

**Canandaigua Town Board
Meeting Agenda
February 10, 2020
6:00pm**

- Call To Order and Pledge of Allegiance
 - Pledge led by Town Councilmember, Linda Dworaczyk
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications
 - Letter – NY Dept of Ag and Markets, re: dog control report
 - Letter – NY Dept of Ag and Markets, re: shelter report
 - Letter – Charter Communications
 - Letter – NY Dept of EFC, re: WIIA grant award
 - Letter – NY DOH, re: IMG grant denial
 - Report – Eye on the Courts report
 - Newsletter – Ontario Pathways 2019-2020 winter issue
 - Email – from Linda Dworaczyk to resident, re: questions
 - Letter – Charter Communications
 - Letter – Charter Communications
 - Email – from Town Manager to Town Board, re: resident complaint
 - Email – from Assessor to Town Manager re: Census mapping
 - Email – from Town Manager to Sheriff and County Administrator
 - Email – from Highway clerk to resident re: new resident water hook-ups
 - Letter – NY Dept of Ag and Markets, re: shelter report
 - Email – from John Robortella to Sarah Reynolds re: newsletter
 - Letter – Mercy Flight
 - Letter – Ontario County Safety Council

➤ Privilege of the Floor

➤ Priority Business

➤ Presentations

- Digital billboards – Lamar Advertising
- Town of Canandaigua Waste and Recycling Update – Kaitlynn McCumiskey

➤ Public Hearings

Continued Public Hearings:

- None

New Public Hearings:

- Text Code Amendment (Local Law) to Town Code amending regulations pertaining to agriculture in keeping with the adopted 2016 Agricultural Enhancement Plan

NOTE: The Town Manager is requesting this public hearing be continued to March 16, 2020 at 6:00pm, and the Town Board re-advertise the draft local law (with a revision date of January 30, 2020) due to changes made in the proposed local law after the

public hearing was previously set by the Town Board. The draft local law is attached to the Ordinance Committee's report.

- Reports of Town Officials and Department Heads – Attachment #1
 - A. Highway / Water Superintendent
 - B. Assessor
 - C. Historian
 - D. Town Clerk
 - E. Planner
 - F. Town Manager
 - G. Supervisor / Deputy Supervisor
 - 1. Monthly Financial Reports for January 2020
 - a. Revenue & Expense Report and Cash Summary Report
 - b. Overtime Report – All Departments
 - c. Overtime Report – Highway & Water
- Reports of Committees, Boards and Commissions – Attachment #2
 - A. Town Board Committees (as needed)
 - a. Finance – Councilwoman Dworaczyk
 - b. Planning – Councilman Fennelly
 - c. Environmental – Councilman Simpson
 - d. Ordinance – Councilman Davis
 - B. Planning Board, Chairman Oyler
 - C. Zoning Board of Appeals, Chairman Robinson
 - D. Environmental Conservation Board, Chairwoman Marthaller
 - E. Citizens' Implementation Committee, Chairwoman Reynolds
 - F. Parks & Recreation Committee, Chairman MacNeil
 - G. Special Events Committee, Chairwoman Fuller
 - H. Agriculture Committee, Chairman DiCarlo
 - I. Drainage Committee, Chairman Oyler

➤ Privilege of the Floor

➤ Resolutions

Continued Resolutions:

New Resolutions:

FINANCE

Resolution No.2020-046: Acceptance of the Monthly Financial Reports

Resolution No.2020-047: Authorization and Acknowledgement of Budget Transfer by
Town Manager

Resolution No.2020-048: Authorization for Town Manager to execute contract with Ontario
County Historical Society

Resolution No.2020-049: Acknowledgement of Town Clerk 2020 Annual/Monthly Receipt
Reports and Bank Reconciliations

Resolution No.2020-050: Authorization for Town Manager to Execute Agreement with
Bonadio and Company for Town Court and Clerk Auditing Services

Resolution No.2020-051: Authorization for Town Manager to execute Grant Award with

NYS DEC for Municipal Waste Reduction and Recycling Grant; and Project Budget

Resolution No.2020-052: Authorization of purchase of a Ford Escape off State Bid for

Code Enforcement / Development Office

Resolution No.2020-053: Authorization for Town Manager to execute contract with Image mate for Assessor software licensing and hosting

PLANNING

Resolution No.2020-054: Authorization for purchase of one Ford Ranger Pickup for Water Department

Resolution No.2020-055: Establishing pay rate increase for Travis Spike

Resolution No.2020-056: Authorization for purchase of one Ford F-250 Pickup for Highway Department

ENVIRONMENTAL

None

ORDINANCE

Resolution No.2020-057: 180 Day Extension for Preliminary Site Plan Approval – City Mini Storage (TM#56.00-2-31.110)

ECONOMIC DEVELOPMENT/GENERAL

Resolution No.2020-058: Town Board support of Home Rule Legislation to Transfer Ownership of Onanda Park Lakeside Property from NYS DEC to the Town of Canandaigua (Senate Bill # S.7591 / Assembly Bill # A.9675)

Resolution No.2020-059: Appointment of Amanda Vanlaeken as an alternate to the Town Planning Board

Resolution No.2020-060: Appointment of Dan Knapton to the Parks and Recreation Committee

Resolution No.2020-061: Creation of Project Budget for Pendleton Farms Purchase of Development Rights Project (Capital Project H27)

Resolution No.2020-062: Authorizing Town Manager to Execute Memorandum of Understanding with Keith Purdy for the Purchase of Development Rights Award for farm on Sand Hill Road

Resolution No.2020-063: 407 Lakeshore LLC (Laguna Grande) Alcoholic Beverages License Notice

Resolution No.2020-064: Authorization for Town Manager to Execute Stormwater Control Facilities Maintenance Agreement for 2586 State Route 332

Resolution No.2020-065: Authorization for Town Manager to Execute Stormwater Control Facilities Maintenance Agreement for 3150 County Road 10

Resolution No.2020-066: Accepting Sidewalk/Trail Easements Related to Tax Map #69.00-1-10.122 at 5600 Thomas Road and directing Town Manager to execute said easement and directing Town Attorney to record

Resolution No.2020-067: Accepting Access Easement related to Fox Ridge Conservation Easement and directing Town Manager to execute said easement and directing Town Attorney to record

RESOLUTION NO. 2020 –046: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS

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

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

WHEREAS, the Town Supervisor has provided the Town Board with hard copies and electronic copies of the January 2020 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 #3

RESOLUTION NO. 2020 – 047 AUTHORIZATION OF BUDGET TRANSFERS BY TOWN MANAGER

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has been made aware by the Town Manager for the need to make a budget adjustment to correct for the proper account lines for a park roof project from AA100.7110.200 to AA100.7110.201; 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 Town Manager.

Attachment #4

RESOLUTION # 2020 – 048: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE 2020 AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND THE ONTARIO COUNTY HISTORICAL SOCIETY

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

WHEREAS, the services and programs are outlined in the Agreement dated January 13, 2020; and

WHEREAS, the proposed \$10,000.00 request for payment was presented to the Town Board and the public during the 2020 Budget Workshops and Public Hearing; and

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

Attachment #5

RESOLUTION 2020 – 049: ACKNOWLEDGEMENT OF TOWN CLERK 2020 ANNUAL / MONTHLY RECEIPT REPORTS AND BANK RECONCILIATIONS

WHEREAS, in accordance with Town Law Section 62, the Town Clerk has provided the Town Board and the Town Supervisor with her annual accounting report as well as access to her accounting records; and

WHEREAS, members of the Town Board were provided an opportunity to review this information and complete the required annual audit prior to February 10, 2020; and

NOW THEREFORE BE IT RESOLVED, the Town Board accepts the annual report of the Town Clerk and finds her records to be in order.

RESOLUTION # 2020 – 050: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT WITH BONADIO & CO FOR AUDITING SERVICES FOR THE TOWN COURT AND TOWN CLERK AND AUTHORIZING TOWN MANAGER TO EXECUTE

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, Bonadio & Co. has provided a proposed agreement dated January 16, 2020 with the Town to provide auditing services for the Town Clerk of the Town of Canandaigua and the Justice Court of the Town of Canandaigua for the fiscal year 2019; and

WHEREAS, the proposed agreement states that the fees for these services will be \$ 2,100.00 for services for the Town Clerk and \$ 1,500.00 for the Justice Court for a total of \$ 3,600.00 in fees to be paid upon presentation of the audit; and

WHEREAS, the Town Board has hired Bonadio & Co. previously to conduct an annual audit for the Town and is familiar with their services; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby approves the proposed agreement from Bonadio & Co. dated January 16, 2020 with fees not to exceed \$ 2,100.00 for services for the Town Clerk and \$ 1,500.00 for the Justice Court for a total of \$ 3,600.00 and authorizes the Town Manager to execute said agreement and to authorize the payment of said fees to Bonadio & Co. upon completion of the audit from budget lines AA.100.1410.400.00000 for the Town Clerk audit and AA.100.1110.400.00000 for the Town Justice Court audit.

Attachment #6

RESOLUTION NO. 2020 – 051: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE GRANT AWARD CONTRACT WITH THE NYS DEC FOR MUNICIPAL WASTE REDUCTION AND RECYCLING GRANT, AND PROJECT BUDGET (29) CREATION

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as the “Town Board”) has been made aware the Town of Canandaigua was successful in receiving a grant award from the NYS DEC for the Municipal Waste Reduction and Recycling (MWRR) grant; and

WHEREAS, the grant award provides for \$ 31,436.86 in personal services (with a Town match of \$ 15,718.43), and \$ 23,490.44 in contractual expenditures (with a Town match of \$ 11,745.22) for a total project amount of \$ 54,927.30; and

WHEREAS, the Town Manager is requesting to setup a project accounting budget (29) to account for the project separately and a budget adjustment to properly track the grant project during the 2020 fiscal year as follows:

REVENUE:		
HH100.3297.00029 St Aid, Other (NYS DEC)		\$ 27,463.65
HH100.5031.00029 Interfund Transfer (General)		\$ 15,718.43
HH100.5031.00029 Interfund Transfer (CL Fund)		<u>\$ 11,745.22</u>
		\$ 54,927.30
EXPENDITURES:		

HH100.8160.100.00029 Refuse, Pers Serv	\$ 22,464.00
HH100.8160.400.00029 Refuse & Garbage, contr	\$ 23,490.44
HH100.8160.800.00029 Refuse & Garb, bnfts	<u>\$ 8,972.86</u>
	\$ 54,927.30

WHEREAS, the Town Manager is suggesting a budget adjustment for an interfund transfer from the General Fund AA100.5010.130 (Highway Clerk) to HH100.5031.00029 consisting of:

Decrease: AA100.5010.130 Highway Clerk	\$ 11,232.00
Decrease: AA100.9060.810 Medical Insurance	<u>\$ 4,486.43</u>
Increase: AA100.9901.900 Interfund Transfer	\$ 15,718.43

; and

WHEREAS, the Town Manager is suggesting a budget adjustment for an interfund transfer from CL100.1480.400 (public information contractual recycling) to CL100.9901.900 (transfers) to HH100.5031.00029 for the MWRR grant match in the amount of \$11,745.22; and

WHEREAS, the Town Manager has reviewed the proposed contract # DEC01-T00911GG-3350000 and is recommending it to the Town Board for approval; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the Town Manager to execute the MWRR contract with the NYS DEC and make the budgetary adjustments identified; and

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

Attachment #7

RESOLUTION NO. 2020 – 052: AUTHORIZATION OF PURCHASE OF A FORD ESCAPE OFF STATE BID FOR CODE ENFORCEMENT / DEVELOPMENT OFFICE

WHEREAS, the 2020 Town of Canandaigua Adopted Budget includes funds for the purchase of a Ford Escape for the Code Enforcement Office in line AA100.8664.200.00000 Code Enforcement Capital Equipment; and

WHEREAS, a quote was received from Van Bortel Ford in Rochester dated January 24, 2020 with an order # of S000Ret for a 2020 Ford Escape SE AWD in the amount of \$ 23,843.43; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the purchase of a new Ford Escape SE AWD from Van Bortel Ford for an amount not to exceed \$ 23,843.43 to be paid from AA100.8664.200.00000 Code Enforcement Capital Equipment.

Attachment #8

RESOLUTION NO. 2020 – 053: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE CONTRACT WITH IMAGE MATE FOR ASSESSOR SOFTWARE LICENSING AND HOSTING PLAN

WHEREAS, Systems Development Group has been providing Imagemate online for the benefit of Town, residents for many years, with over 15,000 uses in the past year; and

WHEREAS, The invoice in the amount of \$ 1,080.00 has been approved from budget line AA100.1355.400.00000; and

NOW THEREFORE BE IT RESOLVED:

1. The Canandaigua Town Board hereby approves the Systems Development Group Contract for certain software licensing and hosting services related to Image Mate Online; and
2. The Canandaigua Town Board directs the Town Manager to take any and all necessary steps to execute the contract; and
3. The Town Clerk shall send the fully executed contract for one year of service, from 01/01/2020-12/31/2020, to the vendor and file a copy in the Town Clerk's office.

Attachment #9

RESOLUTION NO. 2020 – 054: AUTHORIZATION FOR PURCHASE OF ONE FORD RANGER PICKUP TRUCK FOR WATER DEPARTMENT

WHEREAS, the 2020 adopted budget includes funds for the purchase of one Ford Ranger from budget line SW 500.8310.200 Water Capital Equipment; and

WHEREAS, the Highway Superintendent solicited bids using the NYS OGS mini bid system number 3342 details the purchase of a new 2020 Ranger pickup truck in the amount of \$ 28,660.42; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the purchase of One Ford Ranger pickup trucks from Van Bortol Ford automotive group in the amount of \$ 28,660.42 to be paid from SW.500.8310.200.

Attachment #10

RESOLUTION NO. 2020 – 055: ESTABLISHING PAY RATE INCREASE FOR TRAVIS SPIKE

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') is responsible for setting pay rates for employees of the Town of Canandaigua; and

WHEREAS, the Highway Superintendent is requesting a change in the wage rate for an employee of the Town of Canandaigua Highway Department; and

WHEREAS, the Town of Canandaigua Highway Employees Association (Union, Communications Workers of America, Local 1170) has a Union Agreement with the Town of Canandaigua that determines wage rates for certain individuals; and

WHEREAS, Section 8 of the Union Agreement states that employees with less than six months of service at the time of the annual organization meeting in which wage rates are set will receive 75% of the published wage rate; and

WHEREAS, the Highway Superintendent has requested that Mr. Travis Spike's wage rate be increased to 85% based on his outstanding heavy equipment skill and was stated by the highway superintendent that after January 1, 2020 his rate of pay would increase to the union agreement of 85% of the 2020 group one hourly wage rate of \$ 26.97; and

WHEREAS, the Highway Superintendent is requesting the Town Board approve the hourly pay rate increase for Mr. Travis Spike from the current rate of \$ 20.23 (75% of the wage rate, based on less than 3 months of service to the Town of Canandaigua at the time of the Organizational Meeting) to a rate of \$ 22.93; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby establishes an hourly pay rate of \$ 22.93 for Travis Spike to be paid out of budget line DA 5110.130; and

BE IT FINALLY RESOLVED, the Town Board directs the Town Manager to execute any and all documents to make this change and directs the Town Clerk to provide a copy of this resolution to the Town Manager.

Attachment #11

RESOLUTION NO. 2020 – 056: AUTHORIZATION FOR PURCHASE OF ONE FORD F-250 PICKUP TRUCKS FOR HIGHWAY DEPARTMENT

WHEREAS, the 2020 adopted budget includes funds for the purchase of one Ford F-250 from budget line DA100.5130.200 Machinery Capital Equipment; and

WHEREAS, the Highway Superintendent solicited bids using the NYS OGS mini bid system number 3342 details the purchase of a new 2020 Ford F-250 pickup truck in the amount of \$ 32,186.59; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the purchase of two new Ford F-250 pickup trucks from Van Bortal Ford automotive group in the amount of \$ 32,186.59 to be paid from DA100.5130.200.

Attachment #12

RESOLUTION NO. 2019 – 057: 180 DAY EXTENSION FOR PRELIMINARY SITE PLAN APPROVAL – CITY MINI STORAGE (TM#56.00-2-31.110)

WHEREAS, the Town of Canandaigua Town Board has received a request to amend the official zoning map for 2265 State Route 332 (TM# 56.00-2-31.110) to include a Mini Storage Facility as part of the Mixed-Use Overlay (MUO-1) District found in Town Code § 220-33; and

WHEREAS, the applicant, City Mini Storage is proposing to construct twenty-one (21) Self Storage Buildings, one (1) Climate Controlled Storage Building, Boat and RV storage, and associated improvements at 2265 State Route 332; and

WHEREAS, the Town Board has previously directed the applicant to submit application for Preliminary Site Plan Approval to the Town Planning Board; and

WHEREAS, the applicant has sought to finalize purchase of the property prior to proceeding; and

WHEREAS, the applicant has requested a 180-day extension as allowed by Town Code § 220-33; and

NOW THEREFORE BE IT RESOLVED the Town Board of the Town of Canandaigua hereby does provide a 180-day extension to expire on March 14, 2020 for the applicant to receive Preliminary Site Plan Approval from the Planning Board; and

BE IT FURTHER RESOLVED, the Town Clerk is directed to provide copies of this resolution to the Applicant, Planning Board Chairman, Town Planner, and Town Manager.

Attachment #13

RESOLUTION NO. 2020 – 058: TOWN BOARD SUPPORT OF HOME RULE LEGISLATION TO TRANSFER OWNERSHIP OF ONANDA PARK LAKESIDE PROPERTY FROM DEC TO THE TOWN OF CANANDAIGUA (Senate Bill # S.7591 / Assembly Bill # A.9675)

WHEREAS, Onanda Park, a public park managed by the Town of Canandaigua, is made up of two separate properties: the lakeside portion located at 4965 County Road 16, owned by the New York State Department of Environmental Conservation (NY DEC), and the uplands portion (directly opposite the lakeside) located at 4956 County Road 16 and owned by the Town of Canandaigua; and

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') has been in a long-term lease agreement with the NY DEC for the lakeside portion since the creation of the park in 1989; and

WHEREAS, the Town of Canandaigua has managed the property as a Town park open to the public and also maintained and improved the park lands and buildings since the park's inception and these improvements have been funded through Town of Canandaigua taxpayer dollars; and

WHEREAS, the Town Board feels that it is in the best interest of the Town and its residents for the Town of Canandaigua to have ownership of the lakeside portion of the park and the Town Manager has requested that the NY DEC turn over ownership of the land to the Town and NY DEC has agreed to do so; and

WHEREAS, our region's state representatives, Assemblyman Brian Kolb and Senator Pam Helming have introduced legislation that would enable said transfer (Senate Bill # S.7591 / Assembly Bill # A.9675); and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby wholeheartedly supports and thanks Senator Helming and Assemblyman Kolb for introducing this legislation; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua requests that these home rule bills be enacted by the Assembly and Senate, and further requests the Governor of the State of New York to sign this legislation once enacted; and

BE IT FINALLY RESOLVED, the Town Clerk of the Town of Canandaigua is hereby directed to provide a copy of this resolution to the Governor, Senator Helming, Assemblyman Kolb, and the Town Manager of the Town of Canandaigua.

Attachment #14

RESOLUTION NO. 2020 - 059: APPOINTMENT OF AMANDA VANLAEKEN AS AN ALTERNATE TO THE TOWN PLANNING BOARD

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as "Town Board") is aware of the Planning Board's desire to have an alternate member in addition to the current five members of the board and there currently exists a vacancy in said position; and

WHEREAS, the Town Manager has solicited for and received resumes and letters of interest from interested persons wishing to serve on the Planning Board and three candidates have been interviewed by the Town Planner and members of the Planning Board; and

WHEREAS, the Town Planner, the Planning Board Chairperson, and an additional Planning Board member are recommending that the Town Board appoint Amanda VanLaeken to fill the vacant Planning Board Alternate position; and

NOW THEREFORE BE IT RESOLVED, The Town Board hereby appoints Amanda VanLaeken to the Planning Board as an alternate member effective immediately to fill the currently vacant term that expires on December 31, 2024; and

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

Attachment #15

RESOLUTION NO. 2020 – 060: APPOINTMENT OF DAN KNAPTON TO THE PARKS AND RECREATION COMMITTEE

WHEREAS, a vacancy exists on the Town of Canandaigua Parks and Recreation Committee with an unexpired term; and

WHEREAS, the Town Board wishes to fill this vacancy in order to support the continued operation of the Parks and Recreation Committee; and

WHEREAS, a press release was sent out soliciting interest from the general public and the Parks and Recreation Committee Chairperson and other members interviewed interested candidates; and

WHEREAS, the Parks and Recreation Committee is recommending to the Town Board that Dan Knapton be appointed to the vacant position; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby appoints Dan Knapton to the vacant position on the Parks and Recreation Committee with a term expiring December 31, 2024; and

BE IT FURTHER RESOLVED, the Town Clerk is directed to provide a copy of this resolution to the Parks and Recreation Committee Chairman.

Attachment #16

RESOLUTION NO. 2020 – 061: CREATION OF PROJECT BUDGET FOR PENDLETON FARMS PURCHASE OF DEVELOPMENT RIGHTS PROJECT (CAPITAL PROJECT H27)

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') has previously approved, via resolutions 2017-401 and -404, the submission of a grant application for the Purdy/Pendleton Farms Purchase of Development Rights project through the New York State Department of Agriculture and Markets' Farmland Protection Implementation Grant; and

WHEREAS, the Town was awarded with the grant from the State in December 2018 and as such is required to administer this multi-year project; therefore, the intent is to create capital project H27 for this purpose; and

WHEREAS, the Town Manager has proposed a budget for the project involving the awarded grant monies and a cash match from the 2020 budget as follows:

REVENUE:		
H.100.3297.00027	State Aid, Other	\$ 671,049.00
H.100.5031.00027	Interfund Transfer	\$ 9,340.00
H.100.2705.00027	Gifts, Donations/Landowner	\$ 205,760.00
H.100.2780.00027	Contributed Services	\$ 10,000.00
		<u>\$ 896,149.00</u>

EXPENDITURES:

H.100.1420.400.00027	Attorney; title, legal, recording, baseline	\$ 11,498.00
H.100.8097.200.00027	Survey	\$ 18,000.00
H.100.1355.400.00027	Appraisal	\$ 9,500.00
H.100.1997.200.00027	Staff Time	\$ 15,000.00
H.100.1989.200.00027	Miscellaneous	\$ 1,560.00
H.100.1940.200.00027	Conservation Easement Acquisition	\$ 840,600.00
		<u>\$ 896,149.00</u>

TOTAL PROJECT BUDGET **\$ 896,149.00**
; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the identified capital project budget for H27 Pendleton Farms PDR; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua authorizes an Interfund Transfer from the Open Space Reserve Fund, subject to permissive referendum:

FROM: AA.234	Open Space Reserve Fund	\$ 9,340.00
TO: HH.100.5031.00027	Interfund Transfer	\$ 9,340.00

; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Manager to transfer the \$ 7,000.00 payment received from NY Department of Agriculture & Markets from HH.100.3297.00000 to HH.100.3297.00027; and

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

Attachment #17

RESOLUTION NO. 2020 – 062: AUTHORIZING TOWN MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH KEITH PURDY FOR THE PURCHASE OF DEVELOPMENT RIGHTS AWARD FOR FARM ON SAND HILL ROAD

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') has previously approved the application to and subsequent grant award from the NY State Department of Agriculture and Markets for a Purchase of Development Rights and Conservation Easement to be placed on the Pendleton Farms, LLC property located at 1850 Sand Hill Road, owned by Keith Purdy; and

WHEREAS, attorney John Polimeni, acting on behalf of the Town of Canandaigua, has prepared a memorandum of understanding between the Town of Canandaigua as the easement holder and Keith Purdy as the landowner for the purposes of identifying the responsibilities and requirements of each party; and

WHEREAS, the Town Manager has reviewed said memorandum of understanding and has found it to be acceptable and is recommending that the Town Board approve the document and authorize the Town Manager to sign it; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Manager to execute the Memorandum of Understanding between the Town of Canandaigua and Keith Purdy, a copy of which is attached to this Agenda.

Attachment #18

RESOLUTION NO. 2020 – 063: 407 LAKESHORE LLC (LAGUNA GRANDE) ALCOHOLIC BEVERAGES LICENSE NOTICE

WHEREAS, the Town received on January 29, 2020, a 30-Day Advanced Notice, (“30-Day Notice”), for a New Application of the On-Premises Alcoholic Beverages license application for 407 Lakeshore LLC (Laguna Grande) to be located at 3255 State Route 364; and

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

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

Attachment #19

RESOLUTION NO. 2020 - 064: AUTHORIZATION FOR TOWN OF CANANDAIGUA TOWN MANAGER TO EXECUTE STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT FOR 2586 STATE ROUTE 332:

WHEREAS, the Town of Canandaigua and Royal Car Wash (the property owner of 2586 State Route 332, Canandaigua), wish to enter into a stormwater control facilities maintenance agreement to provide for the long term maintenance and continuation of permanent stormwater control measures, located at 2586 State Route 332, as detailed in plans titled “Royal Car Wash Site Development Plans” last revised November 12, 2019, and signed by the Town Planning Board Chairman on November 19, 2019; and

WHEREAS, the Town of Canandaigua as an MS4 is required to obtain storm water control facilities maintenance agreements on new projects located within the Town of Canandaigua; and

WHEREAS, the Town and the property owner desire that the permanent stormwater control measures be constructed, as detailed on the approved project plans, and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity by the property owner (Royal Car Wash) in order to ensure optimum performance of the components; and

WHEREAS, the property owner (Royal Car Wash) shall be responsible for all expenses related to the maintenance of the stormwater control measures; and

WHEREAS, a copy of the Stormwater Control Facilities Maintenance Agreement presented to the Town Board for consideration and is available for review on the Town’s website and is on file with the Town Clerk’s office; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby accepts the above-referenced Stormwater Control Facilities Maintenance Agreement; and

BE IT FURTHER RESOLVED that the Town Board hereby directs the Town Manager to execute the above-referenced Stormwater Control Facilities Maintenance Agreement between Town of Canandaigua and Royal Car Wash for the stormwater facilities located at 2586 State Route 332; and

BE IT FINALLY RESOLVED that the Town Board hereby directs the Town Attorney to arrange for the above-referenced Stormwater Control Facilities Maintenance Agreement to be recorded at the Ontario County Clerk’s Office.

Attachment #20

RESOLUTION NO. 2020 – 065: AUTHORIZATION FOR TOWN OF CANANDAIGUA TOWN MANAGER TO EXECUTE STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT FOR 3150 COUNTY ROAD 10;

WHEREAS, the Town of Canandaigua and AUTO WASH 3, LLC (the property owner of 3150 County Road 10, Canandaigua), wish to enter into a stormwater control facilities maintenance agreement to provide for the long term maintenance and continuation of permanent stormwater control measures, located at 3150 County Road 10, as detailed in plans titled “Auto Wash No.6 Site Development Plans” last revised January 9, 2020, and signed by the Town Planning Board Chairman on January 16, 2020; and

WHEREAS, the Town of Canandaigua as an MS4 is required to obtain storm water control facilities maintenance agreements on new projects located within the Town of Canandaigua; and

WHEREAS, the Town and the property owner desire that the permanent stormwater control measures be constructed, as detailed on the approved project plans, and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity by the property owner (AUTO WASH 3, LLC) in order to ensure optimum performance of the components; and

WHEREAS, the property owner (AUTO WASH 3, LLC) shall be responsible for all expenses related to the maintenance of the stormwater control measures; and

WHEREAS, a copy of the Stormwater Control Facilities Maintenance Agreement presented to the Town Board for consideration and is available for review on the Town’s website and is on file with the Town Clerk’s office; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby accepts the above-referenced Stormwater Control Facilities Maintenance Agreement; and

BE IT FURTHER RESOLVED that the Town Board hereby directs the Town Manager to execute the above-referenced Stormwater Control Facilities Maintenance Agreement between Town of Canandaigua and AUTO WASH 3, LLC for the stormwater facilities located at 3150 County Road 10; and

BE IT FINALLY RESOLVED that the Town Board hereby directs the Town Attorney to arrange for the above-referenced Stormwater Control Facilities Maintenance Agreement to be recorded at the Ontario County Clerk’s Office.

Attachment #21

RESOLUTION NO. 2020 - 066: ACCEPTING SIDEWALK/TRAIL EASEMENTS RELATED TO TAX MAP # 69.00-1-10.122 AT 5600 THOMAS ROAD AND DIRECTING TOWN MANAGER TO SIGN SAID EASEMENT AND FURTHER DIRECTING TOWN ATTORNEY TO RECORD SAID EASEMENT AT THE ONTARIO COUNTY CLERK’S OFFICE

WHEREAS, the Town of Canandaigua Planning Board has required the owners of the above-referenced parcels to dedicate a sidewalk/trail easement to the Town of Canandaigua; and

WHEREAS, the property owners of the above-referenced parcel have executed sidewalk/trail easement to the Town of Canandaigua; and

WHEREAS, the Town Engineer of the Town of Canandaigua has recommended that the Town Board accept this sidewalk/trail easement; and

WHEREAS, the Town Attorney of the Town of Canandaigua has recommended that the Town Board accept this sidewalk/trail easement; and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Canandaigua hereby accepts the above-referenced sidewalk/trail easement; and

BE IT FURTHER RESOLVED that the Town Board hereby directs the Town Manager to execute the above-referenced sidewalk/trail easements; and

BE IT FINALLY RESOLVED that the Town Board hereby directs the Town Attorney to arrange for the above-referenced sidewalk/trail easement to be recorded at the Ontario County Clerk's Office.

Attachment #22

RESOLUTION NO. 2020 – 067: ACCEPTING ACCESS EASEMENT RELATED TO FOX RIDGE CONSERVATION EASEMENT AND DIRECTING TOWN MANAGER TO SIGN SAID EASEMENTS AND FURTHER DIRECTING TOWN ATTORNEY TO RECORD SAID EASEMENTS AT THE ONTARIO COUNTY CLERK'S OFFICE

WHEREAS, the Town of Canandaigua Planning Board has required the owners of the above-referenced parcels to provide the Town of Canandaigua with a 15-foot-wide ingress and egress easement for the purpose of inspection and compliance with the terms of the Conservation Easement; and

WHEREAS, the property owners of the above-referenced parcels have prepared the Easements for the Town of Canandaigua; and

WHEREAS, the Town Engineer of the Town of Canandaigua has recommended that the Town Board accept the Easements; and

WHEREAS, the Town Attorney of the Town of Canandaigua has recommended that the Town Board accept the Easements; and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Canandaigua hereby accepts the Easements; and

BE IT FURTHER RESOLVED that the Town Board hereby directs the Town Manager to execute the Easements; and

BE IT FINALLY RESOLVED that the Town Board hereby directs the Town Attorney to arrange for the Easements to be filed at the Ontario County Clerk's Office.

Attachment #23

- Approval of the following Town Board Meeting Minutes:
 - January 6, 2020 Organizational Meeting
 - January 30, 2020 Special Meeting
- Payment of the Bills
 - Abstract Claim Fund Totals presented by Town Clerk
 - Voucher Summary Report for Town Board signatures
 - (By signing, Town Board members represent they have reviewed the purchases for compliance with the Town's approved policies & approve of the prepared Voucher Summary Report and the attached invoices)

Utility (HSA) Abstract dated 1/29/2020 totaling \$ 2,154.17
Water districts \$ \$ 2,154.17

Abstract dated 2/4/2020 totaling \$ 151,199.84

General fund \$ 13,780.03
Highway fund \$ 115,973.71
Capital projects \$ 16,387.45
Water districts \$ 4,073.18
Trust and Agency \$ 985.47

- Privilege of the Floor
- Other Business
- Privilege of the Floor
- Executive Session, as requested
 - Request by Town Manager for an Executive Session to discuss “employment history of a particular person”;
 - Request by Town Manager for an Executive Session to discuss “proposed, pending or current litigation”;
 - Request by Town Manager for an Executive Session to discuss “the proposed acquisition/sale/lease of real property when publicity might affect value”
- Adjournment

ATTACHMENT 1

Report of the Highway and Water Superintendent

Highway

1. Winter operations of snow removal have been yielding additional salt use on the roads to keep the public safe while traveling. I am using the additive Ice Ban Magic to reduce our pounds per mile to conserve salt. If the coming months of winter continue to bring freezing rain, sleet wet snow that bond to a road that is well below freezing this causes me to consume more materials to de ice the roads.
2. Have ground the brush pipe behind the transfer station in to mulch.
3. A few of our town roads are showing signs of distress due to the winter weather. Potholes, segregation, cracking, rutting are the issues. Will address them in the summer
4. Resolutions for replacement of a pick truck

Water

1. Nothing to report

Other items

1. Installed more signs at the transfer station to try and prevent people from putting trash in the steel roll off bin.
- 2.

Assessor's Report February 10th, 2020

2019 sales closed out the year with 164 sales ranging from \$43,000- \$1.4m with an average of \$311K and a median price of \$269K. For 2018 the corresponding numbers are \$40,000-\$1.375m, \$292K & \$246K; still on an upward trend

So far in 2020 we only have 4 sales ranging from \$225,000 - \$400,000.

Renewal forms have been sent out, (due March 1st), with about 60-75% back in, so we will be calling/emailing residents to get them back in on time.

A proposed change to the STAR program in the upcoming budget will move more people to the STAR check program rather than have it as an exemption. I think we can anticipate this as a trend that will continue until everyone will get a check, rather than simply paying less tax. When the Star program is completely switched over to the Star check program, this will result in the State mailing out about 2600 checks.

Last year the State took over the Enhanced Star renewal process but has been sending letters to anyone who no longer files taxes to confirm their income. Most of these people call or come in to the office, so Pam and I are assisting these residents in getting the proper information back to the State. On a side note, the State sent out, in our weekly newsletters, that we are "allowed" to help these people that come in to our office; as if we were not going to anyway. These letters are almost exclusively to Senior Citizens. If this is going to be an

ongoing process, I will encourage these Seniors to take advantage of some of the free tax prep. services out there and file forms, just to avoid having to round up 1099's and social security statements a year later.

Respectfully submitted,

Christopher Lyon, IAD

Town Clerk Report for the February 10, 2020, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of December 2019, Year End 2019, and January 2020 are attached. (see attached).
2. **2020 County / Town Tax Bills / Collection:** January was a very busy month in the Town Clerk's office. A total of \$10,517,238.78 (86%) was collected compared to \$9,927,063.56 (82%) in 2019, \$9,354,875.71 (83%) in 2018, and \$9,083,399.19 (84%) in 2017. Attached is a Collection Summary Report for Batches 1 through 100. The Town was paid in full by January 27, 2020. One payment has been made to the Ontario County Treasurer's office and a second payment will be sent the week of February 3, 2020. Attached is a copy of the January 2020 Collection Summary Report.

February and March payment options:

- Payments will be accepted Monday through Friday 8:00 am to 4:00 pm and every Wednesday until 7:00 pm (except legal holidays) until 4:00 pm Tuesday, March 31, 2020.
- If people are using an online banking service to pay their tax bill(s), they need to read their bank agreement. Their bank may not mail their payment to the Town for up to seven days after withdrawing the money from their account.
- Tax payments must be made for the exact amount. Any checks written for the wrong amount or are not signed will be returned.
- If mailing the tax payment via the US Postal Service, the USPS postmark (not a postage meter mark) is used as the payment date (RPTL §925). If there is no USPS postmark on the envelope, the date the payment is received will be the payment date. Property owners will need to make sure their envelope is postmarked on / before February 28 or March 31.
- Property owners can pay their tax bills online using a credit or debit card. There is a processing fee of \$3.95 or 2.45% for the transaction (i.e. if your tax bill is \$159 or less, the convenience fee will be \$3.95. If your tax bill is \$160 or greater, the convenience fee will be 2.45% of the amount paid). Property owners can use this link to pay your tax bill online: (<http://egov.basgov.com/canandaigua/>).
- Payments can be made online with a credit / debit card, via US mail / FedEx / UPS with a check payable to the Canandaigua Tax Receiver, or in person at the Town Clerk's office. If paying by check, please include the Tax Bill Number on the check.

3. **2019 Town Clerk Records of Receipts and Bank Statements:** Each January the Town Board is required by NYS Town Law §62 to review the Town Clerk's Annual Financial Report and cash receipt/bank reconciliation book. An email was sent to the Town Board on Thursday, January 2, 2020, as a reminder of this requirement. There is a resolution on the agenda to accept my 2019 records.

4. **Resolutions:**

- a. Liquor License Resolution for Laguna Grande 3225 State Route 364
- b. Review and Acceptance of 2019 Town Clerk Receipts and Bank Statements

Please let me know if you have any questions.

Submitted by,

Jean Chrisman

Jean Chrisman

Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	4	2,350.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	1	150.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	2	200.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekend	1	60.00
		Sub-Total:		\$2,760.00
A.2590	Building Fee	Building Fee	25	3,527.20
		Sub-Total:		\$3,527.20
A1255	Conservation	Conservation	1	0.55
	Marriage Lic.	Marriage License Fees	2	35.00
	Misc. Fees	Copies	22	5.50
		Marriage Cert	3	30.00
		Sub-Total:		\$71.05
A1603	Misc. Fees	Birth Cert	1	10.00
		Death Cert	66	660.00
		Sub-Total:		\$670.00
A2110	Plan & Zone	Site Signs	1	250.00
		Zoning Fee	2	550.00
		Sub-Total:		\$800.00
A2544	Plan & Zone	Soil Erosion	2	300.00
		Sub-Total:		\$300.00
	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	35	490.00
		Female, Unspayed	6	132.00
		Male, Neutered	45	630.00
		Male, Unneutered	5	110.00
		Replacement Tags	2	6.00
		Late Fees	39	195.00
		Sub-Total:		\$1,563.00
A2590	Plan & Zone	Site Development	3	250.00
		Sub-Total:		\$250.00
A2591	Misc. Fees	Transfer Coupons	1181	2,362.00
		Sub-Total:		\$2,362.00
CM-2001	Plan & Zone	Parks And Recreation	1	1,000.00
		Sub-Total:		\$1,000.00
S.2140.247	Rents Payments	Rents Payments	10	482.22
		Sub-Total:		\$482.22
S.2142.247	Water Sales	Water Sales	1	105.25
		Sub-Total:		\$105.25

Account#	Account Description	Fee Description	Qty	Local Share
Amount paid to: NYS Ag. & Markets for spay/neuter program				
				113.00
Amount paid to: NYS Environmental Conservation				
				9.45
Amount paid to: State Health Dept. For Marriage Licenses				
				45.00
Total State, County & Local Revenues:			\$14,058.17	
Total Local Shares Remitted:				\$13,890.72
Total Non-Local Revenues:				\$167.45

To the Supervisor:

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

Catherine Munkley
Supervisor

1/2/2020
Date

Jean Chrisman
Town Clerk

1/2/2020
Date

A. jnt#	Account Description	Fee Description	Qty	Local Share
A.1670.400	Postage Pd By Customer	Building Fee	1	50.00
		Sub-Total:	1	\$50.00
				25.50
A.2001	Cabins / Halls / Pavilions Onanda Cabin NON Residential Daily Onanda Cabin NON Residential Weekly Onanda Cabin Residential Daily Onanda Park Pavilions Outhouse Park Hall Full Day Outhouse Park Pavilion Park Rentals WL Schoolhouse Weekend	Onanda Halls/Lodging	117	39,985.00
		Onanda Cabin NON Residential Daily	50	7,710.00
		Sub-Total:		\$25.50
		Onanda Cabin NON Residential Weekly	23	10,750.00
		Onanda Cabin Residential Daily	24	5,065.00
		Onanda Park Pavilions	79	7,686.00
		Outhouse Park Hall Full Day	77	10,355.00
		Outhouse Park Pavilion	39	1,665.00
		Onanda Cabin Residential Weekly	16	6,625.00
		WL Schoolhouse Weekday	6	255.00
		WL Schoolhouse Weekend	17	920.00
		Sub-Total:	2	\$91,016.00
A.2192	Academy Cemetary	Cremation	2	700.00
A.2590	Building Fee	Sub-Total:	341	\$700.00
				74,715.90
A.2610.	Fines & Forfeited Bail	Sub-Total:	1	\$74,715.90
				3,913.68
A0380	AR Charge Back Billing	Sub-Total:	3	\$3,913.68
				496.50
A1255	Conservation Marriage Lic. Misc. Fees	Sub-Total:		\$496.50
		Conservation	89	300.66
		Marriage License Fees	34	595.00
		Copies	276	128.50
		Marriage Cert	54	540.00
A1603	Geneology Cert. Misc. Fees	Sub-Total:		\$1,564.16
		Geneology cert	1	11.00
		Birth Cert	4	40.00
		Death Cert	538	5,430.00
		Geneology Fee	5	66.00
A2001	General Lic. Walk Ins	Sub-Total:		\$5,547.00
		Park Permit Res	46	1,610.00
		Park Permits Non	2	130.00
		Onanda Receipts	69	13,187.00
A2001	Plan & Zone	Sub-Total:		\$14,927.00
		Site Signs	2	500.00
		Zoning Fee	90	19,000.00
		Sub-Total:		\$19,500.00

Account#	Account Description	Fee Description	Qty	Local Share
A2120	Plan & Zone	Soil Erosion	55	8,250.00
		Sub-Total:	4	\$8,250.00
A2148	Misc. Fees	Returned Check Fee		80.00
		Sub-Total:		\$80.00
A2544	Dog Licensing	Exempt Dogs	11	0.00
		Female, Spayed	727	10,042.00
		Female, Unspayed	85	1,840.00
		Male, Neutered	685	9,474.00
		Male, Unneutered	86	1,859.00
		Replacement Tags	10	30.00
		Late Fees	351	1,755.00
		Sub-Total:		\$25,000.00
A2590	Plan & Zone	Site Development	150	22,870.80
		Sub-Total:	13908	\$22,870.80
A2591	Misc. Fees	Transfer Coupons		28,384.00
		Sub-Total:	52	\$28,384.00
CL2655	SWMP Sales	SWMP Sales		960.00
		Sub-Total:	40	\$960.00
C 01	Plan & Zone	Parks And Recreation		40,000.00
		Sub-Total:	375	\$40,000.00
S.2140.247	Rents Payments	Rents Payments		707,062.07
		Sub-Total:		\$707,062.07
S.2142.247	Water Sales	Water Sales	16	2,489.32
		Sub-Total:	37	\$2,489.32
S.2144.247	Service Hookups	Service Hookups		39,813.00
		Sub-Total:	205	\$39,813.00
S.2148.247	Penalty	Penalty		3,148.06
		Sub-Total:	1	\$3,148.06
SD1-2122	PERMIT FEES	Drainage		0.00
		Sub-Total:		\$0.00

Account#	Account Description	Fee Description	Qty	Local Share
Total Local Shares Remitted: \$1,090,512.99				
Amount paid to:	NYS Ag. & Markets for spay/neuter program		1,925.00	
Amount paid to:	NYS Environmental Conservation		5,271.34	
Amount paid to:	State Health Dept. For Marriage Licenses		765.00	
Total State, County & Local Revenues: \$1,098,474.33			Total Non-Local Revenues: \$7,961.34	

To the Supervisor:

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

_____ Supervisor	_____ Date	_____ Town Clerk	_____ Date
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Town of Canandaigua Town & County 2020 Collection Summary

Batches 1 thru 100

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Town & County 2020	10517238.78	0.00	0.00	0.00	1768785.88
Totals:	10517238.78	0.00	0.00	0.00	1768785.88

Collection Statistics:

Number of Postings:	4262
Percentage Collected:	86%
Number of Adjustments:	6
Number of Voids:	29
Number of Returned Payments:	0
Number Refunded Duplicate Pmnts:	0
Total Refunded:	0.00
Notice Handling Fees Collected:	0.00

Received Via:	
On-Line:	29
Mail:	3582
Counter:	623

Cash:	30099.92
Check:	10409158.69
Other:	77980.17
Total:	10517238.78
Minus Duplicate/Over Payments:	0.00
Taxes:	10517238.78
Penalty:	0.00
Surcharge:	0.00
Ret. Check Fees:	0.00
Notice Fees:	0.00
Total:	10517238.78
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
Total:	10517238.78

Other Payment Type Breakout:

Credit Card:	3	1327.48
Online Payment:	29	76652.69

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	15	5,875.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	3	270.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	1	360.00
	Onanda Park Pavilion	Onanda Park Pavilions	3	240.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	12	1,250.00
A 2590	Outhouse Park Pavilion	Outhouse Park Pavilion	2	60.00
	Park Rentals	Onanda Cabin Residential Weekly	2	800.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekend	3	120.00
	Building Fee	Building Fee	22	3,348.00
		Sub-Total:		\$8,975.00
A1255	Conservation	Conservation	2	1.94
	Misc. Fees	Copies	6	1.50
		Marriage Cert	2	20.00
A1603	Misc. Fees	Birth Cert	1	10.00
		Death Cert	43	430.00
		Genelogy Fee	2	22.00
A2110	Plan & Zone	Zoning Fee	5	1,200.00
		Sub-Total:		\$462.00
A2120	Plan & Zone	Soil Erosion	5	750.00
		Sub-Total:		\$1,200.00
A2544	Dog Licensing	Female, Spayed	54	750.00
		Female, Unspayed	3	66.00
		Male, Neutered	56	784.00
		Male, Unneutered	3	66.00
	Late Fees	Late Fees	35	175.00
A2590	Plan & Zone	Site Development	10	2,675.00
		Sub-Total:		\$1,847.00
A2591	Misc. Fees	Transfer Coupons	835	1,670.00
		Sub-Total:		\$2,675.00
CM-2001	Plan & Zone	Parks And Recreation	4	4,000.00
		Sub-Total:		\$1,670.00
S 2140.247	Rents Payments	Rents Payments	63	155,505.67
		Sub-Total:		\$4,000.00
S 2144.247	Service Hookups	Service Hookups	4	2,200.00
		Sub-Total:		\$155,505.67
		Sub-Total:		\$2,200.00

Account#	Account Description	Fee Description	Qty	Local Share
Total Local Shares Remitted: \$182,656.11				
	Amount paid to: NYS Ag. & Markets for spay/neuter program			128.00
	Amount paid to: NYS Environmental Conservation			33.06
Total State, County & Local Revenues: \$182,817.17				
Total Non-Local Revenues: \$161.06				

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

Jean Chrisman 2/1/2020

TOWN OF CANANDAIGUA PLANNER MONTHLY REPORT

January 31, 2020

In November, we issued 25 permits (\$9,904) with a total of 460 from January to the end of November. Total fees year to date should be \$139,474.30 (2018 comparison: 395 permits, \$120,074.60).

Permit totals by year:

	2019	2018	2017	2016	2015
Permit Total	478	417	514	510	576
Dollar	\$143,025.50	\$130,066.20	\$279,004.40	\$151,734.85	\$421,105.92
New Dwelling Units	74	45	149	60	274

At this time, I cannot provide an update on applications for the month of February as the deadline is February 14th. However, in January we had 3 Planning and Zoning applications for January of which One has been withdrawn. is December 13.

We have begun planning a day of training for all our boards similar to the day held last year. This year it will be in April so we will hopefully avoid any bad weather and be able to accommodate those board members who travel south during the winter. More details to come.

The Economic Development Committee met on January 7th for our second meeting on the Uptown implementation. The consultants, Bergmann Associates prepared a map showing the potential future boundaries of the district and its possible revisions. Our next meeting will be February 4th at 10:30am.

The Middle Cheshire Road Corridor Study kicked off on January 8th with a large, and diverse group of representative members. The City of Canandaigua, CCSD, Ontario County and residents were all present. Bergmann, our consultant, led a brief charette where members identified known safety issues with the corridor for pedestrians, bicyclists, and drivers. There was a lot of hopeful ideas and a lot of realism expressed which is great to hear early in the process.

The City of Canandaigua Comprehensive Plan Update met on January 18th. We expect a public hearing sometime in late February to March. The current draft plan is not much different than the 2013 Comprehensive Plan.

In our January meeting of the Comprehensive Plan Project Team, the members present began our discussion on Action items needed to accomplish our goals. Again, the current draft Vision statement and Goals are:

2020 Vision:

The Town of Canandaigua will maintain its character and beauty through protection and enhancement of its natural, agricultural, rural, historic, and recreational resources. We encourage opportunities for balanced growth, economic development, and cultural events that create a welcoming environment for a diversity of residents, visitors, and businesses. The Town will work with stakeholders to protect Canandaigua Lake, the quality of life, and provide high quality community services.

Goals:

- 1) Protection of Agriculture
 - “The Town will establish a regulatory framework that supports the preservation and continued development of agriculture by supporting economic endeavors within the agricultural industry and promoting the purchase of local produce and other local agricultural products. The community values its agricultural heritage and rural character and will support farming and the protection of valuable, irreplaceable soils.”
- 2) Protection of Natural Environment and Sustainability
 - “The Town will protect its natural resources and scenic views which benefit the Town and greater Canandaigua area, especially including Canandaigua Lake and its watershed. The Town will conserve and maintain the land that provides critical open space and create a network of linkages for wildlife habitat, stormwater management, scenic views and active recreational trails.”
- 3) Cultural and Historic Resource Protection
 - “The Town will preserve the history of the Town of Canandaigua, support the protection of significant historic properties, and promote awareness of the influences of the Native American heritage on the evolution of the Town of Canandaigua and the greater Canandaigua area.”
- 4) Parks and Recreation
 - “Improve and expand the Town’s active and passive recreational resources to meet the needs of the community. Focus on contributing to and supporting the local and regional tourism industry through the provision of recreation opportunities. Encourage the use of existing and expanded recreation programs offered.”
- 5) Economic Development including Workforce initiatives
 - “Promote development of a diverse and sustainable tax base with a variety of employment options. Maximize opportunities for commercial, industrial, and service sector development without compromising the Town’s natural, cultural and historic resources.”
- 6) Residential & Neighborhood Character, Planning & Development, Welcoming Community, All ages, income, interests and lifestyles.
 - “Structure land use regulations, design standards and zoning code to improve, protect, and create Town hamlets and gateways. Encourage the provision of residential development in a diverse range of housing types for a variety of age groups, family sizes and income levels. Create a welcoming community through cultural events and the creation of attractive public spaces.”

7) Transportation Initiatives

- “It is the goal of the Town to facilitate a diversified transportation system that serves motorists, bicyclists, pedestrians and farm equipment. Future development should be designed to maximize roadway safety and accommodate all modes of travel.

Transportation infrastructure should incorporate changing technologies such as electric vehicles and autonomous vehicles.”

- 8) Infrastructure such as sewer, water, natural gas, fiber
- “Provide public water and sewer services in areas of the Town identified in this plan for continued residential, commercial and industrial growth. Limit the expansion of these services in the areas of the Town where increased growth is not encouraged by the plan such as the agricultural-residential areas. Promote the expansion of high-speed internet and affordable, renewable energy options. Plan for the replacement of aging utilities.”
- 9) Government Operation and School Districts
- “Collaborate with the City of Canandaigua and other neighboring municipalities in the delivery of services. Coordinate planning efforts with other municipalities and agencies as appropriate.”

We will be meeting again on February 4th at 5pm to continue this discussion.

Best,



Eric Cooper, Planner

TOWN OF CANANDAIGUA TOWN MANAGER MONTHLY REPORT

February 10, 2020

PERSONNEL

PLAYGROUND INSPECTOR: Congratulations to Town Code Enforcement Officer Chris Jensen for becoming a certified playground inspector. In addition to his duties as code enforcement and MS4 Coordinator, Chris has agreed to regularly help inspect our playgrounds for compliance with the National Recreation and Park Association's CPSI (Certified Playground Safety Inspector).

FINANCE

BANK RECS: Included in the Town Board's abstract you will see bank reconciliation reports prepared by Kate Silverstrim-Jensen. Kate continues to make progress on bank recs in the new system with now more than half of 2019 complete for our major funds, and all months complete for each of the smaller funds.

BANK ACCOUNTS: Attached to my report you will find a statement of each of our bank accounts from February 3, 2020 with current balances as of that date. You can see the Payroll Account (4425) has now been created, and the new Trust and Agency Account (0379). Additionally, \$674,172 is sitting in the Parks Fund which we will soon move to NYCLASS for investment.

NYCLASS: Attached to my report is the most recent statement from NYCLASS regarding our reserve funds. All reserve fund money with the exception of a \$150,000 appropriation to the Solid Waste Management Reserve (AA238) has now been moved to NYCLASS.

COURT: As you know Cathy Sandic has been working to complete bank reconciliation for our two Town Court Justices. Cathy has completed the majority of 2019 bank reconciliations in preparation for our Town Court Justice Review with our auditing firm. A resolution is attached to your agenda to authorize me to hire Bonadio to once again complete this review.

GENERAL

LOCAL DEVELOPMENT CORPORATION: Congratulations to Cathy Menikotz recently appointed as the new Vice President of the Canandaigua Local Development Corporation. As the Town of Canandaigua's Elected Representative on the Canandaigua Local Development Corporation's Board of Directors she will be serving as the Vice President until 12/31/20. On February 6, 2020 the LDC held a strategic planning session

**TOWN OF CANANDAIGUA
TOWN MANAGER MONTHLY REPORT**

February 10, 2020

ONTARIO COUNTY SHERIFF DEPT: We are pleased to once again partner with the Ontario County Sheriff's Department and Sheriff Kevin Henderson for enhanced law enforcement for 2020. The January report is attached with information relating to the January traffic stops.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Finch", is written over a light blue rectangular background.

Doug Finch, Town Manager



Canandaigua National Bank & Trust

Accounts

TOC Regular Checking Account 4328	⋮
Available Balance	\$335,740.95
Current Balance	\$335,740.95
Investment Account 4476	⋮
Available Balance	\$7,482,754.14
Current Balance	\$7,482,754.14
Payroll Account 4425	⋮
Available Balance	\$139,119.77
Current Balance	\$139,119.77
CM/CR Parks Fund 4670	⋮
Available Balance	\$674,172.80
Current Balance	\$674,172.80
Trust and Agency 0379	⋮
Available Balance	\$130,994.19
Current Balance	\$130,994.19
EFC Account (Grants/Loans) 0130	⋮
Available Balance	\$0.00
Current Balance	\$0.00
CDBG Account (Grants) 4094	⋮
Available Balance	\$0.00
Current Balance	\$0.00
consolidated into 4476 on 12/31/14 4522	⋮
Available Balance	\$0.00
Current Balance	\$0.00
consolidated into 4476 on 12/31/14 4573	⋮
Available Balance	\$0.00
Current Balance	\$0.00
consolidated into 4476 on 12/31/14 4620	⋮
Available Balance	\$0.00
Current Balance	\$0.00
consolidated into 4476 on 12/31/14 4727	⋮
Available Balance	\$0.00
Current Balance	\$0.00
consolidated into 4476 on 12/31/14 4379	⋮
Available Balance	\$0.00
Current Balance	\$0.00



Summary Statement

January 2020

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

NYCLASS

NYCLASS		Average Monthly Yield: 1.52%						
		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	544,761.27	1,587.14	0.00	700.98	700.98	546,005.64	547,049.39
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	537,687.32	201,197.09	0.00	823.37	823.37	648,428.88	739,707.78
NY-01-1004-0004	PARKS FUND (CM100/CR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	185,313.83	520.10	0.00	238.45	238.45	185,726.28	186,072.38
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	0.00	207,534.62	0.00	136.70	136.70	113,849.36	207,671.32
NY-01-1004-0007	HWY SNOW RD REPAIR RESERVE (DA235)	203,649.09	593.33	0.00	262.06	262.06	204,114.28	204,504.48
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	0.00	155,108.74	0.00	102.16	102.16	85,089.56	155,210.90
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	0.00	12,411.15	0.00	8.17	8.17	6,808.50	12,419.32
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	0.00	225,157.82	0.00	148.29	148.29	123,517.08	225,306.11
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	0.00	100,000.00	0.00	65.85	65.85	54,858.00	100,065.85
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	0.00	150,000.00	0.00	98.81	98.81	82,287.01	150,098.81
Total		1,471,411.51	1,054,109.99	0.00	2,584.84	2,584.84	2,050,684.61	2,528,106.34



Account Statement
January 2020

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

NYCLASS **NY-01-1004-0001**

Summary

Average Monthly Yield: 1.51%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance
NY-01-1004-0001	INVESTMENTS	0.00	0.00	0.00	0.00
					Month End Balance
					0.00

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/31/2020	Ending Balance			0.00	



Account Statement

January 2020

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

NYCLASS NY-01-1004-0002

Summary

Average Monthly Yield: 1.51%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance
NY-01-1004-0002	544,761.27	1,587.14	0.00	700.98	546,005.64
CONT. TAX RESERVE (AA231)					547,049.39

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			544,761.27	
01/15/2020	Contribution	1,587.14			NYT06993415
01/31/2020	Income Earned For The Period	700.98			
01/31/2020	Ending Balance			547,049.39	



Account Statement

January 2020

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

NYCLASS **NY-01-1004-0003**

Summary

Average Monthly Yield: 1.51%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance
NY-01-1004-0003	537,687.32	201,197.09	0.00	823.37	648,428.88
					739,707.78

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			537,687.32	
01/15/2020	Contribution	201,197.09			NYT06993419
01/31/2020	Income Earned For The Period	823.37			
01/31/2020	Ending Balance			739,707.78	



Account Statement
January 2020

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

NYCLASS **NY-01-1004-0004**

Summary

Average Monthly Yield: 1.51%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance
NY-01-1004-0004	PARKS FUND (CM100/CR)	0.00	0.00	0.00	0.00
					Month End Balance
					0.00

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/31/2020	Ending Balance			0.00	



Account Statement

January 2020

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

NYCLASS NY-01-1004-0005

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0005 HWY EQUIP RESERVE (DA230)	185,313.83	520.10	0.00	238.45	185,726.28	186,072.38

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			185,313.83	
01/15/2020	Contribution	520.10			NYT06993423
01/31/2020	Income Earned For The Period	238.45			
01/31/2020	Ending Balance			186,072.38	



Account Statement

January 2020

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

NYCLASS **NY-01-1004-0006**

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0006 HWY IMPROV RESERVE (DA232)	0.00	207,534.62	0.00	136.70	113,849.36	207,671.32

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/15/2020	Contribution	207,534.62			NYT06993424
01/31/2020	Income Earned For The Period	136.70			
01/31/2020	Ending Balance			207,671.32	



Account Statement

January 2020

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

NYCLASS **NY-01-1004-0007**

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0007	HWY SNOW RD REPAIR RESERVE (DA235)	203,649.09	593.33	0.00	262.06	204,114.28
					204,114.28	204,504.48

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			203,649.09	
01/15/2020	Contribution	593.33			NYT06993425
01/31/2020	Income Earned For The Period	262.06			
01/31/2020	Ending Balance			204,504.48	



Account Statement

January 2020

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

NYCLASS NY-01-1004-0008

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0008 REPAIR RESERVE FUND (AA232)	0.00	155,108.74	0.00	102.16	85,089.56	155,210.90

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/15/2020	Contribution	155,108.74			NYT06993416
01/31/2020	Income Earned For The Period	102.16			
01/31/2020	Ending Balance			155,210.90	



Account Statement

January 2020

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

NYCLASS **NY-01-1004-0009**

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0009 TECHNOLOGY RESERVE FUND (AA233)	0.00	12,411.15	0.00	8.17	6,808.50	12,419.32

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/15/2020	Contribution	12,411.15			NYT06993417
01/31/2020	Income Earned For The Period	8.17			
01/31/2020	Ending Balance			12,419.32	



Account Statement

January 2020

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

NYCLASS NY-01-1004-0010

Summary

Average Monthly Yield: 1.51%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance
NY-01-1004-0010	NY'S EMP SYST RESERVE (AA235)	0.00	225,157.82	0.00	148.29
					123,517.08
					225,306.11

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/15/2020	Contribution	225,157.82			NYT06993420
01/31/2020	Income Earned For The Period	148.29			
01/31/2020	Ending Balance			225,306.11	



Account Statement

January 2020

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

NYCLASS **NY-01-1004-0011**

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	0.00	100,000.00	0.00	65.85	54,858.00
						100,065.85

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/15/2020	Contribution	100,000.00			NYT06993421
01/31/2020	Income Earned For The Period	65.85			
01/31/2020	Ending Balance			100,065.85	



Account Statement

January 2020

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

NYCLASS **NY-01-1004-0012**

Summary

					Average Monthly Yield: 1.51%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0012						
SOLID WASTE MGMT RESERVE (AA238)	0.00	150,000.00	0.00	98.81	82,287.01	150,098.81

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/15/2020	Contribution	150,000.00			NYT06993422
01/31/2020	Income Earned For The Period	98.81			
01/31/2020	Ending Balance			150,098.81	



Daily Rates
January 2020

NYCLASS

Date	Dividend Rate	Daily Yield
01-Jan-20	0.000042158	1.54%
02-Jan-20	0.000041848	1.53%
03-Jan-20	0.000041886	1.53%
04-Jan-20	0.000041886	1.53%
05-Jan-20	0.000041886	1.53%
06-Jan-20	0.000041870	1.53%
07-Jan-20	0.000041854	1.53%
08-Jan-20	0.000041591	1.52%
09-Jan-20	0.000041418	1.52%
10-Jan-20	0.000041531	1.52%
11-Jan-20	0.000041531	1.52%
12-Jan-20	0.000041531	1.52%
13-Jan-20	0.000041529	1.52%
14-Jan-20	0.000041535	1.52%
15-Jan-20	0.000041576	1.52%
16-Jan-20	0.000041396	1.52%
17-Jan-20	0.000041340	1.51%
18-Jan-20	0.000041340	1.51%
19-Jan-20	0.000041340	1.51%
20-Jan-20	0.000041340	1.51%
21-Jan-20	0.000041333	1.51%
22-Jan-20	0.000041312	1.51%
23-Jan-20	0.000041123	1.51%
24-Jan-20	0.000041045	1.50%
25-Jan-20	0.000041045	1.50%
26-Jan-20	0.000041045	1.50%
27-Jan-20	0.000041022	1.50%
28-Jan-20	0.000041013	1.50%
29-Jan-20	0.000041007	1.50%
30-Jan-20	0.000040953	1.50%
31-Jan-20	0.000040806	1.49%

MEMO

To: Canandaigua Town Board Date: January 23, 2020

From: Kate Silverstrim-Jensen, Clerk – Finance

Re: December 2019 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through December 31, 2019 with the exception of the Savings #1 and Checking #1 accounts which are in process. Please refer to the Bank Reconciliation folder included with the abstract of bills.

REVENUES

Receipts recorded for December totaled \$334,496.45, major receipts include the following:

- 2019 Mortgage Tax - \$228,216.96
- NYS AIM Related Payment - \$28,151.00
- Town Clerk - \$21,634.62 and \$3,000.00 in special parks & recreation funds.
- Justice Fines & Fees - \$24,367.50
- Development Office - \$7,640.00 applied against accounts receivable
- Reimbursement from other municipalities - \$15,459.27
- Sureties Accepted - \$3,798.70
- Recycling Revenue - \$1,311.92
- Other - \$916.48

Anticipated revenue not yet received:

- 4th Quarter Sales Tax - \$1,214,559.34
- Grant Reimbursement (NYSDOH) - \$700,000.00
- CHIPS - \$210,095.89
- PAVE NY - \$47,956.48
- Sale of Equipment at Auction - \$26,850.00
- NYSDOT for mowing - \$3,885.00
- Ontario County Sheriff for Onanda Park - \$3,600.00
- 4th Quarter Water Billing - \$172,700.00

EXPENDITURES

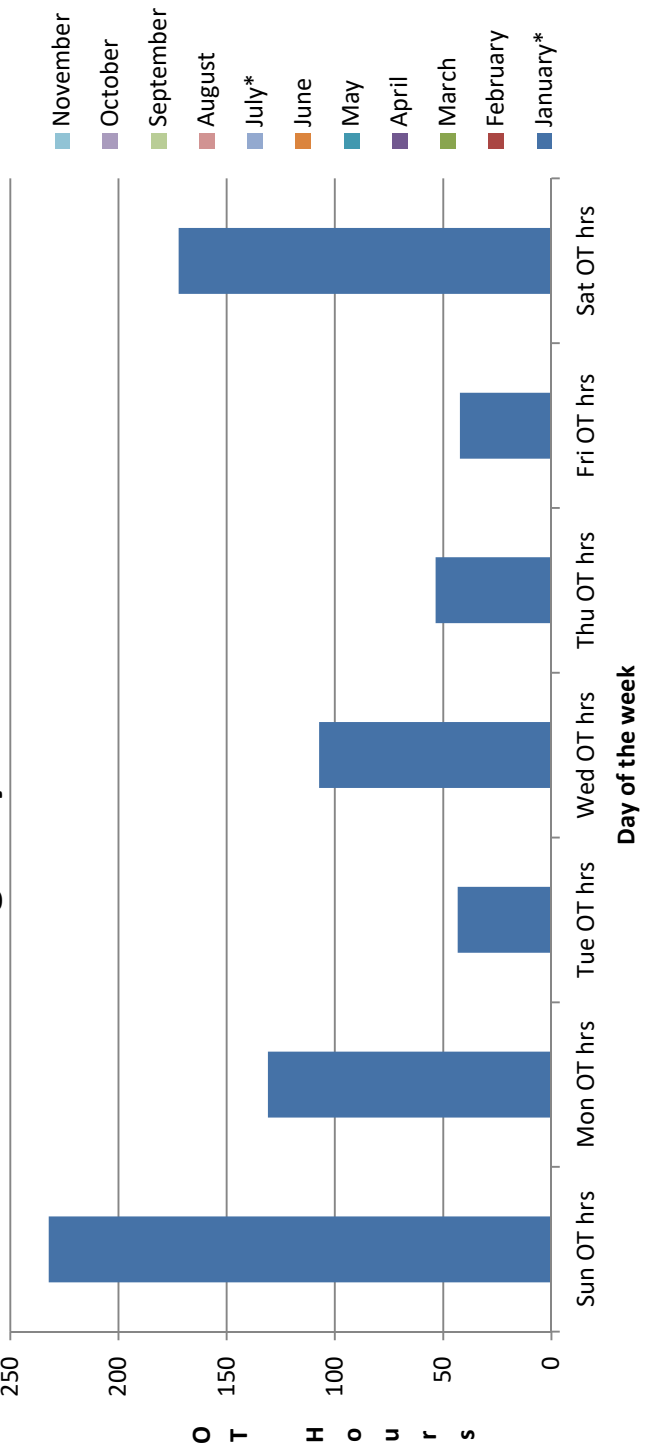
We expect the available balance in each fund to be almost completely expended at the end of December. Bills will continue to come in through the month of January for the prior fiscal year that will be applied towards the remaining balances.

- General Fund (AA100) – Expenditures to date are \$4,157,846.58 against a revised budget of \$3,811,496.52 which leaves -9.09% available.
- Highway Fund (DA100) – Expenditures to date are \$3,829,633.51 against a revised budget of \$4,227,187.17 which leaves 9.4% available.
- Water Fund (SW500) – Expenditures to date are \$1,831,614.58 against a revised budget of \$1,941,820.00 which leaves 5.68% available.

	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January*	232.25	131	43.25	107.25	53.5	42.25	172.25
February	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0
July*	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0
December*	0	0	0	0	0	0	0
	232.25	131.00	43.25	107.25	53.50	42.25	172.25

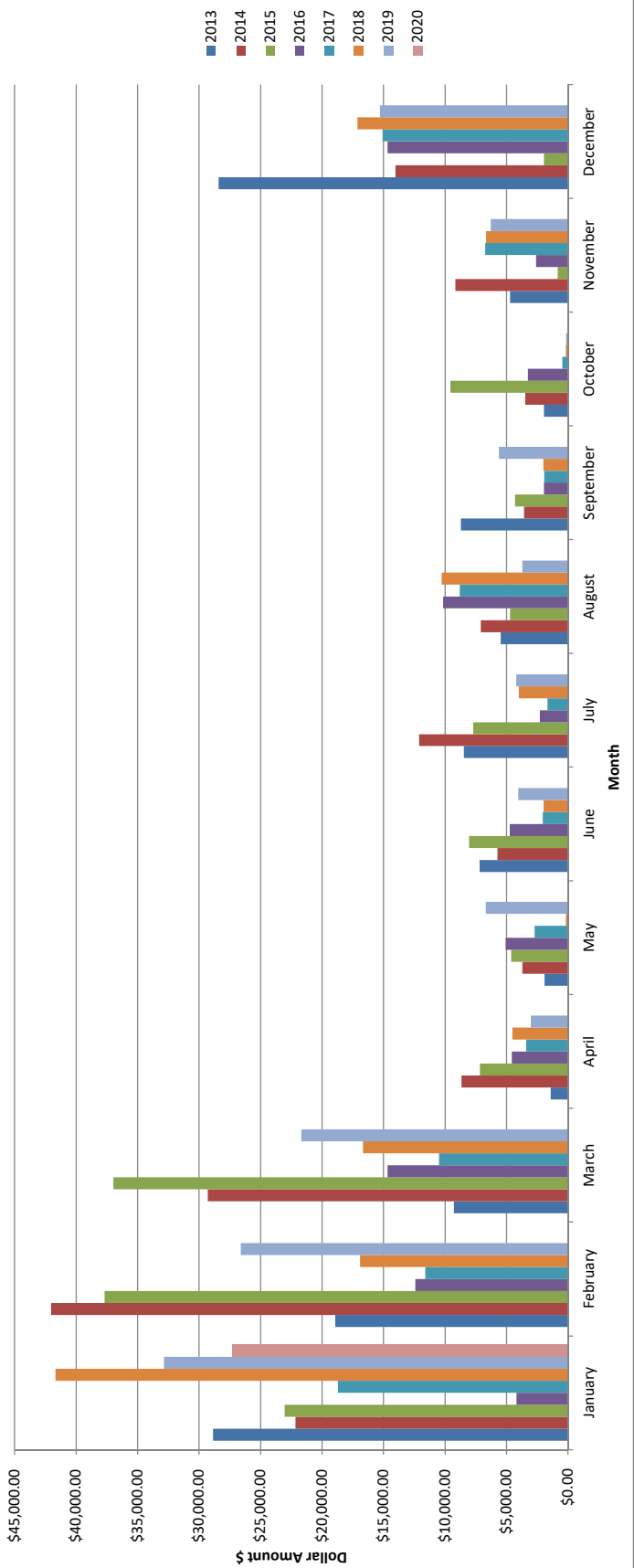
*3 pay period month

2020 Highway Overtime Hours



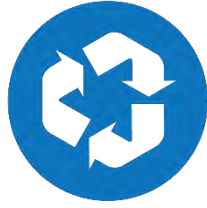
	2013	2014	2015	2016	2017	2018	2019	2020
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58	\$18,707.18	\$41,679.61	\$32,857.11	\$27,324.64
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13	\$11,601.64	\$16,910.89	\$26,602.24	
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85	\$10,491.75	\$16,677.83	\$21,675.11	
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14	\$3,402.95	\$4,524.16	\$3,033.55	
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51	\$178.52	\$6,696.39	
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55	\$1,984.64	\$4,053.52	
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52	\$4,001.48	\$4,222.09	
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31	\$10,281.09	\$3,710.81	
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	\$1,940.93	\$2,009.68	\$5,625.97	
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	\$459.55	\$173.01	\$145.03	
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	\$6,743.01	\$6,656.18	\$6,289.66	
December	\$28,423.96	\$14,038.96	\$1,957.16	\$14,667.81	\$15,086.85	\$17,126.83	\$15,295.31	
Totals	\$125,331.58	\$161,033.60	\$146,629.22	\$80,622.86	\$83,668.75	\$122,203.92	\$130,206.79	\$27,324.64

Overtime Amounts for All Employees
2013-2019



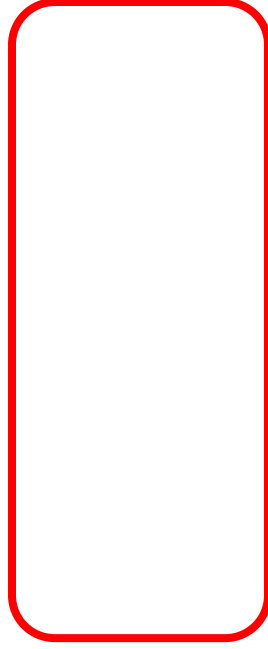
ATTACHMENT 2

TOWN OF CANANDAIGUA
Transfer Station



Reduce. Reuse. Recycle. Rethink.

PERMIT 2020-2021



- Hang from rearview mirror so that this side faces you. Be sure to remove when you leave.
- Please stay in the marked traffic lanes and wait until you have pulled up adjacent to the Transfer Station to exit your vehicle. Follow all posted signage and direction from Transfer Station Attendants.
- This tag is not transferrable. Violators are subject to suspension of use of Transfer Station. If lost or stolen, report to (585) 394-1120 immediately.
- For questions regarding waste disposal, please visit our website at townofcanandaigua.org. Or contact us at (585) 394-3300 or transferstation@townofcanandaigua.org.



TOWN OF CANANDAIGUA
Transfer Station



Reduce. Reuse. Recycle. Rethink.

PERMIT 2020-2021



Hang from rearview mirror so that this side faces you. Be sure to remove when you leave.

Please stay in the marked traffic lanes and wait until you have pulled up adjacent to the Transfer Station to exit your vehicle. Follow all posted signage and direction from Transfer Station Attendants.

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For questions regarding waste disposal, please visit our website at townofcanandaigua.org. Or contact us at (585) 394-3300 or transferstation@townofcanandaigua.org.



2020 Update

TOWN OF CANANDAIGUA

Transfer Station



Reduce. Reuse. Recycle. Rethink.

Ontario County

Local Solid Waste Management Plan

- “The purpose of the Local Solid Waste Management Plan (LSWMP) is to: 1) serve as a countywide framework for the coordination of solid waste management; 2) establish countywide solid waste goals and objectives, including recovery and an overall waste reduction goal and a plan to monitor progress toward the goals; and 3) satisfy state law requiring the development of a waste reduction plan for the County.”
- “Solid waste management in Ontario County is de-centralized, with municipalities at the local level (cities, towns and villages) making solid waste related decisions. This has resulted in a wide variety of management practices throughout the County... While Ontario County is initiating this ten-year solid waste management plan... the primary responsibility for the day-to-day management of solid waste and recyclable materials is intended to remain with the local governments and businesses that are involved with such activities.”

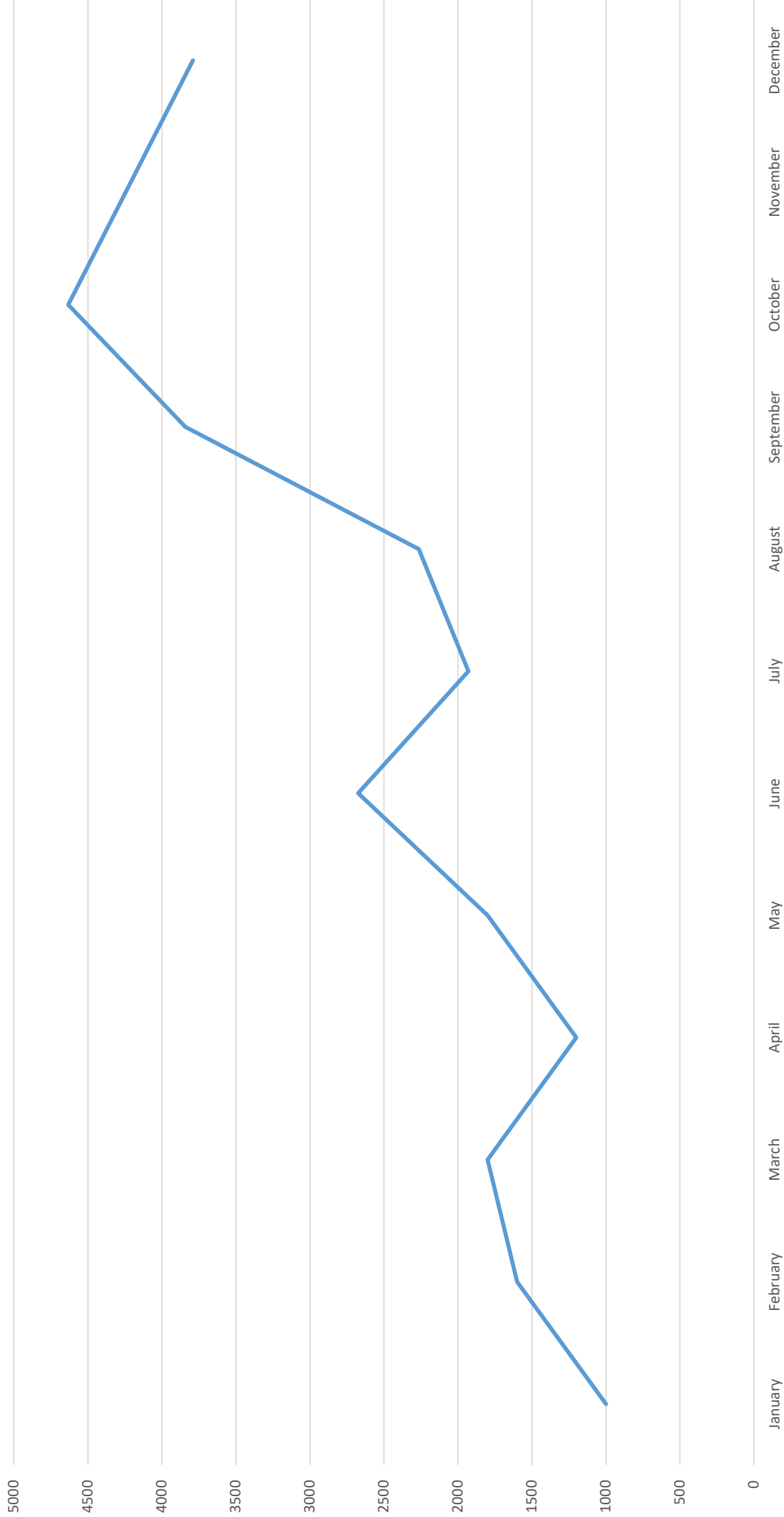
2019 Accomplishments

- ✓ Surveyed Residents regarding current waste disposal knowledge and habits.
- ✓ Formulated a Strategic Plan for Public Education and Outreach.
- ✓ Created a new logo for the Transfer Station.
- ✓ Created a new comprehensive brochure, with an overview of various programs, for digital and mailed release January 2020.
- ✓ Increased social media presence and submitted monthly newsletter articles addressing recycling contamination, promoting composting, waste diversion, and waste reduction.
- ✓ Hosted backyard composting workshop, tabled and presented at the Earthapalooza event at Wood Library, and presented to various groups including middle & high school students, Foxridge HOA, Rover's Senior Club, and the Canandaigua Rotary.
- ✓ Began collection of plastic bags and films at the transfer station.
- ✓ Participated in a strategic planning group at the County level to begin development of a new LSWMP.

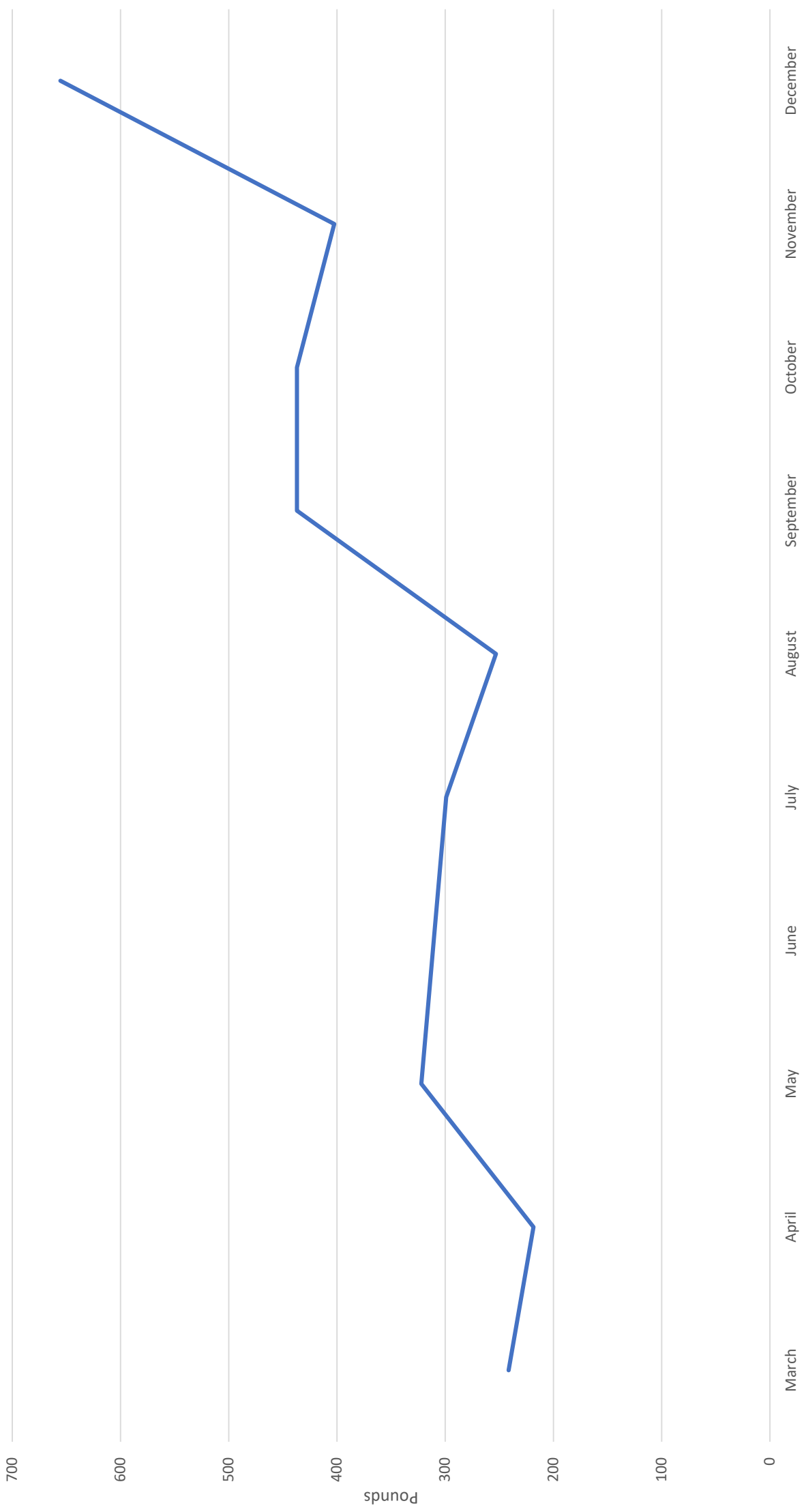
2020 Goals

1. Initiate Strategic Plan, including a major overhaul of the website. (This will be a large undertaking.)
2. Compile FAQs list and materials directory list for website.
3. Distribute/Promote brochure.
4. Implement new signage for Transfer Station.
5. Continue increased social media presence addressing recycling contamination, promoting composting, waste diversion, and waste reduction.
6. Continue to explore options for hosting workshops/events, tabling at events, presenting to community, and partnering with other organizations to leverage messaging.
7. Work with Parks Department to implement a recycling system at Town Parks.

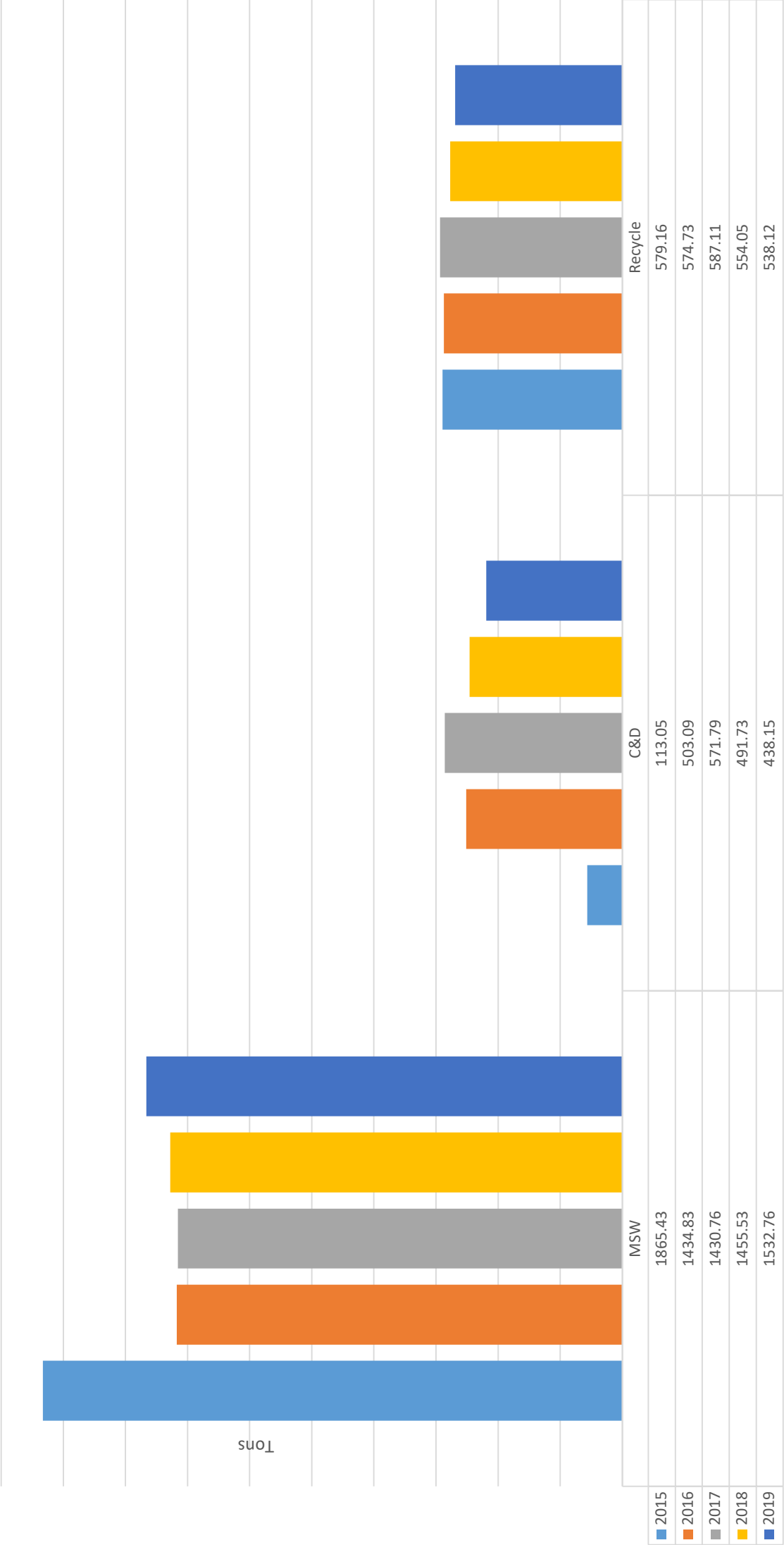
Food Waste Collected



2019 Plastic Bag & Film Collection



5 Year Comparison



So what does that really all mean?

- Our daily average for materials sent to the landfill is 5.76 tons. That means 11,520 pounds of trash is produced EVERY SINGLE DAY in the Town of Canandaigua by Transfer Station permit holders.
- In 2018-2019 there was a total of 2446 Transfer Station permits issued to 1882 households.
- Each household that uses the Transfer Station is producing just over 6 pounds of trash every day.
- That is equal to 6 footballs worth of garbage everyday.
- Each week, each household is producing 43 pounds of trash. That is equal to 43 footballs of trash!

	2015	2016	2017	2018	2019
MSW	1865.43	1434.83	1430.76	1455.53	1532.76
C&D	113.05	503.09	571.79	491.73	438.15
Recycle	579.16	574.73	587.11	554.05	538.12
Metal	141.54	171.70	211.37	167.24	177.86
Ewaste	44.12	23.31	18.13	16.47	17.63
Textiles			17.20	15.85	15.65
Food Waste				3.70	15.37

When you add all the materials collected at the Transfer Station that do not go to the landfill and divide it by all the materials collected that do go to the landfill you get what is called our diversion rate. In 2019, our preliminary diversion rate is 44% . Let’s see if we can increase that number in 2020!



5440 Routes 5 & 20 West
Canandaigua, NY 14424

ORDINANCE COMMITTEE

Monday, January 6 at 9:00 AM

Rev. 1/17/2020

MEETING REPORT

MEETING CALLED BY:	GARY DAVIS			
COMMITTEE MEMBERS:	GARY DAVIS	ERIC COOPER	JOHN CASEY	
	TOM SCHWARTZ	BOB HILLIARD	CHUCK OYLER	
SECRETARY:	ERIC COOPER			
GUESTS:	CATHY MENIKOTZ	TERRY FENNELLY	LINDSAY BOLTON	

PRIVILEGE OF THE FLOOR

COMMITTEE BUSINESS

- Short Term Rental
 - o John Casey would like to see a financial cost/benefit analysis of adoption. How much revenue do we forecast versus the cost of administration?
 - o Tom Schwartz does not believe the Town should add this liability. Currently Single-Family homes do not require inspection after completion.
 - o Bob Hilliard asked whether there impacts on lake quality due to adoption? Will this help protect the lake?
 - o Chris Jensen mentioned this will be difficult to administer. These Single-Family homes were constructed during different years and with different Building Code requirements. Trying to figure out what is acceptable building practice for each home in retrospect would be very burdensome.
 - o The Ordinance Committee's intent of this Code is not to be over burdensome but to create a light registration of properties.
 - o The current issue with Short Term Rentals is getting contact information of property owners in a timely fashion.
 - o Chris Jensen believes that he has the tools currently to police this issue.
 - o Is the regulation of Short-Term Rental legal? Check with Chris Nadler.
- Lighting
 - o The Committee began by reviewing the intent of changes and by agreeing that revisions ought to be made to the existing code.
 - o The Committee desires to have dark sky compliant lighting but understands that people are going to want flood lighting.
 - o The Committee was asked to identify specific, suggested changes to the draft Local Law prior to the next Ordinance Committee meeting.

Next Meeting: January 22, 2019 @ 9:00 am

- To discuss:

- Lighting
- RLD Building Height
- Historic Preservation (Held off by request of History Team until a later date)

Adjournment @ 10:45 am

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424

ORDINANCE COMMITTEE

Monday, January 22 at 9:00 AM

Rev. 1/22/2020

MEETING REPORT

MEETING CALLED BY:	GARY DAVIS		
COMMITTEE MEMBERS:	GARY DAVIS	ERIC COOPER	JOHN CASEY
	TOM SCHWARTZ	CHUCK OYLER	
SECRETARY:	ERIC COOPER		
GUESTS:	CHRIS JENSEN		

PRIVILEGE OF THE FLOOR

COMMITTEE BUSINESS

- Short Term Rental
 - o The Committee was notified that, due to potential action by Ontario County and NY State in regulating Short Term Rentals, we would be holding off future action until those agencies actions was understood. However, the Committee would still welcome Bruce from Host Compliance to our meeting of February 3rd.

- Lighting
 - o The Committee reviewed specific requested changes as noted in the draft Lighting Local Law.
 - o Local Law should make clear that a lighting plan is not required for “all” Special Use Permits, just ones with lighting proposed.
 - o The Committee would like to see different requirements for Commercial and Residential projects.
 - o Mr. Cooper is to work with Chris Jensen to prepare a revised draft and forward to the Committee.

- RLD
 - o Mr. Casey continued a discussion about potential changes to the RLD zoning district. Due to recent applications a number of new potential items were discussed.
 - Pools in the Rear Yard of Lots adjoining Canandaigua Lake.
 - There was a general discussion of whether this rule should be changed to allow pools. The Committee discussed potential negatives of pools including fences, above ground pools, drains for the pool into sanitary sewer, impervious nature of pools.
 - The Committee noticed that current rules do not mention or specifically prohibit above ground pools in the rear yard.
 - Ordinance Committee decided to not make changes to prohibition.
 - Permeable Pavers as Lot Coverage.

- A question was why does the Town count permeable pavers as part of lot coverage. It is very difficult to enforce especially after approvals and CofO's are granted.
- The Committee will ask Lance Brabant of MRB Group and Kevin Olvany of the CLWA for their thoughts.
 - Accessory Building's in RLD
 - Current rules set a strict limit on square footage. However, some lots in RLD are very large or have large frontages to where the size allowance may not be "fair."
 - The Committee discussed allowing larger accessory buildings similar to dock sizes or accessory buildings outside the RLD.
 - Current limit is too small for storage even and especially if building is to be used for lounge space. Should difference in use or location alter permissible size. Lakeside buildings are smaller than other places on lot for instance.
 - Accessory Building height
 - Committee was in agreement that 10 ft. height is too short. Almost impossible to construct well.
 - The Committee does not want a huge building in sq. ft. or height.
 - The Ordinance Committee will review what other Finger Lake Communities do.

Next Meeting: February 3rd, 2019 @ 9:00 am

- **To discuss:**

- **Short Term Rentals**

Also, Next Meeting: February 20th, 2019 @ 9:00 am

- **Lighting**
- **Historic Preservation (Held off by request of History Team until a later date)**

Adjournment @ 10:45 am

TOWN OF CANANDAIGUA
LOCAL LAW # ____ OF 2019

ATTACHMENT "A"

SECTION ONE. The following new subsection, "BB" shall be added at the end of Town Code § 220-9:

BB. Within the R-1-20, R-1-30, SCR-1, AR-1, AR-2, and RR-3 zoning districts, accessory buildings or accessory structures of a nonpermanent nature (movable and temporary) may be utilized for the sale of seasonal agricultural products ~~grown~~ principally by the operator, under the following conditions:

- (1) The stand shall be outside the Public Right of Way.
- (2) Sufficient land area shall be provided to accommodate off-street parking. In no event shall a stand operation be allowed to continue when parking along a public street becomes a traffic safety concern in the opinion of either the Town Highway Superintendent or local law enforcement officials.

SECTION TWO. Town Code § 220-14(B)(5) shall be replaced in its entirety with the following:

- (5) The keeping, breeding, and raising of bovid (such as cows, goats, sheep and including dairies), camelids (such as alpacas), and equids (such as horses), subject to the following restrictions:
 - (a) Minimum lot sizes shall be five acres of land.
 - (b) There shall be a minimum distance of not less than 100 feet between any structure housing animals and any property line or street line of the subject property.
 - (c) There shall be no piling of manure within 200 feet of a lot line. There shall be no piling of manure as otherwise prohibited in the Town Code.

Town Code § 220-14(B)(7) shall be replaced in its entirety with the following:

- (7) The provisions of subsection B(5) and B(6) above shall not apply to any generally accepted farm operation or practice occurring within an established Ontario County Agricultural District.

SECTION THREE. Town Code § 220-14(C)(4)(a) and (b) shall be replaced in their entirety with the following:

- (a) Such structures shall conform to the minimum setback requirements for the principal buildings in this district as specified in the schedule.
- (b) Sufficient land area shall be provided to accommodate off-street parking for not less than three vehicles on site. In no event shall a structure be allowed to continue when parking along a public highway becomes a traffic safety concern in the opinion of either the Town Highway Superintendent or local law enforcement officials.

SECTION FOUR. Town Code § 220-14(C)(5) shall be deleted in its entirety.

SECTION FIVE. Town Code § 220-14(E)(5) shall be replaced in its entirety with the following: Commercial ~~h~~Horse ~~b~~BBoarding ~~o~~OOperation, ~~s~~SStables or riding academies where animals are boarded, rented or leased.

SECTION SIX. The following new special use shall be added as Town Code § 220-14(E)(18): Small-Acreage Agricultural Use.

SECTION SIX-A. The following shall be added to Town Code § 220-17(B):

- (4) The keeping, breeding, and raising of bovids (such as cows, goats, sheep and including dairies), camelids (such alpaca), and equids (such as horses), subject to the following restrictions:

- (a) Minimum lot sizes shall be five acres of land.
 - (b) There shall be a minimum distance of not less than 100 feet between any structure housing animals and any property line or street line of the subject property.
 - (c) There shall be no piling of manure within 200 feet of a lot line. There shall be no piling of manure as otherwise prohibited in the Town Code.
- (5) The keeping, breeding and raising of furbearing animals, swine and fowl subject to the following restrictions:
- (a) Minimum lot sizes shall be five acres of land.
 - (b) Confining shelters shall not be closer than 200 feet from any property line or street line.

(c) Wet litter disposal operations shall be permitted only under the following conditions:

[1] All buildings containing furbearing animals, swine, fowl or litter shall not be any closer than 200 feet from any street or lot lines and no closer than 200 feet from the nearest residence building on an adjacent lot.

[2] Sludge or other products produced by the operation must be stored in a tank or suitable container until removed.

(6) The provisions of Subsection B(4) and (5) above shall not apply to any generally accepted farm operation or practice occurring within an established Ontario County Agricultural District.

SECTION SIX-B. The following shall be added to Town Code § 220-18(C):

(4) The keeping, breeding, and raising of bovids (such as cows, goats, sheep and including dairies), camelids (such as alpaca), and equids (such as horses), subject to the following restrictions:

(a) Minimum lot sizes shall be five acres of land.

(b) There shall be a minimum distance of not less than 100 feet between any structure housing animals and any property line or street line of the subject property.

(c) There shall be no piling of manure within 200 feet of a lot line. There shall be no piling of manure as otherwise prohibited in the Town Code.

(5) The keeping, breeding and raising of furbearing animals, swine and fowl subject to the following restrictions:

(a) Minimum lot sizes shall be five acres of land.

(b) Confining shelters shall not be closer than 200 feet from any property line or street line.

(c) Wet litter disposal operations shall be permitted only under the following conditions:

[1] All buildings containing furbearing animals, swine, fowl or litter shall not be any closer than 200 feet from any street or lot lines and no closer than 200 feet from the nearest residence building on an adjacent lot.

[2] Sludge or other products produced by the operation must be stored in a tank or suitable container until removed.

(6) The provisions of Subsection C(4) and (5) above shall not apply to any generally accepted farm operation or practice occurring within an established Ontario County Agricultural District.

SECTION SEVEN. Town Code § 220-18(D)(5) and § 220-18(D)(7) shall be deleted in their entirety.

SECTION EIGHT. The following new special use shall be added as Town Code § 220-21(E)(3): Temporary Farm Stand.

SECTION NINE. Town Code § 220-23(B)(11) shall be replaced in its entirety with the following: Produce markets, Farm and Craft Markets. Town Code § 220-23(B)(22) shall be deleted in its entirety.

SECTION TEN. Town Code § 220-25(B)(10) shall be replaced in its entirety with the following: Agricultural or farming activities, and agricultural processing facilities limited to the processing of crops and/or dairy products.

SECTION ELEVEN. The following new subsection "B(13)" shall be added at the end of Town Code § 220-25(B):

(13) Accessory structures of a nonpermanent nature (movable and temporary) may be utilized for the sale of seasonal agricultural products ~~grown principally by the operator~~, under the following conditions:

- (a) The stand shall be outside the Public Right of Way.
- (b) Sufficient land area shall be provided to accommodate of-street parking. In no event shall a stand operation be allowed to continue when parking along a public street becomes a traffic safety concern in the opinion of either the Town Highway Superintendent or local law enforcement officials.

SECTION TWELVE. Town Code § 220-34(D) shall be deleted in its entirety.

SECTION THIRTEEN. Town Code § 220-46(B)(1) shall be replaced in its entirety with the following: Storage of horse vans for transporting horses as may be accessory to the principal use.

SECTION FOURTEEN. Town Code § 220-46(C) shall be replaced in its entirety with the following: The land devoted to this use shall not be less than 7 contiguous acres.

SECTION FIFTEEN. Town Code § 220-46(E) shall be replaced in its entirety with the following: The number of horses that may be boarded and/or trained at such property shall be at least 10 horses for the first 7 acres of land devoted to this use.

SECTION SIXTEEN. Town Code § 220-46(M) shall be replaced in its entirety with the following: Any loudspeakers shall be installed or used on the premises in a manner to minimize potential nuisances to adjacent properties.

SECTION SEVENTEEN. The following new subsection "E" shall be added at the end of Town Code § 220-49:

E. The provisions in this section shall not apply to any generally accepted farm operation or practice within an established Ontario County Agricultural District.

SECTION EIGHTEEN. Town Code § 220-56 shall be removed in its entirety, amended to replace "horses" with "livestock."

Specifically, the title of this section shall be "Keeping of livestock in R-1-30 and SCR-1 Districts."

The word "horses" shall be replaced with "livestock" in the first paragraph of this section.

Town Code § 220-56(G) shall be replaced in its entirety with the following:

—C.— No more than one such livestock shall be permitted per acre of fenced area. In no instance shall more than five (5) of such livestock be permitted.

The word "horses" shall be replaced by the word "livestock" in subsection (F) and subsection (G) of this section.

The following new subsection "J" shall be added at the end of Town Code § 220-56:

—J.— The provisions in this section shall not apply to any generally accepted farm operation or practice within an established Ontario County Agricultural District.

SECTION NINETEEN. The following new special use shall be added as Town Code § 220-56.1: Small-Acreage Agricultural Use:

§ 220-56.1. Small-Acreage Agricultural Use

The Town Planning Board may approve a special use permit for the use of land and buildings for keeping of livestock in the AR-1, AR-2, and RR-3 Residential Districts, provided that, in addition to compliance with the general requirements contained in § 220-35, the following standards and provisions are met and maintained:

- A. Subject Parcel meets dimension requirements of the zoning district.
- B. Planning Board approves a statement of operations that includes:
 - (1) Number and Type of each livestock.
 - (2) Hours of Operation
 - (3) How livestock excrement will be handled to be no more objectionable to the users of nearby ~~properties~~, properties, by reason of odors, fumes, pollution of air or water, including subsurface waters, unsightliness or similar conditions than would be the operation of any permitted use.
 - (4) Fencing, Setbacks, and Buffers.
- C. Sketch Plan showing location of Agricultural Buildings to house livestock and showing how such building minimizes impact to nearby properties.
- D. Application for Special Use will be forwarded for comments to the Town of Canandaigua Agricultural Enhancement Board.
- E. The provisions in this section shall not apply to any generally accepted farm operation or practice within an established Ontario County Agricultural District.

SECTION TWENTY. The following new special use shall be added as Town Code § 220-56.2: Temporary Farm Stands:

§ 220-56.2. Temporary Farm Stands.

The Town Planning Board may approve a special use permit for the use of land for the sale of seasonal agricultural products provided that, in addition to compliance with the general requirements contained in § 220-35, the following standards and provisions are met and maintained:

- A. Accessory buildings or structures utilized must be movable and temporary.
- B. The stand shall be set back outside of the Public Right of Way.

- C. Sufficient land area shall be provided to accommodate off-street parking. In no event shall a stand operation be allowed to continue when parking along a public street becomes a traffic safety concern in the opinion of either the Highway Superintendent or local law enforcement officials.
- D. The provisions in this section shall not apply to any generally accepted farm operation or practice within an established Ontario County Agricultural District.

SECTION TWENTY ONE. Town Code § 220-71(G) shall be replaced in its entirety with the following:

- G. Resulting development will not have an undue negative impact on neighboring properties including farmland and agricultural operations.

SECTION TWENTY TWO. The following definitions contained in Town Code § 1-17 shall be replaced or added in their entirety:

AGRICULTURAL DATA STATEMENT

A statement as defined in Section § 301 of New York State Agriculture and Markets Law

AGRICULTURAL OR FARMING ACTIVITIES

See “Agricultural Use”

AGRICULTURAL STRUCTURE

See “Building, Agricultural”.

AGRICULTURAL USE

Cultivation of land, or raising or harvesting of any agricultural or horticultural commodity, including the raising, shearing, feeding, caring for, training of and management of farm animals, including the sale of products grown on or raised directly on such land and including the construction, alteration or maintenance of fences, agricultural roads, agricultural drainage systems, farm ponds on such lands, and the necessary accessory uses for storage; provided, however, that the operation of any such accessory use shall be incidental to that of the principal agricultural activities. The term “farm” is included in this definition.

BARN

See “Building, Agricultural”

BUILDING, AGRICULTURAL

A detached building or structure used to support an agricultural use. Said building or structure may be used for the housing of farm animals, agricultural products, agricultural materials, agricultural equipment, or for the incidental or customary processing of farm products, and provided that such building is located on, or operated in conjunction with ~~to~~ the operation of the farm.

COMMERCIAL HORSE BOARDING OPERATION

An operation as defined in Section § 301 of New York State Agriculture and Markets Law.

CROPS, LIVESTOCK AND LIVESTOCK PRODUCTS

Products as defined in Section § 301 of New York State Agriculture and Markets Law

DISTURBANCE

The removal of vegetation, any and all excavation (including but not limited to the use of motorized machinery on soil), grading, grubbing, excavation, stockpiling, filling, removal of soil or rock, demolition of existing structures, access created for construction purposes, drilling, trenching, benching, terracing, backfilling, storm and erosion control work, embankment stabilization, installation or construction of catch basins, culvert piping, swales, ditches, rip rap, construction entrances, driveways (including shared), retaining walls or improvements of a similar nature, utility work, placing or filling soil on top of the natural vegetative cover and the conditions resulting from any of such activities. Land disturbance does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility or Agricultural Use

FARM

Any parcel which is used for agricultural or farming activities. It includes necessary farm structures and the storage of equipment used.

FARM ANIMALS

See, “Crops, Livestock, and Livestock Products” Subsection E

FARM BUILDING

See “Building, Agricultural”

FARMING PRACTICES

An activity, now permitted by law, engaged in by a farmer as defined herein in connection with and in furtherance of the business of farming, and shall include without limitation the collection, transportation, distribution, and storage of animal wastes; storage, transportation and use of equipment for tillage; planting and harvesting; transportation, storage and use of legally permitted fertilizers, lime, insecticides and pesticides all in accordance with local, state and federal law and regulation, and in accordance with the manufacturer's instructions and warnings; construction of farm structures and facilities as permitted by local and state building code and regulation, including construction and maintenance of fences.

FARM LABOR HOUSING

A dwelling unit used by farm ~~labor~~-employees and their families.

FARMLAND AND CONSERVATION OPEN SPACE PLAN

The report accepted by the Town Board as part of the implementing phase of the Comprehensive Plan, that provides a detailed inventory of farmland and open space resources throughout the Town. The report provides the strategies to be used by the Town Board, Planning Board, developers and the public to achieve meaningful open space conservation. This shall include the Open Space, Conservation and Scenic Views Master Plan adopted in 2018; the Agricultural Enhancement Plan adopted in 2016; and other documents as may be approved by the Town Board at a later date.

FARM OPERATION

An operation as defined in Section § 301 of New York State Agriculture and Markets Law.

FARM WOODLAND

Woodland as defined in Section § 301 of New York State Agriculture and Markets Law

GROSS SALES VALUE

As defined in Section § 301 of New York State Agriculture and Markets Law .

LAND USED IN AGRICULTURAL PRODUCTION

As defined in Section § 301 of New York State Agriculture and Markets Law

SMALL ACREAGE LIVESTOCK USE

The keeping of certain livestock for agricultural use, including associated buildings, on a parcel of land under 5 acres lot size. Regulated livestock shall include ~~b~~Bovids, ~~c~~Camelids, ~~e~~Equids, fur bearing animals, swine, and fowl. This use shall not regulate the keeping of Bees.

TEMPORARY FARM STAND

A structure of a nonpermanent nature (movable) and temporarily utilized for the sale of agricultural products.

TRUCK GARDEN/NURSERY FARM

A Farm Operation devoted to the growing of vegetables, fruits, woody mature plants, sod or flowers to sell to the public either on site or through established commercial facilities elsewhere.

ZONING, AMENITY

Those community benefits listed in § 220-31 of Chapter 220, Zoning.

SECTION TWENTY THREE. The Town of Canandaigua Zoning Schedule (220a) is hereby amended and replaced in its entirety with the Zoning Schedule attached hereto as Attachment "B."

SECTION TWENTY FOUR. Severability. If any portion of this Local Law shall be deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Local Law shall remain in full force and effect to the extent practicable.

SECTION TWENTY FIVE. Effective Date. This Local Law shall be effective immediately upon its filing with the New York State Secretary of State.

ATTACHMENT 3



Town of Canandaigua , NY

Budget Report

Account Summary

For Fiscal: 2020 Period Ending: 02/29/2020

Fund: AA100 - GENERAL FUND

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
AA100.1001.00000	555,000.00	555,000.00	0.00	285,991.00	-269,009.00	48.47 %
AA100.1030.00000	21,696.00	21,696.00	0.00	374.43	-21,321.57	98.27 %
AA100.1090.00000	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
AA100.1120.00000	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	100.00 %
AA100.1170.00000	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
AA100.1255.00000	1,400.00	1,400.00	0.00	0.00	-1,400.00	100.00 %
AA100.1603.00000	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
AA100.2001.00000	105,000.00	105,000.00	0.00	0.00	-105,000.00	100.00 %
AA100.2110.00000	27,500.00	27,500.00	0.00	0.00	-27,500.00	100.00 %
AA100.2120.00000	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
AA100.2148.00000	20.00	20.00	0.00	0.00	-20.00	100.00 %
AA100.2192.00000	500.00	500.00	0.00	0.00	-500.00	100.00 %
AA100.2302.00000	26,620.00	26,620.00	0.00	1,000.00	-25,620.00	96.24 %
AA100.2401.00000	15,000.00	15,000.00	0.00	540.72	-14,459.28	96.40 %
AA100.2410.00000	12,800.00	12,800.00	0.00	900.00	-11,900.00	92.97 %
AA100.2544.00000	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
AA100.2590.00000	67,000.00	67,000.00	0.00	0.00	-67,000.00	100.00 %
AA100.2591.00000	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
AA100.2610.00000	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
AA100.2651.00000	15,000.00	15,000.00	0.00	636.44	-14,363.56	95.76 %
AA100.2665.00000	12,500.00	12,500.00	0.00	0.00	-12,500.00	100.00 %
AA100.3005.00000	230,000.00	230,000.00	0.00	0.00	-230,000.00	100.00 %
AA100.3092.00000	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
AA100.5031.0000CM	192,500.00	192,500.00	0.00	0.00	-192,500.00	100.00 %
AA100.9000.00000	491,334.00	491,334.00	0.00	0.00	-491,334.00	100.00 %
Revenue Total:		4,042,370.00	0.00	289,442.59	-3,752,927.41	92.84 %
Expense						
AA100.1010.110.00000	20,660.00	20,660.00	0.00	1,530.40	19,129.60	92.59 %
AA100.1010.400.00000	750.00	750.00	51.61	51.61	698.39	93.12 %
AA100.1110.110.00000	50,850.00	50,850.00	0.00	3,766.68	47,083.32	92.59 %
AA100.1110.120.00000	23,400.00	23,400.00	0.00	477.00	22,923.00	97.96 %
AA100.1110.130.00000	5,000.00	5,000.00	0.00	225.00	4,775.00	95.50 %
AA100.1110.140.00000	17,316.00	17,316.00	0.00	185.00	17,131.00	98.93 %
AA100.1110.200.00000	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1110.400.00000	10,140.00	10,140.00	0.00	0.00	10,140.00	100.00 %
AA100.1110.401.00000	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
AA100.1220.110.00000	20,400.00	20,400.00	0.00	1,511.12	18,888.88	92.59 %
AA100.1220.120.00000	2,000.00	2,000.00	0.00	76.92	1,923.08	96.15 %
AA100.1220.400.00000	1,500.00	1,500.00	0.00	150.00	1,350.00	90.00 %
AA100.1230.100.00000	125,000.00	125,000.00	0.00	9,259.26	115,740.74	92.59 %
AA100.1230.120.00000	30,810.00	30,810.00	0.00	602.38	30,207.62	98.04 %
AA100.1230.200.00000	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00 %
AA100.1230.400.00000	7,490.00	7,490.00	0.00	62.24	7,427.76	99.17 %
AA100.1320.400.00000	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
AA100.1340.400.00000	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.1345.400.00000	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00 %
AA100.1355.120.00000	73,000.00	73,000.00	0.00	5,407.40	67,592.60	92.59 %
AA100.1355.132.00000	45,931.00	45,931.00	0.00	1,419.28	44,511.72	96.91 %
AA100.1355.150.00000	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.1355.200.00000	500.00	500.00	0.00	0.00	500.00	100.00 %

Budget Report

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1355.400.000000	9,300.00	9,300.00	0.00	3,463.60	5,836.40	62.76 %
AA100.1355.420.000000	200.00	200.00	0.00	0.00	200.00	100.00 %
AA100.1410.110.000000	63,154.00	63,154.00	0.00	4,678.08	58,475.92	92.59 %
AA100.1410.131.000000	37,986.00	37,986.00	0.00	1,176.38	36,809.62	96.90 %
AA100.1410.141.000000	22,568.00	22,568.00	0.00	654.88	21,913.12	97.10 %
AA100.1410.200.000000	850.00	850.00	0.00	0.00	850.00	100.00 %
AA100.1410.400.000000	12,550.00	12,550.00	186.80	2,614.00	9,936.00	79.17 %
AA100.1410.400.000000	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00 %
AA100.1420.400.000000	68,750.00	68,750.00	0.00	5,092.60	63,657.40	92.59 %
AA100.1430.132.000000	15,600.00	15,600.00	0.00	423.75	15,176.25	97.28 %
AA100.1430.141.000000	31,110.00	31,110.00	0.00	586.54	30,523.46	98.11 %
AA100.1430.142.000000	55,000.00	55,000.00	0.00	4,074.08	50,925.92	92.59 %
AA100.1430.144.000000	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1430.200.000000	6,125.00	6,125.00	0.00	31.66	6,093.34	99.48 %
AA100.1430.410.000000	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
AA100.1430.420.000000	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
AA100.1440.400.000000	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.1440.406.000000	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
AA100.1450.400.000000	2,855.00	2,855.00	0.00	0.00	2,855.00	100.00 %
AA100.1460.200.000000	12,600.00	12,600.00	387.50	387.50	12,212.50	96.92 %
AA100.1460.400.000000	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00 %
AA100.1480.400.000000	65,000.00	128,722.23	0.00	3,722.23	125,000.00	97.11 %
AA100.1620.200.000000	4,000.00	4,000.00	0.00	12.97	3,987.03	99.68 %
AA100.1620.400.000000	38,200.00	38,200.00	679.26	1,422.36	36,777.64	96.28 %
AA100.1620.403.000000	60,000.00	60,000.00	947.00	1,037.49	58,962.51	98.27 %
AA100.1620.404.000000	34,950.00	34,950.00	555.72	656.78	34,293.22	98.12 %
AA100.1620.405.000000	25,400.00	25,400.00	394.00	394.00	25,006.00	98.45 %
AA100.1620.410.000000	28,500.00	28,500.00	0.00	401.64	28,098.36	98.59 %
AA100.1670.400.000000	43,625.00	53,045.00	0.00	0.00	53,045.00	100.00 %
AA100.1680.200.000000	51,200.00	51,200.00	429.81	2,208.02	48,991.98	95.69 %
AA100.1680.400.000000	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
AA100.1910.400.000000	1,350.00	1,350.00	0.00	1,350.00	0.00	0.00 %
AA100.1920.400.000000	112,000.00	112,000.00	0.00	0.00	112,000.00	100.00 %
AA100.1990.400.000000	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00 %
AA100.3120.400.000000	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
AA100.3310.200.000000	91,500.00	91,500.00	280.00	783.00	90,717.00	99.14 %
AA100.3310.400.000000	24,600.00	24,600.00	0.00	0.00	24,600.00	100.00 %
AA100.3510.400.000000	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
AA100.4020.100.000000	250.00	250.00	0.00	0.00	250.00	100.00 %
AA100.4020.400.000000	4,000.00	4,000.00	0.00	4,000.00	0.00	0.00 %
AA100.4540.400.000000	74,781.00	74,781.00	0.00	5,539.34	69,241.66	92.59 %
AA100.5010.110.000000	3,191.00	3,191.00	0.00	122.73	3,068.27	96.15 %
AA100.5010.120.000000	20,000.00	20,000.00	0.00	694.50	19,305.50	96.53 %
AA100.5010.130.000000	33,000.00	33,000.00	23.90	23.90	32,976.10	99.93 %
AA100.5182.400.000000	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.6410.410.000000	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
AA100.6410.420.000000	50,000.00	50,000.00	0.00	50,000.00	0.00	0.00 %
AA100.6989.400.000000	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
AA100.7020.141.000000	49,350.00	49,350.00	0.00	3,655.56	45,694.44	92.59 %
AA100.7110.121.000000	38,440.00	38,440.00	0.00	1,152.00	37,288.00	97.00 %
AA100.7110.130.000000	49,650.00	49,650.00	0.00	0.00	49,650.00	100.00 %
AA100.7110.131.000000	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00 %
AA100.7110.142.000000	12,188.00	12,188.00	0.00	234.00	11,954.00	98.08 %
AA100.7110.143.000000	98,750.00	128,650.00	1,297.50	1,297.50	127,352.50	98.99 %
AA100.7110.200.000000	192,500.00	233,000.00	0.00	0.00	233,000.00	100.00 %
AA100.7110.201.000000	96,115.00	96,115.00	1,400.78	2,118.20	93,996.80	97.80 %
AA100.7110.400.000000	8,400.00	8,400.00	0.00	0.00	8,400.00	100.00 %
AA100.7110.402.000000	50,500.00	50,500.00	0.00	0.00	50,500.00	100.00 %

Budget Report

For Fiscal: 2020 Period Ending: 02/29/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.7140.142.00000	34,800.00	34,800.00	0.00	0.00	34,800.00	100.00 %
AA100.7140.200.00000	350.00	350.00	0.00	0.00	350.00	100.00 %
AA100.7140.400.00000	16,500.00	16,500.00	290.00	290.00	16,210.00	98.24 %
AA100.7140.405.00000	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
AA100.7140.410.00000	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.7140.410.00000	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
AA100.7510.120.00000	3,312.00	3,312.00	0.00	0.00	3,312.00	100.00 %
AA100.7510.400.00000	600.00	600.00	0.00	0.00	600.00	100.00 %
AA100.7550.400.00000	4,500.00	4,500.00	0.00	2,050.00	2,450.00	54.44 %
AA100.7620.400.00000	2,500.00	2,500.00	0.00	7.54	2,492.46	99.70 %
AA100.8010.120.00000	59,625.00	59,625.00	0.00	4,416.66	55,208.34	92.59 %
AA100.8010.141.00000	8,528.00	8,528.00	0.00	164.00	8,364.00	98.08 %
AA100.8010.144.00000	40,040.00	40,040.00	0.00	1,232.00	38,808.00	96.92 %
AA100.8010.145.00000	31,200.00	31,200.00	0.00	960.00	30,240.00	96.92 %
AA100.8010.200.00000	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.8010.400.00000	2,800.00	2,800.00	0.00	332.24	2,467.76	88.13 %
AA100.8020.120.00000	13,750.00	13,750.00	0.00	0.00	13,750.00	100.00 %
AA100.8020.140.00000	6,200.00	6,200.00	0.00	14.00	6,186.00	99.77 %
AA100.8020.150.00000	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
AA100.8020.160.00000	1,800.00	1,800.00	0.00	98.00	1,702.00	94.56 %
AA100.8020.400.00000	16,350.00	16,350.00	68.06	152.19	16,197.81	99.07 %
AA100.8020.410.00000	8,500.00	8,500.00	202.50	202.50	8,297.50	97.62 %
AA100.8020.412.00000	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
AA100.8020.422.00000	5,000.00	6,356.00	0.00	0.00	6,356.00	100.00 %
AA100.8020.424.00000	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
AA100.8020.428.00000	16,200.00	16,200.00	0.00	0.00	16,200.00	100.00 %
AA100.8020.430.00000	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
AA100.8020.450.00000	12,200.00	12,200.00	0.00	0.00	12,200.00	100.00 %
AA100.8040.120.00000	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00 %
AA100.8040.400.00000	9,000.00	9,000.00	0.00	85.53	8,914.47	99.05 %
AA100.8140.200.00000	250.00	250.00	0.00	0.00	250.00	100.00 %
AA100.8140.400.00000	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
AA100.8160.130.00000	60,098.00	60,098.00	0.00	0.00	60,098.00	100.00 %
AA100.8160.140.00000	25,500.00	25,500.00	0.00	498.55	25,001.45	98.04 %
AA100.8160.201.00000	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.8160.400.00000	89,380.00	89,380.00	2,618.46	2,618.46	86,761.54	97.07 %
AA100.8664.121.00000	68,453.00	68,453.00	0.00	5,070.60	63,382.40	92.59 %
AA100.8664.122.00000	17,314.00	17,314.00	0.00	494.24	16,819.76	97.15 %
AA100.8664.124.00000	62,093.00	62,093.00	0.00	4,599.48	57,493.52	92.59 %
AA100.8664.200.00000	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
AA100.8664.400.00000	5,315.00	5,315.00	267.13	1,223.25	4,091.75	76.98 %
AA100.8710.400.00000	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
AA100.8810.400.00000	10,001.00	10,001.00	0.00	0.00	10,001.00	100.00 %
AA100.8989.400.00000	29,000.00	29,000.00	0.00	27,593.00	1,407.00	4.85 %
AA100.9010.800.00000	135,000.00	135,000.00	0.00	0.00	135,000.00	100.00 %
AA100.9030.800.00000	112,000.00	112,000.00	0.00	5,556.47	106,443.53	95.04 %
AA100.9040.800.00000	73,663.00	73,663.00	0.00	73,663.00	0.00	0.00 %
AA100.9050.800.00000	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.9055.800.00000	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.9060.810.00000	185,000.00	185,000.00	0.00	25,957.77	159,042.23	85.97 %
AA100.9060.811.00000	13,000.00	13,000.00	0.00	1,802.80	11,197.20	86.13 %
AA100.9060.820.00000	2,000.00	2,000.00	0.00	148.14	1,851.86	92.59 %
AA100.9060.830.00000	45,000.00	45,000.00	0.00	15,110.00	29,890.00	66.42 %
AA100.9710.600.00000	205,000.00	205,000.00	0.00	0.00	205,000.00	100.00 %
AA100.9710.700.00000	81,113.00	81,113.00	0.00	0.00	81,113.00	100.00 %

Expense Total:

Fund: AA100 - GENERAL FUND Surplus (Deficit):

4,042,370.00	4,187,268.23	10,080.03	313,074.00	-23,631.41	3,874,194.23	92.52 %
0.00	-144,898.23	-10,080.03		121,266.82	83.69 %	

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For Fiscal: 2020 Period Ending: 02/29/2020

Fund: CL100 - LOCAL SOLID WASTE

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>CL100.9000.00000</u>	61,912.71	61,912.71	0.00	0.00	-61,912.71	100.00 %
Revenue Total:	61,912.71	61,912.71	0.00	0.00	-61,912.71	100.00 %
Expense						
<u>CL100.1480.400.00000</u>	43,211.56	51,674.31	0.00	0.00	51,674.31	100.00 %
<u>CL100.8160.200.00000</u>	0.00	0.00	0.00	2,499.99	-2,499.99	0.00 %
<u>CL100.8160.400.00000</u>	18,701.15	18,701.15	0.00	-2,499.99	21,201.14	113.37 %
Expense Total:	61,912.71	70,375.46	0.00	0.00	70,375.46	100.00 %
Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):	0.00	-8,462.75	0.00	0.00	8,462.75	100.00 %

Fund: CM100 - (CR) RECREATION,MISCELLANEOUS

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>CM100.2001.00000</u>	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
<u>CM100.9000.00000</u>	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
Revenue Total:	160,000.00	160,000.00	0.00	0.00	-160,000.00	100.00 %
Expense						
<u>CM100.9901.900.00000</u>	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
Expense Total:	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
Fund: CM100 - (CR) RECREATION,MISCELLANEOUS Surplus (Deficit)	0.00	0.00	0.00	0.00	0.00	0.00 %

Fund: DA100 - HIGHWAY

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>DA100.1001.00000</u>	865,000.00	865,000.00	0.00	865,000.00	0.00	0.00 %
<u>DA100.1120.00000</u>	2,400,000.00	2,400,000.00	0.00	0.00	-2,400,000.00	100.00 %
<u>DA100.2302.00000</u>	135,000.00	135,000.00	0.00	0.00	-135,000.00	100.00 %
<u>DA100.2303.00000</u>	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
<u>DA100.2665.00000</u>	39,000.00	39,000.00	0.00	0.00	-39,000.00	100.00 %
<u>DA100.3501.00000</u>	260,000.00	260,000.00	0.00	0.00	-260,000.00	100.00 %
<u>DA100.9000.00000</u>	295,070.00	295,070.00	0.00	0.00	-295,070.00	100.00 %
Revenue Total:	3,999,070.00	3,999,070.00	0.00	865,000.00	-3,134,070.00	78.37 %
Expense						
<u>DA100.1420.400.00000</u>	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>DA100.1440.400.00000</u>	75,003.00	75,003.00	0.00	0.00	75,003.00	100.00 %
<u>DA100.1710.400.00000</u>	14,500.00	14,500.00	47.56	352.14	14,147.86	97.57 %
<u>DA100.5110.130.00000</u>	585,000.00	585,000.00	0.00	0.00	585,000.00	100.00 %
<u>DA100.5110.131.00000</u>	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<u>DA100.5110.132.00000</u>	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>DA100.5110.400.00000</u>	1,116,001.00	1,116,001.00	12,250.21	12,250.21	1,103,750.79	98.90 %
<u>DA100.5130.200.00000</u>	497,001.00	735,936.38	3,826.00	3,826.00	732,110.38	99.48 %
<u>DA100.5130.400.00000</u>	240,000.00	240,836.00	17,290.14	20,502.11	220,333.89	91.49 %
<u>DA100.5130.410.00000</u>	190,000.00	190,000.00	16,184.59	16,677.21	173,322.79	91.22 %
<u>DA100.5142.130.00000</u>	400,000.00	400,000.00	0.00	33,077.11	366,922.89	91.73 %
<u>DA100.5142.400.00000</u>	415,000.00	424,911.00	66,375.21	68,739.65	356,171.35	83.82 %
<u>DA100.9010.800.00000</u>	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
<u>DA100.9030.800.00000</u>	72,500.00	72,500.00	0.00	2,960.54	69,539.46	95.92 %
<u>DA100.9040.800.00000</u>	54,565.00	54,565.00	0.00	54,565.00	0.00	0.00 %
<u>DA100.9050.800.00000</u>	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>DA100.9055.800.00000</u>	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>DA100.9060.810.00000</u>	135,000.00	135,000.00	0.00	16,389.09	118,610.91	87.86 %
<u>DA100.9060.811.00000</u>	13,000.00	13,000.00	0.00	1,976.05	11,023.95	84.80 %
<u>DA100.9060.820.00000</u>	4,000.00	4,000.00	0.00	296.28	3,703.72	92.59 %
<u>DA100.9060.830.00000</u>	37,000.00	37,000.00	0.00	17,460.00	19,540.00	52.81 %
Expense Total:	3,999,070.00	4,248,752.38	115,973.71	249,071.39	3,999,680.99	94.14 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	-249,682.38	-115,973.71	615,928.61	865,610.99	346.68 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: HH100 - CAPITAL PROJECTS							
Expense							
HH100.1440.200.0026W ENGINEERING.CAPITAL.EQUIPMENT		0.00	0.00	16,387.45	16,387.45	-16,387.45	0.00 %
Expense Total:		0.00	0.00	16,387.45	16,387.45	-16,387.45	0.00 %
Fund: HH100 - CAPITAL PROJECTS Total:							
0.00		0.00	0.00	16,387.45	16,387.45	-16,387.45	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.9000.000000 APPROPRIATED FUND BALANCE FO		75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
Revenue Total:		75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
Expense							
SD600.8520.400.000000 MAINTENANCE..RT 332 DRAINAGE		75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Expense Total:		75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):							
0.00		0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.1030.000000 SPECIAL ASSESSMENT.OLD BROOKS		1,651.00	1,651.00	0.00	1,651.00	0.00	0.00 %
SD625.9000.000000 APPROPRIATED FUND BALANCE FO		3,349.00	3,349.00	0.00	0.00	-3,349.00	100.00 %
Revenue Total:		5,000.00	5,000.00	0.00	1,651.00	-3,349.00	66.98 %
Expense							
SD625.8520.400.000000 MAINTENANCE..OLD BROOKSIDE D		5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Expense Total:		5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit)							
0.00		0.00	0.00	0.00	1,651.00	1,651.00	0.00 %
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.000000 REAL PROPERTY TAXES.FIRE PROTE		1,143,820.00	1,143,820.00	0.00	1,143,820.00	0.00	0.00 %
Revenue Total:		1,143,820.00	1,143,820.00	0.00	1,143,820.00	0.00	0.00 %
Expense							
SF450.3410.400.000000 FIRE PROTECTION DISTRICT AGREE		1,143,820.00	1,143,820.00	0.00	0.00	1,143,820.00	100.00 %
Expense Total:		1,143,820.00	1,143,820.00	0.00	0.00	1,143,820.00	100.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):							
0.00		0.00	0.00	0.00	1,143,820.00	1,143,820.00	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.000000 REAL PROPERTY TAXES.CENTERPOI		1,800.00	1,800.00	0.00	1,800.00	0.00	0.00 %
Revenue Total:		1,800.00	1,800.00	0.00	1,800.00	0.00	0.00 %
Expense							
SL700.5182.400.000000 UTILITIES ELECTRIC..CENTERPOINT		1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
Expense Total:		1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):							
0.00		0.00	0.00	0.00	1,800.00	1,800.00	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.000000 REAL PROPERTY TAXES.FOX RIDGE L		8,600.00	8,600.00	0.00	8,600.00	0.00	0.00 %
SL705.9000.000000 APPROPRIATED FUND BALANCE FO		2,200.00	2,200.00	0.00	0.00	-2,200.00	100.00 %
Revenue Total:		10,800.00	10,800.00	0.00	8,600.00	-2,200.00	20.37 %
Expense							
SL705.5182.400.000000 UTILITIES ELECTRIC..FOX RIDGE LIG		10,800.00	10,800.00	0.00	0.00	10,800.00	100.00 %
Expense Total:		10,800.00	10,800.00	0.00	0.00	10,800.00	100.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):							
0.00		0.00	0.00	0.00	8,600.00	8,600.00	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.9000.000000 APPROPRIATED FUND BALANCE FO		250.00	250.00	0.00	0.00	-250.00	100.00 %
Revenue Total:		250.00	250.00	0.00	0.00	-250.00	100.00 %

Budget Report

For Fiscal: 2020 Period Ending: 02/29/2020

Expense	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SL715.5182.400.000000	250.00	250.00	0.00	0.00	250.00	100.00 %
UTILITIES-ELECTRIC.LAKEWOOD ME			0.00	0.00	250.00	100.00 %
Expense Total:	250.00	250.00	0.00	0.00	250.00	100.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue						
SL720.1001.000000	500.00	500.00	0.00	500.00	0.00	0.00 %
REAL PROPERTY TAXES.FALLBROOK			0.00	500.00	0.00	0.00 %
SL720.9000.000000	700.00	700.00	0.00	0.00	-700.00	100.00 %
APPROPRIATED FUND BALANCE FO			0.00	0.00	-700.00	100.00 %
Revenue Total:	1,200.00	1,200.00	0.00	500.00	-700.00	58.33 %
Expense						
SL720.5182.400.000000	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
UTILITIES ELECTRIC.FALLBROOK PA			0.00	0.00	1,200.00	100.00 %
Expense Total:	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit)	0.00	0.00	0.00	500.00	500.00	0.00 %
Fund: SS800 - SANITARY SEWER						
Revenue						
SS800.1030.000000	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
SPECIAL ASSESSMENTS..PURDY/MO			0.00	18,210.00	0.00	0.00 %
Revenue Total:	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
Expense						
SS800.9710.600.000000	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
SERIAL BONDS.PRINCIPAL.PURDY/			0.00	0.00	18,210.00	100.00 %
Expense Total:	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	0.00	18,210.00	18,210.00	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue						
SW500.1001.000000	525,000.00	525,000.00	0.00	525,000.00	0.00	0.00 %
REAL PROPERTY TAXES.CANDGA CO			0.00	525,000.00	0.00	0.00 %
SW500.2140.000000	700,000.00	700,000.00	0.00	0.00	-700,000.00	100.00 %
WATER RENTS.CANDGA CONS WD			0.00	0.00	-700,000.00	100.00 %
SW500.2142.000000	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
WATER METER SALES.CANDGA CON			0.00	0.00	-10,000.00	100.00 %
SW500.2144.000000	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
WATER SERVICES.CANDGA CONS W			0.00	0.00	-15,000.00	100.00 %
SW500.2148.000000	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
PENALTY ON WATER.CANDGA CON			0.00	0.00	-5,000.00	100.00 %
SW500.5031.000000	24,652.00	24,652.00	0.00	0.00	-24,652.00	100.00 %
INTERFUND TRANSFERS.CANDGA C			0.00	0.00	-24,652.00	100.00 %
SW500.9000.000000	107,822.00	107,822.00	0.00	0.00	-107,822.00	100.00 %
APPROPRIATED FUND BALANCE FO			0.00	0.00	-107,822.00	100.00 %
Revenue Total:	1,387,474.00	1,387,474.00	0.00	525,000.00	-862,474.00	62.16 %
Expense						
SW500.1380.400.000000	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
FISCAL AGENT FEES.CANDGA CONS			0.00	0.00	1,500.00	100.00 %
SW500.1910.400.000000	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
UNALLOCATED INS.CONTRACTUAL.			0.00	0.00	7,200.00	100.00 %
SW500.1990.400.000000	41,352.00	41,352.00	0.00	0.00	41,352.00	100.00 %
CONTINGENCY.CONTRACTUAL.CAN			0.00	0.00	41,352.00	100.00 %
SW500.8310.120.000000	28,000.00	28,000.00	0.00	2,074.08	25,925.92	92.59 %
WATER ADMIN.SUPER.SALARY.CAN			0.00	2,074.08	25,925.92	92.59 %
SW500.8310.121.000000	18,720.00	18,720.00	0.00	439.50	18,280.50	97.65 %
OFFICE SPECIALIST I.CDGA CONS W			0.00	439.50	18,280.50	97.65 %
SW500.8310.131.000000	161,217.00	161,217.00	0.00	3,383.40	157,833.60	97.90 %
WATER ADMIN.MAINASST.CANDGA			0.00	3,383.40	157,833.60	97.90 %
SW500.8310.200.000000	45,000.00	88,553.59	0.00	0.00	88,553.59	100.00 %
WATER ADMIN.CAP EQUIP.CANDGA			0.00	0.00	88,553.59	100.00 %
SW500.8310.400.000000	2,000.00	2,000.00	0.00	327.47	1,672.53	83.63 %
WATER ADMIN.CONTRACTUAL.CAN			0.00	327.47	1,672.53	83.63 %
SW500.8310.410.000000	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
WATER ADMIN.LEGAL SERVICES.CA			0.00	0.00	6,000.00	100.00 %
SW500.8310.420.000000	25,000.00	25,000.00	20.98	2,000.19	22,999.81	92.00 %
WATER ADMIN.METER READING.C			20.98	2,000.19	22,999.81	92.00 %
SW500.8310.423.000000	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
WATER ADMIN.VEHICLE GPS.CAND			0.00	0.00	1,500.00	100.00 %
SW500.8310.424.000000	3,000.00	3,000.00	130.00	485.00	2,515.00	83.83 %
WATER ADMIN.TRAINING & DUES.C			130.00	485.00	2,515.00	83.83 %
SW500.8310.450.000000	67,500.00	67,500.00	0.00	-250.00	67,750.00	100.37 %
WATER ADMIN.ENGINEERING.CAN			0.00	-250.00	67,750.00	100.37 %
SW500.8320.400.000000	520,000.00	520,000.00	0.00	0.00	520,000.00	100.00 %
WATER PURCHASES.CONT.CANDGA			0.00	0.00	520,000.00	100.00 %
SW500.8320.420.000000	51,000.00	51,000.00	1,720.24	1,720.24	49,279.76	96.63 %
WATER PURCHASES.UTILITIES.CAN			1,720.24	1,720.24	49,279.76	96.63 %
SW500.8340.440.000000	147,000.00	148,707.39	2,201.96	2,201.96	146,505.43	98.52 %
SERVICES & MAINT.SERVICES & MA			2,201.96	2,201.96	146,505.43	98.52 %
SW500.8397.200.000000	100,000.00	100,000.00	0.00	2,499.13	97,500.87	97.50 %
WATER CAP PROJECTS.CAP EQUIP.C			0.00	2,499.13	97,500.87	97.50 %
SW500.8397.400.000000	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
WATER CAPITAL PROJECTS.CONT.CA			0.00	0.00	15,000.00	100.00 %
SW500.9010.800.000000	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
NYS RETIREMENT..CANDGA CONS			0.00	0.00	15,000.00	100.00 %
SW500.9030.800.000000	16,000.00	16,000.00	0.00	485.18	15,514.82	96.97 %
SOCIAL SECURITY...CANDGA CONS			0.00	485.18	15,514.82	96.97 %
SW500.9040.800.000000	8,185.00	8,185.00	0.00	8,185.00	0.00	0.00 %
WORKERS COMPENSATION...CAND			0.00	8,185.00	0.00	0.00 %
SW500.9050.800.000000	500.00	500.00	0.00	0.00	500.00	100.00 %
UNEMPLOYMENT INSURANCE.CAN			0.00	0.00	500.00	100.00 %
SW500.9055.800.000000	100.00	100.00	0.00	0.00	100.00	100.00 %
DISABILITY INSURANCE...CANDGA C			0.00	0.00	100.00	100.00 %

Budget Report

For Fiscal: 2020 Period Ending: 02/29/2020

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW500.9060.810.00000	18,000.00	18,000.00	0.00	1,167.83	16,832.17	93.51 %
SW500.9060.811.00000	2,000.00	2,000.00	0.00	114.10	1,885.90	94.30 %
SW500.9060.820.00000	2,000.00	2,000.00	0.00	148.14	1,851.86	92.59 %
SW500.9060.830.00000	9,700.00	9,700.00	0.00	4,504.17	5,195.83	53.57 %
SW500.9730.600.00000	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Expense Total:	1,387,474.00	1,432,734.98	4,073.18	29,485.39	1,403,249.59	97.94 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S	0.00	-45,260.98	-4,073.18	495,514.61	540,775.59	1,194.79 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue						
SW505.1001.00000	9,918.00	9,918.00	0.00	3,576.00	-6,342.00	63.94 %
SW505.1030.00000	17,761.00	17,761.00	0.00	17,761.00	0.00	0.00 %
SW505.2770.00000	42,814.00	42,814.00	0.00	0.00	-42,814.00	100.00 %
Revenue Total:	70,493.00	70,493.00	0.00	21,337.00	-49,156.00	69.73 %
Expense						
SW505.8350.400.00000	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW505.9710.600.00000	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
SW505.9710.700.00000	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00 %
SW505.9903.900.00000	4,918.00	4,918.00	0.00	0.00	4,918.00	100.00 %
Expense Total:	70,493.00	70,493.00	0.00	0.00	70,493.00	100.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su	0.00	0.00	0.00	21,337.00	21,337.00	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue						
SW515.1001.00000	183,500.00	183,500.00	0.00	183,500.00	0.00	0.00 %
Revenue Total:	183,500.00	183,500.00	0.00	183,500.00	0.00	0.00 %
Expense						
SW515.8350.400.00000	182,760.00	182,760.00	0.00	0.00	182,760.00	100.00 %
SW515.8389.400.00000	740.00	740.00	0.00	0.00	740.00	100.00 %
Expense Total:	183,500.00	183,500.00	0.00	0.00	183,500.00	100.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur	0.00	0.00	0.00	183,500.00	183,500.00	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue						
SW520.1001.00000	18,500.00	18,500.00	0.00	18,500.00	0.00	0.00 %
Revenue Total:	18,500.00	18,500.00	0.00	18,500.00	0.00	0.00 %
Expense						
SW520.8350.400.00000	6,304.00	6,304.00	0.00	0.00	6,304.00	100.00 %
SW520.8389.400.00000	1,994.00	1,994.00	0.00	0.00	1,994.00	100.00 %
SW520.9710.600.00000	9,800.00	9,800.00	0.00	0.00	9,800.00	100.00 %
SW520.9710.700.00000	402.00	402.00	0.00	0.00	402.00	100.00 %
Expense Total:	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus	0.00	0.00	0.00	18,500.00	18,500.00	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue						
SW525.1001.00000	7,200.00	7,200.00	0.00	7,200.00	0.00	0.00 %
SW525.9000.00000	552.00	552.00	0.00	0.00	-552.00	100.00 %
Revenue Total:	7,752.00	7,752.00	0.00	7,200.00	-552.00	7.12 %
Expense						
SW525.8340.400.00000	777.00	777.00	0.00	0.00	777.00	100.00 %
SW525.9710.600.00000	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW525.9710.700.00000	3,808.00	3,808.00	0.00	0.00	3,808.00	100.00 %
SW525.9903.900.00000	1,167.00	1,167.00	0.00	0.00	1,167.00	100.00 %
Expense Total:	7,752.00	7,752.00	0.00	0.00	7,752.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	7,200.00	7,200.00	0.00 %

Budget Report

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Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>SW530.1001.000000</u>						
REAL PROPERTY TAXES.EMERSON A	19,200.00	19,200.00	0.00	19,200.00	0.00	0.00 %
Revenue Total:	19,200.00	19,200.00	0.00	19,200.00	0.00	0.00 %
Expense						
<u>SW530.8389.400.000000</u>						
COMMON WATER.CONTRACTUAL.E	6,418.00	6,418.00	0.00	0.00	6,418.00	100.00 %
<u>SW530.9710.600.000000</u>						
SERIAL BONDS.PRINCIPAL.EMERSON	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<u>SW530.9710.700.000000</u>						
SERIAL BONDS.INTEREST.EMERSON	6,782.00	6,782.00	0.00	0.00	6,782.00	100.00 %
Expense Total:	19,200.00	19,200.00	0.00	0.00	19,200.00	100.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.00	19,200.00	19,200.00	0.00 %

Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>SW535.1001.000000</u>						
REAL PROPERTY TAXES.COUNTY RO	16,257.00	16,257.00	0.00	16,257.00	0.00	0.00 %
Revenue Total:	16,257.00	16,257.00	0.00	16,257.00	0.00	0.00 %
Expense						
<u>SW535.8340.400.000000</u>						
SERVICES & MAIN.CONT.CO RD #30	793.00	793.00	0.00	0.00	793.00	100.00 %
<u>SW535.9710.600.000000</u>						
SERIAL BONDS.PRINCIPAL.EX 36 - C	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>SW535.9710.700.000000</u>						
SERIAL BONDS.INTEREST.CO RD #30	9,275.00	9,275.00	0.00	0.00	9,275.00	100.00 %
<u>SW535.9903.900.000000</u>						
TRANSFER/WATER-MAINTENANCE.	1,189.00	1,189.00	0.00	0.00	1,189.00	100.00 %
Expense Total:	16,257.00	16,257.00	0.00	0.00	16,257.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu	0.00	0.00	0.00	16,257.00	16,257.00	0.00 %

Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>SW540.1001.000000</u>						
REAL PROPERTY TAXES.HOPKINS G	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00 %
<u>SW540.9000.000000</u>						
APPROPRIATED FUND BALANCE FO	1,038.00	1,038.00	0.00	0.00	-1,038.00	100.00 %
Revenue Total:	13,038.00	13,038.00	0.00	12,000.00	-1,038.00	7.96 %
Expense						
<u>SW540.8340.400.000000</u>						
SERVICES & MAIN.CONT.HOPKINS	200.00	200.00	0.00	0.00	200.00	100.00 %
<u>SW540.9710.600.000000</u>						
SERIAL BONDS.PRINCIPAL.HOPKINS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>SW540.9710.700.000000</u>						
SERIAL BONDS.INTEREST.HOPKINS	5,438.00	5,438.00	0.00	0.00	5,438.00	100.00 %
<u>SW540.9903.900.000000</u>						
TRANSFER/WATER-MAINTENANCE.	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
Expense Total:	13,038.00	13,038.00	0.00	0.00	13,038.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	12,000.00	12,000.00	0.00 %

Fund: SW545 - HICKOX ROAD WATER DISTRICT

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>SW545.1001.000000</u>						
REAL PROPERTY TAXES.HICKOX ROA	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00 %
Revenue Total:	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00 %
Expense						
<u>SW545.8350.400.000000</u>						
COMMON WATER.CONTRACTUAL.	478.00	478.00	0.00	0.00	478.00	100.00 %
<u>SW545.9903.900.000000</u>						
TRANSFER/WATER-MAINTENANCE.	3,022.00	3,022.00	0.00	0.00	3,022.00	100.00 %
Expense Total:	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	3,500.00	3,500.00	0.00 %

Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT

Revenue	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>SW550.1001.000000</u>						
REAL PROPERTY TAXES.NOTT RD EX	6,089.00	6,089.00	0.00	18,159.00	12,070.00	298.23 %
Revenue Total:	6,089.00	6,089.00	0.00	18,159.00	12,070.00	198.23 %
Expense						
<u>SW550.8340.400.000000</u>						
SERVICES & MAINTENANCE.CONTR	467.00	467.00	0.00	0.00	467.00	100.00 %
<u>SW550.9710.600.000000</u>						
SERIAL BONDS.PRINCIPAL.NOTT RD	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>SW550.9710.700.000000</u>						
SERIAL BONDS.INTEREST.NOTT RD	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00 %
<u>SW550.9903.900.000000</u>						
TRANSFER/WATER-MAINTENANCE.	700.00	700.00	0.00	0.00	700.00	100.00 %
Expense Total:	6,089.00	6,089.00	0.00	0.00	6,089.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	18,159.00	18,159.00	0.00 %

Budget Report

For Fiscal: 2020 Period Ending: 02/29/2020

Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
Revenue						
REAL PROPERTY TAXES.CO RD 32 EX	12,070.00	12,070.00	0.00	0.00	-12,070.00	100.00 %
Revenue Total:	12,070.00	12,070.00	0.00	0.00	-12,070.00	100.00 %
Expense						
SERVICES & MAIN.CONT.CO RD 32	814.00	814.00	0.00	0.00	814.00	100.00 %
INTERFUND LOAN...CO RD 32 WATE	10,536.00	10,536.00	0.00	0.00	10,536.00	100.00 %
TRANSFER/WATER-MAINTENANCE.	720.00	720.00	0.00	0.00	720.00	100.00 %
Expense Total:	12,070.00	12,070.00	0.00	0.00	12,070.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	-448,304.34	-146,514.37	2,545,658.36	2,993,962.70	667.84 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	4,042,370.00	4,042,370.00	0.00	289,442.59	-3,752,927.41	92.84 %
Expense	4,042,370.00	4,187,268.23	10,080.03	313,074.00	3,874,194.23	92.52 %
	0.00	-144,898.23	-10,080.03	-23,631.41	121,266.82	83.69 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):						
Fund: CL100 - LOCAL SOLID WASTE						
Revenue	61,912.71	61,912.71	0.00	0.00	-61,912.71	100.00 %
Expense	61,912.71	70,375.46	0.00	0.00	70,375.46	100.00 %
	0.00	-8,462.75	0.00	0.00	8,462.75	100.00 %
Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):						
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS						
Revenue	160,000.00	160,000.00	0.00	0.00	-160,000.00	100.00 %
Expense	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Surplus (Deficit)						
Fund: DA100 - HIGHWAY						
Revenue	3,999,070.00	3,999,070.00	0.00	865,000.00	-3,134,070.00	78.37 %
Expense	3,999,070.00	4,248,752.38	115,973.71	249,071.39	3,999,680.99	94.14 %
	0.00	-249,682.38	-115,973.71	615,928.61	865,610.99	346.68 %
Fund: DA100 - HIGHWAY Surplus (Deficit):						
Fund: HH100 - CAPITAL PROJECTS						
Expense	0.00	0.00	16,387.45	16,387.45	-16,387.45	0.00 %
	0.00	0.00	16,387.45	16,387.45	-16,387.45	0.00 %
Fund: HH100 - CAPITAL PROJECTS Total:						
Fund: HH100 - CAPITAL PROJECTS						
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
Expense	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):						
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	5,000.00	5,000.00	0.00	1,651.00	-3,349.00	66.98 %
Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
	0.00	0.00	0.00	1,651.00	1,651.00	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Defic						
Fund: SF450 - FIRE PROTECTION						
Revenue	1,143,820.00	1,143,820.00	0.00	1,143,820.00	0.00	0.00 %
Expense	1,143,820.00	1,143,820.00	0.00	0.00	1,143,820.00	100.00 %
	0.00	0.00	0.00	1,143,820.00	1,143,820.00	0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):						
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,800.00	1,800.00	0.00	1,800.00	0.00	0.00 %
Expense	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
	0.00	0.00	0.00	1,800.00	1,800.00	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):						
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	10,800.00	10,800.00	0.00	8,600.00	-2,200.00	20.37 %
Expense	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00 %
	0.00	0.00	0.00	8,600.00	8,600.00	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):						
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	250.00	250.00	0.00	0.00	-250.00	100.00 %
Expense	250.00	250.00	0.00	0.00	250.00	100.00 %
	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus						
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,200.00	1,200.00	0.00	500.00	-700.00	58.33 %
Expense	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
	0.00	0.00	0.00	500.00	500.00	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici						
Fund: SS800 - SANITARY SEWER						
Revenue	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
Expense	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
	0.00	0.00	0.00	18,210.00	18,210.00	0.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):						

Budget Report

For Fiscal: 2020 Period Ending: 02/29/2020

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,387,474.00	1,387,474.00	0.00	525,000.00	-862,474.00	62.16 %
Expense	1,387,474.00	1,432,734.98	4,073.18	29,485.39	1,403,249.59	97.94 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S	0.00	-45,260.98	-4,073.18	495,514.61	540,775.59	1,194.79 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	70,493.00	70,493.00	0.00	21,337.00	-49,156.00	69.73 %
Expense	70,493.00	70,493.00	0.00	0.00	70,493.00	100.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su	0.00	0.00	0.00	21,337.00	21,337.00	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	183,500.00	183,500.00	0.00	183,500.00	0.00	0.00 %
Expense	183,500.00	183,500.00	0.00	0.00	183,500.00	100.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur	0.00	0.00	0.00	183,500.00	183,500.00	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue	18,500.00	18,500.00	0.00	18,500.00	0.00	0.00 %
Expense	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus	0.00	0.00	0.00	18,500.00	18,500.00	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	7,752.00	7,752.00	0.00	7,200.00	-552.00	7.12 %
Expense	7,752.00	7,752.00	0.00	0.00	7,752.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	7,200.00	7,200.00	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	19,200.00	19,200.00	0.00	19,200.00	0.00	0.00 %
Expense	19,200.00	19,200.00	0.00	0.00	19,200.00	100.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.00	19,200.00	19,200.00	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	16,257.00	16,257.00	0.00	16,257.00	0.00	0.00 %
Expense	16,257.00	16,257.00	0.00	0.00	16,257.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu	0.00	0.00	0.00	16,257.00	16,257.00	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	13,038.00	13,038.00	0.00	12,000.00	-1,038.00	7.96 %
Expense	13,038.00	13,038.00	0.00	0.00	13,038.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici	0.00	0.00	0.00	12,000.00	12,000.00	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00 %
Expense	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	3,500.00	3,500.00	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	6,089.00	6,089.00	0.00	18,159.00	12,070.00	198.23 %
Expense	6,089.00	6,089.00	0.00	0.00	6,089.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.00	18,159.00	18,159.00	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	12,070.00	12,070.00	0.00	0.00	-12,070.00	100.00 %
Expense	12,070.00	12,070.00	0.00	0.00	12,070.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	-448,304.34	-146,514.37	2,545,658.36	2,993,962.70	667.84 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	-144,898.23	-10,080.03	-23,631.41	121,266.82
CL100 - LOCAL SOLID WASTE	0.00	-8,462.75	0.00	0.00	8,462.75
CM100 - (CR) RECREATION MISCE	0.00	0.00	0.00	0.00	0.00
DA100 - HIGHWAY	0.00	-249,682.38	-115,973.71	615,928.61	865,610.99
HH100 - CAPITAL PROJECTS	0.00	0.00	-16,387.45	-16,387.45	-16,387.45
SD600 - RT 332 DRAINAGE DISTRII	0.00	0.00	0.00	0.00	0.00
SD625 - OLD BROOKSIDE DRAINAK	0.00	0.00	0.00	1,651.00	1,651.00
SF450 - FIRE PROTECTION	0.00	0.00	0.00	1,143,820.00	1,143,820.00
SL700 - CENTERPOINT LIGHTING I	0.00	0.00	0.00	1,800.00	1,800.00
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	0.00	8,600.00	8,600.00
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	0.00	0.00	0.00
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	0.00	500.00	500.00
SS800 - SANITARY SEWER	0.00	0.00	0.00	18,210.00	18,210.00
SW500 - CANANDAIGUA CONSOLI	0.00	-45,260.98	-4,073.18	495,514.61	540,775.59
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	0.00	21,337.00	21,337.00
SW515 - CANANDAIGUA-FARMIN	0.00	0.00	0.00	183,500.00	183,500.00
SW520 - ANDREWS - NORTH ROA	0.00	0.00	0.00	18,500.00	18,500.00
SW525 - MCINTYRE ROAD WATER	0.00	0.00	0.00	7,200.00	7,200.00
SW530 - EMERSON ALLEN TOWNI	0.00	0.00	0.00	19,200.00	19,200.00
SW535 - EX 36 - COUNTY ROAD #:	0.00	0.00	0.00	16,257.00	16,257.00
SW540 - HOPKINS GRIMBLE WATI	0.00	0.00	0.00	12,000.00	12,000.00
SW545 - HICKOX ROAD WATER DI	0.00	0.00	0.00	3,500.00	3,500.00
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	0.00	18,159.00	18,159.00
SW555 - CO RD 32 EXT. 41 WATE	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	0.00	-448,304.34	-146,514.37	2,545,658.36	2,993,962.70

ATTACHMENT 4



Town of Canandaigua , NY

Budget Adjustment Register Adjustment Detail

Packet: GLPKT00609 - 2020-01-31 KSJ To Correct Encumbrance
for Park Roo

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000070	2020 Adopted Town Budget	To Correct Encumbrance for Park Roofs	1/31/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTEN	To Correct Encumbrance for Park Roofs	98,750.00	29,900.00	128,650.00
January:	April:	July:	October:		2,491.67
February:	May:	August:	November:		2,491.67
March:	June:	September:	December:		2,491.63
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.	To Correct Encumbrance for Park Roofs	274,200.00	-29,900.00	244,300.00
January:	April:	July:	October:		-2,491.67
February:	May:	August:	November:		-2,491.67
March:	June:	September:	December:		-2,491.63

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Budget Adjustment Register

Packet: GLPKT00609 - 2020-01-31 KSJ To Correct Encumbrance for Park Roo

Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2020 Adopted	2020 Adopted Town Budge	AA100.7110.200.00000	PARKS,NORMAL,CAP,MAINTENAN	98,750.00	29,900.00	128,650.00
		AA100.7110.201.00000	PARKS,PRKFUND,NEWREC.EXP,PAR	274,200.00	-29,900.00	244,300.00
			2020 Adopted Total:	372,950.00	0.00	372,950.00
			Grand Total:	372,950.00	0.00	372,950.00

ATTACHMENT 5

Agreement

This Agreement is made on January 13, 2020, between the **Town of Canandaigua** (Town) located at 5440 NYS Rts. 5 & 20 and the **Ontario County Historical Society** - (Society) located at 55 North Main Street Canandaigua, New York.

In consideration of the amount of Ten Thousand Dollars (\$10,000), to be paid to the Ontario County Historical Society, the Society agrees to conduct programs for the fiscal year 2020, to include and benefit the residents of the Town of Canandaigua. Specific to these programs will include lectures, book signings, educational programs and other events on our community's involvement during periods of immigration as they relate to residents from the Town of Canandaigua.

Further, The Executive Director of the Society will serve on two community boards of the town, the Events Committee and the History Committee. The Society will assist the History Committee with research and planning of projects that relate to the town's newsletter and Historical Resource study.

In addition to exhibits and educational programming, Loan Kits of general historical content will be made available at no charge to the Town Historian, educators and residents of the Town of Canandaigua. The Society will also continue to offer books on the history of Canandaigua and a movie in DVD format on the history of West Lake Road. In 2020 the Society will offer several books for sale in their book shop on the history of the town of Canandaigua written by the town historian, and others.. Finally, The Historical Society will be available to attend a town Board meeting, on request, to discuss these projects and to give updates on Historical Society affairs. The museum will continue with its "No Admission" policy that will benefit all Canandaigua town residents.

The Ontario County Historical Society also agrees to provide other information, equipment and technology assistance to the Town Historian for his ongoing research and provide environmentally controlled space to store certain town historic records as directed by the Canandaigua Town Board specifically, the personal papers of Sibley Nott and the historic information owned by the Cheshire Community Action Committee. The Society will also provide technical assistance as needed to the Cheshire Community Group restoration project of the Grange Hall on NYS Rt. 21 in the hamlet of Cheshire.

In summary, The Ontario County Historical Society agrees to use the funds to develop a new exhibit, serve on committees, operate its educational programming, and provide technical assistance to town officials and to render an accounting of its disbursements in writing, if requested, to the town.

This agreement may be renewed on January 1st of succeeding years by mutual consent of the agreeing parties.

Date _____
For: TOWN OF CANANDAIGUA
Doug Finch, Town Manager _____

Date: January 13, 2020
For ONTARIO COUNTY HISTORICAL SOCIETY



Edward Varno, Executive Director

ATTACHMENT 6

January 16, 2020

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

We are pleased to confirm our acceptance and understanding of the following services we are to provide the Town Justices (the Justices) and the Town Clerk (the Clerk) of the Town of Canandaigua, New York (the Town) for the year ended December 31, 2019:

Agreed-Upon Procedures

We will also apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by the Justices and the Clerk for the year ended December 31, 2019. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of those parties specified in the report and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the Justices' or the Clerk's financial transactions. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Town Board. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Justices and the Clerk, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

171 Sully's Trail
Pittsford, New York 14534
p (585) 381-1000
f (585) 381-3131

www.bonadio.com

You are responsible for the presentation of the Justices' and the Clerk's financial transactions; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

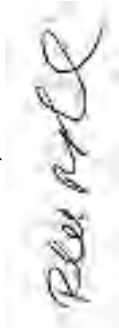
At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from the Justices and the Clerk that, among other things, will confirm the Justices' and the Clerk's responsibility for their respective financial transactions.

OTHER RELEVANT INFORMATION

Randall R. Shepard, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fees for these services will be \$2,100 for the Town Clerk and \$1,500 for the Justice Court Agreed-Upon Procedures. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of continued service to the Clerk and the Justices and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
BONADIO & CO., LLP



Randall R. Shepard, CPA

ACKNOWLEDGEMENT

This letter correctly sets forth the understanding of the Town:

Officer Signature: _____

Title: _____

Date: _____

Agreed-Upon Procedures Schedule

Justice Court

- 1) Complete the Justice Court checklist as documented in Appendix F of the New York State Office of the State Comptroller “Fiscal Oversight Responsibilities of the Governing Board” guide.

Town Clerk

- 1) Document the internal accounting controls and procedures relating to the Town Clerk’s office operations based on an interview of the Town Clerk.
- 2) Obtain a haphazard sample of five (5) cash receipts for each of three months selected (March, June, and October 2019) and compare to original source documentation such as permit and license applications to determine whether the postings in the cash books were supported. In addition, determine if these cash receipts were made on a timely basis (within 5 days of receipt).
- 3) Obtain a haphazard sample of two (2) cash disbursements for each of three months selected (March, June, and October 2019) and determine if they were in agreement with the cash book and corresponding monthly reports.
- 4) Compare the Town Clerk’s monthly reports for three selected months (March, June, and October 2019) to the records in the cash book to ensure their agreement.

ATTACHMENT 7

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	\$11,232.00	\$11,232.00	100%	100%	\$0	\$22,464.00
b) Fringe	\$4,486.43	\$4,486.43	100%	100%	\$0	\$8,972.86
Subtotal	\$15,718.43	\$15,718.43	100%		\$0	\$31,436.86
2. Non Personal Services						
a) Contractual	\$0	\$0	0%	100%	\$0	\$0
b) Travel	\$0	\$0	0%	0%	\$0	\$0
c) Equipment	\$0	\$0	0%	0%	\$0	\$0
d) Space/Property & Utilities	\$0	\$0	0%	0%	\$0	\$0
e) Operating Expenses	\$0	\$0	0%	0%	\$0	\$0
f) Other	\$11,745.22	\$11,745.22	100%	100%	\$0	\$23,490.44
Subtotal	\$11,745.22	\$11,745.22	100%		\$0	\$23,490.44
Total	\$27,463.65	\$27,463.65	100%	0%	\$0	\$54,927.30
PERIOD TOTAL	\$27,463.65					

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080	BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-T00911GG-3350000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: CANANDAIGUA TOWN OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: Town of Canandaigua	PROJECT NAME: Town of Canandaigua Recycling Improvements Coordination
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003988 Federal Tax ID Number: 166002197 DUNS Number (if applicable): 046449930	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5440 RTE 5 & 20 W CANANDAIGUA, NY 14424 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 320312100000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

Contract Number: # DEC01-T00911GG-3350000

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Master Grant Contract, Face Page

CURRENT CONTRACT TERM: From: 01/01/2020 To: 12/31/2020 CURRENT CONTRACT PERIOD: From: 01/01/2020 To: 12/31/2020 AMENDED TERM: From: To: AMENDED PERIOD: From: To:		CONTRACT FUNDING AMOUNT (Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount): CURRENT: \$27,463.65 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other		
<i>FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:</i> (Out years represents projected funding amounts)				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

Attachment B:

- ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1 (A) Expenditure Based Budget (Amendment)
☐ B-2 (A) Performance Based Budget (Amendment)
☐ B-3 (A) Capital Budget (Amendment)
☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # DEC01-T00911GG-3350000

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Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.	
In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. CONTRACTOR: <u>CANANDAIGUA TOWN OF</u> By: _____ _____ Title: _____ Date: _____ Printed Name	In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract. STATE AGENCY: <u>Department of Environmental Conservation</u> _____ By: _____ _____ Printed Name Title: _____ Date: _____
ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM By: _____ _____ Title: _____ Date: _____ Printed Name	STATE COMPTROLLER'S SIGNATURE By: _____ _____ Title: _____ Date: _____ Printed Name

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.
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II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

- a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.
- b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) **Quarterly Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report:* The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR):* The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report:* The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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 Contractor'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, Contractor and its subcontractors 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS
Standard Clauses for All New York State
Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual (DAI) within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (ACRC@) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Theresa Laibach
NYS DEC, Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The designated appeal individual to review decisions is:

Richard Clarkson
NYS DEC, Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
 - (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the

Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department

against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
- (2) alterations of the items by the Department;
- (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
- (4) use of items in combination with apparatus or devices not delivered by the Contractor;
- (5) use of items in a manner for which the same were neither designed nor contemplated; or
- (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
 - (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
 - (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.
- (b) Contract Goals**
- (1) For purposes of this procurement, the Department hereby establishes an overall goal of up to **0%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
 - (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>
- Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.
- (c) Equal Employment Opportunity (EEO)**
- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If

any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (d) MWBE Utilization Plan**
- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
- (e) Waivers**
- (1) For Waiver Requests Contractor should use Waiver Request Form.
- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- (f) Quarterly MWBE Contractor Compliance Report**
- Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- (g) Liquidated Damages - MWBE Participation**
- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Officers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas. <https://www.access-board.gov/guidelines-and-standards>

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project

was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be sued under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: New York State Department of Environmental Conservation
Division of Materials Management

625 Broadway – 9th Floor
Albany, NY 12233-7260
518-402-8678

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, 625 Broadway, 9th Floor, Albany, NY 12233-7260 shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Materials Management 625 Broadway, Albany, NY 122337260, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Town of Canandaigua Recycling Improvements Coordination

CONTRACTOR SFS PAYEE NAME: CANANDAIGUA TOWN OF

CONTRACT PERIOD: From: 01/01/2020
To: 12/31/2020

CATEGORY OF EXPENSE		GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services						
a) Salary		\$11,232.00	\$11,232.00	100 %	\$0.00	\$22,464.00
b) Fringe		\$4,486.43	\$4,486.43	100 %	\$0.00	\$8,972.86
	Subtotal	\$15,718.43	\$15,718.43	100 %	\$0.00	\$31,436.86
2. Non Personal Services						
a) Contractual Services		\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel		\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment		\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities		\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses		\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other		\$11,745.22	\$11,745.22	100 %	\$0.00	\$23,490.44
	Subtotal	\$11,745.22	\$11,745.22	100 %	\$0.00	\$23,490.44
	TOTAL	\$27,463.65	\$27,463.65	100 %	\$0.00	\$54,927.30

ATTACHMENT B-1 EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
Office Specialist 1	\$37,440.00	40	60	12	\$22,464.00
				Subtotal	\$22,464.00
TOTAL FRINGE					
					\$8,972.86
				PERSONAL SERVICES TOTAL	\$31,436.86

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION		TOTAL
Signage, displays, printings/mailings, giveaways		\$23,490.44
TOTAL		\$23,490.44

- Coordinate with Ontario County staff on implementing its County-wide LSWMP and the associated recycling goals

Work Products to be developed under this contract include:

1. New recycling website; with projection of 2,500 page views in 2020
2. 12 recycling educational articles in Town newsletter;
3. 12 recycling-related informational e-blasts; mailing list of 1,071
4. Updated comprehensive recycling brochure; 7,500 residents
5. 4 issue-specific recycling educational flyers mailed with quarterly water bill
6. Regular recycling-focused social media posts
7. “Giveaway” items (magnets, stickers, water bottles, totes) Transfer Station logo and QR code directed to new recycling website
8. Recycling-specific signage at Transfer Facility
9. 12+ presentations to community groups

--- End of Workplan ---

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Increase understanding of and participation in existing recycling programs - Take calculated steps to increase public awareness of recycling opportunities by implementing the Strategic Marketing Plan and addressing survey-identified barriers to greater recycling participation
Tasks	
1.1	Create enhanced recycling website and e-communications regarding recycling - Create new Town recycling website, issue monthly recycling article in Town newsletter, send 12 issue-specific recycling educational e-blasts, and regularly post recycling information on social media channels
<u>Performance Measures</u>	
1.1.1	Increased recycling website visitation - Website visitation data (Google Analytics)
1.1.2	Increased readership of e-communicated recycling-related information - MailChimp analytics (open rate, click-through rate) and social media reach/engagement data
Tasks	
1.2	Create and disseminate physical recycling educational materials - Mail updated comprehensive recycling brochure; create and mail issue-specific recycling education flyers with quarterly water bill; create and distribute stickers/magnets/bottles/totes at events and Transfer Station
<u>Performance Measures</u>	
1.2.1	Number of residents/households receiving materials - Number of residents/households receiving materials
Tasks	
1.3	Give recycling presentations to schools and community groups - Give at least 12 recycling presentations to schools (high, middle, elementary) and community groups (e.g. Rotary, seniors groups, homeowners associations)
<u>Performance Measures</u>	
1.3.1	Number and type of groups receiving presentations - Number and type of groups receiving presentations
1.3.2	Number of individuals reached through presentations - Number of individuals reached through presentations
Tasks	
1.4	Create recycling educational booth and staff booth at various events - Purchase display materials to create a recycling educational booth, and staff the booth one day quarterly at the Transfer Station and at one additional Town event per quarter
<u>Performance Measures</u>	
1.4.1	Number of people reached through booth activities - Number of people receiving physical educational materials from booth or discussing recycling programs at the booth

ATTACHMENT C - WORK PLAN

DETAIL

Tasks
1.5 Coordinate with Ontario County on implementing LSWMP and recycling goals - Town Recycling Coordinator serve on Countywide environmental focus group (meetings, calls) and coordinate with the County to facilitate implementation of its LSWMP's recycling initiatives and goals
<u>Performance Measures</u>
1.5.1 Completion of responsibilities under contract with County - Provide inter-municipal agreement and progress report prepared for County to DEC
Tasks
1.6 Undertake Recycling Material Movement Study to boost recycling collection - Engage a consultant to study the layout and movement logistics of the recycling material portion of the upgraded Transfer Facility, ensuring increased participation in the recycling programs offered there
<u>Performance Measures</u>
1.6.1 Selection and execution of contract with qualified consultant - Provide records to DEC of procurement process, consultant contract, deliverables, and payments
1.6.2 Satisfactory completion of study - Provide completed study to Town Board for use in future implementation, and to DEC for its records
Tasks
1.7 Improve recycling-specific wayfinding at Transfer Facility - Purchase and install recycling-specific wayfinding and signage at Transfer Facility, in accordance with recommendations from the Recycling Material Movement Study
<u>Performance Measures</u>
1.7.1 Increased recyclables collection at Transfer Facility - Transfer Facility collection data by weight
Tasks
1.8 Hold "Virtual Town Halls" on recycling education - Hold two live virtual forums, or "Virtual Town Halls," featuring recycling education presentation and Q&A
<u>Performance Measures</u>
1.8.1 Number of people participating - Number of people participating

ATTACHMENT C - WORK PLAN
DETAIL

Objective	
2	Increase collection of recyclables from City of Canandaigua residents - Coordinate implementation and promotion of expanded intermunicipal recycling agreement with the City of Canandaigua
Tasks	
2.1	Enhance coordination with City of Canandaigua on joint recycling programs - Coordinate with City of Canandaigua to maximize waste diversion participation under expanded intermunicipal recycling agreement, particularly by advising City on education and promotion
<u>Performance Measures</u>	
2.1.1	Implementation & monitoring of recycling agreement with City of Canandaigua - Narrative record of activities undertaken to provide services to City of Canandaigua
2.1.2	Amount (weight) of recycling collected - Amount (weight) of recycling collected

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
3	Enhance Town staff capacity to improve recycling outcomes - Increase recycling coordinator's recycling-dedicated time to 60% of her full-time role for 2020, ensuring Town capacity to improve recycling outcomes by undertaking the tasks in Objectives 1 & 2
Tasks	
3.1	Expand recycling coordinator's recycling-dedicated time - Expand recycling coordinator's recycling-dedicated time to 60% of her full-time role, to manage the recycling program and undertake the tasks in Objectives 1 and 2
<u>Performance Measures</u>	
3.1.1	Maintain employee records and provide to DEC - Maintain employee records and provide to DEC
Tasks	
3.2	Obtain grant award payment - Submit for reimbursement under this contract
<u>Performance Measures</u>	
3.2.1	Complete and submit a reimbursement request - Schedule of Purchases / Invoices
3.2.2	Complete and submit a reimbursement request - Canceled Checks/Wired Receipts
3.2.3	Complete and submit a reimbursement request - Certificate of Completion
3.2.4	Complete and submit a reimbursement request - Completed State Aid Voucher

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____ percent (____ %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____ %) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____ %) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 1

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 60 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR) 1

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-T00911GG-3350000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

ATTACHMENT 8



Friday January 24th, 2020 4:25 PM

71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: **Jim Fletcher**

Purchase Order#:

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

Order# S000Ret

Onondaga Bid 8771 2020

Phone: 585-394-3300 Fax: 585-394-3767

Mobile: 585-281-7113 Email: jfletcher@townofcanandaigua.org

Item Description	Code	Qty.	Your Price	MSRP
2020 Ford Escape SE AWD	U9G	1	\$ 22,638.63	\$ 29,690.00
Ingot Silver	UX	1	\$ 0.00	\$ 0.00
1.5L EcoBoost with Auto-Start-Stop Technology, 8-Speed Automatic (Std S, SE,SEL)	996	1	\$ 0.00	\$ 0.00
Front License Plate Bracket	153	1	\$ 0.00	\$ 0.00
Equipment Group 200A	200A	1	\$ 0.00	\$ 0.00
Remote Start (VP)	63D	1	\$ 455.40	\$ 495.00
CoPilot360	68B	1	\$ 639.40	\$ 695.00
Delivery to Region 1	Reg 1	1	\$ 110.00	\$ 110.00
Total Price:			\$ 23,843.43	
Grand Total:			\$ 23,843.43	
Quantity on this Order: 1				

This vehicle is a pre-ordered unit and is in stock. Subject to prior sale.

To place an order please sign and date this proposal and return it to
Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Retail Stock Number 57443 subject to prior sale

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: Josh Relyea Quote: 30412

ATTACHMENT 9



441 Trenton Ave.
Utica, NY 13502
(315) 798-1328

Software Licensing and Hosting Plan for the Town of Canandaigua's Image Mate Online

Effective Dates of Support: January 1, 2020 through December 31, 2020

SDG shall provide telephone and email support during normal working hours, 8:30 am -5:00 pm EST, Monday through Friday. This support is intended to ensure that the Image Mate Online software is functioning as intended. SDG will respond in a timely manner to any support issue brought to our attention by government officials regarding the Image Mate Online software. SDG shall make available to the Town of Canandaigua Assessment Department all standard software enhancements, as defined below, to the Image Mate Online software currently owned by the Town. This software includes Image Mate Online as well as the RPS Version 4 data extraction utility as it pertains to Image Mate Online.

Image Mate Online shall be hosted at SDG facilities. The Town of Canandaigua shall own the license to Image Mate Online with the intent of public display via the Internet. SDG shall provide scheduled data updates to Canandaigua's Image Mate Online software. These updates are not limited to the Town. The Town may send real property data to SDG on an as needed basis. SDG will in turn update the Town's data within a reasonable time frame not to exceed two weeks.

Software Enhancement Classifications

- 1) **Standard** – Software improvements to the current release for purposes such as increasing system performance or fixing reproducible software errors (bug fixes). The cost to the Town for these Standard software enhancements will be included in the fee paid by the Town to Systems Development Group for the software support plan.
- 2) **Custom** – This classification includes client requested software changes that would add or increase current system functionality. Work of this type will be billed at a rate of \$100 per hour. SDG's normal rate for enhancements of this type as identified by the New York State Office of General Services is set at \$147.00 per hour. The lower rate of \$100 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the Town accepts this Plan.

The Town agrees to pay SDG an annual fee of \$1,080 for this software support. This agreement will be reviewed annually and, if necessary, renegotiated by the Town of Canandaigua and SDG. SDG's current rate for all Software Support is currently at \$125 per hour. This rate is reduced to an annual charge for support when the Town accepts this plan.

This Agreement shall be construed and interpreted under and according to the laws of the State of New York.

Town of Canandaigua

Systems Development Group, Inc.

By: _____

By: John Kelly
John Kelly, President/CEO

ATTACHMENT 10

[Hide main menu](#)

-
- [Home](#)

(UTC-05:00) Eastern Time (US & Canada)

Specific call for offers from: 1379 OGS Solicitation 23166: Vehicles, Class 1-8

3368 (1) Ford Ranger XLT SuperCrew 4WD w/5' Box - Town of Canandaigua Award phase

- [Settings](#)
- [Participants](#)
- [Schedule](#)
- [Pricing sheets](#)
- [Questionnaires](#)
- [Question & Answer](#)
- [Offers/Applications](#)
- [Compare & Select](#)
- [11](#)
- [Offer phase\(6\)](#)
- [Evaluation\(6\)](#)
- [Awarding\(0\)](#)
- [Combined](#)
- [Vehicles Built to Specifications Pricing Sheet](#)
- [Pre-Existing Vehicles Pricing Sheet](#)

Offer

- ☐ Van Bortel Ford, Inc
☐ DELACY FORD
☐ METRO FORD SALES INC
☐ Lithia Motors Inc
☐ Nye Automotive Group
☐ Beyer Ford LLC
Model Year
☐ 2020
Make
☐ FORD
☐ Ford
Model & Trim Level
☐ RANGER XLT SUPERCREW
☐ RANGER XLT
☐ Ranger
☐ Ranger XLT
☐ Ranger
Total Number of Vehicles
☐ 1

Edit Group by supplier

Rank	Name	Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Invited to phase
1	Van Bortel Ford, Inc	Vehicles Built to Specifications Pricing Sheet	2020	FORD	RANGER XLT SUPERCREW	\$28,660.42	1	\$28,660.42	Evaluation ☐
2	DELACY FORD	Vehicles Built to Specifications Pricing Sheet	2020	FORD	RANGER XLT	\$29,165.62	1	\$29,165.62	Evaluation ☐
2	METRO FORD SALES INC	Vehicles Built to Specifications Pricing Sheet	2020	FORD	RANGER XLT	\$29,165.62	1	\$29,165.62	Evaluation ☐
4	Lithia Motors Inc	Vehicles Built to Specifications Pricing Sheet	2020	Ford	Ranger	\$29,190	1	\$29,190	Evaluation ☐
5	Nye Automotive Group	Vehicles Built to Specifications Pricing Sheet	2020	Ford	Ranger XLT	\$29,347.28	1	\$29,347.28	Evaluation ☐
6	Beyer Ford LLC	Vehicles Built to Specifications Pricing Sheet	2020	Ford	Ranger	\$30,251.27	1	\$30,251.27	Evaluation ☐

Exports

- Export offered pricing sheets of all suppliers
- Export Compare & Select
- Request a zip-export for this Solicitation

Inform

- Inform colleagues
- Inform suppliers

Allow to Awarding

Internal award justification

- [Edit award justification](#)

Purchase order

This information is required to be entered by all Authorized Users of the NYS Vehicle Marketplace. Departments and agencies MUST provide a screenshot of this "Awarding" page information when requesting a State ID from OGS Fleet Management or NYS DOT. Please enter the purchase order or other ordering document information or if no purchase order was made by clicking on "Edit purchase order" below.

- [Edit Purchase Order](#)

[Logo](#)

Navigation

James Fletcher

[Logout](#)

- [Published Solicitations](#)
- [Solicitations](#)
- [Contracts](#)
- [Documents](#)
- [My Profile](#)
- [Company](#)
- [Contact groups](#)
- [Templates](#)

Company administrator:
User Photo

James Fletcher

5853943300

jfletcher@townofcanandaigua.org

Need help using Negometrix3? Visit our support page [Help](#)



Contract Award Notification

Title	:	Group 40440 Vehicles, Class 1-8 (Statewide)
Award Number	:	Classification Code(s): 25 and 46
		<u>23166</u>
Contract Period	:	November 14, 2019 to November 13, 2029
Bid Opening Date	:	December 4, 2019
Date of Issue	:	November 14, 2019 (Revised January 13, 2020)
Specification Reference	:	As Incorporated In The Contract
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Carol Neelis Title : Contract Management Specialist I Phone : 518-474-3695 E-mail : Carol.neelis@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.

Complete and return "Contract Performance Report" at end of document.

Description

This award includes backdrop Contracts for the acquisition (purchase or lease) of new Single OEM Vehicles, Chassis and Bodies in the following Classes of Vehicles: Class 1 (1 to 6,000 lbs. GVWR), Class 2 (6,001 to 10,000 lbs. GVWR), Class 3 (10,001 to 14,000 lbs. GVWR.), Class 4 (14,001 to 16,000 lbs. GVWR), Class 5 (16,001 to 19,500 lbs. GVWR), Class 6 (19,501 to 26,000 lbs. GVWR), Class 7 (26,001 to 33,000 lbs. GVWR), and Class 8 (33,001 lbs. GVWR & Over), as well as related Options and Aftermarket Components as defined in Contract Scope.
--

PR # 23166

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR#</u>
PC68921	AlbanyT LLC	47-4196962	1100156748
PC68922	DBA Northway Toyota		
PC68923	Beam Mack Sales & Service, Inc.	16-0742432	100007477
PC68924	Beyer Ford LLC	27-5234130	1100042690
PC68925	Beyer of Morristown LLC	45-0904269	1100069778
PC68926	Cady Brook Enterprises LLC	20-0427909	1100021362
PC68927	Cappellino Chevrolet Inc.	47-2774902	1100141222
	Central Dodge Inc.	04-2793661	1100170790
	DBA Central Chrysler Dodge Jeep Ram		
PC68985	Champlain Truck Center, Inc.	14-1727126	1000027738
	DBA Champlain Peterbilt		
PC68928	Cives (USA)	16-0955800	1000007605
	DBA Viking Cives (USA)		
PC68929	CNF Services Inc.	83-0512473	1100010221
	DBA Rock City Chrysler Jeep Dodge Ram		
PC68930	Cyncon Equipment Inc.	16-1115791	1000015381
PC68931	Dejana Truck & Utility Equipment Co.	81-2901915	1100187088
PC68978	DeLacy Ford Inc.	16-1158324	1000015467
PC68932	Don Brown Bus Sales, Inc.	14-1679304	1000033636
PC68981	Eagle Auto Mall Sales Inc	11-3635407	1000012388
	DBA Eagle Chevrolet		
PC68933	Empire Bus Sales LLC	20-4684842	1000047189
PC68974	Falls Dodge, Inc.	16-0865689	1000014956
	DBA Joe Ceconi's Chrysler Complex		
PC68934	Fenton Mobility Products Inc.	16-1471481	1000008248
PC68935	Fleet Maintenance Inc.	14-1607031	1000013989
PC68936	Gabrielli Truck Sales LTD	11-3082303	1000012070
PC68937	Genesee Valley Ford LLC	20-1818222	1000008577
PC68938	Genesee Valley Motors Inc.	16-1453862	1100017588
PC68939	Hempstead Lincoln Mercury Motors	11-1968002	1100014953
PC68940	Henderson Products, Inc.	27-1184835	1000034909
PC68941	Howell & Pierson Inc.	14-1288470	1100022298
	DBA Main Motorcar		
PC68975	Jim Barnard Chevrolet, Inc.	16-0997054	1100216918
PC68942	Joe Basil Chevrolet Inc.	16-1068991	1100005392
PC68943	Kenneth A. Schultz	16-1590502	1100146460
	DBA Niagara Truck Equipment		
PC68971	Kenworth Northeast Group, Inc.	20-3063929	1100013557
PC68944	Kingston Automotive LLC	20-2954547	1100153608
PC68945	Lithia Motors Inc.	93-0572810	1100194771
PC68988	Metro Ford Sales, Inc.	14-1619871	1000006901
PC68946	Navistar Inc.	36-1264810	1000031410
PC68947	Nye Automotive Group Inc.	16-0929949	1000003388
PC68969	Otis Ford, Inc.	11-2145771	1100186694
PC68948	Parker Chevrolet, Inc.	14-1546919	1100008403
PC68970	Robert Green Auto & Truck, Inc.	14-1504690	1000013855
PC68949	RR Charlebois, Inc.	03-0312976	1100162055
PC68950	Shepard Bros., Inc	16-1147478	1000015441
PC68965	Southside Trailer Service Inc.	16-1021936	1000007688

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR#</u>
PC68966	Tracey Road Equipment, Inc.	16-1058204	1000007710
PC68951	Valley Fab & Equipment, Inc.	16-1541913	1000029443
PC68952	Van Bortel Chevrolet Inc.	46-1298708	1100096950
PC68953	Van Bortel Ford Inc.	16-1609363	100008473
PC68967	Websmart Chevrolet, LLC	82-5282222	1100217994
PC68984	W.N.Y. Bus Parts, Inc.	16-1171292	1000015495
	DBA Gorman Enterprises		

CONTRACT #

CONTRACTOR

FED.IDENT.#

NYS VENDOR#

For Contract terms and conditions, Contractor contact information, and information about how to use this contract, please see the Contractor Award Notification page located on the OGS website at:

<https://www.ogs.state.ny.us/purchase/spg/awards/4044023166CAN.HTM>.

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business.

Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

CONTRACT #

CONTRACTOR

FED.IDENT.#

NYS VENDOR#

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

Date: _____

Phone: _____

E-mail: _____

Please detach or photocopy this form & return via e-mail to carol.neelis@ogs.ny.gov or mail to:

NYS Office of General Services
Procurement Services
Carol Neelis, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * * *

ATTACHMENT 11

SECTION 8 - WAGES

A. Job Classification and wage rates:

The job classifications and wage rates assigned to each classification are attached hereto as Appendix A, B, C and D. The placement of an employee within the rate structure assigned to each job classification shall be determined by the Town upon hiring as detailed in section 8, C.

B. Wage Increases:

Effective January 1st of each of the years covered by this agreement, employees will have their wages increased as detailed Appendix A, B, C, and D based on job title and years of service as detailed in section 8, C. Wage rates are set one time annually during the Town Board's organizational meeting each January. Employees wage rates will be set based on the number of years of service to the Employer in the position that they are currently holding, and must have achieved the next full year of service prior to January 1st.

C. All employees with three or more years of service to the Employer will receive the full wage rate detailed in Appendix A and B for the respective year. Employees with two or fewer years of service will be paid as follows:

- At least two years, but less than three years of service will receive 95% of the published wage rate in Appendix A, B, C, and D.
- At least one year, but less than two years of service will receive 90% of the published wage rate in Appendix A, B, C, and D.
- At least six months of service, but less than one year of service will receive 85% of the published wage rate in Appendix A, B, C, and D.
- New employees and those employees with less than six months of service at the time of the annual organizational meeting in which wage rates are set will receive 75% of the published wage rate in Appendix A, B, C, and D. The Town Board of the Town of Canandaigua reserves the right to define pay rates for new employees governed by this agreement, based on experience or prior service, provided the rate is not more than the full wage rate detailed in Appendix A, B, C, and D.

SECTION 9 - HOURS OF WORK - OVERTIME

Section 9.1 - Work Schedules

- A. For all full-time Employees, the normal work week shall be eight (8) hours per day, Monday through Friday. The work week shall be forty (40) hours per week.
- B. For the full-time employee designated to the Transfer Station, the normal work week shall be six (6) hours on Sunday, fourteen (14) hours on Wednesday, ten (10) hours on Thursdays, and ten (10) hours on Saturday. The work week shall be forty (40) hours per week.

APPENDIX A

	2019 Wage Rate(s)
Group 1 - Motor Equipment Operators	\$ 26.44
Group 2 - Motor Equipment Operators IV Water Maintenance Assistants	\$ 27.41
Group 3 - Working Supervisors	\$ 28.76

APPENDIX B

	2020 Wage Rate(s)
Group 1 - Motor Equipment Operators	\$ 26.97
Group 2 - Motor Equipment Operators IV Water Maintenance Assistants	\$ 27.96
Group 3 - Working Supervisors	\$ 29.34

APPENDIX C

	2021 Wage Rate(s)
Group 1 - Motor Equipment Operators	\$ 27.51
Group 2 - Motor Equipment Operators IV Water Maintenance Assistants	\$ 28.52
Group 3 - Working Supervisors	\$ 29.93

From: [John Pusloskie](#)
To: [Town Manager](#)
Cc: [chris lietz](#); [Samantha Pierce](#); jfletcher@townofcanandaigua.org
Subject: Re: Town of Canandaigua
Date: Wednesday, January 29, 2020 3:15:20 PM

Hi Doug,

The Union is ok with both recommendations below, just send me the proposed amendment for review.

Thanks,

John

On Jan 29, 2020, at 8:55 AM, <dfinch@townofcanandaigua.org> wrote:
<dfinch@townofcanandaigua.org>

John,

There are 2 recommendations coming to me from the Highway Superintendent that relate to the Union agreement for Town of Canandaigua Highway Employees.

1. The addition of the position of "Heavy Equipment Mechanic" position as a Union position to group 3 "working supervisors" and the appoint of Jim Burke to that position. This will mean we need to do an amendment to the union agreement before we can make this appointment.
2. Also at the February 10, 2020 meeting, the Highway Superintendent is recommending a reclassification of Travis Spike to 85% of the 2020 group wage rate from his current eligible 75% based on his years of service per the union agreement. The Highway Superintendent is requesting this change due to the employees work history.

Do you have any objections to either?

Doug Finch, Town Manager
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424
Phone: (585)394-1120 ext. 2234
Email: dfinch@townofcanandaigua.org

*** If you need immediate assistance and are not able to reach me please contact Sarah Reynolds (sreynolds@townofcanandaigua.org) or by phone (585)394-1120 ext. 2232*

ATTACHMENT 12

Ford F-250XL SuperDuty Crew Cab 4WD w/8' Box - Town of Canandaigua

shared solicitations

New York State Office of General Services
ad buyer

Contact person:



Sarah Rose
00

sarah.rose@ogs.ny.gov

Description: This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.

The Authorized User Selected: "Built to Specifications".

[Generate hyperlink](#)

Type: Price request

Published on: Jan 16 2020 3:31 PM

Offer phase: Jan 16 2020 5:00 PM — Jan 24 2020 5:00 PM

details

[Solicitation Details](#)

actions

Go to Specifications Pricing Sheet

Name	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total
Van Bortel Ford, Inc	2020	FORD	F-250 XL SUPERCREW	\$32,186.59	1	
SENESEE VALLEY FORD Inc	2020	Ford	F250, XL, Crew Cab	\$32,399.00	1	
RETRO FORD SALES INC	2020	FORD	F-250 XL CREW LB	\$32,399.50	1	
v4.5.1915.0, Page times (ms) Server:int:15 load:7.8 prerender:7.8 Total:93 Browser load:137latency:37, (56.192.124.203 - 4)						
ithia Motors Inc	2020	Ford	F-250 XL	\$32,680	1	
tye Automotive Group	2020	Ford	F-250 XL Crew Cab	\$32,790.56	1	
eyer Ford LLC	2020	Ford	F250	\$32,991.95	1	

3342 (1) Ford F-250XL SuperDuty Crew Cab 4WD w/8' Box - Town of Canandaigua

Summary

Name: (1) Ford F-250XL SuperDuty Crew Cab 4WD w/8' Box - Town of Canandaigua

Select type of contract: Supplies

This is a test solicitation: No

Activate lots: No

Reference number: No reference number

Purchase request number: 641

Short description: This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.

The Authorized User Selected: "Built to Specifications" .

Internal description:
(Only visible to buyers)

Procedure

- Procedure:
- ☐ Sealed with Preselection
 - ☐ Sealed without Preselection
 - ☐ Unsealed
 - ☐ Ongoing selection phase
 - ☐ Qualification System
 - ☒ Price request

Separate opening of vault
(Selection phase): No

Offset time between end of
offer phase and visibility of
offers: No

Best and Final Offer Phase
(allows for adjustment after
offer phase): No

Quotation method: Single bid

Cancel Solicitation: No

Approval

Ask for approval: No

Other options

Allow multiple offers: Yes (15)

Anonymous buyer contact: No

Show names of suppliers that started to fill out the questionnaire:

Activate Question & Answer module: Yes

Currency: US dollar

Activate solicitation terms & conditions:

Activate 'Specific data' tab within 'Settings': Yes

CPV-Codes

Solicitation Commodity Codes: **NIGP Codes**

No Commodity Codes added

Publication of this solicitation

Communities

No communities available

Publish Solicitation

Authority	Status	Participation button for suppliers
Negometrix3	Published	Enabled

Specific data

PO Date:

PO Number:



Contract Award Notification

Title	:	Group 40440 Vehicles, Class 1-8 (Statewide)
Award Number	:	Classification Code(s): 25 and 46
		<u>23166</u>
Contract Period	:	November 14, 2019 to November 13, 2029
Bid Opening Date	:	December 4, 2019
Date of Issue	:	November 14, 2019 (Revised January 13, 2020)
Specification Reference	:	As Incorporated In The Contract
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Carol Neelis Title : Contract Management Specialist I Phone : 518-474-3695 E-mail : Carol.neelis@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.

Complete and return "Contract Performance Report" at end of document.

Description

This award includes backdrop Contracts for the acquisition (purchase or lease) of new Single OEM Vehicles, Chassis and Bodies in the following Classes of Vehicles: Class 1 (1 to 6,000 lbs. GVWR), Class 2 (6,001 to 10,000 lbs. GVWR), Class 3 (10,001 to 14,000 lbs. GVWR.), Class 4 (14,001 to 16,000 lbs. GVWR), Class 5 (16,001 to 19,500 lbs. GVWR), Class 6 (19,501 to 26,000 lbs. GVWR), Class 7 (26,001 to 33,000 lbs. GVWR), and Class 8 (33,001 lbs. GVWR & Over), as well as related Options and Aftermarket Components as defined in Contract Scope.
--

PR # 23166

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR#</u>
PC68921	AlbanyT LLC	47-4196962	1100156748
PC68922	DBA Northway Toyota		
PC68923	Beam Mack Sales & Service, Inc.	16-0742432	100007477
PC68924	Beyer Ford LLC	27-5234130	1100042690
PC68925	Beyer of Morristown LLC	45-0904269	1100069778
PC68926	Cady Brook Enterprises LLC	20-0427909	1100021362
PC68927	Cappellino Chevrolet Inc.	47-2774902	1100141222
	Central Dodge Inc.	04-2793661	1100170790
	DBA Central Chrysler Dodge Jeep Ram		
PC68985	Champlain Truck Center, Inc.	14-1727126	1000027738
	DBA Champlain Peterbilt		
PC68928	Cives (USA)	16-0955800	1000007605
	DBA Viking Cives (USA)		
PC68929	CNF Services Inc.	83-0512473	1100010221
	DBA Rock City Chrysler Jeep Dodge Ram		
PC68930	Cyncon Equipment Inc.	16-1115791	1000015381
PC68931	Dejana Truck & Utility Equipment Co.	81-2901915	1100187088
PC68978	DeLacy Ford Inc.	16-1158324	1000015467
PC68932	Don Brown Bus Sales, Inc.	14-1679304	1000033636
PC68981	Eagle Auto Mall Sales Inc	11-3635407	1000012388
	DBA Eagle Chevrolet		
PC68933	Empire Bus Sales LLC	20-4684842	1000047189
PC68974	Falls Dodge, Inc.	16-0865689	1000014956
	DBA Joe Ceconi's Chrysler Compex		
PC68934	Fenton Mobility Products Inc.	16-1471481	1000008248
PC68935	Fleet Maintenance Inc.	14-1607031	1000013989
PC68936	Gabrielli Truck Sales LTD	11-3082303	1000012070
PC68937	Genesee Valley Ford LLC	20-1818222	1000008577
PC68938	Genesee Valley Motors Inc.	16-1453862	1100017588
PC68939	Hempstead Lincoln Mercury Motors	11-1968002	1100014953
PC68940	Henderson Products, Inc.	27-1184835	1000034909
PC68941	Howell & Pierson Inc.	14-1288470	1100022298
	DBA Main Motorcar		
PC68975	Jim Barnard Chevrolet, Inc.	16-0997054	1100216918
PC68942	Joe Basil Chevrolet Inc.	16-1068991	1100005392
PC68943	Kenneth A. Schultz	16-1590502	1100146460
	DBA Niagara Truck Equipment		
PC68971	Kenworth Northeast Group, Inc.	20-3063929	1100013557
PC68944	Kingston Automotive LLC	20-2954547	1100153608
PC68945	Lithia Motors Inc.	93-0572810	1100194771
PC68988	Metro Ford Sales, Inc.	14-1619871	1000006901
PC68946	Navistar Inc.	36-1264810	1000031410
PC68947	Nye Automotive Group Inc.	16-0929949	1000003388
PC68969	Otis Ford, Inc.	11-2145771	1100186694
PC68948	Parker Chevrolet, Inc.	14-1546919	1100008403
PC68970	Robert Green Auto & Truck, Inc.	14-1504690	1000013855
PC68949	RR Charlebois, Inc.	03-0312976	1100162055
PC68950	Shepard Bros., Inc	16-1147478	1000015441
PC68965	Southside Trailer Service Inc.	16-1021936	1000007688

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR#</u>
PC68966	Tracey Road Equipment, Inc.	16-1058204	1000007710
PC68951	Valley Fab & Equipment, Inc.	16-1541913	1000029443
PC68952	Van Bortel Chevrolet Inc.	46-1298708	1100096950
PC68953	Van Bortel Ford Inc.	16-1609363	100008473
PC68967	Websmart Chevrolet, LLC	82-5282222	1100217994
PC68984	W.N.Y. Bus Parts, Inc.	16-1171292	1000015495
	DBA Gorman Enterprises		

CONTRACT #

CONTRACTOR

FED.IDENT.#

NYS VENDOR#

For Contract terms and conditions, Contractor contact information, and information about how to use this contract, please see the Contractor Award Notification page located on the OGS website at:

<https://www.ogs.state.ny.us/purchase/spg/awards/4044023166CAN.HTM>.

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business.

Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

CONTRACT #

CONTRACTOR

FED.IDENT.#

NYS VENDOR#

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

Date: _____

Phone: _____

E-mail: _____

Please detach or photocopy this form & return via e-mail to carol.neelis@ogs.ny.gov or mail to:

NYS Office of General Services
Procurement Services
Carol Neelis, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * * *

ATTACHMENT 13



March 5, 2019

Mr. Eric Cooper
Planner
Town of Canandaigua
Canandaigua, NY 14424

RE: Rt 332/County Rd. 8 Development (City Mini Storage – UpTown)

Dear Mr. Cooper:

Thank you for your assistance to date, it is appreciated. It is our intention to explore MUO rezoning and development opportunities for the vacant land parcels, located on Rt. 332 in the Town of Canandaigua, formerly known as Par Busters. Thank you for the opportunity to review the concept plans at the upcoming Town Board Meeting on March 18, 2019. Attached are (6) six copies of the completed Petition To Amend The Official Zoning Map application as well as (6) six copies of the concept plan (dimensions 24" X 26") as requested.

Please note that our initial plan involves subdividing the large parcel into two parcels, with the back lot consisting of 21.1 acres for the proposed self-storage facility. The remaining 24.1 acre parcel is not included in this petition as we do not have immediate plans for development at this time. We have had discussions with Canandaigua National Bank (neighboring corner parcel) and some other interested parties but have not had the opportunity to solidify development plans since we do not own the property at this time and are focusing initially on our core business, which is self-storage.

For over 30 years, we have owned and operated City Mini Storage located at 493 South Main St. Our primary mission is to provide safe, secure, and reliable storage solutions to the local region and to meet our customers' needs. With the continue build-out of our existing facility, we are now at the point where growth is limited within City limits. We envision Rt. 332 (with access off of County Rd. 8) as a natural extension of our existing business and feel strongly that it will become a great asset to the community and will directly support the Uptown Canandaigua vision for residential and commercial development.

We are experienced developers and are blessed with having a strong, long-standing relationship with Canandaigua National Bank, where I was employed as a Commercial Loan Officer for over 15 years. With the support of our strategic partners, our existing business model/core values, and the growing needs of the community, we feel strongly that we are prepared to make this concept plan a reality. We envision this development to be a great fit for the Town of Canandaigua as our goal will be to respect the agricultural region with buffering, blend into the neighborhood, and provide affordable storage solutions to the local community in order to support the Uptown Canandaigua vision.

Thank you again for this opportunity, we look forward to meeting everyone in the near future. Please contact me directly at (585) 314-3021 or via email at tim@cityministorage.com if you have any questions or require additional information prior to the March 18th meeting.

Sincerely,

Timothy A. Stone
Site Manager/Managing Partner
City Mini Storage, LLC
CMS Commercial Properties, LLC
Stone Family Properties, LLC.

PETITION TO AMEND THE OFFICIAL ZONING MAP
To the Town Board of the Town of Canandaigua, Ontario County, New York
MIXED USE OVERLAY DISTRICT

1. Name and Address of the Applicant: City Mini Storage LLC
493 S. MAIN ST CANANDAIGUA NY 14424
Applicant Telephone and E-mail Address: (585) 314-3071 tim@cityministorage.com
2. Name and Address of Applicant's Attorney (if applicable): Russ Kemper, Esq.
23 NORTH ST CANANDAIGUA NY 14424
Attorney Telephone and E-mail Address: (585) 394-2068 Russ@KemperLaw.com
3. Interest of Applicant in Property: LEASE CONTRACTS
4. Name and Address of Property Owner, if different: CONEM ASSOCIATES
175 CALLOW RD Suite 160 Rochester NY 14620
Owner Telephone and E-mail Address: (585) 586-5835 KEN@KESNEYELOCKSTREET.COM
5. Subject Property Address and Tax Map Number: A portion of
56.00-2-32.112 AND 56.00-2-31.110
6. Current Zoning and MUO Classification: R-1-30 RESIDENTIAL / CC-Community Farmstead MUO
7. Requested Amended Zoning Classification: MUO w/ allowance for SELF STORAGE
8. Existing Land Use and/or Buildings: VALENT / VALENT
9. Proposed Land Use and/or Buildings: ~~SELF STORAGE~~ / SELF STORAGE

Signature of Applicant / Date: [Signature], MANAGING MEMBER 2/18/2019

OFFICE USE ONLY

Date Filed: _____ Date Referred to Planning Board: _____
Planning Board Action: _____
Publication: (dates) _____ (location) _____
Notice Mailing Date (attach mailing list): _____
Hearing: (date) _____ (time) _____ (location) _____
Order: _____

LEGEND

Existing	Proposed
Property Line/R.O.W.	
Easement	
Sanitary Manhole	
Sanitary Sewer	
Gas Main	
Stream	

PROJECT INFORMATION

General Information

Owner:	Carol G. Martin, Kenneth H. Hershey, & Allan D. Moore 145 Culver Road Rochester, NY 14620
Developer:	Tim Stone City Mini Storage 2241 State Route 332 Canandaigua, NY 14424
Parcel Address:	2265 State Route 332
Parcel Tax Account Number:	T.A.N. 56.00-2-31-110
Parcel Size:	42.9 Acres

Current Zoning Information

Current District: CC Community Commercial District

Current Use Overlay District 1

Current Zoning Requirements (depending upon use)	
Min. Lot Area:	Varies 1 Acre to 10 Acres
Min. Lot Width:	Varies 175 L.F. to 500 L.F.
Min. Front Yard:	Varies 10 L.F. to 200 L.F. on Emerson Road
Min. Rear Yard:	Varies 25 L.F. to 40 L.F. Adjacent to Residential District
Min. Side Yard:	Varies 20 L.F. (100 L.F. Adjacent to Residential District)
Max. Building Height:	Varies 10' to 60' to 80' (35% typical)

Mixed Use Overlay Requirements:

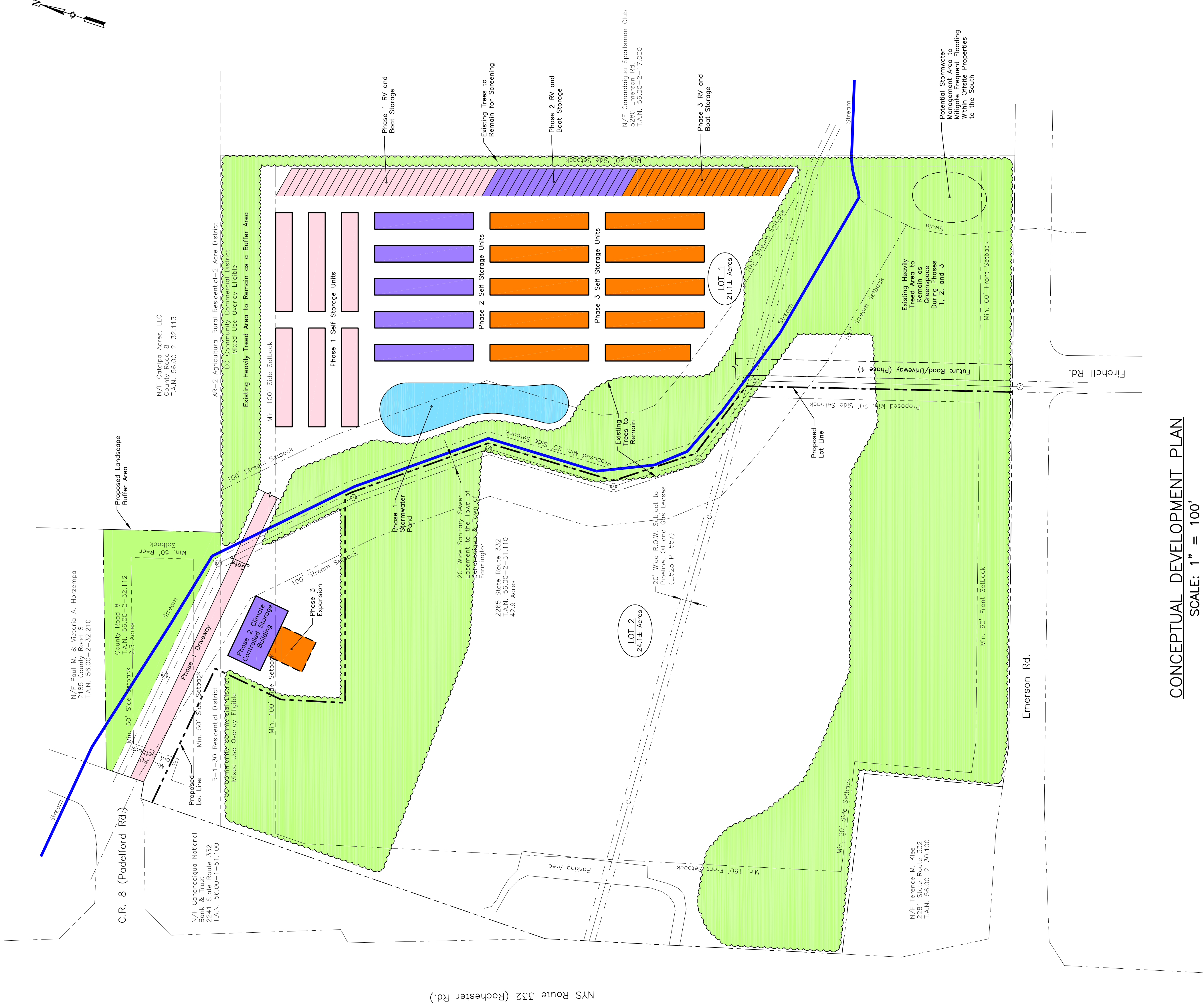
1 use allowed per parcel

Minimum 40% Open Space

Mini-Warehouse Storage Facilities are Allowed

Proposed Development

- Task 1: Subdivision to create 2 lots (Lot 1 = 21.1± Acres, Lot 2 = 24.1± Acres)
- Task 2: Rezone Lot 1 to allow self storage
- Task 3: Construct self storage facilities within Lot 1 in multiple phases
- Task 4: Develop lands within Lot 2 as opportunities arise



CONCEPTUAL DEVELOPMENT PLAN

SCALE: 1" = 100'

SCALE (FEET)

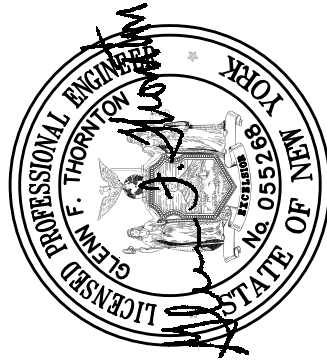


NO.	DESCRIPTION	DATE	BY

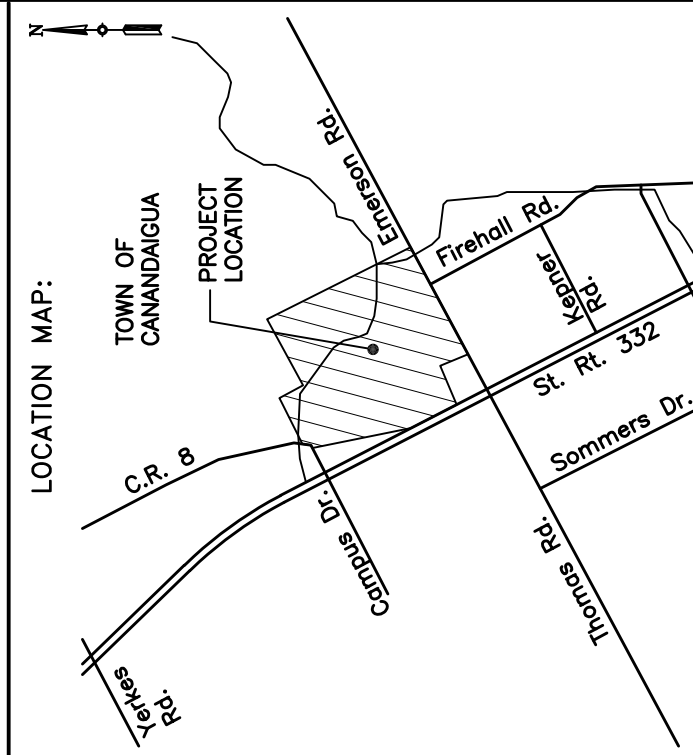
NOT APPROVED FOR CONSTRUCTION

It is a Violation of New York State Education Law Article 145, Section 10(1)(b) for any person acting under the direction of a licensed professional engineer or land surveyor, to alter in any way, if such alteration is made in the original drawing, plan, specification, report or other document, or to alter, the item his or her seal and the notation "altered by" followed by his or her signature and the date of such alteration, and a specific description of the alteration.

THORNTON
ENGINEERING LLP
30 Assembly Drive, Suite 106
Newtown, New York 14620
Consultant Engineers



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PROJECT NAME:
City Mini Uptown
2265 State Route 332
Town of Canandaigua
Ontario County, NY

DRAWING TITLE:
Conceptual Development Plan to Support the Rezone Application

FILE NAME:	DESIGNED BY:
REZONECONCEPT.DWG	GFT
DRAWN BY:	CHECKED BY:
HKT	GFT
APPROVED BY:	DATE:
GFT	MARCH 2019
SCALE:	PROJECT NO.:
1" = 100'	18-711
SHEET NO.:	DRAWING NO.:
1 OF 1	C-1

ATTACHMENT 14

NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(f)

BILL NUMBER:

SPONSOR:

TITLE OF BILL: AN ACT providing for the transfer of Onanda Park from the department of environmental conservation to the town of Canandaigua.

PURPOSE OR GENERAL IDEA OF BILL: To authorize the transfer of Onanda Park from the State Department of Environmental Conservation to the Town of Canandaigua.

SUMMARY OF PROVISIONS:

Section 1 of the bill authorizes the Commissioner of the Department of Environmental Conservation to transfer and convey state lands, and any and all buildings and improvements thereon, known as Onanda Park, as described in section 2 of this act, to the Town of Canandaigua for one dollar, upon such terms and considerations as the Commissioner may deem appropriate.

Section 2 sets forth the legal description of the land authorized to be transferred and conveyed consisting of all that tract or parcel of land in the Town of Canandaigua, being part of town lot number 4 of the academy tract in township number 9 in the third range of townships in Ontario County.

Section 3 provides that the description of the land in section two of this act is not meant to be a legal description, and that, as a condition of the purchase, the Town of Canandaigua may submit to the Commissioner of OGS and the Attorney General an accurate survey and description of the lands to be conveyed.

Section 4 provides that the Commissioner of the Department of Environmental Conservation shall not transfer or convey the land unless application is made by the Town of Canandaigua within one year of this act becoming law.

Section 5 provides that the property transferred to the Town of Canandaigua shall be used and maintained for park purposes similar to current uses and shall be accessible to the general public or revert back to the state.

Section 6 contains the effective date.

JUSTIFICATION:

The New York State Department of Environmental Conservation (NYSDEC) has leased the land at issue in this legislation to the Town of Canandaigua as part of a long-term lease.

For the past 30 years, the residents of the Town of Canandaigua have maintained the land as a public park and invested hundreds of thousands of

dollars in building improvements including; new roofs, new septic systems, pump stations, new sidewalks, ramps, docks, maintenance and many other items to make the park more ADA friendly.

This authorization will allow the town to purchase the land outright, and the provisions included in the legislation will ensure the property continues to be operated as a public park and available to all residents of the greater Canandaigua community for many generations to come.

PRIOR LEGISLATIVE HISTORY:

New Bill

FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS:

Minimal

EFFECTIVE DATE:

This act shall take effect immediately.

Legislative Bill Drafting Commission
13951-02-0

S. -----
Senate

IN SENATE--Introduced by Sen

--read twice and ordered printed,
and when printed to be committed
to the Committee on

----- A.
Assembly

IN ASSEMBLY--Introduced by M. of A.

with M. of A. as co-sponsors

--read once and referred to the
Committee on

PARKS
(Provides for the transfer of Onanda
Park from the department of environ-
mental conservation to the town of
Canandaigua)

Onanda Park; Canandaigua

AN ACT

providing for the transfer of Onanda
Park from the department of environ-
mental conservation to the town of
Canandaigua

The People of the State of New
York, represented in Senate and
Assembly, do enact as follows:

IN SENATE

Senate introducer's signature

The senators whose names are circled below wish to join me in the sponsorship
of this proposal:

s15 Addabbo	s02 Flanagan	s09 Kaminsky	s25 Montgomery	s23 Savino
s52 Akshar	s55 Funke	s07 Kaplan	s20 Myrie	s32 Sepulveda
s46 Amedore	s59 Gallivan	s26 Kavanagh	s58 O'Mara	s41 Serino
s36 Bailey	s05 Gaughran	s63 Kennedy	s62 Ott	s29 Serrano
s30 Benjamin	s12 Gianaris	s28 Krueger	s21 Parker	s51 Seward
s34 Biaggi	s22 Gounardes	s24 Lanza	s19 Persaud	s39 Skoufis
s57 Borrello	s47 Griffo	s01 LaValle	s13 Ramos	s16 Stavisky
s04 Boyle	s40 Harekham	s45 Little	s61 Ranzenhofer	s35 Stewart-
s44 Breslin	s54 Helming	s11 Liu	s48 Ritchie	Cousins
s08 Brooks	s27 Hoylman	s03 Martinez	s33 Rivera	s49 Tedisco
s38 Carlucci	s31 Jackson	s53 May	s56 Robach	s06 Thomas
s14 Comrie	s60 Jacobs	s37 Mayer	s18 Salazar	s50
s17 Felder	s43 Jordan	s42 Metzger	s10 Sanders	

IN ASSEMBLY

Assembly introducer's signature

The Members of the Assembly whose names are circled below wish to join me in the
multi-sponsorship of this proposal:

a049 Abbate	a053 Davila	a128 Hunter	a037 Nolan	a140 Schimminger
a092 Abinanti	a072 De La Rosa	a029 Hyndman	a144 Norris	a099 Schmitt
a084 Arroyo	a034 DenDekker	a104 Jacobson	a069 O'Donnell	a076 Seawright
a107 Ashby	a003 DeStefano	a097 Jaffee	a051 Ortiz	a052 Simon
a035 Aubry	a070 Dickens	a011 Jean-Pierre	a091 Otis	a036 Simotas
a120 Barclay	a054 Dilan	a135 Johns	a132 Palmesano	a005 Smith
a030 Barnwell	a081 Dinowitz	a115 Jones	a002 Palumbo	a118 Smullen
a106 Barrett	a147 DiPietro	a077 Joyner	a088 Paulin	a022 Solages
a060 Barron	a016 DUrso	a040 Kim	a141 Peoples-	a114 Stee
a082 Benedetto	a048 Eichenstein	a131 Kolb	Stokes	a110 Steck
a042 Bichotte	a004 Englebright	a105 Lalor	a058 Perry	a010 Stern
a079 Blake	a074 Epstein	a013 Lavine	a023 Pheffer	a127 Sturpe
a117 Blankenbush	a109 Fahy	a134 Lawrence	Amato	a102 Tague
a098 Brabenece	a061 Fall	a050 Lentol	a086 Pichardo	a071 Taylor
a026 Braunstein	a080 Fernandez	a125 Lifton	a089 Preflow	a001 Thiele
a138 Bronson	a126 Finch	a009 LiPetri	a073 Quart	a033 Vanel
a093 Buchwald	a008 Fitzpatrick	a123 Lupardo	a019 Ra	a116 Waleczyk
a142 Burke	a124 Friend	a129 Magnarelli	a006 Ramos	a055 Walker
a119 Buttenschon	a046 Frontus	a064 Malliotakis	a062 Reilly	a143 Wallace
a094 Byrne	a095 Galef	a130 Manktelow	a087 Reyes	a112 Walsh
a133 Byrnes	a137 Gantt	a108 McDonald	a043 Richardson	a041 Weinstein
a103 Cahill	a007 Garbarino	a014 McDonough	a078 Rivera	a024 Weprin
a044 Carroll	a148 Giglio	a146 McMahon	a068 Rodriguez	a059 Williams
a047 Colton	a066 Glick	a017 Mikulin	a136 Romeo	a113 Woerner
a032 Cook	a150 Goodell	a101 Miller, B.	a027 Rosenthal, D.	a056 Wright
a085 Crespo	a075 Gottfried	a038 Miller, M. G.	a067 Rosenthal, L.	a096 Zebrowski
a122 Crouch	a021 Griffin	a020 Miller, M. L.	a025 Rozic	a012
a039 Cruz	a100 Gunther	a015 Montesano	a149 Ryan	a031
a063 Cusick	a139 Hawley	a145 Morinello	a121 Salka	
a045 Cymbrowitz	a083 Heastie	a057 Mosley	a111 Santabarbara	
a018 Darling	a028 Hevesi	a065 Niou	a090 Sayegh	

1) Single House Bill (introduced and printed separately in either or
both houses). Uni-Bill (introduced simultaneously in both houses and printed
as one bill. Senate and Assembly introducer sign the same copy of the bill).

2) Circle names of co-sponsors and return to introduction clerk with 2
signed copies of bill and 4 copies of memorandum in support (single house);
or 4 signed copies of bill and 8 copies of memorandum
in support (uni-bill).

1 Section 1. Subject to the provisions of this act but notwithstanding
2 any other provisions of law to the contrary, the commissioner of the
3 department of environmental conservation is hereby authorized to trans-
4 fer and convey to the town of Canandaigua, in consideration of one
5 dollar and upon such other terms and consideration as the commissioner
6 of the department of environmental conservation may deem appropriate,
7 the state lands, and any and all buildings and improvements thereon,
8 known as Onanda Park, located in the town of Canandaigua, county of
9 Ontario, and which are described more particularly in section two of
10 this act.

11 § 2. The lands authorized by section one of this act to be transferred
12 and conveyed are as follows:

13 ALL THAT TRACT OR PARCEL OF LAND situate in the town of Canandaigua,
14 county of Ontario and state of New York, being part of town lot number 4
15 of the academy tract in township number 9 in the third range of town-
16 ships in said county and being more particularly bounded and described
17 as follows:

18 BEGINNING in the southeasterly right of way line of West Lake Road
19 (County Road Number 16) at an angle or jog in said right of way line and
20 at its intersection with the northerly line of premises conveyed to the
21 Young Women's Christian Association of Rochester, NY by deed recorded in
22 the Ontario County Clerk's office in liber 312 of deeds, page 58; thence
23 (1) south 81° 46' 46" East, along said northerly line of the aforesaid
24 premises and along said jog in the southeasterly right-of-way line of
25 said road, a distance of 9.26 feet to a point in the southeasterly
26 right-of-way line of that portion of West Lake Road extending towards
27 the north; thence (2) South 81° 06' 20" East, along said northerly line
28 of the aforementioned premises, a distance of 544.23 feet, more or less,

1 to the shoreline or waters of Canandaigua lake; thence (3) generally
2 southerly or southwesterly along the shoreline or waters of Canandaigua
3 lake a distance of 670.98 feet, more or less, to the southerly or south-
4 westerly line of the aforesaid premises conveyed by deed recorded in
5 said clerk's office in liber 312 of deeds, page 58, at a point in an
6 existing break wall; thence (4) North 62° 46' 29" West, along said
7 southwesterly line of the aforesaid premises, a distance of 585.66 feet
8 to an intersection with the southeasterly right-of-way line of West Lake
9 Road and generally opposite the intersection of said road with the
10 right-of-way of Barnes Road extending to the northwest; thence (5)
11 generally northeasterly along said southeasterly right of way line of
12 West Lake Road on a circular arc of a curve to the right with a radius
13 of 5,704.83 feet an arc distance of 255.69 feet to a point in said right
14 of way line; thence (6) northeasterly along said right-of-way line meas-
15 ured on a bearing of North 35° 16' 48" East a distance of 157.13 feet to
16 the point or place of beginning, being 7.079 acres of land, more or
17 less.

18 § 3. The description in section two of this act of the land to be
19 conveyed is not intended to be a legal description but is intended to
20 identify the parcel to be conveyed. As a condition of the purchase, the
21 town of Canandaigua may submit to the commissioner of general services
22 and New York state attorney general, for his or her approval, an accu-
23 rate survey and description of the lands to be conveyed, which may be
24 used in the conveyance thereof.

25 § 4. The department of environmental conservation shall not transfer
26 or convey the aforesaid land unless application in a form acceptable to
27 such department is made thereto by the town of Canandaigua within one
28 year after the effective date of this act.

1 § 5. Any lands transferred pursuant to this act shall be used and
2 maintained by the town of Canandaigua for park purposes similar to
3 current uses, and shall be open and accessible to the general public. In
4 the event the town of Canandaigua ceases to use the property, or any
5 portion thereof, transferred pursuant to this act for park purposes,
6 title to the lands so transferred shall revert to the state of New York.

7 § 6. This act shall take effect immediately.

ATTACHMENT 15

From: amandavanlaeken@gmail.com
To: sreynolds@townofcanandaigua.org
Subject: PB & ZBA Inquiry: Amanda VanLaeken
Date: Monday, December 30, 2019 9:35:48 AM
Attachments: [VanLaeken_Amanda_PB_ZBA_30Dec2019.pdf](#)
[Untitled attachment 00134.html](#)

Hello Sarah,

Please find attached my letter of interest and resume for the open positions in either the Town Planning Board, or the Zoning Board of Appeals. Please feel free to reach out if you have any questions. Thank you,

Amanda VanLaeken
315-573-5544

Amanda VanLaeken
6150 Ketchum Road
Canandaigua, NY 14424

30 December 2019

Dear Miss Sarah Reynolds,

Please accept my letter of interest and resume below for consideration for the Town of Canandaigua's Planning Board, or the Zoning Board of Appeals.

I have been a resident of Canandaigua since September 2018 however am no stranger to the area. I grew up just one county away, spending my winters skiing at Bristol Mountain. After a brief time in Virginia for school and the start of my career (and to meet my fiancé Justin), I moved back to Rochester after accepting an opportunity for my ideal job in my field.

After spending six years in Rochester, my fiancé and I realized Rochester was no longer the right fit for our family and our hobbies, and it was time to sell the home we worked so diligently to remodel and bring back to life. Now truly in my dream job in which I work from home, I was not tied to a specific regional location and Canandaigua was at the top of our list. Not long after selling our first home, we found our perfect home on the market, and immediately put in an offer. We have enjoyed every second of being in our new home and our new town.

While in Rochester, I had been wanting to involve myself in the community, but truly unsure how to do so. I felt my career in clinical trials and research was too narrow to make a difference, too specific to just that field, until I realized, it's not too narrow. My work is dictated by US and international federal regulations and guidance which I must follow to conduct clinical trials, and I must be aware of all changes to any of these in order to implement a clinical trial. Working on behalf of a pharmaceutical company, I must ensure that the teams adhere to these regulations, otherwise it puts the company's product in jeopardy of approval. These skills, understanding, and diligence would allow me to serve on either the Town Planning Board, or the Zoning Board of Appeals.

Thank you for the opportunity to apply to these two positions, please feel free to reach out if you have any additional questions.

Sincerely,

Amanda VanLaeken

Amanda VanLaeken, MS, BA

6150 Ketchum Road
Canandaigua, NY 14424

Amanda.vanlaeken@gmail.com

315-573-5544

EDUCATION

MS, Experimental Psychology, 2011
Radford University, Radford, Virginia, USA

BA, Psychology, 2008
Nazareth College of Rochester, Rochester, New York, USA

PROFESSIONAL EXPERIENCE**PPD, Bluebell, PA, USA**

Project Manager, Apr 2017 – present

- Responsible for the overall coordination and management of clinical trials from start up through to final deliverables.
- Directs the technical and operational aspects of the projects, securing the successful completion of clinical trials.
- Works with major functional area leads to identify and evaluate fundamental issues on the project, interpret data on complex issues, makes sound business decisions and ensure solutions are implemented.
- Works to ensure all project deliverables meet the customer's time/quality/cost expectations.
- Accountable for ensuring all project deliverables meet the customer/contract expectations, providing accurate hour forecasts, reviewing pass-through costs and ensuring timely invoicing with the
- Support of Project Management Directors and/or Associate Directors while working in collaboration with other functional area leads.

VirtualScopics, Rochester, New York, USA

Medical Writer, May 2016 - Apr 2017

- Collaborate with internal and external study teams to develop submission-ready imaging review charters for industry clients in Phase I-IV oncology and musculoskeletal clinical trials.
- Lead cross-functional teams to provide accurate submissions of Requests for Information (RFIs).
- Review client requirements to assist Business Development in the drafting of Request for Proposals (RFPs) for new and existing clients.

University of Rochester, Rochester, New York, USA

Senior Clinical Project Manager, Nov 2014 - May 2016

Clinical Project Manager, Jul 2013 - Oct 2014

- Demonstrate excellent working knowledge and ability to implement Good Clinical Practice, FDA Regulations, and ICH Guidelines at a project management level for Phase II and Phase III international clinical trials in neurology.
- Lead multidisciplinary project teams including government and industry clients and stakeholders to oversee a clinical trial to completion in a timely manner.
- Lead and participate in internal working groups to improve processes including study start up, study closeout, and internal staff training and development.
- Responsible for all areas of site management, including providing protocol training to new site staff, maintaining current regulatory documents for all site staff members and team members, answering operational questions, and developing site recruitment plans based on the site's needs and timeline.

- Collaborate with outside vendors and suppliers throughout the trial for successful execution of the trial at all sites.
- Provide on-site and remote monitoring for clinical sites, including conducting pre-initiation, periodic, and closeout visits.
- Provide training and mentorship to new internal Project Managers and Site Monitors.

Carilion Medical Center, Roanoke, Virginia, USA

Clinical Research Coordinator, Nov 2011 - Jun 2013

- Facilitated research proposals for investigator-initiated research proposals in the departments of Surgery, Neurosurgery, Orthopedic Surgery, Plastic Surgery, Podiatry, and Cardiology.
- Primary Project Manager for approximately 50-65 investigator-initiated research studies in the department of Surgery.
- Prepared successful grant proposals for institution grants, industry- sponsored grants, and NIH-funded grants while working with key stakeholders within the department and institution.
- Mentored surgical residents and medical students in the research development process, including protocol preparation, statistical analyses, IRB and regulatory submissions, data collection, and publication.
- Mentor new research coordinators across departments within the institution.

Radford University, Radford, Virginia, USA

Adjunct Professor, Aug 2011 - Dec 2011

Graduate Teaching Fellow, Aug 2010 - May 2011

Graduate Researcher, Aug 2009 - May 2011

Graduate Teaching Assistant, Aug 2009 - May 2010

- Developed lectures, classroom activities, exercises, and exams.
- Led weekly lectures and group discussions on varying general topics in psychology
- Graded and posted exams using Blackboard.
- Served as Principal Investigator and Sub-Investigator on multiple research studies investigating treatments for learning and memory impairments in experimental traumatic brain injury.
- Developed manuscripts, abstracts, and posters following the dissemination of research activities.
- Provided training to graduate and undergraduate students for all levels of the research projects.

VOLUNTEER EXPERIENCE

Catahoula Rescue of New England, Warren, Maine, USA

Grant Writer, Sep 2018 - Present

- Coordinate with owner/operator of rescue group to identify needs for grant funding
- Investigate available grant opportunities and their alignment with funding needs
- Develop proposal and budget specifications for grant based on the given needs
- Submit complete grant applications

ATTACHMENT 16

Sarah Reynolds

From: macneilm@frontiernet.net
Sent: Thursday, January 16, 2020 12:12 PM
To: Sarah Reynolds; Doug Finch
Subject: Parks Committee Position

Stephanie, Randy, Dave and I met last night with the candidates that had expressed interest in filling the empty slot of the Parks and Recreation Committee. While both candidates shared some great experiences and ideas, the 4 of us were unanimous in our thinking that Dan Knapton would be a better match for the Committee at this time. Is it now something we need to vote on at an "Official" parks meeting or can we forward the recommendation on to the Town Board? The 4 of us would be a majority as we currently only have 6 voting members. Let me know how to proceed.

Thanks
Mark

ATTACHMENT 17

FINANCIAL WORKSHEET - Perpetual Conservation Easement Project

RFP0179 - FPIG Financial Worksheet - Farmland Protection Implementation Project Involving a Perpetual Conservation Easement												
Farm Name:		Pendleton Farms, LLC			Name of Applicant:			Town of Canandaigua				
Estimated Acres to be Permanently Protected =		186.8000			Value of Preemptive Purchase Right =			\$		\$ per acre =		\$0
Value of Development Rights =		\$ 840,600			\$ per acre =			\$		4,500		
Extent of Value of Preemptive Purchase Right to Value of Development Rights =		FUNDING SOURCES										
0%		Estimated Costs ¹	State Contribution ²	Municipal Government			Other ³		Sum of Funding Sources (cash) ⁶	Sum of In-Kind Contributions ⁷	Landowner Contribution ⁸	Proposed Purchase Price of Conservation Easement ⁹
				County (cash) ³	County (in-kind)	Town (cash) ⁴	Town (in-kind)	(cash)				
LAND COSTS												
Value of All Rights to be Acquired		\$ 840,600	\$ 625,500	\$ -	\$ 9,340	\$ -	\$ -	\$ 634,840	\$ 634,840	\$ 205,760	\$ 634,840	
TRANSACTION COSTS												
Title Insurance		\$ 2,799	\$ 2,799	\$ -	\$ -	\$ -	\$ -	\$ 2,799	\$ -	\$ -		
Survey(s)		\$ 18,000	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -		
Appraisal		\$ 9,500	\$ 9,500	\$ -	\$ -	\$ -	\$ -	\$ 9,500	\$ -	\$ -		
Project Partners' Staff Time ¹⁰ (e.g., contract administration, project management, outside easement expertise, etc.)		\$ 15,000	\$ 5,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 5,000	\$ 10,000	\$ -		
Outside Legal Fees (if any)		\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -		
Recording Fees		\$ 350	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -		
Stewardship Fee ¹¹		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Baseline Documentation Report		\$ 2,340	\$ 2,340	\$ -	\$ -	\$ -	\$ -	\$ 2,340	\$ -	\$ -		
Easement Defense Liability Insurance ¹² :		\$ 60	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ -		
Other transaction cost ¹³ :		\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -		
Other transaction cost ¹³ :				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal =		\$ 55,549	\$ 45,549	\$ -	\$ -	\$ 10,000	\$ -	\$ 45,549	\$ 10,000	\$ -		
Local Match Total ¹⁵												
TOTAL PROJECT COSTS		\$ 896,149	\$ 671,049	\$ -	\$ 9,340	\$ 10,000	\$ -	\$ 680,389	\$ 10,000	\$ 205,760	\$ 225,100	
Percentage of Total Project Cost from Each Contributor ¹⁴			74.9%	0.0%	1.0%	1.1%	0.0%	0.0%		23.0%	25.1%	
Auto Math ¹⁷ Total Project Costs =		\$ 896,149	100.0%	Percentage of Local Match that is In-Kind ¹⁶ = 4.4%								

NOTE: NYS real estate transfer tax, if any, shall NOT be paid from proceeds provided to the Applicant from the State via the FPIG contract associated with this project.

Identify each "Other" source of cash and specify the amount to be provided from each source in the box immediately below:

Other Transaction cost¹³: Total: \$ 1,500 including: title search \$ 450; GIS mapping \$ 350; printing costs \$ 100; phase 1 audit \$ 600.

ATTACHMENT 18

MEMORANDUM OF UNDERSTANDING
BETWEEN
KEITH S. PURDY
AND
TOWN OF CANANDAIGUA

THIS AGREEMENT, made this ____ day of _____, Two Thousand and Twenty (2020); ***BETWEEN***,

KEITH S. PURDY residing at 1850 Sand Hill Road, Canandaigua, New York 14424, being hereinafter described as “Landowner”;

and

TOWN OF CANANDAIGUA, a New York State Municipal Corporation having an address of 5440 Routes 5 & 20 W, Canandaigua, New York 14424 as “Town”

WHEREAS, Landowner is the owner of approximately 186 acres of real property in the Town of Canandaigua in the County of Ontario and State of New York commonly known as part of the Purdy Farm and more specifically described in Exhibit A hereto, hereinafter described as the “Property”;

WHEREAS, TOWN has identified the Property as viable farm property that should be conserved for agricultural purposes and has worked to secure funding to protect the Property by utilizing the New York State Department of Agriculture and Markets’ (“NYSDAM”) Farmland Protection Implementation Grant (“FPIG”) program;

WHEREAS, TOWN is in the process of entering into an FPIG agreement with NYSDAM (the “State Grant”) to provide funds to pay a portion of the expenses associated with protection of the Property by Conservation Easement (the “Conservation Easement”); and

Whereas, it is in the best interest of Landowner and TOWN to enter into an agreement that will govern their roles and responsibilities in completing this Conservation Easement transaction project;

NOW THEREFORE, the Landowner and TOWN agree as follows:

1. Landowner agrees to sell and convey, and TOWN agrees to purchase the Development Rights for the Property pursuant to the terms set forth below.
2. To complete the sale and purchase of the Development Rights for the Property, Landowner will give to TOWN a Conservation Easement covering the Property described in Exhibit A. The Conservation Easement will be prepared using New York State Department of Agriculture and Markets Model Agricultural Conservation Easement (2016 version) with appropriate revisions to provide for the specifics of the Property. The final form of the Conservation Easement shall be approved by TOWN, the Landowner and NYSDAM and

shall be duly executed and acknowledged so as to convey to TOWN the Development Rights for the Property, free of all liens and encumbrances, except as herein stated.

It is understood and agreed by and between the parties to this Agreement that the Conservation Easement shall restrict the use of the Property so as to conserve viable agricultural land and soil resources and prevent uses of the Property that will significantly impair or interfere with the Property's agricultural and forestry viability and productive capacity. The Conservation Easement will further protect the Property by providing for monitoring and review of the use of the Property.

3. The State Grant requires certain documents to be obtained or prepared and submitted to NYSDAM under the FPIG Agreement. These documents and each party's responsibility in relation to their being obtained or prepared are set forth below:

A. A tax and title search or searches which cover the Property only, fully guaranteed by a title insurance corporation licensed under Article 64 of the Insurance Law. The first setout of the search(es) shall be a Warranty Deed recorded at least sixty (60) years prior to the date of the title search(es) and the search(es) must otherwise be in such form as to allow a title insurance company to issue polices without exceptions to the length or other aspects of the title search(es). The search(es) shall be continued through the date of closing.

Landowner will provide TOWN with the originals of any existing tax and title search or searches which are in their possession. Landowner agrees to allow TOWN to arrange for the continuation or preparation of required tax and title search(es).

B. A map made from a survey of the Property by a professional who is licensed or otherwise authorized under the New York Education Law to practice land surveying. The survey shall be performed and the map prepared according to the Code of Practice For Land Surveys as adopted by the New York State Association of Professional Land Surveyors and the map shall show the Property, location of all buildings, other structures and improvements on or affecting it and the location of any Farmstead Areas and other areas defined in the Conservation Easement.

Landowner will provide TOWN with the originals of any existing maps in their possession. Landowner agrees to allow TOWN to arrange for the survey and map, provided that Landowner is given an opportunity to approve TOWN's choice of a surveyor or surveying firm and the estimated cost quoted by such surveyor or firm for the map.

C. An owner's title insurance policy covering the Conservation Easement with total coverage of the policies equal to the value of the Development Rights for each Conservation Easement's portion of the Property as determined by the appraisal (see Section 3D below). The policies must reasonably and adequately insure the title to the Property and must name TOWN as the insured.

Landowner agrees to allow TOWN to arrange for the title insurance policies. Landowner shall in good faith comply with all reasonable requests of the title insurer to enable the insurer to issue the title insurance policies.

D. An appraisal prepared by a New York State certified real estate appraiser setting forth the value of the Development Rights of the Property (being the difference between the value of the Property before and after the Conservation Easement is granted) in such format as is required by and acceptable to TOWN and NYSDAM. The appraisal must provide separate values for each of the Conservation Easement. The appraiser must certify the appraisal to TOWN and will list NYSDAM, the Landowner and any other involved parties as “intended users.”

Landowner agrees to allow TOWN to arrange for the appraisal, provided that Landowner is given an opportunity to approve TOWN's choice of an appraiser and the estimated cost quoted by such appraiser. If the Landowner anticipates needing an appraisal to document a federally deductible contribution, the Landowner may direct the appraiser or some other appraiser of their choice to prepare at Landowner's cost an appraisal which is certified to the Landowner and conforms to applicable requirements of the Internal Revenue Code.

E. A Baseline Documentation Report for the Property in such format as is required and acceptable to TOWN and NYSDAM. The Baseline Documentation Report and geographic information system mapping services required to prepare the Baseline Documentation Report will be prepared or obtained by TOWN or its agents at a cost not to exceed \$3,000.00.

Items A to E in this Section will be ordered and/or obtained as soon as reasonable possible after the execution of this Agreement and all reasonable efforts will be made to comply and conform to the time frames and requirements established in the State Grant (See Exhibit B: “FPIG Payment and Reporting Schedule”) as the same may be modified or extended from time to time.

4. TOWN will apply for such Advance and Interim Payments as are available under the State Grant to either partially pay for the documents and services listed in Section 3 and the other Transaction Costs or to partially reimburse TOWN for payments made by TOWN for such documents or services. Possible payments and expected time frames are shown on Exhibit B of this Agreement. For any services to be paid for or reimbursed by funds from the State Grant, if the State Grant requires compliance with New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (which requires that minority group members and women are provided with opportunities for meaningful participation in providing the required services) then TOWN will take all necessary steps to see that such New York State Minority and Women Business Enterprise rules are complied with.

5. An Initial Project Budget was made part of the application for the State Grant and is attached as Exhibit C.

The Initial Project Budget establishes the “Total Project Costs”, which will be composed of the total of: (a) The value of the Development Rights for the Property as determined by the appraisal for the Property (the “Land Costs”) and (b) the total of all of project expenses for the Property (the “Transactional Costs”).

The Transactional Costs include the costs for documents and services described in Section 3 and the following other costs:

- A. A Stewardship Fund Deposit for the Property to be paid to TOWN at (or immediately after) closing in the amount of \$20,000.00.
- B. Reimbursement for project management costs (also identified as “Project Partner Staff Time” in the Project Budget) incurred by TOWN not to exceed \$15,000.00 and for legal costs (also identified as “Outside Legal Fees” in the Project Budget) incurred by TOWN in relation to the Property not to exceed \$ 6,000.00.
- C. Any recording fees and/or taxes required to record the Conservation Easement and to record or file any other documents required to clear title to the Property.

The values shown in the Initial Project Budget are estimates. Upon receipt of the appraisal showing the actual value of the Development Rights and of actual or reasonable estimates of the amounts for the various Transactions Costs, a Final Project Budget will be created and submitted to NYSDAM for approval. In this Final Project Budget, the Purchase Price for the Development Rights for the Property will be determined. In completing this calculation, the State Grant may be applied to either Land Costs or to Transactional Costs or to portions of both, but the amount of the State Grant used in the Final Project Budget must be not more than Seventy Five percent (75.00%) of the Total Project Cost.

TOWN may then prepare and submit to Landowner for approval an Addendum to this Agreement which includes the Final Project Budget for the Property, sets the Purchase Price and anticipated closing date and includes any other appropriate further agreements between Landowner and TOWN.

Any difference between the appraised value of the Development Rights of the Property and the Purchase Price set in the Final Project Budget (said difference being the result of a bargain sale) plus the cost to Landowner for the Transactional Costs which have not been reimbursed from State Grant funds will together represent the total donation by the Landowner for the Conservation Easement transaction.

For the purposes of the Initial or Final Project Budgets, the Transaction Costs may not include the Landowner's legal fees, the New York State Transfer Tax due upon the recording of the Conservation Easement or any other expense not permitted as a Transaction Cost under the State Grant.

6. The Development Rights to the Property are to be conveyed only subject to:

- A. Any state of facts an accurate survey may show, providing same does not render title to the Development Rights unmarketable and that any encroachments upon the Property disclosed by the survey are removed; and
- B. Covenants, easements, restrictions of record, if any, provided the same do not prevent or impair the use of the Property for Farm Operations as allowed under the Conservation Easement or have the potential to extinguish or substantially adversely affect the Purposes set forth in the Conservation Easement, and further provided that such covenants, easements, or restrictions do not diminish the appraised value of the Property as determined pursuant to Section 3D above and, in the case of covenants or restrictions, have not been violated.

7. TOWN may make its determination of whether the Property is free from all encumbrances on the basis of its own examination of the title, or that of its agents, or by a title report prepared by a member company of the New York State Title Insurance Rate Service Association, Inc., and may require the Landowner to clear title exceptions disclosed by an examination or report to the satisfaction of TOWN and, if any is involved, the title insurer. Such encumbrances may include but are not limited to mortgages or other like liens affecting the Property, which encumbrances must be discharged, satisfied or subordinated to the Conservation Easement.
8. In the event that the Landowner is unable or unwilling to convey the Development Rights for the Property in accordance with the terms of this Agreement, the sole liability of the Landowner will be to pay TOWN for any payments, obligations to pay others or expenses which TOWN or its agents have actually incurred for any of the following:
 - A. Tax and title search or searches as set forth in Section 3A above;
 - B. The survey of the Property as set forth in Section 3B above;
 - C. Title Insurance as set forth in Section 3C above, including the cost of canceling any ordered title insurance policies or any costs incurred by TOWN or its agents in preparing a requested title insurance policy, but such costs will not be more than the anticipated cost of the title insurance policies as fixed by the New York State Title Insurance Rate Service Association, Inc. In calculating the amount of such cost, the combined amount of the policies shall be the lesser of \$671,049.00 or the value of the Development Rights of the Property as determined by the appraisal as set forth in Section 3D.
 - D. The appraisal as set forth in Section 3D above;
 - E. The Baseline Documentation Report and geographic information system mapping services as set forth in Section 3E above;
 - F. Project partner staff time and outside legal fees as set forth in Section 5 above; and
 - G. Recording fees and/or taxes as set forth in Section 5 above.Upon receipt by TOWN of notice from Landowner that Landowner wishes to cancel this Agreement, TOWN will stop all work in relation to this Agreement and will provide Landowner with a written statement detailing the amount of each of the expenses described above. Any portion of the State Grant funds received by TOWN for Advance or Interim Payments and used to pay any of the above expenses will be credited against the amount owed. Upon Landowner making the required payment to TOWN, this Agreement shall be considered canceled.
9. Any expenses TOWN incurs in relation to the Transaction Costs, if any, are hereby made liens on the Property but such liens shall not continue after the delivery of the Conservation Easement to TOWN and its recording or after the cancellation of this Agreement as provided in Section 8 above.
10. TOWN's liability under this Agreement to complete the purchase of the Development Rights of the Property is contingent upon: (a) TOWN and Landowner entering into an Addendum to

this Agreement which sets forth the Purchase Price, anticipated closing date and any other appropriate further agreements between Landowner and TOWN required to complete this transaction and (b) the receipt of all proceeds of the State Grant which are required to complete this transaction.

11. The Landowner represents that the Property is agricultural land used for Farm Operations. At no time, to the Landowner's knowledge, has the Property been used for the generation, storage, or disposal of hazardous substances, or, as a landfill or other waste disposal site. Unless previous disclosed to TOWN in writing by Landowner, there are not to Landowner's knowledge now, nor have there ever been, underground storage tanks on the Property.

12. The Landowner represents that there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or threatened relating to (a) the violation or noncompliance with any environmental law; (b) the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or (c) exposure to any chemical substances, noises or vibrations to the extent the same arise from the condition of the Property or Landowner's ownership or use of the Property.

13. Landowner covenants and agrees that it will defend, indemnify, and hold harmless TOWN against any and all damages, claims, losses, liabilities, and expenses, including, without limitation, responsibility for legal consulting, engineering and other costs and expenses which may arise out of (a) any inaccuracy or misrepresentation in any representation or warranty made by Landowner in this Agreement; or (b) the breach or nonperformance of any covenants required by this Agreement to be performed by Landowner, either prior to or subsequent to the closing of title herein. This covenant shall run with the land in perpetuity and the provisions of this Section shall survive the delivery of the Conservation Easement.

14. Each party hereto acknowledges and agrees that it has not received and is not relying upon tax, legal or other advice from the other party, and that each has and will continue to consult its own advisors. TOWN makes no representation or warranty whatsoever regarding the tax treatment to Landowner of this Agreement.

15. Any notice required or desired to be given under this Agreement shall be in writing and shall be sent to the address set forth above for the party (a) by personal delivery; (b) via registered or certified mail, return receipt requested; or (c) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery and upon delivery by the U.S. Postal Service or private courier.

16. This Agreement may not be changed or terminated orally. The promises, representation and agreements in this Contract are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

IN PRESENCE OF:

LANDOWNER: KEITH S. PURDY

Keith S. Purdy

Date: _____

TOWN OF CANANDAIGUA

By: Doug Finch, Town Manager

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

PURDY - FARMLAND PROTECTION EASEMENT

Tax Parcel	Address	Town	Acres *	Owner
Conservation Easement 1				
57.00-1-4.000	1850 Sand Hill Road	Canandaigua	186	Keith S. Purdy

Project Total: 186 Acres

* Acreage figures are from tax rolls and will be verified / corrected when survey maps are available.

Exhibit B
FPIG Payment and Reporting Schedule

Conservation Easement Projects - PAYMENT AND REPORTING SCHEDULE

TIMING	MILESTONES / DELIVERABLES⁶	SCHEDULED PAYMENT⁷ (State Contribution)
Contract Approval Date	Approval of funding agreement by New York State.	Advance Payment includes: - Title report stipend (\$1,500) - Project partners' staff time (1/2 of state contribution) - Project partners' legal fees (1/2 of state contribution)
Month 1 to 6 (After State approval of funding agreement)	Submission for Preliminary Review: - Title report and title curatives letter - Draft conservation easement(s) - Site plan(s) (only if modified since grant application)	
Month 7 to 8 (After State approval of funding agreement)	Department Preliminary Approval of project.	Interim Payment #1 includes: - State share of appraisal - State share of survey - State share of baseline documentation report - Project partners' staff time (1/2 state contribution) - Project partners' legal fees (1/2 state contribution)
Month 9 to 18 (After State approval of funding agreement)	Submission of Project File: Landowner Letter of Intent Financial Worksheet - Appraisal report - Final draft conservation easement(s) Certification of Title Curatives Waiver (of preliminary/final notice of intent)	
- -	Department approval of Project File.	Interim Payment #2 includes: Balance of contract award less Final Payment amount.
120 Calendar Days (After receipt of Interim Payment #2)	Submission of Final Report for Review: Conservation Easement Closing Certification - Title insurance policy - Easement defense liability insurance policy (if applicable) - Copy of each recorded Conservation Easement Closing Statement spreadsheet	
- -	Department approval of Final Report.	Final Payment includes: - Easement stewardship (@ \$10,000 per easement) - Conservation easement defense liability insurance

⁶ Successful applicant must adhere to the anticipated dates for the specified milestones and project deliverables to ensure prompt completion of the projects associated with funding agreements awarded through this RFA; doing so will enable efficient and predictable State disbursements. Failure to achieve the noted milestone may result in termination of that funding agreement upon the **Department's** examination of the circumstances surrounding the delay.

⁷ All payments are disbursed on a first approved, first paid basis. All disbursements to successful applicants are as authorized by the NYS Division of the Budget and the NYS Office of State Comptroller.

EXHIBIT C
INITIAL PROJECT BUDGET

REP0179 - FPIG Financial Worksheet - Farmland Protection Implementation Project Involving a Perpetual Conservation Easement Farm Name: Birdsall Farm II Name of Applicant: Finger Lakes Land Trust, Inc. Version 03/22/2019													
Estimated Acres to be Permanently Protected = 310.0000 Value of Development Rights = \$ 713,000 \$ per acre = \$ 2,300 Value of Preemptive Purchase Right = \$ - \$ per acre = \$ \$0													
Extent of Value of Preemptive Purchase Right to Value of Development Rights = 0%		FUNDING SOURCES											
0%	Estimated Costs ¹	State Contribution ²	Municipal Government				Other ⁷ (Identify cash source(s) below.)		Sum of Funding Sources (cash) ⁶	Sum of In-Kind Contributions ⁵	Landowner Contribution ⁸	Proposed Purchase Price of Conservation Easement ⁹	
			County (cash) ³	County (in-kind)	Town (cash) ⁴	Town (in-kind)	(cash)	(in-kind)					
LAND COSTS													
	Value of All Rights to be Acquired	\$ 713,000	\$ 616,167	\$ -		\$ -		\$ -		\$ 616,167		\$ 96,833	\$ 616,167
TRANSACTION COSTS													
	Title Insurance	\$ 2,966	\$ 2,966	\$ -		\$ -		\$ -		\$ 2,966		\$ -	
	Survey(s)	\$ 7,000	\$ 7,000	\$ -		\$ -		\$ -		\$ 7,000		\$ -	
	Appraisal	\$ 7,000	\$ 7,000	\$ -		\$ -		\$ -		\$ 7,000		\$ -	
	Project Partners' Staff Time ¹⁰ (e.g., contract administration, project management, outside easement expertise, etc.)	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	
	Outside Legal Fees (if any)	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	
	Recording Fees	\$ 600	\$ 600	\$ -		\$ -		\$ -		\$ 600	\$ -	\$ -	
	Stewardship Fee ¹¹	\$ 20,000	\$ 20,000	\$ -		\$ -		\$ -		\$ 20,000	\$ -	\$ -	
	Baseline Documentation Report	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	
	Easement Defense Liability Insurance ¹²	\$ 96	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96	\$ -	\$ -	
	Other transaction cost ¹³ , Title Abstracts			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other transaction cost ¹³			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Subtotal =	\$ 61,662	\$ 61,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,662	\$ -	\$ -	
										\$ 61,662	\$ -		
												Local Match Total¹⁵	
TOTAL PROJECT COSTS		\$ 774,662	\$ 677,829	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 677,829	\$ -	\$ 96,833	\$ 96,833
Percentage of Total Project Cost from Each Contributor¹⁴			87.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			12.5%	12.5%
Auto Math Check¹⁷ Total Project Costs =		\$ 774,662	100.0%								Percentage of Local Match that is In-Kind ¹⁶ = 0.0%		

NOTE: NYS real estate transfer tax, if any, shall NOT be paid from proceeds provided to the Applicant from the State via the FPIG contract associated with this project.

ATTACHMENT 19



**State Liquor
Authority**

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a
Local Municipality or Community Board**

(Page 1 of 2 of Form)

1. Date Notice Was Sent:

1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License: ☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal

☐ Class Change ☐ Town Clerk

For **New** applicants, answer each question below using all information known to date.

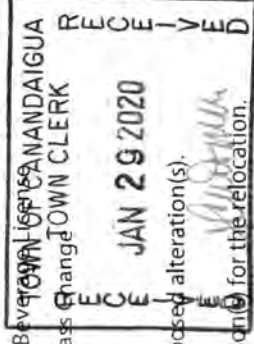
For **Renewal** applicants, set forth your approved Method of Operation only.

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.

For **Removal** applicants, attach a statement of your current and proposed addresses with the reasons for the relocation.

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.



This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: Town of Canandaigua

Applicant/Licensee Information

4. License Serial Number, if Applicable: N/A

Expiration Date, if Applicable: N/A

5. Applicant or Licensee Name: 407 Lakeshore, LLC

6. Trade Name (if any): Laguna Grande

7. Street Address of Establishment: 3255 State Route 364

8. City, Town or Village: Canandaigua

, NY Zip Code: 14424

9. Business Telephone Number of Applicant/Licensee: 419-631-5130

10. Business Fax Number of Applicant/Licensee: N/A

11. Business E-mail of Applicant/Licensee: oldmexicoithaca@gmail.com

12. Type(s) of Alcohol sold or to be sold: ☐ Beer & Cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

13. Extent of Food Service: ☒ Full food menu; ☐ Menu meets legal minimum food availability requirements;
Full Kitchen run by a chef or cook ☐ Food prep area at minimum

14. Type of Establishment: Restaurant (Full Kitchen & Full Menu required)

15. Method of Operation:
(Check all that apply)

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☒ Recorded Music ☐ Karaoke

☐ Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify):

16. Licensed Outdoor Area:
(Check all that apply)

☐ None ☒ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure

☐ Sidewalk Cafe ☐ Other (specify):


**State Liquor
Authority**
**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a
Local Municipality or Community Board**
(Page 2 of 2 of Form)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☐ Yes ☒ No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (If Yes SKIP 23-26) ☐ No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village: State: Zip Code:
26. Business Telephone Number of Building Owner:

**Representative or Attorney representing the Applicant in Connection with the
application for a license to traffic in alcohol at the establishment identified in this notice**

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village: State: Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: **X**

ATTACHMENT 20



5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT

WHEREAS, the Town of Canandaigua, having an address of 5440 Routes 5 & 20 West, Canandaigua, New York 14424 (Municipality) and Royal Wash Canandaigua, LLC (Facility Owner), having an address of 2851 Monroe Ave, Rochester, NY 14618 want to enter into an agreement (this “Agreement”) to provide for the long term maintenance and continuation of permanent stormwater control measures approved by the Municipality for the below named project, and

WHEREAS, the Municipality and the Facility Owner desire that the permanent stormwater control measures, as detailed on the approved project plans entitled “Royal Car Wash”, having drawing number(s) C101-C203, prepared by Passero Associates and last revised 10/18/19, (the “Plans”), be built in accordance with the Plans and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity in order to ensure optimum performance of the components. Reduced size versions of the Plans are attached hereto as Exhibit A.

Therefore, the Municipality and the Facility Owner agree as follows:

1. This Agreement binds the Municipality and the Facility Owner, its successors and assigns, to maintain the permanent stormwater control measures depicted in the Plans (as same may be amended), which are attached as Schedule A of this Agreement.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the Plans as necessary to ensure optimum performance of the measures to design specifications. If identified on the plans, the stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, and retention ponds (collectively, the “Control Measures”).
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the Control Measures.
4. The Facility Owner shall provide for the periodic inspection of the Control Measures, not less than once in every five year period, to determine the condition and integrity of the Control Measures. The Facility Owner’s obligations to inspect the Control Measures under this Section 4 shall commence upon the issuance of the first certificate of occupancy for the project depicted on the Plans. Each inspection shall be performed by a Professional Engineer, at the Facility Owner’s choosing, so long as such Professional Engineer is licensed by the State of New York (the “Inspecting Engineer”). The Inspecting Engineer shall prepare and submit to the Municipality within 30 days of each inspection, a written report of the findings of his/her inspection including any recommendations necessary for the continued maintenance or repair of the Control Measures.

5. The Facility Owner shall grant Right of Entry to duly authorized representatives of the Town. Upon presentation of proper credentials, duly authorized representatives of the Town may enter at reasonable times upon the premises to inspect the implementation, condition or operation and maintenance of the Control Measures. Facility Owner shall allow persons working on behalf of the Town ready access to all parts of the premises for the purposes of inspecting the Control Measures. Persons working on behalf of the Town shall have the right to temporarily locate, on any stormwater facility or Control Measure in the Town, such devices as are necessary to conduct monitoring and/or sampling of the discharges from such Control Measures.
6. Except in an emergency situation, or as permitted by Section 7 below, The Facility Owner shall not authorize, undertake, or permit any material alteration, abandonment, modification, or discontinuation of the Control Measures except in accordance with written approval of the Municipality.
7. The Facility Owner shall undertake all necessary repairs, maintenance, or replacement of the Control Measures in accordance with the recommendations of the Inspecting Engineer, except to the extent such repairs, maintenance, or replacement are made necessary by the acts or omissions of the Municipality, including without limitation offsite grading. Such repair, maintenance, or replacement shall not require the approval of the Municipality. Repairs, maintenance, or replacements made necessary by the acts or omissions of the Municipality shall be undertaken by the Municipality as its cost and expense.
8. This Agreement shall be recorded in the Office of the County Clerk, County of Ontario.
9. If ever the Municipality determines that the Facility Owner has failed to maintain, clean, repair, replace, and continue the Control Measures in accordance with the Plans or has failed to undertake necessary corrective action in accordance with Section 7 above, the Municipality shall give the Facility Owner written notice of such a default. In the event the Facility Owner fails to cure such default within thirty (30) days from its receipt of such notice, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation, or maintenance of the Control Measures, to charge the Facility Owner for the reasonable expenses of such steps, and to affix such expenses as a lien against the property (including reasonable attorney fees and other administrative costs incurred in executing such a lien); provided however that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, then so long as the Facility Owner commences to cure such default within such thirty (30) day period, and, thereafter, diligently, in good faith and expeditiously proceeds to cure such default before the Municipality may take action under this Section 9.
10. The parties agree and acknowledge that this Agreement shall cover not only the Control Measures set forth on the Plans, but it also shall cover any alterations or modifications to the Plans that may be approved by the Municipality after the execution of this Agreement.
11. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. This Agreement shall not be assignable by the Municipality but may be assigned or transferred by the Facility Owner.

12. All notices required or permitted hereunder shall be in writing and shall be sent to the parties at the following addresses:

If to the Municipality: Stormwater Program Manager
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424

If to the Facility Owner: xxxxx Royal Wash Canandaigua, LLC
xxxxx Attn: Anthony Daniele
xxxxx 2851 Monroe Ave
xxxxx Rochester, NY 14618

With copies to: xxxxx
xxxxx
xxxxx
xxxxx

Any such notices may be sent by: (a) certified mail, return receipt requested, or
(b) a nationally recognized overnight courier

The above addresses may be changed by written notice to the other party. Any such notices shall be deemed effective upon receipts.

12. This agreement sets forth all of the agreements, conditions, and understandings between the Municipality and the Facility Owner concerning the maintenance of the Control Measures and supersedes any and all prior agreements and understandings between the parties with respect thereto.

13. This Agreement shall be governed exclusively by the laws of the State of New York, without giving effect to choice of laws or choice of laws rules or principles.

14. Issuance of the first certificate of occupancy or certificate of compliance for the project depicted on the Plans shall be deemed an acknowledgement by the Municipality that the Control Measures have been constructed in accordance with the Plans.

15. This Agreement may be executed in several counterparts, including by facsimile, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. This Agreement may not be amended, changed, modified, altered, or terminated, except by an instrument in writing, signed by the parties hereto.

17. This Agreement is effective upon full execution by both parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The parties have entered into this Agreement on this _____ day of _____, 2016.

MUNICIPALITY
TOWN OF CANANDAIGUA, NY

By:
Title:
Date:

FACILITY OWNER

XXXXXX



By: Anthony Danicle
Title: Member
Date: 10-22-2019

[REMAINDER OF PAGE INTENTIONALLY BLANK]

State of New York)
County of Ontario) ss.:

On the ____ day of ____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge 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.

Signature and Office of individual taking acknowledgment

State of New York)
County of ~~Ontario~~ **Monroe**) ss.:

On the 22 day of October in the year 2017 before me, the undersigned, personally appeared Anthony Danese, 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 acknowledge 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.

Kim C. Hicks
Signature and Office of individual taking acknowledgment



ATTACHMENT 21

STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT

WHEREAS, the Town of Canandaigua, having an address of 5440 Route 5 & 20 West, Canandaigua, New York 14424 (Municipality) and Auto Wash 3, LLC (Facility Owner) having an address of P.O. Box 451, Canandaigua, NY 14424 want to enter into an agreement (this "Agreement") to provide for the long term maintenance and continuation of permanent stormwater control measures approved by the Municipality for the below named project, and

WHEREAS, the Municipality and the Facility Owner desire that the stormwater control measures, as detailed and approved project plans entitled "Auto Wash No.6 Site Development Plans", having drawing number (s) GA001 to CA505, prepared by Costich Engineering, DPC, and last revised 01/09/2020, (the "Plans"), be built in accordance with the Plans and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity in order to ensure optimum performance of the components. Reduced size versions of the Plans are attached hereto as Exhibit A.

Therefore, the Municipality and the Facility Owner agree as follows:

1. This Agreement binds the Municipality and the Facility Owner, its successors, and assigns, to maintain permanent stormwater control measures depicted in the Plans (as same may be amended), which are attached as Schedule A of this Agreement.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the Plans as necessary to ensure optimum performance of the measures to design specifications. If identified on the Plans, the stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds (collectively, the "Control Measures").
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the Control Measures.
4. The Facility Owner shall provide for the periodic inspection of the stormwater Control Measures, not less than once in every five year period, to determine the condition and integrity of the Control Measures. The Facility Owner's obligations to inspect the Control Measures under this section 4 shall commence upon the issuance of the first certificate of occupancy for the project depicted on the Plans. Each inspection shall be performed by a Professional Engineer, at the Facility Owner's choosing, so long as such Profession Engineer is licensed by the State of New York (the "Inspecting Engineer"). The Inspecting Engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings of his/her inspection including any recommendations necessary for the continued maintenance of the Control Measures.
5. The Facility Owner shall grant Right of Entry to duly authorized representatives of the Town. Upon presentation of proper credentials, duly authorized representatives of the Town may enter at reasonable times upon the premises to inspect the implementation, condition or operation and maintenance of the Control Measures. Facility Owner shall allow persons working on behalf of the Town ready access to all parts of the premises for the purposes of inspecting the Control Measures. Persons working on behalf of the Town shall have the right to temporarily locate, on the stormwater facility or Control Measure in the Town, such devices as are necessary to conduct monitoring and/or sampling of the discharges from such Control Measures.
6. Except in an emergency situation, or as permitted by Section 7 below, The Facility Owner shall not authorize, undertake, or permit any material alteration, abandonment, modification, or discontinuation of the Control Measures except in accordance with written approval of Municipality.

STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT

7. The Facility Owner shall undertake all necessary repairs, maintenance or replacement of the Control Measures in accordance with the recommendations of the Inspecting Engineer, except to the extent such repairs, maintenance, or replacement are made necessary by the acts or omissions of the Municipality, including without limitation offsite grading. Such repair, maintenance, or replacement shall not require the approval of the Municipality. Repairs maintenance, or replacements made necessary by the acts or omissions of the Municipality shall be undertaken by the Municipality as its cost and expense.
8. This Agreement shall be recorded in the Office of the County Clerk, County of Ontario.
9. If ever the Municipality determines that the Facility Owner has failed to maintain, clean, repair, replace, and continue the Control Measures in accordance with the Plans or has failed to undertake necessary corrective action in accordance with Section 7 above, the Municipality shall give the Facility Owner written notice of such a default. In the event the Facility Owner fails to cure such default within thirty (30) days from its receipt of such notice, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation, or maintenance of the Control Measures, to charge the Facility Owner for the reasonable expenses of such steps, and to affix such expenses as a lien against the property (including reasonable attorney fees and other administrative costs incurred in executing such a lien); provided however that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, then so long as the Facility Owner commences to cure such default within such thirty (30) day period, and, thereafter, diligently, in good faith and expeditiously proceeds to cure such default before the Municipality may take action under this Section 9.
10. The parties agree and acknowledge that this Agreement shall cover not only the Control Measures set forth on the Plans, but it also shall cover any alterations or modifications to the Plans that may be approved by the Municipality after the execution of this Agreement.
11. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. This Agreement shall not be assignable by the Municipality but may be assigned or transferred by the Facility Owner.

STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT

12. All notices required or permitted hereunder shall be in writing and shall be sent to the parties at the following addresses:

If to the Municipality:

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

If to the Facility Owner:

Robert Marchese
Auto Wash 3, LLC
P.O. Box 451
Canandaigua, New York 14424

With copies to:

Any such notices may be sent by:

- (a) certified mail, return receipt requested, or
(b) a nationally recognized overnight courier

The above addresses may be changed by written notice to the other party. Any such notices shall be deemed effective upon receipts.

13. This Agreement sets forth all of the agreements, conditions, and understandings between the Municipality and the Facility Owner concerning the maintenance of the Control Measures and supersedes any and all prior agreements and understandings between the parties with respect thereto.
14. This Agreement shall be governed exclusively by the laws of the State of New York, without giving effect to the choice of laws or choice of laws rules or principles.
15. Issuance of the first certificate of occupancy or certificate of compliance for the project depicted on the Plans shall be deemed an acknowledgment by the Municipality that the Control Measures have been constructed in accordance with the Plans.
16. This Agreement may not be executed in several counterparts, including by facsimile, each of which shall be an original and all of which shall constitute but one and the same instrument.
17. This Agreement may not be amended, changed, modified, altered, or terminated, except by an instrument in writing, signed by the parties hereto.
18. This Agreement is effective upon full execution by both parties.

STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT

The parties have entered into this Agreement on this _____ day of _____, 2020.

MUNICIPALITY
TOWN OF CANANDAIGUA, NY

By: _____
Title: _____
Date: _____

FACILITY OWNER
AUTO WASH 3, LLC

By: Robert Marchenese
Title: Owner
Date: 1-28-2020

State of New York)
County of Ontario) ss:

On the _____ day of _____, 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 acknowledge 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.

Signature and Office of individual taking acknowledgement

State of New York)
County of Ontario) ss:

On the 28th day of January in the year 2020 before me, the undersigned, personally appeared Robert Marchant, 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.

JOSHUA R. MAXWELL
Notary Public, State of New York
Ontario County Reg. #01MA6321654
Commission Expires 03/23/2023


Signature and Office of individual taxpayer

Signature and Office of individual taking acknowledgement

ATTACHMENT 22

HIKING/BIKING TRAIL EASEMENT

THIS EASEMENT is made this 27th day of January, 2020, by and between Mark & Amber Valvano, having an address of 6184 Rockstar Dr, hereinafter referred to as the "Grantor"; and the **Town of Canandaigua**, a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua, NY 14424, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises known as 5600 Thomas Rd located in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number 69.00-1-10.122, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a hiking/biking trail easement and right of way over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by R.L. Grove dated 11/7, 2019, attached hereto, hereinafter referred to as the "Easement Area".

The Easement Area is part of the Premises conveyed to Grantor by deed dated 11/19/18, and recorded 12/14/18 in the Ontario County Clerk's Office in Liber 1419 of Deeds at Page 598.

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

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent hiking/biking trail easement and right-of-way in, under and along the Easement Area for the purpose of establishing a hiking/biking trail right-of-way for the use of the general public, whether by pedestrian traffic, by devices intended to assist the disabled, by human powered vehicles or by animals and for the purpose of building, constructing, maintaining, using, operating, repairing, reconstructing and removing said hiking/biking trail and Easement Area, keeping the hiking/biking trail and Easement Area open and accessible, and inspecting the hiking/biking trail and Easement Area from time to time together with the right of the Grantee, its officers, employees, agents, servants or contractors, and of the general public, of ingress and egress to enter upon and along the Easement Area for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

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

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

Grantor for itself, its agents, distributees, heirs, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any

PERMANENT HIKING/BIKING TRAIL EASEMENT

MAP # 1, PARCEL # 1

OWNER N/F: VALVANO, MATTHEW J & AMBER M

TAX MAP ID # 69.00-1-10.122

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario and State of New York, as shown on a map M-1 and entitled "20' Wide Permanent Hiking/Biking Trail Easement to the Town of Canandaigua" and designated as parcel P-1, prepared by MRB Group Engineering, Architecture & Surveying, D.P.C. and dated 2/2020, and bordered and described as follows:

Beginning at the southeast corner of Tax Map Parcel 69.00-1-10.122, said point being the intersection of the existing westerly highway boundary of Brickyard Road and the existing northerly highway boundary of Thomas Road; thence

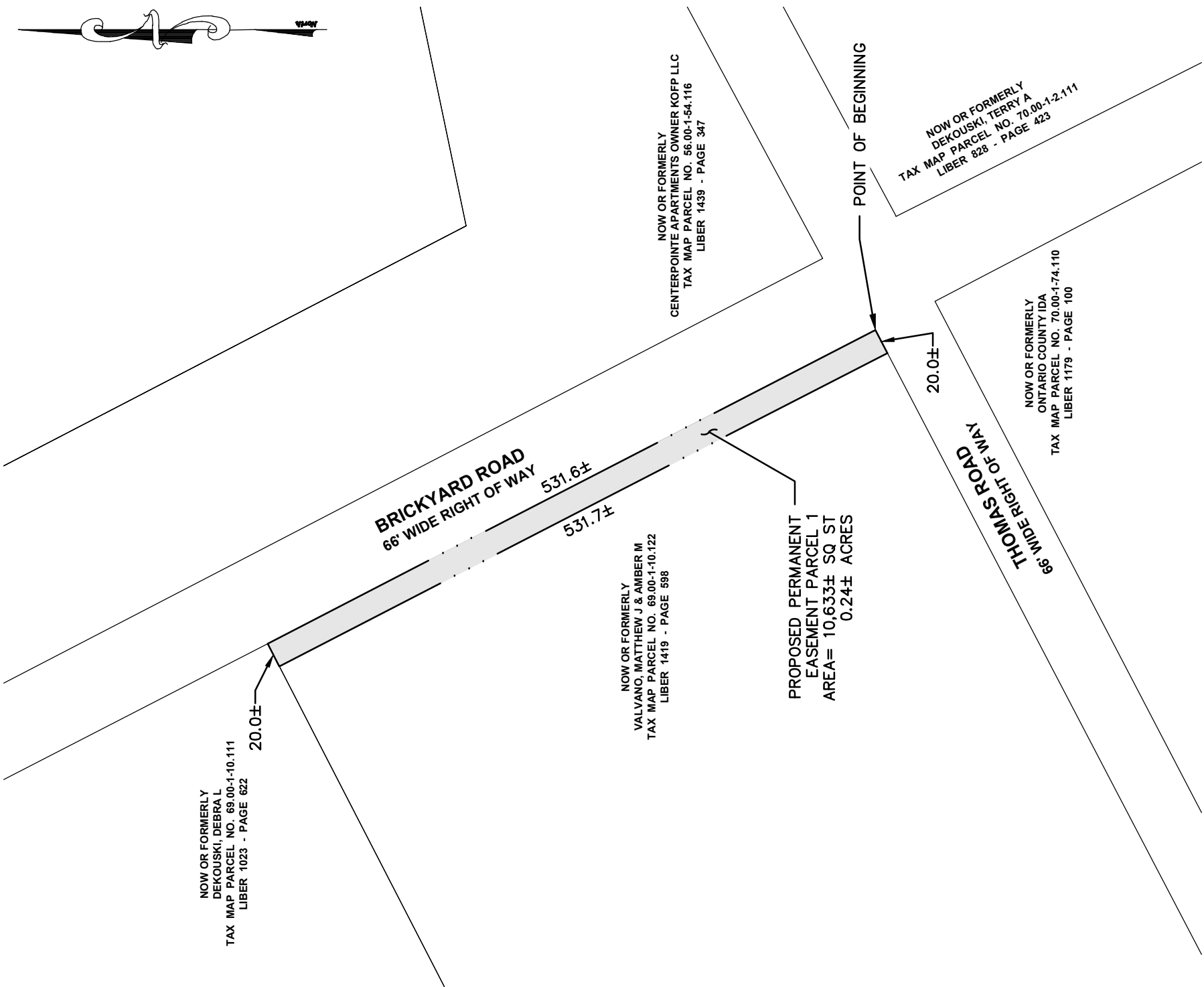
1. Northerly, along the last mentioned existing westerly highway boundary of Brickyard Road a distance of 531.6'± to a point at its intersection with the existing southerly property boundary of Tax Map Parcel 69.00-1-10.111; thence
2. Westerly, along the last mentioned existing southerly property boundary of Tax Map Parcel 69.00-1-10.1111 a distance of 20.0'± to a point; thence through lands of Tax Map Parcel 69.00-1-10.122 the following course and distance
3. Southerly, running parallel to and 20' southerly of as measured at right angles of the existing westerly highway boundary of Brickyard Road a distance of 531.7'± to a point at its intersection with the existing southerly property boundary of Tax Map Parcel 69.00-1-10.122; thence
4. Easterly, along the last mentioned existing easterly property boundary of Tax Map Parcel 69.00-1-10.122 a distance of 20.0'± to the point and place of beginning, containing 10,633± square feet of land, or 0.24± acres more or less.

TAX MAP NUMBER
OWNER N/F

69.00-1-10.122
VALVANO, MATTHEW J &
AMBER M

MAP No. M-1
PARCEL No. P-1

STREET ADDRESS
5600 THOMAS ROAD



20' WIDE PERMANENT HIKING/BIKING
TRAIL EASEMENT TO THE
TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is in violation of Article 145, Section 7209, Subdivision 2 of the New York State Education Law.

Copies from the original of this survey map not marked with an original of the licensed land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy.

Certifications shown hereon shall run only to the person for whom the survey is prepared and, on his behalf, to the Title Company, Government Agency, and Lending Institution listed hereon, and to the assignees of the Lending Institution. Certifications are not transferable to additional institutions or subsequent owners.

All Rights Reserved
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MRB group

Engineering, Architecture & Surveying, D.P.C.
The Gulver Road Amory, 145 Gulver Road, Suite 160, Rochester, New York 14620
Phone: 585-581-9250
www.mrbgroup.com

Scale: 1" = 100'
Date: 2/2020
Project: 0300.12001.000

ATTACHMENT 23

ACCESS EASEMENT AGREEMENT

THIS INDENTURE, made the 22nd day of November, 2019, by and between **VENEZIA GROUP, LLC**, a limited liability company of the State of New York having its principal office and place of business at 5120 Laura Lane, Canandaigua, New York 14424, hereinafter called the "Grantor" and the **TOWN OF CANANDAIGUA**, a New York municipal corporation with offices at 5440 Route 5 & 20, Canandaigua, New York 14424, hereinafter called the "Grantee".

WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, has granted and released and does hereby grant and release to the Grantee, its successors and assigns, a fifteen (15) foot permanent right-of-way and easement across the lands of the Grantor for the purpose of ingress and egress for Town employees during normal business hours to access the Conservation Easement area for purposes of inspection and compliance with the terms of the Conservation Easement previously granted to the Grantee, said right-of-way and easement area (the "Access Easement") being more specifically described as follows:

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

Commencing at a point in the northwest corner of Lot 19, Fox Ridge Subdivision and the east line of Lakebreeze Way;

Thence South 77 04'04" East in the north line of Lot 19, a distance of 41.54 feet to the TRUE POINT AND PLACE OF BEGINNING;

Thence North 07 55'38" East in the west line of Lot 57, a distance of 15.11 feet to a point;

Thence South 77 04'04" East through Lot 57, a distance of 192.90 feet to a point;

Thence South 06 00'26" West through Lot 57, a distance of 15.11 feet to an easement marker;

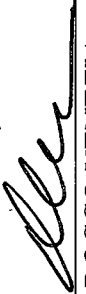
Thence North 77 04'04" West in the south line of Lot 57, a distance of 193.40 feet to the POINT AND PLACE OF BEGINNING.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

TOWN OF CANANDAIGUA

By: _____
Name
Title:

VENEZIA GROUP, LLC

By: 
Name: ROCCO VENEZIA
Title: MEMBER

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

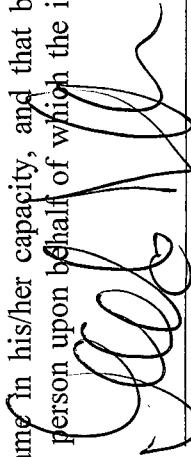
On the ____ day of November, in the year 2019 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 22nd day of November, in the year 2019, before me, the undersigned, personally appeared ROCCO VENEZIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DONALD J. CHENEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CH6087700
Qualified in Ontario County
My Commission Expires 03-03-2023


Notary Public



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

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

Schedule A – Information relating to conveyance

Grantor/Transferor ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	Name (if individual, last, first, middle initial) (☐ check if more than one grantor) VENEZIA GROUP, LLP Mailing address 5120 LAURA LANE City State ZIP code CANANDAIGUA NY 14424 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	Name (if individual, last, first, middle initial) (☐ check if more than one grantee) TOWN OF CANANDAIGUA Mailing address 5440 ROUTE 5 & 20 City State ZIP code CANANDAIGUA NY 14424 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
97.04-2-57.000	322400	3637 LAKE BREEZE WAY	CANANDAIGUA	ONTARIO

Type of property conveyed (check applicable box)

1 ☐ One- to three-family house 2 ☐ Residential cooperative 3 ☐ Residential condominium 4 ☒ Vacant land	5 ☐ Commercial/Industrial 6 ☐ Apartment building 7 ☐ Office building 8 ☐ Other _____
--	---

Date of conveyance month day year

Percentage of real property conveyed which is residential real property _____ 0 %
(see instructions)

Condition of conveyance (check all that apply)

a. ☒ Conveyance of fee interest b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %) c. ☐ Transfer of a controlling interest (state percentage transferred _____ %) d. ☐ Conveyance to cooperative housing corporation e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. ☐ Conveyance of cooperative apartment(s) i. ☐ Syndication j. ☐ Conveyance of air rights or development rights k. ☐ Contract assignment
--	--

I. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☒ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other (describe) _____

For recording officer's use Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received Transaction number
--	-------------------------------------

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

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)	☒ Exemption claimed	1.	0.00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)		2.	0.00
3	Taxable consideration (subtract line 2 from line 1)		3.	0.00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3		4.	0.00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)		5.	0.00
6	Total tax due* (subtract line 5 from line 4)		6.	0.00

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

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

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

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

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

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**I (we) certify that: *(check the appropriate box)*

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

Signature (both the grantor(s) and grantee(s) must sign)

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



Grantor signature

MEMBER

Title

Grantee signature

Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

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

Certification of resident transferor(s)/seller(s)

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

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

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

Part II - Nonresidents of New York State

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

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

Exemption for nonresident transferor(s)/seller(s)

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

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see *Instructions*).

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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

Jean Chrisman

From: Brabant, Lance <Lance.Brabant@mrbbgroup.com>
Sent: Thursday, January 2, 2020 9:14 AM
To: Jean Chrisman (jchrisman@townofcanandaigua.org)
Subject: Fwd: Access easement fox Ridge conservation area,s

Get Outlook for Android

From: Christian M. Nadler <cnadler@markiventerprises.com>
Sent: Tuesday, December 31, 2019 9:24:48 AM
To: Eric Cooper <zoninginspector@townofcanandaigua.org>; lbrabant@mrbbgroup.com <lbrabant@mrbbgroup.com>
Subject: RE: Access easement fox Ridge conservation area,s

Thanks Eric. I am OK with the easement language.

Chris

Christian M. Nadler, Esq.
General Counsel
Mark IV Enterprises
301 Exchange Boulevard, #200
Rochester, New York 14608
Phone # 585-232-1760 x 113
Cell # 585-315-4767
cnadler@markiventerprises.com



From: Eric Cooper <zoninginspector@townofcanandaigua.org>
Sent: Tuesday, December 31, 2019 9:11 AM
To: Christian M. Nadler <cnadler@markiventerprises.com>; lbrabant@mrbbgroup.com
Subject: FW: Access easement fox Ridge conservation area,s

Chris,

Since your old email was included on Rocco's email. Please see below and let us know if that's accurate.

Eric A. Cooper
Planner
Town of Canandaigua
ecooper@townofcanandaigua.org
585-394-1120 x2254

Jean Chrisman

From: Jean Chrisman <jchrisman@townofcanandaigua.org>
Sent: Tuesday, December 31, 2019 1:36 PM
To: 'Christian M. Nadler'; Brabant, Lance
Subject: Access Easement -- Fox Ridge
Attachments: venezia fox ridge access easement map.pdf; venezia fox ridge access easement_.pdf
Importance: High

Good Afternoon Chris and Lance,

I have received the attached documents. Before placing them on the next available Town Board agenda, I need to know from both of you that these are good to go.

Please let me know as soon as possible. I will draft a resolution for the Town Board consideration.

Happy New Year!

*Jean Chrisman
Town Clerk / Receiver of Taxes
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua NY 14424
(585) 394-1120 Ext 2225
Fax: (585) 394-9476*

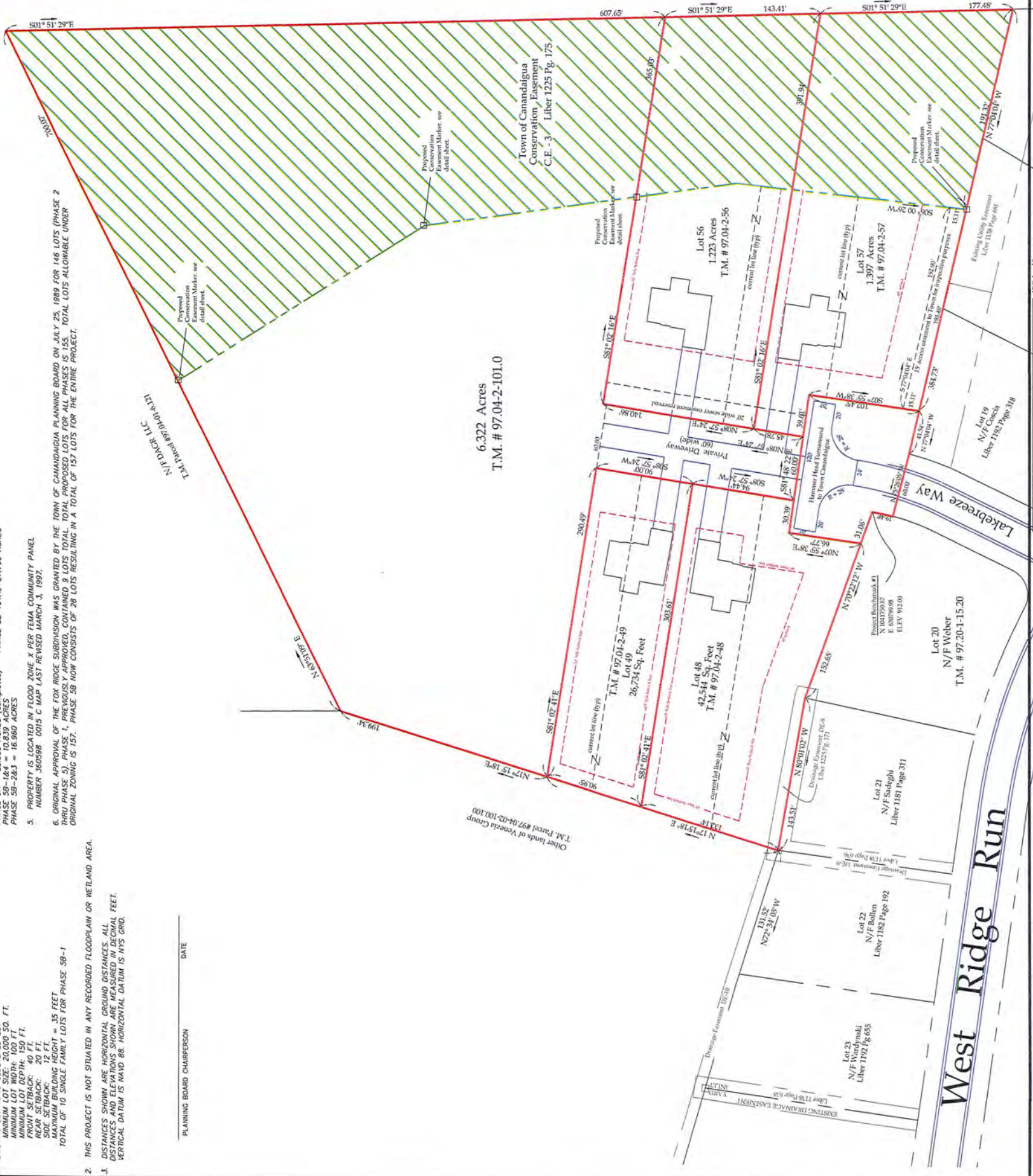
SITE DATA

1. EXISTING ZONING IS CLUSTERED 281
MINIMUM LOT SIZE: 20,000 SQ. FT.
MINIMUM LOT DEPTH: 150 FT.
FRONT SETBACK: 40 FT.
REAR SETBACK: 20 FT.
MAXIMUM BUILDING HEIGHT = 35 FEET
TOTAL OF 10 SINGLE FAMILY LOTS FOR PHASE 5B-1
2. THIS PROJECT IS NOT SITUATED IN ANY RECORDED FLOODPLAIN OR WETLAND AREA.
3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. ALL DISTANCES AND ELEVATIONS SHOWN ARE MEASURED IN DECIMAL FEET. VERTICAL DATUM IS NAD 83. HORIZONTAL DATUM IS NTS GRID.

4. TOTAL AREA OF PHASES 5 A & B IS 50.158 ACRES
PHASE 5A = 22.359 ACRES (completed) PHASE 5B TOTAL=27.799 ACRES
PHASE 5B-1=144 = 10.839 ACRES
PHASE 5B-2=283 = 18.960 ACRES
5. PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA COMMUNITY PANEL NUMBER 300598 0015 C MAP LAST REVISED MARCH 3, 1992.
6. ORIGINAL APPROVAL OF THE FOX RIDGE SUBDIVISION WAS GRANTED BY THE TOWN OF CANANDAIGUA PLANNING BOARD ON JULY 25, 1989 FOR 146 LOTS (PHASE 2 THRU PHASE 5). PHASE 1, PREVIOUSLY APPROVED, CONTAINED 9 LOTS TOTAL. TOTAL PROPOSED LOTS FOR ALL PHASES IS 155. TOTAL LOTS ALLOWABLE UNDER ORIGINAL ZONING IS 157. PHASE 5B NOW CONSISTS OF 28 LOTS RESULTING IN A TOTAL OF 157 LOTS FOR THE ENTIRE PROJECT.



N/F Martin Muebe
T.M. #97.04-01-7.000



VENEZIA
LAND SURVEYORS AND CIVIL ENGINEERS

UNAUTHORIZED ALTERATION OR ADDITION TO A MAP BEARING A LICENSED PROFESSIONAL SURVEYOR'S OR PROFESSIONAL LAND SURVEYOR'S SEAL IN ANY WAY CONSTITUTES A VIOLATION OF THE PROFESSIONAL ETHICS OF THE SURVEYOR. REPRODUCTION IS A VIOLATION OF ALL APPLICABLE LAWS.

Revisions		
No.	Date	Description
1	8/14/2019	addition per comments
2	9/11/2019	per comments
3	9/25/2019	per comments
4	10/16/2019	add acre statement



Owner
Venezia Group LLC
5120 Laura Lane
Canandaigua, NY 14424
Phone: (585) 396-3267

County of Ontario
State of New York

Lot Line Ammendment Foxridge 5B-1

File# 8042 Plat 5b-1 revised
Scale: 1"= 50'

T.M. # 97.04-2-48
T.M. # 97.04-2-49
T.M. # 97.04-2-56
T.M. # 97.04-2-57
T.M. # 97.04-2-101

E-mail: rocco@veneziasurvey.com

Canandaigua New York, 14424