.00	0.00	75,600.00	100.00 %
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANC...	258,507.00	311,307.00	0.00	0.00	311,307.00	100.00 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PAR...	150,002.00	150,002.00	0.00	0.00	150,002.00	100.00 %
AA100.7110.400.00000	PARK.CONTRACTUAL	51,761.00	57,178.00	2,196.51	2,196.51	54,981.49	96.16 %
AA100.7110.402.00000	PARKS.LANDSCAPING	14,950.00	14,950.00	0.00	0.00	14,950.00	100.00 %
AA100.7110.404.00000	PARKS AUBURN TRAIL	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEG...	65,718.00	65,718.00	0.00	0.00	65,718.00	100.00 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTR...	30,800.00	30,800.00	1,270.00	1,270.00	29,530.00	95.88 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIE NIGHT	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
AA100.7450.410.00000	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00 %
AA100.7510.120.00000	HISTORIAN.PERSONAL SERVICES	3,789.00	3,789.00	0.00	0.00	3,789.00	100.00 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	18,450.00	18,450.00	0.00	0.00	18,450.00	100.00 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.8010.120.00000	PLANNER.PERSONAL SVCS	56,650.00	56,650.00	4,357.70	4,357.70	52,292.30	92.31 %
AA100.8010.124.00000	ZONING.OFFICER F/T	113,300.00	113,300.00	8,715.40	8,715.40	104,584.60	92.31 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	13,125.00	13,125.00	708.75	708.75	12,416.25	94.60 %
AA100.8010.146.00000	ZONING.SENIOR CLERK	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.8010.147.00000	ZONING.OFFICE SPECIALIST I	0.00	38,000.00	1,440.00	1,440.00	36,560.00	96.21 %
AA100.8010.200.00000	ZONE.PLANNER.CAPITAL.EQUIPME...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	2,840.00	2,840.00	64.60	64.60	2,775.40	97.73 %
AA100.8010.420.00000	ZONING.PLANNER.CONTRACTUAL	6,020.00	6,020.00	105.45	105.45	5,914.55	98.25 %
AA100.8020.120.00000	PLANNING BOARD.PERSONAL SERV...	16,015.00	16,015.00	0.00	0.00	16,015.00	100.00 %
AA100.8020.140.00000	PB STENOGRAPHER P/T.PERSONAL ...	6,930.00	6,930.00	459.00	459.00	6,471.00	93.38 %
AA100.8020.150.00000	ECB.PERSONAL SERVICES	4,822.00	4,822.00	0.00	0.00	4,822.00	100.00 %
AA100.8020.160.00000	PLANNING.SECRETARY STENOGRAP...	13,080.00	13,080.00	1,290.00	1,290.00	11,790.00	90.14 %
AA100.8020.400.00000	PLANNING BOARD.CONTRACTUAL	12,750.00	12,750.00	295.00	295.00	12,455.00	97.69 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRAC...	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
AA100.8020.422.00000	PLANNING.OPEN SPACE TEAM & C...	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
AA100.8020.424.00000	PLANNING.UPTOWN	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
AA100.8020.428.00000	PLANNING.HISTORICAL PROJECT TE...	200.00	200.00	0.00	0.00	200.00	100.00 %
AA100.8020.450.00000	PLANNING.ECB.CONTRACTUAL	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS...	6,460.00	6,460.00	0.00	0.00	6,460.00	100.00 %
AA100.8040.140.00000	ZONING BOARD OF APPEALS SECRE...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIPME...	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON...	66,921.00	66,921.00	4,092.94	4,092.94	62,828.06	93.88 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PE...	41,600.00	41,600.00	2,041.91	2,041.91	39,558.09	95.09 %
AA100.8160.200.00000	WASTE & RECYCLING EQUIPMENT	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUAL	114,000.00	114,000.00	2,974.81	2,974.81	111,025.19	97.39 %
AA100.8540.400.00000	DRAINAGE.CONTRACTUAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8664.121.00000	CODE ENFORCEMENT	78,000.00	78,000.00	10,769.24	10,769.24	67,230.76	86.19 %
AA100.8664.122.00000	CODE ENFORCEMENT	20,851.00	20,851.00	1,189.70	1,189.70	19,661.30	94.29 %
AA100.8664.124.00000	CODE ENFORCEMENT	92,500.00	54,500.00	1,634.50	1,634.50	52,865.50	97.00 %
AA100.8664.126.00000	CODE ENFORCEMENT	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQU...	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU...	9,440.00	9,440.00	306.90	306.90	9,133.10	96.75 %
AA100.8710.400.00000	CONSERVATION.PROGRAM.CONTR...	3,300.00	3,300.00	0.00	0.00	3,300.00	100.00 %
AA100.8710.401.00000	CONSERVATION.AG COMMITTEE.C...	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8730.450.00000	FORESTRY TREE ADVISORY BOARD	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	15,400.00	15,400.00	5,000.00	5,000.00	10,400.00	67.53 %
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	31,000.00	31,000.00	31,210.00	31,210.00	-210.00	-0.68 %
AA100.9010.800.00000	NYS RETIREMENT	212,000.00	212,000.00	0.00	0.00	212,000.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	132,000.00	132,000.00	10,438.63	10,438.63	121,561.37	92.09 %
AA100.9040.800.00000	WORKERS COMPENSATION	113,510.00	113,510.00	113,509.26	113,509.26	0.74	0.00 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %

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For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.9055.800.00000	DISABILITY INSURANCE	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00 %
AA100.9060.810.00000	MEDICAL INSURANCE	202,000.00	202,000.00	23,329.08	23,329.08	178,670.92	88.45 %
AA100.9060.811.00000	DENTAL INSURANCE	12,500.00	12,500.00	2,187.82	2,187.82	10,312.18	82.50 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	8,000.00	8,000.00	615.36	615.36	7,384.64	92.31 %
AA100.9060.830.00000	HSA ACCOUNT	51,700.00	51,700.00	21,860.99	21,860.99	29,839.01	57.72 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL	220,000.00	220,000.00	0.00	0.00	220,000.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST	63,775.00	63,775.00	0.00	0.00	63,775.00	100.00 %
AA100.9785.600.00000	LEASE INSTALLMENT.PRINCIPAL	39,151.00	39,151.00	42,507.07	42,507.07	-3,356.07	-8.57 %
AA100.9785.700.00000	LEASE INSTALLMENT.INTEREST	3,357.00	3,357.00	0.00	0.00	3,357.00	100.00 %
AA100.9950.900.00000	INTERFUND TRANSFER.CAPITAL PR...	0.00	0.00	-294.76	-294.76	294.76	0.00 %
	Expense Total:	5,143,203.00	5,517,337.00	510,231.84	510,231.84	5,007,105.16	90.75 %
	Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	-134,234.00	35,004.31	35,004.31	169,238.31	126.08 %
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX R...	0.00	0.00	4,589.80	4,589.80	4,589.80	0.00 %
	Revenue Total:	0.00	0.00	4,589.80	4,589.80	4,589.80	0.00 %
	Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	4,589.80	4,589.80	4,589.80	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE							
Revenue							
AA232.2401.00000	INTEREST & EARNING.BUILDING RE...	0.00	0.00	976.85	976.85	976.85	0.00 %
	Revenue Total:	0.00	0.00	976.85	976.85	976.85	0.00 %
	Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	976.85	976.85	976.85	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
AA233.2401.00000	INTEREST & EARNING.TECHNOLOGY...	0.00	0.00	218.99	218.99	218.99	0.00 %
	Revenue Total:	0.00	0.00	218.99	218.99	218.99	0.00 %
	Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	218.99	218.99	218.99	0.00 %
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE ...	0.00	0.00	3,764.42	3,764.42	3,764.42	0.00 %
	Revenue Total:	0.00	0.00	3,764.42	3,764.42	3,764.42	0.00 %
	Fund: AA234 - OPEN SPACE RESERVE Total:	0.00	0.00	3,764.42	3,764.42	3,764.42	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
Revenue							
AA235.2401.00000	INTEREST & EARNING.NYS RETIREM...	0.00	0.00	885.53	885.53	885.53	0.00 %
	Revenue Total:	0.00	0.00	885.53	885.53	885.53	0.00 %
	Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	885.53	885.53	885.53	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE							
Revenue							
AA237.2401.00000	INTEREST & EARNINGS.BONDED IN...	0.00	0.00	1,026.44	1,026.44	1,026.44	0.00 %
	Revenue Total:	0.00	0.00	1,026.44	1,026.44	1,026.44	0.00 %
	Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	1,026.44	1,026.44	1,026.44	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WAST...	0.00	0.00	3,816.21	3,816.21	3,816.21	0.00 %
	Revenue Total:	0.00	0.00	3,816.21	3,816.21	3,816.21	0.00 %
	Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	3,816.21	3,816.21	3,816.21	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND							
Revenue							
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	1,611.86	1,611.86	1,611.86	0.00 %
	Revenue Total:	0.00	0.00	1,611.86	1,611.86	1,611.86	0.00 %
	Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	1,611.86	1,611.86	1,611.86	0.00 %

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For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: DA100 - HIGHWAY							
Revenue							
DA100.1001.00000	REAL PROPERTY TAXES	925,000.00	925,000.00	925,000.00	925,000.00	0.00	0.00 %
DA100.1120.00000	NON PROPERTY SALES TAX	2,600,000.00	2,600,000.00	0.00	0.00	-2,600,000.00	100.00 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	171,500.00	171,500.00	3,885.00	3,885.00	-167,615.00	97.73 %
DA100.2303.00000	SALE OF FUEL	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
DA100.2401.00000	INTEREST & EARNINGS	25,000.00	25,000.00	203.40	203.40	-24,796.60	99.19 %
DA100.2410.00000	RENTAL OF LABOR/INDIVIDUALS	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
DA100.2414.00000	RENTAL OF EQUIPMENT	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
DA100.2665.00000	SALE OF EQUIPMENT	35,000.00	35,000.00	0.00	0.00	-35,000.00	100.00 %
DA100.3501.00000	NYS STATE AID CHIPS	487,935.00	487,935.00	0.00	0.00	-487,935.00	100.00 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FOR...	489,690.00	489,690.00	0.00	0.00	-489,690.00	100.00 %
	Revenue Total:	4,756,125.00	4,756,125.00	929,088.40	929,088.40	-3,827,036.60	80.47 %
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	5,000.00	9,500.00	0.00	0.00	9,500.00	100.00 %
DA100.5010.400.00000	HWY.ADMIN.CONTRACTUAL	17,920.00	17,920.00	717.24	717.24	17,202.76	96.00 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	696,000.00	696,000.00	0.00	0.00	696,000.00	100.00 %
DA100.5110.131.00000	GENERAL REPAIRS.VACATIONBUYB...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
DA100.5110.400.00000	GENERAL REPAIRS.CONTRACTUAL	1,250,000.00	1,250,000.00	2,541.19	2,541.19	1,247,458.81	99.80 %
DA100.5112.200.00000	HWY.PERMANENT IMPROVEMENTS...	487,935.00	487,935.00	0.00	0.00	487,935.00	100.00 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	390,002.00	489,869.00	0.00	0.00	489,869.00	100.00 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL...	218,950.00	211,012.98	12,309.25	12,309.25	198,703.73	94.17 %
DA100.5130.400.00201	MACHINERY.CONTRACTUAL.TRUCK...	0.00	28.88	28.88	28.88	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK...	0.00	2,432.15	2,432.15	2,432.15	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK...	0.00	475.18	475.18	475.18	0.00	0.00 %
DA100.5130.400.00212	MACHINERY.CONTRACTUAL.TRUCK...	0.00	446.80	446.80	446.80	0.00	0.00 %
DA100.5130.400.00238	MACHINERY.CONTRACTUAL.TRUCK...	0.00	74.61	74.61	74.61	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK...	0.00	234.26	234.26	234.26	0.00	0.00 %
DA100.5130.400.00240	MACHINERY.CONTRACTUAL TRUCK ...	0.00	310.65	310.65	310.65	0.00	0.00 %
DA100.5130.400.00246	MACHINERY.CONTRACTUAL.TRUCK...	0.00	3,923.15	3,923.15	3,923.15	0.00	0.00 %
DA100.5130.400.00999	MACHINERY.CONTRACTUAL.CHESH...	0.00	11.34	11.34	11.34	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	210,000.00	210,000.00	9,945.85	9,945.85	200,054.15	95.26 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	460,000.00	460,000.00	76,542.40	76,542.40	383,457.60	83.36 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	511,500.00	511,500.00	77,362.20	77,362.20	434,137.80	84.88 %
DA100.9010.800.00000	NYS RETIREMENT	151,000.00	151,000.00	0.00	0.00	151,000.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	77,500.00	77,500.00	7,011.04	7,011.04	70,488.96	90.95 %
DA100.9040.800.00000	WORKERS COMPENSATION	29,238.00	29,238.00	29,237.23	29,237.23	0.77	0.00 %
DA100.9050.800.00000	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
DA100.9055.800.00000	DISABILITY INSURANCE	600.00	600.00	0.00	0.00	600.00	100.00 %
DA100.9060.810.00000	MEDICAL INSURANCE	164,730.00	164,730.00	18,878.79	18,878.79	145,851.21	88.54 %
DA100.9060.811.00000	DENTAL INSURANCE	14,750.00	14,750.00	2,023.58	2,023.58	12,726.42	86.28 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	461.52	461.52	3,538.48	88.46 %
DA100.9060.830.00000	HSA ACCOUNT	54,000.00	54,000.00	21,500.00	21,500.00	32,500.00	60.19 %
	Expense Total:	4,756,125.00	4,860,492.00	266,467.31	266,467.31	4,594,024.69	94.52 %
Fund: DA100 - HIGHWAY Surplus (Deficit):		0.00	-104,367.00	662,621.09	662,621.09	766,988.09	734.90 %
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT ...	0.00	0.00	1,485.21	1,485.21	1,485.21	0.00 %
	Revenue Total:	0.00	0.00	1,485.21	1,485.21	1,485.21	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:		0.00	0.00	1,485.21	1,485.21	1,485.21	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNING.HWY IMPRO...	0.00	0.00	1,588.55	1,588.55	1,588.55	0.00 %
	Revenue Total:	0.00	0.00	1,588.55	1,588.55	1,588.55	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:		0.00	0.00	1,588.55	1,588.55	1,588.55	0.00 %

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For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNING.SNOW&ICE R...	0.00	0.00	978.11	978.11	978.11	0.00 %
	Revenue Total:	0.00	0.00	978.11	978.11	978.11	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:		0.00	0.00	978.11	978.11	978.11	0.00 %
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBR...	0.00	0.00	47.97	47.97	47.97	0.00 %
HH100.2401.00031	INTEREST & EARNINGS.HISTORICAL ...	0.00	0.00	0.13	0.13	0.13	0.00 %
HH100.2401.00033	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	232.86	232.86	232.86	0.00 %
HH100.2401.00034	INTEREST & EARNINGS.GATEWAY S...	0.00	0.00	6.58	6.58	6.58	0.00 %
HH100.2401.00035	INTEREST & EARNINGS.UPTOWN IN...	0.00	0.00	21.71	21.71	21.71	0.00 %
HH100.2401.00037	INTEREST & EARNINGS.FIRE STATIO...	0.00	0.00	5.65	5.65	5.65	0.00 %
HH100.2401.00038	INTEREST & EARNINGS.COMPLETE ...	0.00	0.00	58.98	58.98	58.98	0.00 %
HH100.2401.00039	INTEREST & EARNINGS.HWY ROAD...	0.00	0.00	13.84	13.84	13.84	0.00 %
HH100.2401.00042	INTEREST & EARNINGS.TH RENO	0.00	0.00	7.48	7.48	7.48	0.00 %
HH100.2401.00043	INTEREST & EARNINGS.NORTH RD ...	0.00	0.00	52.77	52.77	52.77	0.00 %
HH100.5031.00032	INTERFUND TRANSFER.LGMRIF	0.00	0.00	-294.76	-294.76	-294.76	0.00 %
	Revenue Total:	0.00	0.00	153.21	153.21	153.21	0.00 %
Fund: HH100 - CAPITAL PROJECTS Total:		0.00	0.00	153.21	153.21	153.21	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.1030.00000	SPECIAL ASSESSMENT.RT 332 DRAI...	9,912.00	9,912.00	9,912.00	9,912.00	0.00	0.00 %
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRA...	200.00	200.00	26.96	26.96	-173.04	86.52 %
SD600.9000.00000	APPROPRIATED FUND BALANCE FOR...	4,900.00	4,900.00	0.00	0.00	-4,900.00	100.00 %
	Revenue Total:	15,012.00	15,012.00	9,938.96	9,938.96	-5,073.04	33.79 %
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE ...	15,012.00	15,012.00	0.00	0.00	15,012.00	100.00 %
	Expense Total:	15,012.00	15,012.00	0.00	0.00	15,012.00	100.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	9,938.96	9,938.96	9,938.96	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
SD605.1030.00000	SPECIAL ASSESSMENT.LAKEWOOD ...	1,932.00	1,932.00	1,932.00	1,932.00	0.00	0.00 %
SD605.2401.00000	INTEREST & EARNINGS.LAKEWOOD...	70.00	70.00	5.53	5.53	-64.47	92.10 %
	Revenue Total:	2,002.00	2,002.00	1,937.53	1,937.53	-64.47	3.22 %
Expense							
SD605.8520.400.00000	MAINTENANCE..LAKEWOOD MEAD...	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00 %
	Expense Total:	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..		0.00	0.00	1,937.53	1,937.53	1,937.53	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DR...	45.00	45.00	3.19	3.19	-41.81	92.91 %
	Revenue Total:	45.00	45.00	3.19	3.19	-41.81	92.91 %
Expense							
SD610.8520.400.00000	MAINTENANCE..ASHTON DRAINAGE..	45.00	45.00	0.00	0.00	45.00	100.00 %
	Expense Total:	45.00	45.00	0.00	0.00	45.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	3.19	3.19	3.19	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.1030.00000	SPECIAL ASSESSMENT.FOX RIDGE D...	10,472.00	10,472.00	10,472.00	10,472.00	0.00	0.00 %
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE ...	120.00	120.00	9.78	9.78	-110.22	91.85 %
SD615.9000.00000	APPROPRIATED FUND BALANCE FOR...	21,528.00	21,528.00	0.00	0.00	-21,528.00	100.00 %
	Revenue Total:	32,120.00	32,120.00	10,481.78	10,481.78	-21,638.22	67.37 %

Budget Report-JM

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
SD615.8520.400.00000	MAINTENANCE..FOX RIDGE DRAIN...	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00 %
	Expense Total:	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00 %
	Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	10,481.78	10,481.78	10,481.78	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS ...	20.00	20.00	1.67	1.67	-18.33	91.65 %
	Revenue Total:	20.00	20.00	1.67	1.67	-18.33	91.65 %
Expense							
SD620.8520.400.00000	MAINTENANCE..LANDINGS DRAIN...	20.00	20.00	0.00	0.00	20.00	100.00 %
	Expense Total:	20.00	20.00	0.00	0.00	20.00	100.00 %
	Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	1.67	1.67	1.67	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOKS...	60.00	60.00	3.00	3.00	-57.00	95.00 %
	Revenue Total:	60.00	60.00	3.00	3.00	-57.00	95.00 %
Expense							
SD625.8520.400.00000	MAINTENANCE..OLD BROOKSIDE D...	60.00	60.00	0.00	0.00	60.00	100.00 %
	Expense Total:	60.00	60.00	0.00	0.00	60.00	100.00 %
	Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	3.00	3.00	3.00	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE ES...	45.00	45.00	2.07	2.07	-42.93	95.40 %
	Revenue Total:	45.00	45.00	2.07	2.07	-42.93	95.40 %
Expense							
SD630.8520.400.00000	MAINTENANCE..LAKESIDE ESTATES ...	45.00	45.00	0.00	0.00	45.00	100.00 %
	Expense Total:	45.00	45.00	0.00	0.00	45.00	100.00 %
	Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	2.07	2.07	2.07	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.1030.00000	SPECIAL ASSESSMENT.WATERFORD...	805.00	805.00	805.00	805.00	0.00	0.00 %
SD635.2401.00000	INTEREST & EARNINGS.WATERFORD...	70.00	70.00	3.45	3.45	-66.55	95.07 %
	Revenue Total:	875.00	875.00	808.45	808.45	-66.55	7.61 %
Expense							
SD635.8520.400.00000	MAINTENANCE..WATERFORD POINT...	875.00	875.00	0.00	0.00	875.00	100.00 %
	Expense Total:	875.00	875.00	0.00	0.00	875.00	100.00 %
	Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	808.45	808.45	808.45	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.1030.00000	SPECIAL ASSESSMENT.STABLEGATE...	6,213.00	6,213.00	6,213.00	6,213.00	0.00	0.00 %
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE...	90.00	90.00	5.30	5.30	-84.70	94.11 %
SD640.9000.00000	APPROPRIATED FUND BALANCE	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
	Revenue Total:	15,303.00	15,303.00	6,218.30	6,218.30	-9,084.70	59.37 %
Expense							
SD640.8520.400.00000	MAINTENANCE..STABLEGATE DRAI...	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00 %
	Expense Total:	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00 %
	Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	6,218.30	6,218.30	6,218.30	0.00 %
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTE...	1,750,000.00	1,750,000.00	1,750,000.00	1,750,000.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTE...	2,500.00	2,500.00	390.30	390.30	-2,109.70	84.39 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SF450.9000.00000	APPROPRIATED FUND BALANCE FOR..	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
	Revenue Total:	1,755,000.00	1,755,000.00	1,750,390.30	1,750,390.30	-4,609.70	0.26 %
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREE...	1,755,000.00	1,755,000.00	0.00	0.00	1,755,000.00	100.00 %
	Expense Total:	1,755,000.00	1,755,000.00	0.00	0.00	1,755,000.00	100.00 %
	Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	1,750,390.30	1,750,390.30	1,750,390.30	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOI...	1,910.00	1,910.00	1,910.00	1,910.00	0.00	0.00 %
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOI...	12.00	12.00	0.85	0.85	-11.15	92.92 %
	Revenue Total:	1,922.00	1,922.00	1,910.85	1,910.85	-11.15	0.58 %
Expense							
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT L...	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00 %
	Expense Total:	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00 %
	Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	1,910.85	1,910.85	1,910.85	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE L...	15,432.00	15,432.00	15,432.00	15,432.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE L...	40.00	40.00	3.94	3.94	-36.06	90.15 %
	Revenue Total:	15,472.00	15,472.00	15,435.94	15,435.94	-36.06	0.23 %
Expense							
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIG...	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
SL705.5182.401.00000	STREET LIGHTING.MAINTENANCE.F...	4,472.00	4,472.00	0.00	0.00	4,472.00	100.00 %
	Expense Total:	15,472.00	15,472.00	0.00	0.00	15,472.00	100.00 %
	Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	15,435.94	15,435.94	15,435.94	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS L...	5.00	5.00	0.27	0.27	-4.73	94.60 %
	Revenue Total:	5.00	5.00	0.27	0.27	-4.73	94.60 %
Expense							
SL710.5182.400.00000	UTILITIES ELECTRIC..LANDINGS LIG...	5.00	5.00	0.00	0.00	5.00	100.00 %
	Expense Total:	5.00	5.00	0.00	0.00	5.00	100.00 %
	Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.27	0.27	0.27	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.1001.00000	REAL PROPERTY TAXES.LAKEWOOD...	1,475.00	1,475.00	1,475.00	1,475.00	0.00	0.00 %
SL715.2401.00000	INTEREST & EARNINGS.LAKEWOOD...	15.00	15.00	1.02	1.02	-13.98	93.20 %
	Revenue Total:	1,490.00	1,490.00	1,476.02	1,476.02	-13.98	0.94 %
Expense							
SL715.5182.240.00000	UTILITIES-EQUIPMENT.LAKEWOOD...	1,095.00	1,095.00	0.00	0.00	1,095.00	100.00 %
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD ME...	395.00	395.00	0.00	0.00	395.00	100.00 %
	Expense Total:	1,490.00	1,490.00	0.00	0.00	1,490.00	100.00 %
	Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...	0.00	0.00	1,476.02	1,476.02	1,476.02	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK...	2,118.00	2,118.00	2,118.00	2,118.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK ...	10.00	10.00	0.87	0.87	-9.13	91.30 %
	Revenue Total:	2,128.00	2,128.00	2,118.87	2,118.87	-9.13	0.43 %
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA...	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SL720.5182.401.00000	STREET LIGHTING.MAINTENANCE.F...	428.00	428.00	0.00	0.00	428.00	100.00 %
Expense Total:		2,128.00	2,128.00	0.00	0.00	2,128.00	100.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	2,118.87	2,118.87	2,118.87	0.00 %
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT							
Revenue							
SM900.1001.00000	REAL PROPERTY TAXES.UPTOWN BID	105,000.00	105,000.00	105,000.00	105,000.00	0.00	0.00 %
SM900.2401.00000	INTEREST & EARNINGS.UPTOWN BID	400.00	400.00	25.50	25.50	-374.50	93.63 %
Revenue Total:		105,400.00	105,400.00	105,025.50	105,025.50	-374.50	0.36 %
Expense							
SM900.5182.401.00000	STREET LIGHTING-UTILITIES.UPTO...	15,400.00	15,400.00	0.00	0.00	15,400.00	100.00 %
SM900.8510.400.00000	COMMUNITY BEAUTIF - CONT.UPT...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
SM900.9730.700.00000	BAN DEBT INTEREST	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Expense Total:		105,400.00	105,400.00	0.00	0.00	105,400.00	100.00 %
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...		0.00	0.00	105,025.50	105,025.50	105,025.50	0.00 %
Fund: SS800 - SANITARY SEWER							
Revenue							
SS800.1030.00000	SPECIAL ASSESSMENTS..PURDY/M...	18,210.00	18,210.00	18,210.00	18,210.00	0.00	0.00 %
SS800.2401.00000	INTEREST & EARNINGS.SEWER	90.00	90.00	3.98	3.98	-86.02	95.58 %
Revenue Total:		18,300.00	18,300.00	18,213.98	18,213.98	-86.02	0.47 %
Expense							
SS800.9710.600.00000	SERIAL BONDS.PRINCIPAL.PURDY/...	18,300.00	18,300.00	0.00	0.00	18,300.00	100.00 %
Expense Total:		18,300.00	18,300.00	0.00	0.00	18,300.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):		0.00	0.00	18,213.98	18,213.98	18,213.98	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA C...	791,001.00	791,001.00	791,001.00	791,001.00	0.00	0.00 %
SW500.2140.00000	WATER QUARTERLY SALES.CANDGA...	725,000.00	725,000.00	0.00	0.00	-725,000.00	100.00 %
SW500.2142.00000	WATER FILL STATION SALES.CANDG...	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
SW500.2144.00000	WATER NEW SERVICES.CANDGA C...	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CONS..	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
SW500.2389.00000	INTEREST OTHER GOVT	1,452.00	1,452.00	0.00	0.00	-1,452.00	100.00 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAI...	55,000.00	55,000.00	451.83	451.83	-54,548.17	99.18 %
SW500.2655.00000	SALES - OTHER-REPAIRS/REPLACEM...	500.00	500.00	0.00	0.00	-500.00	100.00 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C...	19,093.00	19,093.00	0.00	0.00	-19,093.00	100.00 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FOR..	361,714.00	361,714.00	0.00	0.00	-361,714.00	100.00 %
Revenue Total:		1,972,760.00	1,972,760.00	791,452.83	791,452.83	-1,181,307.17	59.88 %
Expense							
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL....	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN...	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN...	75,000.00	75,000.00	5,769.24	5,769.24	69,230.76	92.31 %
SW500.8310.121.00000	WATER ADMIN.CLERK.CDGA CONS...	20,353.00	20,353.00	1,174.20	1,174.20	19,178.80	94.23 %
SW500.8310.122.00000	WATER ADMIN.SENIOR CLERK.CDGA..	23,567.00	23,567.00	1,346.40	1,346.40	22,220.60	94.29 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA...	195,000.00	195,000.00	14,373.77	14,373.77	180,626.23	92.63 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA...	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CA...	5,760.00	5,760.00	96.90	96.90	5,663.10	98.32 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C...	39,000.00	39,000.00	2,611.02	2,611.02	36,388.98	93.31 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CAND...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES....	9,179.00	9,179.00	562.00	562.00	8,617.00	93.88 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN...	30,000.00	42,843.00	0.00	0.00	42,843.00	100.00 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA...	525,000.00	525,000.00	0.00	0.00	525,000.00	100.00 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN...	58,000.00	58,000.00	0.00	0.00	58,000.00	100.00 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA...	163,000.00	163,000.00	22,332.40	22,332.40	140,667.60	86.30 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP....	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
SW500.8397.400.00000	WATER CAPITAL PROJECTS.CONT.C...	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 01/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
SW500.9010.800.00000	NYS RETIREMENT...CANDGA CONS ...	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS ...	16,500.00	16,500.00	2,008.40	2,008.40	14,491.60	87.83 %
SW500.9040.800.00000	WORKERS COMPENSATION...CAND...	5,200.00	5,200.00	5,159.51	5,159.51	40.49	0.78 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA ...	100.00	100.00	0.00	0.00	100.00	100.00 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.C...	32,300.00	32,300.00	5,211.98	5,211.98	27,088.02	83.86 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CONS...	2,500.00	2,500.00	580.84	580.84	1,919.16	76.77 %
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B...	4,000.00	4,000.00	307.68	307.68	3,692.32	92.31 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCO...	11,500.00	11,500.00	5,000.00	5,000.00	6,500.00	56.52 %
SW500.9090.876.00000	EMP BENEFIT VAC BUYBACK	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW500.9710.600.00000	SERIAL BONDS PRINCIPAL	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
SW500.9710.700.00000	SERIAL BONDS INTEREST	57,300.00	57,300.00	0.00	0.00	57,300.00	100.00 %
SW500.9950.900.00000	TRNSF.CITY.WATERPLANTRESERVE	1.00	1.00	0.00	0.00	1.00	100.00 %
Expense Total:		1,972,760.00	1,985,603.00	66,534.34	66,534.34	1,919,068.66	96.65 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...		0.00	-12,843.00	724,918.49	724,918.49	737,761.49	5,744.46 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT							
Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR...	16,962.00	16,962.00	5,855.00	5,855.00	-11,107.00	65.48 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI...	61,336.00	61,336.00	17,578.00	17,578.00	-43,758.00	71.34 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAI...	325.00	325.00	11.30	11.30	-313.70	96.52 %
SW505.9000.00000	APPROPRIATED FUND BALANCE FOR...	826.00	826.00	0.00	0.00	-826.00	100.00 %
Revenue Total:		79,449.00	79,449.00	23,444.30	23,444.30	-56,004.70	70.49 %
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT....	10,325.00	10,325.00	0.00	0.00	10,325.00	100.00 %
SW505.9710.600.00000	SERIAL BONDS BRISTOL.PRINCIPAL....	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
SW505.9710.700.00000	SERIAL BONDS BRISTOL.INTEREST.C...	36,750.00	36,750.00	0.00	0.00	36,750.00	100.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDGA...	2,545.00	2,545.00	0.00	0.00	2,545.00	100.00 %
SW505.9903.901.00000	TRANSFER/WATER-MAINT...CANDG...	4,829.00	4,829.00	0.00	0.00	4,829.00	100.00 %
Expense Total:		79,449.00	79,449.00	0.00	0.00	79,449.00	100.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...		0.00	0.00	23,444.30	23,444.30	23,444.30	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT							
Revenue							
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA...	286,919.00	286,919.00	286,919.00	286,919.00	0.00	0.00 %
SW515.2401.00000	INTEREST & EARNINGS.CANANDAI...	350.00	350.00	89.55	89.55	-260.45	74.41 %
Revenue Total:		287,269.00	287,269.00	287,008.55	287,008.55	-260.45	0.09 %
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRAC...	285,288.00	285,288.00	285,288.00	285,288.00	0.00	0.00 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRAC...	1,981.00	1,981.00	0.00	0.00	1,981.00	100.00 %
Expense Total:		287,269.00	287,269.00	285,288.00	285,288.00	1,981.00	0.69 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...		0.00	0.00	1,720.55	1,720.55	1,720.55	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT							
Revenue							
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE ...	8,451.00	8,451.00	8,451.00	8,451.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE ...	45.00	45.00	2.66	2.66	-42.34	94.09 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FOR...	3,200.00	3,200.00	0.00	0.00	-3,200.00	100.00 %
Revenue Total:		11,696.00	11,696.00	8,453.66	8,453.66	-3,242.34	27.72 %
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT....	3,988.00	3,988.00	0.00	0.00	3,988.00	100.00 %
SW525.9710.600.00000	SERIAL BONDS.PRINCIPAL.MCINTYR...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW525.9710.700.00000	SERIAL BONDS.INTEREST.MCINTYRE...	3,225.00	3,225.00	0.00	0.00	3,225.00	100.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE...	1,483.00	1,483.00	0.00	0.00	1,483.00	100.00 %
Expense Total:		11,696.00	11,696.00	0.00	0.00	11,696.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	8,453.66	8,453.66	8,453.66	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 01/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT							
Revenue							
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON A...	19,567.00	19,567.00	19,567.00	19,567.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON A...	25.00	25.00	5.05	5.05	-19.95	79.80 %
	Revenue Total:	19,592.00	19,592.00	19,572.05	19,572.05	-19.95	0.10 %
Expense							
SW530.8389.400.00000	COMMON WATER.CONTRACTUAL....	6,260.00	6,260.00	6,282.00	6,282.00	-22.00	-0.35 %
SW530.9710.600.00000	SERIAL BONDS.PRINCIPAL.EMERSON..	8,000.00	8,000.00	8,000.00	8,000.00	0.00	0.00 %
SW530.9710.700.00000	SERIAL BONDS.INTEREST.EMERSON...	5,332.00	5,332.00	5,332.00	5,332.00	0.00	0.00 %
	Expense Total:	19,592.00	19,592.00	19,614.00	19,614.00	-22.00	-0.11 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...		0.00	0.00	-41.95	-41.95	-41.95	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT							
Revenue							
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO...	19,944.00	19,944.00	19,944.00	19,944.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COU...	75.00	75.00	5.47	5.47	-69.53	92.71 %
	Revenue Total:	20,019.00	20,019.00	19,949.47	19,949.47	-69.53	0.35 %
Expense							
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.600.00000	SERIAL BONDS.PRINCIPAL.EX 36 - C...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.700.00000	SERIAL BONDS.INTEREST.CO RD #30...	8,475.00	8,475.00	0.00	0.00	8,475.00	100.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	1,544.00	1,544.00	0.00	0.00	1,544.00	100.00 %
	Expense Total:	20,019.00	20,019.00	0.00	0.00	20,019.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..		0.00	0.00	19,949.47	19,949.47	19,949.47	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT							
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS GR...	18,272.00	18,272.00	18,272.00	18,272.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS GR...	70.00	70.00	5.05	5.05	-64.95	92.79 %
SW540.9000.00000	APPROPRIATED FUND BALANCE FOR...	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
	Revenue Total:	23,342.00	23,342.00	18,277.05	18,277.05	-5,064.95	21.70 %
Expense							
SW540.8340.400.00000	SERVICES & MAIN.CONT.HOPKINS ...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW540.9710.600.00000	SERIAL BONDS.PRINCIPAL.HOPKINS...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
SW540.9710.700.00000	SERIAL BONDS.INTEREST.HOPKINS ...	4,638.00	4,638.00	0.00	0.00	4,638.00	100.00 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	3,704.00	3,704.00	0.00	0.00	3,704.00	100.00 %
	Expense Total:	23,342.00	23,342.00	0.00	0.00	23,342.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):		0.00	0.00	18,277.05	18,277.05	18,277.05	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX RO...	3,855.00	3,855.00	3,855.00	3,855.00	0.00	0.00 %
SW545.2401.00000	INTEREST & EARNINGS.HICKOX RO...	30.00	30.00	1.33	1.33	-28.67	95.57 %
	Revenue Total:	3,885.00	3,885.00	3,856.33	3,856.33	-28.67	0.74 %
Expense							
SW545.8350.400.00000	COMMON WATER.CONTRACTUAL.H...	636.00	636.00	0.00	0.00	636.00	100.00 %
SW545.9795.600.00000	DEBT PRIN OTHER GOVT DUE TO O...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	749.00	749.00	0.00	0.00	749.00	100.00 %
	Expense Total:	3,885.00	3,885.00	0.00	0.00	3,885.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	3,856.33	3,856.33	3,856.33	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT							
Revenue							
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX...	6,680.00	6,680.00	6,680.00	6,680.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EX...	35.00	35.00	1.88	1.88	-33.12	94.63 %
SW550.9000.00000	APPROPRIATED FUND BALANCE FOR..	300.00	300.00	0.00	0.00	-300.00	100.00 %
	Revenue Total:	7,015.00	7,015.00	6,681.88	6,681.88	-333.12	4.75 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 01/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Expense							
SW550.8340.400.00000	SERVICES & MAINTENANCE.CONTR...	611.00	611.00	0.00	0.00	611.00	100.00 %
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD ...	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD ...	1,488.00	1,488.00	0.00	0.00	1,488.00	100.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	916.00	916.00	0.00	0.00	916.00	100.00 %
Expense Total:		7,015.00	7,015.00	0.00	0.00	7,015.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):		0.00	0.00	6,681.88	6,681.88	6,681.88	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT							
Revenue							
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EX...	12,944.00	12,944.00	12,944.00	12,944.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 EX...	65.00	65.00	3.77	3.77	-61.23	94.20 %
Revenue Total:		13,009.00	13,009.00	12,947.77	12,947.77	-61.23	0.47 %
Expense							
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32 ...	1,649.00	1,649.00	0.00	0.00	1,649.00	100.00 %
SW555.9795.650.00000	DEBT PRINCIPAL DUE TO OTHER G...	9,085.00	9,085.00	0.00	0.00	9,085.00	100.00 %
SW555.9795.700.00000	DEBT INTEREST DUE TO OTHER GO...	1,452.00	1,452.00	0.00	0.00	1,452.00	100.00 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	823.00	823.00	0.00	0.00	823.00	100.00 %
Expense Total:		13,009.00	13,009.00	0.00	0.00	13,009.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):		0.00	0.00	12,947.77	12,947.77	12,947.77	0.00 %
Report Surplus (Deficit):		0.00	-251,444.00	3,462,894.81	3,462,894.81	3,714,338.81	1,477.20 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	5,143,203.00	5,383,103.00	545,236.15	545,236.15	-4,837,866.85	89.87 %
Expense	5,143,203.00	5,517,337.00	510,231.84	510,231.84	5,007,105.16	90.75 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	-134,234.00	35,004.31	35,004.31	169,238.31	126.08 %
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	4,589.80	4,589.80	4,589.80	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	4,589.80	4,589.80	4,589.80	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE						
Revenue	0.00	0.00	976.85	976.85	976.85	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	976.85	976.85	976.85	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	0.00	218.99	218.99	218.99	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	218.99	218.99	218.99	0.00 %
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	0.00	3,764.42	3,764.42	3,764.42	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Total:	0.00	0.00	3,764.42	3,764.42	3,764.42	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	885.53	885.53	885.53	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	885.53	885.53	885.53	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	1,026.44	1,026.44	1,026.44	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	1,026.44	1,026.44	1,026.44	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	3,816.21	3,816.21	3,816.21	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	3,816.21	3,816.21	3,816.21	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND						
Revenue	0.00	0.00	1,611.86	1,611.86	1,611.86	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	1,611.86	1,611.86	1,611.86	0.00 %
Fund: DA100 - HIGHWAY						
Revenue	4,756,125.00	4,756,125.00	929,088.40	929,088.40	-3,827,036.60	80.47 %
Expense	4,756,125.00	4,860,492.00	266,467.31	266,467.31	4,594,024.69	94.52 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	-104,367.00	662,621.09	662,621.09	766,988.09	734.90 %
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	1,485.21	1,485.21	1,485.21	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	1,485.21	1,485.21	1,485.21	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	1,588.55	1,588.55	1,588.55	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	1,588.55	1,588.55	1,588.55	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	978.11	978.11	978.11	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	978.11	978.11	978.11	0.00 %
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	153.21	153.21	153.21	0.00 %
Fund: HH100 - CAPITAL PROJECTS Total:	0.00	0.00	153.21	153.21	153.21	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	15,012.00	15,012.00	9,938.96	9,938.96	-5,073.04	33.79 %
Expense	15,012.00	15,012.00	0.00	0.00	15,012.00	100.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	9,938.96	9,938.96	9,938.96	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	2,002.00	2,002.00	1,937.53	1,937.53	-64.47	3.22 %

Budget Report-JM

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Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..	0.00	0.00	1,937.53	1,937.53	1,937.53	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	45.00	45.00	3.19	3.19	-41.81	92.91 %
Expense	45.00	45.00	0.00	0.00	45.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	3.19	3.19	3.19	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	32,120.00	32,120.00	10,481.78	10,481.78	-21,638.22	67.37 %
Expense	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	10,481.78	10,481.78	10,481.78	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	20.00	20.00	1.67	1.67	-18.33	91.65 %
Expense	20.00	20.00	0.00	0.00	20.00	100.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	1.67	1.67	1.67	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	60.00	60.00	3.00	3.00	-57.00	95.00 %
Expense	60.00	60.00	0.00	0.00	60.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit)..	0.00	0.00	3.00	3.00	3.00	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	45.00	45.00	2.07	2.07	-42.93	95.40 %
Expense	45.00	45.00	0.00	0.00	45.00	100.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Defic..	0.00	0.00	2.07	2.07	2.07	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	875.00	875.00	808.45	808.45	-66.55	7.61 %
Expense	875.00	875.00	0.00	0.00	875.00	100.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Def..	0.00	0.00	808.45	808.45	808.45	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	15,303.00	15,303.00	6,218.30	6,218.30	-9,084.70	59.37 %
Expense	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	6,218.30	6,218.30	6,218.30	0.00 %
Fund: SF450 - FIRE PROTECTION						
Revenue	1,755,000.00	1,755,000.00	1,750,390.30	1,750,390.30	-4,609.70	0.26 %
Expense	1,755,000.00	1,755,000.00	0.00	0.00	1,755,000.00	100.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	1,750,390.30	1,750,390.30	1,750,390.30	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,922.00	1,922.00	1,910.85	1,910.85	-11.15	0.58 %
Expense	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	1,910.85	1,910.85	1,910.85	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	15,472.00	15,472.00	15,435.94	15,435.94	-36.06	0.23 %
Expense	15,472.00	15,472.00	0.00	0.00	15,472.00	100.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	15,435.94	15,435.94	15,435.94	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	5.00	5.00	0.27	0.27	-4.73	94.60 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.27	0.27	0.27	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	1,490.00	1,490.00	1,476.02	1,476.02	-13.98	0.94 %
Expense	1,490.00	1,490.00	0.00	0.00	1,490.00	100.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...	0.00	0.00	1,476.02	1,476.02	1,476.02	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	2,128.00	2,128.00	2,118.87	2,118.87	-9.13	0.43 %
Expense	2,128.00	2,128.00	0.00	0.00	2,128.00	100.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	2,118.87	2,118.87	2,118.87	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 01/31/2024

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT						
Revenue	105,400.00	105,400.00	105,025.50	105,025.50	-374.50	0.36 %
Expense	105,400.00	105,400.00	0.00	0.00	105,400.00	100.00 %
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...	0.00	0.00	105,025.50	105,025.50	105,025.50	0.00 %
Fund: SS800 - SANITARY SEWER						
Revenue	18,300.00	18,300.00	18,213.98	18,213.98	-86.02	0.47 %
Expense	18,300.00	18,300.00	0.00	0.00	18,300.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	18,213.98	18,213.98	18,213.98	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,972,760.00	1,972,760.00	791,452.83	791,452.83	-1,181,307.17	59.88 %
Expense	1,972,760.00	1,985,603.00	66,534.34	66,534.34	1,919,068.66	96.65 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...	0.00	-12,843.00	724,918.49	724,918.49	737,761.49	5,744.46 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	79,449.00	79,449.00	23,444.30	23,444.30	-56,004.70	70.49 %
Expense	79,449.00	79,449.00	0.00	0.00	79,449.00	100.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...	0.00	0.00	23,444.30	23,444.30	23,444.30	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	287,269.00	287,269.00	287,008.55	287,008.55	-260.45	0.09 %
Expense	287,269.00	287,269.00	285,288.00	285,288.00	1,981.00	0.69 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...	0.00	0.00	1,720.55	1,720.55	1,720.55	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	11,696.00	11,696.00	8,453.66	8,453.66	-3,242.34	27.72 %
Expense	11,696.00	11,696.00	0.00	0.00	11,696.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	8,453.66	8,453.66	8,453.66	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	19,592.00	19,592.00	19,572.05	19,572.05	-19.95	0.10 %
Expense	19,592.00	19,592.00	19,614.00	19,614.00	-22.00	-0.11 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...	0.00	0.00	-41.95	-41.95	-41.95	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	20,019.00	20,019.00	19,949.47	19,949.47	-69.53	0.35 %
Expense	20,019.00	20,019.00	0.00	0.00	20,019.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..	0.00	0.00	19,949.47	19,949.47	19,949.47	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	23,342.00	23,342.00	18,277.05	18,277.05	-5,064.95	21.70 %
Expense	23,342.00	23,342.00	0.00	0.00	23,342.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):	0.00	0.00	18,277.05	18,277.05	18,277.05	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,885.00	3,885.00	3,856.33	3,856.33	-28.67	0.74 %
Expense	3,885.00	3,885.00	0.00	0.00	3,885.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	3,856.33	3,856.33	3,856.33	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	7,015.00	7,015.00	6,681.88	6,681.88	-333.12	4.75 %
Expense	7,015.00	7,015.00	0.00	0.00	7,015.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	6,681.88	6,681.88	6,681.88	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	13,009.00	13,009.00	12,947.77	12,947.77	-61.23	0.47 %
Expense	13,009.00	13,009.00	0.00	0.00	13,009.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):	0.00	0.00	12,947.77	12,947.77	12,947.77	0.00 %
Report Surplus (Deficit):	0.00	-251,444.00	3,462,894.81	3,462,894.81	3,714,338.81	1,477.20 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	-134,234.00	35,004.31	35,004.31	169,238.31
AA231 - CONTINGENT/TAX RESERV	0.00	0.00	4,589.80	4,589.80	4,589.80
AA232 - CAMPUS REPAIR RESERVE	0.00	0.00	976.85	976.85	976.85
AA233 - TECHNOLOGY RESERVE	0.00	0.00	218.99	218.99	218.99
AA234 - OPEN SPACE RESERVE	0.00	0.00	3,764.42	3,764.42	3,764.42
AA235 - NYS EMPLOYEE SYSTEM R	0.00	0.00	885.53	885.53	885.53
AA237 - BONDED INDEBTEDNESS I	0.00	0.00	1,026.44	1,026.44	1,026.44
AA238 - SOLID WASTE MANAGEM	0.00	0.00	3,816.21	3,816.21	3,816.21
CM100 - NEW RECREATION REVEN	0.00	0.00	1,611.86	1,611.86	1,611.86
DA100 - HIGHWAY	0.00	-104,367.00	662,621.09	662,621.09	766,988.09
DA230 - HWY EQUIPMENT RESERV	0.00	0.00	1,485.21	1,485.21	1,485.21
DA232 - HWY IMPROVEMENT RES	0.00	0.00	1,588.55	1,588.55	1,588.55
DA235 - SNOW/ICE REMOVAL RD I	0.00	0.00	978.11	978.11	978.11
HH100 - CAPITAL PROJECTS	0.00	0.00	153.21	153.21	153.21
SD600 - RT 332 DRAINAGE DISTR	0.00	0.00	9,938.96	9,938.96	9,938.96
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	1,937.53	1,937.53	1,937.53
SD610 - ASHTON DRAINAGE DISTR	0.00	0.00	3.19	3.19	3.19
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	10,481.78	10,481.78	10,481.78
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	1.67	1.67	1.67
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	3.00	3.00	3.00
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	2.07	2.07	2.07
SD635 - WATERFORD POINT DRAI	0.00	0.00	808.45	808.45	808.45
SD640 - STABLEGATE DRAINAGE D	0.00	0.00	6,218.30	6,218.30	6,218.30
SF450 - FIRE PROTECTION	0.00	0.00	1,750,390.30	1,750,390.30	1,750,390.30
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	1,910.85	1,910.85	1,910.85
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	15,435.94	15,435.94	15,435.94
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.27	0.27	0.27
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	1,476.02	1,476.02	1,476.02
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	2,118.87	2,118.87	2,118.87
SM900 - UPTOWN BUSINESS IMPR	0.00	0.00	105,025.50	105,025.50	105,025.50
SS800 - SANITARY SEWER	0.00	0.00	18,213.98	18,213.98	18,213.98
SW500 - CANANDAIGUA CONSOLI	0.00	-12,843.00	724,918.49	724,918.49	737,761.49
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	23,444.30	23,444.30	23,444.30
SW515 - CANANDAIGUA-FARMINC	0.00	0.00	1,720.55	1,720.55	1,720.55
SW525 - MCINTYRE ROAD WATER	0.00	0.00	8,453.66	8,453.66	8,453.66
SW530 - EMERSON ALLEN TOWNL	0.00	0.00	-41.95	-41.95	-41.95
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	19,949.47	19,949.47	19,949.47
SW540 - HOPKINS GRIMBLE WATE	0.00	0.00	18,277.05	18,277.05	18,277.05
SW545 - HICKOX ROAD WATER DI	0.00	0.00	3,856.33	3,856.33	3,856.33
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	6,681.88	6,681.88	6,681.88
SW555 - CO RD 32 EXT. 41 WATE	0.00	0.00	12,947.77	12,947.77	12,947.77
Report Surplus (Deficit):	0.00	-251,444.00	3,462,894.81	3,462,894.81	3,714,338.81



Town of Canandaigua , NY

Fund Balance Report

As Of 01/31/2024

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
AA100 - GENERAL FUND	4,324,460.13	545,236.15	510,231.84	4,359,464.44
AA231 - CONTINGENT/TAX RESERVE	1,026,811.28	4,589.80	0.00	1,031,401.08
AA232 - CAMPUS REPAIR RESERVE	218,537.25	976.85	0.00	219,514.10
AA233 - TECHNOLOGY RESERVE	48,993.50	218.99	0.00	49,212.49
AA234 - OPEN SPACE RESERVE	1,049,424.85	3,764.42	0.00	1,053,189.27
AA235 - NYS EMPLOYEE SYSTEM RESERVE	198,108.52	885.53	0.00	198,994.05
AA237 - BONDED INDEBTEDNESS RESERVE	229,636.52	1,026.44	0.00	230,662.96
AA238 - SOLID WASTE MANAGEMENT RESERVE	853,747.81	3,816.21	0.00	857,564.02
CM100 - NEW RECREATION REVENUE FUND	576,996.37	1,611.86	0.00	578,608.23
CR100 - PARKS & REC FBC REVENUE FUND	0.00	0.00	0.00	0.00
DA100 - HIGHWAY	32,266.66	929,088.40	266,467.31	694,887.75
DA230 - HWY EQUIPMENT RESERVE	332,272.04	1,485.21	0.00	333,757.25
DA232 - HWY IMPROVEMENT RESERVE	355,382.60	1,588.55	0.00	356,971.15
DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE	218,820.26	978.11	0.00	219,798.37
HH100 - CAPITAL PROJECTS	1,946,733.85	153.21	0.00	1,946,887.06
KA100 - FIXED ASSETS	0.00	0.00	0.00	0.00
SD600 - RT 332 DRAINAGE DISTRICT	114,507.34	9,938.96	0.00	124,446.30
SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT	23,578.09	1,937.53	0.00	25,515.62
SD610 - ASHTON DRAINAGE DISTRICT	14,723.54	3.19	0.00	14,726.73
SD615 - FOX RIDGE DRAINAGE DISTRICT	34,641.50	10,481.78	0.00	45,123.28
SD620 - LANDINGS DRAINAGE DISTRICT	7,708.68	1.67	0.00	7,710.35
SD625 - OLD BROOKSIDE DRAINAGE DISTRICT	13,859.79	3.00	0.00	13,862.79
SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT	9,574.45	2.07	0.00	9,576.52
SD635 - WATERFORD POINT DRAINAGE DISTRICT	15,098.86	808.45	0.00	15,907.31
SD640 - STABLEGATE DRAINAGE DISTRICT	18,233.05	6,218.30	0.00	24,451.35
SF450 - FIRE PROTECTION	51,005.62	1,750,390.30	0.00	1,801,395.92
SL700 - CENTERPOINT LIGHTING DISTRICT	1,763.24	1,910.85	0.00	3,674.09
SL705 - FOX RIDGE LIGHTING DISTRICT	1,780.97	15,435.94	0.00	17,216.91
SL710 - LANDINGS LIGHTING DISTRICT	1,266.27	0.27	0.00	1,266.54
SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT	3,202.04	1,476.02	0.00	4,678.06
SL720 - FALLBROOK PARK LIGHTING DISTRICT	1,736.13	2,118.87	0.00	3,855.00
SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT	11,704.53	105,025.50	0.00	116,730.03
SS800 - SANITARY SEWER	132.77	18,213.98	0.00	18,346.75
SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT	1,319,455.44	791,452.83	66,534.34	2,044,373.93
SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT	46,708.83	23,444.30	0.00	70,153.13
SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT	54,645.16	287,008.55	285,288.00	56,365.71
SW520 - ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	0.00
SW525 - MCINTYRE ROAD WATER DISTRICT	3,810.75	8,453.66	0.00	12,264.41
SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT	3,724.41	19,572.05	19,614.00	3,682.46
SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT	5,293.49	19,949.47	0.00	25,242.96
SW540 - HOPKINS GRIMBLE WATER DISTRICT	5,044.62	18,277.05	0.00	23,321.67
SW545 - HICKOX ROAD WATER DISTRICT	-17,724.94	3,856.33	0.00	-13,868.61
SW550 - NOTT RD EXT. 40 WATER DISTRICT	1,983.90	6,681.88	0.00	8,665.78
SW555 - CO RD 32 EXT. 41 WATER DISTRICT	-45,144.80	12,947.77	0.00	-32,197.03
TC100 - CUSTODIAL FUNDS	0.00	0.00	0.00	0.00
Report Total:	13,114,505.37	4,611,030.30	1,148,135.49	16,577,400.18



Summary Statement

January 31, 2024

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Investor ID: NY-01-1004

0000583-0005335 PDFT 614137

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

NYCLASS

NYCLASS

Average Monthly Yield: 5.2664%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	524,819.55	0.00	0.00	2,345.94	2,345.94	526,067.52	527,165.49
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	1,026,811.28	0.00	0.00	4,589.80	4,589.80	1,029,252.91	1,031,401.08
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	831,606.06	0.00	0.00	3,717.22	3,717.22	833,583.51	835,323.28
NY-01-1004-0004	PARKS FUND (CM100/CR)	348,035.71	0.00	0.00	1,555.69	1,555.69	348,863.29	349,591.40
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	332,272.04	0.00	0.00	1,485.21	1,485.21	333,062.12	333,757.25
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	355,382.60	0.00	0.00	1,588.55	1,588.55	356,227.66	356,971.15

Tel: (855) 804-9980

<https://www.newyorkclass.org/>



Summary Statement

January 31, 2024

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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)	218,820.26	0.00	0.00	978.11	978.11	219,340.59	219,798.37
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	218,537.25	0.00	0.00	976.85	976.85	219,056.90	219,514.10
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	48,993.50	0.00	0.00	218.99	218.99	49,110.00	49,212.49
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	198,108.52	0.00	0.00	885.53	885.53	198,579.59	198,994.05
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	229,636.52	0.00	0.00	1,026.44	1,026.44	230,182.55	230,662.96
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	853,747.81	0.00	0.00	3,816.21	3,816.21	855,777.91	857,564.02
TOTAL		5,186,771.10	0.00	0.00	23,184.54	23,184.54	5,199,104.55	5,209,955.64



Account Statement

January 31, 2024

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Account Number: NY-01-1004-0001

INVESTMENTS

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	524,819.55	0.00	0.00	2,345.94	2,345.94	526,067.52	527,165.49

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			524,819.55	
01/31/2024	Income Dividend Reinvestment	2,345.94			
01/31/2024	Ending Balance			527,165.49	



Account Statement

January 31, 2024

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Account Number: NY-01-1004-0002

CONT. TAX RESERVE (AA231)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	1,026,811.28	0.00	0.00	4,589.80	4,589.80	1,029,252.91	1,031,401.08

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			1,026,811.28	
01/31/2024	Income Dividend Reinvestment	4,589.80			
01/31/2024	Ending Balance			1,031,401.08	



OPEN SPACE RESERVE (AA234)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	831,606.06	0.00	0.00	3,717.22	3,717.22	833,583.51	835,323.28

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			831,606.06	
01/31/2024	Income Dividend Reinvestment	3,717.22			
01/31/2024	Ending Balance			835,323.28	



PARKS FUND (CM100/CR)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	348,035.71	0.00	0.00	1,555.69	1,555.69	348,863.29	349,591.40

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			348,035.71	
01/31/2024	Income Dividend Reinvestment	1,555.69			
01/31/2024	Ending Balance			349,591.40	



Account Statement

January 31, 2024

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Account Number: NY-01-1004-0005

HWY EQUIP RESERVE (DA230)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	332,272.04	0.00	0.00	1,485.21	1,485.21	333,062.12	333,757.25

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			332,272.04	
01/31/2024	Income Dividend Reinvestment	1,485.21			
01/31/2024	Ending Balance			333,757.25	



HWY IMPROV RESERVE (DA232)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	355,382.60	0.00	0.00	1,588.55	1,588.55	356,227.66	356,971.15

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			355,382.60	
01/31/2024	Income Dividend Reinvestment	1,588.55			
01/31/2024	Ending Balance			356,971.15	



Account Statement

January 31, 2024

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Account Number: NY-01-1004-0007

HWY SNOW RD REPAIR RESERVE (DA235)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	218,820.26	0.00	0.00	978.11	978.11	219,340.59	219,798.37

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			218,820.26	
01/31/2024	Income Dividend Reinvestment	978.11			
01/31/2024	Ending Balance			219,798.37	



REPAIR RESERVE FUND (AA232)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	218,537.25	0.00	0.00	976.85	976.85	219,056.90	219,514.10

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			218,537.25	
01/31/2024	Income Dividend Reinvestment	976.85			
01/31/2024	Ending Balance			219,514.10	



Account Statement

January 31, 2024

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Account Number: NY-01-1004-0009

TECHNOLOGY RESERVE FUND (AA233)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	48,993.50	0.00	0.00	218.99	218.99	49,110.00	49,212.49

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			48,993.50	
01/31/2024	Income Dividend Reinvestment	218.99			
01/31/2024	Ending Balance			49,212.49	



Account Statement

January 31, 2024

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Account Number: NY-01-1004-0010

NYS EMP SYST RESERVE (AA235)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	198,108.52	0.00	0.00	885.53	885.53	198,579.59	198,994.05

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			198,108.52	
01/31/2024	Income Dividend Reinvestment	885.53			
01/31/2024	Ending Balance			198,994.05	



BONDED INDEBTEDNESS RESERVE (AA237)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	229,636.52	0.00	0.00	1,026.44	1,026.44	230,182.55	230,662.96

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			229,636.52	
01/31/2024	Income Dividend Reinvestment	1,026.44			
01/31/2024	Ending Balance			230,662.96	



SOLID WASTE MGMT RESERVE (AA238)

Account Summary

Average Monthly Yield: 5.2664%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	853,747.81	0.00	0.00	3,816.21	3,816.21	855,777.91	857,564.02

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2024	Beginning Balance			853,747.81	
01/31/2024	Income Dividend Reinvestment	3,816.21			
01/31/2024	Ending Balance			857,564.02	

NYCLASS

NYCLASS

Date	Dividend Rate	Daily Yield
01/01/2024	0.000000000	5.2889%
01/02/2024	0.000144412	5.2854%
01/03/2024	0.000144326	5.2823%
01/04/2024	0.000144068	5.2729%
01/05/2024	0.000433053	5.2830%
01/06/2024	0.000000000	5.2833%
01/07/2024	0.000000000	5.2833%
01/08/2024	0.000144278	5.2804%
01/09/2024	0.000144122	5.2749%
01/10/2024	0.000144010	5.2708%
01/11/2024	0.000143867	5.2655%
01/12/2024	0.000576496	5.2749%
01/13/2024	0.000000000	5.2749%
01/14/2024	0.000000000	5.2749%
01/15/2024	0.000000000	5.2749%
01/16/2024	0.000143740	5.2610%
01/17/2024	0.000143829	5.2641%
01/18/2024	0.000143539	5.2536%
01/19/2024	0.000430830	5.2561%
01/20/2024	0.000000000	5.2561%
01/21/2024	0.000000000	5.2561%
01/22/2024	0.000143517	5.2528%
01/23/2024	0.000143484	5.2515%
01/24/2024	0.000143636	5.2552%
01/25/2024	0.000143409	5.2488%
01/26/2024	0.000430647	5.2539%
01/27/2024	0.000000000	5.2539%
01/28/2024	0.000000000	5.2539%
01/29/2024	0.000143670	5.2584%
01/30/2024	0.000143482	5.2515%
01/31/2024	0.000143753	5.2614%

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.**



PLANNING & ZONING OFFICE ANNUAL REPORT

2023 ANNUAL REPORT

Planning and Zoning Permit Applications

<i>Number of Submitted Applications</i>	<i>2023</i>
Planning Board (Site Plan, Subdivision, Special Use Permit, Sketch)	91
Zoning Board of Appeals (Area/Use Variances)	44
Total	135

Short Term Rentals (STR)

	<i>2023</i>
Permits Issued prior to Cloudpermit	24
Permits Issued via Cloudpermit	21
Total	25
Permit Fees Collected January 1, 2023 – May 15, 2023	\$1,910
Permit Fees Collected May 16, 2023 – December 31, 2023	\$21,600
Total	\$23,510

Some notes on the STR data:

- In May of 2023, the Town Board adopted a revised STR law that changed fees, maximum occupancy, and application requirements.
- Prior to May 15, 2023, STR permit fees were \$100 per year and all permits expired on December 31 of the issue year. Fees for permits issued after January were prorated for the remaining months.
- Beginning May 16, 2023, STR fees were \$900 for a three-year permit (equates to \$300/year).
- The Town began processing STR permits in Cloudpermit in May of 2023, shortly after the STR law changed. This change from paper permits to our online portal vastly improved the application review process and tracking/reporting of STR permits.

Cloudpermit

We have been using Cloudpermit consistently for all Planning, Zoning, Short Term Rental, Operating, and Building Permits for about a year and the general consensus among staff is that it has been a huge improvement over paper applications. Our regular users (engineers, architects, surveyors, etc.) agree and appreciate the ability to apply online without the need for vast amounts of paper submissions. Cloudpermit continually implements updates so the user environment continues to improve.

Staff Changes

The Development Office underwent a significant staff turnover in 2023. Out of 6 positions, only two have worked for the Town prior to 2023: myself and Kim Burkard. New hires include two new Zoning Inspectors, a new Town Planner, a new Office Specialist, and two new Code Enforcement Officers. Considering this, our office has done a remarkable job in providing a continuation of services to our residents during the long training process for all of our new team members.

Open Space Project Team

****See attached 2023 annual report from the Team****

Thank you and please let me know if you have any questions about any of these items or would like any additional data from 2023.



Sarah Reynolds

Town Planner



PLANNING & ZONING OFFICE MONTHLY REPORT

JANUARY 2024 MONTHLY REPORT

Planning and Zoning Permit Applications

<i>Number of Submitted Applications</i>	<i>JANUARY</i>
Planning Board (Site Plan, Subdivision, Special Use Permit, Sketch)	6
Zoning Board of Appeals (Area/Use Variances)	1
Total	7

Short Term Rentals

	<i>JANUARY</i>
Permits Issued	4
Permit Fees Collected	\$3,600

Form Based Code Training Workshop Recap

In January, Kimberly Baptiste of Colliers Engineering and Design (formerly Bergmann Associates) gave a presentation on the Town's Form Based Code, including a brief history of how the Town came to pass the law that created the district, its intent, and then provided training on its use and interpretation. The training was intended for members of the Town Board, Zoning Board, and Planning Board as well as Town Staff. The Training was well attended and several of those in attendance noted that the information would be very helpful during future application review. A recording of the presentation is available on the Town's YouTube channel:

<https://youtu.be/8su-DT12zt4>.

New employee Tammy

The Development Office's newest team member, Tammy Brace, has come in full steam ahead and wasted no time in learning how to use and explain Cloudpermit to our residents and understanding how the permitting process works. She has also taken over the supply room and all supply ordering for staff and officials. Tammy's position supports Planning & Zoning, Code Enforcement, the Assessment Office, plus HR and Finance so the knowledge she is absorbing is wide ranging. She has been learning as much as we can throw at her and she is doing a phenomenal job. We are so happy to have her here. If you have yet to meet her, feel free to stop by the front desk of the Development office and say hello.

Granicus and Property Guard

The Development Office is interested in replacing our current short-term rental monitoring company due to their inability to provide the services they are contracted to provide. We have met with two service providers and we

would like to move forward with one of them. I have been working with the Town Attorney on the appropriate process and timeline to cancel our current contract. You will see two resolutions for the 2/26 Town Board meeting:

- 1) The first proposes to end our current contract with Property Guard and request a prorated refund for the remainder of our contracted term; and
- 2) The second one proposes to accept the quote from Granicus for Host Compliance services and execute a contract with them.

All relevant documentation for these proposed actions is included in the resolution folders in the Agenda folder on the "M" drive and includes the following:

- Justification for canceling the current Property Guard contract and requesting a partial refund – email from Kristin Smith detailing all areas where they are currently failing to provide services
- A flyer about Granicus Host Compliance's offerings
- A quote from Granicus for Host Compliance, outreach, and hotline (to handle STR complaints from the public). I feel the amount that Granicus is quoting is very reasonable for the services they are offering. It is anticipated that the fees we collect for short term rental permits annually should more than pay for this service.

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

ATTACHMENT 2

Reports
of
Officials &
Department Heads

Town Clerk Report for the February 26, 2024, Town Board Meeting

1. **Monthly Financial Report**: Revenues collected in the Town Clerk's office for the month of January 2024 totaled \$249,853.21 (see attached).
2. **Resolutions**:

Please let me know if you have any questions.

Submitted by,

Crystelyn Laske
Town Clerk

ATTACHMENT 3

Reports of Boards, Committees, & Project Teams

ATTACHMENT 4



INDEPENDENT AUDIT SERVICES MULTIYEAR COST PROPOSAL
January 4, 2024

PROFESSIONAL FEES

Our fees contemplate a partnership between the management and staff of the Town and the partners, managers, and staff of Lumsden McCormick. As partners, we both have certain responsibilities and expectations about the conduct of the audit. Our responsibilities include the performance and timely audit of the financial statements. Our responsibilities also include adequately planning the audit in concert with your management team and identifying the reports, workpapers, documents, and data that must be available before the audit can be performed.

All quotes are based on currently known facts and circumstances. Should changes result due to legislative or GASB reporting requirements/auditing standards changes, revised fee estimates will be prepared based upon the additional services required and will be communicated in our annual engagement letter.

Our proposed fees are as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
General Purpose Financial Statement Audit	\$16,500	\$17,500	\$18,600
Town Justice and Clerk Agreed-Upon Procedures Reports	2,700	2,900	3,100
	<u>\$19,200</u>	<u>\$20,400</u>	<u>\$21,700</u>

A single audit is only required if Federal expenditures exceed \$750,000 in a given year. For years in which a single audit is required, if any, the additional fee would be estimated at \$5,500.

Town personnel are responsible for delivering complete and accurate accounting records and being available to facilitate the smooth performance of year end procedures. Their responsibilities include balancing and reconciling general ledger accounts, observing proper cutoffs, preparing account analyses in agreement with general ledger balances, and recording all accounting activity occurring during the year.

Our invoices are rendered as work is performed. We typically allocate the fee over three invoices. We do not final bill until all reports are delivered. Our invoices are due upon presentation; work will be suspended if any invoice is past due for more than sixty days and will not be started again until all invoices are paid.

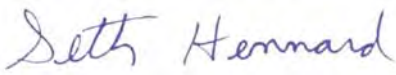
It is our experience that differences in fee estimates are normally caused by unequal levels of proposed service. If you believe our fee estimate appears inconsistent with those proposed by other firms, we would welcome the opportunity to meet with you to ensure that the scope of the services you will receive is appropriate to meet your needs.

If all accounting activity for the year is not entered, if cutoffs are not observed, if accounts are not reconciled, or if we must assist with the balancing and analysis of accounts, we will incur additional costs which are not included in the above fees. These additional costs will be discussed with management and billed as incurred at our hourly rates. We will not incur additional costs without informing management, in advance, that the work we are performing is beyond the scope of our audit.

Charges for other services not included in your proposal request will be based on the following discounted rates:

	<u>Hourly Rate</u>	<u>Approximate Annual Hours</u>
Partner	\$340	20
Principal	280	10
Manager	205	30
Senior	168	65
Staff	122	65
Administrative staff	45	5

As a partner in Lumsden & McCormick, LLP, I certify that I represent our Firm. I am empowered to submit our proposal and sign engagement letters stipulating the terms of our engagement.

Signature 
Seth D. Hennard, CPA

Name of Firm Lumsden & McCormick, LLP
Address 369 Franklin Street | Buffalo, New York 14202
Contact 716-856-3300 (phone) | 716-856-2524 (fax)
Information shennard@LumsdenCPA.com

ATTACHMENT 5



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Canandaigua, New York.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY**

OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Canandaigua, NY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Town of Canandaigua
5440 State Route 5 and 20
Canandaigua, NY 14424

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Sales Quotation For:**

Town of Canandaigua
 5440 State Route 5 and 20
 Canandaigua NY 14424-9327

Quoted BY	Ethan Reynolds
Quote Expiration	7/30/24
Quote Name	SaaS Flip

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 12,816
Fixed Assets	\$ 1,406
Project Accounting	\$ 2,872
Purchasing	\$ 3,508
TOTAL:	\$ 20,602

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 20,602
Total Tyler Services		
Summary Total	\$ 0	\$ 20,602

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

ATTACHMENT 6



REGISTERED TRANSFER FACILITY ANNUAL REPORT

(If you need assistance filling out this form please email swmfannualreport@dec.ny.gov or call 518-402-8678.)

Complete and submit this form by March 1, 2024.

This annual report is for the year of operation from January 01, 2023 to December 31, 2023

SECTION 1 – GENERAL INFORMATION

FACILITY INFORMATION			
FACILITY NAME:			
FACILITY LOCATION ADDRESS:	FACILITY CITY:	STATE:	ZIP CODE:
FACILITY TOWN:	FACILITY COUNTY:	FACILITY PHONE NUMBER:	
FACILITY NYS PLANNING UNIT: (A list of NYS Planning Units can be found at the end of this report).			NYSDEC REGION #:
360 REGISTRATION DATE ISSUED: (Refer to DEC Registration)		NYS DEC ACTIVITY CODE OR REGISTRATION NUMBER: (Refer to DEC Registration)	
FACILITY CONTACT:	<input type="checkbox"/> public <input type="checkbox"/> private	CONTACT PHONE NUMBER:	CONTACT FAX NUMBER:
CONTACT EMAIL ADDRESS:			
OWNER INFORMATION			
OWNER NAME:	OWNER PHONE NUMBER:	OWNER FAX NUMBER:	
OWNER ADDRESS:	OWNER CITY:	STATE:	ZIP CODE:
OWNER CONTACT:	OWNER CONTACT EMAIL ADDRESS:		
OPERATOR INFORMATION			
OPERATOR NAME: <input type="checkbox"/> same as owner		<input type="checkbox"/> public <input type="checkbox"/> private	
PREFERENCES			
Preferred address to receive correspondence: <input type="checkbox"/> Facility location address <input type="checkbox"/> Owner address <input type="checkbox"/> Other (provide):			
Preferred email address: <input type="checkbox"/> Facility Contact <input type="checkbox"/> Owner Contact <input type="checkbox"/> Other (provide):			
Preferred individual to receive correspondence: <input type="checkbox"/> Facility Contact <input type="checkbox"/> Owner Contact <input type="checkbox"/> Other (provide):			

Did you operate in 2023? ☐ Yes; Complete this form.

☐ No; Complete and submit Sections 1 and 11. If you no longer plan to operate and wish to relinquish your permit/registration associated with this solid waste management activity, also complete the "Inactive Solid Waste Management Facility or Activity Notification Form" located at:

https://extapps.dec.ny.gov/docs/materials_minerals_pdf/inactiveswmf.pdf

SECTION 2 - SOLID WASTE RECEIVED

Please provide the tonnages of solid waste received. Include all waste received. Report Recyclable Materials in Section 5. DO NOT REPORT IN CUBIC YARDS!

Specify the methods used to measure the quantities disposed and the percentages measured by each method:

_____ % Scale Weight

_____ % Estimated

_____ % Truck Count

_____ % Other (Specify: _____)

Type of Solid Waste	January (tons)	February (tons)	March (tons)	April (tons)	May (tons)	June (tons)	July (tons)
Construction & Demolition (C&D) Debris							
Mixed Municipal Solid Waste (MSW) (Residential, Institutional & Commercial)							
Other (specify)							
Total Tons Received							

Type of Solid Waste	Tip Fee (\$/ton)	August (tons)	September (tons)	October (tons)	November (tons)	December (tons)	Total Year (tons)	Daily Avg. (tons)
Construction & Demolition (C&D) Debris								
Mixed Municipal Solid Waste (MSW) (Residential, Institutional & Commercial)								
Other (specify)								
Total Tons Received								

If the solid waste type is not listed, use one of the "Other" lines and fill in the name of the waste. If more "Other" lines are needed, cross out an unused type and fill in the other solid waste name. If still more "Other" lines are needed, attach another copy of this page, cross out an unused type, and fill in the other solid waste name.

SECTION 3 – SERVICE AREA OF SOLID WASTE RECEIVED

Please identify where the waste is coming from. The total tons received reported below should equal the total tons received in Section 2 (Solid Waste Received). **DO NOT REPORT IN CUBIC YARDS!**

- If the waste **WAS** received from another solid waste management facility, please write in the name *and* address of the facility along with the appropriate state, county and planning unit/municipality.
- If the waste **WAS NOT** received from another solid waste management facility, please write in “**Direct Haul**” along with the appropriate state, county and planning unit/municipality where the waste was generated.

Specify transport method, list type of material(s) and percentages of total waste transported by each:

_____ % Road: Waste Type(s): _____

 _____ % Rail: Waste Type(s): _____
 _____ % Water: Waste Type(s): _____

 _____ % Other (specify: _____): Waste Type(s): _____

SERVICE AREA OF SOLID WASTE RECEIVED (where the waste is coming from)					
TYPE OF SOLID WASTE	SOLID WASTE MANAGEMENT FACILITY FROM WHICH IT WAS RECEIVED (Name & Address) OR “ Direct Haul ”	STATE OR COUNTRY	COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECEIVED
Construction & Demolition (C&D) Debris					
Municipal Solid Waste (MSW) (Residential, Institutional & Commercial)					
Other (specify)					
TOTAL RECEIVED (tons):					_____

If the solid waste type is not listed, use one of the “Other” lines and fill in the name of the waste. If more “Other” lines are needed, cross out an unused type and fill in the other solid waste name. If still more “Other” lines are needed, attach another copy of this page, cross out an unused type, and fill in the other solid waste name.

SECTION 4 - TRANSFER OR DISPOSAL DESTINATION

Please identify destination of waste. Please only include waste sent off-site for disposal or further transfer prior to disposal. Exclude Recyclable Material amounts reported in Section 5. **DO NOT REPORT IN CUBIC YARDS!**

- If the waste is being sent to another facility for transfer or processing prior to disposal (e.g. Transfer facility or C&D debris handling and recovery facility), please identify name, address, corresponding State/Country, County/Province, and Destination Planning Unit of the transfer destination and the amount of waste transferred in the “*Amount to Transfer Destination*” column.
- If the waste is being sent to a landfill or combustor, please identify the name, address, corresponding State/Country, County/Province, and Destination Planning Unit of the disposal destination and the amount of waste being sent for disposal in the “*Amount to Disposal Destination*” column.

Specify transport method, list type of material(s) and percentages of total waste transported by each:

_____ % Road: Waste Type(s): _____

 _____ % Rail: Waste Type(s): _____
 _____ % Water: Waste Type(s): _____

 _____ % Other (specify: _____): Waste Type(s): _____

TRANSFER OR DISPOSAL DESTINATION							
TYPE OF SOLID WASTE	SOLID WASTE MANAGEMENT FACILITY TO WHICH IT WAS SENT (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	AMOUNT TO TRANSFER DESTINATION (TONS)	AMOUNT TO DISPOSAL DESTINATION (TONS)	TOTAL YEAR (TONS)
Construction & Demolition (C&D) Debris							
Municipal Solid Waste (MSW) (Residential, Institutional & Commercial)							
Other (specify)							
					TOTAL SENT (tons): _____		

If the solid waste type is not listed, use one of the “Other” lines and fill in the name of the waste. If more “Other” lines are needed, cross out an unused type and fill in the other solid waste name. If still more “Other” lines are needed, attach another copy of this page, cross out an unused type, and fill in the other solid waste name.

SECTION 5 – REGISTERED TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS

A. Recyclables Received

Is your facility also a permitted or registered Recyclables Handling & Recovery Facility?

☐ Yes; Complete Section 5 for material recovered from the mixed solid waste stream. Complete a Recyclables Handling & Recovery Facility (RHRF) form for material received as source separated. The RHRF form is located at: <http://www.dec.ny.gov/chemical/52706.html>.

☐ No; Complete Section 5 for material recovered from the mixed solid waste stream and for material received as source separated.

Material	Tip Fee (\$/Ton)	January (tons)	February (tons)	March (tons)	April (tons)	May (tons)	June (tons)	July (tons)
Commingled Containers (metal, glass, plastic)								
Commingled Paper (all grades)								
Single Stream (total)								
Brush, Branches, Trees, & Stumps								
Food Scraps								
Yard Waste (curbside)								
Other (specify)								
Total Tons Received								

Material	August (tons)	September (tons)	October (tons)	November (tons)	December (tons)	Total Year (tons)	Daily Avg. (tons)
Commingled Containers (metal, glass, plastic)							
Commingled Paper (all grades)							
Single Stream (total)							
Brush, Branches, Trees, & Stumps							
Food Scraps							
Yard Waste (curbside)							
Other (specify)							
Total Tons Received							

If the material type is not listed, use one of the "Other" lines and fill in the name of the material. If more "Other" lines are needed, cross out an unused type and fill in the other materials name. If still more "Other" lines are needed, attached another copy of this page, cross out an unused type, and fill in the other materials name.

SECTION 5 – REGISTERED TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS

B. Service Area of Recyclable Material Received

Please identify where the materials are coming from. DO NOT REPORT IN CUBIC YARDS!

- If the materials **WERE** received from another solid waste management facility, please write in the name and address of the facility along with the appropriate state, county and planning unit/municipality.
- If the materials **WERE NOT** received from another solid waste management facility, please write in “**Direct Haul**” along with the appropriate state, county and planning unit/municipality where the materials were generated.

Specify transport method, list type of material(s) and percentages of total material transported by each:

_____ % Road: Material(s): _____ _____ % Rail: Material(s): _____
 _____ % Water: Material(s): _____ _____ % Other (specify: _____): Material(s): _____

SERVICE AREA OF RECYCLABLE MATERIAL RECEIVED (where the material is coming from)					
MATERIAL	SOLID WASTE MANAGEMENT FACILITY FROM WHICH IT WAS RECEIVED (Name & Address) OR “Direct Haul”	STATE OR COUNTRY	COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECEIVED
Commingled Containers (metal, glass, plastic)					
Commingled Paper (all grades)					
Single Stream (total)					
Brush, Branches, Trees, & Stumps					
Food Scraps					
Yard Waste (curbside)					
Other (specify)					
TOTAL RECEIVED (tons):					_____

If the material type is not listed, use one of the “Other” lines and fill in the name of the material. If more “Other” lines are needed, cross out an unused type and fill in the other materials name. If still more “Other” lines are needed, attached another copy of this page, cross out an unused type, and fill in the other materials name.

SECTION 5 – REGISTERED TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS (continued)
C. Material Recovered

Please identify destination of recovered materials. Indicate the name of the facility, address, corresponding State/Country, County/Province, Destination Planning Unit/Municipality and the amount of material transferred. **DO NOT REPORT IN CUBIC YARDS!**

Specify transport method, list type of material(s) and percentages of total waste transported by each:

_____ % Road: Material Type(s): _____ _____ % Rail: Material Type(s): _____
 _____ % Water: Material Type(s): _____ _____ % Other (specify: _____): Material Type(s): _____

PAPER RECOVERED

RECOVERED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Commingled Paper (all grades)					
Corrugated Cardboard					
Junk Mail					
Magazines					
Newspaper					
Office Paper					
Paperboard / Boxboard					
Other Paper (specify)					

TOTAL PAPER RECOVERED (tons): _____

If the material type is not listed, use one of the "Other" lines and fill in the name of the material. If more "Other" lines are needed, cross out an unused type and fill in the other materials name. If still more "Other" lines are needed, attached another copy of this page, cross out an unused type, and fill in the other materials name.

SECTION 5 – REGISTERED TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS (continued)

C. Material Recovered

GLASS RECOVERED					
RECOVERED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Container Glass					
Industrial Scrap Glass					
Other Glass (specify)					
TOTAL GLASS RECOVERED (tons): _____					
METAL RECOVERED					
RECOVERED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Aluminum Foil / Trays					
Bulk Metal (from MSW)					
Bulk Metal (from CD debris)					
Enameled Appliances / White Goods					
Industrial Scrap Metal					
Tin & Aluminum Containers					
Other Metal (specify)					
TOTAL METAL RECOVERED (tons): _____					

If the material type is not listed, use one of the "Other" lines and fill in the name of the material. If more "Other" lines are needed, cross out an unused type and fill in the other materials name. If still more "Other" lines are needed, attached another copy of this page, cross out an unused type, and fill in the other materials name.

SECTION 5 – REGISTERED TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS (continued)

C. Material Recovered

PLASTIC RECOVERED					
RECOVERED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Commingled Plastic (#1 - #7)					
PET (plastic #1)					
HDPE (plastic #2)					
Other Rigid Plastics (#3 - #7)					
Industrial Scrap Plastic					
Plastic Film & Bags					
Other Plastics (specify)					
TOTAL PLASTIC RECOVERED (tons): _____					
MISCELLANEOUS MATERIAL RECOVERED					
RECOVERED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Electronics					
Textiles					
Other (specify)					
TOTAL MISCELLANEOUS MATERIAL RECOVERED (tons): _____					

If the solid waste type is not listed, use one of the "Other" lines and fill in the name of the material. If more "Other" lines are needed, cross out an unused type and fill in the other solid waste name. If still more "Other" lines are needed, attached another copy of this page, cross out an unused type and fill in the other solid waste name.

SECTION 5 – REGISTERED TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS (continued)

C. Material Recovered

MIXED MATERIAL RECOVERED					
RECOVERED MIXED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Commingled Containers (metal, glass, plastic)					
Commingled Paper & Containers					
Single Stream (total)					
Other (specify)					
TOTAL MIXED MATERIAL RECOVERED (tons): _____					
ORGANIC MATERIAL RECOVERED					
RECOVERED MATERIAL	DESTINATION (Name & Address)	DESTINATION STATE OR COUNTRY	DESTINATION COUNTY OR PROVINCE	NYS PLANNING UNIT (See Attached List of NYS Planning Units)	TONS RECOVERED (out of facility)
Brush, Branches, Trees, & Stumps					
Food Scraps					
Yard Waste (curbside)					
Other (specify)					
TOTAL ORGANIC MATERIAL RECOVERED (tons): _____					

If the material type is not listed, use one of the "Other" lines and fill in the name of the material. If more "Other" lines are needed, cross out an unused type and fill in the other materials name. If still more "Other" lines are needed, attached another copy of this page, cross out an unused type, and fill in the other materials name.

SECTION 6 – UNAUTHORIZED SOLID WASTE

Has unauthorized solid waste been received at the facility during the reporting period?

☐ Yes ☐ No If yes, give information below for each incident (attach additional sheets if necessary):

Date Received	Type Received	Date Disposed	Disposal Method & Location

Radiation Monitoring

Does your facility use a fixed radiation monitor? ____ Yes ____ No

Identify Manufacturer _____ and Model _____ of fixed unit.

Does your facility use a portable radiation monitor? ____ Yes ____ No

Identify Manufacturer _____ and Model _____ of fixed unit.

If the radiation monitors have been triggered give information below for each incident:

Incident Number	Received		Hauler	Origin	Truck Number	Reading	Disposal Status	Removed	
	Date	Time						Date	Time

SECTION 7 - COST ESTIMATES AND FINANCIAL ASSURANCE DOCUMENTS

Are there required cost estimates and financial assurance documents for closure?

☐ Yes ☐ No If yes, attach additional sheets reflecting annual adjustments for inflation and any changes to the Closure Plan?

SECTION 8 – PROBLEMS

Were any problems encountered during the reporting period (e.g., specific occurrences which have led to changes in facility procedures)?

☐ Yes ☐ No If yes, attach additional sheets identifying each problem and the methods for resolution of the problem.

SECTION 9 – CHANGES

Were there any changes from approved reports, plans, specifications, and permit conditions?

☐ Yes ☐ No If yes, attach additional sheets identifying changes with a justification for each change.

SECTION 10 - REGISTRATION/CONSENT ORDER REPORTING REQUIREMENTS

Are there any additional registration/consent order reporting requirements not covered by the previous sections of this form?

☐ Yes ☐ No If yes, attach additional sheets identifying the reporting requirements with their respective responses.

SECTION 11 - SIGNATURE AND DATE BY OWNER OR OPERATOR

Owner or Operator must sign, date and submit one completed form to the appropriate Regional Office (See attachment for Regional Office addresses, email addresses and Materials Management Contacts).

The Owner or Operator must also submit one copy by email, fax or mail to:

**New York State Department of Environmental Conservation
Division of Materials Management
Bureau of Solid Waste Management
625 Broadway
Albany, New York 12233-7260
Fax 518-402-9041
Email address: SWMFannualreport@dec.ny.gov**

I certify, under penalty of law, that the data and other information identified in this report have been prepared under my direction and supervision in compliance with a system designed to ensure that qualified personnel properly and accurately gather and evaluate this information. I am aware that any false statement I make in such report is punishable pursuant to section 71-2703(2) of the Environmental Conservation Law and section 210.45 of the Penal Law.

Signature

Date

Name (Print or Type)

Title (Print or Type)

(____)____-____
Phone Number

Address

City

State and Zip

Email (Print or Type)

ATTACHMENTS: ____ YES ____ NO (Please check appropriate line)

**Division of Materials Management
New York State Department of Environmental Conservation
Albany, New York 12233-7260**

TRANSFER FACILITY

A transfer facility is a solid waste management facility where solid waste is received for the purpose of subsequent transfer to another solid waste management facility for further processing, treatment, transfer or disposal. Further information and a listing of the transfer facility are available online at <https://www.dec.ny.gov/environmental-protection/waste-management/solid-waste-management-facilities/transfer-facilities>.

If your facility is authorized to process construction and demolition debris you need to submit a Construction & Demolition Debris Handling and Recovery Facility Annual Report. If your facility is authorized to operate as a transfer facility and to process construction and demolition debris you must submit both annual reports.

If your facility is authorized to operate as a recyclables handling and recovery facility you need to submit a Recyclables Handling and Recovery Facility Annual Report instead of a Transfer Facility Annual Report. If your facility is authorized to operate as a transfer facility and a recyclables handling & recovery facility you must submit both annual reports.

Forms for all solid waste management facilities can be found at <https://www.dec.ny.gov/environmental-protection/waste-management/solid-waste-management-facilities/forms> and a brief description of each type of facility can be found at <https://www.dec.ny.gov/environmental-protection/waste-management/solid-waste-management-facilities>.

Annual Report

Submit the Annual Report no later than March 1, 2024.

Reporting of the information indicated on this Transfer Facility Annual Report form is required pursuant to 6 NYCRR Part 360.. Failure to provide the required information requested is a violation of Environmental Conservation Law. Timely submission of a properly completed form to the Department's Regional Office that has jurisdiction over your facility and to the Department's Central Office is required to meet the Annual Report requirements of 6 NYCRR Part 360.

Where the Annual Report requirements have been modified, appropriate Sections (as necessary to reflect the modification) must be completed and submitted with a copy of the Department's written notification which allows the modification.

Entries on the report forms should be either typewritten or neatly printed in black ink. Attach additional sheets if space on the pages is insufficient or supplementary information is required or appropriate.

Solid Waste Volume To Weight Conversion Factors

MATERIAL	EQUIVALENT	
Mixed Construction and Demolition Debris	1 cubic yard	0.25 tons
Compacted Solid Waste	1 cubic yard	0.5 tons
Uncompacted Solid Waste	1 cubic yard	0.1 tons

Recyclables Volume To Weight Conversion Factors

MATERIAL	EQUIVALENT		MATERIAL	EQUIVALENT	
GLASS – whole bottles	1 cubic yard	0.35 tons	PLASTIC – PET – whole	1 cubic yard	0.015 tons
GLASS - semi crushed	1 cubic yard	0.70 tons	PLASTIC – PET – flattened	1 cubic yard	0.04 tons
GLASS - crushed	1 cubic yard	0.88 tons	PLASTIC – PET – baled	1 cubic yard	0.38 tons
GLASS - uncrushed	55 gallon	0.16 tons	PLASTIC – styrofoam	1 cubic yard	0.02 tons
			PLASTIC – HDPE – whole	1 cubic yard	0.012 tons
PAPER - high grade loose	1 cubic yard	0.18 tons	PLASTIC – HDPE – flattened 1	1 cubic yard	0.03 tons
PAPER - high grade baled	1 cubic yard	0.36 tons	PLASTIC – HDPE – baled	1 cubic yard	0.38 tons
PAPER - mixed loose	1 cubic yard	0.15 tons	PLASTIC – mixed (grocery bags)	45 gallon bag	0.01 tons
NEWSPRINT - loose	1 cubic yard	0.29 tons			
NEWSPRINT - compacted	1 cubic yard	0.43 tons	ALUMINUM – cans – whole	1 cubic yard	0.03 tons
CORRUGATED – loose	1 cubic yard	0.015 tons	ALUMINUM – cans – flattened	1 cubic yard	0.125 tons
CORRUGATED - baled	1 cubic yard	0.55 tons	FERROUS METAL - cans whole	1 cubic yard	0.08 tons
			FERROUS METAL - cans	1 cubic yard	0.43 tons
			WHITE GOODS - uncompacted	1 cubic yard	0.10 tons
			WHITE GOODS - compacted	1 cubic yard	0.5 tons

SECTION 3 – SERVICE AREA OF SOLID WASTE RECEIVED

Identify the facility's service area by indicating the type of solid waste received, the Solid Waste Management facility (SWMF) from which it was received by your facility (or Direct Haul), the corresponding State/Country, the County/Province, and the NYS Planning Unit from which waste was received. **Refer to the list of NYS Planning Units that can be found at the end of this report.** The Total Tons Received reported below should equal the Total Tons Received in Section 2 (Solid Waste Received). DO NOT REPORT IN CUBIC YARDS!

Additional Service Area Guidance:

- 1) Direct hauled from the generator of the waste. In the case where the waste is hauled to your facility from the generator (i.e. hauled from residences, commercial establishments, etc.), "**Direct Haul**" is the appropriate response in Column 2 under "Service Area." Please report the tonnage by waste type and identify the state, county and planning unit where it was generated;
- 2) Sent to your transfer facility from another solid waste management facility. Waste may be sent to your transfer facility from another solid waste management facility. In this case, please report the tonnage by waste type from each sending solid waste management facility, as well as the sending facility's name, address, county, and the planning unit where the sending facility is located.

SECTION 5 – TRANSFER FACILITY RECYCLABLE & RECOVERED MATERIALS

A. Service Area of Recyclable Material Received

Identify the facility's service area by indicating the type of material received, the Solid Waste Management facility (SWMF) from which it was received by your facility (or Direct Haul), the corresponding State/Country, the County/Province, the NYS Planning Unit from which waste was received. **Refer to the list of NYS Planning Units that can be found at the end of this report.** DO NOT REPORT IN CUBIC YARDS!

Additional Service Area Guidance:

- 1) Direct hauled from the generator of the recyclables. In the case where the recyclables are hauled to your transfer facility from the generator (i.e. hauled from residences, commercial establishments, etc.), "**Direct Haul**" would be the appropriate response in Column 2 under "Service Area". Please report the tonnage by material type and identify the state, county and planning unit where it was generated; or
- 2) Sent to your transfer facility from another solid waste management facility. Recyclables may be sent to your transfer facility from another solid waste management facility. In this case, please report the tonnage by material type from each sending solid waste management facility, as well as the sending facility's name, address, county, and the planning unit where the sending facility is located.

New York State Planning Units & Regions

When completing the annual report, please use the Planning Unit listed below that corresponds with the municipality and county. **Note: The Planning Unit is not the DEC Region.**

DEC Region	Planning Unit	County	Municipality
1	Glen Cove	Nassau	Glen Cove (City)
	Hempstead		Hempstead (Town)
	Long Beach		Long Beach (City)
	Town of North Hempstead		North Hempstead (Town), except 8 villages (see below)
	Oyster Bay Solid Waste Disposal District		Oyster Bay (Town), except 16 villages (see below)
	Babylon	Suffolk	Babylon (Town)
	Brookhaven		Brookhaven (Town)
	East Hampton		East Hampton (Town)
	Fishers Island Waste Management District		Fishers Island
	Huntington		Huntington (Town)
	Islip Resource Recovery Agency		Islip (Town)
	Riverhead		Riverhead (Town)
	Shelter Island		Shelter Island (Town)
	Smithtown		Smithtown (Town)
	Southampton		Southampton (Town)
	Southold		Southold (Town), except Fishers Island
2	New York City	Bronx	Bronx
		Kings	Kings (Brooklyn)
		New York	New York (Manhattan)
		Queens	Queens
		Richmond	Richmond (Staten Island)
3	Dutchess County	Dutchess	
	Orange County	Orange	
	Putnam County	Putnam	
	Rockland County Solid Waste Management Authority (RCSWMA)	Rockland	
	Sullivan County	Sullivan	
	Ulster County Resource Recovery Agency (UCRRA)	Ulster	
	Westchester County	Westchester	
4	Colonie	Albany	Cohoes (City)
			Colonie (Town)
			Colonie (Village)
			Menands (Village)
			Watervliet (City)
	Capital Region Solid Waste Management Partnership	Albany	Albany (City)
			Altamont (Village)
			Berne (Town)
			Bethlehem (Town)
			Green Island (Town/Village)
			Guilderland (Town)
			Knox (Town)
			New Scotland (Town)
			Rensselaerville (Town)
			Voorheesville (Village)
			Westerlo (Town)

4		Rensselaer	East Greenbush (Town)
			Rensselaer (City)
	Eastern Rensselaer County Solid Waste Management Authority	Rensselaer	Castleton-on-Hudson (Village)
			Hoosick Falls (Village)
			Nassau (Village)
			Pittstown (Town)
			Schaghticoke (Town/Village)
			Stephentown (Town)
			Valley Falls (Village)
	Columbia County	Columbia	
	Delaware County	Delaware	
	Greene County	Greene	
	Montgomery County	Montgomery	
5	Otsego County	Otsego	
	Schoharie County	Schoharie	
	Schenectady County	Schenectady	
	Clinton County	Clinton	
	Essex County	Essex	
	County of Franklin Solid Waste Management Authority (CFSWMA)	Franklin	
	Fulton County	Fulton	
	Hamilton County	Hamilton	
6	Saratoga County	Saratoga	
	Warren County	Warren	
	Washington County	Washington	
	Development Authority of the North Country (DANC)	Jefferson	
		Lewis	
		St. Lawrence	
7	Oneida-Herkimer Solid Waste Authority	Oneida	
		Herkimer	
		Broome County	Broome
		Cayuga County	Cayuga
		Chenango County	Chenango
	Cortland County	Cortland	
	Madison County	Madison	
	Onondaga County	Onondaga	All municipalities, except Town and Village of Skaneateles (See below)
	Oswego County	Oswego	
	Tioga County	Tioga	
8	Tompkins County	Tompkins	
	Chemung County	Chemung	
	GLOW Region Solid Waste Management Committee	Genesee	
		Livingston	
	Monroe County	Monroe	
	Ontario County	Ontario	
	Orleans County	Orleans	
	Schuyler County	Schuyler	
	Seneca County	Seneca	
	Steuben County	Steuben	
	Wayne County	Wayne	
9	Yates County	Yates	
	Allegany County	Allegany	
	Cattaraugus County	Cattaraugus	
	Chautauqua County	Chautauqua	

9	GLOW Region Solid Waste Management Committee	Wyoming	
	Niagara	Niagara	
	Northeast-Southtowns Solid Waste Management Board (NEST)	Erie	Akron (Village)
			Alden (Town/Village)
			Angola (Village)
			Aurora (Town)
			Blasdell (Village)
			Boston (Town)
			Brant (Town)
			Cheektowaga (Town)
			Clarence (Town)
			Colden (Town)
			Collins (Town)
			Concord (Town)
			Depew (Village)
			East Aurora (Village)
			Eden (Town)
			Elma (Town)
			Evans (Town)
			Farnham (Village)
			Gowanda (Village)
			Hamburg (Town/Village)
			Holland (Town)
			Lackawanna (City)
			Lancaster (Town/Village)
			Marilla (Town)
			Newstead (Town)
			North Collins (Town/Village)
			Orchard Park (Town/Village)
			Sardinia (Town)
			Sloan (Village)
			Springville (Village)
			Wales (Town)
			West Seneca (Town)
	Northwest Communities Solid Waste Management Board (NWCB)	Erie	Amherst (Town)
			Grand Island (Town)
			Kenmore (Village)
			Tonawanda (Town/Village)
			Williamsville (Village)

Municipalities Not Currently Affiliated With a Recognized Planning Unit

DEC Region	County	Non-Member Municipality	
1	Nassau	North Hempstead	Great Neck Estates (Village)
			Great Neck Plaza (Village)
			Mineola (Village)
			New Hyde Park (Village)
			Plandome (Village)
			Plandome Manor (Village)
			Westbury (Village)
			Williston Park (Village)
		Oyster Bay	Bayville (Village)
			Brookville (Village)
			Centre Island (Village)
			Cove Neck (Village)
			Glenwood – Glen Head Garbage District
			Lattington (Village)
			Laurel Hollow (Village)
			Matinecock (Village)
			Mill Neck (Village)
			Muttontown (Village)
			Old Brookville (Village)
			Old Westbury (Village) (portion)
			Oyster Bay Cove (Village)
			Roslyn Harbor (Village) (portion)
			Sea Cliff (Village)
			Upper Brookville (Village)
4	Albany		Coeymans (Town)
			Ravena (Village)
	Rensselaer		Berlin (Town)
			Brunswick (Town)
			Grafton (Town)
			Hoosick (Town)
			Nassau (Town)
			Petersburg (Town)
			Poestenkill (Town)
			North Greenbush (Town)
			Sand Lake (Town)
			Schodack (Town)
			Troy (City)
7	Onondaga		Skaneateles (Town/Village)
9	Erie		Buffalo (City)

New York State Department of Environmental Conservation
Division of Materials Management
Bureau of Solid Waste Management

MATERIAL MANAGEMENT PROGRAM CONTACTS

CENTRAL OFFICE

Bureau of Solid Waste Management
625 Broadway
Albany, NY 12233-7260
Phone: (518) 402-8678

For Submission of Solid Waste Management Facility Annual Reports only:

Fax: (518) 402-9041

Email: swmfannualreport@dec.ny.gov

REGIONAL OFFICE ADDRESS & LEAD CONTACT PERSON

REGION 1 (Nassau, Suffolk)

Syed Rahman / James Wade
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790
Phone: (631) 444-0375
SWMFannualreportR1@dec.ny.gov

REGION 2 (Bronx, Kings, New York, Queens,

Regional Materials Management Supervisor
47-40 21st Street
Long Island City, NY 11101-5407
Phone: (718) 482-4996
SWMFannualreportR2@dec.ny.gov

REGION 3 (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester)

Lee Reiff
21 South Putt Corners Road
New Paltz, NY 12561
Phone: (845) 256-3134
SWMFannualreportR3@dec.ny.gov

REGION 4 (Albany, Columbia, Delaware, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie)

Brian Maglienti
1130 North Westcott Road
Schenectady, NY 12306
Phone: (518) 357-2085
SWMFannualreportR4@dec.ny.gov

REGION 5 (Clinton, Essex, Franklin, Fulton, Hamilton, Saratoga, Warren, Washington)

Jessie Sangster
1115 State Route 86, PO Box 296
Ray Brook, NY 12977
Phone: (518) 897-1266
SWMFannualreportR5@dec.ny.gov

REGION 6 (Herkimer, Jefferson, Lewis, Oneida, St. Lawrence)

Gary McCullouch
317 Washington Street
Watertown, NY 13601
Phone: (315) 785-2513
SWMFannualreportR6@dec.ny.gov

REGION 7 (Broome, Cayuga, Chenango, Cortland, Madison, Onondaga, Oswego, Tioga, Tompkins)

Steve Perrigo
5786 Widewaters Parkway
Syracuse, NY 13214
Phone: (315) 426-7419
SWMFannualreportR7@dec.ny.gov

REGION 8 (Chemung, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates)

Greg MacLean
6274 East Avon-Lima Road
Avon, NY 14414
Phone: (585) 226-5411
SWMFannualreportR8@dec.ny.gov

REGION 9 (Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming)

Peter Grasso
700 Delaware Avenue
Buffalo, NY 14209
Phone: (716) 851-7220
SWMFannualreportR9@dec.ny.gov

December 2023

ATTACHMENT 7

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by **City of Canandaigua**, New York, having a mailing address of 2 North Main Street, Canandaigua, New York 14424, hereinafter referred to as "**City**", **Town of Canandaigua**, New York, having a mailing address of 5440 Route 5 & 20 West, Canandaigua, New York 14424, hereinafter referred to as "**Town**", and **Canandaigua Lake County Sewer District**, a special district of the County of Ontario, a municipal corporation created and existing under the laws of the State of New York, with offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the "**District**".

BACKGROUND

City owns or controls property located at 3772 County Road 16, in the Town of Canandaigua, County of Ontario, State of New York (the "**Property**"). Town has constructed a water Booster Pump Station (the "Booster Pump Station") on the Property. District desires to use a portion of the Property in connection with its Canandaigua Lake County Sewer District - Supervisory Control and Data Acquisition System ("SCADA"). City desires to grant to District the right to use a portion of the Property in accordance with this Agreement. District desires to use a portion of the Property directly adjacent to the Booster Pump Station and connect into the Booster Pump Station's electrical system. Town desires to grant to District the right to use a portion of the Property and Booster Pump Station electrical system in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PROPERTY. City and Town leases to District a certain portion of the Property (the "Premises") consisting of an area as more specifically described in **Exhibit 1** attached hereto and made a part hereof together with such easements as are necessary for the SCADA equipment and any other fixtures necessary to install, construct, maintain, operate, repair or replace the SCADA equipment (collectively, the "Communication Facility").

Commented [JAL1]: Was there something else you wanted to include here?

2. PERMITTED USE. District may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets, any other items necessary for secure use of the Premises and any and all other uses necessary to properly construct, operate, maintain, repair or replace the Communication Facility, as well as the right to test, survey and review title on the Property, the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to District, City or Town (collectively, the "**Permitted Use**"). City, Town, and District agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit District's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, City and Town execution of this Agreement will signify City and Town approval of **Exhibit 1**. District has the right to install and operate transmission cables from the tower and/or cabinet to the

antennas, electric lines from the main feed to the Booster Pump Station or cabinet and communication lines from the main entry point to the Booster Pump Station or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for District's use ("**District Changes**"). District Changes shall include anything it deems necessary for District to properly exercise any of its Permitted Uses hereunder. This shall include but not be limited to the right to undertake any appropriate means to secure the Premises. District agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. District has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. District will be allowed to make such alterations to the Property in order to accomplish District's Changes or to ensure that District's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event District desires to modify or upgrade the Communication Facility, and District requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, City and Town agree to lease to District the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. City and Town agree to take such actions and enter into and deliver to District such documents as District reasonably requests in order to effect and memorialize the lease of the Additional Premises to District.

3. **TERM.**

- a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.
- b) This Agreement will automatically renew for four (4) additional five (5) year term(s) each five (5) year term shall be defined as the ("**Extension Term**"), upon the same terms and conditions unless the District notifies the City and Town in writing of District's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.
- c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either City, Town or District has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by any party by giving to the other written notice of its intention to so terminate at least (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term. If District remains in possession of the Premises after the termination of this Agreement, then District will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.
- d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. APPROVALS.

- a) City and Town agree that District's ability to use the Premises is contingent upon the suitability of the Premises for District's Permitted use and District's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by District for its use of the Premises, including without limitation applicants for zoning variances, zoning ordinances, special use permits, and construction permits (collectively, the "**Government Approvals**"). City and Town authorize District to prepare, execute and file all required applications to obtain Government Approvals for District's Permitted Use under this Agreement and agrees to reasonably assist District with such applications and with obtaining and maintaining the Government Approvals. In addition, District shall have the right to initiate the ordering and/or scheduling of necessary utilities.
- b) District has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of District's choice. In the event District determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, District will have the right to terminate this Agreement upon notice to City and Town.
- c) District may also perform and obtain, at District's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the District's use of the Premises will be compatible with District's engineering specifications, system, design, operations or Government Approvals.

5. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

- a) by any party on thirty (30) days prior written notice, if the other parties remain in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;
- b) by District upon written notice to City and Town, if District is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by District; or if District determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
- c) by District upon written notice to City and Town for any reason, at any time prior to commencement of construction by District; or
- d) by District at any time upon sixty (60) days prior written notice to City and Town for any reason.

6. INSURANCE.

- a) District is self-insured.
- b) City and Town shall provide District with proof of insurance in compliance with Schedule B attached hereto and made a part hereof.

7. INTERFERENCE.

- a) Where there are existing radio frequency user(s) on the Property, the City and Town will provide District with a list of all existing radio frequency user(s) on the Property to allow District to evaluate the potential for interference. District warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by City and Town, as long as the existing radio frequency user(s) operate and continue to operate with their respective frequencies and in accordance with all applicable laws and regulations. In the event that an interference occurs, City and Town shall notify District and District shall promptly take steps to remedy the interference. In the event that the interference cannot be reasonably remedied, the parties shall meet and work together to develop a reasonable alternative to the interference.
- b) City and Town will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of District or the rights of District under this Agreement. City and Town will notify District in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- c) City and Town will not use, nor will City and Town permit its employees, Districts, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of District or the rights of District under this Agreement. City and Town will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from District. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that District will suffer irreparable injury, and therefore, District will have the right, in addition to any other rights that it may have at law or in equity, for City's and/or Town's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to City and/or Town.

8. INDEMNIFICATION.

- a) Except to the extent attributable to the negligence of City and/or Town, its employees, agents or independent contractors, District agrees to indemnify, defend and hold City and Town harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs but excluding real property or personal property taxes) arising directly from the negligent installation, use, maintenance, repair or removal of the Communication Facility or District's breach of any provision of this Agreement.
- b) Except to the extent attributable to the negligence of District its employees, agents or independent contractors, City and/or Town agree to indemnify, defend and hold District harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs but excluding real property or personal property taxes) arising directly from the negligent actions or failure to act of City and/or Town or its employees or agents, or City's and/or Town's breach of any provision of this Agreement. The duty to defend shall be triggered immediately upon notice to the Town and or City by the District of the District's receipt of a Notice of Claim, service of process or other demand or claim.
- c) Notwithstanding anything to the contrary in this Agreement, District, City, and Town

each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

- d) 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.

9. WARRANTIES.

- a) District, City, and Town each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- b) City and Town represent and warrants that: (i) City and/or Town solely owns the Property as legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by and liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect District's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as District is not in default then City and Town grants to District sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) City's and Town's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the City and/or Town; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, City and/or Town will use best efforts to provide promptly to District a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

10. ENVIRONMENTAL.

- a) City and Town represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of all parties' knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. City, Town, and District agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conducts with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.
- b) City, Town, and District agree to hold harmless and indemnify the others from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying parties for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order summons, citation, directive, litigation, investigation or proceeding which is relate to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene

conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the parties thereon, unless environmental conditions are caused by the other parties.

- c) The indemnifications of this Paragraph 10 Environmental specially include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 10 Environmental will survive the expiration or termination of this Agreement.
- d) In the event District becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in District's sole determination, renders the condition of the Premises or Property unsuitable for District's use, or if District believes that the leasing or continued leasing of the Premises would expose District to undue risks of government action, intervention or third-party liability, District will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to City and Town.

Commented [JAL2]: Will we be doing any excavation for this project? Have we done a Phase 1 environmental assessment on this property?

11. ACCESS. City and Town grants District any and all rights of access over the Property and on the Premises necessary for District to carry out its rights and obligations under this Agreement.

12. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by District will be and remain District's personal property and, at District's option, may be removed by District at any time during the Term. City and Town covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by District will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the City and Town that all improvements of every kind and nature constructed, erected or placed by District on the Premises will be and remain the property of the District and may be removed by District at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, District will remove all of the District's above-ground improvements and District will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond District's control excepted. Notwithstanding the foregoing, District will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will District be required to remove from the Premises or the Property any foundations or underground utilities.

13. MAINTENANCE/UTILITIES.

- a) District will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. City and Town will maintain and repair the Property and access thereto, including snow and ice control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- b) District is responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by District on the Premises. In event District cannot secure its own metered electrical supply, District will have the right, at its own cost and expense, to submeter from the City and/or Town. When submetering is necessary and available, City and/or Town will read the meter on a monthly or quarterly basis and provide District with the necessary usage data in a timely manner to enable District to compute such utility charges. Failure by City and/or

Commented [JAL3]: What about plowing in the winter? Should we specifically include this?

Security? Are their fences, cameras, locks, etc.

Town to perform this function will limit utility fee recovery by City and/or Town to a 12-month period. City and Town will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the District. City and Town will not be responsible for interference with, interruption of or failure, beyond the reasonable control of City and Town, of such services to be furnished or supplied by City and Town.

14. DEFAULT AND RIGHT TO CURE.

- a) The following will be deemed a default by District and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than sixty (60) days after receipt of written notice from City and/or Town of such failure to pay; or (ii) District's failure to perform any other term or condition under this Agreement within sixty (60) days after receipt of written notice from City and/or Town specifying the failure. No such failure, however, will be deemed to exist if District has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of District. If District remains in default beyond any applicable cure period, City and Town will have the right to exercise any and all rights and remedies available to it under law and equity.
- b) The following will be deemed a default by City and/or Town and a breach of this Agreement. City and/or Town failure to perform any term, condition or beach of any warranty or covenant under this Agreement withing forty-five (45) days after receipt of written notice from District specifying the failure. No such failure, however, will be deemed to exist if City and/or Town has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of City and/or Town. If City and/or Town remains in default beyond any applicable cure period, District will have the right to exercise any and all rights available to it under law and equity, including the right to cure City and/or Town default and to deduct the costs of such cure from any monies due to City and/or Town from District.

15. ASSIGNMENT/SUBLEASE. District will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of City and Town, to District's parent or any affiliate or subsidiary of, or partner in, District or its parent or to any entity which acquires all or substantially all of the District's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other reorganization. Upon notification to City and Town of such assignment, transfer or sale, District will be relieved of all future performance, liabilities and obligations under this Agreement. District shall have the right to sublease the Premises, in whole or in part, without City and Town consent, subject to all terms and conditions of this Lease, to which District shall continue to be bound. District may not otherwise assign this Agreement without City and Town consent, City and Town consent shall not to be unreasonable withheld, conditioned or delayed.

16. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized

overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to District: 20 Ontario Street, Canandaigua, NY 14424
Attention: County Attorney

With a copy to: 2962 County Road 48, Canandaigua, NY 14424
Attention: Commissioner of Public Works

If to City: 2 North Main Street, Canandaigua, NY 14424
Attention: City Mayor

With a copy to: 205 Saltonstall Street, Canandaigua, NY 14424
Attention: Director of Public Works

If to Town: 5440 Route 5 & 20 West, Canandaigua, NY 14424
Attention: Town Supervisor

With a copy to: 5440 Route 5 & 20 West, Canandaigua, NY 14424
Attention: Highway Superintendent

The parties hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by any party on ten (10) business days prior written notice to the other parties hereto.

18. CONDEMNATION. In the event City and/or Town receives notification of any condemnation proceedings affecting the Property, City and/or Town will provide notice of the proceeding to District within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in District's sole determination, to render the Premises unsuitable for District, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for District will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and dislocation expenses, provided that any award to District will not diminish City and/or Town recovery. District will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. City and Town will provide notice to District of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in District's sole determination, then District may terminate this Agreement by providing written notice to the City and Town, which termination will be effective as of the date of such damage or

destruction. Upon such termination, District will be entitled to collect all insurance proceeds payable to District on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if City and Town or District undertake to rebuild the Communications Facility, City and Town agrees to use its reasonable efforts to permit District to place temporary transmission and reception facilities on the Property at no additional Rent until such time as District is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

20. WAIVER OF CITY AND TOWN LIENS. City and Town waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and City and Town consents to District's right to remove all or any portion of the Communication Facility from time to time in District's sole discretion and without City and/or Town consent.

21. TAXES.

- a) District is a governmental entity and tax exempt.
- b) District shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and City and Town agree to join in such contest, if required by law, and to permit the District to proceed with the contest in City and/or Town name, provided that the expense of the contest is borne by District. If the City and/or Town initiates an action to contest taxes or other items, District may join in such action provided that District pays its own expenses of so participating. City and/or Town shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to District. If City and/or Town fails to give District such notice as set forth above, City and/or Town will be responsible for payment of any increases and District shall have the option to pay the same and deduct such payment from Rent or any such other sums next due.

22. SALE OF PROPERTY. If City and/or Town, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, City and/or Town shall first offer such sale to District. If District and City and/or Town cannot reach agreement on the sale, City and/or Town may sell to a purchaser other than District in which case City and/or Town shall promptly notify District in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and District's rights hereunder. City and/or Town agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with District's Permitted Use or communications equipment as determined by radio propagation tests performed by District in its sole discretion, any such testing to be at the expense of City and/or Town or prospective purchaser, and not District. If the radio frequency propagation tests demonstrate levels of interference unacceptable to District, City and/or Town shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. City and/or Town shall not be prohibited from the selling, leasing or use of any of the

Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the City and/or Town shall have a duty at the time of such transfer to provide District with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new owner. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of City and/or Town under Paragraph 7 above.

23. MISCELLANEOUS.

- a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the City and Town and an authorized agent of the District. No provision may be waived except in a writing signed by all parties.
- b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- d) **Governing Law.** This Agreement will be governed by the laws of the state of New York.
- e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a parties consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- f) **Estoppel.** The parties will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party’s knowledge, any uncured defaults on the part of the other parties hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party’s failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in any party’s performance, and (iii) no more than one month’s Rent has been paid in advance.
- g) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination for consideration does not constitute an offer, reservation of or option

for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City, Town and District.

IN WITNESS WHEREOF, the parties have caused the Agreement to be effective as of the last date written below.

CITY OF CANANDAIGUA

By: _____

Print Name: _____

Date: _____

TOWN OF CANANDAIGUA

By: _____

Print Name: _____

Date: _____

CANANDAIGUA LAKE COUNTY SEWER DISTRICT

By: _____

Print Name: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGES]

CITY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

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

Notary Public

TOWN ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

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

Notary Public

DISTRICT ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

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

Notary Public

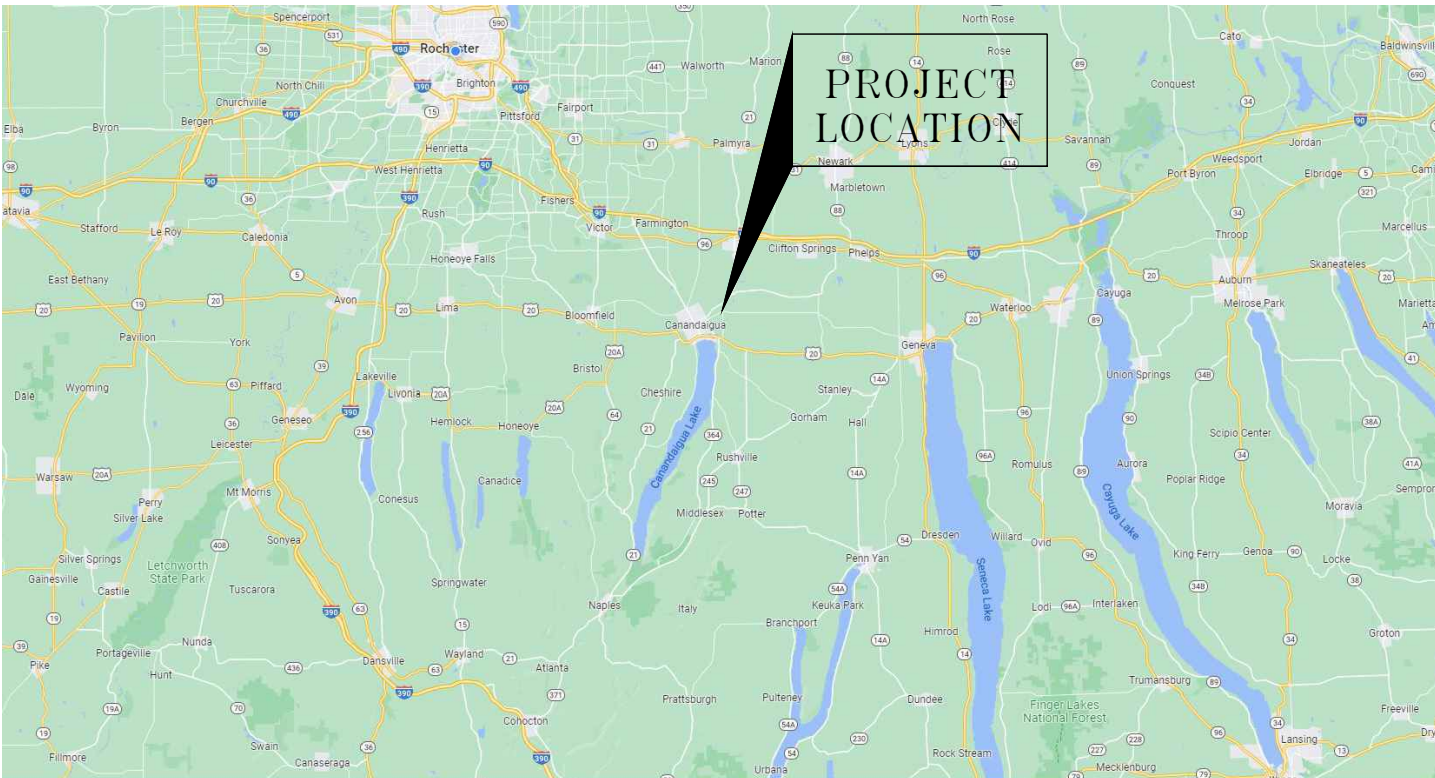
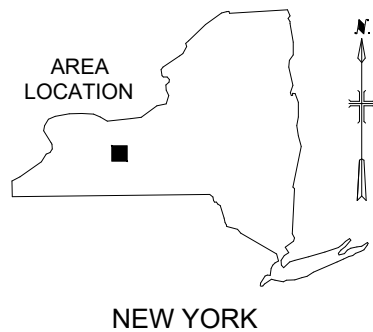
EXHIBIT 1
DESCRIPTION OF PREMISES

ONTARIO COUNTY, NY
DEPARTMENT OF PUBLIC WORKS

CONTRACT DRAWINGS
FOR
CANANDAIGUA LAKE COUNTY SEWER DISTRICT
SCADA SYSTEM

JUNE 2023

90% DESIGN SUBMITTAL



LOCATION PLAN
NOT TO SCALE

WILLIAM C. WRIGHT, P.E.

COUNTY OF ONTARIO
COMMISSIONER OF PUBLIC WORKS

TIMOTHY G. MCELLIGOTT, P.E.

COUNTY OF ONTARIO
DEPUTY COMMISSIONER OF PUBLIC WORKS

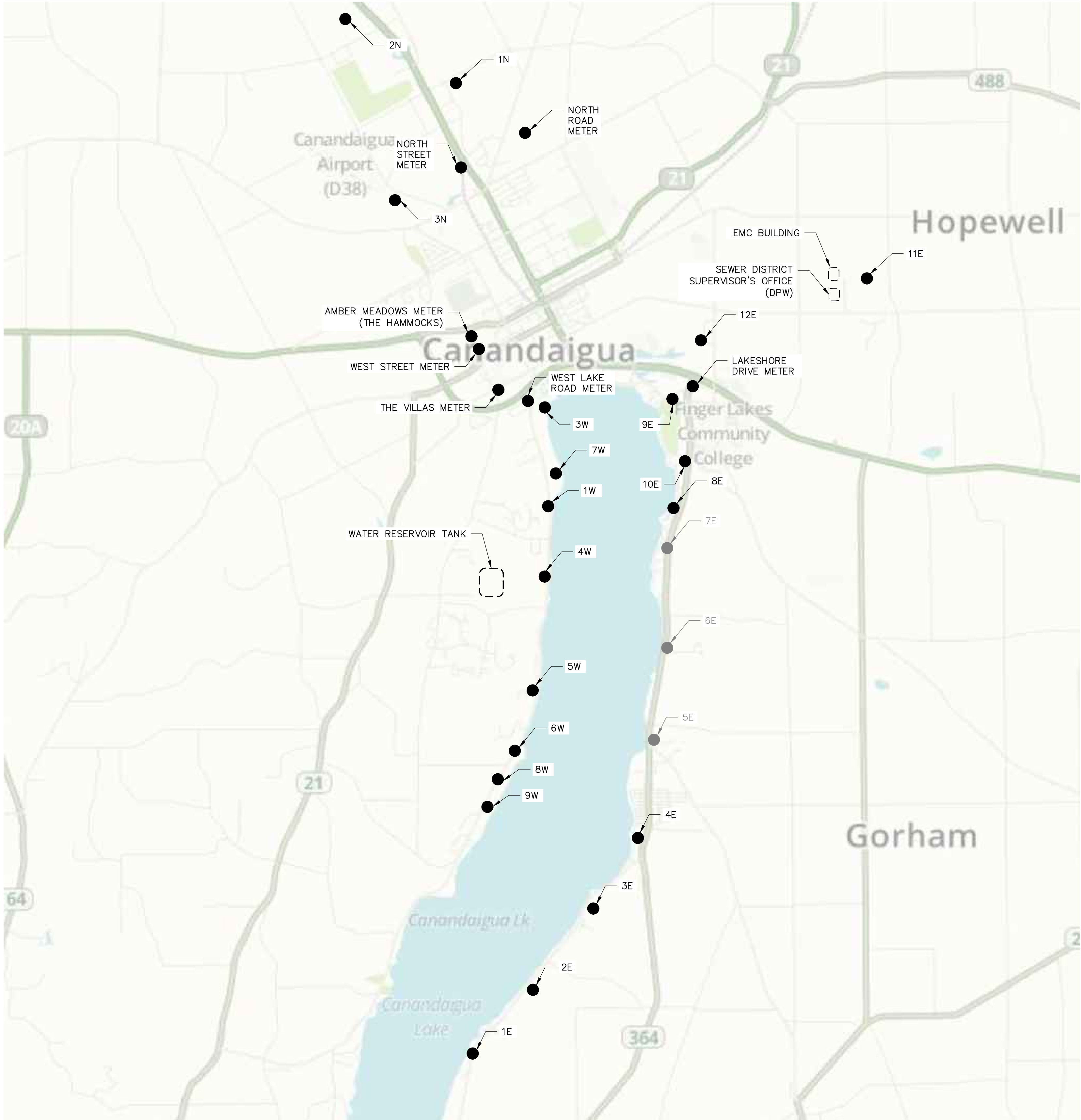
BID PROJECT NO. XXXX
CONTRACT NO. 1 - ELECTRICAL CONSTRUCTION



100 CHESTNUT STREET, SUITE 1020, ROCHESTER, NY 14420

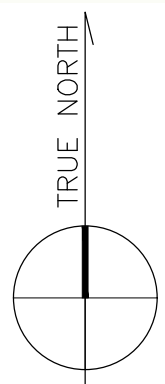
JOHN C. PERRIELLO, P.E., VICE PRESIDENT
ARCADIS OF NEW YORK, INC.

User: JHUNT Spec: AUS-NGS1000 File: C:\Users\JHUNT\ARCADIS\ROCHESTER WATER - DOCUMENTS\2095\022 SCADA\CAD\01-GENERAL\G-2.DWG Scale: 1:1/2 SavedDate: 6/22/2023 Time: 09:22 Plot Date: 6/22/2023 09:31 Layout: G-2



OVERALL SITE PLAN

NOT TO SCALE



WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW, SECTION 7209.2, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK LAW, SECTION 7209.2.

TABLE 1: AREA DESIGNATION

AREA DESIGNATION	
SITE	ADDRESS
FLOW METER SITES (TYPE E)	
NORTH ROAD METER	5013 NORTH RD, CANANDAIGUA, NY 14424
NORTH STREET METER	5200 NORTH STREET, CANANDAIGUA, NY 14424
AMBER MEADOWS METER	8101 1/2 HAMMOCKS CIRCLE, CANANDAIGUA, NY 14424
WEST STREET METER	3126 WEST ST, CANANDAIGUA, NY 14424
THE VILLAS METER	3289 MIDDLE CHESHIRE RD, CANANDAIGUA, NY 14424
WEST LAKE ROAD METER	3282 W LAKE RD, CANANDAIGUA, NY 14424
LAKE SHORE DRIVE METER	3242 ROUTE 364, CANANDAIGUA, NY 14424
MAIN NETWORK INSTALLATION/REPEATER ANTENNA SITES	
EMC BUILDING	2914 CO RD 48, CANANDAIGUA, NY 14424
DPW	2962 CO RD 48, CANANDAIGUA, NY 14424
WATER RESERVOIR TANK	DOWN ACCESS ROAD FROM CITY OF CANANDAIGUA WTP (3772 COUNTY ROAD 16, CANANDAIGUA, NY 14424)
SELECT REMOTE SITES (TYPE A)	
1N	2417 STATE ROUTE 332, CANANDAIGUA, NY 14424
2N	2223 UTILITY DR, CANANDAIGUA, NY 14424
8E	3624 ACCIARA DRIVE, CANANDAIGUA, NY 14424
9E	3301 FALLBROOK PARK, CANANDAIGUA, NY 14424
10E	3465 SANDY BEACH DR, CANANDAIGUA, NY 14424
12E	WOODLAND PARK CIR, CANANDAIGUA, NY 14424
1W	3554 COUNTY ROAD 16, CANANDAIGUA, NY 14424
4W	3781 COUNTY ROAD 16, CANANDAIGUA, NY 14424
5W	4084 COUNTY ROAD 16, CANANDAIGUA, NY 14424
REMOTE SITES INSTALLATION (TYPE B AND TYPE C)	
1E	5200 LONGPOINT RD, RUSHVILLE, NY 14544
2E	5011 CO RD 11, RUSHVILLE, NY 14544
3E	4793 CO RD 11, RUSHVILLE, NY 14544
4E	4575 LAKE DR, CANANDAIGUA, NY 14424
3N	5405 COUNTY ROAD 30, CANANDAIGUA, NY 14424
11E	2963 COUNTY ROAD 48, CANANDAIGUA, NY 14424
3W	4965 WALNUT COVE DRIVE, CANANDAIGUA, NY 14424
6W	4247 COUNTY ROAD 16, CANANDAIGUA, NY 14424
7W	3461 LAKEVIEW LANE, CANANDAIGUA, NY 14424
8W	4399 COUNTY ROAD 16, CANANDAIGUA, NY 14424
9W	4453 COUNTY ROAD 16, CANANDAIGUA, NY 14424

- NOTES:
- TYPE "A": PUMP STATIONS THAT HAVE ALREADY BEEN UPGRADED WITH PLC/HMI AND NEED MODIFICATIONS TO INCLUDE THE RADIO COMMUNICATIONS EQUIPMENT AND PROPER INTERFACE TO EXISTING PLC.
 - TYPE "B": INDOOR PUMP STATIONS THAT ARE RELAY CONTROLLED AND NEED PLC/HMI, UNINTERRUPTABLE POWER SUPPLY (UPS), MOTOR MONITORING UNIT, AND RADIO COMMUNICATIONS EQUIPMENT.
 - TYPE "C": OUTDOOR PUMP STATIONS THAT ARE CONTROLLED BY RELAYS OR SIMPLE PUMP CONTROLLER AND NEED PLC/HMI, UPS, MOTOR MONITORING UNIT, AND RADIO COMMUNICATIONS EQUIPMENT.
 - TYPE "E": FLOW METERING SITES. A NEMA 4X CONTROL PANEL WITH DEAD FRONT TO HOUSE PLC/HMI, UPS, AND RADIO COMMUNICATIONS EQUIPMENT SHALL BE INSTALLED.
 - PUMP STATIONS 5E, 6E, AND 7E ARE TYPE B SITES. STATIONS ARE SHOWN FOR REFERENCE ONLY AND SHALL NOT BE INCLUDED IN THIS PROJECT'S SCOPE OF WORK.



LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

SEALS

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ONTARIO COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS
CANANDAIGUA LAKE COUNTY
SEWER DISTRICT



SCADA SYSTEM

NO.	DATE	ISSUED FOR	BY
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COPYRIGHT: 2022 ARCADIS OF NEW YORK, INC.

DATE: JUNE 2023

PROJECT NO.: 02095022.0000

FILE NAME: G-2

DESIGNED BY: M. CZORA

DRAWN BY: J. HUNT

CHECKED BY: -

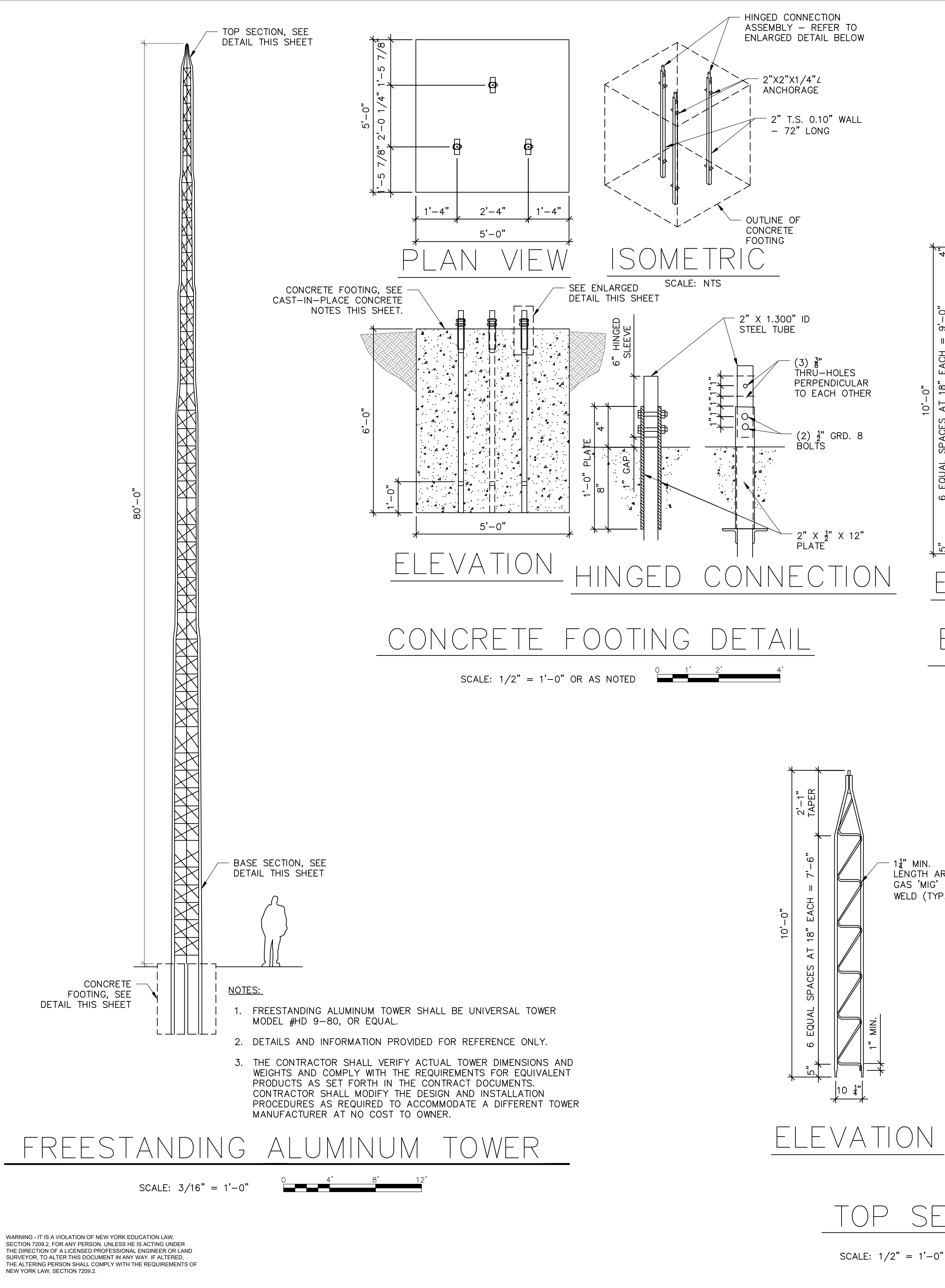
SHEET TITLE

GENERAL

AREA DESIGNATION

SCALE: AS SHOWN

User: JHUNT Spec: ALUS-NC5MOD File: C:\USERS\JHUNT\ARCADIS\ROCHESTER WATER - DOCUMENTS\2095\022 SCADA\CAD\04-STRUCTURAL\S-1.DWG Scale: 1:1/2 SavedDate: 6/27/2023 Time: 11:28 Plot Date: Hunt, Jacob; 6/22/2023; 09:26 ; Layout: S-1



GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENT OF THE NEW YORK STATE BUILDING CODE, LATEST EDITION.
- ALL DIMENSIONS TO, OF, AND IN EXISTING STRUCTURES SHALL BE VERIFIED IN FIELD BY CONTRACTOR AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
- DO NOT CHANGE THE SIZE OR SPACING OF STRUCTURAL ELEMENTS WITHOUT THE APPROVAL OF THE ENGINEER.
- DETAILS SHOWN ARE TYPICAL AND APPLY TO SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.
- THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- DESIGN CRITERIA:
THE FOLLOWING DESIGN LOADS WERE USED:

TOTAL TOWER WEIGHT: 302 LBS.

WIND DESIGN DATA:
WIND LOADING: 9.29 SQ FT
- IF MATERIALS, QUANTITIES, STRENGTHS OR SIZES INDICATED BY THE DRAWINGS ARE NOT IN AGREEMENT WITH THESE NOTES, THE BETTER QUALITY AND/OR GREATER QUANTITY, STRENGTH OR SIZE INDICATED, SPECIFIED, OR NOTED SHALL BE PROVIDED.
- PERFORM ALL WORK IN COORDINATION WITH ALL DRAWINGS AND INFORMATION RELATED TO STRUCTURAL WORK. ANY CHANGES TO THE EQUIPMENT REQUIRING CHANGES TO THE STRUCTURAL SYSTEMS SHALL BE REDESIGNED BY A PROFESSIONAL ENGINEER AT NO COST TO THE OWNER AND SUBMITTED TO THE ENGINEER. SUBMITTAL SHALL BE ACKNOWLEDGED IN WRITING BEFORE BEGINNING CONSTRUCTION.
- TOWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS AND APPLICABLE LAWS AND REGULATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUS OR TIE-DOWNS MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
- TOWER HAS BEEN DESIGNED FOR DESIGN LOADS SHOWN OR SPECIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TOWERS SUBJECT TO CONSTRUCTION LOADS EXCEEDING THE DESIGN LOADS AND SHALL NOTIFY THE ENGINEER OF ANY SUCH ADDITIONAL LOADS.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL FABRICATED AND DELEGATED DESIGN ITEMS TO ENGINEER FOR REVIEW. FABRICATION OR INSTALLATION OR ANY REQUESTED ITEMS SHALL NOT COMMENCE UNTIL AN APPROVED SHOP DRAWING HAS BEEN RECEIVED.
- SHOP DRAWINGS SHALL BE GENERATED BY THE CONTRACTOR AND SHALL NOT BE DUPLICATED FROM THE CONTRACT DOCUMENTS. ANY DUPLICATION OF THE CONTRACT DOCUMENTS SHALL BE REJECTED AND NOT REVIEWED.
- SHOP DRAWINGS SHALL INCLUDE ALL DESIGN DATA USED TO DEVELOP THE SHOP DRAWINGS.

CAST-IN-PLACE CONCRETE:

- CONCRETE MIX: STANDARD WEIGHT CONCRETE CONSISTING OF PORTLAND CEMENT, AGGREGATES, ADMIXTURES, AND WATER TO PRODUCE THE FOLLOWING PROPERTIES:

A. COMPRESSIVE STRENGTH: MINIMUM 3,000 PSI AT 28 DAYS.
B. TOTAL AIR CONTENT: NOT LESS THAN 4 PERCENT NOR MORE THAN 6 PERCENT.
- SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK.
- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 350. ANY CONCRETE WORK NOT COVERED UNDER ACI 350 SHALL BE IN ACCORDANCE WITH "THE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" ACI 318.
- REQUIRED SUBMITTALS:

A. SIGNED AND SEALED SHOP DRAWINGS AND CALCULATIONS IN ACCORDANCE WITH NOTE 2.
B. TEST RESULTS FROM CONCRETE CYLINDER STRENGTH TESTS. CYLINDERS SHALL BE CURED IN THE SAME MANNER AS THE PRECAST STRUCTURE.



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ARCADIS OF NEW YORK, INC.

CONSULTANTS

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DEPARTMENT OF PUBLIC WORKS
CANANDAIGUA LAKE COUNTY
SEWER DISTRICT



SCADA SYSTEM

NO.	DATE	ISSUED FOR	BY
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COPYRIGHT: 2022 ARCADIS OF NEW YORK, INC.

DATE: JUNE 2023

PROJECT NO.: 02095022.0000

FILE NAME: S-1

DESIGNED BY: J. HUNT

DRAWN BY: J. HUNT

CHECKED BY: -

SHEET TITLE

STRUCTURAL

STRUCTURAL NOTES
AND DETAILS

SCALE:
NOT TO SCALE

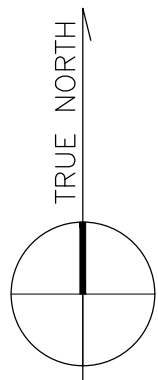
User:MPLE Spec:ALUS-NC500D File:c:\users\jhunt\arcadis\rochester water - documents\2095\022 SCADA\CAD\06-ELECTRICAL\VE-3.DWG Scale:1:1/2 Saved:6/23/2023 6:23/2023 Plot Date: 6/23/2023; 15:12 : LayoutE-3



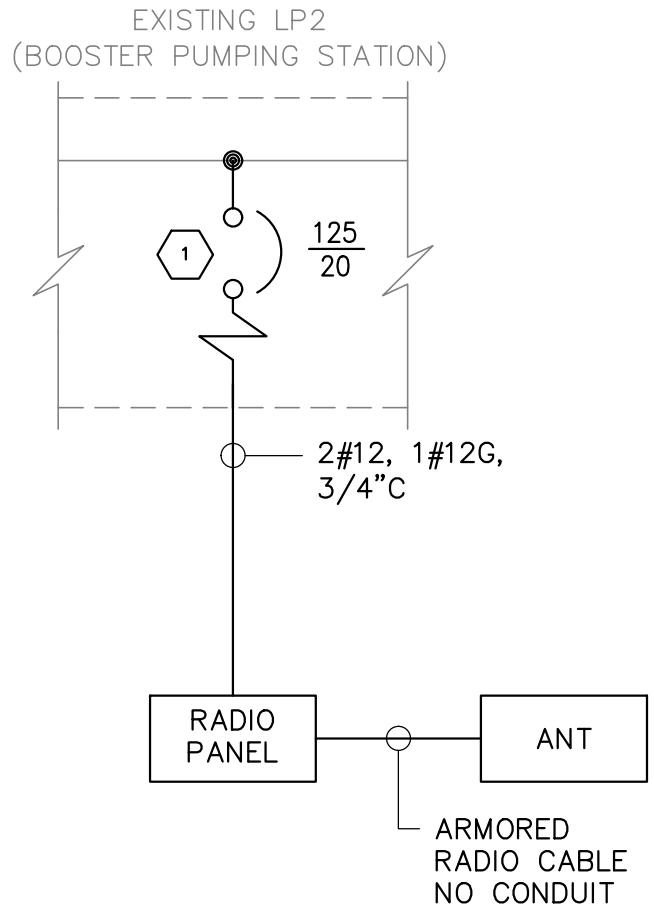
SITE PLAN NOTES:

- EXISTING FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM PLANS, RECORD DRAWINGS, AND SURVEYS, AND THEREFORE, THEIR LOCATIONS, MATERIALS, AND TYPE OF USE ARE APPROXIMATE ONLY. OTHER UNDERGROUND STRUCTURES AND UTILITIES MAY EXIST, THE LOCATIONS OF WHICH ARE PRESENTLY UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL STRUCTURES AND UTILITIES.
- ALL EXISTING ELEVATIONS, EXISTING PIPING ELEVATIONS, LOCATIONS, AND MATERIALS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY PRIOR TO CONSTRUCTION.

WATER RESERVOIR SITE PLAN



WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW, SECTION 7209.2, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK LAW, SECTION 7209.2.



CODED NOTES:

- INSTALL 20A, 1P BREAKER IN SPACE 42 FOR FEED TO RADIO PANEL. BREAKER SHALL BE ORIGINAL EQUIPMENT MANUFACTURER TO MATCH EXISTING.
- ROUTE CONDUIT FROM LP-2 TO RADIO PANEL IN CEILING. COORDINATE CONDUIT ROUTING WITH OWNER PRIOR TO COMMENCING WORK.
- CONDUITS SHALL DROP DOWN WITHIN BUILDING TO AVOID PENETRATING METAL ROOF. CONDUITS SHOULD THEN PENETRATE THROUGH THE WALL TO THE JUNCTION BOX.

WATER RESERVOIR
BLOCK DIAGRAM



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DEPARTMENT OF PUBLIC WORKS
CANANDAIGUA LAKE COUNTY
SEWER DISTRICT



SCADA SYSTEM

NO.	DATE	ISSUED FOR	BY
-----	------	------------	----

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DATE: JUNE 2023

PROJECT NO.: 02095022.0000

FILE NAME: E-3

DESIGNED BY: A. KASYOUHANAN

DRAWN BY: M. PYLE

CHECKED BY:

SHEET TITLE

GENERAL

WATER RESERVOIR –
ELECTRICAL SITE PLAN
& DETAILS

SCALE: AS SHOWN

ATTACHMENT 8

January 9, 2024

James Fletcher Highway/Water Superintendent
Town of Canandaigua
5440 5 & 20 West
Canandaigua, NY 14424

**RE: FIRE STATION NO. 2 ROOF REPLACEMENT
MRB GROUP CONTRACT AMENDMENT NO. 1
MRB AND TOWN OF CANANDAIGUA AGREEMENT, DATED NOVEMBER 7TH, 2023
MRB GROUP PROJECT NUMBER: 0300.23008**

Dear Jim:

MRB Group is pleased to provide this proposal to amend our contract for the above referenced project. It has come to our attention that some the mechanical systems at the Fire Station are in a state of disrepair and may need replacement at this time. More specifically the mechanical systems that normally help exhaust vehicle emissions is no longer functional. The City Fire Chief is recommending replacement using a Pneumatic Vehicle Exhaust Extraction System.

This amendment will add the necessary Mechanical and Electrical (ME) Engineering services to evaluate these systems, identify deficiencies, propose recommendation and prepare estimates of cost. This evaluation will not only consider the vehicle exhaust system, but also the heating (and cooling), ventilation, emergency power, lighting, and electrical distribution systems. The results of the evaluation will be summarized in a ME memorandum of findings and recommendations.

The following summarizes the Additional Design Services Amendment to date as follows:

Original agreement amount:	\$57,000.00
Net change for prior amendments:	n/a
This amendment amount:	\$7,500.00
Adjusted Agreement amount:	\$64,500.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Town.

This amendment would fall under the terms of the MRB Group *Standard Terms and Conditions* provided in the original project proposal.



Superintendent Jim Fletcher
RE: ROOF REPLACEMENT
ENGINEERING AGREEMENT AMENDMENT #1
January 9, 2024
Page 2 of 2

Please feel free to contact me with any questions or concerns regarding the above or if any further information is needed to support our request. If this amendment is acceptable to you, please sign where indicated and return one copy to our office.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Gregory J. Hotaling".

Gregory J. Hotaling, P.E.
Sr. Project Manager

AMENDMENT ACCEPTED BY:

Signature

Title

Date

ATTACHMENT 9

February 15, 2024

James Fletcher, Highway & Water Superintendent
Town of Canandaigua
5440 Routes 5 & 20
Canandaigua, NY 14424

RE: PROPOSAL FOR PROFESSIONAL SERVICES
CANANDAIGUA WATER SYSTEM IMPROVEMENT PROJECT – WIIA GRANT APPLICATION

Dear Jim:

MRB Group is pleased to provide the Town with this proposal for Professional Services for preparing the Preliminary Engineering Report (PER), Environmental Report, and Grant Application for the Water Infrastructure Improvement Act (WIIA) grant, which is administered by the New York State Environmental Facilities Corporation (NYSEFC).

I. Background

The Town of Canandaigua adopted a Water Master Plan (WMP) in the fall of 2017. As a result of this WMP, the Town developed the Canandaigua Consolidated Capital Improvement Project that replaced the West Street pump station, replaced the Cramer Road Tank, and connected the new booster station at the City's WTP to Middle Cheshire Road and the new Cramer Road Tanks. This project was, in part, funded by a WIIA grant of \$3,000,000.00.

The WMP also identified a need to replace some of the aging infrastructure of the water system, most notably the many miles of Asbestos Cement pipe in the system. Growing concerns over the condition of this material type of water main caused the Town to work with a pipe surveying firm to help determine the quality of the existing pipe. As a result of that investigation, the Town is looking to scope out a water main replacement project and submit it for funding.

The WIIA grant program has the potential to cover up to 60% of eligible project costs up to \$5 million. In order to be eligible for funding consideration, the 2024 WIIA grant application needs to be submitted by June 14, 2024. The program requirements include the submission of the funding application package, which includes a PER and Environmental Report (ER). Additionally, the grant application requires that the municipality authorize the project spending commitment through a bond resolution to be completed prior to the submission deadline. This action would also require a 202b resolution supporting the project and the project costs.

II. Scope of Services and Compensation

A. Data Gathering

A brief hydraulic review of the system will be performed to verify any replacement water main size and extent.

1. Collect and review existing maps, documents, and technical reports, including plans and available condition assessment reports.
2. Review recent system operational data to define the dynamics of the water system further. Information to be provided to MRB Group for review includes:
3. Water billing data in an EXCEL-compatible file that includes quarterly and annual water use for each water meter. The file also needs to include tax account number, address, owner names. Also needed are master meter readings for the same quarters. This data will allow the assignment of appropriate demands to various areas of the water system. Water billing and usage information will also be needed for users outside of the Town (in other Town districts or outside users).
4. Most recent ISO system evaluation with identified needed fire flows.
5. Control valve settings, including any system pressure-reducing valves and tank control valves.
6. Review existing water rates, water budgets, and capital debt structures.

B. Water System Hydraulic Analysis

1. Update and adjust the existing hydraulic model of the water system to simulate current observed field conditions (i.e., working pressures and fire flows).
2. Update water demands at various points in the system based on the information collected in the data gathering phase.
3. Model system performance underestimated demand conditions, including the ability to maintain adequate working pressures and fire flows.
4. Prepare a brief 'memo style' hydraulic analysis report.

C. Assessment of Existing Conditions

1. Coordinate with the Town to review the history of water main breaks and related system maintenance problems to identify known areas of consistent maintenance issues. Information to be provided by the Town.
2. Coordinate with the Town to assess and record the general condition of valves, hydrants, pressure reducing valves, control valves, etc. The Town will provide information regarding the condition for MRB Group to compile and document.
3. Develop Recommended System Improvements and Prepare a Preliminary Engineering Report (PER) in conformance with NYSDOH/EFC Standards.
4. Determine the number of Equivalent Dwelling Units (EDU).
5. Prepare a list of recommended water system improvements, ranked in priority order.
6. Prepare capital cost estimates for the list of recommended water system improvements. Based on SRF funding parameters, calculate the estimated annual cost per EDU for each recommended system improvement, including capital debt service and commodity charges.
7. Coordinate with the Town to determine the ultimate scope of a Water System Improvement Project that may include all or some of the improvements referenced above.
8. Prepare draft PER for the implementation of the Comprehensive Water Improvement Project.

9. Review the draft PER with the Town.
10. Prepare the final PER for submission to DWSRF.

Subtotal Compensation 'A, B & C' \$27,500.00

D. Environmental Reporting

As part of the funding process through the New York State Environmental Facilities Corporation (NYSEFC), several requirements for environmental planning must be completed. This includes the coordination with the NYS Department of Parks, Recreation and Historic Preservation (SHPO) and the state environmental review process, referred to as the State Environmental Quality Review (SEQR), and the preparation of an Environmental Report. The following tasks are anticipated as part of this process.

1. Consultation request with the NYS Office of Parks, Recreation, and Historic Preservation using the State Historic Preservation Office (SHPO) Cultural Resources Information System (CRIS) online service.
2. State Environmental Quality Review (SEQR)
 As part of the WIIA Grants Program application requirements, SEQR will need to be completed. The following services will be provided to complete the SEQR process:
 - a. Use governmental **agencies'** websites to develop environmental planning maps for the following, but not limited to:
 - NYS Office of Parks, Recreation and Historic Preservation.
 - Department of Agriculture and Markets
 - Soil Survey Maps.
 - U.S. Department of the Interior's Fish and Wildlife Service (USFWS).
 - NYS Department of Environmental Conservation Division of Fish, Wildlife & Marine Resources.
 - U.S. Army Corps of Engineers (USACE).
 - FEMA Flood Insurance Rate Maps.
 - b. Prepare Full Environmental Assessment Form (EAF) Parts 1-3.

- c. Develop a list of involved and interested agencies.
- d. Complete the 30-day Lead Agency Coordination packages with involved and interested agencies.
- e. Make a SEQR Determination of Significance and file Negative/ Positive Declaration.
- f. Forward SEQR Determination to all involved agencies and publish in the NYSDEC Environmental Notice Bulletin (ENB).
- g. Prepare Resolutions (3 in total) to assist with the SEQR process.

Subtotal Compensation 'D' \$7,500.00

E. Grant Writing

Working with the community, MRB Group will ensure a complete and competitive application based on the identified document requirements and municipal application checklists provided in the program's guidance.

Tasks to be coordinated and assembled as part of our grant writing services will include:

WIIA Grant submission

- Application Form
 - Project Information / Project Budget / Project Schedule
- Municipal Bond Resolution Documentation (to be acted on by the Town)
- Environmental Review Documents & Findings
- Engineering Planning Services Agreement / Report
- Operating Budgets
 - Total Project Budget Form
 - Plan of Finance
- Municipal Documentation
 - Comprehensive Plan
 - Authorizing Resolution
 - Letters of Support
 - Property Owner Information

Subtotal Compensation 'E' \$5,500.00

Total Compensation \$40,500.00

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. U.S. Fish & Wildlife Service – Project Review.
- B. State Historic Preservation Office (SHPO) archaeological investigation.
- C. Site Investigations per U.S. Army Corp of Engineers direction (wetland delineation, drainage swale disturbance, etc.).
- D. Hazardous Materials Survey.
- E. Geotechnical Investigations
- F. Design, bidding, or construction phase services.
- G. Finance, bonding, or funding assistance, excluding the Water Infrastructure Improvement Act (WIIA) grant application.
- H. Engineering report updates or additional reporting needed for any other agency approval outside of EFC/DOH identified above.
- I. Grant administration.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's
Standard Terms and Conditions.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your continued consideration of our firm. We look forward to continuing to work with you on this very important project.

Sincerely,



Gregory Hotaling, P.E.
Senior Project Manager



James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Canandaigua, Town of/2024 WIIA Grant Application, PER & SEQR/Canandaigua Water Project WIIA, PER & SEQR Proposal.docx>

Enclosure

PROPOSAL ACCEPTED BY TOWN OF CANANDAIGUA:

Signature

Title

Date

MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party **with seven days' written notice** in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, **including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.**

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

ATTACHMENT 10

Architectural/ Engineering Consultant Agreement

PIN 4BNY65 Municipal Contract No. _____

Agreement made this ____ day of _____, _____ by and between
Town of Canandaigua (municipal corporation)

having its principal office at _____ in the Town of Canandaigua
(the "**Municipality**")

and

Ravi Engineering & Land Surveying P.C. with its office at 2110 S. Clinton Ave. Rochester, NY 14618
(the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a state-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this agreement as Seneca Point Road over Unnamed Trib to Canandaigua Lake, Town of Canandaigua, NY (as described in detail in Attachment A annexed hereto, the Project) the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **the Town Supervisor**, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" - Project Description and Funding;
- Attachment "B" - Task List;
- Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

☒ **3.1 Cost Plus Fixed Fee Method**

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	<p>o Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>o The cost of Principals', Officers= and Professional Staffs= salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality.</p> <p>o If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p>	<p>o Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative.</p> <p>o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.</p>	<p>o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>o Bills are subject to approval of the Municipality and Municipality's Representative.</p>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

Item IV	<p>○ Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 (FAR), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>○ For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 153%, in all events not to exceed 153%, subject to audit.</p>	
Item V	<p>○ Negotiated Lump Sum Fixed Fee.</p> <p>○ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>A negotiated Lump Sum Fee which in this AGREEMENT shall equal \$ <u>10,529.48</u></p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be \$ <u>384,000.00</u></p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- 1) Records of Direct Non-Salary Costs;
- 2) Copies of any subcontracts relating to said contract;
- 3) Location where records may be examined; and
- 4) Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for

execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives

of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any

claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the

final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 *Executory Contract.* This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract # _____

Municipality	Consultant
by:	by:
_____	_____
Date:	Date:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2021 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, N.Y.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN 4BNY65
CIN:

Term of Agreement Ends: 12/30/2026

☒ Main Agreement ☐ Amendment to Agreement [add identifying #] ☐ Supplement to Agreement

Phase of Project Consultant to work on:

☒ P.E./Design ☒ ROW Incidentals ☒ ROW Acquisition ☐ Construction,
C/I, ☒ Construction C/S

Dates or term of Consultant Performance:

Start Date: Notice to Proceed February 2024

PS&E: October 2025

Finish Date: TBD

PROJECT DESCRIPTION:

The project is programmed as a bridge reconstruction. The new bridge will replace the existing jack arch culvert. It is presumed the existing culvert is undersized and has significant scour along wingwalls. It is expected the new structure will have a minimum Design Loading of LRFD HS25.

Project Location:

Town of Canandaigua

Seneca Point Road over Unnamed Trib to Canandaigua Lake

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ 384,000

Footnotes: Construction Inspection will be provided under a supplemental agreement.

Section 1 - General

ATTACHMENT B

1.01 Project Description and Location

Project Name: Seneca Point Road over Unnamed Trib to Canandaigua Lake
Project Description: Replacement of the Seneca Point Road over Unnamed Trib to Canandaigua Lake, Town of Canandaigua.
Project Limits: Seneca Point Road Culvert/Bridge plus necessary approach work.
Sponsor: Town of Canandaigua
County: Town of Canandaigua
The anticipated start date of preliminary design: February 2024
The anticipated letting date: October 2025
The anticipated construction start date: April 2026
The anticipated construction completion date: October 2026

1.02 Project Manager

The **Sponsor's** Project Manager for this project is James M. Fletcher, Highway and Water Superintendent who can be reached at 585-394-3300 and jfletcher@townofcanandaigua.org.

All correspondence to the **Sponsor** should be addressed to:

Town of Canandaigua Highway Department
5440 Route 5 & 20
Canandaigua, NY 14424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is a locally funded and it is expected this will be a Type II Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617).

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design

Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection *
Section 10	Estimating & Technical Assumptions

* To be considered under a supplemental agreement.

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, and 8. Section 9 to be added as a supplemental agreement.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs, if any.
- Plans for future related transportation improvements or development in the area that would affect the project.
- Traffic data available.
- Accident records and history.
- Most recent culvert inspection and condition report.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination)
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the [Cost Control Report](#).¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with local policies and procedures.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in local policies.

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey.

Survey Limits shall be as follows:

- 200' east of culvert and 200' west of culvert
- 100' north of centerline of road and 100' south of centerline of road

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

B. Photogrammetric Survey

Intentionally left blank.

C. Stream Survey

The **Consultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of Tributary of Fish Creek. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of Tributary of Fish Creek Creek.

- 500 ft. Upstream of culvert
- 200 ft. Upstream of culvert
- 100 ft. Upstream of culvert
- 50 ft. Upstream of Culvert
- Upstream culvert fascia
- Downstream culvert fascia
- 100 ft. Downstream of culvert
- 200 ft. Downstream of culvert
- 300 ft. Downstream of culvert
- 400 ft. Downstream of culvert
- 500 ft. Downstream of culvert
- 1000 ft. Downstream of culvert
- 2000 ft. Downstream of culvert

D. Survey of Wetland Boundaries

The Consultant will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

E. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set forth in the [*NYS DOT Land Surveying Standards and Procedures Manual*](#)² and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1-foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

² <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams if necessary and prepare associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts – NOT INCLUDED

Traffic data will be provided by the **Sponsor** or obtained through the NYSDOT Traffic Data Viewer.

2.05a Speed Study – A speed study will not be completed. Design speed is assumed to be posted speed + 5mph south of the structure and reviewed further if accidents patterns exist related to speed.

2.06 Capacity Analysis – NOT INCLUDED

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide all necessary information pertaining to the other projects or developments that could affect the structure design.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the [Section 3.2.3 of the NYSDOT Bridge Manual](#)³.

2.10 Culvert to Removed and Replaced

A. Inspection

The **Consultant** will perform a field inspection of the culvert to confirm replacement is the best alternative.

³ <https://www.dot.ny.gov/divisions/engineering/structures/manuals/bridge-manual-usc>

~~B. Bridge Deck Evaluation – NOT INCLUDED~~

~~C. Load Rating of Existing Bridge~~

~~Considering overall conditions of the bridge a more detailed Level 1 load rating is not warranted. It is assumed that a Level 1 Load Rating will not be performed.~~

~~D. Fatigue Evaluation – N/A~~

~~A detailed fatigue analysis would be cost prohibitive and may be unreliable. It is assumed that the fatigue evaluation will be limited to cursory documentation and explanation of vulnerable details.~~

2.11 Pavement Evaluation – NOT INCLUDED

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the [NYSDOT Project Development Manual](#)⁴

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one.

B. Detailed Evaluations of Alternative(s)

⁴ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

The **Consultant** will further evaluate the selected alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of selected design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [NYSDOT Highway Design Manual](#).⁵
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Culvert investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Right-of-way acquisition requirements.
- Accessibility for pedestrians, bicyclists and the disabled.
- Construction cost factors.

The **Consultant** will prepare the following drawings for the selected design alternative analyzed:

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:40 horizontal and 1:10 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for the selected design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a initial Project Proposal/Final Design Report (IPP/FDR).

⁵ <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [*Project Development Manual \(PDM\)*](#).⁶

The **Consultant** will submit 3 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

The **Consultant** will submit 1 copy of the Draft DAD to the **NYSDOT RLPL** for review. The **NYSDOT** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

Intentionally left blank.

3.06 Public Information Meeting(s) and/or Public Hearing(s) – N/A

~~A. Public Information Meeting~~

~~The **Consultant** will assist the **Sponsor** with developing an informational flyer to be mailed to advisory agencies, local officials, and citizens, the flyer will provide visual aids and present a brief technical discussion of the alternatives.~~

~~The **Sponsor** will arrange for the list of recipients of the informational flyer. The **Consultant** will assist the **Sponsor** with distribution of the flyer.~~

~~B. Public Hearing – NOT INCLUDED~~

3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 3 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Consultant** will submit 3 copies of the Final DAD to NYSDOT for a Final Environmental Determination. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT review.

⁶ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

~~The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.~~

Section 4 – Environmental

4.01 NEPA Classification – N/A

~~The **Consultant** will verify the anticipated NEPA Classification.~~

~~If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The Lead Agency for NEPA is the Federal Highway Administration (FHWA).~~

~~Federal Environmental Approvals Worksheet for all FHWA federally funded NEPA Class II (CE) projects, Steps 1, 2 and 3 of the FEAWS should be preliminarily filled in at the start of Design Phase 1 and completed and signed (Step 4) prior to CE/environmental determination at the end of Phase 1. Chapter 4 of the PDM contains specific timing information based on project category. The correspondence distributing the FEAWS (using the FEAWS Shells) must be prepared and filed (or sent) prior to, or at the time of, the CE/environmental determination. The FEAWS is a tool to 1) communicate the project's National Environmental Policy Act (NEPA) classification, 2) communicate the entity (NYSDOT or FHWA) making the NEPA Categorical Exclusion determination and, 3) to document the status of other Federal environmental approvals of interest to FHWA that must be completed prior to making the NEPA determination.~~

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency.

The **Consultant** will document the results of SEQRA processing in the body of a memorandum to the **Sponsor**.

4.03 Smart Growth – N/A

~~The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the LPM Manual website.)~~

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species

- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas

Work will be performed and will document the results in the body of a memorandum to the Sponsor.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

It is not anticipated that any detailed study or analysis will need for the project, although possible detailed studies or analysis may include:

K. Asbestos

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

4.07 Public Hearing – NOT INCLUDED

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search – NOT INCLUDED

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. **[NOTE: Survey limits and standards should be listed here or in the Technical Assumptions Section.]**

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan – NOT INCLUDED

~~The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual.~~

5.05 Right-of-Way Cost Estimates – NOT INCLUDED

~~The **Consultant** will provide cost estimates for the right of way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.~~

5.06 Public Hearings/Meetings – NOT INCLUDED

~~The **Consultant** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06. **[NOTE: Public Hearings to satisfy EDPL are required for projects with relocations.]**~~

5.07 Property Appraisals – NOT INCLUDED

~~The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).~~

5.08 Appraisal Review – NOT INCLUDED

~~The **Sponsor** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of “just compensation” to the **Sponsor**. The **Sponsor** must set the value of just compensation prior to offers being made to the property owners.~~

5.09 Negotiations and Acquisition of Property – NOT INCLUDED

~~Property offers must not be made until authorization is granted to the **Sponsor** by the NYSDOT.~~

~~The **Consultant** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.~~

Section 6 - Detailed Design

6.01 Preliminary Culvert Plans

A. New and Replacement Culverts

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Culvert Plan in accordance with the [*NYSDOT Bridge Manual*](#).⁷ For each culvert, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

~~B. Bridge Rehabilitations~~

~~For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan by letter. The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.~~

C. Selected Structural Treatment

~~The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan to incorporate **Sponsor** review comments.~~

~~The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).~~

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

Advance Detail Plans will be in accordance with [*Chapter 21 of the NYSDOT Highway Design Manual*](#).⁸

The **Consultant** will prepare and submit an electronic copy of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

~~The **Consultant** will submit 1 copy of the ADP's to the **NYSDOT RLPL** for review. The **NYSDOT** will review the ADP's and provide the **Consultant** with review comments. The **Consultant** will revise the ADP's to incorporate the comments.~~

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

⁷ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/NYSDOT_bridge_manual_US_5-2019.pdf

⁸ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. ~~Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *LPM Manual*.~~

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. ~~Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Manual Appendix 10-8).~~

6.06 Railroads – NOT INCLUDED

6.07 Bridge Inventory and Load Rating Forms

It is assumed that the existing culvert will be replaced by a bridge or bridge sized culvert. The **Consultant** will complete and provide the **Sponsor** and NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

~~Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.~~

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

~~The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.~~

~~The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (LPM) Manual.~~

Section 8 - Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.

- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection– NOT INCLUDED

To be added as a supplemental prior to construction.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | Estimate 3 meetings during the life of this agreement.
Estimate 15 cost and progress reporting periods will occur during the life of this agreement (including construction). |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points.

Estimate 0 accidents will require analysis.

Estimate 0 capacity analyses will be required.

Estimate 2 soil borings will be taken. Borings will be to refusal, with 2 possible rock cores. |
| Section 3 | Estimate 1 concept will be evaluated.

Estimate 1 design alternative(s) will be analyzed in addition to the null alternative.

Estimate 2 cost estimate(s) plus 2 updates will be required.

Estimate 1 culvert will be replaced by a bridge. |
| Section 4 | Estimate 2 permits will be required. <ul style="list-style-type: none">• NYSDEC Stream Disturbance and Water Quality• USACOE Nationwide |
| Section 5 | Estimate 2 properties will require title searches.

Estimate 2 ROW maps will be required.

Estimate 2 property acquisitions will be required. |
| Section 6 | Detailed Design or Final Design |

Final Design will include but not be limited to:

- Development of highway and bridge plans.
- Coordination with public utilities.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 1 cost estimate(s) plus 2 updates will be required.

Estimate 1 culvert will be replaced by a bridge.

Estimate 2 utility companies and 0 railroad agencies will be affected.

Section 7 Final contract bid documents will be needed in electronic form for prospective bidders.

Estimate advertisements will be placed in 1 publication in addition to the NYS Contract Reporter.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings (if necessary).

Estimate three (3) requests that require effort will be made during the construction phase of the project.

Section 9 Assume Construction Inspection Services will be added as a Supplemental prior to Construction.

10.02 Technical Assumptions

NYSDOT Standard Specifications will be utilized for all material specifications.

It is assumed that the project will be classified a SEQRA Type II, and that SEQRA documentation will include the development of the short form Environmental Assessment Form (EAF) and supporting text, if necessary.

It is assumed that traffic counts and speed studies are available at the NYS Traffic Data Viewer website and no in-field speed study and no in-field traffic counts will be performed.

Accident reports will be obtained for the most recent 3-year period from the Town of Canandaigua Sheriff's Department or the NYS Trooper's.

All recorded plans for the culvert will be obtained from the County.

Geotechnical Investigation costs are based on drilling two (2) borings taken at the proposed structure. Two (2) borings will be taken to classify the subsurface soil type and

make up of rock if encountered. Borings will be progressed to refusal. Two (2) rock cores will be completed, 1 on each side of the structure.

A geotechnical engineer will be on-site during all drilling operations. It is assumed that one (1) day will be required to complete two (2) borings.

It is assumed that rock will not be encountered during the borings and rock cores will not be required.

Environmental analysis will be completed for the preferred alternative only.

Environmental work tasks will be limited to screenings only, except asbestos sampling and testing.

It is assumed that no hazardous waste/contaminated material (HW/CM) exists on the site.

Asbestos Containing Material (ACM) site observations will be limited to the structure, and it is assumed that development and preparation of a sampling and analysis plan, and detailed screening will be not required.

It is assumed that an ACM summary report will be prepared in letter format.

It is assumed that a detailed wetland delineation for Federal jurisdictional wetlands will not be required.

No allowance has been made for preparation of graphics and displays regarding environmental issues for use at the Public Information Meeting.

Fish Creek is assumed to be not located within a Coastal Zone.

Fish Creek is classified as a Class C waterway.

Project is assumed to be permitted under the USACOE Nationwide Permit, NYSDEC Stream Disturbance and Water Quality Permit.

It is assumed that the project is not located within an Archeological Sensitive Area and a Phase I study will not be required.

The following are assumptions dealing with the proposed structure and roadway:

- No horizontal roadway realignment will be required.
- Minimal vertical roadway realignment will be required.
- Roadway within the project limits will be closed during construction and traffic will be detoured.
- Level 1 Load Rating will be prepared at the completion of construction.

All drawings will be prepared using Microstation following NYSDOT drawing standards.

NYSDOT Standard Specifications will be utilized for all material specifications and item numbers.

Design standards will be based on the NYSDOT Highway Design Manual, NYSDOT Bridge Design Manual, and AASHTO.

It is assumed that revisions required for preliminary reports, drawings, and other deliverables will be minor.

Town of Canandaigua is and will continue to be responsible for maintenance of the road and bridge structure.

It is assumed that materials to be prepared for public meetings will be a tri-fold pamphlet, presentation boards, and project narrative.

Materials to be transmitted at completion of design/construction:

- Final Contract Documents
- Level 1 Load Rating
- Bridge Inventory Sheets
- Electronic copy of Record Drawing

Salary Schedule

4BNY65 - Seneca Point Road over Unnamed Tributary to Canandaigua Lake
Ravi Engineering & Land Surveying, P.C.

1/19/2024

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Job Title	ASCE (A) or NICET (N) Grade	Present 4/1/23	Projected 4/1/24	Projected 4/1/25	Overtime Category
Principal	IX (A)	\$90.00	\$93.60	\$97.34	A
Project Manager	VIII(A)	\$83.00	\$86.32	\$89.77	A
Project Manager	VII (A)	\$74.00	\$76.96	\$80.04	A
Sen. Geotech. Engineer	VI (A)	\$85.00	\$88.40	\$91.94	A
Project Manager	VI (A)	\$72.50	\$75.40	\$78.42	A
Quality Control Engineer	V (A)	\$75.50	\$78.52	\$81.66	B
Se. Proj. Engineer	V (A)	\$68.50	\$71.24	\$74.09	B
Sen Environmental Engineer	V (A)	\$71.00	\$73.84	\$76.79	B
Project Manager	V (A)	\$72.50	\$75.40	\$78.42	B
Licensed Party Chief	V (A)	\$59.00	\$61.36	\$63.81	B
Team Leader	IV (A)	\$71.75	\$74.62	\$77.60	B
Design Engineer	IV (A)	\$65.00	\$67.60	\$70.30	B
Project Manager	IV (A)	\$75.00	\$78.00	\$81.12	B
Party Chief (Office)	IV (A)	\$52.25	\$54.34	\$56.51	B
Project Engineer	III (A)	\$49.33	\$51.30	\$53.36	B
Assistant Team Leader	III (A)	\$48.67	\$50.62	\$52.64	B
Junior Engineer	II (A)	\$35.17	\$36.58	\$38.04	B
Sr. Drafter/ CADD/Sr. Env. Tech	III (N)	\$44.83	\$46.62	\$48.49	B
Instrument Person (Off.)	II (N)	\$33.60	\$34.94	\$36.34	C
Drafter/ CADD/Env. Tech	II (N)	\$31.12	\$32.36	\$33.66	C
Jr. Drafter/CADD / Jr. Env. Tech	I (N)	\$22.83	\$23.74	\$24.69	C
Chief Inspector	IV (N)	\$59.62	\$62.00	\$64.48	C
Office Engineer	IV (N)	\$54.33	\$56.50	\$58.76	C
Senior Inspector	III (N)	\$45.91	\$47.75	\$49.66	C
Construction Inspector	II (N)	\$37.67	\$39.18	\$40.74	C
Trainee	II (N)	\$32.00	\$33.28	\$34.61	C
Trainee	I (N)	\$20.00	\$20.80	\$21.63	C
Rod Person (Off.)	I (N)	\$31.50	\$32.76	\$34.07	C
Technical Typist	NA	\$46.00	\$47.84	\$49.75	C
Party Chief (Field)	III (N)	\$32.00	\$33.28	\$34.61	C
Instrument Person (Field)	II (N)	\$34.83	\$36.22	\$37.67	C
Rod Person (Field)	I (N)	\$32.00	\$33.28	\$34.61	C

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$47.37	\$49.26	\$46.28	\$2.98	\$0.27	\$3.25
Instrument Person	II (N)	\$43.51	\$45.25	\$34.94	\$10.31	\$0.93	\$11.24
Rod Person	I (N)	\$32.00	\$33.28	\$33.28	\$0.00	\$0.00	\$0.00

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$29.60	\$1.00	\$28.60	\$0.00	\$2.57	\$31.17
Instrument Person	II (N)	\$29.60	\$1.00	\$28.60	\$0.00	\$2.57	\$31.17
Rod Person	I (N)	\$29.60	\$1.00	\$28.60	\$0.00	\$2.57	\$31.17

Category A: No OT

Category B: OT at straight time rate for hours worked in excess of 40 per week

Category C: OT at 1.50 times straight time rate for hours worked in excess of 40 per week

Staffing Table and Direct Labor Costs
4BNY65 - Seneca Point Road over Unnamed Tributary to Canandaigua Lake
Ravi Engineering & Land Surveying, P.C.

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I. DIRECT LABOR: REGULAR HOURS

	Project Manager	Design Engineer	Party Chief (Office)	Project Engineer	Sr. Drafter/CADD/Sr. Env. Tech	Instrument Person (Off.)	Drafter/CADD/Env. Tech	Chief Inspector	Office Engineer	Technical Typist	Party Chief (Field)	Instrument Person (Field)		
ASCE (A) or NICET (N) Grade	V (A)	IV (A)	IV (A)	III (A)	III (N)	II (N)	II (N)	IV (N)	IV (N)	NA	III (N)	II (N)		
Project Mid-Point Ave, Hourly Rate	\$75.40	\$67.60	\$54.34	\$51.30	\$46.62	\$34.94	\$32.36	\$55.00	\$40.00	\$47.84	\$33.28	\$36.22		
Task/Description													Total Hours	Direct Labor
Section 1 - General	16			16									32	\$2,027.25
Section 2 - Data Collection	2		8		32	8				1	40	40	131	\$5,184.98
Section 3 - Preliminary design	16	32		40			16						104	\$5,939.56
Section 4 - Environmental	10	12			40		64						126	\$5,501.48
Section 5 - Right-of-Way	2		2		26	2				1	8	8	57	\$2,636.32
Section 6 - Detailed Design	16	32		80	32		8						168	\$9,224.72
Section 7 - Advertisement, Bidding, Award	8	32		40	16								96	\$5,564.50
Section 8 - Construction Support	4	16			8								28	\$1,756.19
Section 9 - Construction Inspection								699	96					
TOTAL:	74	124	10	176	154	10	88	699	96	2	48	48	742	\$37,834.99
													795	\$42,285.00
													795	\$42,285.00

Key Personnel

Project Manager (VI)	Rick Papaj, Sean Baldwin
Design Engineer	Jim MacKecknie, Dan Clark
Project Engineer	Troy Samson
Sr. Drafter/CADD-Environmental Tech	Tony Cretelle, Lynn Zicari
Drafter CADD/Environmental Technician	Emma Tirado, Waldin Dilone
Technical Typist	Laura Meli

Direct Non-Salary Costs
4BNY65 - Seneca Point Road over Unnamed Tributary to Canandaigua Lake
Ravi Engineering & Land Surveying, P.C.

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<u>Description</u>		Basic Design Services	Special Services	Construction Inspection/RPR Services
Mileage	500 miles at \$0.67/mile (1/2024 rate)	\$ 335.00	\$ -	\$x.xx
Costs	Abstracts 2@ \$600			\$x.xx
	1 Deeds/Maps/MISC	\$ 50.00		\$x.xx
			\$ -	
Public Info Material	Postage/Mailings			
Copies	500 copies at \$.15/copy		\$ -	\$x.xx
Thumb Drives/CD's	25 at \$5.00			
	Data Base Search	\$ 400.00		
Sample Analysis	Paradigm Env. (6 samples)			
	- NOB-PLM w/prep. \$25 ea.	\$ 150.00		
	- TEM \$35 ea.	\$ 210.00		
Survey	Wage Differential			
	Party Chief	\$ 155.91	\$ -	
	Instrument/Rod Person	\$ 539.42	\$ -	
	Supplemental Benefits			
	Party Chief	\$ 1,496.16	\$ -	
	Instrument/Rod Person	\$ 1,496.16	\$ -	
Materials Testing	Plant inspection			\$5,000.00
	Concrete			\$4,500.00
Appia Licenses				\$2,500.00
TOTALS:		\$ 4,832.65	\$ -	\$12,000.00

Summary of Costs
4BNY65 - Seneca Point Road over Unnamed Tributary to Canandaigua Lake
Ravi Engineering & Land Surveying, P.C.

1/19/2024

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<u>Description</u>	<u>Basic Design Services</u>	<u>Special Services</u>	<u>Construction Inspection/RPR Services</u>	<u>Total</u>
Direct Labor	\$37,834.99	\$0.00	\$42,285.00	\$80,119.99
Premium Overtime Labor	\$0.00	\$0.00	\$0.00	\$0.00
Direct Non-Salary Costs (excluding subs)	\$4,832.65	\$0.00	\$12,000.00	\$16,832.65
Overhead (153% Design and 121% Field on Direct Labor only)	\$57,887.54	\$0.00	\$51,164.85	\$109,052.39
Fixed Fee (13% on Direct Labor + Overhead)	\$10,529.48	\$0.00	\$12,148.48	\$22,677.96
Subconsultant Cost: MRB Group	\$240,000.00	\$0.00	\$0.00	\$240,000.00
Subconsultant Cost: SDVOB CI	\$0.00	\$0.00	\$31,608.36	\$31,608.36
Subconsultant Cost: WBE	\$32,000.00	\$0.00	\$0.00	\$32,000.00
TOTALS:	\$383,084.66	\$0.00	\$149,206.69	<u>\$532,291.35</u>
			Say	<u>\$ 533,000</u>

Sample Table A: Salary Schedule

Seneca Point Road

Ravi Engineering & Land Surveying

Job Title	Current Year Ave. Hourly Rate (2025 est)	Overtime Category
Resident Engineer (N IV)	\$ 55.00	C
Inspector (NII)	\$ 40.00	C

Overtime Policy (Example):

Category A: No OT

Category B: OT at straight time rate for hours worked in excess of 40 per week

Category C: OT at 1.50 times straight time rate for hours worked in excess of 40 per week

Table B: Staffing Table
Seneca Point Road
Construction Inspection
Ravi Engineering & Land Surveying

NAME		PRE CON	2025													TOTAL HOURS	2023 Rates	LABOR COST	OT PREMIUM	TOTAL COST
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Post Con					
RESIDENT ENGINEER	REG	8						86	173	173	173	86				699	\$55.00	\$38,445.00		\$38,445.00
NICET LEVEL (IV)	OT																\$27.50			
OFFICE ENGINEER	REG								16	32	32	16				96	\$40.00	\$3,840.00		\$3,840.00
NICET LEVEL (II)	OT																\$20.00			
Total Base Bid		8						86	189	205	205	102				795		\$42,285.00		\$42,285.00

Table B: Staffing Table
Seneca Point Road
Construction Inspection

NAME		PRE	2025												TOTAL HOURS	2022 Rates	LABOR COST	OT PREMIUM	TOTAL COST
		CON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Post Con				
INSPECTOR NICET LEVEL II	REG									173	86					259	\$40.00	\$10,360.00	\$10,360.00
	OT																\$20.00		
TOTALS										173	86					259		\$10,360.00	\$10,360.00

TOTAL DIRECT LABOR COSTS:		\$10,360.00
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**Table D: Summary of Costs
Seneca Point Road
Construction Inspection**

	<u>Description</u>	<u>Construction Inspection/RPR Services</u>
IA	Direct Labor	\$ 10,360.00
IB	Premium Overtime Labor	\$ -
IC	Premium Nighttime Labor	
IIIA	Overhead 170%	\$ 17,612.00
IIIB	Profit on IA and IIIA 13%	\$ 3,636.36
	TOTALS:	\$ 31,608.36

Table D: Summary of Costs
Seneca Point Road
Construction Inspection
Ravi Engineering & L.S., P.C.

<u>Description</u>		Construction Inspection/RPR Services
IA	Direct Labor	\$ 42,285.00
IB	Premium Overtime Labor	\$ -
IC	Premium Nighttime Labor	
IIIA	Overhead 121%	\$ 51,164.85
IIIB	Profit on IA and IIIA 13%	\$ 12,148.48
VA	Materials Testing (WBE)	\$ 12,000.00
VI	Subconsultant - SDVOB	\$ 31,608.36
TOTALS:		\$ 149,206.69

ATTACHMENT 11

TOWN OF CANANDAIGUA

LOCAL LAW # ____ OF 2024

EXHIBIT A

Be it enacted by the Town Board of the Town of Canandaigua, as follows:

SECTION ONE. Intent. The intent of this Local Law is to re-designate the real property located at 2625 County Road 22 in the Town of Canandaigua, County of Ontario, and State of New York from AR-1 the zoning district to the Mixed Use Overlay zoning district and to amend the official zoning map of the Town of Canandaigua.

SECTION TWO. Identification of Property to be Re-Zoned. The property to be re-zoned is located at 2625 County Road 22 in the Town of Canandaigua, County of Ontario, and State of New York, and bears Tax ID # 71.00-1-21.141, and consists of approximately 4.913 acres, as more specifically shown on the attached plans entitled Commercial Site Plan for 2625 Hanna Road, LLC showing land in 2625 County Road 22 Town of Canandaigua, prepared by Marks Engineering. Said plan is on record at the Town's Development Office, and is attached hereto and made a part herein as EXHIBIT B.

SECTION THREE. Zoning District Change from AR-1 Agricultural Rural Residential to MUO Mixed Use Overlay. The parcel of land described in the above Section Two shall be, and the same hereby is, transferred from the AR-1 Agricultural Rural Residential Zoning District to the MUO Mixed Use Overlay District as said zoning districts are defined and regulated by Town Code Chapter 220, as amended from time to time, and as specifically amended by this Local Law.

SECTION FOUR. Setback and Area Requirements. Based on the project description and other materials submitted to the Town of Canandaigua as of the date this Local Law is passed by the Town Board, the Town Board of the Town of Canandaigua hereby establishes the following setback, dimensional, and other area requirements for the land rezoned herein:

A. Setbacks

1. Minimum Front Setback to County Road 22: 61.0'
2. Minimum Side Setbacks: 33.0'
3. Minimum Rear Setback: 150.0'

B. Maximum Building Height: 35.0'

C. Minimum Distance Between Buildings: 40.0'

D. Maximum Building Coverage: 13.0%

E. Minimum Parking Stall Size: 19'x9'

F. Minimum Parking Spaces Required for Proposed Indoor Sports Facility: 63

G. Minimum Lot Size: 4.9 Acres

The requirements established herein are specific to the project descriptions and plans submitted to the Town. If, in the opinion of the Town Board, the project changes significantly, or if the applicant fails to receive approvals from the Town of Canandaigua Planning Board for the above-described project, these requirements shall be void and all bulk and area requirements established herein shall revert back to those set for the AR-1 Zoning District in Town Code Chapter 220.

SECTION FIVE. Amendment of the Official Zoning Map of the Town of Canandaigua. The Town Clerk of the Town of Canandaigua is hereby directed to amend the Official Zoning Map of the Town of Canandaigua to reflect the change in zoning district classification accomplished by this Local Law.

SECTION SIX. Authority and Supersession Effect. This Local Law is enacted pursuant to authority conferred by the New York State Municipal Home Rule Law and Town of Canandaigua Town Code § 220-33. To the extent that the items specifically addressed in this Local Law, or the manner of its adoption, is inconsistent with New York State Town Law, the Town Code of the Town of Canandaigua, or any other statute or local law, this Local Law shall prevail.

SECTION SEVEN. Effective Date. This Local Law shall take effect upon filing with the New York State Secretary of State.

TOWN OF CANANDAIGUA

LOCAL LAW # ____ OF 2024

EXHIBIT A

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SECTION SEVEN. Effective Date. This Local Law shall take effect upon filing with the New York State Secretary of State.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Adoption of a Local Law to rezone a parcel and amend official zoning map		
Project Location (describe, and attach a general location map): Town of Canandaigua		
Brief Description of Proposed Action (include purpose or need): The Town Board of the Town of Canandaigua is considering the adoption of a local law to rezone 2625 County Road 22, Tax map # 71.00-1-21.141, in the Town of Canandaigua from AR-1 to Mixed Use Overlay (MUO) in accordance with Town Code §220-33 and to amend the official zoning map of the Town of Canandaigua to reflect said change(s).		
Name of Applicant/Sponsor: Town Board	Telephone: 585-394-1120	
	E-Mail: info@townofcanandaigua.org	
Address: 5440 Routes 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Project Contact (if not same as sponsor; give name and title/role): Sarah Reynolds, Town Planner	Telephone: 585-394-1120	
	E-Mail: sreynolds@townofcanandaigua.org	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board	
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒ Yes ☐ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. 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

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?

☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
<i>i.</i> Total number of structures _____ <i>ii.</i> Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length <i>iii.</i> Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
<i>i.</i> Purpose of the impoundment: _____ <i>ii.</i> If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ <i>iii.</i> If other than water, identify the type of impounded/contained liquids and their source. _____ <i>iv.</i> Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres <i>v.</i> Dimensions of the proposed dam or impounding structure: _____ height; _____ length <i>vi.</i> Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
<i>i.</i> What is the purpose of the excavation or dredging? _____ <i>ii.</i> How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? <div style="margin-left: 20px;"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ </div> <i>iii.</i> Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____	
<i>iv.</i> Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ _____	
<i>v.</i> What is the total area to be dredged or excavated? _____ acres <i>vi.</i> What is the maximum area to be worked at any one time? _____ acres <i>vii.</i> What would be the maximum depth of excavation or dredging? _____ feet <i>viii.</i> Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>ix.</i> Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
<i>i.</i> Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site																																							
<p>a. Existing land uses.</p> <p>i. Check all uses that occur on, adjoining and near the project site.</p> <div style="display: flex; flex-wrap: wrap;"> <div style="margin-right: 10px;"><input type="checkbox"/> Urban</div> <div style="margin-right: 10px;"><input type="checkbox"/> Industrial</div> <div style="margin-right: 10px;"><input type="checkbox"/> Commercial</div> <div style="margin-right: 10px;"><input type="checkbox"/> Residential (suburban)</div> <div style="margin-right: 10px;"><input type="checkbox"/> Rural (non-farm)</div> <div style="margin-right: 10px;"><input type="checkbox"/> Forest</div> <div style="margin-right: 10px;"><input type="checkbox"/> Agriculture</div> <div style="margin-right: 10px;"><input type="checkbox"/> Aquatic</div> <div><input type="checkbox"/> Other (specify): _____</div> </div> <p>ii. If mix of uses, generally describe: _____</p>																																							
<p>b. Land uses and coverytypes on the project site.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Land use or Coverytype</th> <th style="width: 15%;">Current Acreage</th> <th style="width: 25%;">Acreage After Project Completion</th> <th style="width: 20%;">Change (Acres +/-)</th> </tr> </thead> <tbody> <tr> <td>• Roads, buildings, and other paved or impervious surfaces</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Forested</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Agricultural (includes active orchards, field, greenhouse etc.)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Surface water features (lakes, ponds, streams, rivers, etc.)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Wetlands (freshwater or tidal)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Non-vegetated (bare rock, earth or fill)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Other Describe: _____</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	• Roads, buildings, and other paved or impervious surfaces				• Forested				• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)				• Agricultural (includes active orchards, field, greenhouse etc.)				• Surface water features (lakes, ponds, streams, rivers, etc.)				• Wetlands (freshwater or tidal)				• Non-vegetated (bare rock, earth or fill)				• Other Describe: _____			
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<p>c. Is the project site presently used by members of the community for public recreation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>i. If Yes: explain:</i> _____</p>	
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes,</p> <p><i>i. Identify Facilities:</i></p> <p>_____</p> <p>_____</p>	
<p>e. Does the project site contain an existing dam? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Dimensions of the dam and impoundment:</i></p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p><i>ii. Dam's existing hazard classification:</i> _____</p> <p><i>iii. Provide date and summarize results of last inspection:</i></p> <p>_____</p> <p>_____</p>	
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Has the facility been formally closed?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ <p><i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i></p> <p>_____</p> <p>_____</p> <p><i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p> <p>_____</p>	
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i></p> <p>_____</p> <p>_____</p>	
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> <p><i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____</p> <p>_____</p> <p><i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide DEC ID number(s): _____</p> <p><i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i></p> <p>_____</p> <p>_____</p>	

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> If yes, DEC site ID number: _____ Describe the type of institutional control (e.g., deed restriction or easement): _____ Describe any use limitations: _____ Describe any engineering controls: _____ Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____ _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>_____</div> <div>_____ %</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>_____</div> <div>_____ %</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>_____</div> <div>_____ %</div> </div>	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site </div>	
f. Approximate proportion of proposed action site with slopes: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site </div>	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____	
h. Surface water features. <div style="margin-top: 10px;"> i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 5px;"> ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 5px;"> If Yes to either <i>i</i> or <i>ii</i>, continue. If No, skip to E.2.i. </div> <div style="margin-top: 5px;"> iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 5px;"> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <div style="margin-top: 5px;"> <ul style="list-style-type: none"> Streams: Name _____ Classification _____ Lakes or Ponds: Name _____ Classification _____ Wetlands: Name _____ Approximate Size _____ Wetland No. (if regulated by DEC) _____ </div> </div>	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>
<p>E.3. Designated Public Resources On or Near Project Site</p>
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town Board Date _____

Signature _____ Title _____

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village

(Select one:)

of CANANDAIGUA

Local Law No. _____ of the year 20²⁴

A local law TO RE-DESIGNATE AND RE-ZONE REAL PROPERTY LOCATED AT 2625 CR 22
(Insert Title)
FROM AR-1 TO MUO AND AMENDING THE OFFICIAL ZONING MAP OF THE
TOWN OF CANANDAIGUA TO REFLECT SUCH CHANGE

Be it enacted by the TOWN BOARD of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village

(Select one:)

of CANANDAIGUA as follows:

SEE ATTACHED EXHIBITS A AND B

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2024 of the (County)(City)(Town)(Village) of CANANDAIGUA was duly passed by the TOWN BOARD on _____ 2024, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. Such local *(Elective Chief Executive Officer*)* law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

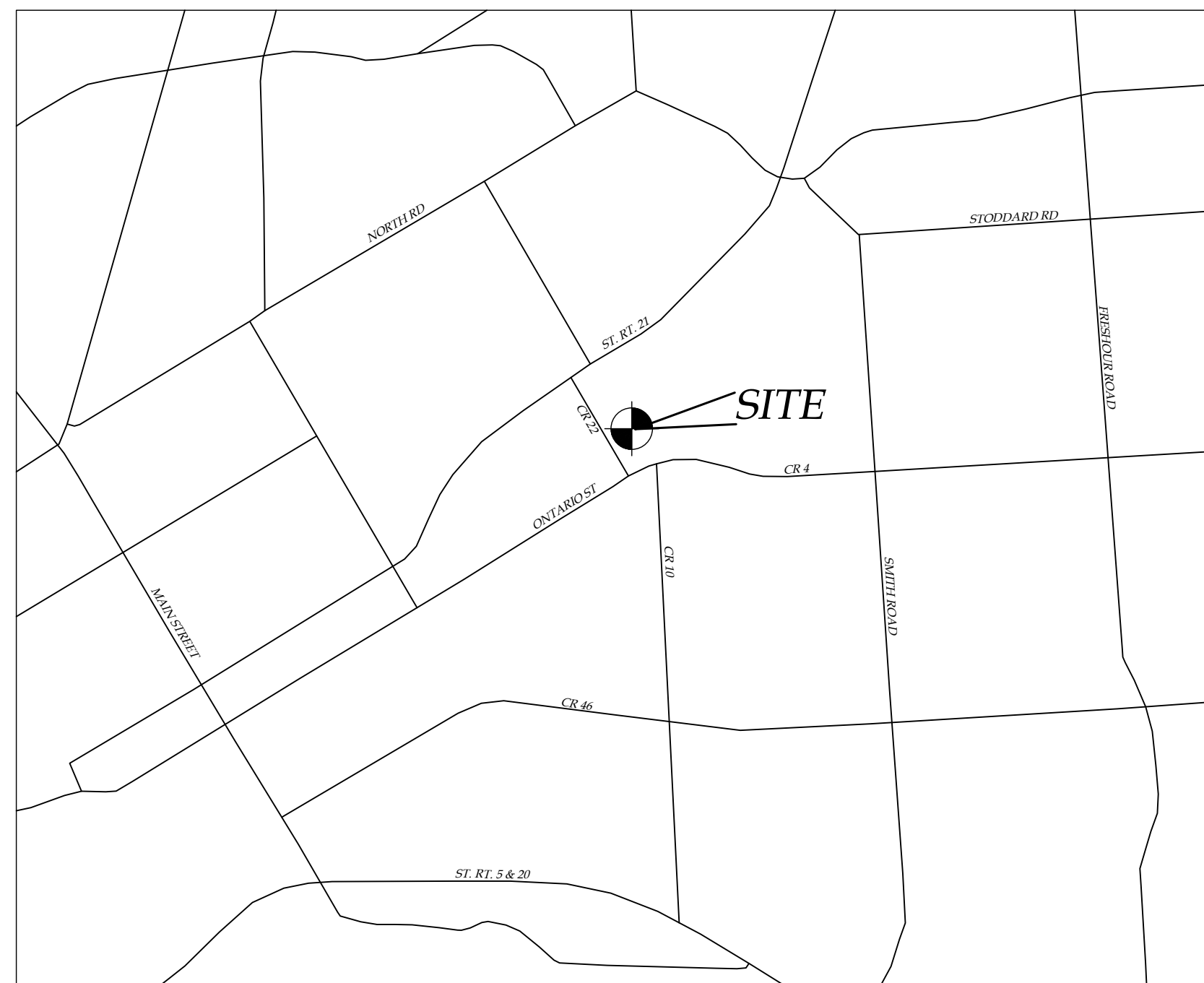
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

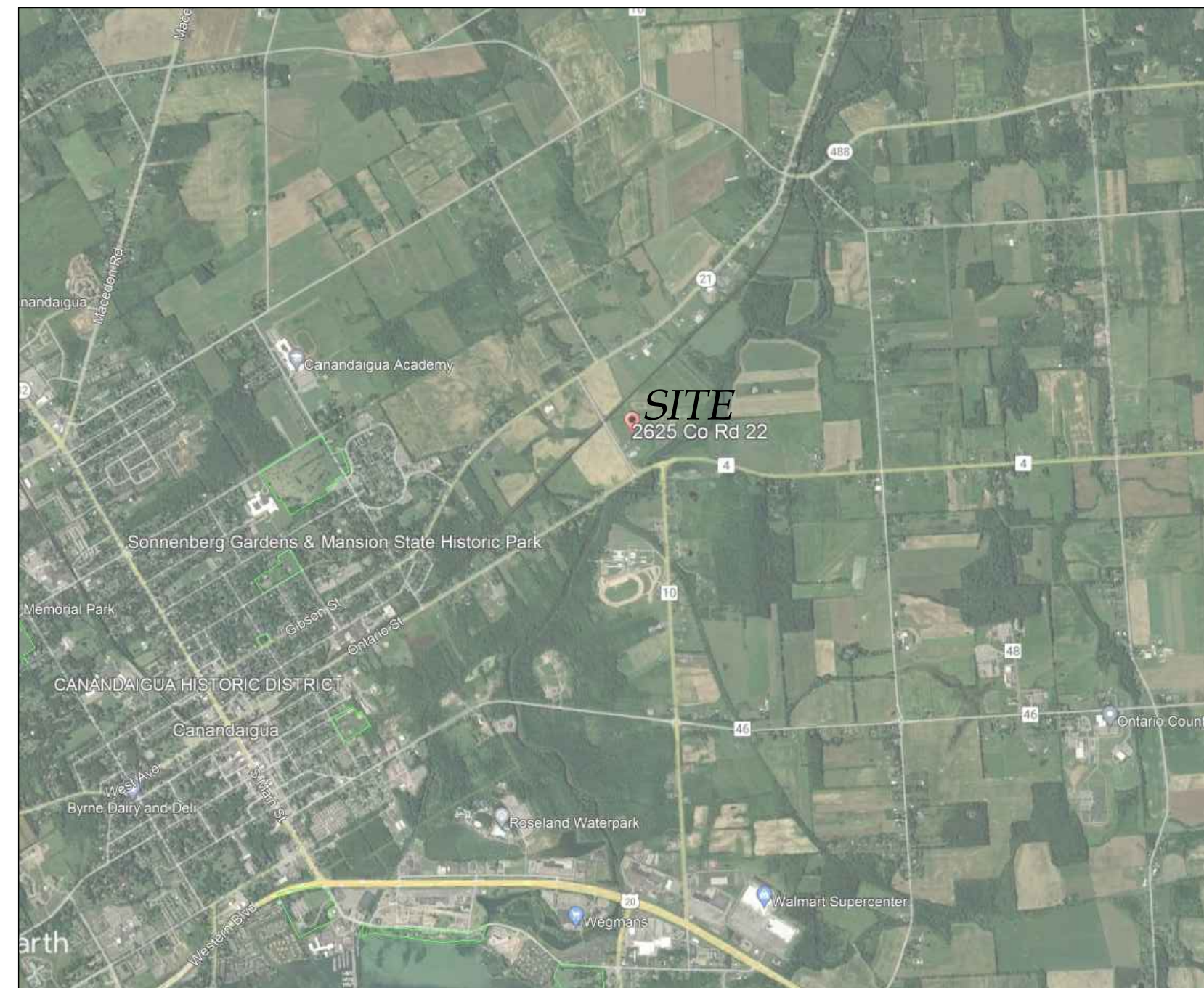
(Seal)

Date: _____

NEW COMMERCIAL SITE PLAN FOR:
2625 HANNAH ROAD, LLC
2625 COUNTY ROAD 22
TOWN OF CANANDAIGUA
COUNTY OF ONTARIO
STATE OF NEW YORK
SEPTEMBER 1, 2023



LOCATION MAP
NTS

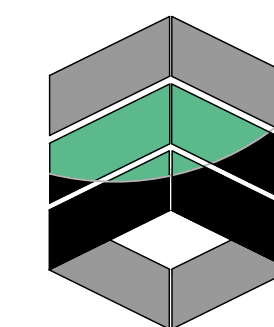


AERIAL PHOTO
NTS



PRELIMINARY - NOT FOR CONSTRUCTION

INDEX-
COVER
EX100 - EXISTING CONDITIONS
C100 - SITE & UTILITY PLAN
C200 - GRADING & EROSION CONTROL PLAN
L100 - LANDSCAPE PLAN
L101 - LIGHTING PLAN
C500 - DETAILS
C501 - DETAILS



MarksEngineering

MARKS ENGINEERING, P.C.
4303 NY-5
CANANDAIGUA, NY 14424
(585)905-0360
WWW.MARKSENGINEERING.COM

PREPARED FOR:
2625 HANNAH ROAD, LLC

PROPERTY OWNER:
EVAN GILBERT
5026 WEST RIDGE RD
CANANDAIGUA, NY 14424

REVISED

2625 HANNAH ROAD, LLC
2625 COUNTY RD 22
TOWN OF CANANDAIGUA
COUNTY OF ONTARIO
NEW YORK

JOB #23-033
9/1/2023

SOIL DATA	
DEEP HOLE RESULTS	PERCOLATION TESTS - SYMBOL
TEST PIT SYMBOL	1 26, 48, 49, 50 MIN
0-6" TOPSOIL	2 20, 45, 52, 54 MIN
6-48" RED CLAY	

- PERCOLATION HOLES 12" DEEP
- PERCOLATION HOLES CONDUCTED BY B.MARKS ON 3/22/23
- DEEP HOLE OBSERVATION CONDUCTED BY B.MARKS ON 3/22/23
- NO BEDROCK, NO MOTTING.
- SEEPAGE AT 42"

INVERT @ BUILDING	SEPTIC TANK		PUMP TANK	DISTRIBUTION BOX		INVERT IN @ BEGINNING OF LEACH LINE*	LENGTH OF LEACH LINE	PIPE DROP ACROSS SYSTEM
	IN	OUT	IN	IN	OUT			
698.0	695.0	694.7	694.5	700.4	700.2	① 700.0	44'	-0.2
INVERT @ BUILDING	696.5					② 699.8	44'	-0.2
						③ 699.6	44'	-0.2
						④ 699.4	44'	-0.2
						⑤ 699.2	44'	-0.2
						⑥ 699.0	44'	-0.2
						⑦ 698.8	44'	-0.2
						⑧ 698.7	44'	-0.2
						⑨ 698.6	44'	-0.2
						⑩ 698.5	44'	-0.2
						⑪ 698.4	44'	-0.2
						⑫ 698.3	44'	-0.2
						⑬ 698.2	44'	-0.2
						⑭ 698.0	44'	-0.2
						⑮ 698.0	44'	-0.2

*UTILIZE TOP INLET INTO CHAMBER END CAPS IF GRAVELLESS CHAMBERS ARE INSTALLED

WASTEWATER TREATMENT BASIS OF DESIGN:

NYS DEC DESIGN STANDARDS FOR INTERMEDIATE SIZE WASTEWATER TREATMENT SYSTEMS

TABLE B-2 - SEPARATION DISTANCE
TABLE B-3 - INDOOR SPORTS FACILITY

ALL MINIMUMS MET.
USED METHOD 3 OF NYSDEC DESIGN STANDARDS FOR INTERMEDIATE SIZED WASTEWATER TREATMENT SYSTEMS
Q=780 GALLONS/DAY

CHAPTER "D" SEPTIC TANK SIZING FOR COMMERCIAL APPLICATIONS (TABLE D-2)
1.5*Q = 1.5*780 = 1,170 GALLONS
USE 1,250 GALLON TANK

CHAPTER "E" - STANDARD SUB-SURFACE TREATMENT AND DISPOSAL VIA CONVENTIONAL SOIL BASED TREATMENT SYSTEM.
TABLE E-1 - APPLICATION RATE

0.2 GAL/SF/DAY
(0)/0.2 GAL/SF/DAY= 3900 SF
3900 SF BASAL AREA REQUIRED
4090 SF BASAL AREA PROVIDED
616 L.F. TRENCH PROVIDED

PROPOSED TREATMENT METHOD:
PROPOSED RAISED FILL SYSTEM WITH 4090 S.F. BASAL AREA WHERE 3900 S.F. IS REQUIRED AND 616 LINEAR FEET OF LEACH FOR TREATMENT AND DISPERSAL.

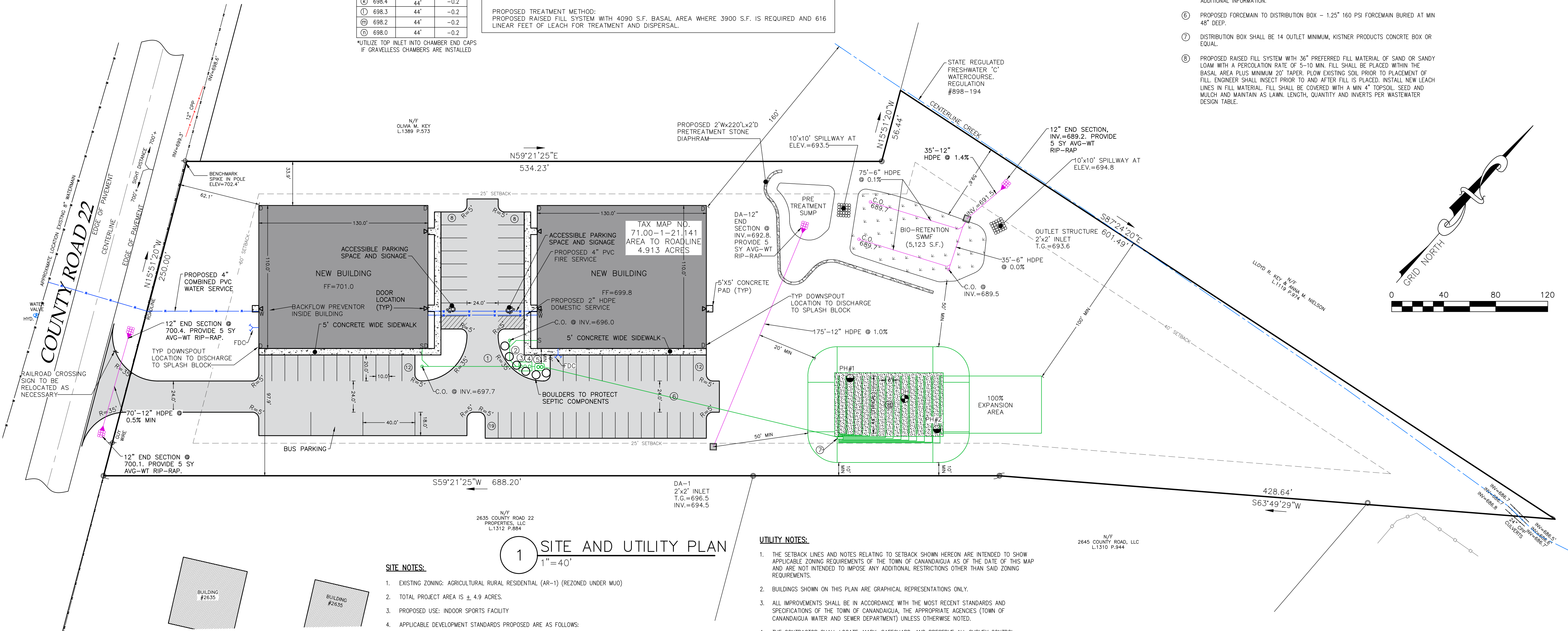
SEPTIC CONSTRUCTION PROCEDURES:

1. HEAVY CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED WITH IN THE AREA OF THE SYSTEM. THE ORIGINAL SOIL MUST BE LEFT IN PLACE. THE SOIL MUST NOT BE WET DURING WMTS INSTALLATION.
2. NO STANDING WATER IN THE WMTS AREA IS ALLOWED.
3. EXCAVATED TRENCH MATERIAL MUST BE PLACED ON THE EDGE OF THE TRENCHES AND PUSHED INTO PLACE BY A BULLDOZER OR TRACKED MACHINE WHILE MAINTAINING AT LEAST SIX (6) INCHES OF FILL UNDER THE TRACKS.
4. THE ABSORPTION TRENCHES SHALL BE CONSTRUCTED IN THE INSITU MATERIAL.
5. THE ENTIRE SURFACE OF THE SYSTEM, SHALL BE PROVIDED / COVERED WITH A MINIMUM OF SIX (6) INCHES OF TOPSOIL MOUNDED TO ENHANCE RUNOFF FROM THE SYSTEM AND SEEDED TO GRASS.
6. SWALES SHALL BE CONSTRUCTED TO DIVERT SURFACE WATER AROUND THE SYSTEM AND PROVIDE DRAINAGE AWAY FROM THE SYSTEM.

SEPTIC SPECIFICATION LEGEND:

ALL STRUCTURES, PIPING AND OTHER COMPONENTS TO COMPLY WITH THE NYSDEC DESIGN STANDARDS FOR INTERMEDIATE SIZED WASTE WATER TREATMENT SYSTEM REQUIREMENTS

- ① BUILDING TO SEPTIC TANK - 85'-4" SCH. 40 PVC @ 1/4" PER FT. MINIMUM, INSTALLED ON A COMPACTED 4" CRUSHED STONE OR SAND BASE.
- ② BUILDING TO SEPTIC TANK - 40'-4" SCH. 40 PVC @ 1/4" PER FT. MINIMUM, INSTALLED ON A COMPACTED 4" CRUSHED STONE OR SAND BASE.
- ③ SEPTIC TANK SHALL BE A KISTNER PRODUCTS CONCRETE TANK OR EQUAL. THE TANK SHALL BE DUAL COMPARTMENT WITH A CAPACITY OF 1250 GALLONS WITH A MINIMUM LIQUID SURFACE AREA OF 34 SQ. FT. FOR THE WMTS DESIGN FOR THE PROPOSED SITE.
- ④ SEPTIC TANK TO PUMP TANK - 3'-4" SCH. 40 PVC @ 1/4" PER FT. MINIMUM, INSTALLED ON A COMPACTED 4" CRUSHED STONE OR SAND BASE.
- ⑤ PUMP TANK SHALL BE 1000 GALLON ROTH PUMP TANK OR EQUIVALENT TO BE EQUIPPED WITH GOULDS PUMP MODEL WEOH EFFLUENT PUMP. SEE PUMP TANK DETAIL FOR ADDITIONAL INFORMATION.
- ⑥ PROPOSED FORCEMAIN TO DISTRIBUTION BOX - 1.25" 160 PSI FORCEMAIN BURIED AT MIN 48" DEEP.
- ⑦ DISTRIBUTION BOX SHALL BE 14 OUTLET MINIMUM, KISTNER PRODUCTS CONCRETE BOX OR EQUAL.
- ⑧ PROPOSED RAISED FILL SYSTEM WITH 36" PREFERRED FILL MATERIAL OF SAND OR SANDY LOAM WITH A PERCOLATION RATE OF 5-10 MIN. FILL SHALL BE PLACED WITHIN THE BASAL AREA PLUS MINIMUM 20' TAPER. FLOW EXISTING SOIL PRIOR TO PLACEMENT OF FILL. ENGINEER SHALL INSECT PRIOR TO AND AFTER FILL IS PLACED. INSTALL NEW LEACH LINES IN FILL MATERIAL. FILL SHALL BE COVERED WITH A MIN 4" TOPSOIL. SEED AND MULCH AND MAINTAIN AS LAWN. LENGTH, QUANTITY AND INVERTS PER WASTEWATER DESIGN TABLE.



1 SITE AND UTILITY PLAN

SITE NOTES:

1. EXISTING ZONING: AGRICULTURAL RURAL RESIDENTIAL (AR-1) (REZONED UNDER MUO)
2. TOTAL PROJECT AREA IS ± 4.9 ACRES.
3. PROPOSED USE: INDOOR SPORTS FACILITY
4. APPLICABLE DEVELOPMENT STANDARDS PROPOSED ARE AS FOLLOWS:

	REQUIRED	PROPOSED
MAX. PRINCIPAL USE BLDG HEIGHT	35'	30'
MIN. LOT WIDTH	225'	± 250'
MIN. LOT SIZE	3 AC	± 4.9 AC
SETBACKS:		
FRONT	60'	±62'
SIDE	25'	±34'
REAR	40'	±160'
GREEN SPACE:	50% MIN	71%

5. PLANS ARE GRAPHIC REPRESENTATIONS OF WORK TO BE PERFORMED. THESE PLANS ARE INTENDED TO CONVEY ENGINEERING INFORMATION ONLY.
6. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF CANANDAIGUA AND THE APPROPRIATE ONTARIO COUNTY AND NEW YORK STATE AGENCIES, UNLESS OTHERWISE NOTED.
7. ALL SPECIFIED MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURERS RECOMMENDATION OR INDUSTRY STANDARD
8. ANY SYSTEM MODIFICATION OR DEVIATION FROM APPROVED PLANS, NYS BUILDING CODES, AND/OR LOCAL REGULATIONS WILL BE DONE AT THE RISK OF THE CLIENT.
9. ALL EXTERIOR LIGHTING SHALL COMPLY WITH 220-77 OF THE TOWN OF CANANDAIGUA TOWN CODE.

UTILITY NOTES:

1. THE SETBACK LINES AND NOTES RELATING TO SETBACK SHOWN HEREON ARE INTENDED TO SHOW APPLICABLE ZONING REQUIREMENTS OF THE TOWN OF CANANDAIGUA AS OF THE DATE OF THIS MAP AND ARE NOT INTENDED TO IMPOSE ANY ADDITIONAL RESTRICTIONS OTHER THAN SAID ZONING REQUIREMENTS.
2. BUILDINGS SHOWN ON THIS PLAN ARE GRAPHICAL REPRESENTATIONS ONLY.
3. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF CANANDAIGUA, THE APPROPRIATE AGENCIES (TOWN OF CANANDAIGUA WATER AND SEWER DEPARTMENT) UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL LOCATE, MARK, SAFEGUARD, AND PRESERVE ALL SURVEY CONTROL MONUMENTS AND RIGHT-OF-WAY MONUMENTS IN THE AREAS OF CONSTRUCTION.
5. EXISTING UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM FIELD LOCATIONS AND/OR UTILITY COMPANY RECORD PLANS. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CALL THE UPPO HOTLINE AT 1(800)962-7962 FOR STAKE-OUT OF EXISTING UTILITIES.
6. THE CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION OF UNDERGROUND UTILITIES BEFORE COMMENCING CONSTRUCTION. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS TO LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS AS REQUIRED TO MEET EXISTING CONDITIONS.
7. HIGHWAY DRAINAGE ALONG COUNTY ROAD 22 TO BE MAINTAINED.

WATER NOTES:

8. WATER SERVICES AND APPURTENANCES TO BE CONSTRUCTED TO THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF CANANDAIGUA WATER DEPARTMENT.
9. WATER METER(S) ARE TO BE LOCATED ON THE INTERIOR OF EXTERIOR WALL(S) IMMEDIATELY UPON SERVICE ENTRANCE INTO THE BUILDING. ON METERED SERVICES REQUIRING A 1x INCH OR LARGER METER, A BY-PASS AROUND THE METER IS REQUIRED.
10. ALL WATER SERVICES SHALL HAVE MINIMUM 6' OF COVER FROM THE TOP OF THE SERVICE TO FINISHED GRADE. THE CONTRACTOR SHALL CHECK ALL CUT STAKES BEFORE TRENCHING TO INSURE THAT ALL INSTALLED WATER SERVICES WILL HAVE REQUIRED COVER.

SANITARY WASTEWATER TREATMENT NOTES:

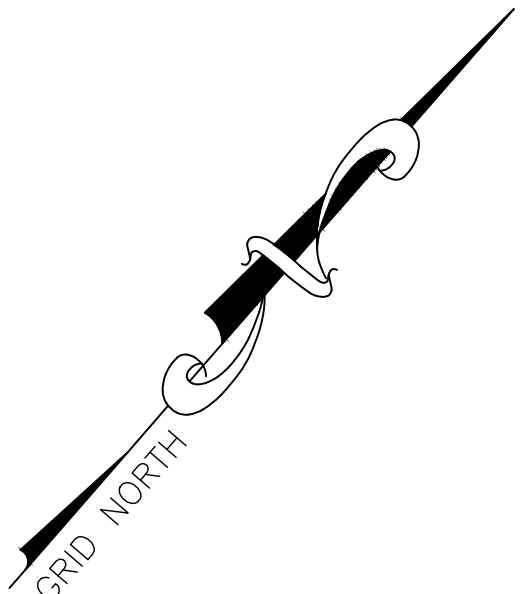
11. LEACH LINES SHALL NOT CROSS WATER OR GAS LINES.
12. ALL NON-WASTEWATER FLOWS ARE TO BE DIVERTED AWAY FROM THE SEPTIC SYSTEM.
13. RISER TO GRADE REQUIRED IF THE DIFFERENCE BETWEEN THE FINISHED GRADE AND TOP OF SEPTIC TANK EXCEEDS 12'.
14. STORM SEWERS AND APPURTENANCES SHALL BE CONSTRUCTED ACCORDING TO THE TOWN OF CANANDAIGUA SPECIFICATIONS.
15. STORM SEWER PIPE SHALL BE HDPE OR AS NOTED ON THE PLAN.

PHOSPHOROUS NOTES:

1. NO PHOSPHOROUS SHALL BE USED AT PLANTING TIME UNLESS SOIL TESTING HAS BEEN COMPLETED AND TESTED BY A HORTICULTURAL TESTING LAB AND THE SOIL TESTS SPECIFICALLY INDICATE A PHOSPHOROUS DEFICIENCY THAT IS HARMFUL, OR WILL PREVENT NEW LAWNS AND PLANTINGS FROM ESTABLISHING PROPERLY.
2. IF SOIL TESTS INDICATE A PHOSPHOROUS DEFICIENCY THAT WILL IMPACT PLANT AND LAWN ESTABLISHMENT, PHOSPHOROUS SHALL BE APPLIED AT THE MINIMUM RECOMMENDED LEVEL PRESCRIBED IN THE SOIL TEST FOLLOWING ALL NYS DEC REGULATIONS.

LEGEND

EXISTING	PROPOSED	Utility Lines
—	—	R.O.W. line
—	—	Property line
—	—	Easement line
—	—	Centerline
—	—	Drainage
—	—	Contour Line
—	—	Demo Line
—	—	Water Valve
—	—	Water Meter
—	—	Water Shut-off
—	—	Water Hydrant
—	—	Water Main
—	—	Water Service
—	—	Water Valve
—	—	Water Meter
—	—	Water Shut-off
—	—	Water Hydrant
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—	—	Water Shut-off
—	—	Water Hydrant
—	—	Water Main
—	—	Water Service
—	—	Water Valve
—	—	Water Meter
—	—	Water Shut-off
—	—	Water Hydrant
—	—	Water Main
—	—	Water Service
—	—	Water Valve
—	—	Water Meter
—	—	Water Shut-off
—	—	Water Hydrant
—	—	Water Main
—	—	Water Service
—	—	Water Valve
—	—	Water Meter

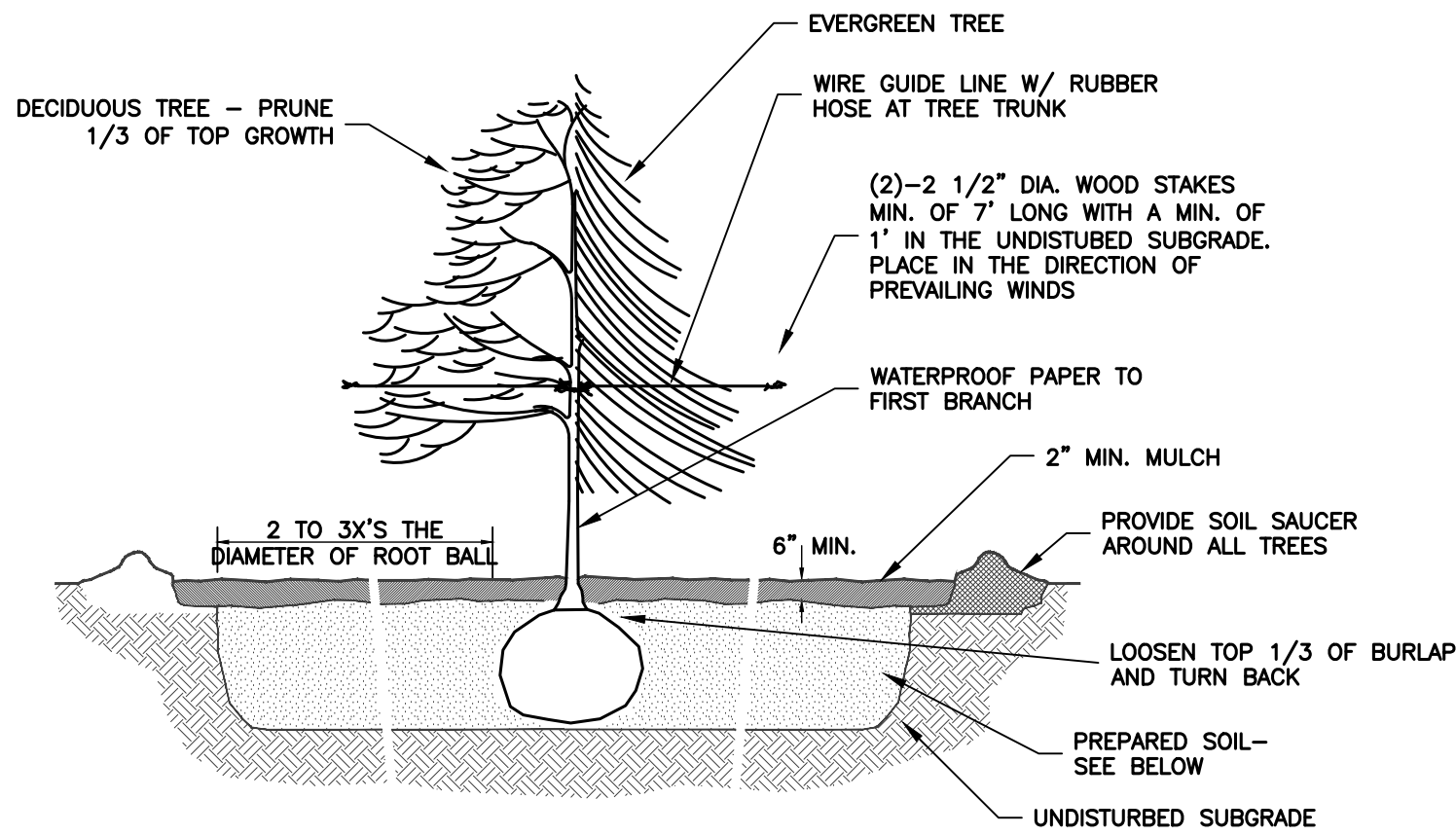


LANDSCAPE NOTES:

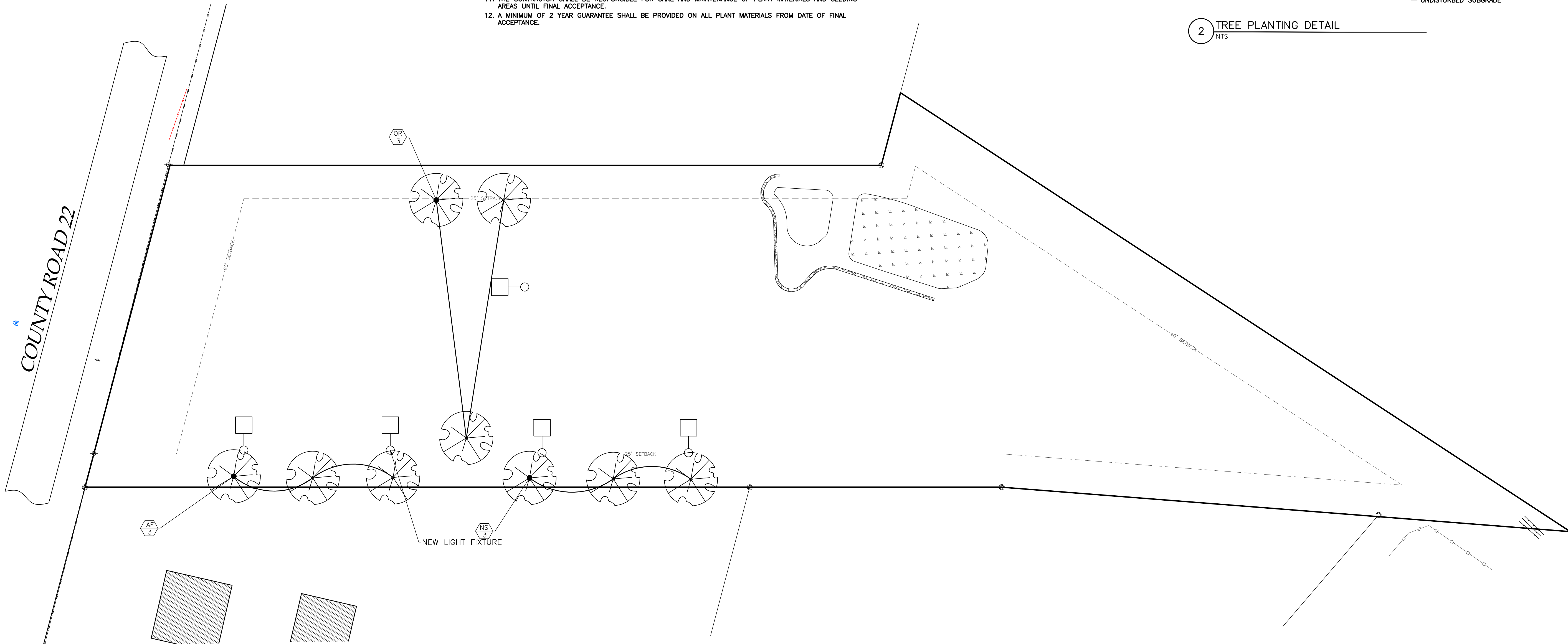
- ALL PLANTS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS NOTED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION, ANSI Z60.1-2004
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKE OFFS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
- ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF FIVE FEET (10') FROM THE HORIZONTAL LINE OF UNDERGROUND UTILITIES TO THE PLANT BALL.
- ALL TREES SHALL BE LOCATED A MINIMUM DISTANCE OF TEN FEET (10') FROM THE HORIZONTAL LINE OF OVERHEAD UTILITIES TO THE PLANT BALL.
- PLANTING SOIL MIXTURE SHALL HAVE A RATIO VOLUME OF FOUR PARTS TOPSOIL TO ONE PART PEAT AND ONE PART COMPOST. SOIL AMENDMENTS TO BE MODIFIED PER INDIVIDUAL PLANT MATERIAL REQUIRMENTS.
- STAKE TREES IMMEDIATELY AFTER PLANTING. REFER TO DETAIL.
- PROVIDE ALL PLANTING BEDS WITH A CONTINUOUS 3" LAYER OF MULCH. MULCH TO BE PROVIDE AS FOLLOWS: 100% SHREDDED HARDWOOD MULCH, NO GREATER THAN ONE INCH (1") IN SIZE, UNIFORMLY MIXED AND FREE FROM DELETERIOUS MATERIAL.
- SEED ALL AREAS NOT PAVED, PLANTED OR SPECIFIED OTHERWISE WITH LAWN SEED.
 - LAWN SEED MIXTURE SHALL BE PROVIDED AS FOLLOWS.

	% BY WEIGHT	% BY PURITY	% BY GERM
'REPELL', 'CITATION' & 'MORNING STAR	40	85	85
PERENNIAL RYE GRASS			
'JAMESTOWN II', 'FORTRESS', 'ENSYLVA'	20	97	80
RED FESCUE			
'BARON' & 'MIDNIGHT'	40	85	80
KENTUCKY BLUEGRASS			

SEEDING RATE: 6.0 LBS PER 1,000 SF.
MULCH: STRAW AT TWO TONS PER ACRE, OR WOOD FIBER MULCH
USED WITH A HYDROSEEDING APPLICATION METHOD, WITH TACKIFIER.
STARTING FERTILIZER: 5:0:10 AT 20 LBS PER 1,000 SF.
- PROPOSED PLANT MATERIALS SHALL BE FIELD LOCATED AND THE CONTRACTOR SHALL PERFORM A ROUGH STAKEOUT OF PLANTINGS FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF PLANT MATERIALS AND SEEDING AREAS UNTIL FINAL ACCEPTANCE.
- A MINIMUM OF 2 YEAR GUARANTEE SHALL BE PROVIDED ON ALL PLANT MATERIALS FROM DATE OF FINAL ACCEPTANCE.

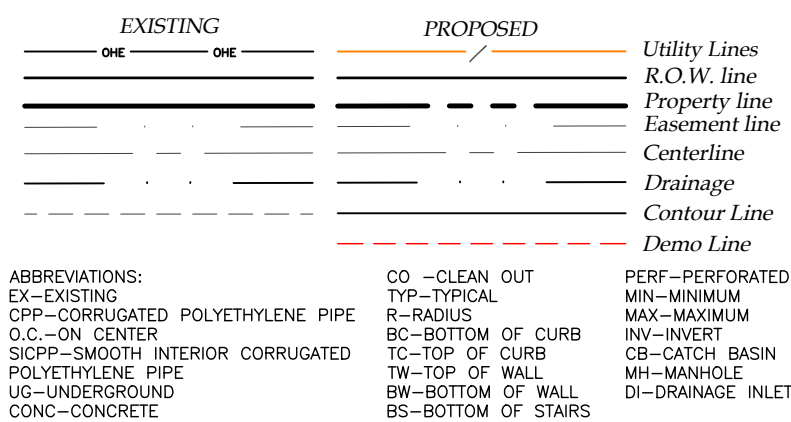


2 TREE PLANTING DETAIL
NTS



- Gas valve
- Sanitary Manhole
- Drainage Manhole
- Water shut off
- Sanitary sewer clean out
- Elec. transformer
- Utility pedestal
- Gas pipeline marker
- Monument
- Benchmark
- Utility pole
- Hydrant
- Light pole
- Road Sign
- Water Valve

LEGEND



QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
TREES					
3	AF	Acer freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	3.5" CAL	B&B
3	NS	Nyssa sylvatica	Black Gum	3.5" CAL	B&B
3	QR	Quercus rubra	Red Oak	3.5" CAL	B&B

LANDSCAPE PLAN
1"=40'

PLANNING BOARD CHAIRMAN

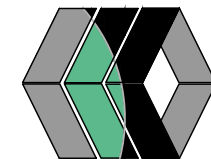
DATE

TOWN ENGINEER

DATE

PRELIMINARY - NOT FOR CONSTRUCTION

MarksEngineering



STAMP

REVISIONS AND APPROVALS

NO	DATE	DESCRIPTION OF REVISION OR APPROVAL	BY

COMMERCIAL SITE PLAN FOR:

2625 HANNA ROAD, LLC

SHOWING LAND IN:

2625 COUNTY ROAD 22

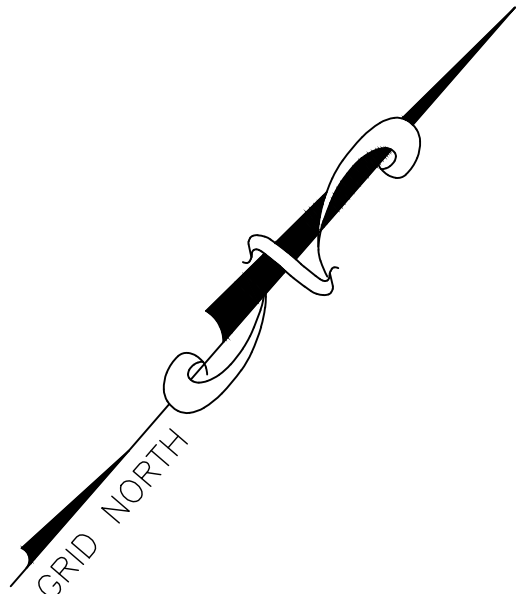
TOWN OF CANANDAIGUA

COUNTY OF ONTARIO STATE OF NEW YORK

DRAWING TITLE:
LANDSCAPE PLAN

DRAWN BY:	LGR
DESIGNED BY:	LGR
CHECKED BY:	BAM
SCALE:	1"=40'
JOB NO.:	23-033
DATE:	9/1/23
TAX MAP#:	71.00-1-21.141

C100

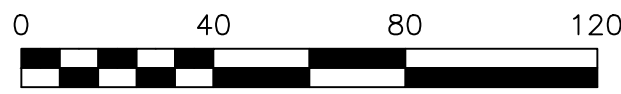
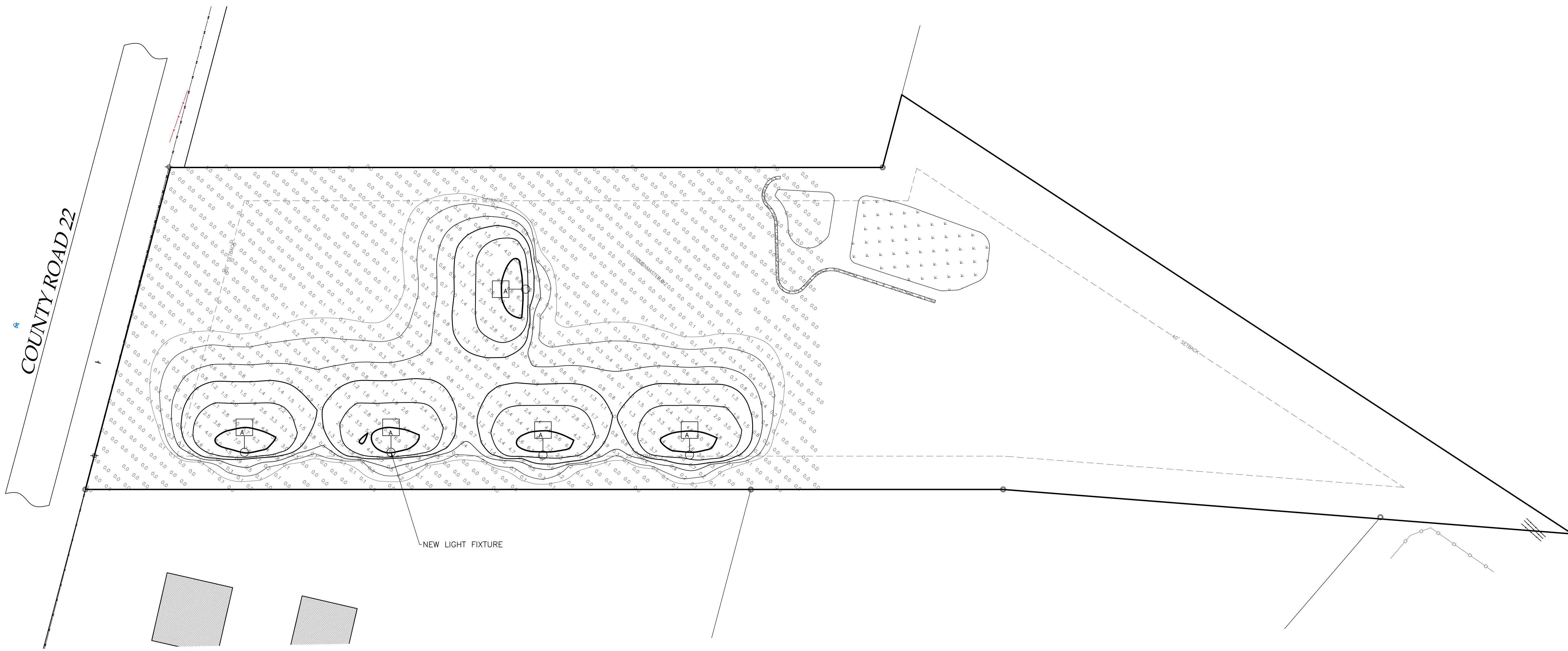


LIGHTING NOTES:

1. LIGHTING TO BE PROVIDED AS DETAILED IN LIGHTING SCHEDULE OR AN APPROVED EQUIVALENT.
2. ALL LIGHT FIXTURES TO BE DARK SKY COMPLIANT W/ FULL CUT OFF TO PROHIBIT LIGHT SPILL TO ADJOINING PROPERTIES.
3. ALL ELECTRICAL CONNECTIONS AND LAYOUT OF CONDUIT AND PULL BOX LOCATIONS TO BE COORDINATED WITH THE LIGHTING CONTRACTOR AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO FINAL INSTALLATION.
4. CONTRACTOR TO PROVIDE MANUFACTURERS CUT SHEETS TO OWNERS REPRESENTATIVE FOR ALL FIXTURES PRIOR TO FINAL INSTALLATION.

DRAWING NOTES:

1. PHOTOMETRIC READINGS ARE MEASURED IN FOOT-CANDLES AT FINISHED GRADE.



LIGHTING PLAN
1" = 40'

Gas valve

Sanitary Manhole

Drainage Manhole

Water shut off

Sanitary sewer clean out

Elec. transformer

Utility pedestal

Gas pipeline marker

Monument

Benchmark

Utility pole

Hydrant

Light pole

Road Sign

Water Valve

PERC TEST

DEEP FROST

EXISTING

PROPOSED

Utility Lines

R.O.W. line

Property line

Easement line

Centerline

Drainage

Center Line

Demo Line

CO - CLEAN OUT

TYP - TYPICAL

R - RADIUS

BC - BOTTOM OF CURB

TC - TOP OF CURB

TW - TOP OF WALL

BW - BOTTOM OF WALL

BS - BOTTOM OF STAIRS

PERF - PERFORATED

MIN - MINIMUM

MAX - MAXIMUM

INW - INVERT

CB - CATCH BASIN

MI - MANHOLE

DI - DRAINAGE INLET

ABBREVIATIONS:

EX - EXISTING

CPH - CORRUGATED POLYETHYLENE PIPE

O.C. - ON CENTER

SIOP - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE

UG - UNDERGROUND

CONC - CONCRETE

LUMINAIRE SCHEDULE

SYMBOL	QTY	LABEL	MOUNT HT.	ARRANGEMENT	LUMENS	LLF	LED COLOR	CATALOG NUMBER	DESCRIPTION
	5	A	20	SINGLE	17,264	1	4000K	GALN-SA3C-750-U-SL4-HSS	MCGRAW EDISON, GALN GALLEON II, POLE MOUNTED LED LUMINAIRE WITH TYPE 4 LIGHT DISTRIBUTION AND HOUSE SIDE SHIELD.

PLANNING BOARD CHAIRMAN

DATE

TOWN ENGINEER

DATE

REVISIONS AND APPROVALS

NO.	DATE	DESCRIPTION OF REVISION OR APPROVAL	BY

COMMERCIAL SITE PLAN FOR:

2625 HANNA ROAD, LLC

SHOWING LAND IN:

2625 COUNTY ROAD 22

TOWN OF CANANDAIGUA

COUNTY OF ONTARIO

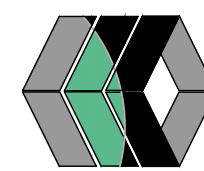
STATE OF NEW YORK

DRAWING TITLE:
LIGHTING PLAN

DRAWN BY:	LGR
DESIGNED BY:	LGR
CHECKED BY:	BAM
SCALE:	1"=40'
JOB NO.:	23-033
DATE:	9/1/23
TAX MAP#:	71.00-1-21.141

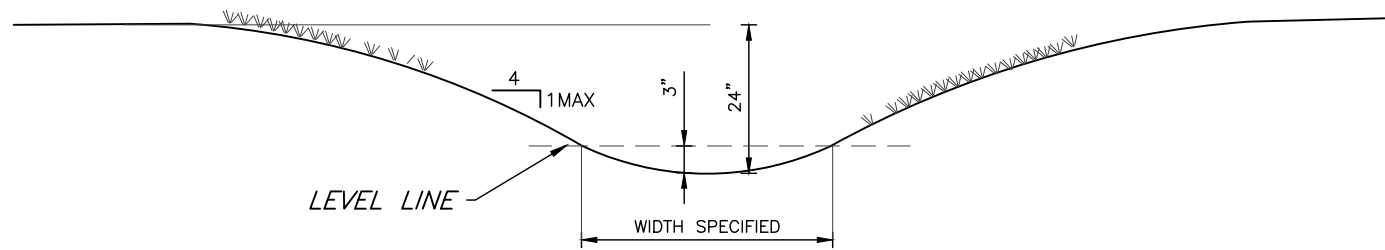
C200

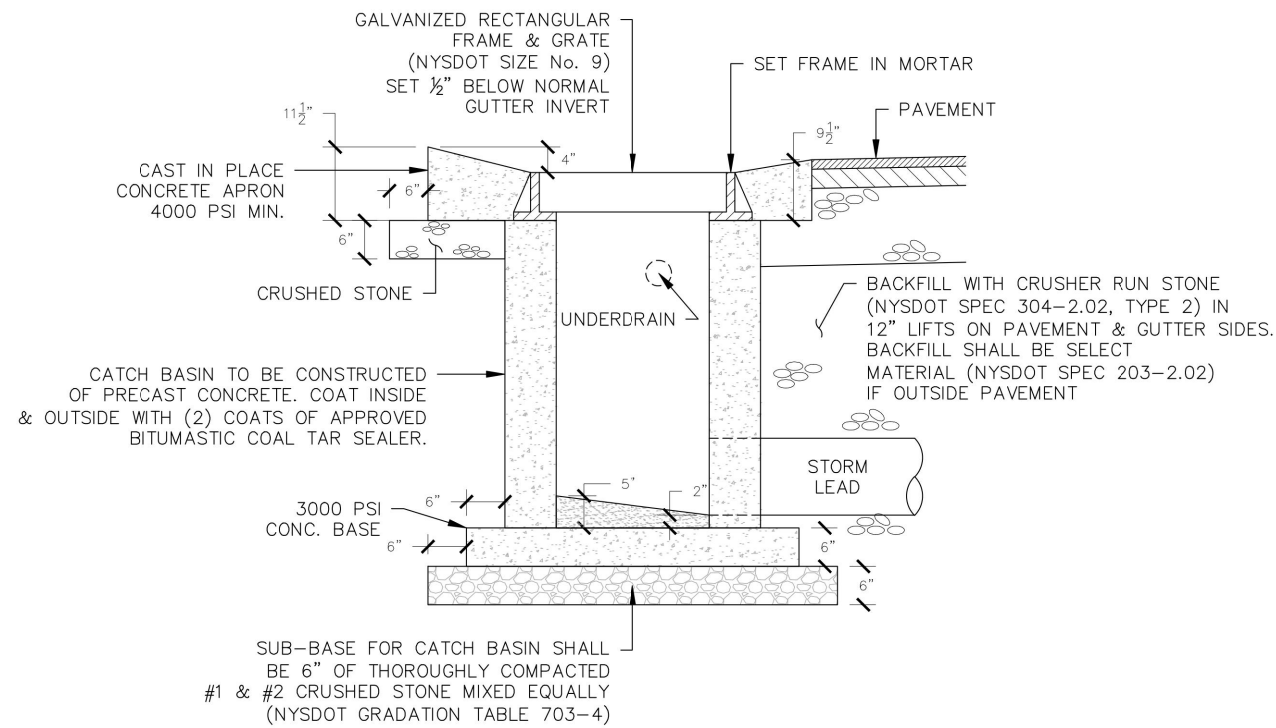
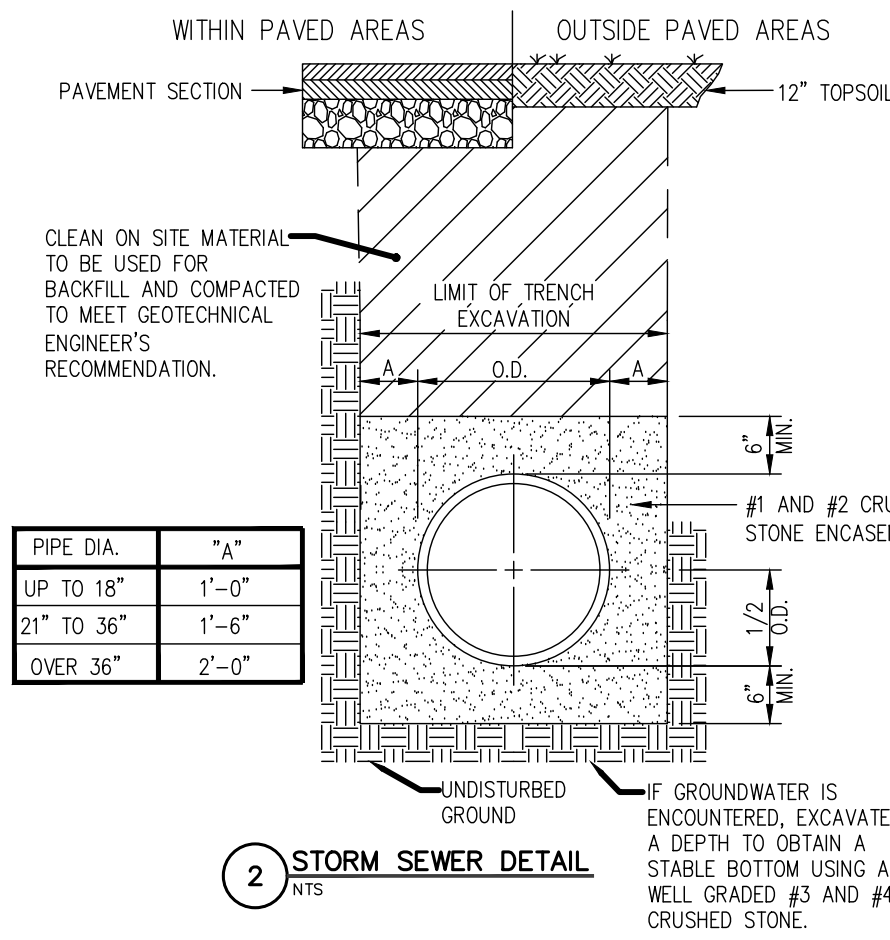
MarksEngineering



STAMP

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Steven of Canandaigua

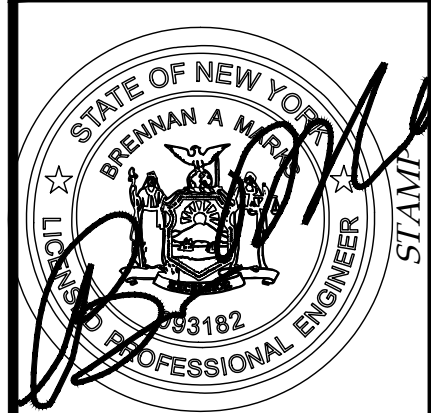
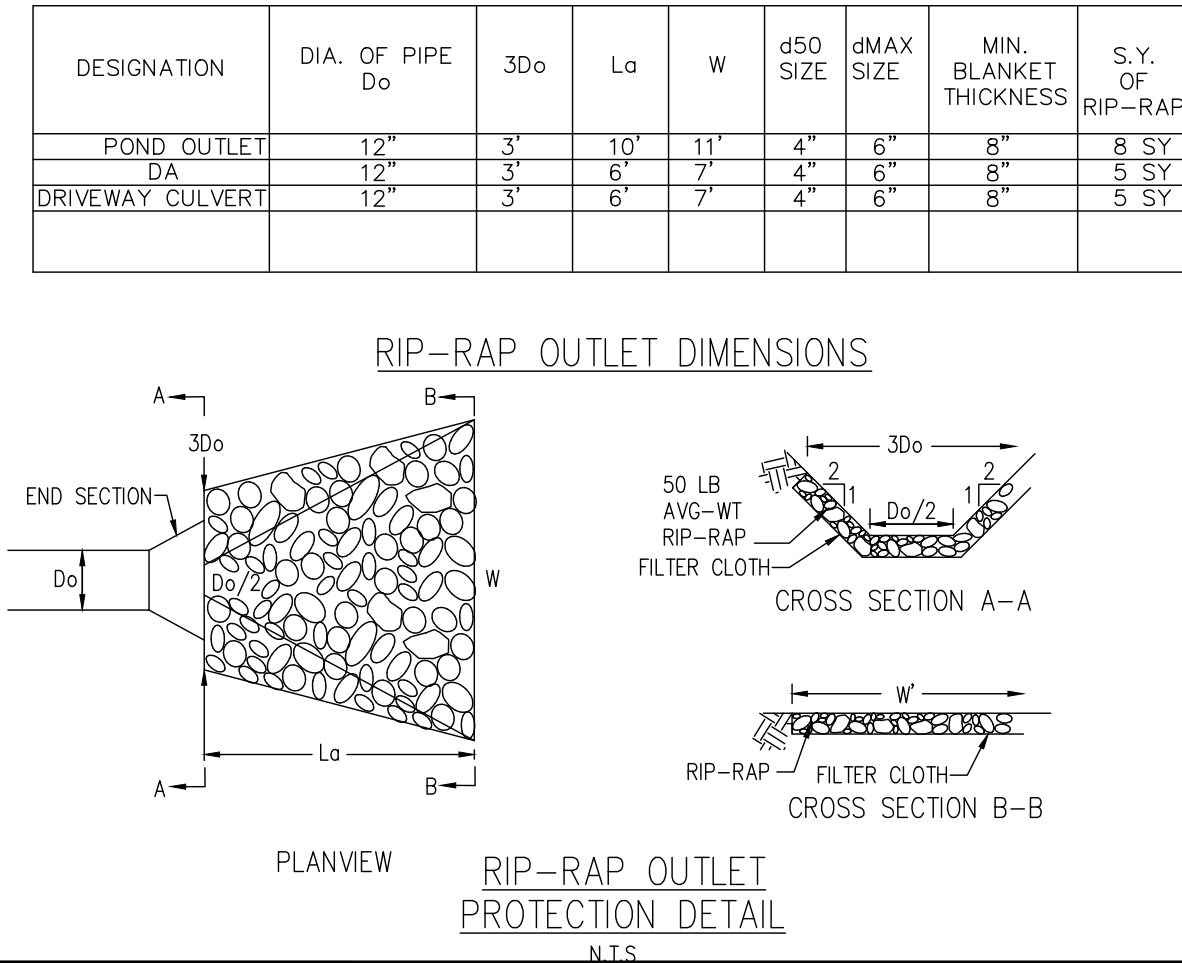
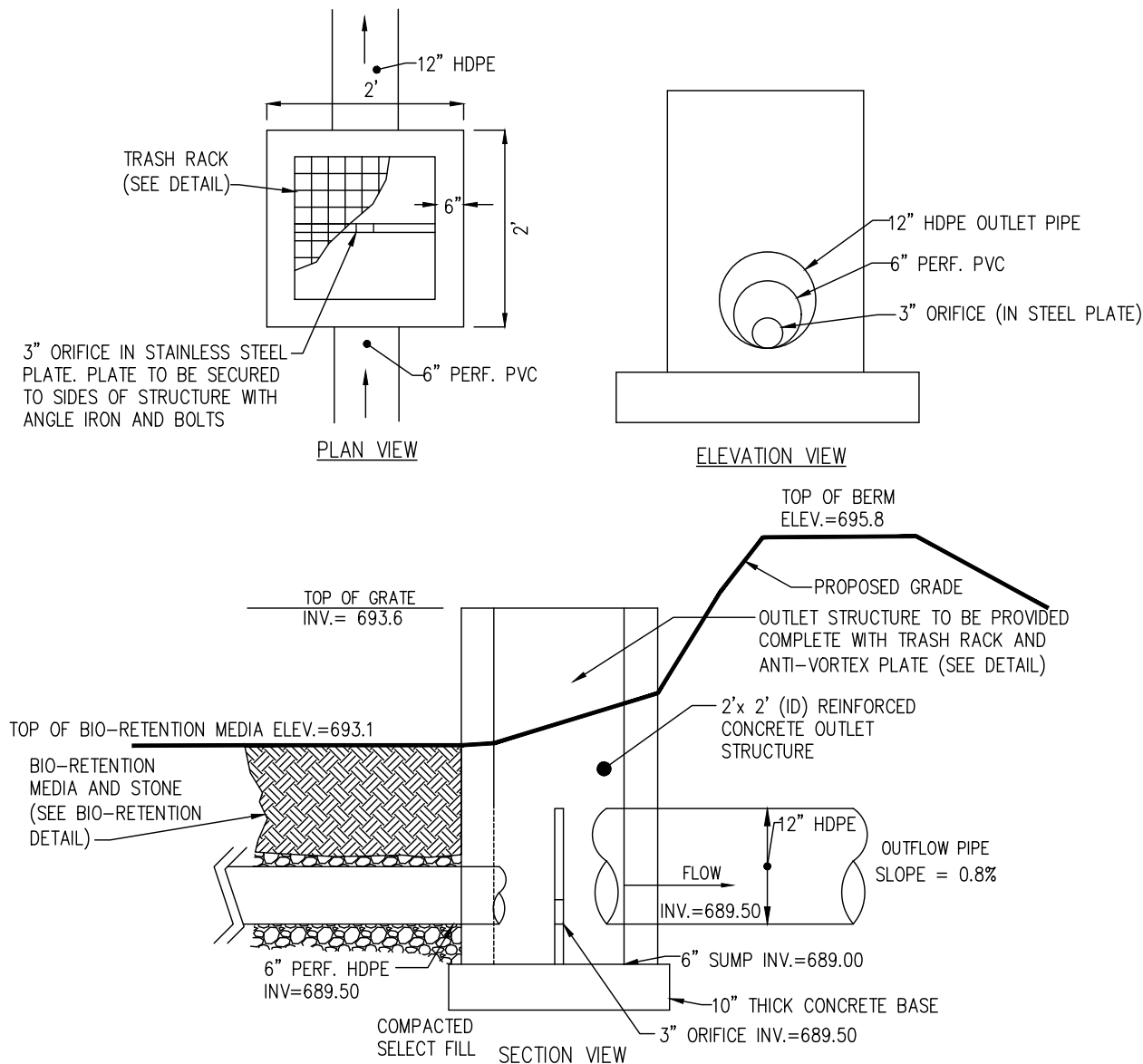
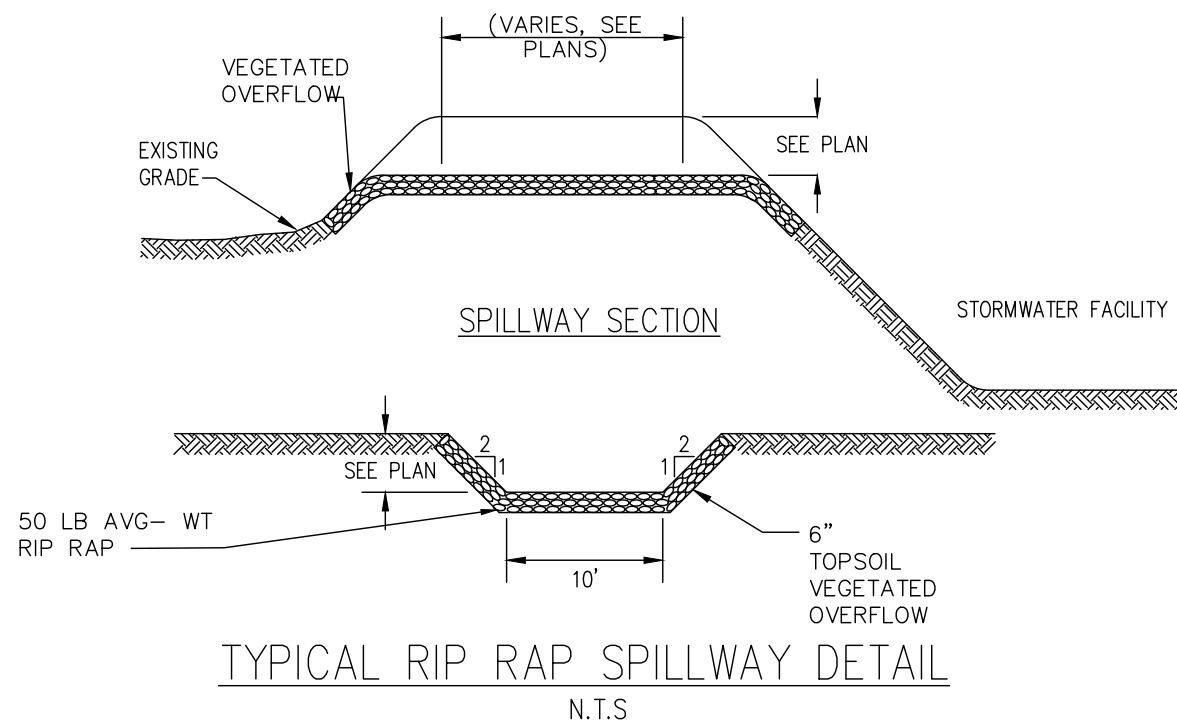
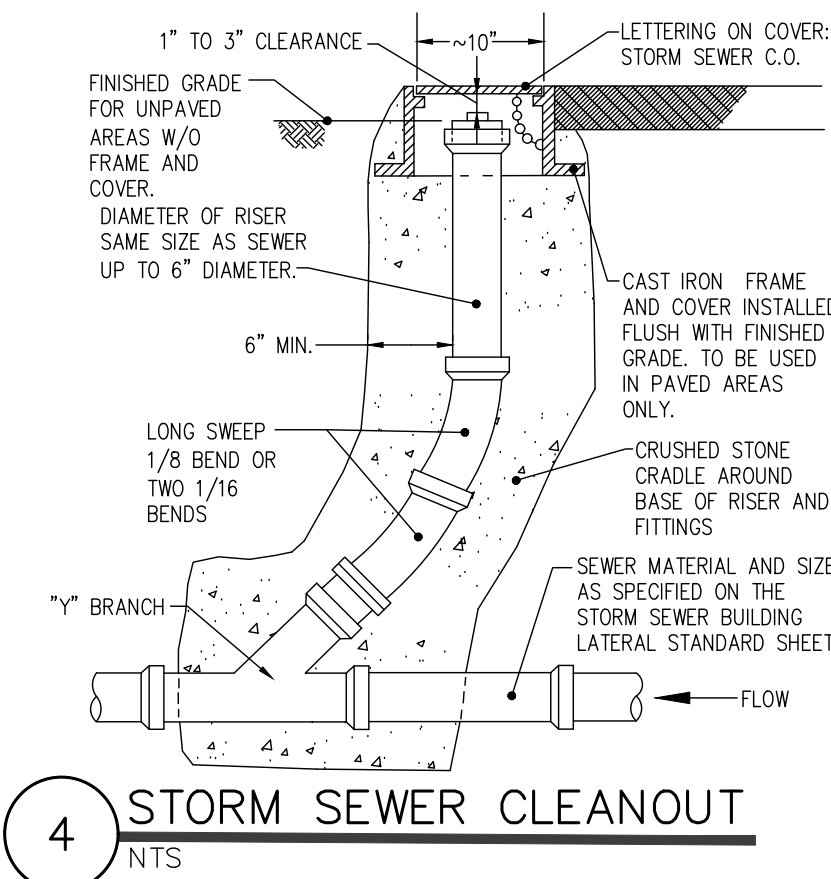
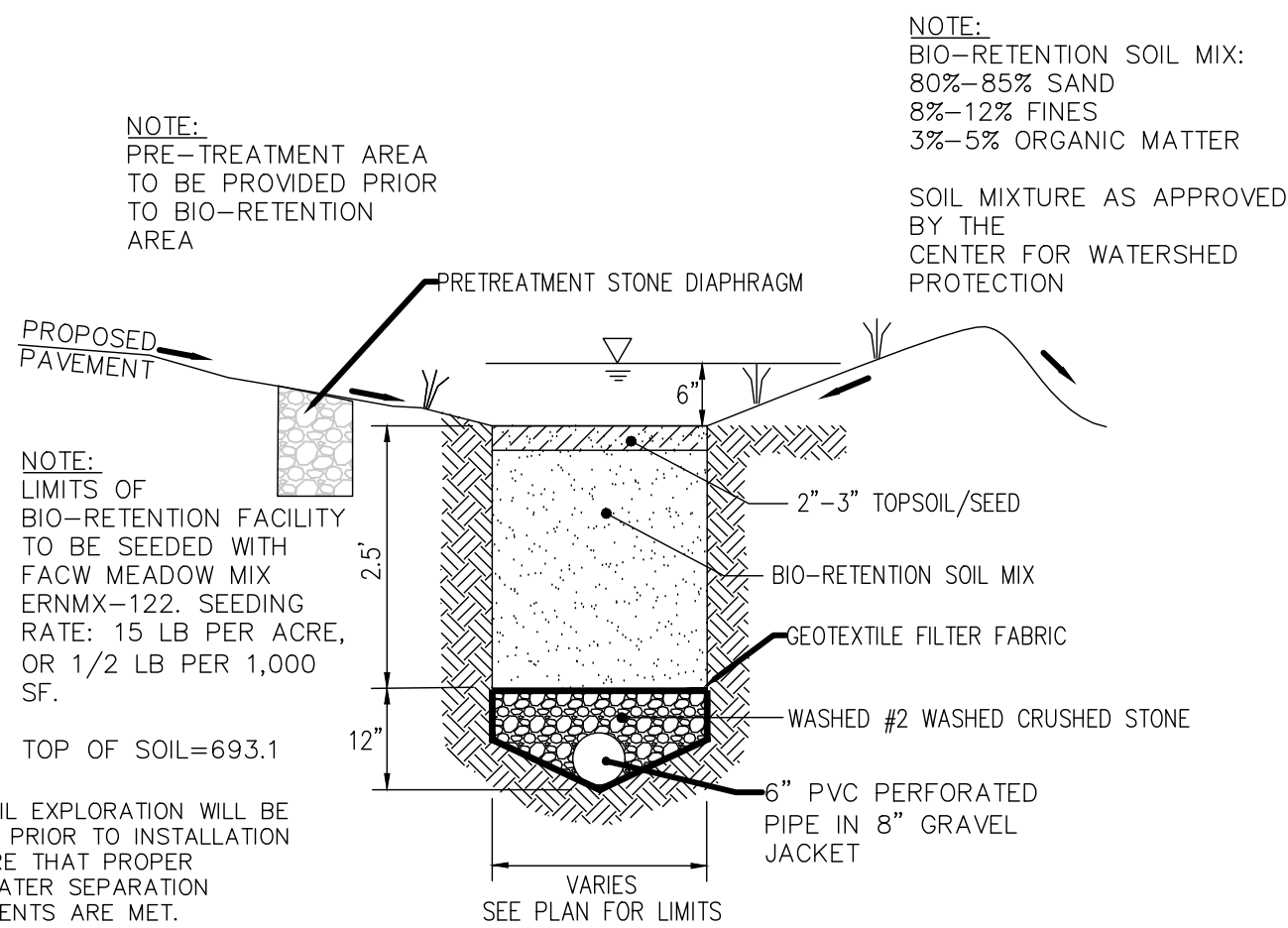
5410 Route 5 & 20 West
Canandaigua, NY 14424
(985) 394-1120
Fax (985) 394-9476
Established 1989

APPENDIX: **H-11.0**

DATE: 2016

SCALE: N.T.S.

MRB group



REVISIONS AND APPROVALS	
NO.	DATE / DESCRIPTION OF REVISION OR APPROVAL BY

COMMERCIAL SITE PLAN FOR:
2625 HANNA ROAD, LLC
SHOWING LAND IN:
2625 COUNTY ROAD 22
TOWN OF CANANDAIGUA
COUNTY OF ONTARIO

STATE OF NEW YORK

DRAWING TITLE: DETAILS	
DRAWN BY:	JWJ
DESIGNED BY:	JWJ
CHECKED BY:	BAM
SCALE:	1"=40'
JOB NO.:	23-033
DATE:	9/1/23
TAX MAP#:	71.00-1-21.141

ATTACHMENT 12



Town of Canandaigua

Annual Report For NYS Electronic Waste Collection Sites

Town of Canandaigua - Annual | 2023

The status is completed therefore all fields are currently locked. If you need to edit any part of the response, please contact the NYS Electronic Equipment Recycling & Reuse Act Program Program Manager(s).

(January 1 - December 31, 2023 Reporting Period)

Due: March 1, 2024

This online annual report form must be completed in accordance with the NYS Electronic Equipment Recycling and Reuse Act (Environmental Conservation Law, Article 27, Title 26) and supporting 6 NYCRR Subpart 368-3. Each registered electronic waste collection site is required to report annually to the NYS Department of Environmental Conservation (Department) by March 1st, for the previous calendar year.

Each registered electronic waste collection site must complete and submit this online annual report form by March 1st.

Failure to submit a complete and timely annual report, including the certification form with appropriate signatures, will subject the electronic waste collection site to civil penalties under the Act.

You will need to notify the Department via e-mail or phone if a change is necessary after submittal. The Department will then grant you access to edit information previously submitted.

Please direct all questions regarding the content of this annual report to ReTRAC.Ewaste@dec.ny.gov or call (518) 402-8706.

Collection Site Information

Name of Site: *

Department-Issued Registration #: *

Town of Canandaigua

00183

Site Address: *

5440 Route 5 & 20 West

City: *

State: *

ZIP Code: *

County: *

Canandaigua

New York

14424

Ontario

Please upload your list of multiple retail collection sites here (if applicable):

No File Selected

Please identify the current primary contact and mailing address (if different from above) for the electronic waste collection site:

Name: *

Title:

James

Fletcher

Phone Number: *

Extension:

E-mail: *

5853943300

2300

highway@townofcanandaigua.org

Please enter up to 12 numeric characters only

Mailing Address:

5440 Rt. 5 & 20 West

City:

State:

Postal (ZIP) Code:

Canandaigua

NY

14424

Would the electronic waste collection site like to list a secondary contact? *

☒ Yes

☐ No

Please identify the current secondary contact and mailing address for the electronic waste collection site:

Name: *

Title:

Courtney Aten

Senior Clerk

Phone Number: *

Extension:

Email: *

5853943300

2250

caten@townofcanandaigua.org

Please enter up to 12 numeric characters only

Mailing Address:

5440 Rt. 5 & 20 West

City:

State:

Postal (ZIP) Code:

Canandaigua

NY

14424

Is the current legal department contact the same as the primary contact? *

☒ Yes

☐ No

Did the site/facility charge consumers, other than business consumers or for the provision of a premium service, for the acceptance of covered electronic equipment? *

☐ Yes

☒ No

Important: All CEE weight accepted from any NYS consumer other than a business consumer at a charge for which the entity has not been provided a premium service, must be tracked separately from eligible program weight, and reported as ineligible program weight at the time of annual reporting.

Is the site/facility participating as a program partner in an electronic waste acceptance program?

☐ Yes

☒ No

Does the site/facility post on-site conspicuous signage no smaller than 8.5 inches by 11 inches, as well as on its website, if applicable, containing language that states, "For free and convenient electronic waste recycling options, please visit the NYS Department of Environmental Conservation's website at <https://www.dec.ny.gov/chemical/66872.html>?"

☒ Yes

☐ No

Important: Sites/facilities operating as program partners cannot charge consumers (except for business consumers) for the acceptance of any Covered Electronic Equipment and cannot in turn be charged by other program partners. Sites/facilities can charge consumers for the provision of premium services.

Electronic Waste Collected

Collection sites must separately report the weight of covered electronic equipment (CEE) accepted from NYS consumers that is eligible to be credited to manufacturers towards their acceptance standard goals from any ineligible weight. Please use the guidelines below to distinguish between eligible and ineligible program weight, and list those weights in the corresponding columns in the table below.

Eligible Program Weight

*All CEE weight accepted from any NYS consumer at no charge.

*All CEE weight accepted from any NYS business consumer at a charge.

*All CEE weight accepted from any NYS consumer at a charge, for which the consumer has been provided a premium service only.

Ineligible Program Weight

*All CEE weight accepted from any NYS consumer other than a business consumer at a charge for which the entity has not been provided a premium service.

Program Weight in pounds (of Computers; Computer peripherals (CRT); Computer peripherals (non-CRT); Small electronic equipment; Small scale servers; Televisions (CRT); Televisions (non-CRT);)

(if none, enter "0")

ELECTRONIC WASTE COLLECTED	QUANTITY COLLECTED - ELIGIBLE PROGRAM WEIGHT *	QUANTITY COLLECTED - INELIGIBLE PROGRAM WEIGHT *
Computers	2,304	0
Computer peripherals (CRT)	385	0
Computer peripherals (non-CRT)	7,959	0
Small electronic equipment	1,732	0
Small scale servers	98	0
Televisions (CRT)	12,875	0
Televisions (non-CRT)	13,811	0
Total	39,164	0

Electronic Waste Shipped Off-site

Please list the name, address, and registration number (if applicable), of each in-state or out-of-state electronic waste consolidation facility or recycling facility to which electronic waste was sent during this reporting period. Please also provide the quantity, again broken down by eligible and ineligible weight, of each type of electronic waste sent to each such facility.

Each person who owns or operates an electronic waste consolidation or recycling facility as defined in Section 27-2601 of the Electronic Equipment Recycling and Reuse Act, should already be registered with the Department. Electronic waste recycling facility registration numbers are available on the Department's website at: <http://www.dec.ny.gov/chemical/73670.html>. Electronic waste consolidation facility registration numbers may be requested via e-mail (ReTRAC.Ewaste@dec.ny.gov) or by telephone: (518) 402-8706.

Quantity (in pounds) of Eligible Weight Shipped Off-site (of Computers; Computer peripherals (CRT); Computer peripherals (non-CRT); Small electronic equipment; Small scale servers; Televisions (CRT); Televisions (non-CRT);)

1. (if none, enter "0")

Facility Name	Full Address	State	Registration#
Ewaste+	7318 Victor-Mendon Rd.	NY	00138

Computers *

2,304

Computer peripherals (CRT) *

	385
Computer peripherals (non-CRT): *	
	7,959
Small electronic equipment *	
	1,732
Small scale servers *	
	98
Televisions (CRT) *	
	12,875
Televisions (non-CRT): *	
	13,811

Total Pounds

39,164

Total

39,164

Quantity (in pounds) of Ineligible Weight Shipped Off-site (for Computers; Computer peripherals (CRT); Computer peripherals (non-CRT); Small electronic equipment; Small scale servers; Televisions (CRT); Televisions (non-CRT);)

1 . (if none, enter "0")

Facility Name	Full Address	State	Registration #
Ewaste+	7318 Victor-Mendon Rd.	NY	00138

Computers *	0
Computer peripherals (CRT) *	0
Computer peripherals (non-CRT) *	0
Small electronic equipment *	0
Small scale servers *	0
Televisions (CRT) *	0
Televisions (non-CRT) *	

Total Pounds

0

Total

0

Hazardous Waste Exemption

Electronic waste is potentially a hazardous waste. Electronic waste directed for recycling is exempted from regulation under the hazardous scrap metal exemption (6 NYCRR 371.1(g)(1)(iii)(b)), or excluded from regulation under the processed scrap metal exclusion (6 NYCRR 371.1(e)(1)(xiii)) provided that scrap metal will ultimately be reclaimed.

Completion of the Hazardous Waste Exemption portion of this annual report form satisfies the requirement to submit a "c7" notification to the Department pursuant to 6 NYCRR 371.1(c)(7), which states, in part: "Parties who raise a claim that a certain material is not a solid or hazardous waste, or is exempt or conditionally exempt from regulation, based on the intent to reclaim, recycle or reuse, must notify the department, in writing, before utilizing the exemption or exclusion."

Collection sites, consolidation facilities and recycling facilities must list the facility type, name, and address of each entity to which electronic waste will be sent in the table below. Recycling facilities must also list the entity type, name, and address of each scrap metal recycler and smelter to which electronic waste component materials will be sent.

This list of intended downstream vendors for the current program year must be kept current. This Hazardous Waste Exemption portion of the online registration and annual report must be updated within 30 days of an anticipated change in vendors.

It is unlikely that scrap metal recyclers or smelters will have registration numbers. In addition, registration numbers are not applicable for out-of-state facilities. Electronic waste recycling facility registration numbers are available on the Department's website at: <http://www.dec.ny.gov/chemical/73670.html>.

	FACILITY TYPE *	NAME *	ADDRESS *	CITY *	STATE *	COUNTRY *	POSTAL (ZIP) CODE *	REGISTRATION # (IF APPLICABLE)
1	Recycli...	Ewaste+	7318 Victor-Me	Victor	NY	United States	14564	00138

Electronic Waste Collection Site Certification

By completing and submitting the information below, I certify that the information provided on the annual report to which this certification applies is accurate and complete, and that this entity will comply with the requirements of New York State's Electronic Equipment Recycling and Reuse Act, all other applicable laws, rules and regulations. I also hereby affirm under penalty of law that the information provided in this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Name: *

James Fletcher

Date: *

02/14/2024

Title: *

Highway & Water Superintendent

Collection Site: *

Town of Canandaigua Transfer Sta

Registration #: *

00183

By checking the box next to "Sign Electronically," I hereby indicate my intent to electronically sign and submit this report, and that I have the authority to electronically sign this form on behalf of the collection site. *

Sign Electronically

Please note: If you do not wish to sign this form electronically, please contact the Department for a paper certification form to be signed and mailed in.

Created: Feb 14, 2024 at 02:54 PM EST

Jim Fletcher

highway@townofcanandaigua.org

Last Updated: Feb 14, 2024 at 02:57 PM EST

Jim Fletcher

highway@townofcanandaigua.org

ATTACHMENT 13

From: [Sarah Reynolds](#)
To: [Nadler, Christian](#)
Cc: [Kristin Smith](#)
Subject: FW: Property Guard
Date: Thursday, December 14, 2023 10:19:00 AM

Chris,
Kristin Smith, our Zoning Officer who is in charge of processing our Short Term Rental applications, has compiled a list of issues we have had with Property Guard this year. Please see below.

Sarah Reynolds

Town Planner
Town of Canandaigua

From: Kristin Smith <ksmith@townofcanandaigua.org>
Sent: Wednesday, December 13, 2023 1:27 PM
To: Sarah Reynolds <sreynolds@townofcanandaigua.org>
Subject: Property Guard

The service that Property Guard provides does not adequately identify non-compliant short-term rentals in the Town of Canandaigua.

The Town has issued forty permits in 2023, yet the advertised short term rental listings far exceed the number of issued permits. In the Town of Canandaigua, Airbnb website advertises over 200 listings, VRBO advertises roughly 50 listings, as well as additional listings on other websites such as Flipkey, Booking and Finger Lakes Premier Properties. Property Guard identifies 220 short term rental listings in the Town of Canandaigua, yet year to date they have only sent out 34 notices, three of which were duplicates. There have been errors with some of the notices such as transposed house numbers and incorrect property owners. Recently the Town has received notices for residents that have been mailed to Town Hall instead of the intended recipient. No notifications were sent out for the first 4 months of the year, and a nominal number were sent out during peak advertising months. The breakdown of sent notifications per month in 2023 are as follows:

January- 0

February- 0

March- 0

April- 0

May- 6

June- 3

July- 4

August- 6

September- 9

October- 2

November- 3

December- 1

During an hour-long investigation, Town staff discovered 11 advertised listings on the Airbnb website that are non-compliant. None of the 11 properties have received a notification from Property Guard.

The Canandaigua Permit Overview dashboard created by Property Guard is not useful. The dashboard contains incorrect property owners, incorrect permit expiration dates, duplicate information, and test listings created by Property Guard which skews the data.

Kristin Smith

Zoning Officer

Town of Canandaigua

(585)394-1120 X2241

ksmith@townofcanandaigua.org

PROPERTY GUARD, LLC
SUBSCRIPTION AND SERVICES AGREEMENT

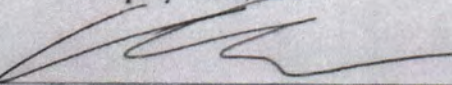
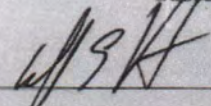
Company Name (Subscriber): Town of Canandaigua	Effective Date (Day/Month/Year): 08/16/2021
Mailing Address: 5440 Route 5 & 20 West Canandaigua, NY 14424	Email Address: sbonshak@townofcanandaigua.org
Phone Number: 585-394-1120	Billing Contact/Address: Kate Silverstrim-Jensen / same as mailing address
Principle Contact: Shawna Bonshak, Town Planner	Billing Email: ksilverstrim@townofcanandaigua.org

THIS SUBSCRIPTION AND SERVICE AGREEMENT (the "Agreement") is entered into as of the date set forth above by and between Property Guard, LLC, a Texas Limited Liability Company with its primary business address at 4144 N. Central Expy, Suite 580, Dallas, TX 75204 ("Property Guard") and the Subscriber identified above (the "Subscriber").

Property Guard has developed a short-term rental platform that is designed to identify short term rental data related to the applicable federal, state, county and city short term rental requirements for specific geographical locations (addresses) and return applicable data to Subscriber. Property Guard will not perform any searches related to the determination of the address being actively listed on any short term rental websites and will not make a determination if the address is in violation of any requirements discovered as a result of the data request.

Subscriber wishes to engage Property Guard and Property Guard hereby agrees to provide such services as described more particularly in Exhibit A pursuant to the terms of this Agreement, which includes this cover page, the attached Subscriber Terms and Conditions, and any applicable exhibits and/or schedules.

WHEREFOR, the parties agree to the terms hereof and have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Property Guard, LLC	Subscriber:
By: 	By: 
Print Name: <u>Adon Rose</u>	Print Name: <u>Douglas E. Finck</u>
Title: <u>CEO</u>	Title: <u>Town Manager</u>
	<u>per Reso # 2021-189</u>

Subscriber Terms and Conditions

1. DEFINITIONS

1.1. **"Property Guard System"** shall mean Property Guard's and its licensors' and suppliers' software, computer software, systems and networks used to host and provide the Property Guard Services.

1.2. **"Property Guard Services"** means Property Guard's web-based services as described in Exhibit A.

2. SERVICES

2.1. **Services.** During the Term of this Agreement, Property Guard will provide the Property Guard Services to Subscriber for its operations.

2.2. **Changes to Services.** Property Guard reserves the right to make changes to the Property Guard Services. Property Guard shall not delete material services or make changes which would cause a material increase in cost or method of doing business without prior notice.

3. PRICE AND PAYMENT

3.1. **Fees.** Subscriber shall pay Property Guard the costs and fees for the Property Guard Services according to the schedule as set forth on Exhibit B. Property Guard may change its fees at any time with 90 days prior written notice to Subscriber, provided that Property Guard may not increase its fees any earlier than 12 months after the Effective Date.

3.2. **Payment Terms.** All subscriptions are invoiced on an annual basis. All fees and expenses are invoiced on a Net 30 basis. Overdue amounts shall incur interest at the lesser of 1.5% per month or the highest rate allowed under applicable law. Subscriber agrees to pay all costs of collection, including any legal fees and expenses incurred by Property Guard in connection herewith. Without limitation to any other remedy that may be available to it, Property Guard reserves the right to either suspend or terminate this Agreement without further notice if payment owed is more than fifteen (15) calendar days late.

3.3. **Taxes.** Subscriber shall be responsible for any taxes related to use of the Property Guard Services, except for taxes on income of Property Guard. Subscriber shall promptly reimburse Property Guard for any such taxes which Property Guard is required by any taxing authority to pay.

4. CLIENT OBLIGATIONS

4.1. **Rent Roll or Roster.** Subscriber agrees to provide Property Guard with active and current rent roll or resident roster, containing first and last name, address, city, state and zip, every 30-days, or as requested by Property Guard.

4.2. **Restrictions.** No right or license is provided to any software or code of Property Guard, other than a license to use the Property Guard Services in accordance with the terms hereof. All other rights are retained by Property Guard.

4.3. **Non-exclusive License.** Unless otherwise agreed in writing signed by Property Guard, by submitting content directly through the Property Guard System or suggesting any ideas or feedback (collectively, "Materials"), Subscriber hereby grants to Property Guard a royalty-free, perpetual, irrevocable, fully transferable, sublicensable, nonexclusive right and license to use, access, store,

copy, modify, re-post, rearrange, display, distribute, reproduce, perform, create derivative works from, and otherwise use and exploit all such Materials in any form, media, software or technology of any kind now existing or developed in the future and the right to sublicense the foregoing rights through multiple tiers without compensation to Subscriber.

5. TITLE TO INTELLECTUAL PROPERTY

5.1. **Title to Property Guard Intellectual Property.** The Property Guard Services and all related intellectual property (including any additions or modifications made for Subscriber) are copyrighted works and contain trade secrets and Confidential Information of Property Guard. Property Guard retains all right, title, and interest in and to all of its Property Guard Services and any documentation, and all copyright, trade secret, patent and other intellectual property rights therein. Subscriber is not granted any right, license, or interest in any of the foregoing except as set forth herein.

5.2. **Trademarks and Trade Dress.** Property Guard owns the trademarks to "Property Guard" and all trade dress ("Marks"). Subscriber owns the rights to all trademarks, logos, content, and trade dress ("Marks") provided to Property Guard. Subscriber grants Property Guard and its affiliates a limited right and license to use its Marks in connection with the provision of Property Guard Services to Subscriber and to list Subscriber as a customer on the Property Guard website and in its marketing materials. Each party shall comply with any display guidelines and usage restrictions provided by the other party. Neither party is granted any license to use the Marks of the other except as provided herein.

6. INTELLECTUAL PROPERTY INDEMNITY

6.1. **Indemnity by Property Guard.** As set forth below, Property Guard shall indemnify Subscriber for any costs, losses or damages suffered by Subscriber arising out of any third party claim that the Property Guard Services, Property Guard System, or any materials, documentation, or trademarks of Property Guard infringes any intellectual property right of any third party, or that Property Guard has violated any law in the provision of the Property Guard Services. If the Property Guard System is found to infringe any third party's intellectual property rights for which indemnification is provided hereunder, then Property Guard may either modify the Property Guard System such that they are no longer infringing, obtain a license from the third party to allow Subscriber to continue to use the Property Guard Services, or terminate this Agreement and refund a portion of Subscriber's fees based on a straight line depreciation over the first 12 months of this Agreement. THIS SECTION STATES PROPERTY GUARD'S ENTIRE OBLIGATION TO SUBSCRIBER AND SUBSCRIBER'S ENTIRE REMEDY WITH RESPECT TO MATTERS OF TITLE OR ANY CLAIM OF INFRINGEMENT THEREOF.

6.2. **Indemnity by Subscriber.** Subscriber shall indemnify, defend and hold harmless Property Guard for any costs, losses, or damages suffered by Property Guard arising out of any third party claim that any Marks, logos, copy, content or other property provided by Subscriber to Property Guard for inclusion by

Property Guard infringes any intellectual property or other right of any third party.

7. OWNERSHIP AND USE OF SUBSCRIBER DATA.

7.1. Property Guard's Rights. All data resulting from the Property Guard System becomes a part of Property Guard's global database. Property Guard shall own such database and may use such data in any fashion, including in PropertyGuard.io marketing initiatives, but will not use specific data acquired hereunder in any personally identifiable fashion. Property Guard shall not provide any identifiable information to any other Property Guard subscriber or to any other third party, other than (i) subcontracted service providers for the purpose of providing the Property Guard Services to Subscriber under the direction and control of Property Guard and binding obligations of confidentiality and (ii) any successor in interest to Property Guard's business or assets. Property Guard shall keep and use such information in accordance with its privacy policies, applicable law and the restrictions set forth herein.

7.2. Personally Identifiable Information. Each party shall use commercially reasonable efforts to secure all personally identifiable information which is obtained as a result of the use of the Property Guard Services. Each party shall immediately notify the other of any breach or loss of such information, and provide such assistance as necessary to comply with all legal notice and remediation requirements, and shall indemnify and hold the other party harmless from any third-party claims arising out of any security breach or loss of personally identifiable information.

8. WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY

8.1. Warranty. Property Guard warrants that the Property Guard Services shall be provided in accordance with the descriptions on Exhibit A. Property Guard does not warrant that the Property Guard System will operate without interruption or be error-free. Property Guard will use commercially reasonable efforts to correct any defect or error identified by Subscriber.

8.2. DISCLAIMER. EXCEPT AS PROVIDED IN SECTION 8.1, THE PROPERTY GUARD SERVICES AND THE INFORMATION, SOFTWARE, PRODUCTS ASSOCIATED WITH IT ARE PROVIDED "AS IS." WE AND/OR OUR SUPPLIERS, LICENSORS, PARTNERS AND AFFILIATES DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE SERVICES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. USE OF OUR SERVICES IS AT YOUR OWN RISK. WE AND/OR OUR SUPPLIERS, ARE NOT LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH US, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT,

TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8.3. LIMITATION OF LIABILITY. PROPERTY GUARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGES BASED ON LOSS OF PROFIT, LOSS OF DATA OR COMPUTER TIME, OR ALTERATION OR ERRONEOUS TRANSMISSION OF DATA, EVEN IF PROPERTY GUARD IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. PROPERTY GUARD'S TOTAL LIABILITY TO SUBSCRIBER UNDER ANY PROVISION OF THIS AGREEMENT OR FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES RELATING TO THE PROPERTY GUARD SERVICES (WHETHER BASED ON TORT, CONTRACT, OR OTHERWISE), EXCLUDING CLAIMS BASED ON WILLFUL MISCONDUCT OF PROPERTY GUARD SHALL BE LIMITED TO THE AMOUNT PAID BY SUBSCRIBER TO PROPERTY GUARD WITHIN THE PRIOR 12 MONTH PERIOD FOR THE SERVICES GIVING RISE TO THE LIABILITY. EACH OF THE PARTIES RELIED ON THIS LIMITATION IN ENTERING INTO THIS AGREEMENT.

8.4. Remedy for Default. If Property Guard fails to fulfill its obligations under this Agreement, Subscriber's exclusive remedy shall be the right to terminate this Agreement, except as may be specifically provided herein.

9. CONFIDENTIAL INFORMATION

9.1. Confidential Information. Confidential Information means any competitively sensitive or secret business, marketing, or technical information of Property Guard or Subscriber, including the terms of this Agreement as well as the contents of the Property Guard Services. Confidential Information shall not include information which is (i) readily ascertainable from public sources (other than as a result of a breach of confidentiality hereunder), (ii) independently developed by the receiving party without reliance on any Confidential Information of the disclosing party, or (iii) obtained from a third party who created or acquired such information without reliance on the Confidential Information.

9.2. Confidentiality. Each party shall maintain the confidentiality of the Confidential Information of the other. Each party shall not permit or authorize access to, or disclosure of, the Confidential Information of the other party to any person or entity other than employees, agents, representatives, service providers or advisors who have a "need to know" such information in order to enable the receiving party to exercise its rights or perform its obligations under this Agreement and are under similar obligations of confidentiality. Either party may disclose portions of the Confidential Information of the other to governmental authorities if such disclosure is required by applicable law or court order, provided the party required to make such disclosure notifies the other party of before such disclosure occurs to allow the other party to seek such protection as may be available.

10. TERM AND TERMINATION

10.1. Term and Termination for Convenience. This Agreement shall commence on the Effective Date, continue for one year and automatically renews for additional one year terms. At the end of the initial term of one year, either party may terminate this Agreement by providing written notice of termination to the other party, ninety (90) days from the end of the then current term. Subscriber may cancel at any time with sixty (60) days' notice. In the event of cancellation, Subscriber is not entitled to a refund for any portion of unused term.

10.2. Termination for Breach. Either party may terminate this Agreement upon the other party's material breach of any provision of this Agreement if the breaching party has not initiated adequate steps to cure such breach within 30 days following written notice of such breach by the non-breaching party.

10.3. Result of Termination by Property Guard. If this Agreement is terminated by Property Guard under Section 10.2, Property Guard may immediately terminate Subscriber's use of the Property Guard Services.

10.4. Survival. All obligations with respect to the ownership and protection of intellectual property rights shall survive any termination of this Agreement.

11. MISCELLANEOUS

11.1. Relationship of the Parties. Property Guard is an independent contractor and nothing herein is intended to create a partnership or joint venture relationship.

11.2. Assignment. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except (i) to a subsidiary or affiliate or any successor in interest to all or substantially all of its business or assets, or (ii) with the written consent of the other party.

11.3. Governing Law. The laws of the State of Texas shall govern this Agreement. The parties shall bring any legal action hereunder in the courts located in Dallas County, Texas. Any party determined to be in breach of this Agreement will pay the reasonable attorney fees of the party not in breach. The parties irrevocably waive their right to a jury trial for any matter related to this Agreement.

11.4. Class Action/Jury Trial Waiver. THE PARTIES AGREE THAT, BY ENTERING INTO THIS AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

11.5. Rights Not Exclusive. No right or remedy of either party provided hereby shall be exclusive of any other right or remedy.

11.6. No Waiver. No failure of either party to exercise any of its rights under any provision of this Agreement or waiver of any breach of the terms of this Agreement by the other party shall be construed as waiver of such rights or of any other breach of the same or any other provision hereof. THE PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

11.7. Entire Agreement. The parties agree that this Agreement, and all exhibits and attachments hereto, contains the entire agreement between the parties concerning the subject matter hereof.

11.8. Amendment Waiver. This Agreement may not be amended or altered and no rights shall be deemed waived unless such amendment or waiver is set forth in writing and executed by all parties hereto.

11.9. Severability. If any provision of this Agreement should be held to be invalid, illegal or unenforceable, then such provision shall be construed in such a way as to make such provision enforceable, or this Agreement shall be construed as if such provision had never been contained herein, and such invalidity, illegality or unenforceability shall not affect any other provision hereof.

11.10. Force Majeure. Neither party shall be in default by reason of any failure in the performance of this Agreement (other than a failure to make payment when due or to comply with restrictions upon the use of any confidential information or trade secrets) if such failure arises out of any act, event or circumstance beyond the reasonable control of such party, whether or not otherwise foreseeable. The party so affected will resume performance as soon as reasonably possible. Property Guard shall not be responsible for telecommunications or internet failures.

11.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which when taken together shall constitute one complete instrument.

11.12. Notices. All notices hereunder shall be in writing and delivered by registered mail, overnight courier, or email to the address and addressee provided by each party from time to time.

Exhibit A

Description of Services

Services

Property Guard's Services include the following:

Continuously monitor the short-term rental listings within a predefined municipal boundary and provide real time updates on all available activity.

As part of this monitoring service, the following are provided:

- **LISTING VALIDATION:** includes automated and manual searching of listings, Talos automated scoring criteria, and manual review of listings to determine address and host name based on up to 20 different short term rental sites (to be determined in conjunction with the Town as part of setup process).
- **COMPLIANCE:** includes ingestion of permitting data (provided by residents or Town) and comparison of permits to validated listings. This also includes collection of permit fees by credit card. Collection or remittance of tax fees are not included in this estimate. A public facing registration site to be provided to the Town (requirements to be determined as part of setup process).
- **NOTIFICATION/REPORTING SYSTEM:** includes unlimited dashboard access for users as well as email and letter notification services to residents and short-term rental providers (content to be finalized as part of setup process). Letters are sent via USPS First Class mail and all mail scans are tracked and stored and available upon request.
- **SUPPORT:** The town will be provided with an email address (24/7) and phone number (standard business hours) of a US-based dedicated support employee.
- **SETUP** (one time): ingestion and formatting of county parcel data, employee training and onboarding, final permitting and reporting customization, etc.

Exhibit B

Subscription Fees for Services

Setup	
One-Time Setup Fee	Subtotal
	\$2499

Annual Monitoring	
Annual Monitoring Fee	Subtotal
	\$7500

Summary		
Monitored Websites	Item	Cost
Airbnb.com Homeaway.com vrbo.com Up to 20 additional sites as defined by Subscriber	One-Time Setup	\$2499
	Annual Monitoring	\$7500
	Total	\$9999

ATTACHMENT 14

Company Name	Granicus	Deckard Tech	Property Guard
Base Cost (annual)	\$5,522.40	\$3,000.00	N/A
Outreach only	\$7,831.60	\$6,000.00	\$7,500.00
Complaints only	\$7,329.60	\$6,500.00	N/A
Outreach and Complaints	\$9,638.80	\$9,000.00	N/A
identification of STR listings (base service)	<p>includes:</p> <ul style="list-style-type: none"> - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance 	<p>Identify property address Identify property owner address Estimated 90 properties 1 0,000+ Websites monitored Daily, worldwide Daily Monitoring of all Calendar Activity Real-time Reporting of all New Listings FutureCast™ - Identify future bookings as they are made on the rental platform Automatic identification of violations Reporting & analysis dedicated account manager training sessions included</p>	Identify listings
Service Cost	\$5,522.40	\$3,000.00	\$7,500.00
outreach/notification of non-compliance (add-on)	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:</p> <ul style="list-style-type: none"> - Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement 	<p>Letter campaign to inform STR owners/hosts about compliance requirements and procedures All letter templates will receive Town approval pre-campaign Campaign includes one Introductory letter and two additional escalation letters</p>	<p>Letter campaign to inform STR owners/hosts about compliance requirements and procedures Currently Not providing this service to the Town</p>
Service Cost	\$2,309.20	\$2,500.00	(included in base cost)
complaint/hotline portal (add-on)	<p>This product includes:</p> <ul style="list-style-type: none"> - Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint 	<p>24/7 US based bi-lingual Call Center with live agents - Classic (see Pg 1 2 for Detail Information) Online complaint form (Complaint Form only \$2,000)</p>	N/A
Service Cost	\$1,807.20	\$3,500.00	N/A
Total Cost	\$9,638.80	\$9,000.00	\$7,500.00

Granicus Proposal for Canandaigua NY

ORDER DETAILS

Prepared By: Kester Bonsu
Phone:
Email: kester.bonsu@granicus.com
Order #: Q-313681
Prepared On: 23 Jan 2024
Expires On: 08 Mar 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$5,522.40
24/7 Hotline	Annual	1 Each	\$1,807.20
Compliance Monitoring	Annual	1 Each	\$2,309.20
SUBTOTAL:			\$9,638.80

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint

Solution	Description
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-313681 dated 23 Jan 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Canandaigua NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-313681 dated 23 Jan 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Canandaigua NY	
Signature:	
Name:	
Title:	
Date:	

Host Compliance

Comprehensive Short-Term Rental Compliance Monitoring Solution for Government



INDUSTRY FACT:

1.6M+

unique rental units in the US

“ We’re able to stick with the staffing we’ve had because Host Compliance does the lion’s share of the short-term rental enforcement work.”

– Jon Michael, Metro Zoning Administrator, Nashville, Tennessee

Challenges

The number of short-term vacation rental listings, through websites such as Airbnb, has grown 15x since 2011. Without strategic regulations and effective enforcement, short-term vacation rentals can bring safety, noise, trash, and parking problems – as well as impact long-term housing affordability and neighborhood character.

Many communities struggle to define and enforce regulations that preserve community character and keep neighborhoods safe while ensuring revenue collection. Manually identifying and monitoring short-term vacation rentals as they continue to grow in number is nearly impossible.

What If You Could...

- ✓ **Understand the scale and scope** of short-term rentals in the community and hold non-compliant hosts accountable?
- ✓ **Recoup critical revenue** that would be lost to non-compliance?
- ✓ **Establish an even playing field** for all types of lodging businesses and reduce the impact on community character?

Trusted, Comprehensive STR Compliance Monitoring

Using AI and machine-learning, Granicus Host Compliance provides the data that manual enforcement solutions cannot, reduces the hours spent managing compliance, and provides up to 20 times return on investment with recouped tax, permit, and fee revenues.

FEATURES & SERVICES:

Address Identification

Monitor 60+ vacation rental websites through big data & artificial intelligence

Compliance Monitoring

Automate identifying non-compliant properties and streamline outreach efforts related to non-compliance.

Mobile Permitting & Tax Collection

Customize registration & tax collection processes and make them accessible online.

24/7 Hotline

Allow neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.

Rental Activity Monitoring

Automatically initiate audits of operators who under-report taxes or exceed regulations.

Consulting Services

Draw on the deep experience of our team working with hundreds of cities, counties, and state governments.

“Nobody had an all-in-one solution like Granicus’ Host Compliance software.”

- Zak Kelley, Special Project Manager, Nashville, Tennessee

GET INSPIRED

See more customer successes



With Host Compliance You Can...

- ✓ **Get the visibility you need** to better understand your STR listings quickly and cost-effectively.
- ✓ **Recover up to 20x more revenue** from the STR market by increasing regulatory tax and permit compliance.
- ✓ **Save staff time** by automating time-intensive tasks like monitoring STR platforms and communicating with non-compliant properties.
- ✓ **Make auditing financially viable** through smarter identification of operators who under-report taxes or exceed rental frequency and rental-cap regulations.

Customer Success



Nashville attracts millions of visitors each year. As a result, Nashville’s STR market exploded to support the increase in tourism. Suddenly, the famous honky-tonks weren’t the only hosts to late night parties — so were STRs.

Granicus’ Host Compliance software addressed all of Nashville’s pain points. Not only did it provide high rates of address identification, but it provided an all-in-one solution for communicating with hosts and providing an online portal for them to register and pay taxes.



90%+

compliance among STRs



\$2.8M

increase in collected tax first year



5,700

STR units



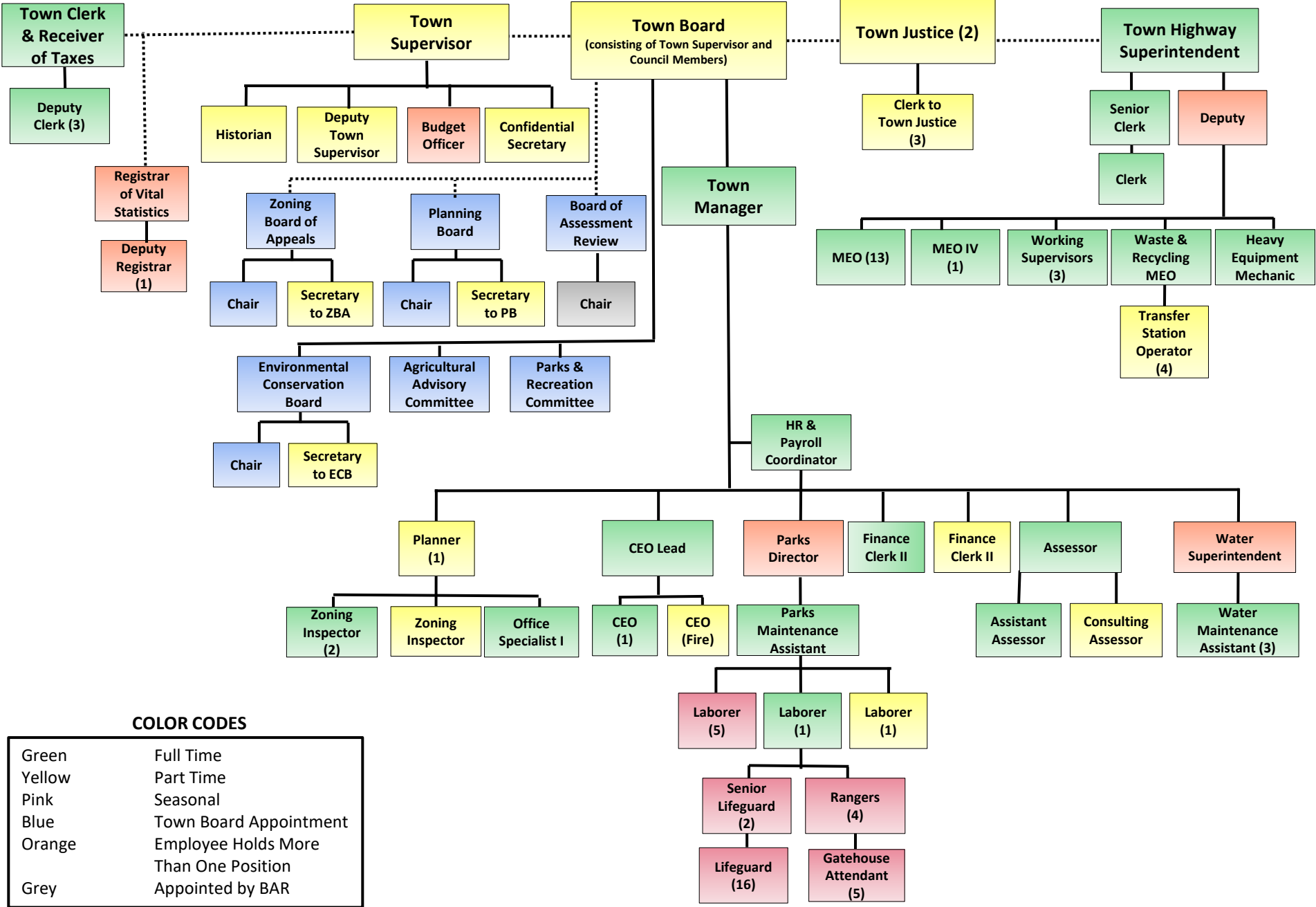
10X

Return on investment using Host Compliance

More than 5,500 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.

ATTACHMENT 15

TOWN OF CANANDAIGUA ORGANIZATIONAL CHART



ATTACHMENT 16

	Sobus Estate Services LLC	Mentis Landscape and Property Maintenance	Cardinal Lawn & Landscape	White Boyz
Parks/Town Hall Campus				
Blue Heron Park	\$ 1,980.00		\$ 442.00	\$323.94
Leonard Pierce Park	\$ 754.00		\$ 205.00	\$100.35
Richard Outhouse Park	\$ 2,462.00		\$ 442.00	\$482.36
Motion Junction	\$ 565.50		\$ 280.00	\$120.00
McJannett Park	\$ 377.00		\$ 102.00	\$87.35
West Lake Schoolhouse	\$ 235.62		\$ 102.00	\$87.35
Miller Park	\$ 2,262.00		\$ 277.00	\$323.94
Old Brookside	\$ 659.75		\$ 195.00	\$100.35
Peanut Line	\$ 565.50		\$ 102.00	\$58.24
Town Hall	N/A		\$ 370.00	\$160.35
Total (Per Mow cycle)	\$ 9,861.37	\$ 3,900.00	\$ 2,517.00	\$1,844.23
x 26	\$ 256,395.62	\$ 77,220.00	\$ 60,480.00	\$47,949.98

Cemeteries				
Tilton			\$ 95.00	\$58.24
Cooley			\$ 95.00	\$58.24
Sandhill			\$ 165.00	\$58.24
Woolhouse			\$ 125.00	\$58.24
Remington			\$ 200.00	\$58.24
Lucas			\$ 95.00	\$58.24
Academy			\$ 200.00	\$60.97
Total (Per mow cycle)		\$ 500.00	\$ 975.00	\$410.41
x 26		\$9,900 (For the season)	\$ 23,400.00	\$10,670.66

Professional references	N	Y	Y	Y
				Toro-Cero Turn John Deere 960 M-zero turn 2 John Deere stand behind John Deere walk behind Toro walk behind 2-Push mowers 3 Leaf blowers 3 weed trimers 2 hedge trimmers
Equipment	N	6 trucks 3 trailers 6 commercial mowers	3- Zero Turns 2- 11ft batwing mowers	4 Employees
# of employees	N	6 FT	3-5 Employees	Y
Cert. of Liability Ins.	N	Y	Y	Y
Worker's comp Ins.	N	Y	Y	Y
Non-collusive statement	N	Y	Y	Y

June 2023 Bid Tabulation -- Janitorial Services

Prospective Vendor	Proposed Cost	Length of Proposed Contract
MWBE Constructors	\$302,250	2-Year Contract
NYSID	\$69,324.86	1-Year Contract

6/2/2023 Decided to hire Park Laborer to clean Town Hall and Highway Facility

ATTACHMENT 17

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into between Sarah Reynolds, 7390 Wind Rush Drive, Canandaigua, NY 14424 (the "Employee") and the Town of Canandaigua, 5440 NYS Route 5&20W, Canandaigua, NY 14424 (the "Employer") on this 21 day of August, 2023.

1. Employment Position and Duties

The Employer hereby employs the Employee as a Part-Time Planner. The Employee agrees to perform all duties and responsibilities associated with the position to the best of their abilities and in accordance with applicable laws, regulations, and policies.

2. Terms of Employment

2.1 The Employee shall be employed on a part-time basis and shall work not less than 55 hours every pay period (two weeks) unless otherwise agreed upon by both parties.

2.2 The Employee shall be paid a rate of \$39.62 per hour ~~'s annual salary for the Position shall be \$55,000 (Fifty Five Thousand Dollars) per year~~ plus a 3% increase each January 1st. The salary shall be subject to applicable tax withholdings and deductions as required by law and shall be paid on a regular pay schedule determined by the Employer.

2.3 The Employee shall be entitled to any applicable benefits as outlined in the Town of Canandaigua, NY employee handbook or policies, subject to the terms and conditions set forth therein.

3. Term and Termination

3.1 This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with the terms herein.

3.2 Either party may terminate this Agreement at any time and for any reason by providing written notice to the other party.

3.3 In the event of termination, the Employee shall be entitled to receive all compensation and benefits accrued up to the date of termination.

4. Work Hours

The Employee shall work not less than 55 hours every pay period, which is equivalent to two weeks, in accordance with the Employer's established work schedule. The

specific work schedule shall be determined by mutual agreement between the Employee and the Employer.

5. Benefits

As a part-time employee, the Employee shall be entitled to the following benefits:

- Paid Holidays at a rate of six hours per paid holiday.
 - Vacation time (paid time off at a rate of two weeks per year).
 - Floating holidays (paid time off at a rate of four days per year).
 - Personal days (paid time off at a rate of two days per year).
 - Participation in any employee benefit plans or programs offered by the Employer to part-time employees, subject to the terms and conditions of such plans or programs.
- As a part-time employee the employee is not eligible for medical insurance programs or buyouts in accordance with Town of Canandaigua policies.

6. Confidentiality and Non-Disclosure

During the term of employment and thereafter, the Employee shall maintain the confidentiality of all confidential and proprietary information belonging to the Employer. The Employee shall not disclose, directly or indirectly, any such information to any third party without the prior written consent of the Employer.

7. Termination

Either party may terminate this Agreement at any time by providing written notice to the other party. Upon termination, the Employee shall be entitled to any unpaid salary or benefits earned up to the date of termination.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Employee and the Employer and supersedes all prior oral or written agreements, understandings, or representations.

IN WITNESS WHEREOF, the Employee and the Employer have executed this Employment Agreement as of the day and year first above written.

Employee:

Employer:

Sarah Reynolds

~~Town Manager~~ Town Supervisor

Town of Canandaigua, NY

August 21, 2023

Amended February 26, 2024

ATTACHMENT 18

January 31, 2024

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



RE: AMP ENERGY SOLAR – 2890 COUNTY ROAD 10
EROSION CONTROL & LANDSCAPING SURETY ESTIMATE REVIEW
TAX MAP NO. 84.00-1-17.200
CPN No. 23-059
MRB PROJECT No.: 0300.12001.000 PHASE 338

Dear Mrs. Laske,

Please be advised that MRB has completed a review of the submitted Engineers Estimate for Erosion Control & Landscaping received by the Town of Canandaigua on January 29, 2024, for the ASA Canandaigua Solar (AMP Energy) project prepared by Colliers Engineering & Design.

Based on our review, the items, quantities and unit prices identified in the Engineers Estimate are consistent with the approved plans and private contractor pricing respectively. Therefore, we recommend that the Engineers Estimate be approved in the amount of **\$182,065.00**. A copy of the Applicant's Engineers Estimate is enclosed for your file.

Please note that the original surety documentation regarding the establishment of the Engineers Estimate for Erosion Control & Landscaping is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

Any questions and/or comments you may have in this regard, please feel free to contact us at your earliest convenience.

Sincerely,



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

C Jared Simpson, Town Supervisor
Sarah Reynolds, Town Planner
Jim Fletcher, Highway and Water Superintendent
Michael Murphy, Code Enforcement Officer
Kristen Smith, Zoning Officer
Michael Warner, Zoning Officer
Amber Hall, Pure Sky Energy



Engineering & Design

Erosion Control

Description	Qty	Unit	Unit Price	Total
Silt Fence (Installation, Maintenance, and Removal)	2,098	per LF	\$4	\$8,917
Permenant Seeding	16	Per AC	\$4,840.00	\$77,440
Subtotal - Erosion Control				\$86,357

Landscaping

Description	Qty	Unit	Unit Price	Total
Landscaping Trees	307	LS	\$250	\$76,750
Tree Clearing	0.29	per AC	\$8,300	\$2,407
Subtotal - Landscaping				\$79,157
Total Construction Cost				\$165,514

Summary

Total Construction Cost	\$165,514
Contingencies (10%)	\$16,551
Total Amount for Erosion Control	\$182,065

Crystelyn Laske

From: CHRIS NADLER <cnadler@cnadlerlaw.com>
Sent: Friday, February 16, 2024 10:50 AM
To: Crystelyn Laske
Subject: Re: AMP ENERGY SOLAR - Bond and Resolution approval needed

Importance: High

Crystelyn,

These look good to me! You should attach the actual decommissioning bond paperwork to the agenda for that resolution. Do we actually have a check from them for the soil erosion control?

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject: AMP ENERGY SOLAR - Bond and Resolution approval needed
Date: 2024-02-16 15:31
From: Crystelyn Laske <claske@townofcanandaigua.org>
To: "cnadler@cnadlerlaw.com" <cnadler@cnadlerlaw.com>

Good morning Chris,

Please see attached and confirm that the performance bond is acceptable. I've also included the resolutions, if you would please review them as well and let me know if they look ok, that would be great. The sooner you can do this the better as it is on the agenda for the 26th.

Thank you!

Crystelyn Laske

Town Clerk-Receiver of Taxes

Town of Canandaigua

5440 Route 5 & 20 West

Canandaigua NY 14424

Office: 585-394-1120 Ext 2258

Fax: 585-394-9476

ATTACHMENT 19

January 31, 2024

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

RE: AMP ENERGY SOLAR – 2890 COUNTY ROAD 10
DECOMMISSIONING SURETY ESTIMATE REVIEW
TAX MAP No. 84.00-1-17.200
CPN No. 23-059
MRB PROJECT No.: 0300.12001.000 PHASE 338

Dear Mrs. Laske:

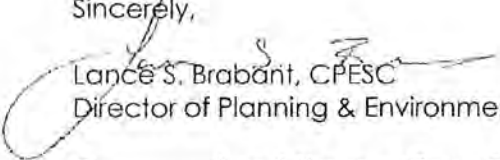
MRB has completed a review of the submitted Decommissioning Surety Estimate regarding the above referenced project, received by the Town of Canandaigua on January 29, 2024 and prepared by Colliers Engineering & Design.

Based on our review, the items, quantities and unit prices identified in the Decommissioning Surety Estimate are consistent with the approved plans and private contractor pricing respectively. Therefore, we recommend that the Decommissioning Surety Estimate be approved in the amount of **\$797,347.00**. A copy of the Decommissioning Surety Estimate is enclosed for your file.

Please note that the original Decommissioning Surety documentation regarding the establishment of the Decommissioning Surety Estimate is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

If you have any questions, comments or concerns regarding any of the above comments please contact me.

Sincerely,



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

C

Jared Simpson, Town Supervisor
Sarah Reynolds, Town Planner
Jim Fletcher, Highway and Water Superintendent
Michael Murphy, Code Enforcement Officer
Kristen Smith, Zoning Officer
Michael Warner, Zoning Officer
Amber Hall, Pure Sky Energy

County Road 10 Solar Farm

Description	Quantity	Unit	Unit Price	Total
Remove Wire Racking	4	Per MW	\$1,500	\$ 6,000.00
Remove Panels	7,000	Each	\$0.50	\$ 3,500.00
Dismantle Racks	150	Each	\$125	\$ 18,750.00
Remove Electrical Equipment	5	Each	\$1,500	\$ 7,500.00
Remove Utility Poles & Wires	1	Lump Sum	\$5,000	\$ 5,000.00
Breakup and Remove Concrete Pads	2	per Pad	\$2,625	\$ 5,250.00
Remove Racks	5	Each	\$3,150	\$ 15,750.00
Remove Cables	12,200	Per LF	\$0.48	\$ 5,856.00
Remove Posts or Ground Screws	4	per MW	\$6,300	\$ 25,200.00
Remove Wire Mesh Fence	3,834	per LF	\$3	\$ 11,502.00
Remove Gravel Road	23,000	per SF	\$0.79	\$ 18,170.00
Earthwork & Grading to Restore to Original Contours	2	per CY	\$12,500	\$ 25,000
Seed Disturbed Areas	53,000	per SF	\$0.40	\$ 21,200.00
Remove Panels	1	Lump Sum	\$8,000	\$ 8,000.00
Disposal and Transportation to Recycling Center 1	1	Lump Sum	\$7,500	\$ 7,500.00
E&S Controls (Installation, Maintenance and Removal) & Environmental Monitoring	1	Lump Sum	\$5,000	\$ 5,000.00
Contractor Mobilization & Demobilization	1	Is	\$5,000.00	\$ 5,000.00
Re-Grading, Soil Restoration and Decompaction	2	Each	\$30,000	\$ 60,000
Removal of Vegetative Screening	1	Lump Sum	\$150,000	\$ 150,000
SWPPP Preparation and Permitting	1	Lump Sum	\$2,000	\$ 2,000.00
SWPPP Inspections and File Notice of Termination	1	Lump Sum	\$2,000	\$ 2,000.00
Decommissioning Cost – Current Total				\$408,178
Decommissioning Cost After 30 Years				\$724,861
10% Contingency				\$72,486
Total:				\$797,347



Eric Redding, PE

County Road 10 Solar Farm

Decommissioning Bond Value with Escalation Rate of 2%	
Year	Amount
1	\$408,178
2	\$416,342
3	\$424,668
4	\$433,162
5	\$441,825
6	\$450,661
7	\$459,675
8	\$468,868
9	\$478,246
10	\$487,810
11	\$497,567
12	\$507,518
13	\$517,668
14	\$528,022
15	\$538,582
16	\$549,354
17	\$560,341
18	\$571,548
19	\$582,979
20	\$594,638
21	\$606,531
22	\$618,662
23	\$631,035
24	\$643,656
25	\$656,529
26	\$669,659
27	\$683,052
28	\$696,714
29	\$710,648
30	\$724,861



PERFORMANCE BOND

Form to be Used When Bonding Only One Year
of a Multi-Year Contract

Bond No.: 800170853

KNOW ALL MEN BY THESE PRESENTS: That, ASA Canandaigua NY Solar, LLC
(hereinafter called Principal), as Principal, and Atlantic Specialty Insurance Company
a corporation duly organized under the laws of the State of
New York and duly authorized and licensed to do business in the
State of New York (hereinafter
called Surety), as Surety, are held and firmly bound unto Town of Canandaigua (hereinafter
called the Oblige), as Oblige, in the full and just sum of Seven Hundred Ninety Seven Thousand Three Hundred Forty Seven Dollars and No/100 DOLLARS,
(\$ 797,347.00) to the payment of which sum, well and truly to be made, the said Principal and Surety
bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Oblige
dated February 9, 2024 for 2890 County Road 10, Canandaigua, NY
for a period of 30 years which contract is hereby referred to and made a part hereof
as fully and to the same extent as if copied at length herein, and

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract **for a period of
only one year.**

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the
Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning February 10, 2024 and ending February 10, 2025.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be
liable only for the loss to the Oblige for actual excess costs of performance of the contract up to the expiration of the
term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.

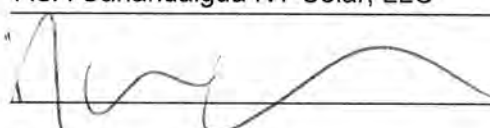
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligor recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this 10th day of February 2024.



Witness

ASA Canandaigua NY Solar, LLC

BY: 

ITS: Principal



Witness John O'Keefe

Atlantic Specialty Insurance Company

BY: 

Attorney-In-Fact Olivia Spada

State of Connecticut }
County of Hartford } ss:

On February 10, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Olivia Spada

known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

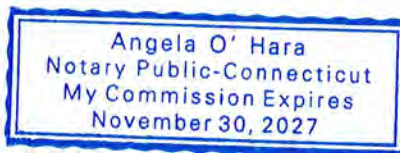
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/30/2027

Angela O'Hara

Angela O'Hara

Notary Public





Power of Attorney

Surety Bond No: 800170853

Principal: ASA Canandaigua NY Solar, LLC

Obligee: Town of Canandaigua

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Olivia Spada, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

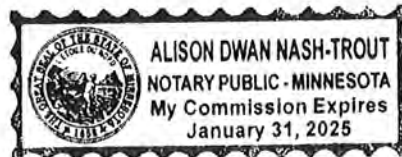
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, General Counsel

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of February, 2024





Kara Barrow, Secretary



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	347,884
Common Stocks	752,587	Total Loss & LAE Reserves	1,441,852
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	735,813
Contract Loans	-	Total Reinsurance Liabilities	42,785
Derivatives	-	Commissions, Other Expenses, and Taxes due	68,767
Cash, Cash Equivalents & Short Term Investments	308,488	Derivatives	-
Other Investments	20,805	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	3,298,071	All Other Liabilities	632,508
		Total Liabilities	2,921,725
Premiums and Considerations Due	332,718		
Reinsurance Recoverable	39,231	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	2,250	Common Capital Stock	9,001
All Other Admitted Assets	79,777	Preferred Capital Stock	-
Total Admitted Assets	3,750,047	Surplus Notes	-
		Unassigned Surplus	174,558
		Other Including Gross Contributed	644,763
		Capital & Surplus	828,322
		Total Liabilities and C&S	3,750,047

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.


Notary Public



Crystelyn Laske

From: CHRIS NADLER <cnadler@cnadlerlaw.com>
Sent: Friday, February 16, 2024 10:50 AM
To: Crystelyn Laske
Subject: Re: AMP ENERGY SOLAR - Bond and Resolution approval needed

Importance: High

Crystelyn,

These look good to me! You should attach the actual decommissioning bond paperwork to the agenda for that resolution. Do we actually have a check from them for the soil erosion control?

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject: AMP ENERGY SOLAR - Bond and Resolution approval needed
Date: 2024-02-16 15:31
From: Crystelyn Laske <claske@townofcanandaigua.org>
To: "cnadler@cnadlerlaw.com" <cnadler@cnadlerlaw.com>

Good morning Chris,

Please see attached and confirm that the performance bond is acceptable. I've also included the resolutions, if you would please review them as well and let me know if they look ok, that would be great. The sooner you can do this the better as it is on the agenda for the 26th.

Thank you!

Crystelyn Laske

Town Clerk-Receiver of Taxes

Town of Canandaigua

5440 Route 5 & 20 West

Canandaigua NY 14424

Office: 585-394-1120 Ext 2258

Fax: 585-394-9476

ATTACHMENT 20

Crystelyn Laske

From: CHRIS NADLER <cnadler@cnadlerlaw.com>
Sent: Friday, February 16, 2024 10:53 AM
To: Crystelyn Laske
Subject: Re: Blue Sky Towers - Bond and Resolution approval needed

Importance: High

These look good to me!

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject: RE: Blue Sky Towers - Bond and Resolution approval needed
Date: 2024-02-14 16:12
From: Crystelyn Laske <claske@townofcanandaigua.org>
To: "cnadler@cnadlerlaw.com" <cnadler@cnadlerlaw.com>

Good morning Chris,

I know you brought these bonds over to the Town Board Meeting on Monday , but I do not have any email communication indicating that you reviewed them and that they are acceptable.

Please see attached and confirm. I've also included the resolutions, if you would please review them as well and let me know if they look ok, that would be great. The sooner you can do this the better as it is on the agenda for the 26th.

Thank you!

Crystelyn Laske

Town Clerk-Receiver of Taxes

Town of Canandaigua

5440 Route 5 & 20 West

Canandaigua NY 14424

Office: 585-394-1120 Ext 2258

Fax: 585-394-9476

From: CHRIS NADLER <cnadler@cnadlerlaw.com>

Sent: Friday, February 9, 2024 3:18 PM

To: Michael Murphy <mmurphy@townofcanandaigua.org>

Cc: Lusk, Jared <jlusk@nixonpeabody.com>; Sarah Reynolds <sreynolds@townofcanandaigua.org>; Elizabeth Thompson <elizabetht@blueskytower.com>; Donna Love <Donna.Love@blueskytower.com>; lance.brabant@mrbgroup.com; Crystelyn Laske <claske@townofcanandaigua.org>

Subject: Re: Blue Sky Towers - Engineers Estimate Reviews

Original bond documents were delivered to me earlier this week by Federal Express. I will bring them to the next Town Board meeting.

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject:Re: Blue Sky Towers - Engineers Estimate Reviews

Date:2024-02-09 19:09

From:Michael Murphy <mmurphy@townofcanandaigua.org>

To:"Lusk, Jared" <jlusk@nixonpeabody.com>

Jared,

Looking to see the status of the final site plans? To the best of our knowledge all the items have been corrected and they only require signatures. Also just want to remind you that for the bonds the original documents must be submitted to the Town Clerk's office and not the development office. Deadline for the February 26th Town Board Meeting is the 15th.

Michael Murphy

Lead Code Enforcement Officer

Town of Canandaigua

5440 Route 5 & 20

Canandaigua, NY 14424

Office: (585)394-1120 x2246

Cell: (585)337-4750

From: Lusk, Jared <jlusk@nixonpeabody.com>

Sent: Monday, February 5, 2024 18:20

To: cnadler@cnadlerlaw.com <cnadler@cnadlerlaw.com>

Cc: Michael Murphy <mmurphy@townofcanandaigua.org>; Sarah Reynolds

<sreynolds@townofcanandaigua.org>; Elizabeth Thompson

<elizabethht@blueskytower.com>; Donna Love <Donna.Love@blueskytower.com>

Subject: Re: Blue Sky Towers - Engineers Estimate Reviews

Ok. I will order the bonds in the amounts approved by Lance.

Sent from my iPhone

| On Feb 5, 2024, at 6:18 PM, Chris Nadler <cnadler@cnadlerlaw.com> wrote:

| Approved as to form.

| Chris Nadler

LAW OFFICES OF
CHRISTIAN M NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

From: Lusk, Jared <jlusk@nixonpeabody.com>
Sent: Friday, February 2, 2024 11:42 AM
To: CHRIS NADLER <cnadler@cnadlerlaw.com>
Cc: Michael Murphy <mmurphy@townofcanandaigua.org>; Sarah Reynolds
<sreynolds@townofcanandaigua.org>
Subject: FW: Blue Sky Towers - Engineers Estimate Reviews

Chris:

Attached are draft bonds in the values approved by Lance. Before we finalize with the Bonding Company, I was hoping to get your approval as to form/amount. For your convenience, I have also attached Lance's approval letters to review at the same time.

We really need to land this plane. My client is all over me and VZW customers continue to scream for service. Any chance we could get this application, etc. finalized and permits issued in the next week or two? Once we get these bonds finalized, please confirm what's left to deliver.

Jared

From: "Brabant, Lance" <Lance.Brabant@mrbggroup.com>
Date: January 29, 2024 at 12:55:25 PM EST
To: "Lusk, Jared" <jlusk@nixonpeabody.com>, Mike Montalto
<mmontalto@costich.com>
Cc: Sarah Reynolds <sreynolds@townofcanandaigua.org>
Subject: FW: Blue Sky Towers - Engineers Estimate Reviews

[EXTERNAL E-MAIL]
Be Aware of Links and Attachments

FYI

LANCE BRABANT / MRB Group / 585.381.9250

From: Brabant, Lance
Sent: Monday, January 29, 2024 12:54 PM
To: Crystelyn Laske <claske@townofcanandaigua.org>;
mmurphy@townofcanandaigua.org; Sarah Reynolds
<sreynolds@townofcanandaigua.org>;
jsimpson@townofcanandaigua.org
Cc: Jim Fletcher <jfletcher@townofcanandaigua.org>; Kristin
Smith <ksmith@townofcanandaigua.org>; Michael Warner
<mwarner@townofcanandaigua.org>; 'cnadler@cnadlerlaw.com'
<cnadler@cnadlerlaw.com>
Subject: Blue Sky Towers - Engineers Estimate Reviews

Please see the attached letter of recommendation regarding our review of the submitted Engineers Estimate for Erosion Control and our letter of recommendation regarding our review of the Removal Estimate for the above referenced project. 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

January 29, 2024

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

RE: BLUE SKY TOWERS, LLC - 4430 DEUEL ROAD
EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP NO. 125.00-1-31.111
CPN No. 23-061
MRB PROJECT No.: 0300.12001.000 PHASE 339

Dear Mrs. Laske,

Please be advised that MRB has completed a review of the submitted Engineers Estimate for Erosion Control dated June 28, 2023, for the Blue-Sky Towers, LLC project prepared by Costich Engineering, D.P.C.

Based on our review, the items, quantities and unit prices identified in the Engineers Estimate are consistent with the approved plans and private contractor pricing respectively. Therefore, we recommend that the Engineers Estimate be approved in the amount of **58,884.00**. A copy of the Applicant's Engineers Estimate is enclosed for your file.

Please note that the original surety documentation regarding the establishment of the Engineers Estimate for Erosion Control is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

Any questions and/or comments you may have in this regard, please feel free to contact us at your earliest convenience.

Sincerely,



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

C Jared Simpson, Town Supervisor
Sarah Reynolds, Town Planner
Jim Fletcher, Highway and Water Superintendent
Michael Murphy, Code Enforcement Officer
Kristen Smith, Zoning Officer
Michael Warner, Zoning Officer
Michael Montalto, P.E., Costich Engineering

Costich Engineering, D. P.C.
217 Lake Avenue
Rochester, NY 14608

ENGINEER'S ESTIMATE
FOR
EROSION CONTROL
BS - CANANDAIGUA-CHESHIRE

Project No. 9000
Date: 06-28-2023
Page 1 of 1

BLUE SKY TOWERS, LLC, CANANDAIGUA-CHESHIRE
4430 DUELL ROAD

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
EROSION CONTROL					
A1	Silt fence, including installation, maintenance and removal	1,100	LF	\$ 3.50	\$ 3,850.00
A2	Stone Check Dams	68	EA	\$ 125.00	\$ 8,500.00
A3	Temporary sedimentation basin	3	Ea	\$ 1,000.00	\$ 3,000.00
A4	Stormwater Basin complete, include outlet control	3	LS	\$ 10,000.00	\$ 30,000.00
A11	Permanent seeding	0.9	Acres	\$ 4,000.00	\$ 3,720.00
SUBTOTAL EROSION CONTROL					\$ 49,070.00
TOTAL CONSTRUCTION COST					\$ 49,070.00
SUMMARY					
1. Total Construction Cost					\$ 49,070.00
3. Contingencies (20% of 1)					\$ 9,814.00
TOTAL AMOUNT FOR EROSION CONTROL					\$ 58,884.00



Bond Number: 7901104884

KNOW ALL MEN BY THESE PRESENTS, That we, Blue Sky Towers III, LLC, as Principal, and Nationwide Mutual Insurance Company, a corporation organized under the laws of Ohio and authorized to transact business of surety in the State of New York, as Surety, are firmly bound unto Town of Canandaigua, as Obligee, in the penal sum of Fifty Eight Thousand Eight Hundred Eighty Four Dollars and 00/100 (\$58,884.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has entered into a certain agreement described as

Soil Erosion Bond - Location: 4439 Deuel Rd - Canandaigua, NY 14424; Site ID No. NY-5162 Canandaigua Cheshire and is required to furnish an indemnity bond as conditioned in said agreement.

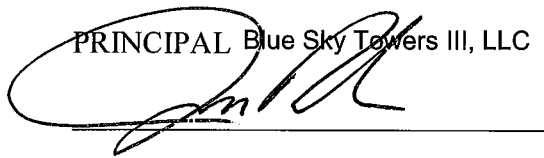
NOW THEREFORE, If the said Principal shall fully comply with all provision of said agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the aggregate liability of the Surety shall be limited to the penal sum herein, regardless of the number of years the bond remains in effect.

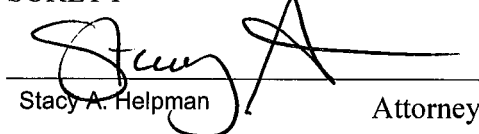
PROVIDED, FURTHER, that the Surety may cancel this bond by giving (30) thirty days written notice to the Obligee or its agents, provided, however, such notice shall not affect any liability arising prior to the effective date of cancelation.

SIGNED, SEALED AND DATED this 31st day of January, 2024.

PRINCIPAL Blue Sky Towers III, LLC



SURETY Nationwide Mutual Insurance Company


Stacy A. Helpman Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALISA KLEIN; CATHY E DONNELLY; CHARLA D LINDBLOOM; DAVID HENTHORN; ELLEN WITHROW; JAIMEE A LAGUARDIA; RYAN S NOVAK;
STACY A HELPMAN; SUSAN J BAKER; THERESA M ST JOHN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

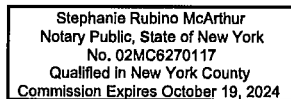


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

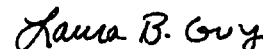


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of January, 2024.



Assistant Secretary

ATTACHMENT 21

Crystelyn Laske

From: CHRIS NADLER <cnadler@cnadlerlaw.com>
Sent: Friday, February 16, 2024 10:53 AM
To: Crystelyn Laske
Subject: Re: Blue Sky Towers - Bond and Resolution approval needed

Importance: High

These look good to me!

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject: RE: Blue Sky Towers - Bond and Resolution approval needed
Date: 2024-02-14 16:12
From: Crystelyn Laske <claske@townofcanandaigua.org>
To: "cnadler@cnadlerlaw.com" <cnadler@cnadlerlaw.com>

Good morning Chris,

I know you brought these bonds over to the Town Board Meeting on Monday , but I do not have any email communication indicating that you reviewed them and that they are acceptable.

Please see attached and confirm. I've also included the resolutions, if you would please review them as well and let me know if they look ok, that would be great. The sooner you can do this the better as it is on the agenda for the 26th.

Thank you!

Crystelyn Laske

Town Clerk-Receiver of Taxes

Town of Canandaigua

5440 Route 5 & 20 West

Canandaigua NY 14424

Office: 585-394-1120 Ext 2258

Fax: 585-394-9476

From: CHRIS NADLER <cnadler@cnadlerlaw.com>

Sent: Friday, February 9, 2024 3:18 PM

To: Michael Murphy <mmurphy@townofcanandaigua.org>

Cc: Lusk, Jared <jlusk@nixonpeabody.com>; Sarah Reynolds <sreynolds@townofcanandaigua.org>; Elizabeth Thompson <elizabetht@blueskytower.com>; Donna Love <Donna.Love@blueskytower.com>; lance.brabant@mrbgroup.com; Crystelyn Laske <claske@townofcanandaigua.org>

Subject: Re: Blue Sky Towers - Engineers Estimate Reviews

Original bond documents were delivered to me earlier this week by Federal Express. I will bring them to the next Town Board meeting.

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject:Re: Blue Sky Towers - Engineers Estimate Reviews

Date:2024-02-09 19:09

From:Michael Murphy <mmurphy@townofcanandaigua.org>

To:"Lusk, Jared" <jlusk@nixonpeabody.com>

Jared,

Looking to see the status of the final site plans? To the best of our knowledge all the items have been corrected and they only require signatures. Also just want to remind you that for the bonds the original documents must be submitted to the Town Clerk's office and not the development office. Deadline for the February 26th Town Board Meeting is the 15th.

Michael Murphy

Lead Code Enforcement Officer

Town of Canandaigua

5440 Route 5 & 20

Canandaigua, NY 14424

Office: (585)394-1120 x2246

Cell: (585)337-4750

From: Lusk, Jared <jlusk@nixonpeabody.com>

Sent: Monday, February 5, 2024 18:20

To: cnadler@cnadlerlaw.com <cnadler@cnadlerlaw.com>

Cc: Michael Murphy <mmurphy@townofcanandaigua.org>; Sarah Reynolds

<sreynolds@townofcanandaigua.org>; Elizabeth Thompson

<elizabethht@blueskytower.com>; Donna Love <Donna.Love@blueskytower.com>

Subject: Re: Blue Sky Towers - Engineers Estimate Reviews

Ok. I will order the bonds in the amounts approved by Lance.

Sent from my iPhone

| On Feb 5, 2024, at 6:18 PM, Chris Nadler <cnadler@cnadlerlaw.com> wrote:

| Approved as to form.

| Chris Nadler

LAW OFFICES OF
CHRISTIAN M NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

From: Lusk, Jared <jlusk@nixonpeabody.com>
Sent: Friday, February 2, 2024 11:42 AM
To: CHRIS NADLER <cnadler@cnadlerlaw.com>
Cc: Michael Murphy <mmurphy@townofcanandaigua.org>; Sarah Reynolds
<sreynolds@townofcanandaigua.org>
Subject: FW: Blue Sky Towers - Engineers Estimate Reviews

Chris:

Attached are draft bonds in the values approved by Lance. Before we finalize with the Bonding Company, I was hoping to get your approval as to form/amount. For your convenience, I have also attached Lance's approval letters to review at the same time.

We really need to land this plane. My client is all over me and VZW customers continue to scream for service. Any chance we could get this application, etc. finalized and permits issued in the next week or two? Once we get these bonds finalized, please confirm what's left to deliver.

Jared

From: "Brabant, Lance" <Lance.Brabant@mrbggroup.com>
Date: January 29, 2024 at 12:55:25 PM EST
To: "Lusk, Jared" <jlusk@nixonpeabody.com>, Mike Montalto
<mmontalto@costich.com>
Cc: Sarah Reynolds <sreynolds@townofcanandaigua.org>
Subject: FW: Blue Sky Towers - Engineers Estimate Reviews

[EXTERNAL E-MAIL]
Be Aware of Links and Attachments

FYI

LANCE BRABANT / MRB Group / 585.381.9250

From: Brabant, Lance
Sent: Monday, January 29, 2024 12:54 PM
To: Crystelyn Laske <claske@townofcanandaigua.org>;
mmurphy@townofcanandaigua.org; Sarah Reynolds
<sreynolds@townofcanandaigua.org>;
jsimpson@townofcanandaigua.org
Cc: Jim Fletcher <jfletcher@townofcanandaigua.org>; Kristin
Smith <ksmith@townofcanandaigua.org>; Michael Warner
<mwarner@townofcanandaigua.org>; 'cnadler@cnadlerlaw.com'
<cnadler@cnadlerlaw.com>
Subject: Blue Sky Towers - Engineers Estimate Reviews

Please see the attached letter of recommendation regarding our review of the submitted Engineers Estimate for Erosion Control and our letter of recommendation regarding our review of the Removal Estimate for the above referenced project. 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

January 29, 2024

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

**RE: BLUE SKY TOWERS – 4430 DEUEL ROAD
REMOVAL ESTIMATE REVIEW
TAX MAP NO. 125.00-1-31.111
CPN No. 23-061
MRB PROJECT No.: 0300.12001.000 PHASE 339**

Dear Mrs. Laske:

MRB has completed a review of the submitted removal estimate regarding the above referenced project, dated May 23, 2023, last revised January 17, 2024, and signed on January 18, 2024 by Costich Engineering, D.P.C.

Based on our review, the items, quantities and unit prices identified in the Removal Estimate are consistent with the approved plans and private contractor pricing respectively. Therefore, we recommend that the Removal Estimate be approved in the amount of **\$72,200.00**. A copy of the Applicant's Engineers Removal Estimate is enclosed for your file.

Please note that the original surety documentation regarding the establishment of the Removal Estimate is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

If you have any questions, comments or concerns regarding any of the above comments please contact me.

Sincerely,



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

C Jared Simpson, Town Supervisor
Sarah Reynolds, Town Planner
Jim Fletcher, Highway and Water Superintendent
Michael Murphy, Code Enforcement Officer
Kristen Smith, Zoning Officer
Michael Warner, Zoning Officer
Michael Montalto, P.E., Costich Engineering

COSTICH ENGINEERING, DPC
217 LAKE AVENUE
ROCHESTER, NY 14608

Project No. 9000
Date: 5/23/2023
rev. 01/17/2024

**REMOVAL ESTIMATE
WIRELESS TELECOMMUNICATIONS FACILITY**

Project Name: Blue Sky Partners III, LLC - Cheshire(NY-5162)
Project Location: 4439 Deuel Road, Town of Canandaigua, Ontario County
Developer: Blue Sky Towers III, LLC

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	EST. UNIT PRICE	TOTAL EST. AMOUNT
1.	Removal of Blue Sky antennas, RRH units, OVP boxes, support booms, coax and hybrid cabling from tower; disassembly and removal of 155' monopole; removal of fencing, equipment cabinets and cable bridge; demolition and removal of concrete (equipment pad, tower foundation to a depth of 4'), grounding system to a depth of 2'), removal of gravel equipment compound; restoration of the equipment compound with topsoil and seeding, includes removal & disposal of tower and equipment from site in legal manner/facility.	LS	1	\$50,000.00	\$ 50,000.00
2.	Removal of 1250 foot access drive, underground conduits & grounding equipment within 2 foot depth, and restoration of access drive area with topsoil, seeding and re-establishment of vegetation (wild flower and meadow grass mix). All removal materials to be removed from the site and disposed of in a legal manner.	LS	1	\$22,200.00	\$ 22,200.00

TOTAL SECTION

\$ 72,200.00



Michael P. Montalto

Signature: _____

Michael Montalto

Digitally signed by Michael P. Montalto
DN: C=US, E=mmontalto@costich.com,
O=Costich Engineering D.P.C.,
CN=Michael P. Montalto
Date: 2024.01.18 14:27:46-05'00'

Date: January 18, 2024

Bond Number: 7901104883

KNOW ALL MEN BY THESE PRESENTS, That we, Blue Sky Towers III, LLC, as Principal, and Nationwide Mutual Insurance Company, a corporation organized under the laws of Ohio and authorized to transact business of surety in the State of New York, as Surety, are firmly bound unto Town of Canandaigua, as Obligee, in the penal sum of Seventy Two Thousand Two Hundred Dollars and 00/100 (\$72,200.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has entered into a certain agreement described as

Tower Removal Bond - Location: 4439 Deuel Rd - Canandaigua, NY 14424; Site ID No. NY-5162 Canandaigua Cheshire and is required to furnish an indemnity bond as conditioned in said agreement.

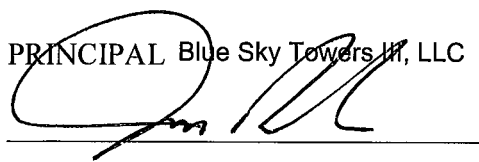
NOW THEREFORE, If the said Principal shall fully comply with all provision of said agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the aggregate liability of the Surety shall be limited to the penal sum herein, regardless of the number of years the bond remains in effect.

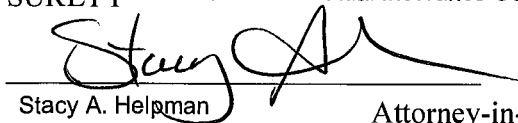
PROVIDED, FURTHER, that the Surety may cancel this bond by giving (30) thirty days written notice to the Obligee or its agents, provided, however, such notice shall not affect any liability arising prior to the effective date of cancelation.

SIGNED, SEALED AND DATED this 31st day of January, 2024.

PRINCIPAL Blue Sky Towers III, LLC



SURETY Nationwide Mutual Insurance Company



Stacy A. Helpman

Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALISA KLEIN; CATHY E DONNELLY; CHARLA D LINDBLOOM; DAVID HENTHORN; ELLEN WITHROW; JAIMEE A LAGUARDIA; RYAN S NOVAK;
STACY A HELPMAN; SUSAN J BAKER; THERESA M ST JOHN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

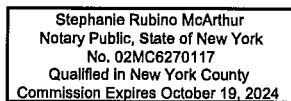


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

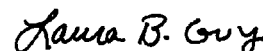


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of January, 2024.



Assistant Secretary



Cincinnati
8044 Montgomery Rd, Suite 150E
Cincinnati, Ohio 45236
+1 (513) 9842222 Fax: +1 (866) 5486645

Continuation Certificate

To be attached to and form a part of surety bond number 014249922 (the "Bond"), for 00937-1085 dated the 1st day of January, 2023, in the penal sum of 39,691.00 USD issued by Liberty Mutual Insurance Company as surety (the "Surety"), on behalf of Blue Sky Towers III, LLC as principal (the "Principal"), in favor of Aerostar Airport Holdings LLC, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 1st day of January, 2025, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 16th day of November, 2023.

Liberty Mutual Insurance Company
(Surety)

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALISA KLEIN; CATHY E DONNELLY; CHARLA D LINDBLOOM; DAVID HENTHORN; ELLEN WITHROW; JAIMEE A LAGUARDIA; RYAN S NOVAK;
STACY A HELPMAN; SUSAN J BAKER; THERESA M ST JOHN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

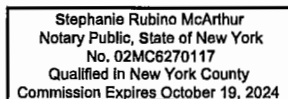


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

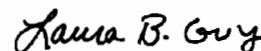


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of November, 2023.



Assistant Secretary