

Canandaigua Town Board Meeting Agenda for November 21, 2022

- Call To Order and Pledge of Allegiance
 - Pledge led by Karen DeMay
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence – Attachment 1
 - Town Water Rates Schedule – 10-15-2022
 - Email from a resident regarding developer issues – 10-17-2022
 - Email from a resident regarding work on Acorn Hill Dr – 10-19-2022
 - Email correspondence between resident and Town Manager regarding stormwater facility – 10-26-2022
 - Email from resident regarding maintenance on the water shutoff valve – 10-26-22
 - Letter from the NY State Dept of Agriculture & Markets regarding the Municipal Shelter Inspection Report – 10-31-2022
 - Email from a resident regarding Town Manager's November newsletter article – 11-9-2022
 - Letter from Town Supervisor to town residents regarding water quality clarification – 11-9-2022
- Privilege of the Floor
- Priority Business
- Presentations
 - Informational presentation on property revaluation, Donna LaPlant, County Tax Director
 - Informational status of Town of Canandaigua revaluation Town Assessor Paul Arndt, and Deputy Town Assessor Michelle Rowlinson
 - New Transfer Station presentation, Councilmember Fennelly, Planning & Public Works Committee Chairperson
- Public Hearings

Continued Public Hearings:

- None

New Public Hearings:

- Public Hearing on a draft local law to amend town code Chapter 220-33 "Incentive Zoning," to authorize Town Board to utilize incentive zoning in any Town zoning district and to clarify options for payment in lieu of amenity.

Pertains to Resolution No. 2022-273

ZOOM MEETING INFORMATION:

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

https://us02web.zoom.us/meeting/register/tZYqc-GtgTotH92PBu15q7_hCirh9kEvA6VV

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

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

- Public Hearing on a draft local law to amend town code Chapter 220-33.1 “Scenic Viewshed Overlay District,” to clarify minimum lot size within the district.
Pertains to Resolution No. 2022-274

➤ Reports of Town Officials and Department Heads – Attachment 2

- A. Highway / Water Superintendent
- B. Assessor
- C. Historian
- D. Town Clerk
- E. Planner
- F. Human Resources & Parks Coordinator
- G. Town Manager
- H. Supervisor / Deputy Supervisor
 - 1. Monthly Financial Reports
 - a. Revenue & Expense Report and Cash Summary Report
 - b. Overtime Report – All Departments
 - c. Overtime Report – Highway & Water

➤ Reports of Committees, Boards and Commissions (as needed)

- A. Town Board Committees
 - a. Finance – Supervisor Simpson and Councilperson DeMay, Co-Facilitators
 - b. Planning & Public Works – Councilperson Fennelly
 - c. Ordinance – Chairperson John Casey
 - d. Economic Development – Chairperson Fuller
- B. Planning Board – Chairperson Oyler
- C. Zoning Board of Appeals – Chairperson Sahler
- D. Environmental Conservation Board – Councilperson Rudolph, Facilitator
- E. Citizens’ Implementation Committee – Chairperson Bonshak
- F. Parks & Recreation Committee – Chairperson MacNeil
- G. Special Events Committee – Chairperson Fuller
- H. Agriculture Committee – Chairperson DiCarlo
- I. Cemetery Committee – Chairperson Karen DeMay
- J. Project Teams
 - a. Affordable Housing & Transportation Project Team – Chairperson Karen Parkhurst
 - b. Conservation Easement Project Team – Chairperson Sarah Reynolds
 - c. Gateway Signs Project Team
 - d. Local History Project Team – Chairperson Saralinda Hooker
 - e. Tree Team – Chairperson Dennis Brewer

➤ Privilege of the Floor

➤ Resolutions and Motions

Continued Resolutions:

- None

New Resolutions:

FINANCE

- Resolution No. 2022 – 261: Acceptance of the Monthly Financial Reports

- Resolution No. 2022 – 262: Acknowledgement and Authorization of Budget Transfers by Town Manager
- Resolution No. 2022 – 263: Authorizing Budget Adjustment for Highway Fund
- Resolution No. 2022 – 264: Authorizing Highway Fund Reimbursement for Services Provided to Canandaigua Consolidated Water District
- Resolution No. 2022 – 265: Authorizing Canandaigua Consolidated Water District Fund Budget Adjustment
- Resolution No. 2022 – 266: Authorizing Town Manager to Close the Cybersecurity Capital Project (H30)
- Resolution No. 2022 – 267: Assigning Authorized Project Groups for the Use of ARPA Funds
- Resolution No. 2022 – 268: Unpaid Water / Sewer Bills for Relevy to 2023 Town/County Tax Bills
- Resolution No. 2022 – 269: Authorizing Canandaigua National Bank & Trust to Act as Agent for The Town of Canandaigua to Accept 2023 Town and County Tax Payments
- Resolution No. 2022 – 270: Approval of Credit Card payment Contract for Debi/Credit Card Payments for Tax Collection Beginning January 1, 2023 (XPRESS-PAY)
- Resolution No. 2022 – 271: Authorizing Town Manager to Execute Agreement for Independent Audit Services for the Town Court, Town Clerk, and Regulatory Audit of the Town of Canandaigua

PLANNING / PUBLIC WORKS

- Resolution No. 2022 – 272: Authorizing Purchase of Generator for Fire Station Two

ORDINANCE

- Resolution No. 2022 – 273: SEQR Determination of Non-Significance and Adoption of a Local Law to Amend Town Code Chapter 220-33 Incentive Zoning
- Resolution No. 2022 – 274: SEQR Determination of Non-Significance and Adoption of a Local Law to Amend Town Code Chapter 220-33.1 Scenic Viewshed Overlay

ECONOMIC DEVELOPMENT / GENERAL

- Resolution No. 2022 – 275: Authorizing Town Manager to Execute Intermunicipal Agreement with Ontario County for Law Enforcement Services
- Resolution No. 2022 – 276: Authorizing Town Manager to Execute Intermunicipal Agreement with Ontario County for Court Security Services
- Resolution No. 2022 – 277: Authorizing Town Manager to Execute 2023 Agreement with Ontario County Historical Society
- Resolution No. 2022 – 278: Acceptance and Support of Final Site Plan Associated with CPN 22-062; Edgemere Development at 0000 Parkside Drive
- Resolution No. 2022 – 279: Directing Town Manager to Draft a Local Law to Amend the Official Zoning Map
- Resolution No. 2022 – 280: Authorizing the Appointment of Ryan Ferrini to the Position of Motor Equipment Operator, Lite
- Resolution No. 2022 – 281: Authorizing the Appointment of Jonathan Noble to the Position of Water Maintenance Assistant

RESOLUTION NO. 2022 – 261: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS

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

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

WHEREAS, the Town Supervisor has provided the Town Board with hard copies and electronic copies of this month's 2022 Monthly Revenue/Expense Control Report, the Highway/Water Department Overtime Report and All Department Overtime Report; and

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

Attachment 2

RESOLUTION NO. 2022 – 262: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN MANAGER

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as "Town Board") has authorized the Town Manager and/or Clerk (Finance) to make interfund transfers in an amount less than \$5,000.00 by Resolution No. 2020-014; and

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

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

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

Attachment 3

RESOLUTION NO. 2022 – 263: AUTHORIZING BUDGET ADJUSTMENT FOR HIGHWAY FUND

WHEREAS, the Town of Canandaigua Highway & Water Superintendent and Finance Clerk have reviewed the 2022 Budget for the Highway Fund (DA100) and have identified that certain expense accounts will need to be increased for anticipated expenditures through the end of the year; and

WHEREAS, the reasoning for this increase is due to the rising cost of goods and services experienced steadily throughout 2022; and

WHEREAS, the Highway & Water Superintendent and Finance Clerk are recommending the following budget adjustment:

Decrease: DA100.5130.200 (Capital Equipment)	\$ 30,000.00
Increase: DA100.5130.400 (Machinery.Contractual)	\$ 30,000.00; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the budget adjustment as detailed above and directs the Town Manager and Finance Clerk to enter this adjustment to the 2022 Town Budget; and

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

RESOLUTION NO. 2022 – 264: AUTHORIZING HIGHWAY FUND REIMBURSEMENT FOR SERVICES PROVIDED TO CANANDAIGUA CONSOLIDATED WATER DISTRICT

WHEREAS, the Town Board of the Town of Canandaigua is aware that the Highway Department assisted the Water Department with restoration after a water main break on Cramer Road in the Canandaigua Consolidated Water District (SW500); and

WHEREAS, the Highway & Water Superintendent has calculated Highway Department labor and equipment for this work and determined the total cost was \$2,993.14; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes reimbursement of the highway fund (DA100) for labor and equipment totaling \$2,993.14 to be charged to the water district expense line SW500.8340.440 (Service & Maintenance); and

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

Attachment 4

RESOLUTION NO. 2022 – 265: AUTHORIZING CANANDAIGUA CONSOLIDATED WATER DISTRICT FUND BUDGET ADJUSTMENT

WHEREAS, the Town of Canandaigua Highway & Water Superintendent and Finance Clerk have reviewed the 2022 Budget for the Canandaigua Consolidated Water District (SW500) and have identified that certain expense accounts will need to be increased for anticipated expenditures through the end of the year; and

WHEREAS, the reasoning for this increase is due to the rising cost of goods and services experienced steadily throughout 2022, including an increase in the cost of water purchased from the City of Canandaigua, as well as the addition of required mailings to all district users which were outside of the original budget; and

WHEREAS, Resolution No. 2022-231 authorized the closing of capital project H26W – Water Capital Improvement Project, which included a balance transfer into the Canandaigua Consolidated Water District (SW500) revenue account line SW500.5031 (Interfund Transfer); and

WHEREAS, the Highway & Water Superintendent and Finance Clerk are recommending the following budget adjustment to allocate a portion of the revenue from the abovementioned capital project closing, and to increase certain expense accounts:

Increase: SW500.5031 (Interfund Transfer.Revenue)	\$ 150,000.00
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Increase: SW500.8310.420 (Meter Reading)	\$ 10,000.00
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SW500.8320.400 (Water Purchases)	\$ 80,000.00
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SW500.8340.440 (Service & Maintenance)	\$ 60,000.00
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Total: \$ 150,000.00

; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the Canandaigua Consolidated Water District (SW500) budget adjustment as detailed above and directs the Town Manager and Finance Clerk to enter this adjustment to the 2022 Town Budget; and

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

RESOLUTION NO. 2022 – 266: AUTHORIZING TOWN MANAGER TO CLOSE THE CYBERSECURITY CAPITAL PROJECT (H30)

WHEREAS, the Town Board of the Town of Canandaigua has received notice from the Town Manager that the final disbursement was received from NYS Department of Homeland Security and Emergency Services for the Cybersecurity Grant program; and

WHEREAS, receipt of this grant revenue completes all activity for the Cybersecurity Capital Project (H30); and

WHEREAS, activities accomplished with this grant program include completion of a comprehensive Cybersecurity Assessment for the Town of Canandaigua by the contracted firm, various network security improvements, and installation of an upgraded WiFi system in Town facilities; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Manager to close H30, the Cybersecurity Grant Capital Project and to transfer the remaining cash balance of \$10,662.74 to the General Fund (AA100); and

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

Attachment 5

RESOLUTION NO. 2022 – 267: ASSIGNING AUTHORIZED PROJECT GROUPS FOR THE USE OF ARPA FUNDS

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as ‘Town Board’) is aware that the Town of Canandaigua has received \$1,159,176.00 from the Federal Government associated with the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, expenditure of ARPA funds is restricted to four statutory categories and must be in compliance with the program requirements set forth by the United States Department of the Treasury; and

WHEREAS, by Resolution No. 2021-191 and No. 2021-211, the Town Board has created Capital Project H33 – ARPA, to track this revenue and all expenditures separate from the Town’s annual budget; and

WHEREAS, the Planning and Public Works and Finance Committees have discussed possible expenditures within the authorized project categories and subcategories, and are recommending that \$750,000.00 be used for a County Road 28 Sewer extension and that \$409,176.00 be used to improve public access to open space and outdoor recreation activities in the Town of Canandaigua; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby assigns the use of ARPA Funds for the following authorized categories and subcategories:

- **\$ 750,000.00 – Category: To make necessary investments in water, sewer, or broadband infrastructure**
Subcategory: Water and Sewer, Other (EC 5.18)
- **\$ 409,176.00 – Category: Respond to Public Health Emergency or its Negative Economic Impacts**
Subcategory: Strong Healthy Communities, Neighborhood Features that Promote Health and Safety (EC 2.22)

BE IT FURTHER RESOLVED, the Town Manager is directed to prepare a budget for the Capital Project H33 – ARPA, using the appropriate account lines for expenditures pertaining to the selected project categories, for the Town Board to consider; and

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

RESOLUTION 2022 - 268: UNPAID WATER / SEWER BILLS FOR RELEVY TO 2023 TOWN / COUNTY TAX BILLS

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as ‘Town Board’) has been notified by the Canandaigua Water Department and the Canandaigua-Farmington Water and Sewer Department of unpaid water and sewer charges; and

WHEREAS, an Annual Statement has been compiled by the Town Clerk listing all unpaid charges for the 2023 Tax Re-Levy which are broken down in the following special districts:

<u>Special District Name</u>	<u>Total Amount</u>	<u>Town/Incode:</u>
WA246 - CDGA-EMERSON-TL RD (CDGA)	272.52	SW530
WA248 - HOPKINS-GRIMBLE	707.87	SW540
WD-201- BRISTOL-CDGA WATER (BRISTOL)	3621.03	SW505
WD241 - CDGA-FARM WATER (CDGA)	32,485.56	SW515
SC-481 – CDGA-FARM SEWER (CDGA)	1,728.00	N/A
WD-247 - CDGA CONS WATER-ETC.	71,877.44	SW500
WO-245 - McINTYRE ROAD WATER EXT.	509.76	SW525
WO-246 - CDGA-BRISTOL WATER (CDGA)	1,057.28	SW505
WO-247 - CCWD #36	761.98	SW535
WO-249 - WD-EXT 40 NOTT ROAD	153.12	SW550
WA241 - ANDREWS & NORTH ROAD WATER	438.72	SW520

Note: WA241 (SW520) was consolidated into WD241 (SW515) and therefore appropriations may need to be made to WD241/SW515 rather than WA241/SW520

TOTAL AMOUNT

\$113,613.28

;and

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby directs the Town Clerk to transmit the above detailed Annual Statement to the Ontario County Board of Supervisors which shall levy such sums against the property liable.

RESOLUTION NO. 2022 – 269: AUTHORIZING CANANDAIGUA NATIONAL BANK & TRUST TO ACT AS AGENT FOR THE TOWN OF CANANDAIGUA TO ACCEPT 2023 TOWN AND COUNTY TAX PAYMENTS

WHEREAS, as a convenience to the residents of the Town of Canandaigua, Canandaigua National Bank & Trust has agreed to act as an agent for the Town of Canandaigua and collect Town and County tax payments for the year 2023 during the month of January; and

WHEREAS, the Canandaigua National Bank & Trust will accept tax payments (full payment only) starting Tuesday, January 3 through Tuesday, January 31, 2023, and will deposit payments received into the Canandaigua Tax Receiver checking account on the following business day and provide an itemized listing of payments received to the Receiver of Taxes. There is no charge to the Town for this service. The Receiver of Taxes will be responsible for any check that is returned for any reason; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Canandaigua National Bank & Trust acting as an agent for the Town to accept tax payments Tuesday, January 3 through Tuesday, January 31, 2023.

RESOLUTION NO. 2022 – 270: APPROVAL OF CREDIT CARD PAYMENT CONTRACT FOR DEBIT / CREDIT CARD PAYMENTS FOR TAX COLLECTION BEGINNING JANUARY 1, 2023 (XPRESS-PAY)

WHEREAS, the Ontario County Treasurer's office has signed a contract with Systems East Inc. for tax collection software with an effective date of January 1, 2023, for all town and village tax collection; and

WHEREAS, Ontario County has worked with Systems East, Inc. for several years as their tax collection and tracking software company; and

WHEREAS, all municipalities within Ontario County will be switching from Edmund Gov Tech (iTax) to the Systems East Inc. software as of January 1, 2023; and

WHEREAS, the Town of Canandaigua has been accepting debit / credit card payments for Town / County tax bills since January 2017; and

WHEREAS, the processing fee through Xpress-Pay is 2.85% plus 40¢ per transaction of which the Town is not responsible for any portion of this payment option; and

WHEREAS, transaction funds will be processed by the Receiver of Taxes / Town Clerk office and deposited into the Receiver of Taxes checking account; and

NOW, THEREFORE, BE IT RESOLVED, Town Clerk / Receiver of Taxes Jean Chrisman is recommending to the Town Board to approve the agreement with Systems East Inc. (Xpress-Pay) for the debit / credit card payment option for the annual Town / County tax bills starting January 1, 2023; and

BE IT FURTHER RESOLVED, the Canandaigua Town Board finds the Enrollment Agreement and the Merchant Card Processing Agreement acceptable and hereby directs the Town Clerk to sign the necessary paperwork.

Attachment 6

RESOLUTION NO. 2022 – 271: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR THE TOWN COURT, TOWN CLERK, AND REGULATORY AUDIT OF THE TOWN OF CANANDAIGUA

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

WHEREAS, EFPR Group and Lumsden McCormick have both provided a proposal for independent audit services for the Town of Canandaigua; and

WHEREAS, the Finance Committee has reviewed both proposals at their regular meeting; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the proposed agreement from _____ dated _____ with fees not to exceed \$_____ for auditing services for the Town Clerk and \$_____ for auditing services for the Justice Court for a total of \$_____ and authorizes the Town Manager to execute said agreement and to authorize the payment of said fees 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 7

RESOLUTION NO. 2022 – 272: AUTHORIZE PURCHASE OF GENERATOR FOR FIRE STATION TWO

WHEREAS, the Town of Canandaigua has been informed by an outside agency that after inspecting the current generator at the Town of Canandaigua Fire Department building located at 5298 Parkside Drive, it has been determined that it is no longer capable of operation; and

WHEREAS, the Highway Superintendent has spoken to Colacino Industries and Peck Electric regarding quotes to replace the natural gas generator and the transfer switch inside the building; and

WHEREAS the Highway Superintendent has received two quotes for replacing the generator and transfer switch at the fire station and is recommending that Colacino Industries be approved to perform the work at the fire station for an amount not to exceed \$ 46,588.00; and

WHEREAS, the Finance Clerk II by virtue of this resolution s informing the Town Board the purchase of this generator at a cost of \$ 46,588.00 is not in keeping with the Town's procurement policy; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the Highway Superintendent to execute all required documentation to complete this purchase and directs the payment to come from budget line AA 100.1620.200; and

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

RESOLUTION NO. 2022 – 273: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF LOCAL LAW TO AMEND THE TOWN CODE CHAPTER 220-33 INCENTIVE ZONING

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering the adoption of a local law to amend the town code Chapter 220-33 Incentive Zoning, to authorize the Town Board to utilize incentive zoning in any Town of Canandaigua zoning district and to clarify options for payment in lieu of amenity; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on November 21, 2022; and

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2022; and

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

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2022 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment 8

RESOLUTION NO. 2022 – 274: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A LOCAL LAW TO AMEND TOWN CODE CHAPTER 220-33.1 SCENIC VIEWSHED OVERLAY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering the adoption of a local law that would amend zoning code relating to §220-33.1 Scenic Viewshed Overlay District (SVO) to clarify that the minimum lot size in the SVO shall not be less than one acre, or the minimum size of the underlying zoning district whichever is greater; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on November 21, 2022; and

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2022; and

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

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2022 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment 9

RESOLUTION NO. 2022 – 275: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR LAW ENFORCEMENT SERVICES

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

WHEREAS, the Town has received an Intermunicipal Agreement for Law Enforcement Services from Ontario County to provide part-time Ontario County Sheriff’s deputies for Enhancement Law Enforcement work in the Town of Canandaigua at an estimated 20 hours per week with a total amount not to exceed \$ 29,000 for the term of January 1, 2023 through December 31, 2023; and

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

NOW THEREFORE BE IT RESOLVED, the Town Board accepts the Intermunicipal Agreement for Law Enforcement Services between Ontario County and the Town of Canandaigua with a term beginning January 1, 2023 and ending December 31, 2023 with a cost not to exceed \$ 29,000 and authorizes the Town Manager to execute this agreement to be paid from the POLICE.CONTRACTUAL AA100.3120.400.00000 budget line; and

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

Attachment 10

RESOLUTION NO. 2022 – 276: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR COURT SECURITY SERVICES

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

WHEREAS, the Town has received an Intermunicipal Agreement for Court Security Services from Ontario County to provide part-time Ontario County Sheriff’s deputies for security work for the Town of Canandaigua court for an estimated 11 hours per week at a total amount not to exceed \$ 13,000 for the term of January 1, 2023 through December 31, 2023; and

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

NOW THEREFORE BE IT RESOLVED, the Town Board accepts the Intermunicipal Agreement for Court Security between Ontario County and the Town of Canandaigua with a term beginning January 1, 2023 and ending December 31, 2023 with a cost not to exceed \$ 13,000 and authorizes the Town Manager to execute this agreement to be paid from the POLICE.CONTRACTUAL AA100.1110.401.00000 budget line; and

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

Attachment 11

RESOLUTION NO. 2022 – 277: AUTHORIZATION FOR TOWN MANAGER TO EXECUTIVE 2023 AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND THE ONTARIO COUNTY HISTORICAL SOCIETY

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

WHEREAS, the services and programs are outlined in the proposed agreement from the Ontario County Historical Society dated October 25, 2022 and includes a formal request for a one-time \$10,000.00 payment as in previous years; and

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

Attachment 12

RESOLUTION NO. 2022 – 278: ACCEPTANCE AND SUPPORT OF THE FINAL SITE PLAN ASSOCIATED WITH CPN 22-062; EDGEMERE DEVELOPMENT AT 0000 PARKSIDE DRIVE

WHEREAS, on November 9, 2022, the Town of Canandaigua Planning Board (herein after referred to as “Planning Board”) reviewed CPN 22-062, and application in the Uptown Canandaigua Form Based Code Mixed Use Subarea (herein after referred to as “FBC”), presented by Marathon Engineering c/o Matt Tomlinson, 39 Cascade Drive, Rochester, N.Y. 14614; representing Edgemere Development, 3850 Monroe Avenue, Pittsford, N.Y. 14534; representing James J. Volpe, 162 Amann Road, Honeoye Falls, N.Y. 14472; owner of property at 0000 Parkside Drive (south side of Parkside Drive and zoned FBC); and

WHEREAS, the Planning Board has determined that the proposal complies with the minimum requirements for the FBC and has referred CPN 22-062 to the Town of Canandaigua Town Board (herein after referred to as “Town Board”) for final Site Plan review per Chapter §220-32 B.; and

WHEREAS, the Town Board has reviewed the Site Plan, supporting documentation and Decision Notification and Planning Board minutes from the November 9, 2022, Planning Board meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board has determined CPN 22-062 is in general consistency with the Uptown Canandaigua Form Based Code per Chapter §220-32 B; and

BE IT FINALLY RESOLVED, the Town Board directs the Planning Board to continue their final review of CPN 22-062.

Attachment 13

RESOLUTION NO. 2022 – 279: DIRECTING TOWN MANAGER TO DRAFT A LOCAL LAW TO AMEND THE OFFICIAL ZONING MAP

WHEREAS, on August 12, 2022, the Town Clerk received a Petition to Amend the Official Zoning Map (Mixed Use Overlay) from Venezia Group LLC to rezone property at 2435 Brickyard Road (TM#70.00-1-67.111) from Industrial to Mixed Use Overlay, and

WHEREAS, the Town Board, (herein after referred to as “Town Board”) in accordance with Town Code §220-33(C), referred the application to the Town of Canandaigua Planning Board requesting an advisory opinion; and

WHEREAS, the Town of Canandaigua Planning Board issued an advisory report at their November 9, 2022 Planning Board meeting; and

NOW THEREFORE BE IT RESOLVED, the Town Board directs the Town Manager to draft a local law to execute a map amendment to the Town Zoning Map that would rezone 2435 Brickyard Road (TM#70.00-1-67.111) from Industrial to Mixed Use Overlay; and

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

Attachment 14

RESOLUTION NO. 2022 – 280: AUTHORIZING THE APPOINTMENT OF RYAN FERRINI TO THE POSITION MOTOR EQUIPMENT OPERATOR, LITE

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as ‘Town Board’) understands the Town of Canandaigua Highway Superintendent has a vacant Motor Equipment Operator, Lite position; and

WHEREAS, Highway Superintendent is recommending to fill the vacant MEO lite position within the Highway Department in order to continue providing the necessary services to the Town; and

WHEREAS, the Highway Superintendent is recommending Ryan Ferrini, who is currently a Water Maintenance Assistant and has done work to support the Highway Department, to fill the role of Motor Equipment Operator, Lite and to be paid \$24.00/hour; and

NOW THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby approves the appointment of Ryan Ferrini to MEO Lite at his current rate of pay of \$24.00/hour; and

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

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

RESOLUTION NO. 2022 – 281: AUTHORIZING THE APPOINTMENT OF JONATHAN NOBLE TO THE POSITION OF WATER MAINTENANCE ASSISTANT

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as ‘Town Board’) understands the Town of Canandaigua Highway Superintendent has a vacant Water Maintenance Assistant position; and

WHEREAS, the Highway Superintendent is recommending Jonathan Noble, who is currently a Motor Equipment Operator Lite and has been supporting the Water Department, to fill the role of Water Maintenance Assistant; and

NOW THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby approves the appointment of Jonathan Noble to Water Maintenance Assistant to be paid \$21.82/hour in accordance with the 2022 Union Agreement; and

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

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

➤ Approval of the following Town Board Meeting Minutes:

October 17, 2022
November 1, 2022

➤ Payment of the Bills

Abstract Claim Fund Totals presented by Town Clerk

Voucher Summary Report for Town Board signatures

(By signing, Town Board members represent they have reviewed the purchases for compliance with the Town's approved policies & approve of the prepared Voucher Summary Report and the attached invoices)

Utility Abstract dated 10/28/22 totaling \$ 47,829.86

General Fund	\$ 32,053.05
Highway Fund	\$ 11,010.88
Lighting Districts	\$ 1,300.79
Water Districts	\$ 3,465.14

Town Board Abstract dated 11/21/22 totaling \$ 641,412.35

General Fund	\$ 245,918.64
Highway Fund	\$ 294,355.50
Capital Projects	\$ 25,779.66
Lighting Districts	\$ 1,315.76
Sanitary Sewer	\$ 18,210.00
Water Districts	\$ 55,832.79

➤ Other Business

➤ Privilege of the Floor

➤ Executive Session, as requested

- *Executive Session requested by the Town Supervisor for the purpose of proposed acquisition/sale/lease of real property when publicity might affect value including Town Board member-elect John Casey, Town Board member-elect Dave Sauter, the Town Attorney, the Town Manager, Kevin Olvany and Zach O'Dell.*

➤ Adjournment

ATTACHMENT 1

Communications

EXHIBIT A
Calculation Worksheet for Determination of
Town-Village Wholesale Water Rate from the
City of Canandaigua

			2019 Actual 2020	2020 Projection 2021	2020 FINAL 2021	2021 Projection 2022	2021 FINAL 2022	2022 PROJECTION 2023
			FINAL	PROJECTION	FINAL	PROJECTION	FINAL	PROJECTION
I.	Direct Expenses							
	Part A							
100%	1.							
		8320-1	435,494.74	432,233.36	425,118.20	426,930.28	422,873.34	422,283.00
		8320-3	144,121.54	151,650.00	132,952.44	191,505.00	163,910.81	274,343.00
		8320-4	309,903.62	340,570.00	303,760.49	376,727.20	345,601.93	450,669.00
		8320-8	214,583.17	223,657.37	215,156.01	236,422.78	235,989.13	255,272.00
			1,104,103.07	1,148,110.73	1,076,987.14	1,231,585.26	1,168,375.21	1,402,567.00
			1.20%	3.99%	-2.46%	14.35%	8.49%	30.23%
15%	2.							
	0.15	8340-1	82,019.66	84,884.69	80,443.65	87,911.63	85,126.42	90,628.00
	0.15	8340-2	25,930.33	28,646.20	28,044.88	31,424.28	30,288.00	36,521.00
			107,949.99	113,530.89	108,488.53	119,335.91	115,414.42	127,149.00
			3.94%	5.17%	0.50%	10.00%	6.38%	17.20%
	3.		181,807.96	189,246.24	177,821.35	202,638.18	192,568.44	229,457.40
	4.		100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
	5.	8320-9	172,684.99	177,877.00	174,430.22	176,214.00	176,214.34	179,802.00
			0.59%	3.01%	1.01%	1.02%	1.02%	3.08%
			1,666,546	1,728,765	1,637,727	1,829,773	1,752,572	2,038,975
			1.26%	3.73%	-1.73%	11.52%	6.89%	24.08%
	Part B	8320-7	343,827.64	341,791.22	324,285.70	303,319.30	303,038.21	307,110.00
II.	Water Denominator		1,825,753	1,861,200	1,861,200	1,769,160	1,745,306	1,884,805
			1,437,540,000	1,465,450,000	1,480,210,000	1,392,980,800	1,374,199,000	1,484,035,800
			-1.33%	1.94%	2.97%	-5.89%	-7.16%	0.26%
III.	Towns/Village Wholesale Rate Determination							
	Part A		Net Rate	Net Rate	Net Rate	Net Rate	Net Rate	Net Rate
			\$1.281	\$1.304	\$1.234	\$1.454	\$1.411	\$1.522
	Part B							
			\$0.226	\$0.220	\$0.209	\$0.206	\$0.208	\$0.196
	Part C		\$1.507	\$1.524	\$1.443	\$1.660	\$1.619	\$1.717
			\$2.014	\$2.037	\$1.929	\$2.21866	\$2.16483	\$2.29557
			2.39%	1.14%	-4.23%	10.14%	7.47%	13.96%

From: jsimpson@townofcanandaigua.org
Sent: Wednesday, October 26, 2022 11:15 AM
To: sreynolds@townofcanandaigua.org
Subject: FW: Morrell Development issues

Communications binder, please.

Thanks

From: Catherine M (cmenikotz@gmail.com) <cmenikotz@gmail.com>
Sent: Monday, October 24, 2022 1:57 PM
To: cjensen@townofcanandaigua.org
Cc: jsimpson@townofcanandaigua.org
Subject: Re: Morrell Development issues

Hello Chris and Jared,
Thanks for any help you provided. Chris, I know you reached out to Morrell so thanks again. It has been cleaned up! Yay! I will go happily along my way now.
Cathy

On Mon, Oct 17, 2022 at 2:39 PM <cjensen@townofcanandaigua.org> wrote:

Jeff Morrell emailed.

They will be removing fence and materials by the end of the week.

From: Catherine Menikotz (cmenikotz@gmail.com) <cmenikotz@gmail.com>
Sent: Monday, October 17, 2022 9:43 AM
To: jsimpson@townofcanandaigua.org; cjensen@townofcanandaigua.org
Subject: Morrell Development issues

Subject: Morrell Development issues

Hello Chris and Jared,
As you may both be aware, I live in a the Morrell development off of Middle Cheshire Road. Our home is located on Park Meadow Lane. We built our home in 2008 and have been here now almost 14 years. During that time, Morrell has promised to abide by the original deed agreements and turn over their storage facility which is located at the confluence of Park Meadow Lane and Whitecliff Drive to the the HOA as per the agreement once a certain percentage of ownership has been obtained by the

private owners. I know this is an HOA issue and not a Town of Canandaigua issue. My concern is state of disrepair and collection of garbage on that site. Inasmuch as they are still laying claim to that property and store their items there, I am asking the Town to take corrective action and issue any code violations which may exist. I, and a number of my neighbors, as well as members of the HOA have been pleading with Morrell to clean up the site. They have made promises but done nothing. I am including video and photos taken. The Port a Potty has been there over ten years and is frequently used by random people at all hours of the day and night. The fence is in complete disrepair and the property, quite frankly, looks like a junk yard. They store garbage and other building materials on the site and now have two dumpsters in the yard. Any assistance you can give would be appreciated. I have tried numerous times to get cooperation from them to no avail. The photo is from this morning from my bedroom window. The video is from August. There is now another giant dumpster.

Thank you,
Cathy Menikotz
585-662-3420

sreynolds@townofcanandaigua.org

From: jsimpson@townofcanandaigua.org
Sent: Wednesday, October 26, 2022 11:16 AM
To: sreynolds@townofcanandaigua.org
Subject: FW: Acorn Hill Road

Sarah,
Communications binder please.

Thanks!

From: Daniel Bielat (outlook_647A17D46C9A1C6D@outlook.com) <outlook_647A17D46C9A1C6D@outlook.com>
Sent: Wednesday, October 19, 2022 10:59 AM
To: jfletcher@townofcanandaigua.org
Cc: jsimpson@townofcanandaigua.org
Subject: Acorn Hill Road

Hi Jim,
We want to thank you for the great job that you and your team accomplished in re-surfacing and striping of Acorn Hill road, including the mitigation of the "curve" hazards. The road looks great and as a result of your work, is significantly safer for walkers, runners, cyclists and yes, cars too. Keep up the good work!
Dan & Susan Bielat

Sent from [Mail](#) for Windows

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Wednesday, October 26, 2022 11:16 AM
To: Sarah Reynolds
Subject: FW: FW: Town lot

For communication binder

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)337-4728

From: Victoria Connors (victorialeeconnors@gmail.com) <victorialeeconnors@gmail.com>
Sent: Wednesday, October 26, 2022 11:07 AM
To: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Subject: Re: FW: Town lot

Hello,

Thank you for your response. Thank you for your time. I was concerned the parcel would become a the entry way for the tractors/mowers and construction vehicles. Other than for emergencies. the water dist currently enters near firehall on emerson. An empty lot . So no actions on my end. Thank you. I am in Europe for business, my apologies for sounding stressed.

On Wed, Oct 26, 2022, 16:32 Doug Finch, Town Manager <dfinch@townofcanandaigua.org> wrote:

Ms. Connors,

Thank you for your email relating to the Town of Canandaigua's property on Emerson Road, which is part of the State Route 332 Drainage District, and a regional stormwater management facility.

I regret to hear that you were given a rude response approximately 30 years ago, when you contacted the Town of Canandaigua about this matter.

As the parcel is a regional stormwater management facility, the Town of Canandaigua or it's representatives from time to time need to inspect the facility. While I am unsure of who specifically was on the property, by communication of this email I am notifying our primary department heads and MS4 Coordinator who might have had employees on the

parcel so they can help keep an eye on the property. Additionally, from time to time the Town of Canandaigua will enter the property with equipment to complete work to ensure the efficiency of the facility.

In terms of development, the Town of Canandaigua will continue to own and operate this property as a regional stormwater management facility. The Town of Canandaigua has no other plans currently to do anything differently with the property. As a regional stormwater management facility, the parcel does have plants and growth that should be allowed to help filter the stormwater. The Town of Canandaigua will provide the basic maintenance of the property needed to ensure the efficiency of the regional stormwater management facility. No one else should be entering the property with any type of equipment or performing any other maintenance.

You mentioned legal action in your email, and that is certainly an option for you to consider if you choose. If you do decide to move forward with legal action, please have your attorney direct communication to myself and Town Attorney Chris Nadler cnadler@cnadlerlaw.com.

Douglas E. Finch, Town Manager

Town of Canandaigua

5440 Route 5&20W

Canandaigua, NY 14424

Phone: (585)337-4728

From: Victoria Connors (victorialeeconnors@gmail.com) <victorialeeconnors@gmail.com>

Sent: Sunday, October 23, 2022 5:13 PM

To: devclerk@townofcanandaigua.org

Subject: Town lot

Hello,

I am the property owner at 5289 Emerson road. My family and I have been mowing the town lot next to the property for over 30 years now. We asked 30 years ago about who was responsible for the land care and were giving rude responses from the town. On Friday a strange man was spotted walking this lot. If there is any new plans for this lot then I will be send all the receipts from the last 30 years the care my grandparents and myself have done. If possible, I will just purchase this lot of land. I do not care about the uptown tax scam development plans. If any changes are in process due to uptown, I will move forward with legal actions if my privacy is violated and I am not composated for the land care. Have a nice day.

From: jsimpson@townofcanandaigua.org
Sent: Wednesday, October 26, 2022 11:15 AM
To: sreynolds@townofcanandaigua.org
Subject: FW: Water Department

Sarah,
Can you put this in the communications binder please?

Thank you!

From: ckneubecker@rochester.rr.com <ckneubecker@rochester.rr.com>
Sent: Tuesday, October 25, 2022 9:29 AM
To: 'jsimpson@townofcanandaigua.org' <jsimpson@townofcanandaigua.org>
Subject: Water Department

Good Morning,

I know in the grand scheme of life, this isn't a big deal, however, it is to me and I wanted to let you know about it.

Earlier this morning, I watched a gentleman from the Canandaigua Water Department, walk up my lawn and start to dig in it. I opened the door and said "May I help you?". He told me he was looking for a water cap and needed to dig it out. I asked why as I hadn't received any notice about this. He said "I don't know, but it is to shut off water to your house in an emergency". I told him I could do that from my house and he didn't have any other explanation. I asked if he was doing this to all the houses on my street and he said "Yes" which was untrue as the first two houses he hadn't done anything to.

I went to the town website to see if there was a notice posted about this. There was not. I called the Water Department to have a recorded message tell me that the department was closed until Friday. I then called the town clerk who gave me Mr. Fletcher's cell phone number.

I called Mr. Fletcher and he told me what was going on and I stated that this should have been publicized somehow or better yet, the guy doing the digging should know what he is doing and why. This should have been posted to the town website. Mr. Fletcher was gracious in explaining that it was for maintenance. I asked when I could take down the blue flag (that my neighbor had in his lawn and I assumed was in my lawn too). He said in a day or two, it was being used for GPS. I totally understand all of this, however, there has to be a better way to do it. Post it on the town website, make sure the person doing the work knows what they are doing....better yet, how about they ring the doorbell to explain if the homeowner is home? I can't imagine coming home and seeing that and being concerned as I had no knowledge of what was going on.

Mr. Fletcher was polite and courteous, but I feel he didn't understand my concerns. This should have been posted on the town website.

After I hung up, the truck and worker were gone but I didn't have a blue flag in my yard where it was dug up. Better yet, I saw the truck drive away without doing anyone else's yard. If my yard and my neighbor's are access sites, I understand that.....so say that and not tell me everyone else's yard will have this done as well.

A small matter that could have easily been resolved with notification, publication or just common courtesy by the worker. Now I am wondering why I was told all the houses would have this done and it was only 2 on this street. When I am alone in my home with toddlers, I really would appreciate some type of forewarning.

Thank you for taking the time to read this.

Karen Neubecker



Agriculture and Markets

October 31, 2022

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

Enclosed is the **Municipal Shelter Inspection Report** completed on **10/27/2022**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Unsatisfactory" for reasons noted on the report.

Please discuss this notice with municipal officials and take appropriate action so that municipal shelter services are in compliance.

Another inspection will occur in approximately **(30) days** after the date of inspection. It is anticipated that all deficiencies will be corrected by this time.

If you have any questions regarding this inspection, please feel free to contact Ann Marie Brade, Animal Health Inspector at (585) 480-0600.

Dr. David M. Chico
Veterinarian 3
(518) 457-3502

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Unsatisfactory30**Purpose: **Inspection**DATE/TOA: **10/27/22 11:00 am****ONTARIO COUNTY HUMANE SOCIETY INC
HAPPY TAILS ANIMAL SHELTER
2976 COUNTY RD 48
CANANDAIGUA NY 14424**Inspector: **Ann Marie Brade**Inspector #: **72**

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

- | | |
|---|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | No |
| <i>See remarks</i> | |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

Town - City - Village Information for Inspection:

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

REMARKS:

Also present for the inspection:

Erika Murphy, Shelter Coordinator

Paul Jansen, Senior Maintenance Mechanic, Ontario County Buildings & Grounds

The floor drains in every kennel are completely rusted. Mr. Jansen reviewed the various options researched to correct the issue moving forward. A tentative solution has been decided upon to correct the issue, as well as, a long-term maintenance schedule to maintain the repair.

The guillotine doors in every kennel have rust one them and need maintenance, except one. Kennel #24 has a custom galvanize stainless steel guillotine door and new tracking for the door installed. Mr. Jansen stated these will be installed in all of the kennels moving forward.

The cinder blocks in the kennel area are not sealed and porous. Grout repairs have been done to correct the missing grout present at the previous inspection. It is recommended that porous surfaces be sealed to prevent further water damage and allow for thorough sanitation. It would also allow for a quicker drying time and alleviate extended damp conditions in the housing area. Mr. Jansen discussed the options that are currently being researched for sealing the cinder blocks.

REPRESENTATIVE PRESENT FOR INSPECTION: **William Martin**
TITLE: **Shelter Director**

REVIEWED BY: **Emily Cacchione**
REVIEWED DATE: **10/31/2022**

sreynolds@townofcanandaigua.org

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Monday, November 14, 2022 8:03 AM
To: Sarah Reynolds
Subject: FW: Newsletter article

For communication binder please

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)337-4728

From: Lois Golbeck (loisnevinger@gmail.com) <loisnevinger@gmail.com>
Sent: Wednesday, November 9, 2022 12:17 PM
To: Town Manager <dfinch@townofcanandaigua.org>
Subject: Newsletter article

Hi Doug,

I just read your piece in the newsletter this month and wanted to let you know how much I loved and appreciated it! How different our country and our world would be right now if more people viewed each other as being included and part of the team rather than as the enemy!
It's coincidental that I read it the day after such an important national election!
Enjoy this beautiful sunshine and mild temps while you can!

Thank you for all you do to make our town great!

Lois Golbeck

Town of Canandaigua

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

Established 1791

November 9, 2022

To: All Town Residents

From: Jared Simpson, Town Supervisor

Regarding: Water quality in the Town of Canandaigua

It has come to my attention that there has been some confusion regarding water quality in the Town of Canandaigua. Last week we had a congruence of events that made things rather confusing.

Last week, a letter was mailed to all residents who receive water from the Town of Canandaigua stating that our water tested at higher than allowable trihalomethane levels (THM's Levels). We, along with all municipalities in Ontario County that purchase treated water from the City of Canandaigua received these violation notices. We are working with the City of Canandaigua to remedy this situation, as there are some infrastructure upgrades that must happen. In the meantime, we will be regularly flushing our water transmission lines to keep the T Levels in the allowable range.

At about the same time people received these letters in the mail, we had a major water main break on Route 332 in Uptown Canandaigua. This water main break occurred in the Canandaigua-Farmington Water District and our highway department worked diligently with the Town of Farmington to isolate and quickly fix the problem. After the line was fixed and refilled, a very small portion of the immediate area was put on a boil water restriction. Businesses impacted were notified. This restriction was lifted Saturday the 5th after all water tests came back clean.

The fact that these two events happened at roughly the same time created some confusion. The boil water restriction issued for a very small portion of the town was related to the water main break and not the elevated T Levels. The T Levels are being monitored, precautions are being taken, and I can assure you that our water is safe to drink.

Please feel free to share this information with anyone living in the town. As always, if you have any questions, please reach out at any time.

Jared Simpson, Supervisor
Town of Canandaigua

ATTACHMENT 2

Reports
of
Officials &
Department Heads

Town Clerk Report for the November 21, 2022, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of October 2022 totaled \$342,479.57. (see attached).
2. **Levy of Unpaid Water and Sewer Bills:** At the close of business on Monday, October 31, all unpaid water bills and sewer bills were closed. Any outstanding balances at the close of business were levied to the property owners 2023 County / Town tax bill. A reminder note was included on the individual October water bills. There is a resolution on the Town Board agenda approving the levy amounts for each district. I would like to thank Courtney Aten for her assistance in compiling the Town's water levy information – she did a great job.
3. **Upcoming Holiday Office Hours:**
 - A. Thanksgiving: The Town Clerk's office will be closing at 4:00 p.m. on Wednesday November 23 and will re-open on Monday, November 28 at 8:00 a.m.
 - B. Wednesday, December 7, the Town Clerk's office will be closed from 11:00 a.m. to 2:30 p.m. as the clerk's will be attending their OC Municipal Clerk's Association annual meeting and luncheon.
 - C. Christmas Holiday Observance: Friday, December 23 the Town Clerk's office will be closed for the holiday weekend and will re-open on Tuesday, December 27 at 8:00 a.m.
 - D. New Year's Holiday Observance: The Town Clerk's office will be closed on Monday, January 2, 2023, in observance of the New Year's holiday and will re-open Tuesday, January 3 at 8:00 a.m.
4. **Resolutions:**
 - A. To allow CNB to accept tax payments during the month of January 2023
 - B. To levy unpaid water and sewer bills to the 2023 tax bills
 - C. Xpress-Pay (Systems East Inc.) debit / credit card agreement for Town / County tax bills starting January 1, 2023

Please let me know if you have any questions.

Submitted by,

Jean Chrisman
Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Marriage Lic.	Marriage License Fees	7	122.50
		Sub-Total:		\$122.50
AA100..2001	Cabins / Halls / Pavillions	Onanda Halls/Lodging	18	3,980.00
		Sub-Total:		\$3,980.00
AA100.0380	AR Charge Back Billing	AR Charge Back Billing	1	1,822.50
		Sub-Total:		\$1,822.50
AA100.1255	Conservation	Conservation	9	20.43
	Misc. Fees	Marriage Cert	34	340.00
		Sub-Total:		\$360.43
AA100.1603	Misc. Fees	Death Cert	19	190.00
		Sub-Total:		\$190.00
AA100.2001	BYS Fee	BYS Fee	16	80.00
	Cart Fee	CC Cart Fee	27	1.35
	Credit Card Processing Fee	Credit Card Processing Fee	26	126.60
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	2	1,020.00
	Onanda Park Pavilion	Onanda Park Pavilions	2	195.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	7	1,000.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	2	90.00
	Park Rentals	Onanda Cabin Residential Weekly	1	425.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekday	14	350.00
		WL Schoolhouse Weekend	3	160.00
		Sub-Total:		\$3,447.95
AA100.2110	Plan & Zone	Zoning Fee	9	1,083.33
	Shrot-Term Rental Registration	Short-Term Rental Registration	5	150.00
		Sub-Total:		\$1,233.33
AA100.2120	Plan & Zone	Soil Erosion	4	600.00
		Sub-Total:		\$600.00
AA100.2148	Misc. Fees	Returned Check Fee	1	20.00
		Sub-Total:		\$20.00
AA100.2544	Dog Licensing	Female, Spayed	50	950.00
		Female, Unspayed	5	135.00
		Male, Neutered	59	1,121.00
		Male, Unneutered	8	216.00
	Late Fees	Late Fees	36	180.00
		Sub-Total:		\$2,602.00
AA100.2590	Building Fee	Building Fee	58	25,669.60
	Plan & Zone	Site Development	2	150.00
		Sub-Total:		\$25,819.60
AA100.2591	Misc. Fees	Transfer Coupons	1244	2,488.00
		Sub-Total:		\$2,488.00

Account#	Account Description	Fee Description	Qty	Local Share
CM100-2001	Plan & Zone	Parks And Recreation	4	13,000.00
		Sub-Total:		\$13,000.00
SW500.2140	Rents Payments	Rents Payments	86	283,406.65
		Sub-Total:		\$283,406.65
SW500.2142	Water Sales	Water Sales	8	475.25
		Sub-Total:		\$475.25
SW500.2148	Penalty	Penalty	49	2,217.29
		Sub-Total:		\$2,217.29

Total Local Shares Remitted: \$341,785.50

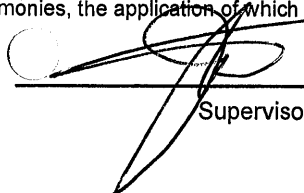

Amount paid to: NYS Ag. & Markets for spay/neuter program 148.00
 Amount paid to: NYS Environmental Conservation 388.57
 Amount paid to: State Health Dept. For Marriage Licenses 157.50

Total State, County & Local Revenues: \$342,479.57

Total Non-Local Revenues: \$694.07

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 11-2-22 Town Clerk Date 11/2/2022

NYS DOH Marriage	Ck # 2601	\$157.50
NYS Ag Markets (dog)	Ck # 2602	\$148.00
NYS DEC (decals)	EFT	\$388.57
Pymt To Town Park & Rec Fees	Ck # 2603	\$13,000.00
Original Pymt To Town		\$328,785.50
Infintech (Credit Card Charges)		\$251.91
Merchant Solutions (Book your Site)		\$38.45
OC Water Pymt into General Fund		\$111.36
Total W/drawals from TC Ckg Act		\$401.72
Pymt to Town Receipts	Ck # 2604	\$328,383.78
Total of Checks Written/Transfer:		\$342,479.57

Automatically W/D from TC Chkg Act (10/5/2022)
 Automatically W/D from TC Chkg Act (10/17/2022)
 Deposited into Town Gen Act on 7/13/2022



TRAFFIC REPORT



During the Month of October 2022, Deputies continued to work the Enhanced Law Enforcement traffic patrol in the Town of Canandaigua. During this time, Deputies worked a total of 45 hours conducting traffic operations. Combined, they initiated 72 traffic stops and issued 50 citations consisting of the following:

State Route 332 - 39 citations

- 20 Speed in Zone
- 8 speed over 55
- 3 illegal tint
- 1 broken windshield
- 2 uninspected vehicle
- 1 AUO 3rd (MISD)
- 1 unregistered vehicle
- 1 cell phone
- 1 failed to change address
- 1 unapproved helmet

County Road 28 - 1 citation

- 1 illegal tint

Canandaigua Farmington Town Line - 2 citations

- 1 speed in zone
- 1 cell phone

State Route 21 - 2 citation

- 2 speed over 55

Cooley Road - 2 citations

- 1 speed over 55
- 1 failed to change address

County Road 32- 1 citation

- 1 illegal tint

New Michigan - 3 citation

- 2 speed over 55
- 1 failed to change address

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

- assisted patrol with a hang up 911
- assisted patrol with a missing child
- assisted patrol with a mental hygiene arrest

Respectfully,

Sergeant Dana Egburtson



Year:

Easement Monitoring Report

Name of Landowner:

Address:

Phone:

Email:

Location of property, if other than mailing address.

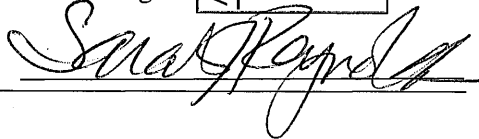
Is this a new landowner? Year easement established: Acreage:

Visit Details

Date of visit:

Hours spent monitoring:

Monitor name:

Monitor signature: 

Pre-Visit Research

Did monitor(s) review easement terms and history?

If "no," please explain:

This easement was established in December 2021 so this is the first monitoring visit. Therefore there is no previous history to review and the easement language is recent with no changes. Review wasn't necessary.

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

If "no," please explain:

Monitoring Visit Accomplishments

Met with landowner?

Walked developed area?

Walked boundaries?

Are boundaries well marked?

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

The majority of the property is visible from the road. The property is bisected by a road so much of this visit was done from the vehicle with some on foot. And because most of the acreage is farmed, visibility to the rear of the property boundaries is fairly clear. Survey markers from 2021 are still in place.

Walked trails & woods roads?

Walked interior of property?

Monitored property from air?

Walked road frontage?

Headline Report

Were any potential violations found on the property?

No

If "yes," please explain the issue and recommended action:

Is any activity planned that might affect the easement in the future?

Yes

If "yes," please explain the issue and recommended action:

The landowner is currently demolishing the old dairy barn on the north end of the property. This was discussed prior to the easement closing so the Town was aware of these plans already. Landowner has no immediate plans for replacement at the current time. Possible projects for that space in the future may include a new barn for cattle. The location is within the designated farmstead area and will not have any impact on the remaining acreage.

Potential Threats

Describe any evidence of potential threats or problems in this property (e.g. uses of abutting land, nearby roads, etc.)

There are no actual or anticipated threats at this time. The property is in an area currently dominated by farms.

Do you have reason to believe that there has been or will be any development (whether permitted or otherwise) on this property?

Yes

If "yes," please explain:

See previous note about the demolition of the old dairy barn and potential re-build. The demo and the potential plans are permitted and in accordance with the easement language.

Landowner Issues

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

None.

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

No

If "yes," please explain:

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

Wildlife Sightings or Other Observations

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

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

Additional Comments/Recommendations

Either in 2023 or 2024 a full property tour may be helpful, as a repeat of the initial BDR tour in 2021.

Investment Authorization

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

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

The following individuals do hereby authorize the investment of \$2,009,688.82

☒ For a term of 30 days at a rate of 3.500% interest at CNB.

☐ Into a NYCLASS investment account.

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

General Fund Open Space Colga Cons
AA100.0242.00000 \$1,004,844.41, AA1234.0242.00000 \$502,422.21, SW500.0242.00000

\$502,422.20

Authorized by the following individuals (2 required):

Signature: [Signature]

Name: Doug Finch

Title: Town Manager

Date: 10-20-2022

Signature: [Signature]

Name: Jessica Mull

Title: Finance Clerk

Date: 10-20-2022

The Canandaigua National Bank and Trust Company

Certificate of Deposit Account

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

This account is non-negotiable and non-transferable

Member
FDIC

Account Number ***** 2173

Customer Name and Address

Town of Canandaigua

5440 State Route 5 And 20

Canandaigua, NY 14424-9327

Issue Date
10-18-2022

Term
30 Days

Amount \$2,009,688.82

Interest Payment
At Maturity

Mailing Address

5440 State Route 5 And 20

Canandaigua NY 14424-9327

Interest Payment Method
Simple

Renewal Option
Non-Renewable

Form of Ownership
Municipal

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

By: Mary Kay Bashaw

(Bank Representative)

Rate Information

The interest rate for your certificate is **3.500** with an annual percentage yield of **3.55**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **11-16-2022**. Interest will be paid at maturity.

Balance Computation Method

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

Minimum Balance Requirements

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

Early Withdrawal Penalties

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

Transaction Limits

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

Renewal Policies

Non-automatically Renewable: This account will not automatically renew at maturity. The account will not continue to earn interest after the maturity date.

Accrual of Interest on Non-cash Deposits

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

Investment Authorization

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

To: Town of Canandaigua Town Board

Authorized Banks of the Town of Canandaigua

(Canandaigua National Bank, Lyons National Bank, NYCLASS, or American Deposits)

The following individuals do hereby authorize the investment of \$ 2,000,000.00

☒ For a term of 30 days at a rate of 3.6 % interest at CNB.

☐ Into a NYCLASS investment account.

☐ Into an American Deposits investment account.

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

Fund (A100) = \$1,000,000.00, Highway Fund (DA100) = \$500,000.00,
CCWD Fund (SW500) = \$500,000.

Authorized by the following individuals (2 required):

Signature: [Signature]

Name: Kate Silverstrim-Jensen

Title: Finance Clerk II

Date: 10/24/2022

Signature: [Signature]

Name: Doug Finch

Title: Town Manager

Date: 10/24/2022

Town of Canandaigua

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

MEMO

To: Canandaigua Town Board Date: November 14, 2022
From: Jessica Mull, Finance Clerk II
Re: October 2022 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through October 31, 2022.

REVENUES

Receipts recorded for October total \$613,508.49 and include the following:

- Town Clerk - \$63,072.00
- 3rd Quarter Sales Tax - \$1,652,288.16
- Justice Fees - \$14,371.00
- Development Office - \$11,182.50 applied against accounts receivable
- Refunds and/or Reimbursements - \$20,927.41
- Sureties - \$17,668.20
- Metal Recycling - \$1,465.72
- Other - \$384.54

EXPENDITURES

We expect the available balance in each fund to be about 16.70% at the end of October.

- General Fund (AA100) – Expenditures to date are \$4,983,180.03 against a budget of \$5,892,500.00 which leaves 15.43% available.
- Highway Fund (DA100) – Expenditures to date are \$3,491,922.01 against a budget of \$4,789,612.00 which leaves 27.09% available.
- Water Fund (SW500) – Expenditures to date are \$1,101,948.34 against a budget of \$1,827,758.00 which leaves 39.71% available.



Town of Canandaigua , NY

Budget Report

Account Summary

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND							
Revenue							
AA100.1001.00000	REAL PROPERTY TAXES	575,000.00	575,000.00	0.00	575,000.00	0.00	0.00 %
AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	25,808.00	25,808.00	0.00	26,217.49	409.49	101.59 %
AA100.1090.00000	PENALTY ON TAXES	11,000.00	11,000.00	0.00	12,931.89	1,931.89	117.56 %
AA100.1120.00000	NON PROPERTY SALES TAX	2,000,000.00	2,000,000.00	1,652,288.16	2,395,335.03	395,335.03	119.77 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	85,000.00	85,000.00	0.00	95,267.44	10,267.44	112.08 %
AA100.1255.00000	TOWN CLERK FEES	1,900.00	1,900.00	1,650.43	4,542.03	2,642.03	239.05 %
AA100.1603.00000	VITAL STATISTICS FEE	5,000.00	5,000.00	300.00	3,585.00	-1,415.00	28.30 %
AA100.2001.00000	PARK & RECREATION FEES	120,000.00	120,000.00	18,862.96	128,440.78	8,440.78	107.03 %
AA100.2110.00000	ZONING FEES	50,000.00	50,000.00	1,909.97	30,526.62	-19,473.38	38.95 %
AA100.2120.00000	SOIL EROSION CONTROL	6,000.00	6,000.00	750.00	5,250.00	-750.00	12.50 %
AA100.2148.00000	RETURNED CHECK FEE	60.00	60.00	20.00	80.00	20.00	133.33 %
AA100.2192.00000	CEMETERY SERVICES	350.00	350.00	0.00	0.00	-350.00	100.00 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	25,000.00	25,000.00	1,000.00	27,500.00	2,500.00	110.00 %
AA100.2401.00000	INTEREST & EARNINGS	1,000.00	1,000.00	4,058.54	14,238.44	13,238.44	1,423.84 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	17,910.00	17,910.00	900.00	15,330.00	-2,580.00	14.41 %
AA100.2544.00000	DOG LICENSES	25,000.00	25,000.00	4,998.00	21,001.00	-3,999.00	16.00 %
AA100.2590.00000	SITE DEVELOPMENT FEES	75,000.00	75,000.00	61,753.60	154,105.10	79,105.10	205.47 %
AA100.2591.00000	TRANSFER STATION FEES	25,002.00	25,002.00	4,982.00	22,684.00	-2,318.00	9.27 %
AA100.2610.00000	FINES & FORFEITED BAIL	95,000.00	95,000.00	14,371.00	65,607.75	-29,392.25	30.94 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	1,465.72	18,479.96	3,479.96	123.20 %
AA100.2665.00000	SALE OF EQUIPMENT	23,000.00	23,000.00	0.00	0.00	-23,000.00	100.00 %
AA100.2680.00000	INSURANCE RECOVERIES	150.00	150.00	0.00	0.00	-150.00	100.00 %
AA100.2701.00000	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	28.84	28.84	0.00 %
AA100.2705.00000	GIFTS & DONATIONS	1,000.00	3,000.00	0.00	3,700.00	700.00	123.33 %
AA100.2750.00000	AIM-RELATED PAYMENTS	25,000.00	25,000.00	0.00	28,151.00	3,151.00	112.60 %
AA100.2770.00000	MISCELLANEOUS INCOME	0.00	0.00	14.04	108.25	108.25	0.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	300,000.00	300,000.00	0.00	313,276.59	13,276.59	104.43 %
AA100.3040.00000	NYS AID TAX/ASSESSMENTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
AA100.3089.00000	ST AID.OTHER	265,000.00	265,000.00	0.00	0.00	-265,000.00	100.00 %
AA100.4089.00000	FEDERAL AID, OTHER	0.00	0.00	1,159,176.00	1,159,176.00	1,159,176.00	0.00 %
AA100.5031.0000R	TRANSFER FROM RESERVE	93,000.00	163,000.00	0.00	70,000.00	-93,000.00	57.06 %
AA100.5031.000CM	INTERFUND TRANSFERS.PARK FUND	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FOR ...	834,320.00	1,934,320.00	0.00	1,100,000.00	-834,320.00	43.13 %
Revenue Total:		4,720,500.00	5,892,500.00	2,928,500.42	6,290,563.21	398,063.21	6.76 %
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	21,484.00	21,484.00	1,239.48	14,667.18	6,816.82	31.73 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	3,000.00	3,000.00	0.00	1,096.87	1,903.13	63.44 %
AA100.1110.110.00000	JUSTICES.ELECTED	52,906.00	52,906.00	4,069.68	42,731.64	10,174.36	19.23 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, FT	53,040.00	53,040.00	4,080.00	42,840.00	10,200.00	19.23 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	5,000.00	2,000.00	65.70	807.13	1,192.87	59.64 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	5,000.00	8,000.00	1,066.75	4,296.75	3,703.25	46.29 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	8,050.00	8,050.00	0.00	3,358.99	4,691.01	58.27 %
AA100.1110.401.00000	JUSTICES.CONTR.COURTSECURITY	12,500.00	12,500.00	0.00	6,236.23	6,263.77	50.11 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	21,224.00	21,224.00	1,632.62	17,142.51	4,081.49	19.23 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,000.00	2,000.00	153.84	1,461.48	538.52	26.93 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	2,000.00	2,000.00	0.00	108.35	1,891.65	94.58 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVIC...	132,613.00	132,613.00	10,201.00	107,110.50	25,502.50	19.23 %
AA100.1230.120.00000	TOWN MGR.ADMINISTRATIVE AIDE ...	34,216.00	34,216.00	2,402.88	24,510.55	9,705.45	28.37 %
AA100.1230.144.00000	TOWN MGR. CLERK FINANCE P/T	65,805.00	65,805.00	5,061.92	53,150.16	12,654.84	19.23 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1230.145.00000	TOWN MGR.FINANCE CLERK F/T	24,001.00	24,001.00	4,000.00	5,000.00	19,001.00	79.17 %
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPME...	3,850.00	3,850.00	0.00	0.00	3,850.00	100.00 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	9,510.00	9,510.00	155.31	5,436.09	4,073.91	42.84 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	16,000.00	16,000.00	0.00	16,000.00	0.00	0.00 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,000.00	3,750.00	0.00	2,871.25	878.75	23.43 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	750.00	1,000.00	30.11	667.27	332.73	33.27 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	65,520.00	65,520.00	3,076.92	32,891.35	32,628.65	49.80 %
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	4,501.00	39,733.00	3,882.00	25,102.00	14,631.00	36.82 %
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	1,752.00	1,752.00	0.00	1,237.50	514.50	29.37 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	228.28	271.72	54.34 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	30,180.00	30,180.00	1,285.31	13,555.90	16,624.10	55.08 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACTU...	900.00	900.00	0.00	145.48	754.52	83.84 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	66,583.00	66,583.00	5,121.76	53,778.48	12,804.52	19.23 %
AA100.1410.131.00000	TOWN CLERK.DEPUTY #1	40,666.00	40,666.00	2,806.56	24,285.50	16,380.50	40.28 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY #2	23,704.00	40,704.00	2,940.25	27,894.11	12,809.89	31.47 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	3,350.00	3,350.00	0.00	539.62	2,810.38	83.89 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	18,920.00	18,920.00	250.49	11,218.16	7,701.84	40.71 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	21,750.00	21,750.00	0.00	10,434.07	11,315.93	52.03 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COORD..	71,400.00	71,400.00	5,492.30	57,669.15	13,730.85	19.23 %
AA100.1430.141.00000	PERSONNEL.CLERK P/T	16,000.00	15,457.00	1,113.08	10,859.22	4,597.78	29.75 %
AA100.1430.142.00000	PERSONNEL.CLERK P/T	1.00	544.00	0.00	544.00	0.00	0.00 %
AA100.1430.200.00000	PERSONNEL.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1430.410.00000	PERSONNEL.CONTRACTUAL	3,920.00	3,920.00	161.05	2,218.95	1,701.05	43.39 %
AA100.1430.420.00000	PERSONNEL.EAP HUMAN RESOURCE	1,300.00	1,300.00	0.00	1,243.20	56.80	4.37 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	52,500.00	89,000.00	5,074.35	43,165.70	45,834.30	51.50 %
AA100.1440.406.00000	ENGINEERING. SEWERS	30,500.00	30,500.00	420.00	8,230.00	22,270.00	73.02 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	10,500.00	10,500.00	0.00	90.07	10,409.93	99.14 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL.E...	17,000.00	17,000.00	0.00	16,500.00	500.00	2.94 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRACT...	14,800.00	14,800.00	2,107.90	6,421.36	8,378.64	56.61 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.CO...	3,900.00	3,900.00	39.99	623.93	3,276.07	84.00 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	146,502.00	80,937.00	3,343.20	21,019.89	59,917.11	74.03 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	4,000.00	4,000.00	852.34	2,419.14	1,580.86	39.52 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTILI...	46,000.00	46,000.00	2,769.07	31,780.05	14,219.95	30.91 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR.U...	75,000.00	75,000.00	3,004.02	50,050.68	24,949.32	33.27 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY.G...	37,250.00	37,250.00	2,158.45	25,838.33	11,411.67	30.64 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	33,500.00	32,500.00	1,828.02	17,743.13	14,756.87	45.41 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTUAL	14,500.00	14,500.00	6,173.66	11,956.30	2,543.70	17.54 %
AA100.1680.125.00000	CENTRAL DATA PROCESSING..PT PER...	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIPM...	23,250.00	23,250.00	0.00	10,443.62	12,806.38	55.08 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	78,360.00	78,360.00	3,943.16	51,895.69	26,464.31	33.77 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	110,000.00	110,000.00	24,507.00	88,196.30	21,803.70	19.82 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
AA100.1940.200.00000	PURCHASE OF LAND/RIGHT OF WAY....	0.00	70,000.00	0.00	69,886.24	113.76	0.16 %
AA100.1990.400.00000	CONTINGENCY	98,776.00	16,237.84	0.00	0.00	16,237.84	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	29,000.00	29,000.00	0.00	7,762.14	21,237.86	73.23 %
AA100.3189.200.00000	OTHER TRAFFIC SAFETY	57,500.00	57,500.00	0.00	0.00	57,500.00	100.00 %
AA100.3310.200.00000	TRAFFIC.CAPITAL.EQUIPMENT	25,001.00	5,001.00	0.00	0.00	5,001.00	100.00 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	100,000.00	100,000.00	0.00	74,743.70	25,256.30	25.26 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	30,000.00	30,000.00	0.00	27,633.00	2,367.00	7.89 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	3,000.00	3,000.00	0.00	2,000.00	1,000.00	33.33 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	11.95	388.05	97.01 %
AA100.4540.400.00000	AMBULANCE CONTRACTUAL	9,000.00	9,000.00	0.00	9,000.00	0.00	0.00 %
AA100.5010.110.00000	HIGHWAY SUPT.ELECTED	54,500.00	54,500.00	4,192.30	44,019.15	10,480.85	19.23 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	5,000.00	5,000.00	384.62	4,038.51	961.49	19.23 %
AA100.5010.130.00000	HIGHWAY.P/T CLERK	24,399.00	0.00	0.00	0.00	0.00	0.00 %
AA100.5010.131.00000	HIGHWAY.SENIOR CLERK	1.00	24,400.00	1,638.76	20,977.23	3,422.77	14.03 %
AA100.5182.200.00000	STREET LIGHTS RT 332	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	26,000.00	26,000.00	2,723.53	21,743.95	4,256.05	16.37 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.6410.410.00000	PUBLICITY.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.6410.420.00000	PUBLICITY.PARK	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTRA...	25,001.00	25,001.00	0.00	25,000.00	1.00	0.00 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	7,320.00	13,120.00	0.00	12,471.13	648.87	4.95 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.7110.130.00000	PARK.LABORER F/T	78,081.00	78,081.00	6,222.61	57,182.13	20,898.87	26.77 %
AA100.7110.131.00000	SEASONAL.ONANDA PERSONAL SERV...	59,317.00	59,317.00	2,032.38	50,903.97	8,413.03	14.18 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	11,907.00	11,907.00	0.00	9,770.18	2,136.82	17.95 %
AA100.7110.143.00000	PARK.LABORERS P/T SEASONAL	45,500.00	45,500.00	4,928.98	19,810.13	25,689.87	56.46 %
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANCE....	195,769.00	195,769.00	469.65	11,591.73	184,177.27	94.08 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PARKS...	10,004.00	10,004.00	0.00	3,543.24	6,460.76	64.58 %
AA100.7110.400.00000	PARK.CONTRACTUAL	106,063.00	113,063.00	10,189.98	94,074.20	18,988.80	16.79 %
AA100.7110.402.00000	PARKS.LANDSCAPING	6,080.00	7,080.00	115.14	5,965.43	1,114.57	15.74 %
AA100.7110.404.00000	PARKS AUBURN TRAIL	12,500.00	12,500.00	957.78	1,808.20	10,691.80	85.53 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEGUA...	42,500.00	36,700.00	0.00	28,228.00	8,472.00	23.08 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTRA...	5,330.00	3,230.00	0.00	3,024.07	205.93	6.38 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIE NIGHT	2,500.00	3,100.00	0.00	2,037.10	1,062.90	34.29 %
AA100.7140.410.00000	PLAYGROUND/RECREATION.DAY CA...	30,000.00	30,000.00	0.00	20,000.00	10,000.00	33.33 %
AA100.7450.410.00000	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
AA100.7510.120.00000	HISTORIAN.PERSONAL SERVICES	3,570.00	3,570.00	0.00	2,677.50	892.50	25.00 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	750.00	750.00	59.18	204.24	545.76	72.77 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	5,500.00	5,500.00	202.97	672.34	4,827.66	87.78 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	2,502.00	2,502.00	175.50	365.89	2,136.11	85.38 %
AA100.7989.400.00000	FLTV 12.SUPPORT	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.8010.120.00000	PLANNER.PERSONAL SVCS	58,816.00	58,816.00	4,524.30	47,505.15	11,310.85	19.23 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	17,747.00	17,747.00	773.22	5,321.87	12,425.13	70.01 %
AA100.8010.144.00000	ZONING..CLERK P/T	35,360.00	13,360.00	0.00	7,948.00	5,412.00	40.51 %
AA100.8010.146.00000	ZONING.SENIOR CLERK	48,797.00	13,565.00	0.00	13,564.99	0.01	0.00 %
AA100.8010.200.00000	ZONE.PLANNER.CAPITAL.EQUIPMENT	20,000.00	20,000.00	0.00	6,247.00	13,753.00	68.77 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	1,861.00	1,861.00	32.30	549.10	1,311.90	70.49 %
AA100.8010.420.00000	ZONING.PLANNER.CONTRACTUAL	3,520.00	3,520.00	132.30	2,670.70	849.30	24.13 %
AA100.8020.120.00000	PLANNING BOARD.PERSONAL SERVIC...	14,306.00	14,306.00	0.00	10,729.50	3,576.50	25.00 %
AA100.8020.140.00000	PB STENOGRAPHER P/T.PERSONAL S...	6,300.00	6,300.00	407.96	4,276.32	2,023.68	32.12 %
AA100.8020.150.00000	ECB.PERSONAL SERVICES	4,200.00	4,200.00	0.00	3,000.00	1,200.00	28.57 %
AA100.8020.160.00000	PLANNING.SECRETARY STENOGRAPH...	4,700.00	11,200.00	1,142.40	7,222.11	3,977.89	35.52 %
AA100.8020.400.00000	PLANNING BOARD.CONTRACTUAL	7,500.00	13,500.00	412.76	11,465.29	2,034.71	15.07 %
AA100.8020.405.00000	PLANNING.CIC CONTRACTUAL	1,400.00	1,400.00	59.87	211.05	1,188.95	84.93 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRACT...	1,500.00	1,500.00	0.00	-330.00	1,830.00	122.00 %
AA100.8020.424.00000	PLANNING.UPTOWN	11,250.00	11,250.00	0.00	5,225.00	6,025.00	53.56 %
AA100.8020.428.00000	PLANNING.HISTORICAL PROJECT TE...	750.00	750.00	0.00	40.02	709.98	94.66 %
AA100.8020.431.00000	PLANNING.AFFORDABLEHOUSING	1,500.00	1,500.00	0.00	-10,000.00	11,500.00	766.67 %
AA100.8020.450.00000	PLANNING.ECB.CONTRACTUAL	1,200.00	1,200.00	0.00	501.68	698.32	58.19 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERSON...	5,691.00	5,691.00	0.00	3,559.50	2,131.50	37.45 %
AA100.8040.140.00000	ZONING BOARD OF APPEALS SECRET...	1,500.00	0.00	0.00	0.00	0.00	0.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONTR...	4,000.00	4,000.00	87.62	2,323.90	1,676.10	41.90 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	502.00	502.00	0.00	165.00	337.00	67.13 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSONAL...	106,960.00	106,960.00	4,489.60	51,237.60	55,722.40	52.10 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PER...	38,000.00	38,000.00	2,846.25	31,407.00	6,593.00	17.35 %
AA100.8160.200.00000	WASTE & RECYCLING EQUIPMENT	135,540.00	129,640.00	29,766.00	99,733.07	29,906.93	23.07 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUAL	96,000.00	101,900.00	10,662.63	72,626.01	29,273.99	28.73 %
AA100.8664.121.00000	CODE ENFORCEMENT	71,219.00	71,219.00	5,478.38	57,522.99	13,696.01	19.23 %
AA100.8664.122.00000	CODE ENFORCEMENT	18,016.00	18,016.00	1,396.42	12,600.29	5,415.71	30.06 %
AA100.8664.124.00000	CODE ENFORCEMENT	64,601.00	64,601.00	4,969.30	52,177.65	12,423.35	19.23 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQUI...	27,000.00	27,000.00	0.00	0.00	27,000.00	100.00 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTUAL	4,620.00	4,620.00	94.86	2,165.12	2,454.88	53.14 %
AA100.8710.400.00000	CONSERVATION.PROGRAM.CONTRA...	17,250.00	17,250.00	0.00	1,325.00	15,925.00	92.32 %
AA100.8730.450.00000	FORESTRY TREE ADVISORY BOARD	17,300.00	17,300.00	75.00	375.00	16,925.00	97.83 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	21,200.00	21,200.00	47.79	5,147.75	16,052.25	75.72 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	29,500.00	29,500.00	0.00	28,436.00	1,064.00	3.61 %
AA100.9010.800.00000	NYS RETIREMENT	135,000.00	135,000.00	0.00	0.00	135,000.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	117,000.00	117,000.00	7,878.40	84,975.67	32,024.33	27.37 %
AA100.9040.800.00000	WORKERS COMPENSATION	78,000.00	87,540.00	0.00	87,538.86	1.14	0.00 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	4,127.00	873.00	17.46 %
AA100.9055.800.00000	DISABILITY INSURANCE	2,500.00	2,500.00	0.00	1,142.58	1,357.42	54.30 %
AA100.9060.810.00000	MEDICAL INSURANCE	177,000.00	177,000.00	13,430.09	149,445.81	27,554.19	15.57 %
AA100.9060.811.00000	DENTAL INSURANCE	15,000.00	15,000.00	976.79	11,158.59	3,841.41	25.61 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	5,500.00	615.36	3,846.00	1,654.00	30.07 %
AA100.9060.830.00000	HSA ACCOUNT	47,100.00	52,100.00	869.17	50,992.99	1,107.01	2.12 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL	210,000.00	210,000.00	0.00	0.00	210,000.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST	72,813.00	72,813.00	0.00	36,406.25	36,406.75	50.00 %
AA100.9901.900.0000R	TRANSFER TO RESERVE	0.00	875,000.00	0.00	875,000.00	0.00	0.00 %
AA100.9950.900.00000	INTERFUND TRANSFER.CAPITAL PROJ...	0.00	330,063.16	1,234,176.00	1,489,239.16	-1,159,176.00	-351.20 %
	Expense Total:	4,720,500.00	5,892,500.00	1,476,148.32	4,983,180.03	909,319.97	15.43 %
	Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	1,452,352.10	1,307,383.18	1,307,383.18	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX RE...	0.00	0.00	1,168.73	3,999.90	3,999.90	0.00 %
	Revenue Total:	0.00	0.00	1,168.73	3,999.90	3,999.90	0.00 %
	Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	1,168.73	3,999.90	3,999.90	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE							
Revenue							
AA232.2401.00000	INTEREST & EARNING.BUILDING REPA...	0.00	0.00	505.36	1,723.04	1,723.04	0.00 %
AA232.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	125,000.00	125,000.00	0.00 %
	Revenue Total:	0.00	0.00	505.36	126,723.04	126,723.04	0.00 %
	Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	505.36	126,723.04	126,723.04	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
AA233.2401.00000	INTEREST & EARNING.TECHNOLOGY ...	0.00	0.00	113.29	387.64	387.64	0.00 %
	Revenue Total:	0.00	0.00	113.29	387.64	387.64	0.00 %
	Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	113.29	387.64	387.64	0.00 %
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE R...	0.00	0.00	1,799.68	6,030.84	6,030.84	0.00 %
AA234.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	250,000.00	250,000.00	0.00 %
AA234.9000.00000	APPROPRIATED FUND BALANCE FOR ...	0.00	70,000.00	0.00	70,000.00	0.00	0.00 %
	Revenue Total:	0.00	70,000.00	1,799.68	326,030.84	256,030.84	365.76 %
Expense							
AA234.9901.900.00000	INTERFUND TRANSFER	0.00	70,000.00	0.00	70,000.00	0.00	0.00 %
	Expense Total:	0.00	70,000.00	0.00	70,000.00	0.00	0.00 %
	Fund: AA234 - OPEN SPACE RESERVE Surplus (Deficit):	0.00	0.00	1,799.68	256,030.84	256,030.84	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
Revenue							
AA235.2401.00000	INTEREST & EARNING.NYS RETIREME...	0.00	0.00	458.13	1,567.92	1,567.92	0.00 %
	Revenue Total:	0.00	0.00	458.13	1,567.92	1,567.92	0.00 %
	Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	458.13	1,567.92	1,567.92	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE							
Revenue							
AA237.2401.00000	INTEREST & EARNINGS.BONDED IND...	0.00	0.00	531.04	1,817.50	1,817.50	0.00 %
	Revenue Total:	0.00	0.00	531.04	1,817.50	1,817.50	0.00 %
	Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	531.04	1,817.50	1,817.50	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WASTE...	0.00	0.00	1,974.31	6,743.47	6,743.47	0.00 %
AA238.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	250,000.00	250,000.00	0.00 %
	Revenue Total:	0.00	0.00	1,974.31	256,743.47	256,743.47	0.00 %
	Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	1,974.31	256,743.47	256,743.47	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND							
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	0.00	0.00	13,000.00	59,000.00	59,000.00	0.00 %
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	836.34	2,865.47	2,865.47	0.00 %
	Revenue Total:	0.00	0.00	13,836.34	61,865.47	61,865.47	0.00 %
	Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	13,836.34	61,865.47	61,865.47	0.00 %
Fund: DA100 - HIGHWAY							
Revenue							
DA100.1001.00000	REAL PROPERTY TAXES	865,000.00	865,000.00	0.00	865,000.00	0.00	0.00 %
DA100.1120.00000	NON PROPERTY SALES TAX	2,100,000.00	2,100,000.00	0.00	2,100,000.00	0.00	0.00 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	142,506.00	173,592.00	0.00	143,970.00	-29,622.00	17.06 %
DA100.2303.00000	SALE OF FUEL	2,800.00	2,800.00	881.05	6,579.17	3,779.17	234.97 %
DA100.2401.00000	INTEREST & EARNINGS	1,200.00	1,200.00	816.26	2,087.87	887.87	173.99 %
DA100.2410.00000	RENTAL OF LABOR/INDIVIDUALS	2,500.00	28,511.00	0.00	7,343.17	-21,167.83	74.24 %
DA100.2414.00000	RENTAL OF EQUIPMENT	5,000.00	27,588.00	0.00	1,808.70	-25,779.30	93.44 %
DA100.2665.00000	SALE OF EQUIPMENT	37,000.00	37,000.00	0.00	0.00	-37,000.00	100.00 %
DA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	0.00	1,425.88	1,425.88	0.00 %
DA100.3501.00000	NYS STATE AID CHIPS	297,541.00	451,628.00	0.00	403,689.24	-47,938.76	10.61 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FOR ...	631,189.00	927,293.00	0.00	296,104.00	-631,189.00	68.07 %
DA100.9232.00000	HGWY IMPROVEMENT RESERVE FOR ...	175,000.00	175,000.00	0.00	0.00	-175,000.00	100.00 %
	Revenue Total:	4,259,736.00	4,789,612.00	1,697.31	3,828,008.03	-961,603.97	20.08 %
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	1,500.00	1,500.00	0.00	150.00	1,350.00	90.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	120,000.00	50,000.00	0.00	540.00	49,460.00	98.92 %
DA100.1710.400.00000	HWY.SELF INSURANCE.CONT	12,840.00	12,840.00	718.27	4,281.53	8,558.47	66.65 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	616,807.00	616,807.00	68,899.64	609,087.01	7,719.99	1.25 %
DA100.5110.131.00000	GENERAL REPAIRS.VACATIONBUYBACK	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
DA100.5110.400.00000	GENERAL REPAIRS.CONTRACTUAL	1,300,001.00	1,533,773.00	303,093.21	1,210,854.53	322,918.47	21.05 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	371,006.00	667,110.00	8,719.13	420,804.83	246,305.17	36.92 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL..	265,000.00	172,817.00	42,793.58	164,673.39	8,143.61	4.71 %
DA100.5130.400.00110	MACHINERY.CONTRACTUAL CAR #110	0.00	130.00	0.00	130.00	0.00	0.00 %
DA100.5130.400.00111	MACHINERY.CONTRACTUAL.CAR#111	0.00	245.73	0.00	245.73	0.00	0.00 %
DA100.5130.400.00114	MACHINERY.CONTRACTUAL.CAR#114	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00115	MACHINERY.CONTRACTUAL.CAR#115	0.00	10.00	0.00	10.00	0.00	0.00 %
DA100.5130.400.00201	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	853.29	0.00	853.29	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	2,850.31	1,741.73	2,850.31	0.00	0.00 %
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	1,465.97	0.00	1,465.97	0.00	0.00 %
DA100.5130.400.00205	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	6,456.94	2,364.59	6,456.94	0.00	0.00 %
DA100.5130.400.00206	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	256.16	0.00	256.16	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	19,956.49	9,776.38	19,956.49	0.00	0.00 %
DA100.5130.400.00208	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	623.81	0.00	623.81	0.00	0.00 %
DA100.5130.400.00209	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	529.88	0.00	529.88	0.00	0.00 %
DA100.5130.400.00212	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	2,060.67	1,537.08	2,060.67	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	3,186.10	0.00	3,186.10	0.00	0.00 %
DA100.5130.400.00215	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	7,181.88	0.00	7,181.88	0.00	0.00 %
DA100.5130.400.00216	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	7.90	7.90	7.90	0.00	0.00 %
DA100.5130.400.00217	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	20.32	0.00	20.32	0.00	0.00 %
DA100.5130.400.00218	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	94.67	0.00	94.67	0.00	0.00 %
DA100.5130.400.00233	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	831.77	0.00	831.77	0.00	0.00 %
DA100.5130.400.00234	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	2,381.21	194.82	2,381.21	0.00	0.00 %
DA100.5130.400.00236	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	1,032.61	0.00	1,032.61	0.00	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	1,112.34	0.00	1,112.34	0.00	0.00 %
DA100.5130.400.00238	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	1,296.24	0.00	1,296.24	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	1,874.21	167.15	1,874.21	0.00	0.00 %
DA100.5130.400.00240	MACHINERY.CONTRACTUAL TRUCK #...	0.00	3,953.56	113.77	3,953.56	0.00	0.00 %
DA100.5130.400.00241	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	5,151.06	91.97	5,151.06	0.00	0.00 %
DA100.5130.400.00245	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00247	MACHINERY.CONTRACTUAL.TRUCK #...	0.00	72.82	0.00	72.82	0.00	0.00 %
DA100.5130.400.00313	MACHINERY.CONTRACTUAL.TRAILER ...	0.00	12.00	0.00	12.00	0.00	0.00 %
DA100.5130.400.00324	MACHINERY.CONTRACTUAL.EXCAVA...	0.00	440.47	0.00	440.47	0.00	0.00 %
DA100.5130.400.00326	MACHINERY.CONTRACTUAL.TRACTOR..	0.00	2,983.98	0.00	2,983.98	0.00	0.00 %
DA100.5130.400.00332	MACHINERY.CONTRACTUAL.TRAILER ...	0.00	441.94	0.00	441.94	0.00	0.00 %
DA100.5130.400.00337	MACHINERY.CONTRACTUAL.TRAILER ...	0.00	12.00	0.00	12.00	0.00	0.00 %
DA100.5130.400.00340	MACHINERY.CONTRACTUAL.SWEEPER..	0.00	7,996.17	356.00	7,996.17	0.00	0.00 %
DA100.5130.400.00352	MACHINERY.CONTRACTUAL.FORKLIFT..	0.00	129.96	129.96	129.96	0.00	0.00 %
DA100.5130.400.00353	MACHINERY.CONTRACTUAL.TRAILER ...	0.00	139.32	0.00	139.32	0.00	0.00 %
DA100.5130.400.00362	MACHINERY.CONTRACTUAL.TRAILER ...	0.00	26.95	0.00	26.95	0.00	0.00 %
DA100.5130.400.00363	MACHINERY.CONTRACTUAL.LOADER ...	0.00	196.83	0.00	196.83	0.00	0.00 %
DA100.5130.400.00364	MACHINERY.CONTRACTUAL.MOWER ...	0.00	167.37	0.00	167.37	0.00	0.00 %
DA100.5130.400.00365	MACHINERY.CONTRACTUAL.EXCAVA...	0.00	368.92	0.00	368.92	0.00	0.00 %
DA100.5130.400.00366	MACHINERY.CONTRACTUAL.EXCAVA...	0.00	2,064.68	124.81	2,064.68	0.00	0.00 %
DA100.5130.400.00368	MACHINERY.CONTRACTUAL.MOWER ...	0.00	226.99	0.00	226.99	0.00	0.00 %
DA100.5130.400.00369	MACHINERY.CONTRACTUAL.LOADER ...	0.00	280.00	0.00	280.00	0.00	0.00 %
DA100.5130.400.00370	MACHINERY.CONTRACTUAL.SNOWB...	0.00	455.90	0.00	455.90	0.00	0.00 %
DA100.5130.400.00371	MACHINERY.CONTRACTUAL.LOADER ...	0.00	4,809.36	4,173.44	4,809.36	0.00	0.00 %
DA100.5130.400.00372	MACHINERY.CONTRACTUAL.TRACTOR..	0.00	19.36	0.00	19.36	0.00	0.00 %
DA100.5130.400.00373	MACHINERY.CONTRACTUAL.MOWER ...	0.00	243.78	243.78	243.78	0.00	0.00 %
DA100.5130.400.00374	MACHINERY.CONTRACTUAL.MOWER ...	0.00	69.12	0.00	69.12	0.00	0.00 %
DA100.5130.400.00376	MACHINERY,CONTRACTUAL.WOODC...	0.00	1,157.05	0.00	1,157.05	0.00	0.00 %
DA100.5130.400.00379	MACHINERY.CONTRACTUAL.TRAILER ...	0.00	297.50	0.00	297.50	0.00	0.00 %
DA100.5130.400.00380	MACHINERY.CONTRACTUAL.SKID STE...	0.00	499.56	0.00	499.56	0.00	0.00 %
DA100.5130.400.00404	MACHINERY.CONTRACTUAL.WATER ...	0.00	1,177.72	51.80	1,177.72	0.00	0.00 %
DA100.5130.400.00405	MACHINERY.CONTRACTUAL.WATER ...	0.00	10.00	0.00	10.00	0.00	0.00 %
DA100.5130.400.00500	MACHINERY.CONTRACTUAL.PKTRUCK...	0.00	56.23	0.00	56.23	0.00	0.00 %
DA100.5130.400.00501	MACHINERY.CONTRACTUAL.PKTRUCK...	0.00	1,132.29	0.00	1,132.29	0.00	0.00 %
DA100.5130.400.00502	MACHINERY.CONTRACTUAL.PARKS T...	0.00	20.00	0.00	20.00	0.00	0.00 %
DA100.5130.400.00503	MACHINERY.CONTRACTUAL.PARK TR...	0.00	124.67	0.00	124.67	0.00	0.00 %
DA100.5130.400.00504	MACHINERY.CONTRACTUAL.PK UTV ...	0.00	119.14	0.00	119.14	0.00	0.00 %
DA100.5130.400.00505	MACHINERY.CONTRACTUAL.PK CART ...	0.00	70.98	0.00	70.98	0.00	0.00 %
DA100.5130.400.00508	MACHINERY.CONTRACTUAL.PKTRUCK...	0.00	678.85	0.00	678.85	0.00	0.00 %
DA100.5130.400.00999	MACHINERY.CONTRACTUAL.CHESHIR...	0.00	2,075.97	0.00	2,075.97	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	190,000.00	260,000.00	18,795.13	198,060.08	61,939.92	23.82 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	454,751.00	454,751.00	0.00	186,284.36	268,466.64	59.04 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	425,000.00	425,000.00	600.00	306,100.30	118,899.70	27.98 %
DA100.9010.800.00000	NYS RETIREMENT	124,000.00	124,000.00	0.00	0.00	124,000.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	75,000.00	75,000.00	5,130.27	61,460.13	13,539.87	18.05 %
DA100.9040.800.00000	WORKERS COMPENSATION	68,000.00	68,000.00	0.00	64,843.60	3,156.40	4.64 %
DA100.9050.800.00000	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
DA100.9055.800.00000	DISABILITY INSURANCE	500.00	551.00	0.00	416.48	134.52	24.41 %
DA100.9060.810.00000	MEDICAL INSURANCE	152,831.00	152,831.00	10,077.34	109,625.36	43,205.64	28.27 %
DA100.9060.811.00000	DENTAL INSURANCE	14,500.00	14,500.00	933.54	12,106.49	2,393.51	16.51 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	6,616.00	461.52	5,461.32	1,154.68	17.45 %
DA100.9060.830.00000	HSA ACCOUNT	52,000.00	49,333.00	19.80	44,989.60	4,343.40	8.80 %
Expense Total:		4,259,736.00	4,789,612.00	481,316.61	3,491,922.01	1,297,689.99	27.09 %
Fund: DA100 - HIGHWAY Surplus (Deficit):		0.00	0.00	-479,619.30	336,086.02	336,086.02	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT RE...	0.00	0.00	768.37	2,623.03	2,623.03	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA230.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	125,000.00	125,000.00	0.00 %
	Revenue Total:	0.00	0.00	768.37	127,623.03	127,623.03	0.00 %
	Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	768.37	127,623.03	127,623.03	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNINGS.HWY IMPROV...	0.00	0.00	821.81	2,805.90	2,805.90	0.00 %
DA232.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	125,000.00	125,000.00	0.00 %
	Revenue Total:	0.00	0.00	821.81	127,805.90	127,805.90	0.00 %
	Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	821.81	127,805.90	127,805.90	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNINGS.SNOW&ICE RE...	0.00	0.00	506.00	1,731.86	1,731.86	0.00 %
	Revenue Total:	0.00	0.00	506.00	1,731.86	1,731.86	0.00 %
	Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	506.00	1,731.86	1,731.86	0.00 %
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBROOK	0.00	0.00	101.45	227.17	227.17	0.00 %
HH100.2401.00031	INTEREST & EARNINGS.HISTORICAL S...	0.00	0.00	8.30	18.63	18.63	0.00 %
HH100.2401.00032	INTEREST & EARNINGS.LGRMIF	0.00	0.00	6.86	18.70	18.70	0.00 %
HH100.2401.00033	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	534.58	534.58	534.58	0.00 %
HH100.2401.00034	INTEREST & EARNINGS.GATEWAY SI...	0.00	0.00	4.08	14.58	14.58	0.00 %
HH100.2401.00035	INTEREST & EARNINGS.UPTOWN INF...	0.00	0.00	45.93	104.34	104.34	0.00 %
HH100.2401.00036	INTEREST & EARNINGS.OUTHUSE W...	0.00	0.00	27.59	49.13	49.13	0.00 %
HH100.2401.00037	INTEREST & EARNINGS.FIRE STATION ...	0.00	0.00	34.59	34.59	34.59	0.00 %
HH100.2401.0026W	INTEREST & EARNINGS.WATER DIST ...	0.00	0.00	0.00	222.91	222.91	0.00 %
HH100.3092.00028	STATE AID CAPITAL.HWA ERADICATI...	0.00	0.00	0.00	6,000.00	6,000.00	0.00 %
HH100.4097.00030	FED AID.CYBERSECURITY.DHSES GRA...	0.00	0.00	0.00	23,162.74	23,162.74	0.00 %
HH100.5031.00027	INTERFUND TRANSFER.PENDLETON P...	0.00	0.00	0.00	4,988.16	4,988.16	0.00 %
HH100.5031.00033	INTERFUND TRANFER.ARP FUNDS	0.00	0.00	1,159,176.00	1,159,176.00	1,159,176.00	0.00 %
HH100.5031.00034	INTERFUND TRANSFER.GATEWAY SI...	0.00	0.00	0.00	25,075.00	25,075.00	0.00 %
HH100.5031.00035	INTERFUND TRANSFER.UPTOWN INF...	0.00	0.00	0.00	125,000.00	125,000.00	0.00 %
HH100.5031.00037	INTERFUND TRANSFER.FIRE STATION ...	0.00	0.00	75,000.00	75,000.00	75,000.00	0.00 %
HH100.5031.20036	INTERFUND TRANSFER.OUTHUSE W...	0.00	0.00	0.00	100,000.00	100,000.00	0.00 %
	Revenue Total:	0.00	0.00	1,234,939.38	1,519,626.53	1,519,626.53	0.00 %
Expense							
HH100.1380.400.0026W	FISCAL AGENT FEES.CONTRACTUAL....	0.00	0.00	0.00	4,276.46	-4,276.46	0.00 %
HH100.1420.400.00027	LEGAL.CONTRACTUAL.PENDLETON F...	0.00	0.00	0.00	947.00	-947.00	0.00 %
HH100.1440.202.00036	ENGINEERING.OUTHUSE WEST.PHA...	0.00	0.00	0.00	16,615.20	-16,615.20	0.00 %
HH100.1460.100.00032	RECORDS MGMT.PERSONAL SERVICES..	0.00	0.00	0.00	2,670.00	-2,670.00	0.00 %
HH100.1460.400.00032	RECORDS MGMT.CONT.LGRMIF	0.00	0.00	0.00	11,730.07	-11,730.07	0.00 %
HH100.1680.201.00030	DATA.CYBERSECURITY.PLANNING	0.00	0.00	0.00	12,500.00	-12,500.00	0.00 %
HH100.3310.200.00034	TRAFFIC.CAPITAL.GATEWAY SIGNS	0.00	0.00	8,500.03	28,240.03	-28,240.03	0.00 %
HH100.7110.202.00036	PARK CAPITAL.OUTHUSE WEST.PHA...	0.00	0.00	1,543.75	23,583.95	-23,583.95	0.00 %
HH100.7110.402.00028	PARKS-TREES & LANDSCAPE.CONT.H...	0.00	0.00	2,250.00	2,250.00	-2,250.00	0.00 %
HH100.8310.205.0026W	WATER ADMIN.MOBILIZATION & GEN...	0.00	0.00	0.00	39,910.00	-39,910.00	0.00 %
HH100.8397.200.00035	WATER CAP EQUIP.UPTOWN INFRA	0.00	0.00	0.00	25,475.00	-25,475.00	0.00 %
HH100.9901.900.0026W	INTERFUND TRANSFER.WATER DISTR...	0.00	0.00	0.00	664,789.09	-664,789.09	0.00 %
	Expense Total:	0.00	0.00	12,293.78	832,986.80	-832,986.80	0.00 %
	Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	1,222,645.60	686,639.73	686,639.73	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRAIN...	90.00	90.00	50.17	116.72	26.72	129.69 %
	Revenue Total:	90.00	90.00	50.17	116.72	26.72	29.69 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE DI...	90.00	90.00	0.00	-33,905.00	33,995.00	37,772.22 %
	Expense Total:	90.00	90.00	0.00	-33,905.00	33,995.00	37,772.22 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	50.17	34,021.72	34,021.72	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
SD605.2401.00000	INTEREST & EARNINGS.LAKEWOOD ...	18.00	18.00	9.92	24.29	6.29	134.94 %
SD605.9000.00000	APPROPRIATED FUND BALANCE FOR ...	0.00	7,418.00	0.00	0.00	-7,418.00	100.00 %
	Revenue Total:	18.00	7,436.00	9.92	24.29	-7,411.71	99.67 %
Expense							
SD605.8520.400.00000	MAINTENANCE..LAKEWOOD MEAD...	18.00	7,436.00	0.00	7,435.23	0.77	0.01 %
	Expense Total:	18.00	7,436.00	0.00	7,435.23	0.77	0.01 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus (De...		0.00	0.00	9.92	-7,410.94	-7,410.94	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DRAI...	8.00	8.00	6.75	15.12	7.12	189.00 %
	Revenue Total:	8.00	8.00	6.75	15.12	7.12	89.00 %
Expense							
SD610.8520.400.00000	MAINTENANCE..ASHTON DRAINAGE ...	8.00	8.00	0.00	0.00	8.00	100.00 %
	Expense Total:	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	6.75	15.12	15.12	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE D...	22.00	22.00	15.88	35.54	13.54	161.55 %
SD615.9000.00000	APPROPRIATED FUND BALANCE FOR ...	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
	Revenue Total:	5,022.00	5,022.00	15.88	35.54	-4,986.46	99.29 %
Expense							
SD615.8520.400.00000	MAINTENANCE..FOX RIDGE DRAINAG...	5,022.00	5,022.00	0.00	0.00	5,022.00	100.00 %
	Expense Total:	5,022.00	5,022.00	0.00	0.00	5,022.00	100.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	15.88	35.54	35.54	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS DR...	5.00	5.00	3.53	7.91	2.91	158.20 %
	Revenue Total:	5.00	5.00	3.53	7.91	2.91	58.20 %
Expense							
SD620.8520.400.00000	MAINTENANCE..LANDINGS DRAINAGE..	5.00	5.00	0.00	0.00	5.00	100.00 %
	Expense Total:	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	3.53	7.91	7.91	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOKSI...	8.00	8.00	6.35	14.22	6.22	177.75 %
	Revenue Total:	8.00	8.00	6.35	14.22	6.22	77.75 %
Expense							
SD625.8520.400.00000	MAINTENANCE..OLD BROOKSIDE DRA...	8.00	8.00	0.00	0.00	8.00	100.00 %
	Expense Total:	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	6.35	14.22	14.22	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE EST...	5.00	5.00	4.39	9.81	4.81	196.20 %
	Revenue Total:	5.00	5.00	4.39	9.81	4.81	96.20 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
SD630.8520.400.00000	MAINTENANCE..LAKESIDE ESTATES D...	5.00	5.00	0.00	0.00	5.00	100.00 %
Expense Total:		5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	4.39	9.81	9.81	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.1030.00000	SPECIAL ASSESSMENT.WATERFORD P...	1,932.00	1,932.00	0.00	1,932.00	0.00	0.00 %
SD635.2401.00000	INTEREST & EARNINGS.WATERFORD ...	5.00	5.00	6.18	13.85	8.85	277.00 %
Revenue Total:		1,937.00	1,937.00	6.18	1,945.85	8.85	0.46 %
Expense							
SD635.8520.400.00000	MAINTENANCE..WATERFORD POINT ...	1,937.00	1,937.00	0.00	0.00	1,937.00	100.00 %
Expense Total:		1,937.00	1,937.00	0.00	0.00	1,937.00	100.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	6.18	1,945.85	1,945.85	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE ...	8.00	8.00	8.36	18.72	10.72	234.00 %
Revenue Total:		8.00	8.00	8.36	18.72	10.72	134.00 %
Expense							
SD640.8520.400.00000	MAINTENANCE..STABLEGATE DRAIN...	8.00	8.00	0.00	0.00	8.00	100.00 %
Expense Total:		8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	8.36	18.72	18.72	0.00 %
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTECT...	1,164,600.00	1,164,600.00	0.00	1,164,600.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTECT...	400.00	400.00	34.35	194.80	-205.20	51.30 %
Revenue Total:		1,165,000.00	1,165,000.00	34.35	1,164,794.80	-205.20	0.02 %
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREEM...	1,165,000.00	1,165,000.00	0.00	1,165,000.00	0.00	0.00 %
Expense Total:		1,165,000.00	1,165,000.00	0.00	1,165,000.00	0.00	0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):		0.00	0.00	34.35	-205.20	-205.20	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOINT...	1,450.00	1,450.00	0.00	1,450.00	0.00	0.00 %
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOINT...	6.00	6.00	1.31	3.29	-2.71	45.17 %
SL700.9000.00000	APPROPRIATED FUND BALANCE FOR ...	200.00	200.00	0.00	0.00	-200.00	100.00 %
Revenue Total:		1,656.00	1,656.00	1.31	1,453.29	-202.71	12.24 %
Expense							
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT LI...	1,656.00	1,656.00	196.02	1,435.53	220.47	13.31 %
Expense Total:		1,656.00	1,656.00	196.02	1,435.53	220.47	13.31 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	-194.71	17.76	17.76	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE LI...	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE LI...	6.00	6.00	1.20	6.67	0.67	111.17 %
SL705.9000.00000	APPROPRIATED FUND BALANCE FOR ...	0.00	1,736.00	0.00	0.00	-1,736.00	100.00 %
Revenue Total:		12,006.00	13,742.00	1.20	12,006.67	-1,735.33	12.63 %
Expense							
SL705.5182.200.00000	EQUIPMENT..FOX RIDGE LIGHTING DI...	806.00	806.00	0.00	0.00	806.00	100.00 %
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIGHT...	10,200.00	10,200.00	927.49	8,073.79	2,126.21	20.85 %
SL705.5182.401.00000	STREET LIGHTING.MAINTENANCE.FOX...	1,000.00	2,736.00	2,735.71	2,735.71	0.29	0.01 %
Expense Total:		12,006.00	13,742.00	3,663.20	10,809.50	2,932.50	21.34 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	-3,662.00	1,197.17	1,197.17	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS LI...	1.00	1.00	0.58	1.32	0.32	132.00 %
	Revenue Total:	1.00	1.00	0.58	1.32	0.32	32.00 %
Expense							
SL710.5182.400.00000	UTILITIES ELECTRIC..LANDINGS LIGHT...	1.00	1.00	0.00	0.00	1.00	100.00 %
	Expense Total:	1.00	1.00	0.00	0.00	1.00	100.00 %
	Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.58	1.32	1.32	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.1001.00000	REAL PROPERTY TAXES.LAKEWOOD ...	525.00	525.00	0.00	525.00	0.00	0.00 %
SL715.2401.00000	INTEREST & EARNINGS.LAKEWOOD ...	3.00	3.00	1.51	3.45	0.45	115.00 %
	Revenue Total:	528.00	528.00	1.51	528.45	0.45	0.09 %
Expense							
SL715.5182.240.00000	UTILITIES-EQUIPMENT.LAKEWOOD M...	250.00	250.00	0.00	0.00	250.00	100.00 %
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD MEA...	278.00	278.00	33.35	245.60	32.40	11.65 %
	Expense Total:	528.00	528.00	33.35	245.60	282.40	53.48 %
	Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (Defi...	0.00	0.00	-31.84	282.85	282.85	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK P...	1,350.00	1,350.00	0.00	1,350.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK P...	3.00	3.00	1.03	2.66	-0.34	11.33 %
SL720.9000.00000	APPROPRIATED FUND BALANCE FOR ...	147.00	147.00	0.00	0.00	-147.00	100.00 %
	Revenue Total:	1,500.00	1,500.00	1.03	1,352.66	-147.34	9.82 %
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PARK ...	1,500.00	1,500.00	143.93	1,205.53	294.47	19.63 %
	Expense Total:	1,500.00	1,500.00	143.93	1,205.53	294.47	19.63 %
	Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-142.90	147.13	147.13	0.00 %
Fund: SS800 - SANITARY SEWER							
Revenue							
SS800.1030.00000	SPECIAL ASSESSMENTS..PURDY/MOBI...	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
SS800.2401.00000	INTEREST & EARNINGS.SEWER	14.00	14.00	8.42	18.84	4.84	134.57 %
	Revenue Total:	18,224.00	18,224.00	8.42	18,228.84	4.84	0.03 %
Expense							
SS800.9710.600.00000	SERIAL BONDS.PRINCIPAL.PURDY/M...	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
SS800.9710.700.00000	SERIAL BONDS.INTEREST.PURDY/MOB...	14.00	14.00	0.00	0.00	14.00	100.00 %
	Expense Total:	18,224.00	18,224.00	0.00	0.00	18,224.00	100.00 %
	Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	8.42	18,228.84	18,228.84	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA CON...	645,000.00	645,000.00	0.00	645,000.00	0.00	0.00 %
SW500.2140.00000	WATER QUARTERLY SALES.CANDGA ...	715,000.00	715,000.00	291,227.40	716,594.27	1,594.27	100.22 %
SW500.2142.00000	WATER FILL STATION SALES.CANDGA ...	2,000.00	2,000.00	807.00	2,726.26	726.26	136.31 %
SW500.2144.00000	WATER NEW SERVICES.CANDGA CON...	25,000.00	25,000.00	0.00	16,674.95	-8,325.05	33.30 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CONS...	5,000.00	5,000.00	2,348.28	5,682.97	682.97	113.66 %
SW500.2389.00000	INTEREST OTHER GOVT	2,215.00	2,215.00	0.00	0.00	-2,215.00	100.00 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAIGU...	4,500.00	4,500.00	1,677.75	5,907.22	1,407.22	131.27 %
SW500.2655.00000	SALES - OTHER-REPAIRS/REPLACEME...	0.00	0.00	0.00	2,706.43	2,706.43	0.00 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA CO...	12,294.00	12,294.00	0.00	677,083.09	664,789.09	5,507.43 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FOR ...	416,749.00	416,749.00	0.00	0.00	-416,749.00	100.00 %
	Revenue Total:	1,827,758.00	1,827,758.00	296,060.43	2,072,375.19	244,617.19	13.38 %
Expense							
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL.C...	7,500.00	11,512.00	0.00	11,511.16	0.84	0.01 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAND...	20,000.00	12,961.00	0.00	0.00	12,961.00	100.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAND...	52,020.00	52,020.00	4,001.54	42,016.17	10,003.83	19.23 %
SW500.8310.121.00000	WATER ADMIN.OFFICE SPECIALIST I...	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
SW500.8310.122.00000	WATER ADMIN.SENIOR CLERK.CDGA ...	24,399.00	24,399.00	1,520.00	15,369.20	9,029.80	37.01 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA ...	177,963.00	177,963.00	12,766.30	125,883.72	52,079.28	29.26 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA ...	128,501.00	105,001.00	0.00	57,043.36	47,957.64	45.67 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CAND...	5,000.00	5,000.00	195.84	2,135.22	2,864.78	57.30 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CAN...	10,000.00	10,000.00	0.00	150.00	9,850.00	98.50 %
SW500.8310.420.00000	WATER ADMIN.METER READING.CO...	28,750.00	28,750.00	2,483.83	26,187.62	2,562.38	8.91 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CANDGA..	1,000.00	1,000.00	0.00	570.29	429.71	42.97 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES.CA...	3,000.00	3,000.00	85.00	1,402.00	1,598.00	53.27 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAND...	21,000.00	21,000.00	840.00	9,772.50	11,227.50	53.46 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA ...	505,000.00	505,000.00	207,472.42	440,400.11	64,599.89	12.79 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAND...	53,000.00	53,000.00	1,850.63	31,425.70	21,574.30	40.71 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MAIN...	76,700.00	122,200.00	16,781.36	90,135.27	32,064.73	26.24 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP.CA...	240,000.00	218,000.00	0.00	163,336.85	54,663.15	25.07 %
SW500.9010.800.00000	NYS RETIREMENT..CANDGA CONS WD	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS WD	16,000.00	16,000.00	1,254.73	12,826.54	3,173.46	19.83 %
SW500.9040.800.00000	WORKERS COMPENSATION...CANDGA..	6,700.00	9,727.00	0.00	9,726.54	0.46	0.00 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAND...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA CO...	100.00	100.00	0.00	60.28	39.72	39.72 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.CAN...	37,600.00	37,600.00	1,550.17	14,674.08	22,925.92	60.97 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CONS ...	1,500.00	2,180.00	143.92	1,908.33	271.67	12.46 %
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.BUY...	2,000.00	1,845.00	153.84	1,538.40	306.60	16.62 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCOU...	13,000.00	12,475.00	0.00	10,475.00	2,000.00	16.03 %
SW500.9090.876.00000	EMP BENEFIT VAC BUYBACK	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW500.9710.600.00000	SERIAL BONDS PRINCIPAL	263,918.00	263,918.00	0.00	0.00	263,918.00	100.00 %
SW500.9710.700.00000	SERIAL BONDS INTEREST	101,607.00	101,607.00	0.00	33,400.00	68,207.00	67.13 %
Expense Total:		1,827,758.00	1,827,758.00	251,099.58	1,101,948.34	725,809.66	39.71 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Surpl...		0.00	0.00	44,960.85	970,426.85	970,426.85	0.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT							
Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BRIS...	10,158.00	10,158.00	0.00	10,158.00	0.00	0.00 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRIS...	60,588.00	60,588.00	0.00	60,588.00	0.00	0.00 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAIGU...	45.00	45.00	16.84	48.24	3.24	107.20 %
SW505.9000.00000	APPROPRIATED FUND BALANCE FOR ...	6,514.00	6,514.00	0.00	0.00	-6,514.00	100.00 %
Revenue Total:		77,305.00	77,305.00	16.84	70,794.24	-6,510.76	8.42 %
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT.CA...	13,201.00	13,201.00	3,544.00	15,115.63	-1,914.63	-14.50 %
SW505.9710.600.00000	SERIAL BONDS BRISTOL.PRINCIPAL.C...	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
SW505.9710.700.00000	SERIAL BONDS BRISTOL.INTEREST.CA...	38,675.00	38,675.00	0.00	19,337.50	19,337.50	50.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDGA ...	1,919.00	1,919.00	0.00	1,919.00	0.00	0.00 %
SW505.9903.901.00000	TRANSFER/WATER-MAINT...CANDGA...	3,510.00	3,510.00	0.00	3,510.00	0.00	0.00 %
Expense Total:		77,305.00	77,305.00	3,544.00	39,882.13	37,422.87	48.41 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Surplus..		0.00	0.00	-3,527.16	30,912.11	30,912.11	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT							
Revenue							
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA...	206,004.00	206,004.00	0.00	206,004.00	0.00	0.00 %
SW515.2401.00000	INTEREST & EARNINGS.CANANDAIGU...	40.00	40.00	25.01	65.25	25.25	163.13 %
SW515.5031.00000	INTERFUND TRANSFER.CDGA-FARM ...	0.00	0.00	0.00	5,722.00	5,722.00	0.00 %
Revenue Total:		206,044.00	206,044.00	25.01	211,791.25	5,747.25	2.79 %
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRACT...	206,004.00	206,004.00	0.00	206,005.00	-1.00	0.00 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRACT...	40.00	40.00	0.00	1,605.00	-1,565.00	-3,912.50 %
Expense Total:		206,044.00	206,044.00	0.00	207,610.00	-1,566.00	-0.76 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surplus..		0.00	0.00	25.01	4,181.25	4,181.25	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT							
Revenue							
SW520.1001.00000	REAL PROPERTY TAXES.ANDREWS - N...	7,082.00	7,082.00	0.00	7,082.00	0.00	0.00 %
SW520.2401.00000	INTEREST & EARNINGS.ANDREWS - N...	2.00	2.00	0.00	2.30	0.30	115.00 %
	Revenue Total:	7,084.00	7,084.00	0.00	7,084.30	0.30	0.00 %
Expense							
SW520.8350.400.00000	FARM.COMMON WATER.CONT.AND...	7,082.00	7,082.00	0.00	7,082.00	0.00	0.00 %
SW520.8389.400.00000	CDGA.COMMON WATER.CONTRACT...	2.00	2.00	0.00	0.00	2.00	100.00 %
SW520.9901.900.00000	INTERFUND TRANSFER.ANDREWS RD...	0.00	0.00	0.00	5,722.00	-5,722.00	0.00 %
	Expense Total:	7,084.00	7,084.00	0.00	12,804.00	-5,720.00	-80.75 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus (Def..		0.00	0.00	0.00	-5,719.70	-5,719.70	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT							
Revenue							
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE R...	7,150.00	7,150.00	0.00	7,150.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE RO...	8.00	8.00	4.08	9.95	1.95	124.38 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FOR ...	1,332.00	1,332.00	0.00	0.00	-1,332.00	100.00 %
	Revenue Total:	8,490.00	8,490.00	4.08	7,159.95	-1,330.05	15.67 %
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT.MC...	779.00	779.00	0.00	0.00	779.00	100.00 %
SW525.9710.600.00000	SERIAL BONDS.PRINCIPAL.MCINTYRE ...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW525.9710.700.00000	SERIAL BONDS.INTEREST.MCINTYRE ...	3,543.00	3,543.00	0.00	1,771.50	1,771.50	50.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE.M...	1,168.00	1,168.00	0.00	1,168.00	0.00	0.00 %
	Expense Total:	8,490.00	8,490.00	0.00	2,939.50	5,550.50	65.38 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	4.08	4,220.45	4,220.45	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT							
Revenue							
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON ALL...	17,925.00	17,925.00	0.00	17,925.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON ALL...	2.00	2.00	1.71	4.66	2.66	233.00 %
	Revenue Total:	17,927.00	17,927.00	1.71	17,929.66	2.66	0.01 %
Expense							
SW530.8350.400.00000	COMMON WATER.CONTRACTUAL.E...	2.00	2.00	0.00	0.00	2.00	100.00 %
SW530.8389.400.00000	COMMON WATER.CONTRACTUAL.E...	4,818.00	4,818.00	0.00	4,818.00	0.00	0.00 %
SW530.9710.600.00000	SERIAL BONDS.PRINCIPAL.EMERSON ...	7,000.00	7,000.00	0.00	7,000.00	0.00	0.00 %
SW530.9710.700.00000	SERIAL BONDS.INTEREST.EMERSON A...	6,107.00	6,107.00	0.00	6,107.00	0.00	0.00 %
	Expense Total:	17,927.00	17,927.00	0.00	17,925.00	2.00	0.01 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Surpl...		0.00	0.00	1.71	4.66	4.66	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT							
Revenue							
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY ROA...	15,046.00	15,046.00	0.00	15,046.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COUN...	12.00	12.00	6.62	16.40	4.40	136.67 %
SW535.9000.00000	APPROPRIATED FUND BALANCE FOR ...	800.00	800.00	0.00	0.00	-800.00	100.00 %
	Revenue Total:	15,858.00	15,858.00	6.62	15,062.40	-795.60	5.02 %
Expense							
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30 E...	793.00	793.00	0.00	0.00	793.00	100.00 %
SW535.9710.600.00000	SERIAL BONDS.PRINCIPAL.EX 36 - CO...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.700.00000	SERIAL BONDS.INTEREST.CO RD #30 E...	8,875.00	8,875.00	0.00	4,437.50	4,437.50	50.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE.EX...	1,190.00	1,190.00	0.00	1,190.00	0.00	0.00 %
	Expense Total:	15,858.00	15,858.00	0.00	5,627.50	10,230.50	64.51 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus (De...		0.00	0.00	6.62	9,434.90	9,434.90	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT							
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS GRI...	13,000.00	13,000.00	0.00	13,000.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS GRI...	11.00	11.00	5.80	14.40	3.40	130.91 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW540.9000.00000	APPROPRIATED FUND BALANCE FOR ...	1,294.00	1,294.00	0.00	0.00	-1,294.00	100.00 %
	Revenue Total:	14,305.00	14,305.00	5.80	13,014.40	-1,290.60	9.02 %
Expense							
SW540.8340.400.00000	SERVICES & MAIN.CONT.HOPKINS GR...	1,707.00	1,707.00	0.00	0.00	1,707.00	100.00 %
SW540.9710.600.00000	SERIAL BONDS.PRINCIPAL.HOPKINS G...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW540.9710.700.00000	SERIAL BONDS.INTEREST.HOPKINS GR...	5,038.00	5,038.00	0.00	2,518.75	2,519.25	50.00 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE.H...	2,560.00	2,560.00	0.00	2,560.00	0.00	0.00 %
	Expense Total:	14,305.00	14,305.00	0.00	5,078.75	9,226.25	64.50 %
	Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):	0.00	0.00	5.80	7,935.65	7,935.65	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX ROAD...	3,750.00	3,750.00	0.00	3,750.00	0.00	0.00 %
SW545.2401.00000	INTEREST & EARNINGS.HICKOX ROAD	1.00	1.00	1.84	4.95	3.95	495.00 %
	Revenue Total:	3,751.00	3,751.00	1.84	3,754.95	3.95	0.11 %
Expense							
SW545.8340.440.00000	SERVICES & MAINTENANCE.HICKOX ...	725.00	725.00	0.00	0.00	725.00	100.00 %
SW545.9795.600.00000	DEBT PRIN OTHER GOVT DUE TO OTH...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE.HI...	526.00	526.00	0.00	526.00	0.00	0.00 %
	Expense Total:	3,751.00	3,751.00	0.00	526.00	3,225.00	85.98 %
	Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	1.84	3,228.95	3,228.95	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT							
Revenue							
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EXT ...	6,200.00	6,200.00	0.00	6,200.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EXT ...	4.00	4.00	3.23	7.61	3.61	190.25 %
SW550.9000.00000	APPROPRIATED FUND BALANCE FOR ...	699.00	699.00	0.00	0.00	-699.00	100.00 %
	Revenue Total:	6,903.00	6,903.00	3.23	6,207.61	-695.39	10.07 %
Expense							
SW550.8340.400.00000	SERVICES & MAINTENANCE.CONTRA...	467.00	467.00	0.00	0.00	467.00	100.00 %
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD E...	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD EX...	1,736.00	1,736.00	0.00	868.00	868.00	50.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	700.00	700.00	0.00	700.00	0.00	0.00 %
	Expense Total:	6,903.00	6,903.00	0.00	1,568.00	5,335.00	77.29 %
	Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	3.23	4,639.61	4,639.61	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT							
Revenue							
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EXT ...	11,730.00	11,730.00	0.00	11,730.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 EXT ...	7.00	7.00	1.81	7.19	0.19	102.71 %
	Revenue Total:	11,737.00	11,737.00	1.81	11,737.19	0.19	0.00 %
Expense							
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32 EX...	480.00	480.00	0.00	0.00	480.00	100.00 %
SW555.9795.650.00000	DEBT PRINCIPAL DUE TO OTHER GOVT	8,321.00	8,321.00	0.00	0.00	8,321.00	100.00 %
SW555.9795.700.00000	DEBT INTEREST DUE TO OTHER GOVT	2,215.00	2,215.00	0.00	1,967.46	247.54	11.18 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	721.00	721.00	0.00	721.00	0.00	0.00 %
	Expense Total:	11,737.00	11,737.00	0.00	2,688.46	9,048.54	77.09 %
	Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):	0.00	0.00	1.81	9,048.73	9,048.73	0.00 %
	Report Surplus (Deficit):	0.00	0.00	2,255,468.68	4,383,046.78	4,383,046.78	0.00 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	4,720,500.00	5,892,500.00	2,928,500.42	6,290,563.21	398,063.21	6.76 %
Expense	4,720,500.00	5,892,500.00	1,476,148.32	4,983,180.03	909,319.97	15.43 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	1,452,352.10	1,307,383.18	1,307,383.18	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	1,168.73	3,999.90	3,999.90	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	1,168.73	3,999.90	3,999.90	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE						
Revenue	0.00	0.00	505.36	126,723.04	126,723.04	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	505.36	126,723.04	126,723.04	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	0.00	113.29	387.64	387.64	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	113.29	387.64	387.64	0.00 %
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	70,000.00	1,799.68	326,030.84	256,030.84	365.76 %
Expense	0.00	70,000.00	0.00	70,000.00	0.00	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Surplus (Deficit):	0.00	0.00	1,799.68	256,030.84	256,030.84	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	458.13	1,567.92	1,567.92	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	458.13	1,567.92	1,567.92	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	531.04	1,817.50	1,817.50	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	531.04	1,817.50	1,817.50	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	1,974.31	256,743.47	256,743.47	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	1,974.31	256,743.47	256,743.47	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND						
Revenue	0.00	0.00	13,836.34	61,865.47	61,865.47	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	13,836.34	61,865.47	61,865.47	0.00 %
Fund: DA100 - HIGHWAY						
Revenue	4,259,736.00	4,789,612.00	1,697.31	3,828,008.03	-961,603.97	20.08 %
Expense	4,259,736.00	4,789,612.00	481,316.61	3,491,922.01	1,297,689.99	27.09 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-479,619.30	336,086.02	336,086.02	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	768.37	127,623.03	127,623.03	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	768.37	127,623.03	127,623.03	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	821.81	127,805.90	127,805.90	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	821.81	127,805.90	127,805.90	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	506.00	1,731.86	1,731.86	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	506.00	1,731.86	1,731.86	0.00 %
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	1,234,939.38	1,519,626.53	1,519,626.53	0.00 %
Expense	0.00	0.00	12,293.78	832,986.80	-832,986.80	0.00 %
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	1,222,645.60	686,639.73	686,639.73	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	90.00	90.00	50.17	116.72	26.72	29.69 %
Expense	90.00	90.00	0.00	-33,905.00	33,995.00	37,772.22 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	50.17	34,021.72	34,021.72	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	18.00	7,436.00	9.92	24.29	-7,411.71	99.67 %
Expense	18.00	7,436.00	0.00	7,435.23	0.77	0.01 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus (De..	0.00	0.00	9.92	-7,410.94	-7,410.94	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	8.00	8.00	6.75	15.12	7.12	89.00 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	6.75	15.12	15.12	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	5,022.00	5,022.00	15.88	35.54	-4,986.46	99.29 %
Expense	5,022.00	5,022.00	0.00	0.00	5,022.00	100.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	15.88	35.54	35.54	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	5.00	5.00	3.53	7.91	2.91	58.20 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	3.53	7.91	7.91	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	8.00	8.00	6.35	14.22	6.22	77.75 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	6.35	14.22	14.22	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	5.00	5.00	4.39	9.81	4.81	96.20 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	4.39	9.81	9.81	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	1,937.00	1,937.00	6.18	1,945.85	8.85	0.46 %
Expense	1,937.00	1,937.00	0.00	0.00	1,937.00	100.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Deficit..	0.00	0.00	6.18	1,945.85	1,945.85	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	8.00	8.00	8.36	18.72	10.72	134.00 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	8.36	18.72	18.72	0.00 %
Fund: SF450 - FIRE PROTECTION						
Revenue	1,165,000.00	1,165,000.00	34.35	1,164,794.80	-205.20	0.02 %
Expense	1,165,000.00	1,165,000.00	0.00	1,165,000.00	0.00	0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	34.35	-205.20	-205.20	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,656.00	1,656.00	1.31	1,453.29	-202.71	12.24 %
Expense	1,656.00	1,656.00	196.02	1,435.53	220.47	13.31 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-194.71	17.76	17.76	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	12,006.00	13,742.00	1.20	12,006.67	-1,735.33	12.63 %
Expense	12,006.00	13,742.00	3,663.20	10,809.50	2,932.50	21.34 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-3,662.00	1,197.17	1,197.17	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	1.00	1.00	0.58	1.32	0.32	32.00 %
Expense	1.00	1.00	0.00	0.00	1.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.58	1.32	1.32	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	528.00	528.00	1.51	528.45	0.45	0.09 %
Expense	528.00	528.00	33.35	245.60	282.40	53.48 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (Defi..	0.00	0.00	-31.84	282.85	282.85	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,500.00	1,500.00	1.03	1,352.66	-147.34	9.82 %

Budget Report

For Fiscal: 2022 Period Ending: 10/31/2022

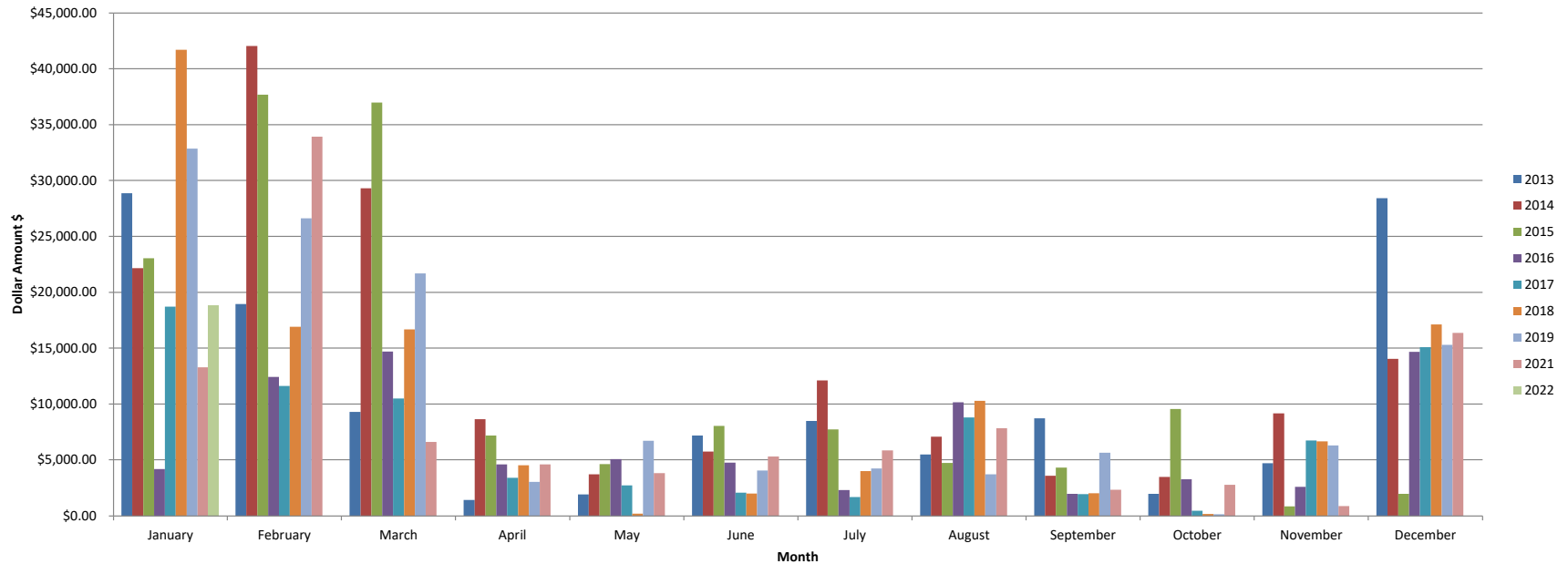
Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	1,500.00	1,500.00	143.93	1,205.53	294.47	19.63 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-142.90	147.13	147.13	0.00 %
Fund: SS800 - SANITARY SEWER						
Revenue	18,224.00	18,224.00	8.42	18,228.84	4.84	0.03 %
Expense	18,224.00	18,224.00	0.00	0.00	18,224.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	8.42	18,228.84	18,228.84	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,827,758.00	1,827,758.00	296,060.43	2,072,375.19	244,617.19	13.38 %
Expense	1,827,758.00	1,827,758.00	251,099.58	1,101,948.34	725,809.66	39.71 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Surpl...	0.00	0.00	44,960.85	970,426.85	970,426.85	0.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	77,305.00	77,305.00	16.84	70,794.24	-6,510.76	8.42 %
Expense	77,305.00	77,305.00	3,544.00	39,882.13	37,422.87	48.41 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Surplus..	0.00	0.00	-3,527.16	30,912.11	30,912.11	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	206,044.00	206,044.00	25.01	211,791.25	5,747.25	2.79 %
Expense	206,044.00	206,044.00	0.00	207,610.00	-1,566.00	-0.76 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surplus..	0.00	0.00	25.01	4,181.25	4,181.25	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue	7,084.00	7,084.00	0.00	7,084.30	0.30	0.00 %
Expense	7,084.00	7,084.00	0.00	12,804.00	-5,720.00	-80.75 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus (Def..	0.00	0.00	0.00	-5,719.70	-5,719.70	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	8,490.00	8,490.00	4.08	7,159.95	-1,330.05	15.67 %
Expense	8,490.00	8,490.00	0.00	2,939.50	5,550.50	65.38 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	4.08	4,220.45	4,220.45	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	17,927.00	17,927.00	1.71	17,929.66	2.66	0.01 %
Expense	17,927.00	17,927.00	0.00	17,925.00	2.00	0.01 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Surpl...	0.00	0.00	1.71	4.66	4.66	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	15,858.00	15,858.00	6.62	15,062.40	-795.60	5.02 %
Expense	15,858.00	15,858.00	0.00	5,627.50	10,230.50	64.51 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus (De..	0.00	0.00	6.62	9,434.90	9,434.90	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	14,305.00	14,305.00	5.80	13,014.40	-1,290.60	9.02 %
Expense	14,305.00	14,305.00	0.00	5,078.75	9,226.25	64.50 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):	0.00	0.00	5.80	7,935.65	7,935.65	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,751.00	3,751.00	1.84	3,754.95	3.95	0.11 %
Expense	3,751.00	3,751.00	0.00	526.00	3,225.00	85.98 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	1.84	3,228.95	3,228.95	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	6,903.00	6,903.00	3.23	6,207.61	-695.39	10.07 %
Expense	6,903.00	6,903.00	0.00	1,568.00	5,335.00	77.29 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	3.23	4,639.61	4,639.61	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	11,737.00	11,737.00	1.81	11,737.19	0.19	0.00 %
Expense	11,737.00	11,737.00	0.00	2,688.46	9,048.54	77.09 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):	0.00	0.00	1.81	9,048.73	9,048.73	0.00 %
Report Surplus (Deficit):	0.00	0.00	2,255,468.68	4,383,046.78	4,383,046.78	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	0.00	1,452,352.10	1,307,383.18	1,307,383.18
AA231 - CONTINGENT/TAX RESERVE	0.00	0.00	1,168.73	3,999.90	3,999.90
AA232 - CAMPUS REPAIR RESERVE	0.00	0.00	505.36	126,723.04	126,723.04
AA233 - TECHNOLOGY RESERVE	0.00	0.00	113.29	387.64	387.64
AA234 - OPEN SPACE RESERVE	0.00	0.00	1,799.68	256,030.84	256,030.84
AA235 - NYS EMPLOYEE SYSTEM RE:	0.00	0.00	458.13	1,567.92	1,567.92
AA237 - BONDED INDEBTEDNESS RE	0.00	0.00	531.04	1,817.50	1,817.50
AA238 - SOLID WASTE MANAGEMEN	0.00	0.00	1,974.31	256,743.47	256,743.47
CM100 - NEW RECREATION REVENUE	0.00	0.00	13,836.34	61,865.47	61,865.47
DA100 - HIGHWAY	0.00	0.00	-479,619.30	336,086.02	336,086.02
DA230 - HWY EQUIPMENT RESERVE	0.00	0.00	768.37	127,623.03	127,623.03
DA232 - HWY IMPROVEMENT RESE	0.00	0.00	821.81	127,805.90	127,805.90
DA235 - SNOW/ICE REMOVAL RD RI	0.00	0.00	506.00	1,731.86	1,731.86
HH100 - CAPITAL PROJECTS	0.00	0.00	1,222,645.60	686,639.73	686,639.73
SD600 - RT 332 DRAINAGE DISTRICT	0.00	0.00	50.17	34,021.72	34,021.72
SD605 - LAKEWOOD MEADOWS DR	0.00	0.00	9.92	-7,410.94	-7,410.94
SD610 - ASHTON DRAINAGE DISTRI	0.00	0.00	6.75	15.12	15.12
SD615 - FOX RIDGE DRAINAGE DIST	0.00	0.00	15.88	35.54	35.54
SD620 - LANDINGS DRAINAGE DIST	0.00	0.00	3.53	7.91	7.91
SD625 - OLD BROOKSIDE DRAINAGE	0.00	0.00	6.35	14.22	14.22
SD630 - LAKESIDE ESTATES DRAINAGE	0.00	0.00	4.39	9.81	9.81
SD635 - WATERFORD POINT DRAINAGE	0.00	0.00	6.18	1,945.85	1,945.85
SD640 - STABLEGATE DRAINAGE DIST	0.00	0.00	8.36	18.72	18.72
SF450 - FIRE PROTECTION	0.00	0.00	34.35	-205.20	-205.20
SL700 - CENTERPOINT LIGHTING DIST	0.00	0.00	-194.71	17.76	17.76
SL705 - FOX RIDGE LIGHTING DISTRI	0.00	0.00	-3,662.00	1,197.17	1,197.17
SL710 - LANDINGS LIGHTING DISTRI	0.00	0.00	0.58	1.32	1.32
SL715 - LAKEWOOD MEADOWS LIGHT	0.00	0.00	-31.84	282.85	282.85
SL720 - FALLBROOK PARK LIGHTING	0.00	0.00	-142.90	147.13	147.13
SS800 - SANITARY SEWER	0.00	0.00	8.42	18,228.84	18,228.84
SW500 - CANANDAIGUA CONSOLIDATED	0.00	0.00	44,960.85	970,426.85	970,426.85
SW505 - CANANDAIGUA BRISTOL JC	0.00	0.00	-3,527.16	30,912.11	30,912.11
SW515 - CANANDAIGUA-FARMINGT	0.00	0.00	25.01	4,181.25	4,181.25
SW520 - ANDREWS - NORTH ROAD	0.00	0.00	0.00	-5,719.70	-5,719.70
SW525 - MCINTYRE ROAD WATER DIST	0.00	0.00	4.08	4,220.45	4,220.45
SW530 - EMERSON ALLEN TOWNLINE	0.00	0.00	1.71	4.66	4.66
SW535 - EX 36 - COUNTY ROAD #30	0.00	0.00	6.62	9,434.90	9,434.90
SW540 - HOPKINS GRIMBLE WATER	0.00	0.00	5.80	7,935.65	7,935.65
SW545 - HICKOX ROAD WATER DIST	0.00	0.00	1.84	3,228.95	3,228.95
SW550 - NOTT RD EXT. 40 WATER DIST	0.00	0.00	3.23	4,639.61	4,639.61
SW555 - CO RD 32 EXT. 41 WATER DIST	0.00	0.00	1.81	9,048.73	9,048.73
Report Surplus (Deficit):	0.00	0.00	2,255,468.68	4,383,046.78	4,383,046.78

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58	\$18,707.18	\$41,679.61	\$32,857.11	\$27,324.64	\$13,273.75	\$ 18,807.71
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13	\$11,601.64	\$16,910.89	\$26,602.24	\$20,572.14	\$33,905.16	\$ 33,238.23
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85	\$10,491.75	\$16,677.83	\$21,675.11	\$10,122.18	\$6,592.62	\$ 20,001.47
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14	\$3,402.95	\$4,524.16	\$3,033.55	\$6,204.17	\$4,592.96	\$ 8,712.98
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51	\$178.52	\$6,696.39	\$236.97	\$3,819.66	\$ 421.25
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55	\$1,984.64	\$4,053.52	\$1,112.97	\$5,287.97	\$ 9,752.83
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52	\$4,001.48	\$4,222.09	\$5,123.36	\$5,855.13	\$ 5,725.84
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31	\$10,281.09	\$3,710.81	\$375.47	\$7,826.98	\$ 10,027.05
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	\$1,940.93	\$2,009.68	\$5,625.97	\$947.17	\$2,322.81	\$ 5,229.27
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	\$459.55	\$173.01	\$145.03	\$5,423.05	\$2,766.33	\$ 1,504.76
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	\$6,743.01	\$6,656.18	\$6,289.66	\$3,912.18	\$854.43	
December	\$28,423.96	\$14,038.96	\$1,957.16	\$14,667.81	\$15,086.85	\$17,126.83	\$15,295.31	\$13,596.37	\$16,354.79	
Totals	\$125,331.58	\$161,033.60	\$146,629.22	\$80,622.86	\$83,668.75	\$122,203.92	\$130,206.79	\$94,950.67	\$103,452.59	\$ 113,421.39

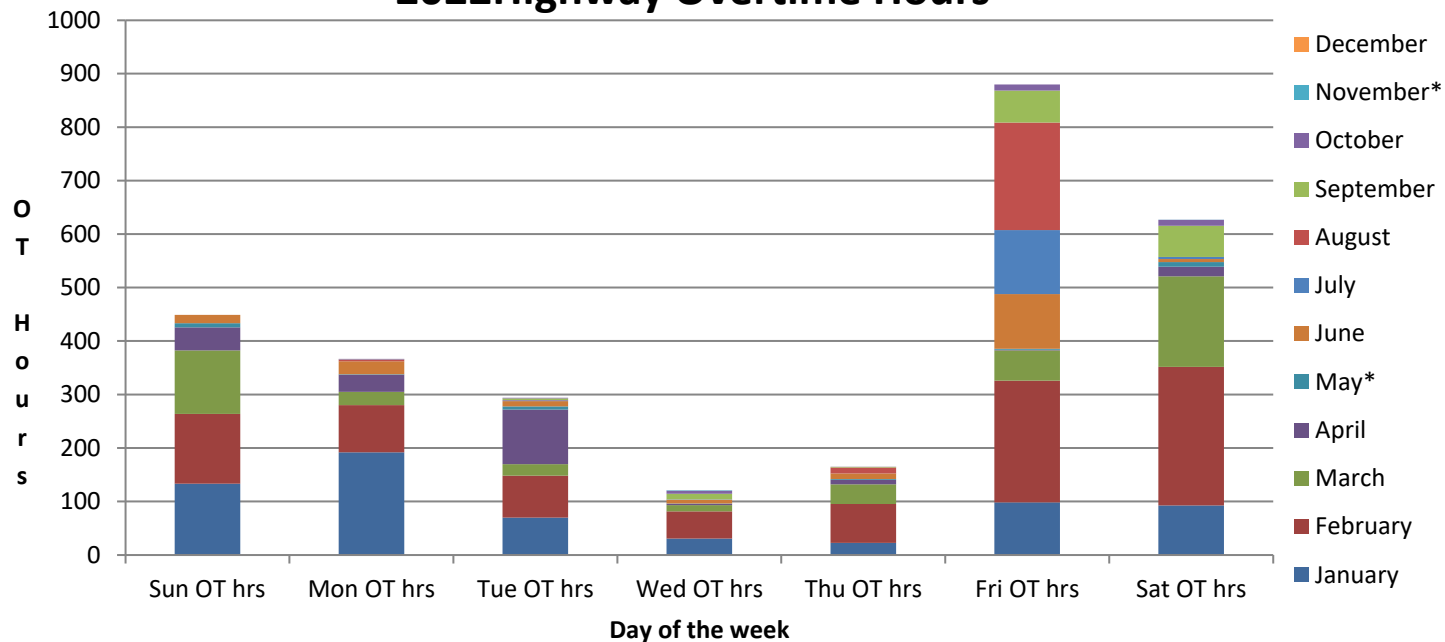
Overtime Amounts for All Employees 2013-2022



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January	133.25	191.75	69.75	30.5	22.5	98.25	92.5
February	130.5	88.5	78.5	51	72.75	227.55	259.25
March	118.75	24.75	21.5	11.75	36.75	56.75	169.25
April	43	32	102	2.25	8.25	1	18
May*	7.75	1	6	0.5	1.75	2	8.5
June	15.75	24	10	7.25	10.25	102.25	5.75
July	0	0	1.5	0.5	0	119.75	4
August	0	3	0.5	0	11.25	201	0
September	0	0.5	3	10.75	1	59.75	58.25
October	0	1.25	1.25	5.5	0.25	11.5	11.25
November*	0	0	0	1	0	0	0.25
December	0	0	0	0	0	0	0
	449.00	366.75	294.00	121.00	164.75	879.80	627.00

*3 pay period month

2022 Highway Overtime Hours



ATTACHMENT 3



Town of Canandaigua , NY

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT02118 - 2022-10-31 KSJ TM Budget Transfer

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000296	2022 Adopted Budget (10....	TM Budget Transfer	10/31/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.1990.400.00000	CONTINGENCY	TM Budget Transfer	17,737.84	-1,500.00	16,237.84
October: -1,500.00					
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	TM Budget Transfer	4,000.00	1,500.00	5,500.00
October: 1,500.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022 Adopted	2022 Adopted Budget (10.	AA100.1990.400.00000	CONTINGENCY	17,737.84	-1,500.00	16,237.84
		AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	1,500.00	5,500.00
2022 Adopted Total:				21,737.84	0.00	21,737.84
Grand Total:				21,737.84	0.00	21,737.84

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022 Adopted - 2022 Adopted Budget (10.18.21 Reso#2021-237) Fiscal: 2022			
AA100	21,737.84	0.00	21,737.84
Budget Code 2022 Adopted Total:	21,737.84	0.00	21,737.84
Grand Total:	21,737.84	0.00	21,737.84



Town of Canandaigua , NY

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT02117 - 2022-10-31 KSJ TM Budget Transfers

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000292	2022 Adopted Budget (10....	TM Budget Transfers	10/31/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
DA100.9055.800.00000	DISABILITY INSURANCE	Transfer for Highway Fund Disb Insurance	500.00	51.00	551.00
October: 51.00					
DA100.9060.830.00000	HSA ACCOUNT	TM Budget Transfers	49,384.00	-51.00	49,333.00
October: -51.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000293	2022 Adopted Budget (10....	TM Budget Transfers	10/31/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.1340.400.00000	BUDGET.CONTRACTUAL	TM Budget Transfer	3,000.00	750.00	3,750.00
October: 750.00					
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	TM Budget Transfer	750.00	250.00	1,000.00
October: 250.00					
AA100.1620.410.00000	BUILDINGS.JANITORIAL	TM Budget Transfer	33,500.00	-1,000.00	32,500.00
October: -1,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000294	2022 Adopted Budget (10....	TM Budget Transfers	10/31/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.1990.400.00000	CONTINGENCY	TM Budget Transfers	22,737.84	-5,000.00	17,737.84
October: -5,000.00					
AA100.9060.830.00000	HSA ACCOUNT	TM Budget Transfers	47,100.00	5,000.00	52,100.00
October: 5,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000295	2022 Adopted Budget (10....	TM Budget Transfer	10/31/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.7110.400.00000	PARK.CONTRACTUAL	TM Budget Transfer	110,963.00	2,100.00	113,063.00
October: 2,100.00					
AA100.7140.400.00000	PLAYGROUND/RECREATION.CO	TM Budget Transfer	5,330.00	-2,100.00	3,230.00
October: -2,100.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022 Adopted	2022 Adopted Budget (10.	AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,000.00	750.00	3,750.00
		AA100.1345.400.00000	PURCHASING.CONTRACTUAL	750.00	250.00	1,000.00
		AA100.1620.410.00000	BUILDINGS.JANITORIAL	33,500.00	-1,000.00	32,500.00
		AA100.1990.400.00000	CONTINGENCY	22,737.84	-5,000.00	17,737.84
		AA100.7110.400.00000	PARK.CONTRACTUAL	110,963.00	2,100.00	113,063.00
		AA100.7140.400.00000	PLAYGROUND/RECREATION.CONT	5,330.00	-2,100.00	3,230.00
		AA100.9060.830.00000	HSA ACCOUNT	47,100.00	5,000.00	52,100.00
		DA100.9055.800.00000	DISABILITY INSURANCE	500.00	51.00	551.00
		DA100.9060.830.00000	HSA ACCOUNT	49,384.00	-51.00	49,333.00
2022 Adopted Total:				273,264.84	0.00	273,264.84
Grand Total:				273,264.84	0.00	273,264.84

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022 Adopted - 2022 Adopted Budget (10.18.21 Reso#2021-237) Fiscal: 2022			
AA100	223,380.84	0.00	223,380.84
DA100	49,884.00	0.00	49,884.00
Budget Code 2022 Adopted Total:	273,264.84	0.00	273,264.84
Grand Total:	273,264.84	0.00	273,264.84

ATTACHMENT 4

Highway Hours spent to repair water main on cramer road

Employee	Date	Reg Hours	OT Hours	OT Rate	Total
WB	8/27/22	0	6.5	\$ 52.17	339.11
SW	8/28/22	0	11.75	\$ 41.75	490.56
KP	8/27/22	0	11	\$ 55.86	614.46
CA	8/27/22	0	5	\$ 35.19	175.95
Grand Totals:			34.25		1,620.08

Equipment	Date	Hours	Rental Rate	Total
Excavator	8/28/22	8	\$ 56.22	\$ 449.76
Dump truck	8/28/22	10	\$ 79.41	\$ 794.10
Backhoe	8/28/22	4	\$ 32.30	\$ 129.20
Grand Totals:		22		\$1,373.06

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
OPERATIONS & ASSET MANAGEMENT DIVISION
OFFICE OF TRANSPORTATION MAINTENANCE

EQUIPMENT RENTAL RATE SCHEDULE



www.dot.ny.gov

August 2017

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

EQUIPMENT RENTAL RATE SCHEDULE

August 2017

Foreword

This hourly rental rate schedule is for equipment owned by a local government, private company or individual when that equipment is used under the terms of agreements made between the New York State Department of Transportation and certain local governments for the control of ice and snow on New York State highways pursuant to *Section 12* of the *New York State Highway Law*.

The Office of Operations Management hereby rescinds all previously established schedules for the above purposes. This *Equipment Rental Rate Schedule* supersedes the February 2014 equipment rental rate schedule.

Questions

Questions about or suggestions for these rates should be directed to the Snow & Ice Program Manager of the Transportation Maintenance office. The telephone numbers are 518-457-5796 (voice) or 518-457-4203 (fax). The mailing address is:

Program Manager
Snow and Ice Control Unit
NYSDOT Office of Transportation Maintenance
50 Wolf Road, POD 5-1
Albany, NY 12232

Requests for DOT to establish rental rates for equipment not in this schedule are also to be sent to the Snow and Ice Control Program Manager. To expedite the establishment of any such rate, a brochure with a detailed description of the equipment as well as delivered cost should be provided with the request.

The publication is also available on the NYSDOT website, www.dot.ny.gov.

Introduction

The equipment in this *Equipment Rental Rate Schedule* is listed according to either type-and-specification or make-and-model for most basic size categories. Where possible, these rates are based on averages of the cost owning and operating equipment as presented in the *Construction Equipment Cost Reference Guide* published by PRIMEDIA, Inc. The New York State Department of Transportation's reimbursement rates will be the rental rates to be paid are those published in this *Equipment Rental Rate Schedule*.

This schedule provides a table showing the rates for each type or make of equipment:

Column 1 shows the hourly rental rate for **ownership** and **overhaul expense** (Ownership and Overhaul Expense).

Column 2 shows the hourly rental rate for **supplies**; this includes **field-repair, fuel, lubricants** and **other expendables** (Field Repair and Fuel Expense).

Column 3 is the hourly rental rate for the **increased fuel cost associated with snow and ice operations only** (plowing, spreading, plowing-and-spreading, as well as patrolling for the purpose of directing plowing or spreading). **Column 3** applies only to **trucks**; it is never to be used for hauling operations.

Operator costs are not included in the rental rates listed in this schedule. Also note that NYSDOT does not use "composite" rates; i.e., those that combine equipment rates with operator rates.

Publically Owned Equipment

The rental rates for non-truck equipment owned by local governments are the sum of **Columns 1** and **2**; the rental rate for trucks owned by local governments is the sum of **Column 1** plus **Column 2** plus **Column 3**.

Privately Owned Equipment

The rental rates for privately owned equipment are determined by referencing either the New York State Office of General Services "Heavy Equipment Rental Standby Contract" or the current *Rental Rate Blue Book for Construction Equipment* by PRIMEDIA, Inc.

The use of privately owned equipment is to be approved on a case-by-case basis by the appropriate New York State Department of Transportation Resident Engineer before any work is begun.

TABLE OF CONTENTS

DESCRIPTION	PAGE
Foreward	i
Questions	i
Introduction	ii
Table of Contents	iii-v
Automobiles and Station Wagons	1
Mobile Radios	1
SECTION 1 – TRUCKS	
Panels, Pickups, Vans, etc.	1
Trucks: Diesel Powered	1
Trucks: Gasoline Powered	2
SECTION 2 – SNOW & ICE EQUIPMENT	
Salt and Abrasives Spreaders	3
Liquid Distribution Systems	3
Controls	3
Snow Plows for Truck Mounting	4
Snow Fence	4
Rotary Snow Blowers for Truck Mounting	4
Self-Propelled Snow Blowers	4
SECTION 3 – TRACTORS AND EARTHMOVING	
Articulated Graders	5
Grader Snow Removal Equipment	5
Standard Crawler Tractors	5
Skid Steer Loaders	6
Bare Industrial Tractors	6
Tractors-Loaders-Backhoes	6
4-Wheel Drive Articulated Wheel Loaders	7
4-Wheel Drive Articulated Wheel Loader Snow Removal Equipment	7
Standard Crawler Dozers	7
SECTION 4 – EXCAVATING	
Wheel Mounted Hydraulic Excavators	8
Crawler Mounted Hydraulic Excavators	8
Truck Mounted Hydraulic Excavators	8
Hydraulic Shovels	9
Mechanical Clamshells and Draglines	9
Clamshell and Dragline Buckets	9
SECTION 5 – ROAD MAINTENANCE	
Pull Type Pavement Brooms	10
For Mounting Pavement Brooms	10
Self Propelled Pavement Brooms	10
Single Engine Pavement Sweepers	10
Dual Engine Pavement Sweepers	10

TABLE OF CONTENTS (cont.)

DESCRIPTION	PAGE
SECTION 5 – ROAD MAINTENANCE (cont.)	
Sewer/Catch Basin Cleaners for Truck Mounting	11
Guiderail Post Driver/Augers for Truck Mounting	11
Trailer Mounted Arrow Boards	11
Trailer Mounted Changeable Message “DOT” Signs	11
Crash Attenuators for Truck Mounting	11
Portable Light Towers	12
Rotary Mowers	12
Towed Mowers	12
Bar Cutter Mowers	12
Trailer Mounted Mulchers	12
Trailer Mounted Seed Sprayers	13
Seed Sprayers for Truck Mounting	13
Rubber Tired Brush Cutters	13
Trailer Mounted Brush Chippers	13
Chain Saws	14
Pistol Grip Chain Saws	14
Pole Chain Saws	14
Circular Saws	14
Pruners	14
Pressure Washers: Cold and Hot	14
SECTION 6 – TRAILERS	
Fixed Gooseneck Equipment Trailers	15
On-Highway Rear Dump Full Trailers	15
SECTION 7 – AIR TOOLS	
Portable Rotary Screw Air Compressors	16
Hand-Held Pavement Breakers	16
Pneumatic Impact Breakers	16
Hand-Held Rock Drills (Jackhammers)	16
SECTION 8 – ASPHALT & BITUMINOUS	
Asphalt Distributors for Truck Mounting	17
Trailer Mounted Asphalt Distributors	17
Wheel Mounted Asphalt Pavers	17
Crawler Mounted Asphalt Pavers	18
Asphalt Pick-Up Machines	18
Road Wideners	18
Trailer Mounted Tar Kettles	18
SECTION 9 – COMPACTION	
Self Propelled Pneumatic Compactors	19
Tandem Static Compactors	19

TABLE OF CONTENTS (cont.)

DESCRIPTION	PAGE
SECTION 9 – COMPACTION (cont.)	
3-Wheel Compactors	19
Hand Held Vibratory Plate Compactors and Rammers	19
Manually Guided Vibratory Compactors	20
Tandem vibratory Compactors	20
Single Drum Vibratory Compactors	20
SECTION 10 – CONCRETE	
Portable Mortar/Plaster Mixers	21
Portable Trailer Mounted Concrete Mixers	21
Bottom Dump General Purpose Manual Buckets	21
Walk-Behind Concrete Buggies	21
Ride-On Concrete Buggies	21
Concrete Pump Booms for Truck Mounting	22
Trailer Mounted Concrete Pumps	22
Concrete Saws	22
Flexible Shaft Concrete Vibrators	22
SECTION 11 – CRUSHING & CONVEYING	
Heavy Duty Portable Belt Conveyors	23
Portable Screening Plants	23
Apron and Belt Type Feeders	23
SECTION 12 – GENERATORS	
Small Generator Sets	24
Large Generator Sets	24
Portable Welders	24
SECTION 13 – HOISTS & DERRICKS	
Aerial Lifts	25
SECTION 14 – LIFTING	
Truck Mounted Hydraulic Cranes	26
Telescopic Cranes	26
Articulated Cranes	26
Jib Booms	26
Crawler Mounted Lattice Boom Cranes	27
Truck Mounted Lattice Boom Cranes	27
SECTION 15 – PUMPING	
Heavy Duty Centrifugal Pumps	28
Diaphragm Pumps	28
Self-Priming Trash Pumps	28
Submersible Trash Pumps	28
Hoses	28

Automobiles and Station Wagons

All types, including supplies \$0.535/mile

Mobile Radios

Transceiver \$0.25

Automatic Vehicle Locator (AVL) capability \$0.15

SECTION 1 : TRUCKS

Panels, Pickups, Vans, etc.

Gasoline and Diesel Powered

Ton Rating	Approximate GVWR (Pounds)	Rental Rate Schedule					
		4 x 2			4 x 4		
		Column 1	Column 2	Column 3	Column 1	Column 2	Column 3
½	7,000	\$4.00	\$7.97	\$0.90	\$4.67	\$9.35	\$0.90
¾	8,800	\$4.44	\$11.16	\$1.13	\$5.09	\$11.34	\$1.13
1	11,000	\$5.14	\$13.27	\$1.42	\$6.08	\$13.51	\$1.42
1 ¼	14,000	\$5.95	\$15.31	\$1.81	\$6.73	\$15.54	\$1.81
1 ½	16,000	\$6.33	\$16.35	\$2.07	\$6.87	\$16.51	\$2.07
1 ¾	19,000	\$6.95	\$16.53	\$2.45	\$7.52	\$16.70	\$2.45

Trucks: Diesel Powered

GVWR (Pounds)	Rental Rate Schedule					
	4 x 2, 6 x 2, 6 x 4			4 x 4, 6 x 6, 8 x 6		
	Column 1	Column 2	Column 3	Column 1	Column 2	Column 3
Up to 22,499	\$8.72	\$20.10	\$2.84	\$11.11	\$21.01	\$2.84
22,500 – 27,499	\$9.69	\$20.43	\$3.06	\$11.64	\$25.75	\$3.06
27,500 – 32,499	\$11.94	\$23.28	\$3.62	\$13.68	\$30.33	\$3.75
32,500 – 37,499	\$12.90	\$29.09	\$4.33	\$15.52	\$36.02	\$4.75
37,500 – 42,499	\$13.87	\$33.06	\$4.48	\$16.47	\$36.67	\$4.89
42,500 – 47,499	\$15.78	\$36.59	\$4.69	\$17.08	\$40.25	\$5.13
47,500 – 52,499	\$17.44	\$41.07	\$4.99	\$19.95	\$43.98	\$5.30
52,500 – 57,499	\$18.65	\$44.09	\$5.59	\$21.13	\$47.61	\$5.71
57,500 – 62,499	\$20.10	\$47.84	\$6.12	\$21.52	\$51.79	\$6.12
Over 62,499	\$21.53	\$51.59	\$6.29	\$23.49	\$64.93	\$6.29

SECTION 1 : TRUCKS (cont.)

Trucks: Gasoline Powered

GVWR (Pounds)	Rental Rate Schedule					
	4 x 2, 6 x 2, 6 x 4			4 x 4, 6 x 6, 8 x 6		
	Column 1	Column 2	Column 3	Column 1	Column 2	Column 3
Up to 22,499	\$4.65	\$21.15	\$2.78	\$7.04	\$22.75	\$2.78
22,500 – 27,499	\$5.49	\$22.31	\$3.00	\$7.33	\$25.84	\$3.00
27,500 – 32,499	\$7.12	\$25.41	\$3.68	\$9.14	\$30.81	\$3.68
32,500 – 37,499	\$8.40	\$26.26	\$4.66	\$11.21	\$31.73	\$4.66
37,500 – 42,499	\$10.05	\$27.35	\$4.80	\$13.27	\$32.35	\$4.80
42,500 – 47,499	\$11.25	\$27.84	\$5.03	\$14.50	\$33.16	\$5.03
47,500 – 52,499	\$12.52	\$28.72	\$5.15	\$15.88	\$35.30	\$5.15
52,500 – 57,499	\$13.92	\$29.06	\$5.61	\$17.92	\$38.42	\$5.61
57,500 – 62,499	\$14.23	\$31.59	\$6.01	\$18.77	\$42.48	\$6.01
Over 62,499	\$16.16	\$35.37	\$6.17	\$20.57	\$46.38	\$6.17

TRUCK CLASSIFICATION

- 4 x 2 – four wheels, two driven (two-axle truck)
 - 4 x 4 – four wheels, four driven (two-axle truck, all-wheel drive)
 - 6 x 2 – six wheels, two driven (three-axle truck)
 - 6 x 4 – six wheels, four driven (three-axle truck, two-axle drive)
 - 6 x 6 – six wheels, six driven (three-axle truck, all-wheel drive)
 - 8 x 6 – eight wheels, six driven (four-axle truck, three-axle drive)
- *Note – the above is based on single wheels, duals = 1 wheel**

SECTION 2 : SNOW AND ICE EQUIPMENT

Salt and Abrasives Spreaders

PTO Powered

Mounting ¹		Rental Rate Schedule	
		Column 1	Column 2
Dump Body	Up to 10 Cubic Yards	\$1.94	\$1.53
	Over 10 Cubic Yards	\$3.16	\$2.46
Truck	Up to 10 Cubic Yards	\$2.83	\$1.76
	Over 10 Cubic Yards	\$4.04	\$2.53
Tailgate		\$0.94	\$1.02
Pick-Up		\$0.98	\$1.06
Chassis Cab/Dump		\$1.15	\$1.25
Zero Velocity		\$3.33	\$3.60

¹ Mounting descriptions:

Dump Body Slide-in; for example, a DOT V-Box hopper on a dump truck
 Truck Conveyor chain built into the bed of a dump truck (Unibody)
 Tailgate Attached to the body of a truck
 Pick-Up Used on pick-up trucks
 Chassis Cab/Dump Attached to the truck frame
 Zero Velocity Spreads material at the same speed the truck is traveling

Liquid Distribution Systems

De-icing/Anti-icing

Description ²	Rental Rate Schedule	
	Column 1	Column 2
Truck-mounted (Saddle-tank systems) without ground speed control	\$0.67	\$0.25
Slip-in 600 gallon unit without ground speed control ³		
Manual start	\$5.07	\$1.59
Electric start	\$5.51	\$1.76

² See **Controls** table (below) for the ground speed control rates

³ If the capacity of the slip-in tank is **less than 500 gallons** multiply the rates by **0.80**

³ If the capacity of the slip-in tank is **greater than 750 gallons** Multiply the rates by **1.20**

Controls

Description	Rental Rate Schedule	
	Column 1	Column 2
Automatic spreader control	\$1.22	\$1.28

SECTION 2 : SNOW AND ICE EQUIPMENT (cont.)

Snow Plows for Truck Mounting

Complete with custom truck attachments

Front-mounted PTO and pump

Hydraulic units and controls

Plow Type	Rental Rate Schedule	
	Column 1	Column 2
One Way	\$2.19	\$3.06
Reversible	\$2.43	\$3.26
V-Plow	\$2.58	\$3.40
Underbody	\$2.28	\$2.90
Side Wing Plow (Each) ⁴	\$1.80	\$1.62

⁴ Reimbursement for two wings will be approved only when both the left and right wings are required

Snow Fence

Rental (Excluding Labor)	\$0.50/L.F./Season
Furnish, Erect, Maintain and Remove (Up to and including 5-foot height)	\$1.36/L.F./Season
Furnish, Erect, Maintain and Remove (For each additional foot over 5 feet)	\$0.31/L.F./Season

Rotary Snow Blowers for Truck Mounting

Gasoline and Diesel Powered

Capacity ⁵ (Tons/Hour)	Rental Rate Schedule	
	Column 1	Column 2
Up to 300	\$4.25	\$8.53
301 – 500	\$5.86	\$14.89
501 – 1,400	\$13.38	\$24.79
1,401 – 2,000	\$19.67	\$41.22
2,001 and Over	\$20.95	\$47.24

Self-Propelled Snow Blowers

Diesel Powered

Capacity ⁵ (Tons/Hour)	Rental Rate Schedule	
	Column 1	Column 2
Up to 2,000	\$33.01	\$66.09
2,001 – 2,500	\$36.01	\$76.34
2,501 and Over	\$40.95	\$87.67

⁵ The throw **capacity** of a snow blower is to be based on a minimum **throw-distance of 50 feet**

SECTION 3 : TRACTORS AND EARTHMOVING

Articulated Graders

Includes Attachments, Gasoline and Diesel Powered

Moldboard Size (ft.)	Rental Rate Schedule	
	Column 1	Column 2
8'	\$12.03	\$13.96
10'	\$18.14	\$25.21
12'	\$27.55	\$35.17
14' and Over	\$35.81	\$44.68

Grader Snow Removal Equipment

Description	Rental Rate Schedule	
	Column 1	Column 2
One - Way Plow	\$2.44	\$5.53
Hydraulic Plow	\$3.37	\$7.42
V – Plow	\$3.25	\$7.18

Standard Crawler Loaders

Includes General Purpose Bucket and ROPS
Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 1.5	\$16.85	\$18.38
2	\$21.36	\$24.40
3	\$32.46	\$32.17
4	\$39.88	\$40.59

SECTION 3 : TRACTORS AND EARTHMOVING (cont.)

Skid Steer Loaders

Includes Bucket, Gasoline and Diesel Powered

Operating Capacity (Pounds)	Rental Rate Schedule	
	Column 1	Column 2
Up to 1,000	\$4.45	\$6.97
1,001 – 1,500	\$5.62	\$10.17
1,501 – 2,000	\$6.33	\$13.15
2,001 – 2,500	\$6.86	\$14.99
Over 2,500	\$7.68	\$16.47

Bare Industrial Tractors

Diesel Powered

Engine Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
Up to 60	\$6.86	\$13.95
Over 60	\$7.97	\$15.86

Tractors – Loaders – Backhoes

Includes General Purpose Bucket and Backhoe Bucket
Gasoline and Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to .50	\$4.94	\$7.92
1.00	\$9.51	\$17.08
1.50	\$11.57	\$20.73
Over 1.50	\$20.77	\$29.65

SECTION 3 : TRACTORS AND EARTHMOVING (cont.)

4-Wheel Drive Articulated Wheel Loaders

Includes General Purpose Bucket and EROPS
Gasoline and Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
.5	\$7.05	\$8.24
1	\$9.39	\$11.71
1.5	\$11.00	\$14.08
2	\$13.52	\$17.10
2.5	\$16.51	\$20.49
3	\$18.35	\$22.85
3.5	\$20.90	\$25.22
4	\$22.92	\$29.18
5	\$29.48	\$40.00
Over 5	\$40.70	\$52.59

4-Wheel Drive Articulated Wheel Loader Snow Removal Equipment

Description	Rental Rate Schedule	
	Column 1	Column 2
Snow Push Box	\$1.73	\$4.03

Standard Crawler Dozers

Includes Dozer Attachment
Diesel Powered

Engine Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
37 – 48	\$12.23	\$14.80
49 – 72	\$14.92	\$20.43
73 – 84	\$15.93	\$22.47
85 – 96	\$18.32	\$25.93
97 – 112	\$20.10	\$27.92
113 – 132	\$24.92	\$30.98
133 – 152	\$31.77	\$37.21
153 – 196	\$34.27	\$43.54
197 – 256	\$47.10	\$55.28
Over 256	\$81.35	\$86.28

SECTION 4 : EXCAVATING

Wheel Mounted Hydraulic Excavators

Telescopic with Full Rotating Boom
General Purpose Bucket Included
Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 1.00	\$29.67	\$34.99
Over 1.00	\$33.00	\$38.61

Crawler Mounted Hydraulic Excavators

Telescopic with Full Rotating Boom
General Purpose Bucket Included
Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 0.500	\$15.38	\$16.74
0.625	\$19.96	\$23.12
0.875	\$21.99	\$26.68
1.000	\$26.11	\$30.61
1.750	\$39.20	\$52.10
2.000	\$39.86	\$56.25
Over 2.000	\$62.00	\$82.70

Truck Mounted Hydraulic Excavators

Telescopic with Full Rotating Boom
General Purpose Bucket Included
Diesel/Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 0.500	\$25.76	\$38.86
Over 0.500	\$31.84	\$36.91

SECTION 4 : EXCAVATING (cont.)

Hydraulic Shovels

Bucket Included, Diesel Powered

Bucket Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 10	\$168.15	\$206.96
Over 10	\$324.94	\$442.10

Mechanical Clamshells and Draglines

Crawler and Truck- Mounted, Buckets NOT Included

Diesel Powered

Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
Up to 200	\$52.10	\$54.68
Over 200	\$69.46	\$80.30

Clamshell and Dragline Buckets

All types and duties

Capacity (Cubic Yards)	Rental Rate Schedule			
	Clamshell Bucket		Dragline Bucket	
	Column 1	Column 2	Column 1	Column 2
Up to 1.00	\$2.62	\$1.22	\$1.27	\$0.62
1.50	\$3.83	\$2.03	\$2.01	\$0.99
2.00	\$4.33	\$2.15	\$2.21	\$1.04
2.50	\$5.10	\$2.73	\$2.74	\$1.51
3.00	\$5.49	\$2.83	\$3.05	\$1.57
3.50	\$6.10	\$2.98	\$3.44	\$1.66
4.00	\$7.64	\$3.95	\$4.61	\$2.05
4.50	\$8.28	\$4.12	\$4.76	\$2.08
5.00	\$8.60	\$4.20	\$5.56	\$2.27
Over 5.00	\$11.67	\$5.55	\$7.51	\$4.13

SECTION 5 : ROAD MAINTENANCE

Pull Type Pavement Brooms

Drive Type	Rental Rate Schedule	
	Column 1	Column 2
Traction	\$2.02	\$1.25
Engine	\$2.45	\$5.26

For Mounting Pavement Brooms

Tractor or Loader-Mounted, Tire Costs Not Included

Fuel Costs Not Included for PTO-Powered

Drive Type	Rental Rate Schedule	
	Column 1	Column 2
PTO Powered – PTO	\$1.30	\$0.73
Gasoline Powered – Engine	\$1.53	\$3.14

Self Propelled Pavement Brooms

Engine Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
Up to 50	\$6.01	\$9.44
Over 50	\$7.59	\$16.58

Single Engine Pavement Sweepers

Diesel Powered

Hopper Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 3	\$21.99	\$29.99
Over 3	\$30.32	\$43.74

Dual Engine Pavement Sweepers

Gasoline/Gasoline and Diesel/Diesel Powered

Hopper Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 4	\$17.30	\$47.38
Over 4	\$24.39	\$57.23

SECTION 5 : ROAD MAINTENANCE (cont.)

Sewer/Catch Basin Cleaners for Truck Mounting

Tire costs not included, PTO powered does not include fuel costs

	Rental Rate Schedule	
	Column 1	Column 2
PTO Powered	\$11.83	\$8.62
Diesel Powered	\$9.60	\$14.75

Guiderail Post Driver/Augers for Truck Mounting

Diesel Powered

Driver	Rental Rate Schedule	
	Column 1	Column 2
Drophammer	\$6.48	\$15.27
Impact Hammer	\$7.51	\$15.37

Trailer Mounted Arrow Boards

Description	Rental Rate Schedule	
	Column 1	Column 2
Solar Powered	\$0.87	\$0.29
Gasoline Powered	\$1.00	\$2.06
Diesel Powered	\$1.54	\$1.99

Trailer Mounted Changeable Message “DOT” Signs

Description	Rental Rate Schedule	
	Column 1	Column 2
Solar Powered	\$3.49	\$0.45
Diesel Powered	\$4.15	\$2.18

Crash Attenuators for Truck Mounting

Description	Rental Rate Schedule	
	Column 1	Column 2
One-Piece	\$1.29	\$0.31
Two-Piece Modular	\$1.67	\$0.35

SECTION 5 : ROAD MAINTENANCE (cont.)

Portable Light Towers

Tower Height (ft.)	No. of Lights	Rental Rate Schedule	
		Column 1	Column 2
20'	2	\$1.97	\$2.14
30'	4	\$3.59	\$3.35

Rotary Mowers

PTO Powered, Tractor Not Included

Type	Rental Rate Schedule	
	Column 1	Column 2
Side or Rear Mounted	\$3.54	\$2.42

Towed Mowers

PTO Powered, Tractor Not Included

Type	Rental Rate Schedule	
	Column 1	Column 2
Flail (Industrial)	\$1.84	\$0.69

Bar Cutter Mowers

PTO Powered, Tractor Not Included

Includes Bar Lift, Bar and Knives

Bar Size (Feet)	Rental Rate Schedule	
	Column 1	Column 2
5, 6 and 7	\$1.35	\$0.89

Trailer Mounted Mulchers

Gasoline and Diesel Powered

Working Capacity (Tons/Hour)	Rental Rate Schedule	
	Column 1	Column 2
Up to 7	\$3.11	\$6.69
Over 7	\$6.65	\$16.79

SECTION 5 : ROAD MAINTENANCE (cont.)

Trailer Mounted Seed Sprayers

Gasoline and Diesel Powered

Working Capacity (Gallons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 500	\$3.38	\$6.17
501 – 800	\$5.05	\$7.79
Over 800	\$6.07	\$10.43

Seed Sprayers for Truck Mounting

Gasoline and Diesel Powered

Working Capacity (Gallons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 1,000	\$3.24	\$6.50
1,001 – 2,000	\$5.20	\$11.17
Over 2,000	\$7.42	\$17.74

Rubber Tired Brush Cutters

Diesel Powered

Cutter Size (Feet)	Rental Rate Schedule	
	Column 1	Column 2
All Cutter Sizes	\$32.76	\$55.48

Trailer Mounted Brush Chippers

Gasoline and Diesel Powered

Chipping Capacity (Inches)	Rental Rate Schedule	
	Column 1	Column 2
6” – 9”	\$4.67	\$9.09
10” – 12”	\$6.88	\$14.20
Over 12”	\$8.95	\$20.87

SECTION 5 : ROAD MAINTENANCE (cont.)

Chain Saws

Bar Length (Inches)	Rental Rate Schedule	
	Column 1	Column 2
Up to 16"	\$0.29	\$0.95
Over 16"	\$0.55	\$1.55

Pistol Grip Chain Saws

The Cost of Fuel is Not Included

Bar Length (Inches)	Rental Rate Schedule	
	Column 1	Column 2
Up to 20"	\$0.71	\$0.14
Over 20"	\$1.39	\$0.28

Pole Chain Saws

Aluminum and Epoxy

Bar Size (Inches)	Rental Rate Schedule	
	Column 1	Column 2
All Sizes	\$0.86	\$0.18

Circular Saws

Aluminum and Epoxy

Blade Size (Inches)	Rental Rate Schedule	
	Column 1	Column 2
All Sizes	\$0.79	\$0.14

Pruners

Handle Length (Feet)	Rental Rate Schedule	
	Column 1	Column 2
All Lengths	\$0.73	\$0.20

Pressure Washers : Cold and Hot

Flow Rate (Gallons/Minute)	Rental Rate Schedule			
	Hot		Cold	
	Column 1	Column 2	Column 1	Column 2
Up to 4	\$1.91	\$2.53	\$0.71	\$1.67
Over 4	\$2.24	\$4.01	\$1.16	\$3.30

SECTION 6 : TRAILERS

Fixed Gooseneck Equipment Trailers

Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 25	\$4.93	\$4.37
35	\$6.38	\$5.49
40	\$6.43	\$5.61
50	\$7.77	\$6.52
60	\$8.85	\$7.33
Over 60	\$9.83	\$8.02

On-Highway Rear Dump Full Trailers

Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 10	\$6.38	\$4.42
11 – 15	\$7.51	\$4.92
Over 15	\$8.46	\$5.32

SECTION 7 : AIR TOOLS

Portable Rotary Screw Air Compressors

Gasoline and Diesel Powered

Air Delivery Rating (Cubic Feet/Minute)	Rental Rate Schedule	
	Column 1	Column 2
Up to 100	\$3.11	\$8.17
101 – 250	\$3.90	\$13.90
251 – 500	\$8.67	\$22.44
501 – 1,000	\$14.98	\$45.94
Over 1,000	\$25.75	\$78.89

Hand-Held Pavement Breakers

Silenced and Non-Silenced

Weight (Pounds)	Rental Rate Schedule	
	Column 1	Column 2
All Sizes	\$0.40	\$0.32

Pneumatic Impact Breakers

Less tool

Impact Energy (flb)	Rental Rate Schedule	
	Column 1	Column 2
500	\$2.05	\$1.51
1,000	\$3.02	\$1.83
2,000	\$4.64	\$2.31

Hand-Held Rock Drills (Jackhammers)

Wet and Dry

Weight (Pounds)	Rental Rate Schedule	
	Column 1	Column 2
All Sizes	\$0.67	\$0.37

SECTION 8 : ASPHALT & BITUMINOUS

Asphalt Distributors for Truck Mounting

Burners, Insulated Tank and Circulating Spray Bar Included

PTO Powered, Propane Fuel Costs Not Included

Tank Capacity (Gallons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 1,500	\$10.30	\$5.28
1,501 – 2,500	\$10.58	\$5.36
2,501 – 3,500	\$11.43	\$6.10
Over 3,500	\$12.28	\$6.46

Trailer Mounted Asphalt Distributors

Gasoline Powered

Tank Capacity (Gallons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 280	\$4.43	\$4.68
281 – 550	\$4.63	\$4.73
551 – 600	\$6.24	\$4.91
601 – 800	\$6.01	\$6.06
Over 800	\$6.67	\$8.54

Wheel Mounted Asphalt Pavers

Diesel Powered

Engine Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
Up to 75	\$15.27	\$18.56
76 – 150	\$56.86	\$47.02
Over 150	\$68.28	\$69.41

SECTION 8 : ASPHALT & BITUMINOUS (cont.)

Crawler Mounted Asphalt Pavers

Gasoline and Diesel Powered

Engine Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
Up to 50	\$12.29	\$14.94
51 – 75	\$19.73	\$18.94
76 – 100	\$22.22	\$23.00
101 – 150	\$54.05	\$51.32
151 – 200	\$71.00	\$59.96
Over 200	\$76.60	\$74.83

Asphalt Pick-Up Machines

Diesel Powered

Conveyor Width (Inches)	Rental Rate Schedule	
	Column 1	Column 2
All widths	\$43.16	\$38.31

Road Wideners

Self-Propelled, Diesel Powered

Horsepower (H.P.)	Rental Rate Schedule	
	Column 1	Column 2
Up to 80	\$29.41	\$29.75
Over 80	\$41.11	\$42.45

Trailer Mounted Tar Kettles

Manual Powered

Kerosene or LPG Costs Are Not Included

Capacity (Gallons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 170	\$0.77	\$0.60
171 – 270	\$1.36	\$0.85
Over 270	\$2.67	\$1.38

SECTION 9 : COMPACTION

Self Propelled Pneumatic Compactors

Diesel Powered

Horsepower (HP)	Rental Rate Schedule	
	Column 1	Column 2
Up to 100	\$9.71	\$14.11
Over 100	\$14.49	\$20.97

Tandem Static Compactors

Gasoline and Diesel Powered

Weight (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 2	\$2.41	\$3.89
2 – 5	\$3.99	\$6.14
6 – 8	\$7.64	\$10.63
9 – 12	\$9.23	\$14.98
Over 12	\$10.43	\$15.17

3-Wheel Compactors

Diesel Powered

Weight (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 14	\$8.61	\$10.85
Over 14	\$9.12	\$11.82

Hand Held Vibratory Plate Compactors and Rammers

Gasoline and Diesel Powered

Pounds/Blow	Rental Rate Schedule	
	Column 1	Column 2
Up to 3,180	\$1.01	\$1.69
3,180 – 4,000	\$0.49	\$1.75
4,001 – 5,500	\$1.07	\$2.20
Over 5,500	\$3.50	\$3.95

SECTION 9 : COMPACTION

Manually Guided Vibratory Compactors

Gasoline and Diesel Powered

Drum Width (Inches)	Rental Rate Schedule	
	Column 1	Column 2
Up to 24"	\$2.24	\$2.44
Over 24"	\$3.05	\$3.58

Tandem Vibratory Compactors

Gasoline and Diesel Powered

Drum Width (Inches)	Rental Rate Schedule	
	Column 1	Column 2
Up to 40"	\$4.51	\$5.42
41" – 55"	\$7.65	\$8.57
56" – 68"	\$18.93	\$19.32
Over 68"	\$22.70	\$23.78

Single Drum Vibratory Compactors

Diesel Powered

Drum Width (Inches)	Rental Rate Schedule	
	Column 1	Column 2
Up to 40"	\$6.32	\$9.28
41" – 55"	\$7.98	\$12.38
56" – 68"	\$12.51	\$19.54
69" – 84"	\$15.33	\$25.75
Over 84"	\$16.97	\$29.53

SECTION 10 : CONCRETE

Portable Mortar/Plaster Mixers

Gasoline and Diesel Powered

Batching Capacity (Cubic Feet)	Rental Rate Schedule	
	Column 1	Column 2
Up to 4	\$0.54	\$1.48
5 – 8	\$0.83	\$2.28
Over 8	\$1.48	\$2.77

Portable Trailer Mounted Concrete Mixers

Non-Tilt Drum

Gasoline and Diesel Powered

Batching Capacity (Cubic Feet)	Rental Rate Schedule	
	Column 1	Column 2
Up to 6	\$4.52	\$6.72
Over 6	\$6.06	\$6.84

Bottom Dump General Purpose Manual Buckets

Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 1	\$0.59	\$0.34
2	\$1.01	\$0.49
3	\$1.60	\$0.78
4	\$2.01	\$0.95

Walk-Behind Concrete Buggies

Struck Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
All Sizes	\$1.49	\$2.14

Ride-On Concrete Buggies

Struck Capacity (Cubic Yards)	Rental Rate Schedule	
	Column 1	Column 2
Up to 16	\$2.20	\$3.39
17 – 21	\$2.46	\$4.28
22 – 33	\$4.37	\$5.47

SECTION 10 : CONCRETE (cont.)

Concrete Pump Booms for Truck Mounting

PTO Powered

Includes Concrete Pump and Boom, less Chassis

Maximum Output (Cubic Yards/Hour)	Rental Rate Schedule	
	Column 1	Column 2
Up to 100	\$20.84	\$9.60
101 – 150	\$35.27	\$16.82
151 – 200	\$53.44	\$25.32
Over 200	\$76.84	\$32.76

Trailer Mounted Concrete Pumps

Gasoline and Diesel Powered

Maximum Output (Cubic Yards/Hour)	Rental Rate Schedule	
	Column 1	Column 2
Up to 45	\$8.69	\$19.69
46 – 60	\$10.52	\$23.22
61 – 90	\$14.38	\$32.18
Over 90	\$23.09	\$54.69

Concrete Saws

Gasoline Powered

Blades costs are not included

Blade Capacity Diameter (Inches)	Rental Rate Schedule	
	Column 1	Column 2
Up to 14	\$1.19	\$4.96
Over 14	\$2.25	\$10.01

Flexible Shaft Concrete Vibrators

Gasoline and Electric Powered ⁶

Shaft Length (Feet)	Rental Rate Schedule			
	Gasoline		Electric ⁶	
	Column 1	Column 2	Column 1	Column 2
All Shaft Lengths	\$0.48	\$1.98	\$0.27	\$0.10

⁶ The cost of electricity is not included.

SECTION 11 : CRUSHING & CONVEYING

Heavy Duty Portable Belt Conveyors

Gasoline, Diesel and Electric Powered

Electricity costs are not included

Capacity (Tons/Hour)	Rental Rate Schedule					
	Gasoline		Diesel		Electric	
	Column 1	Column 2	Column 1	Column 2	Column 1	Column 2
Up to 625	\$9.12	\$11.66	\$10.01	\$12.65	\$7.52	\$4.45
Over 625	\$12.08	\$28.07	\$15.24	\$28.06	\$11.38	\$6.51

Portable Screening Plants

Gasoline and Diesel Powered

Belt Size	Rental Rate Schedule					
	Single Deck		Double Deck		Triple Deck	
	Column 1	Column 2	Column 1	Column 2	Column 1	Column 2
18"x 40', 50', 60'	\$10.74	\$13.37	\$10.90	\$13.41	\$11.63	\$13.82
24"x 40', 50', 60'	\$10.81	\$16.16	\$10.81	\$16.15	\$11.78	\$16.62
30"x 40', 50', 60'	\$11.32	\$19.37	\$11.16	\$19.30	\$12.13	\$19.79
36"x 40', 50', 60'	\$11.62	\$20.91	\$11.62	\$20.84	\$12.62	\$21.41
42"x 40', 50', 60'	\$17.16	\$30.85	\$17.54	\$30.89	\$18.63	\$31.66
48"x 40', 50', 60'	\$18.25	\$37.09	\$18.52	\$37.08	\$19.60	\$37.85

Apron and Belt Type Feeders

Electric Powered

Electric motor or electricity costs are not included

Horsepower (H.P.)	Rental Rate Schedule			
	Apron		Belt	
	Column 1	Column 2	Column 1	Column 2
Up to 5	\$8.10	\$3.23	\$2.27	\$0.91
Over 5	\$9.50	\$3.60	\$2.73	\$1.02

SECTION 12 : GENERATORS

Small Generator Sets

Enclosed, Gasoline and Diesel Powered

Prime Output (Watts)	Rental Rate Schedule	
	Column 1	Column 2
Up to 2,000	\$0.20	\$1.63
2,001 – 4,000	\$0.34	\$2.40
4,001 – 9,000	\$0.80	\$4.27
Over 9,000	\$1.71	\$6.72

Large Generator Sets

Diesel Powered

Prime Output @ 60 Hz (KW)	Rental Rate Schedule			
	Enclosed		Open	
	Column 1	Column 2	Column 1	Column 2
Up to 50	\$3.04	\$14.18	\$2.52	\$13.97
51 – 100	\$4.34	\$27.40	\$3.51	\$27.03
101 – 200	\$5.81	\$51.98	\$4.71	\$51.54
201 – 300	\$8.75	\$79.35	\$6.91	\$78.56
301 – 400	\$9.99	\$116.16	\$8.53	\$115.53
401 – 600	\$15.56	\$157.06	\$12.65	\$155.78
601 – 800	\$27.14	\$221.42	\$18.07	\$217.30
Over 800	\$43.61	\$400.45	\$31.20	\$394.83

Portable Welders

Includes ground cable and lead cable only

Tire costs not included, Gasoline and Diesel Powered

Horsepower (HP)	Rental Rate	
	Column 1	Column 2
Up to 16	\$0.38	\$2.78
34	\$0.72	\$5.10
50	\$1.11	\$9.47
Over 50	\$1.31	\$12.48

SECTION 13 : HOISTS & DERRICKS

Aerial Lifts

Truck Mounted, Insulated, 360 degree turntable rotation

Maximum Platform Height (Ft)	Rental Rate Schedule			
	Telescopic Boom		Articulating Boom	
	Column 1	Column 2	Column 1	Column 2
Up to 40'	\$5.68	\$2.21	\$6.23	\$2.20
41 – 50'	\$9.19	\$2.93	\$11.78	\$3.49
51 – 60'	\$10.13	\$3.21	\$10.80	\$3.36
Over 60'	\$19.15	\$5.03	\$35.47	\$8.38

SECTION 14 : LIFTING

Truck Mounted Hydraulic Cranes

Single Engine, Diesel Powered

Lifting Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 50	\$73.26	\$96.69
Over 50	\$81.66	\$110.63

Telescopic Cranes

Truck Mounted, Hydraulic Powered

Does not include jib boom

Lifting Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 5	\$3.22	\$2.13
10	\$8.53	\$3.90
20	\$11.44	\$5.82
30	\$20.56	\$9.50
Over 30	\$33.84	\$13.23

Articulated Cranes

Truck Mounted, PTO Powered

Lifting Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 5	\$4.28	\$2.42
7.5	\$6.03	\$2.89
Over 7.5	\$11.95	\$5.20

Jib Booms

Stowable and Non-Stowable

Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 50	\$0.79	\$0.53
Over 50	\$4.75	\$1.77

SECTION 14 : LIFTING (cont.)

Crawler Mounted Lattice Boom Cranes

Diesel Powered

Lifting Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 75	\$61.09	\$57.07
100	\$81.77	\$73.81
150	\$107.35	\$93.20
Over 150	\$142.10	\$119.98

Truck Mounted Lattice Boom Cranes

Diesel/Diesel Powered

Lifting Capacity (Tons)	Rental Rate Schedule	
	Column 1	Column 2
Up to 150	\$111.77	\$75.32
Over 150	\$176.83	\$128.49

SECTION 15 : PUMPING

Heavy Duty Centrifugal Pumps

Portable, Self-priming, Manual and Electric Start
Hoses and Auxiliary Equipment Not Included

Suction/Discharge (")	Rental Rate Schedule			
	Gasoline Powered		Diesel Powered	
	Column 1	Column 2	Column 1	Column 2
1.5"	\$1.03	\$1.77		
2"	\$1.12	\$3.06	\$1.17	\$1.80
3"	\$1.34	\$3.89	\$1.48	\$2.74
4"	\$2.70	\$15.94	\$3.44	\$9.68
6"	\$3.78	\$22.26	\$4.02	\$13.42
Over 6"	\$4.26	\$25.94	\$8.01	\$16.95

Diaphragm Pumps

Portable, Hoses and Auxiliary Equipment Not Included
Gasoline, Electric and Diesel Powered

Suction/Discharge Hose (")	Rental Rate Schedule	
	Column 1	Column 2
2"	\$1.21	\$1.69
3"	\$1.26	\$1.77
4"	\$1.49	\$2.13

Self-Priming Trash Pumps

Portable, Gasoline and Diesel Powered, Electric and Manual Start
Hoses and Auxiliary Equipment Are Not Included

Suction/Discharge (")	Rental Rate Schedule	
	Column 1	Column 2
1.5"	\$0.56	\$2.72
2"	\$0.86	\$3.43
3"	\$0.96	\$4.20
4"	\$2.37	\$11.68
Over 4"	\$5.18	\$19.89

SECTION 15 : PUMPING (cont.)

Submersible Trash Pumps

Electric Powered, includes 50' of cable
Operating costs does not include electricity costs

Suction/Discharge (")	Rental Rate Schedule	
	Column 1	Column 2
Up to 6"	\$2.45	\$1.42
Over 6"	\$5.10	\$1.97

Hoses

Includes couplings, 25' length

Diameter (")	Rental Rate Schedule			
	Discharge		Suction	
	Column 1	Column 2	Column 1	Column 2
1.5"	\$0.02	\$0.00	\$0.05	\$0.00
2"	\$0.03	\$0.00	\$0.06	\$0.00
3"	\$0.05	\$0.00	\$0.11	\$0.01
4"	\$0.08	\$0.01	\$0.12	\$0.01
6"	\$0.22	\$0.02	\$0.42	\$0.03

ATTACHMENT 5

Cybersecurity Grant - DHSES

Award Amounts

Consultant Services	\$25,000.00
Equipment	\$25,000.00
Total Grant Award	\$50,000.00
Total Grant Expenditures	\$37,713.24
Total unexpended award	\$12,286.76

Expenditures

Consultant Services	Invoice Rcvd.	Check Date	Invoiced Amount	Grant	Match	State Aid Voucher Date
DTG/Cyflare-analysis		5/18/2021	\$12,500.00	\$ 12,500.00		8/3/2021
Integrated-fixing network		5/18/2021	\$2,050.50	\$ 2,050.50		8/3/2021
DTG/Cyflare-analysis		5/17/2022	\$12,500.00	\$ 10,449.50	\$ 2,050.50	7/5/2022
				\$ 25,000.00	\$ 2,050.50	
			Total Planning Expenditures	\$ 27,050.50		

Equipment	Invoice Rcvd.	Check Date	Invoiced Amount	Grant	Match	State Aid Voucher Date
Integrated-equipment		10/19/2021	\$10,088.24	\$ 10,088.24		7/5/2022
Integrated-installation		10/1/2021	\$2,625.00	\$ 2,625.00		7/5/2022
			Total Equipment Expenditures	\$ 12,713.24		

			Total Grant Expenditures	\$ 37,713.24		
			*Total Project Expenditures	\$39,763.74		

*Grant expenditures plus match amount



Town of Canandaigua , NY

Detail Report Account Summary

Date Range: 01/01/2019 - 10/31/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: HH100 - CAPITAL PROJECTS				
HH100.0202.00030	CASH - INVESTMENTS.CYBERSECURITY	0.00	10,662.74	10662.74
HH100.1680.201.00030	DATA.CYBERSECURITY.PLANNING	0.00	25,000.00	25000.00
HH100.1680.202.00030	DATA.CYBERSECURITY.IMPLEMENTATION	0.00	2,050.50	2050.50
HH100.4097.00030	FED AID.CYBERSECURITY.DHSES GRANT	0.00	-37,713.24	-37713.24
Total Fund: HH100 - CAPITAL PROJECTS:		0.00	0.00	0.00
Grand Totals:		0.00	0.00	0.00

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
HH100 - CAPITAL PROJECTS	0.00	0.00	0.00
Grand Total:	0.00	0.00	0.00



Town of Canandaigua , NY

Project Activity Report

By Project Number

Report Dates: 01/01/2019 - 10/31/2022

Project Number	Project Name	Group	Type	Status
30	Cybersecurity Improvements	Project focus on community service	Multi-year Capital Project	Project is Active
Revenues				
Account Key	Account Name	Category	Total Activity	
HH100409700030	FED AID.DHSES GRANT	Category - Category	-37,713.24	
GL Account Number	GL Account Name	Post Date	Description	Activity
NO GL ACCOUNT		11/09/2021	11/09/21 Grant Deposit	-14,550.50
				2021 Total: -14,550.50
HH100.4097.00030	FED AID.CYBERSECURITY.DHS	09/30/2022	Cybersecurity Grant	-23,162.74
				2022 Extension Total: -23,162.74
				Total Revenues: -37,713.24
Expenses				
Account Key	Account Name	Category	Total Activity	
HH100168020100030	DATA.CYBERSECURITY.PLANNING	Category - Category	25,000.00	
GL Account Number	GL Account Name	Post Date	Description	Activity
HH100.1680.201.00030	DATA.CYBERSECURITY.PLANN	05/17/2021	Cybersecurity Assessment - 1 of 2	12,500.00
				2021 Total: 12,500.00
HH100.1680.201.00030	DATA.CYBERSECURITY.PLANN	05/16/2022	Cybersecurity Assessment - 2 of 2	12,500.00
				2022 Extension Total: 12,500.00
HH100168020200030	DATA.CYBERSECURITY.IMPLEMENTATION	Category - Category	14,763.74	
GL Account Number	GL Account Name	Post Date	Description	Activity
HH100.1680.202.00030	DATA.CYBERSECURITY.IMPLE	06/16/2021	Transfer for Cybersecurity Changes	2,050.50
NO GL ACCOUNT		12/31/2021	To Post 2021 WiFi expenses to PA	12,713.24
				2021 Total: 14,763.74
HH100.1680.202.00030	DATA.CYBERSECURITY.IMPLE	07/18/2022	Security System 16-channel switch	641.48
HH100.1680.202.00030	DATA.CYBERSECURITY.IMPLE	07/18/2022	Security System Camera for Server	80.98
HH100.1680.202.00030	DATA.CYBERSECURITY.IMPLE	07/18/2022	Security System Installation	765.00
HH100.1680.202.00030	DATA.CYBERSECURITY.IMPLE	07/18/2022	Security System Monitoring Software	3,263.97
NO GL ACCOUNT		09/12/2022	Refund for Security Cameras - Didn't purchase	-4,751.43
				2022 Extension Total: 0.00
				Total Expenses: 39,763.74
				30 Total: 2,050.50

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
30	Cybersecurity Improvements	37,713.24	39,763.74	-2,050.50
Project Totals:		37,713.24	39,763.74	-2,050.50

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Project focus on community service	37,713.24	39,763.74	-2,050.50
Group Totals:	37,713.24	39,763.74	-2,050.50

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Multi-year Capital Project	37,713.24	39,763.74	-2,050.50
Type Totals:	37,713.24	39,763.74	-2,050.50

ATTACHMENT 6

MERCHANT CARD PROCESSING AGREEMENT

This Merchant Card Processing Agreement is for merchant card payment processing services between the merchant ("Merchant") that signed the Application (the "Application") and Synovus Bank (the "Merchant Bank") and Secure Bancard, LLC (the "Processor"). The Processor and the Merchant Bank are collectively hereinafter referred to as the "Bank". Processor and Merchant Bank reserve the right to allocate Bank's duties and obligations amongst themselves as they deem appropriate in their sole discretion, and Merchant Bank or Processor may jointly or individually assert or exercise any rights or remedies provided to Bank hereunder.

Notwithstanding the foregoing or any other provision hereof, Merchant understands and agrees (A) that Merchant Bank does not sponsor Processor into the American Express or Diners Club/Carte Blanche or JCB Network, is not providing or agreeing to provide Merchant any services hereunder with respect to American Express or Diners Club/Carte Blanche or JCB Network Card transactions, does not determine or approve or agree upon any fees, charges, pricing, or any other terms and conditions, relating to American Express or Diners Club/Carte Blanche or JCB Network Card transactions, and has no responsibility or liability to Merchant for American Express or Diners Club/Carte Blanche or JCB Network Card transactions; and (B) that Merchant Bank does not provide or agree to provide Merchant any services hereunder or have any responsibility or liability to Merchant with respect to any PIN-based debit or stored value or electronic benefit transfer transactions (except only to the extent, if any, required under Visa's or MasterCard's or Discover's Operating Rules or under any mandatory provisions of applicable law), or any other Card type transactions (other than Visa and MasterCard and Discover credit and non-PIN based debit/stored value Card transactions), or any other services specified in the Application as covered in whole or in part by this Agreement but as not being provided by Merchant Bank; and (C) that to the extent applicable to American Express or Diners Club/Carte Blanche or JCB Network Cards or transactions, or to any of the other types of Cards, transactions or services referred to above or in the Application as not being provided by Merchant Bank, any reference herein or in any of the other documents constituting part of the "Agreement" (as defined below) to the terms "Bank" or "Merchant Bank" (except only to the extent the reference constitutes a complete disclaimer of responsibility or liability on the part of Bank or Merchant Bank, or constitutes an obligation on the part of Merchant to indemnify, defend or hold harmless Bank or Merchant Bank from or against any responsibility or liability) means Processor only.

The appendices, addenda, schedules and FEE SCHEDULE that accompany or are incorporated by reference into this Merchant Card Processing Agreement, as amended from time to time as provided herein, are part of the terms and conditions of this Agreement, as are the Application and the Operating Rules, and with this Merchant Card Processing Agreement are individually and collectively hereinafter referred to as the "Agreement" or as the "Merchant Agreement".

According to the processing services selected by Merchant on the Application and, in accordance with the terms of this Agreement and applicable Operating Rules, Merchant agrees to participate in the Bank's Card processing program by honoring Valid Cards in accordance with this Agreement; and to submit sales drafts, Credit Vouchers and other electronic data to Bank for the Card Program services provided by Bank.

With respect to Visa Transactions:

Merchant Bank is responsible for providing settlement funds directly to Merchant, and Processor shall not have access to or hold settlement funds.

With respect to MasterCard Transactions:

a) For purposes of the Agreement and performance of the Agreement by the Processor: (1) the Processor is the exclusive agent of Merchant Bank; (2) Merchant Bank is at all times and entirely responsible for, and in control of, Processor's performance; and (3) Merchant Bank must approve, in advance, any fee to or obligation of the Merchant arising from or related to performance of the Agreement.

- b) The Agreement is not effective and may not be modified in any respect without the express written consent of Merchant Bank.
- c) Processor may not have access, directly or indirectly, to any account for funds or funds due to a Merchant and/or funds withheld from a Merchant for Chargebacks arising from, or related to, performance of the Agreement. Merchant Bank may not assign or otherwise transfer an obligation to pay or reimburse a Merchant arising from, or related to, performance of the Agreement to Processor.
- d) Processor may not subcontract, sublicense, assign, license, franchise, or in any manner extend or transfer to any third party, any right or obligation of Processor set forth in the Agreement.
- e) Merchant Bank is responsible for the Program and for the Merchant's participation in the Program.
- f) The Merchant Agreement shall not take effect without being signed by Merchant Bank.

1. DEFINITIONS.

- a. "Acceptance" is the process by which Merchant allows a Card or electronic debit or credit entry to be used by a Cardholder as a means of payment.
- b. "ACH" means the Automated Clearing House Network.
- c. "ACH Rules" means, collectively, the National Automated Clearing House Association ("NACHA") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.
- d. "Address Verification Service" (AVS) is a Card fraud prevention tool designed for mail order, telephone order and electronic commerce (internet) merchants and other electronic transactions. Use of AVS is not a guarantee that a Card Transaction is valid.
- e. "Adjustment" is one or more transactions involving a Credit Voucher, a Chargeback, or a correction to the Settlement Account resulting from a Card Transaction processing error, or from Merchant's failure to follow the Operating Rules.
- f. "Application" is the Application for Merchant Agreement that Merchant completed and signed and which is subsequently individually accepted by both Processor and Merchant Bank by execution or as otherwise provided herein.
- g. "Authorization" is the process whereby Merchant in compliance with the Operating Rules for each Card obtains approval of a Charge from the Card Issuer. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.
- h. "Authorization Code" is a message obtained through the Card Networks' Authorization networks that informs Merchant that a Card transaction has been approved.
- i. "Batch" is a term that collectively refers to Card transactions delivered for processing in a file and processed within a given period of time, usually daily.
- j. "Business Day" is Monday through Friday excluding Merchant Bank holidays. Each Business Day ends at the cut-off time specified by Merchant Bank. Charges submitted for processing on a holiday, weekend, or after the cut-off time are treated as received the following Business Day.
- k. "Card" is any Visa-branded or MasterCard-branded or Discover® Network branded Credit and Business Cards or Debit Cards, private-label credit card, ATM/debit Card, or any other card issued by a member of a Card Network which Bank may at any time specify in writing as an additional Card payment option available to Merchant (See also "Valid Card").

l. "Card Not Present" or "CNP" is a Card Transaction wherein neither the Cardholder nor the Card is physically present at the Point of Sale. Mail order and telephone order (MO/TO), electronic commerce and Preauthorized Transactions are collectively referred to as "CNP Transactions".

m. "Card Program" is one or more programs of financial service Cards honored by Merchants and financial institutions for presentment and collection of Cardholder indebtedness.

n. "Card Transaction" is the honoring of a Card by Merchant to purchase Merchant's goods or services.

o. "Cardholder" is the person issued a Card and a corresponding account by a Card Issuer.

p. "Cardholder Account" is the account of a Cardholder as represented by a Card.

q. "Card Network" refers to any entity formed to administer and promote Cards, including, without limitation, MasterCard International, Incorporated ("MasterCard") Visa U.S.A. Inc. and Visa International (collectively, "Visa") and Discover Network. In the case of On-line Debit Transactions, "Card Network" includes the Debit Networks.

r. "Card Issuer" is the institution authorized by a Card Network to issue Cards to Cardholders and that has issued a Card presented to Merchant for a Charge or Credit Voucher.

s. "Card Verification Value (CVV)/Card Validation Code 2 (CVC2)/Card Identification Data (CID)" is a unique value encoded on the Magnetic Stripe of a Card used to validate Card information during the Authorization process.

t. "Card Verification Value 2 (CVV2)/Card Validation Code 2 (CVC2)/Card Identification Data (CID)" is a code derived by the Card Issuer and printed on the reverse side of a Card. The CVV2/CVC2/CID is used to deter fraudulent use of an account number in a CNP Transaction.

u. "Charge" is the evidence of an obligation of a Cardholder arising from a Card Transaction with Merchant which is submitted by Merchant in paper or electronic form to Bank for processing through a Card Network's interchange system so that payment may be made to Merchant and the amount of the Charge posted to the Cardholder Account. A Charge also may be referred to as a "Charge Record," "sales draft" or "sales slip."

v. "Chargeback" is a return of a Charge to Merchant, typically initiated by a Cardholder through a Card Issuer, for transmittal to and payment by Merchant under Operating Rules established by the Card Networks.

w. "Credit and Business Cards" are any Visa-branded or MasterCard-branded or Discover Network branded Cards that are adopted by Visa or MasterCard or Discover Network for use in connection with their consumer credit and charge Card Programs, any Visa-branded or MasterCard-branded or Discover Network branded business, corporate or, commercial Card (includes business, corporate and public sector credit, charge or debit Cards), and any other Visa-branded or MasterCard-branded or Discover Network branded Card that is not defined as a Debit Card.

x. "Credit Voucher" is the evidence of a partial or total refund of a Charge submitted by Merchant to Bank in paper or electronic form for processing through a Card Network interchange system so that credit may be made to a Cardholder Account. A Credit Voucher may also be referred to as a "Credit Slip".

y. "Debit Cards" are Visa-branded or MasterCard-branded or Discover Network branded consumer Cards issued by U.S. Card Issuers that when presented for payment, access, debit, hold or settle funds from a consumer's demand deposit, investment or other asset account. Examples of Debit Cards

include: Visa Classic, Gold and Platinum Check Cards; Visa Check Card II Check Cards; Visa Buxx Cards; Visa Payroll Cards; Visa Gift Cards; and MasterCard Standard, Gold, and Platinum debit Cards.

z. "Debit Network" is an online data processing system used to support PIN based Card Transactions.

aa. "Installment Billing Transaction" is a single purchase of goods that is divided into two or more installment payment transactions made in a Card Not Present environment.

bb. "Magnetic Stripe" refers to a stripe of magnetic information affixed to the back of a plastic credit or debit Card. The magnetic stripe contains essential Cardholder and account information.

cc. "Merchant Affiliate" is any entity or account designated as "Affiliated" on the Application and, in addition, any person or entity which is owned or controlled, in whole or in part, by Merchant or any of Merchant's principal business owners identified in the Application ("Principals").

dd. "Merchant Identification Number (MID)" is the identification number assigned to Merchant by Bank for the purposes of participation in Bank's Card Program. Merchant may be assigned multiple MIDs.

ee. "Merchant Servicer" means any contractor, agent, hardware provider, software provider or service provider who is engaged directly or indirectly by Merchant or who otherwise acts for or on behalf of Merchant in connection with Merchant's acceptance of Cards or the submission of Charges or Credit Vouchers to Bank, or who otherwise assists Merchant in the performance of Merchant's obligations under this Agreement, and includes without limitation any "Agent", "Merchant Servicer", "Third Party", "Merchant Processor", "Data Storage Entity", "Payment Service Provider", "Internet Payment Service Provider", or "Payment Facilitator" who acts for or on behalf of Merchant within the meaning of the Operating Rules, and any other person or entity who will store, transmit, process, or otherwise have access to, any Cardholder or card transaction data in connection with Merchant's performance of Merchant's obligations under this Agreement.

ff. "On-line Debit Card Transaction" is a Card Transaction between the Merchant and the Cardholder that is initiated with a Card that is processed through a Debit Network, and that requires entry of a Cardholder's personal identification number ("PIN") during the transaction process.

gg. "Operating Guide" means any manuals or guides prepared by Bank from time to time, containing operational procedures, instructions and other directives relating to Card Transactions.

hh. "Operating Rules" are relevant portions of Operating Regulations, Operating Manuals, Operating Guide, Official Rules, Bulletins, Notices, and similar documents issued by Card Networks, Debit Networks, Merchant Bank or Processor. (Merchant acknowledges that MasterCard has published a "Rules Manual" and a "Chargeback Guide", which are available at the MasterCard web site; and that Visa has published a public version of the "Visa International Operating Regulations" and a "Card Acceptance Guidelines for Visa Merchants" and a "Chargeback Management Guidelines for Visa Merchants", which are available at the Visa website. Merchant represents, warrants and agrees that Merchant has accessed each of these documents, and that Merchant will at all times continue to maintain the capability to access, and will access, each of these documents as in effect from time to time, including any changed versions thereof as may be published from time to time by the applicable Card Network. In the event there shall be any inconsistency between any such published version of a Card Network's Operating Rules and the version made applicable to Merchant Bank from time to time by the applicable Card Network, the version made applicable to Merchant Bank from time to time by the applicable Card Network shall control to the extent of the inconsistency.) The Operating Rules, as in effect from time to time, are incorporated herein by this reference. References herein to any particular sections of any Operating Rules of a Card Network, are

deemed to include any future changed, supplemented and/or re-numbered versions of those sections, when and as made effective from time to time by the applicable Card Network.

ii. "Point of Sale" or "POS" is each location of Merchant where Merchant and Cardholder can jointly complete a Charge or Credit Voucher transaction in connection with the Cardholder's purchase of goods or services provided by Merchant.

jj. "Preauthorized Health Care Transaction" is a Card Transaction for which a Cardholder has given a health care Merchant written permission to the Cardholder Account for services.

kk. "Preauthorized Transaction" is a Card Transaction for which a Cardholder has given advance permission to periodically charge the Cardholder Account. Preauthorized Transactions include Recurring Transactions, Installment Billing Transactions, and Preauthorized Health Care Transactions.

ll. "Processing Fees" are the fees payable by Merchant to Bank for the Card Program services Bank provides to Merchant in connection with this Agreement, as specified in the FEE SCHEDULE to the Application or as otherwise provided for in this Agreement or an Addendum thereto.

mm. "Recurring Transaction" is a Card Transaction where the Cardholder provides permission, in either written or electronic format, to a Merchant to periodically charge the Cardholder Account for recurring goods or services, including, but not limited to, insurance premiums, subscriptions, monthly internet access fees, membership fees, tuition, or utility charges.

nn. "Regulation E" means the regulations, together with all staff interpretations issued thereunder, published by the Federal Reserve Board to implement The Electronic Funds Transfer Act. "Regulation E" includes specific rules for all parties involved governing the issuance and use of Debit Cards and the processing of On-line Debit Card Transactions.

oo. "Settlement Account" is the checking account or other acceptable deposit account Merchant maintains at a depository institution acceptable to Bank for credit of Charges by Merchant Bank and debit of Credit Vouchers, Chargebacks, Processing Fees and any fines or fees assessed by Card Networks or other governmental agency or entity having authority.

pp. "Valid Card" is a Card that is (1) properly issued under the authority of a Card Network (not counterfeit); (2) "current" according to any beginning and expiration dates on the Card; (3) signed by the Cardholder named on the front or other authorized signer, or in the case of CNP Transactions, in compliance with the applicable Operating Rules; (4) not listed at the time of a Charge in a warning bulletin or notice issued by a Card Network; and (5) not visibly altered or mutilated when physically present at the POS.

2. MERCHANT'S APPLICATION AND INFORMATION.

By completing and signing the Application, Merchant applies for the Card Program services covered by the Application and this Agreement. In its sole and absolute discretion, Processor and/or Merchant Bank may accept or reject Merchant's Application. Merchant may present Charges to Bank only for the activities and in the volumes described on the Application, including the percentage of mail/phone order and electronic commerce (internet) transactions. (Without limiting the generality of the foregoing, Merchant understands and agrees that Merchant shall not present Charges to Bank which arise from any internet gambling transactions, or any other form of gambling transactions, unless (i) such activities by Merchant are described in the Merchant Application and (ii) there shall first have been entered into a separate agreement with Merchant with regard to such transactions, signed by both Processor and Merchant Bank.)

3. MERCHANT'S GENERAL DUTIES.

a. Merchant will comply with this Agreement for submitting and processing Charges and Credit Vouchers with Bank. Bank is responsible to Merchant for processing Card Transactions under the Operating Rules for the Card Program services to which Merchant subscribes, which may vary among Card types.

b. Merchant may choose to accept (in the case of Visa or MasterCard acceptance) (i) Debit Cards only, or (ii) Credit and Business Cards only or, (iii) both Debit Cards and Credit and Business Cards, in each case of the Card Networks designated by Merchant on the Application (if Merchant has chosen to accept Discover Card Transactions in the Application, Merchant agrees to accept all Discover Cards, whether Credit and Business Cards or Debit Cards). The applicable discount rates for Debit Cards and Credit and Business Cards are stated on the FEE SCHEDULE provided in or with the Application, as the same may be modified from time to time as provided herein. Merchant shall designate which Card type(s) Merchant will accept upon the signing of the Application.

c. For Card Transactions, Merchant agrees (in the case of each of the following, to the extent such agreement is not prohibited by mandatory provisions of applicable law) to: (i) honor all Valid Cards of the Card type(s) selected under Section 3.b; (ii) with respect to the Card Networks whose Cards Merchant so selects, honor all Cards, regardless of type(s), issued by a non U.S. Card Issuer; (iii) not accept Cardholder payments for previous Card charges incurred at the Merchant location; (iv) not establish minimum or maximum amounts for Card Charges or Credit Vouchers unless otherwise required or allowed by the Operating Rules; (v) not impose any surcharge or convenience fee on Card Charges or transactions if the surcharge or convenience fee is prohibited by the Operating Rules; (vi) not require a Cardholder to complete a postcard or similar device that includes the Cardholder Account number, Card expiration date, signature or any other Card account data in plain view when mailed; (vii) not add any tax to transactions, unless applicable law expressly requires that Merchant be permitted to impose a tax; any tax amount, if allowed, must be included in the Charge amount and not collected separately; (viii) not request or use a Cardholder Account number for any purpose other than as payment for Merchant's goods or services; (ix) not disburse funds in the form of travelers cheques or other non-cash media, if the sole purpose is to allow a Cardholder to make a cash purchase of goods or services from Merchant; (x) not use a Charge to make a cash advance to any person or to disburse funds in the form of cash, except for specialized transactions previously authorized by Bank in writing; (xi) not require a Cardholder to provide fingerprints or other personal information, such as address, license, telephone number or social security number as a condition for honoring a Card, unless required to do so by the Operating Rules; (xii) not make a photocopy of a Card or require the Cardholder to provide a photocopy or facsimile of a Card unless the photocopy or facsimile is needed for a Card recovery program of Bank or a Card Network; (xiii) not submit Card Charges for processing without physical possession of a Card unless pre-approved in writing by Bank, either on the Application or in other written form; (xiv) comply with all laws in completing Card Transactions, performing obligations under this Agreement, and otherwise conducting Merchant's business; (xv) not accept Cards for transactions that are classified as "Quasi-Cash Transactions" including, but not limited to, the sale of casino gaming chips, money orders, opening deposits on financial or other accounts, wire transfer money orders, or the issuance of scrip; (xvi) not accept a Card to collect or refinance an existing debt that has been deemed uncollectible by Merchant; (xvii) not enter into interchange a Charge that represents collection of a dishonored check or a Chargeback; (xviii) not require a Cardholder, as a condition of honoring a Card, to sign a statement that waives the Cardholder's rights to dispute the transaction with the Card Issuer; (xix) as applicable, accept CNP Transactions in accordance with the terms of the CNP ADDENDUM; (xx) provide Bank with evidence of the original purchase.

d. Merchant, and not Bank, is responsible for any advice from, acts of, as well as omissions, acts of fraud or acts of misconduct by Merchant's employees, processors, consultants, advisors, contractors, agents, officers and directors. Merchant, and not Bank, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS terminals, or software.

e. Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("Documents") which are to be provided by Bank to Merchant under this Agreement. Bank will notify Merchant that a Document is available at Processor's web site with a link to

that specific page of the web site containing the Document. Merchant agrees that such notification will be sent to Merchant at the e-mail address provided as part of the Application.

Merchant understands and acknowledges that access to the Internet, e-mail and the worldwide web are required for Merchant to access a Document electronically and Merchant confirms that Merchant has such access. Merchant understands that there are costs related to access Documents electronically and Merchant agrees that Merchant is responsible for these related access costs.

At any time and without giving Merchant advance notice, Merchant Bank and/or Processor may elect not to send a Document electronically, in which case a paper copy of the Document will be sent to Merchant or such Document shall otherwise be provided as provided for herein.

4. PROCEDURES FOR CARD TRANSACTIONS.

a. **Operating Procedures for Card Transactions.** In accepting Cards for the purchase of Merchant's goods and services, Merchant shall comply with the requirements of this Agreement, including but not limited to the Operating Rules and applicable law, as the same are revised from time to time.

i. Authorization Unless specifically exempted by Operating Rules, Merchant agrees to obtain Authorization for the total amount of the transaction, including the tip and tax, if applicable, and shall record the positive Authorization Code on the sales draft prior to completing the transaction. Such Authorization must be obtained for every Card Transaction on the transaction date and prior to completing the transaction, unless otherwise specified in the Operating Rules. Procedures for obtaining Authorizations are set forth in the Operating Rules. If a Merchant completes a Charge without Authorization, Merchant will be responsible for any Chargeback of the Charge and this Agreement shall be subject to immediate termination without notice. Obtaining Authorization does not assure that the person using the Card is the Cardholder and will not prevent a Chargeback to Merchant for any of a variety of reasons under the Operating Rules, including use of the Card by an unauthorized user or a Cardholder claim or defense relating to the Charge. Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover any Card, (a) if Merchant is advised by the authorizing center to retain it, (b) if Merchant has reasonable grounds to believe such Card is counterfeit, fraudulent or stolen, or (c) if the Card's embossed account number, indent printed account number and/or encoded account number do not match, or an unexpired Card does not have the appropriate hologram on the Card face. Merchant's efforts to recover a Card will at all times be reasonable under the circumstances. The obligation of Merchant of retain or recover a Card imposed by this section does not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Bank harmless from any claim arising from any injury to person or property or other breach of the peace.

ii. Recording a Charge. Merchant must record each Charge and Credit Voucher by following procedures in a format and manner specified by Bank and using records such as sales drafts, sales slips or electronic processing records and methods, as set forth in the Operating Rules. Merchant will complete each sale as a single Charge, except as alternative methods are specifically approved by Bank in writing. Merchant will deliver to the Cardholder an accurate and complete copy of the Charge, no later than the time of delivery of the goods or performance of services, using a format approved by the Card Networks and supplied by Bank. Merchant must provide on the Cardholder's copy of the Charge the truncated Card account number of the Cardholder.

For receipts completed by Internet Payment Service Providers, Payment Service Providers, or Payment Facilitators, see additional requirements set forth in the Operating Rules.

iii. Refunds; Adjustments; Credit Vouchers.

(A) Merchant Policy: Merchant may limit returned merchandise or limit price adjustments, to the same extent as for sales not involving a Card, provided Merchant properly discloses its policy to the Cardholder before the sale, the limits are properly disclosed on the Charge Record before the Cardholder signs it, and the purchased goods or services are delivered to the Cardholder at the time

the Charge takes place. Proper disclosure means the words “NO REFUND,” “EXCHANGE ONLY,” or “IN STORE CREDIT ONLY” are printed in large letters near the signature line on all copies of the Charge Record prior to obtaining the Cardholder’s signature on the Charge Record. Merchant will submit any changes to its return policy to Bank in writing at least thirty (30) days before the change and will not implement any change to which Bank reasonably objects. Merchant’s policies will not override the Operating Rules and will not prevent Chargebacks to Merchant under those rules.

(B) Credit Vouchers: Merchant will not make a refund or Adjustment for a Charge in cash (except when required by law), but will deliver to Bank a Credit Voucher for a refund or Adjustment to the Cardholder Account within three (3) days of the refund or Adjustment and deliver to the Cardholder a copy of the Credit Voucher at the time the refund or Adjustment is made. Merchant will include the refund date and amount and a brief description of the refund or Adjustment on the Credit Voucher in sufficient detail to identify the Card used and original Charge. The amount of the Credit Voucher must not exceed the amount of the original Charge except for any amount which Merchant agrees to reimburse the Cardholder for return postage. Merchant may not deliver a Credit Voucher to Bank for any refund or Adjustment of a purchase not originating as a Charge with the same Cardholder requesting the refund or Adjustment, a Charge not made with Merchant, or a Charge not originally processed by Bank. Merchant will not complete a Credit Voucher for a Card issued to it or its Principals or employees except for a valid refund of a Charge originating with Merchant. Merchant may not receive money from a Cardholder and subsequently deliver to Bank a Credit Voucher to make a deposit to the account of the Cardholder. Bank may delay processing Credit Vouchers on any day to the extent they exceed the total of valid Charges presented on that day and the balance in the Settlement Account available to cover the Credit Vouchers, until the sum of valid Charges and the balance in the Settlement Account is sufficient to cover the Credit Vouchers

(C) Credit Vouchers After Agreement Termination: After this Agreement terminates, Bank is not obligated to process any Credit Vouchers that Merchant submits. All Chargebacks related to Credit Voucher disputes will be Merchant’s responsibility. If Merchant enters into a new card processing service agreement with a new processor and provides Bank the name and address of Merchant’s new processor, Bank will work with the new processor at Merchant’s expense to reasonably resolve disputes.

iv. Submission of Valid Charges. Merchant will submit to Bank a Charge only if the Charge is made or approved by the Cardholder who is issued the Card used for the Charge. Except as otherwise permitted by the Operating Rules and as approved by Bank in advance, Merchant will not submit a Charge for processing by Bank until Merchant has delivered or shipped the goods and/or performed all its services. Merchant will not submit directly or indirectly: (1) any Card Transaction previously submitted to Bank; (2) any Card Transaction that Merchant knows or should have known to be fraudulent or not authorized by the Cardholder; (3) any Card Transaction that results from a transaction outside of Merchant’s normal course of business, as described on the Application; (4) any Card Transaction that results from a transaction not involving Merchant or not originated as the result of an act between Merchant and a Cardholder; or (5) any Card Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant’s business owners, family members and Principals for transactions that do not represent a purchase of goods or services from Merchant or a related credit. Merchant is responsible for its employees’ actions while in Merchant’s employ. Merchant will submit Charges and Credit Vouchers within the applicable time limits specified in the applicable Operating Rules (including, without limitation, those referred to in Section 4.a.vi below).

v. Deposit Requirements and Restrictions. Merchant must deposit only transactions that directly result from cardholder transactions with Merchant. However, a Merchant Servicer which acts in the capacity of an Internet Payment Service Provider (IPSP) or Payment Facilitator (PF) or Payment Service Provider (PSP) in accordance with the applicable Operating Rules, may deposit transaction receipts on behalf of Merchant, as long as such Merchant Servicer has been approved in advance by the Merchant Bank (in accordance with the provisions of this Agreement including but not

limited to Section 7.f) to act in such IPSP, PF or PSP capacity for the Merchant. Except as otherwise set forth in the Operating Rules: such Merchant Servicer's name may appear in the clearing record only if both these conditions are met: Cardholder accesses the web site of the Merchant Servicer directly, and the name of the Merchant Servicer is visible to the cardholder during the selection, order, and payment processing services; if the cardholder accesses the Merchant's web site and is then linked to the web site of the Merchant Servicer for payment, the Merchant Servicer's name must appear in the clearing record in conjunction with the Merchant's name. Merchant must not deposit a transaction until it does one of the following: (a) completes the transaction, (b) ships or provides the goods, (c) performs the purchased service, or (d) obtains the cardholder's consent for a recurring transaction. Merchant may deposit a prepayment, within the time limits specified in Section 4.a.vi below, if the Merchant advises the cardholder of the immediate billing at the time of the transaction, for (1) Prepayment of services, excluding estimates for services to be provided, and (2) Full prepayment of custom-ordered merchandise, manufactured to the cardholder's specifications. For prepayment of services, the transaction date is considered to be the date of cardholder prepayment. An Advance Payment Service Merchant must only deposit a transaction representing a partial or complete advance payment, provided Merchant informs the cardholder of the following, (1) Total price of the services or activity, (2) Advance payment amount, (3) Advance payment confirmation code, and (4) Cancellation terms. For more information on restrictions related to Advance Payment Service transactions, see the Special Services Addendum, section 2. In the case of Installment Billing Transactions, Merchant must **not** deposit the first Installment Billing Transaction with Bank until the shipment date of the goods. The Merchant must deposit subsequent Installment Billing Transaction Receipts at either of the following intervals: (1) 30 calendar days or more; or (2) Monthly anniversary of the shipment date (same day of each month). For more information on restrictions related to Installment Billing Transactions, see the Card Not Present (CNP) Addendum, section 5. If Merchant has multiple outlets, Merchant must ensure that Processor and Merchant Bank are able to: 1) Identify the location of each transaction on the transaction receipt, and 2) Include this identification in the clearing record.

vi. Visa Deposit Time Limits. Except as may otherwise be set forth in the Visa Operating Rules or as may otherwise be required by applicable law: (1) Merchant must deposit Charge transaction receipts within 5 calendar days of the transaction date and Credit transaction receipts within 3 calendar days of the transaction date, except as specified below; (2) Merchant must deposit Charge transactions for Delayed Delivery Transactions within 5 calendar days of the date of both the deposit and final payment; (3) Merchants with multiple outlets (and which accumulate transaction receipts at a central office or facility) and these business types: transportation companies subject to federal or foreign regulations, oil companies, car rental companies, hotels, motels, and restaurant chains, must deposit transactions as follows: (a) Charge transaction receipts within 15 calendar days of the transaction date. (b) Credit transaction receipts within 5 calendar days of the transaction date.

vii. Payments to Merchant for Valid Charges.

(A) Merchant Bank will provide provisional credit to Merchant for each valid Charge which Merchant submits to Bank by crediting Merchant's Settlement Account, provided Merchant Bank has received settlement for the valid Charge through the interchange procedures specified by the Card Network applicable to the Card used for the Charge (Bank does not provide payment for all Card types for which Authorization services are provided). Merchant Bank is not obligated to provide provisional credit to Merchant for Charges submitted that are not valid Charges, and may suspend or discontinue any provisional credit in Merchant Bank's and/or Processor's sole and absolute discretion, including for any reason that would justify termination of this Agreement. Each provisional credit from Merchant Bank to Merchant will be subject to Adjustment, including revocation, upon Bank's further review and verification. Provisional credit to Merchant for a Charge disputed by a Cardholder for any reason is not final.

(B) Merchant Bank may deduct from any payment to Merchant the amount of any Credit Voucher processed for Merchant, any Chargeback to Merchant, any amount to be deposited in the Reserve Account and any Processing Fees and Card Network fines or charges due from

Merchant or due from an entity related to Merchant under a separate agreement with Merchant Bank. Merchant must immediately pay Bank the amount by which a Credit Voucher processed on any day exceeds valid Charges submitted on that day. Without limiting Bank's remedies, Merchant Bank may obtain the amount due by deducting it from the Settlement Account, Reserve Account or other accounts of or funds due Merchant.

(C) Merchant acknowledges that all payments and credits provided to Merchant are provisional and subject to suspension, to Chargebacks and to Adjustments in accordance with this Agreement and the Operating Rules.

viii. **Retrieval Requests.** If Merchant deposits Charge Records with Bank through magnetic tape, electronic transmission, or electronic data capture terminal, upon the request of a Card Network or Bank, Merchant shall respond to all transaction documentation (retrieval) requests within the time frames specified in the applicable Operating Rules. If Merchant does not respond or responds late to a transaction documentation request, Merchant may be without recourse as Chargebacks for "non receipt of requested item" in most cases, cannot be reversed.

b. **Procedures for On-Line Debit Card Transactions.** Merchant must obtain Authorization for each On-line Debit Card Transaction before Merchant can complete the transaction. Merchant will not complete an On-line Debit Card Transaction unless it has been authorized by the Card Issuer by using the POS Equipment (defined in Section 4.d) and following the procedures of the Card Network. Merchant may not complete an On-line Debit Card Transaction without entry of the PIN by the Cardholder. Merchant will comply with Regulation E, all applicable law, and all applicable Operating Rules in connection with each On-line Debt Card Transaction.

c. **CNP Transactions.** The CNP ADDENDUM applies to all Card Transactions wherein neither the Cardholder nor the Card is physically present at the Point of Sale. CNP Transactions include mail order and telephone order, electronic commerce (internet), and Preauthorized Transactions. A Merchant may only accept CNP Transactions if the Merchant has completed the appropriate areas on the Application and has been authorized by Merchant Bank and Processor to accept such Card Transactions.

d. **Equipment; Supplies; Displays.**

i. At Merchant's request, Processor will supply Merchant with POS equipment and/or Software, including electronic terminals, other processing equipment and, for On-line Debit Card Transactions, PIN pads (collectively "POS Equipment") that comply with the Operating Rules. Processor will use good faith efforts to program the POS Equipment to operate at Merchant's location in compliance with the Operating Rules. However, Processor makes no representations or warranties that Processor's programming of the POS Equipment furnished by Processor will operate in compliance with the Operating Rules. Merchant acknowledges and agrees that it is Merchant's obligation to operate in compliance with the Operating Rules.

ii. All third party software, equipment and services provided or procured by Processor under this Agreement are provided "AS-IS" but Processor will, at Merchant's expense, use reasonable commercial efforts to assist Merchant in enforcing any warranty offered by the third party supplier of such software, equipment or services.

iii. Merchant will use only the forms for Charges and electronic processing formats provided or approved in advance by Bank. Bank may change the forms from time to time, and, upon notification, Merchant will comply with any changes. Merchant will use Charge forms or materials provided by Bank only for Charges which Merchant submits to Bank.

iv. Merchant shall display Visa, MasterCard, Discover Network and, if applicable, other Card Network decals, program marks, and advertising and promotional materials in compliance

with the Operating Rules. Merchant shall only display Visa and MasterCard and Discover Network approved decals, program marks and advertising and promotional materials for the Card type(s) that Merchant selected under Section 3.b. Merchant is prohibited from using each Card Network's program marks other than as expressly authorized in writing by Merchant Bank. Program marks mean the brands, emblems, trademarks and/or logos that identify the applicable Card Network's Cards. Additionally, Merchant shall not use the program marks other than to display decals, signage, advertising and other forms depicting the program marks that are provided to Merchant by Merchant Bank pursuant to the Merchant program provided for in this Agreement, or otherwise approved in advance in writing by Merchant Bank. Merchant may use the program marks only to promote the services covered by the program marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Merchant Bank in writing. Merchant shall not use the program marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the program marks. Merchant recognizes that it has no ownership rights in the program marks. Merchant shall not assign to any third party any of the rights to use the program marks.

v. Merchant may not (a) indicate or imply that the Card Networks or Bank endorses any Merchant goods or services, (b) refer to a Card Network or Bank in stating eligibility for Merchant's products, services or membership, or (c) use any marks, symbols or logos owned by any Card Network or Bank for any purpose other than those permitted in the Operating Rules.

vi. Merchants processing less than 1 million in annual Visa transactions and using third parties for POS application, terminal installation and integration must engage Payment Card Industry (PCI) Qualified Integrator Reseller (QIR) professionals to install, integrate, and support point-of-sale applications and terminal installation and integration. Merchant shall indemnify and hold Merchant Bank and Processor harmless against losses or damages arising from the acts or omissions of Merchant Servicers or Agents engaged by Merchant

5. CHARGEBACKS.

a. Bank will charge back to Merchant and Merchant will pay Bank, the amount of each Charge which Merchant or a Merchant Affiliate submits to Bank for processing that is subject to Chargeback to Bank for any reason under the Operating Rules, or to the extent Bank receives claims regarding the Charges from Cardholders under other provisions of law.

b. A Chargeback may occur for any one or more of several reasons under the Operating Rules or through operation of consumer protection laws, such as the Truth in Lending Act and the Fair Credit Billing Act. Chargeback reasons include, without limitation:

i. The Charge Record or any material information it contains as provided by Merchant (such as the Card account number, expiration date of the Card, merchant description, purchase amount, Charge date and Authorization date) is illegible, incomplete, incorrect, or unsigned, or is not transmitted to Bank within the required time limits;

ii. Merchant knew or, by following proper practices, should have known that the Card was not to be honored;

iii. The Charge was completed with a counterfeit or altered Card or before the valid date or after the expiration date of the Card;

iv. Merchant did not obtain Authorization, or did not provide a correct and legible Authorization Code on the Charge Record;

v. The Charge Record is a duplicate of another Charge Record, represents one of two or more Charges arising from a single purchase, or the Charge has been submitted to another merchant card processor;

vi. The Cardholder disputes participating in or approving the Charge, signing the Charge Record, or the sale, delivery, quality or performance of the purchase; the Cardholder alleges that return of goods or a Credit Voucher was improperly refused; or the Cardholder alleges that a Credit Voucher issued by Merchant was not processed for the Cardholder Account;

vii. The amount on the Charge Record submitted to Bank differs from the amount on the copy required to be delivered to the Cardholder;

viii. The Charge was fraudulent or the related purchase was not a bona fide purchase in Merchant's ordinary course of business, was subject to any claim of illegality, cancellation, avoidance, or offset for any reason, including, without limitation, negligence, fraud or dishonesty on the part of Merchant or Merchant's agents or employees or was submitted in violation of Section 6;

ix. The Cardholder has asserted what the Cardholder believes is a good faith claim or defense against the Charge;

x. The Charge is in violation of any law;

xi. The Card Transaction is one that Bank, for any reason, is or would be required to pay, repurchase or Chargeback by virtue of Operating Rules or otherwise, and was processed under this Agreement or any agreement with any Merchant Affiliate.

c. Merchant may not enter into interchange any Charge for a Card Transaction that was previously charged back to the Merchant Bank and returned to Merchant, irrespective of Cardholder approval.

d. If Bank determines that Merchant has or is reasonably likely to have a monthly ratio of Chargebacks to Charges exceeding one percent (1%), Bank, may, but is not obligated to, notify Merchant of new procedures it should adopt and additional Processing Fees imposed for processing Chargebacks, and/or may terminate this Agreement, at Merchant Bank's or Processor's discretion, without advance notice. Merchant must immediately pay any fines or fees imposed by a Card Network or Bank relating to Chargebacks to Merchant.

e. The Card Networks have established guidelines, merchant monitoring programs and reports to track merchant activity such as, but not limited to excessive credits and Chargebacks, and increased deposit activity. In the event Merchant exceeds the guidelines or submits suspicious transactions as identified by a Card Network or any related program or reports, Merchant may be subject to: (a) operating procedure requirement modifications; (b) incremental Chargebacks and/or fees; (c) settlement delay or withholding; (d) termination of this Agreement; and/or (e) audit and imposition of fines. Merchant hereby releases Bank from any and all damages, liability, costs or expenses that Merchant may incur as a result of Bank's compliance with Card Network directives.

f. Each Chargeback to Merchant is immediately due and payable by Merchant. Without limiting Bank's other remedies or Bank's security interest described in Section 16 below, Merchant Bank may deduct, debit and withhold the amount of a Chargeback or anticipated Chargeback from the Settlement Account, Reserve Account, or any Merchant account at Merchant Bank, or other property of Merchant held by Bank, or any Settlement Account or Reserve Account of a Merchant Affiliate. Bank will send Chargeback

reports to Merchant as debits occur. To the extent funds are not available from the previously described accounts of the Merchant or Merchant Affiliate, Merchant irrevocably authorizes Merchant Bank to attach and initiate withdrawals of funds from Merchant's accounts at other financial institutions, by ACH entry, sight draft, preauthorized checks, reverse wires or otherwise to cover the Chargebacks, and Merchant hereby irrevocably authorizes the other financial institutions to withdraw the funds from Merchant's accounts and pay Bank the amount of the Chargebacks. Merchant Bank will release to Merchant any of Merchant's deposits, funds or property after Bank determines in its sole and absolute discretion that the deposits, funds or property are not likely to be needed to cover any Chargebacks.

6. MERCHANT'S WARRANTIES.

Upon signing the Application, and each time Merchant submits a Charge, Merchant represents and warrants that:

- a. Merchant has abided by this Agreement, and all applicable laws and Operating Rules for the Charge;
- b. Each statement made on the Application was true as of the date Merchant signed the Application agreeing to be bound by this Agreement;
- c. There have been no materially adverse changes in information provided in the Application or in Merchant's financial condition, or management;
- d. Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed;
- e. The Charge is genuine and arises from a bona fide sale of merchandise or services by Merchant, represents a valid obligation for the amount shown on the Charge Record and does not involve the use of the Card for any other purpose;
- f. Merchant has title to the Charge, there are no liens or other encumbrances on it, and Merchant has the authority to convey the Charge for processing;
- g. The Charge is not subject to any dispute, set-off or counterclaim;
- h. The Charge has not been previously presented for processing unless allowed by the Operating Rules;
- i. Each statement on the Charge is true, and Merchant has no knowledge of facts that would impair the validity or collectability of the amount of the Charge;
- j. Merchant has completed only one Charge per sale, or one Charge per shipment of merchandise where the Cardholder has agreed to partial shipments;
- k. The person who executes the Application on behalf of the Merchant has the full power and authority to execute the Application and to enter into this Agreement;
- l. This Agreement is the legal, valid, and binding obligation of the Merchant enforceable against the Merchant in accordance with its terms;
- m. Merchant shall submit transactions and/or Charges only in accordance with the information contained in the Application and this Agreement;

n. Merchant has the power and authority to authorize the automatic funds transfer provided for in Section 14.h;

o. The Settlement Account described in Section 14 is owned and controlled by the Merchant and is a valid account for processing debit and credit transactions under this Agreement.

p. That Merchant will immediately notify Merchant Bank and Processor of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant.

q. Merchant is not (i) a Sanctioned Person, under any of the regulations of the Office of Foreign Assets Control of the U.S. Treasury, (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns.

7. CONFIDENTIALITY; DATA SECURITY.

a. Merchant will retain in a secure and confidential manner original or complete and legible copies of each Charge Record, and each Credit Voucher required to be provided to Cardholders, for at least two (2) years or longer if required by law or the Operating Rules. Merchant shall render all materials containing Cardholder Account numbers unreadable prior to discarding.

b. Merchant will store Charge Records in an area limited to selected personnel, and when record-retention requirements have been met, Merchant will destroy the records so that Charge Records are rendered unreadable.

c. Merchant will not:

i. Provide Cardholder Account numbers, personal Cardholder information or Card Transaction information to anyone except Bank, Card Networks, or Merchant's agents/Merchant Servicers (but only those who have been approved by Bank as required under this Agreement and are properly registered with the Card Networks) for the purpose of assisting Merchant in completing Card Transactions, or as specifically required by law.

ii. Retain or store Card Magnetic Stripe, CVV, CVV2, CVC2 or CID data (including Track Data) subsequent to Authorization for a Card Transaction.

iii. Sell, purchase, provide or exchange Card account number information or other Card transaction or Cardholder information to any third party, or to any entity other than Merchant's authorized agents/Merchant Servicers (but only those who have been approved by Bank as required under this Agreement and are properly registered with the Card Networks), the Bank, the Card Networks, or in response to valid legal process or subpoena.

iv. Release any Cardholder information over the telephone under any circumstances.

d. Merchant may not, in the event of its (and Merchant shall ensure, and by contract provide, that Merchant's agents/Merchant Servicers shall not, in the event of their or Merchant's) failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder Account numbers, personal information or Card Transaction information to third

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parties. In the event that Merchant's (or such an agent's/Merchant Servicer's) business fails or ceases to exist, Merchant is required to return (and shall ensure and by contract provide, that such agent/Merchant Servicer shall return) to Bank all such information or provide proof of destruction of this information to Bank.

e. Merchant confirms that it is, and shall be, in full compliance during the term of this Agreement with all federal, state and local statutes, rules and regulations (including without limitation the information privacy and security requirements of the Gramm Leach Bliley Act and regulations thereunder), as well as all rules and operating regulations and bylaws of the Card Networks, relating to the establishment and maintenance (pursuant to a comprehensive written information security program, to the extent required by any of such laws, rules or regulations, or by any such rules, operating regulations or bylaws of the Card Networks) of appropriate administrative, technical and physical security procedures and safeguards to ensure the security, confidentiality and integrity of Card transaction and Cardholder information and Merchant shall comply, and shall demonstrate its compliance with, with the Visa Cardholder Information Security Program ("CISP"), MasterCard's Site Data Protection ("SDP") Program, Discover Information Security Compliance Program ("DISC"), the Payment Card Industry Data Security Standard (PCI DSS) and Payment Application Data Security Standard (PA-DSS), and any other similar requirements contained in the Operating Rules. Merchant may find the details of the CISP program at www.visa.com/cisp. Merchant may find details of the DISC program at <http://www.discovernetwork.com/fraudsecurity/disc.html>. Merchant may find details of the SDP program at <http://www.mastercard.com/us/sdp/merchants>. The Card Networks or Bank, and their respective representatives, may inspect the premises of Merchant or any independent contractor or agent or Merchant Servicer engaged by Merchant for compliance with security requirements. Merchant acknowledges that any failure to comply, or to demonstrate compliance, with security requirements may result in the imposition of restrictions on Merchant or the permanent prohibition of Merchant's participation in Card acceptance programs by the Card Networks. Without limitation as to Merchant's obligations or liabilities under other provisions hereof, (i) Merchant hereby agrees to indemnify Processor and Merchant Bank, including their officers, directors, employees, and agents, and to hold them harmless from any fines and penalties that may be assessed by the Card Networks or any governmental agency in regards to PCI-DSS or PA-DSS or otherwise in regards to data security or any actual or suspected data breaches that may occur, as well as all costs of forensic exam/audit, card replacement fees, all claims and demands of cardholders, card issuers, Card Networks, governmental agencies, or others, and all litigation costs and expenses including reasonable attorneys fees, and all other costs of any kind, associated with any actual or suspected data security breach or noncompliance with Card Network data security requirements or data security requirements of applicable law; and (ii) in the event of a computer or other data security breach, or suspected computer or other data security breach, Merchant agrees to abide by Card Network requirements which may include without limitation a forensic network exam by a Qualified Incident Response Assessor (QIRA), and (iii) Merchant agrees to cooperate with Processor and Merchant Bank in order to effectively manage breach response.

Mandatory Payment Card Industry Data Security Standard (PCI DSS) and Payment Application Data Security Standard (PA-DSS) and PIN Security Compliance. Without limiting the generality of the foregoing, Merchant understands that the payment card industry requires all merchants to be PCI DSS compliant. Processor and Merchant Bank, in compliance with payment brand mandates, will not board merchants for the Card Program services provided for in this Agreement, who are not PCI DSS compliant. In signing this Agreement, Merchant and Merchant's principals agree that they are PCI DSS compliant. Processor and Merchant Bank also require compliance with the PA-DSS in compliance with industry mandates, and with all applicable Card Network mandates relating to PIN and PIN entry device (PED) security, including without limitation, and as applicable, the applicable Payment Card Industry PCI PIN Security Requirements, PCI PIN-Entry Device Security Requirements, and PCI Encrypting PIN Pad Security Requirements. Merchant agrees that all point-of-sale (POS) and/or terminal hardware and software (make and version) is PA-DSS compliant, and compliant with all applicable PIN and PED security requirements, and that any future changes in POS hardware or software will be in compliance with the PA-DSS and all applicable PIN and PED security requirements.

f. Merchant must notify Bank and receive Bank's approval prior to engaging, directly or indirectly, any independent contractor or agent or Merchant Servicer in connection with Merchant's

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acceptance of Cards or the submission of Charges or Credit Vouchers to Bank, or otherwise to assist Merchant in the performance of Merchant's obligations under this Agreement, and including without limitation any such person or entity who will have access to Cardholder or card transaction data. Such third parties may include, but are not limited to, Merchant's software providers and/or equipment providers. Merchant shall provide Merchant Bank and Processor at least sixty (60) days advance written notice of Merchant's election to use an agent or independent contractor or Merchant Servicer. Merchant Bank and/or Processor may individually approve or deny the use of an agent, independent contractor or Merchant Servicer in their sole and absolute discretion and at any time. If any such entity is required to be designated a service provider or Merchant Servicer under any applicable Operating Regulation or is otherwise required to certify, register, or act in any fashion pursuant to the Operating Rules, Merchant shall cause such Agent to cooperate with Merchant Bank in completing any steps required for registration and/or certification and/or action. Merchant is solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such registration and/or certification and/or action. Bank shall in no event be liable to Merchant or any third party for any actions or inactions of any agent, independent contractor or Merchant Servicer used by Merchant, and Merchant hereby expressly assumes all such liability. Merchant's agreement with any such third party must contain provisions obligating the third party to comply with applicable law, with CISP and SDP and DISC and PCI-DSS, PA-DSS, PIN and PED security requirements, and all other Card Network requirements pertaining to confidentiality and security and integrity of Cardholder and Card transaction data, with all rules prohibiting storage of certain Card transaction data, and with all other applicable Operating Rules.

Merchant will immediately notify Bank if Merchant decides to use electronic authorization or data capture software or terminals provided by any entity other than Bank or its authorized designee ("Third Party Terminals") to process transactions, including leasing a terminal from a third party. If Merchant elects to use Third Party Terminals, (i) the third party providing the terminals will be Merchant's Merchant Servicer in the delivery of Card transactions to Bank; and (ii) Merchant assumes full responsibility and liability for any failure of that third party to comply with the requirements of Bank, the Operating Rules, applicable laws, rules or regulations, or this Agreement. Bank will not be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or Merchant Servicer or a malfunction in a Third Party Terminal.

The use of an agent or Merchant Servicer or an agent's or Merchant Servicer's software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such increased risks. If Merchant utilizes software or hardware with a connection to the Internet and such hardware or software interacts in any capacity with the provision of services contemplated pursuant to this Agreement, Merchant is solely liable without limitation for any and all consequences of such interaction.

g. Merchant agrees and shall ensure (and by contract shall require) that Merchant's agents and Merchant Servicers provide the same levels of security as those required of Merchant, and that such agents and Merchant Servicers transmit data in accordance with: (1) the required format(s) of the Card Networks; (2) the Operating Rules; and (3) the requirements of Bank.

h. Merchant must immediately notify Merchant Bank and Processor of any suspected or confirmed loss or theft of materials or records that contain Cardholder Account numbers or Card Transaction information. In the event of a suspected or confirmed loss or theft Merchant shall provide immediate access to all facilities, systems, procedures, equipment, and documents as may be deemed appropriate by Bank or its designated representatives for inspection, audit, and copying as deemed appropriate by both Merchant Bank and Processor in their individual sole discretion. Merchant shall be responsible for all costs associated with such inspection, audit, and copying however such costs may occur.

i. Merchant authorizes Bank to release its name and address to any third party whom the Bank determines needs to know such information in order for Bank to perform the Card Program services under this Agreement and who has requested such information. Merchant authorizes Bank to disclose Card Transaction data and other information relating to the Merchant, Guarantor and each of their principals, to the Card Networks, current and prospective Card Issuers, current and prospective acquirers,

regulatory authorities, and other entities to whom Bank or any such entity may be required to provide such information and to Bank's and each such entity's affiliates, agents, subcontractors and employees, for purposes Bank or such other entities deem necessary in Bank's or their reasonable discretion, including without limitation, in connection with the performance of their various obligations hereunder or under their other applicable agreements or under the Operating Rules or applicable law.

j. [Intentionally Omitted]

k. Federal regulations enacted pursuant to the USA PATRIOT Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Merchant Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Bank. Bank reserves the right to verify Merchant's identity through other non-documentary methods as Bank deems appropriate in its sole discretion. Bank may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

l. Merchant is responsible for ensuring its Merchant Identification Number ("MID") is kept confidential. When a change to a Merchant account is required, Merchant shall disclose its MID to the Bank representative as confirmation that the person requesting the change has authority. If the person requesting the change discloses the proper MID, Bank shall assume that person has the proper authority to make the change. Merchant shall be fully liable for any changes to its account after disclosure of the MID. Bank may request from Merchant additional information to further verify Merchant's identity.

m. MasterCard: Merchant must not store in any system or in any manner, discretionary card-read data, CVC2 data, Card Identification Data (CID), PIN data, Address Verification Service (AVS) data, or any other prohibited information as set forth in the MasterCard Merchant Rules Manual, except during the Authorization process for a Transaction, that is, from the time an Authorization request message is transmitted and up to the time the Authorization request response message is received. MasterCard permits storage of only the card account number, expiration date, cardholder name, and service code, in a secure environment to which access is limited, and then only to the extent that this data is required for bona fide purposes and only for the length of time that the data is required for such purposes. The MasterCard Merchant Rules Manual may be accessed at: <http://www.mastercard.com/us/merchant/support/rules.html>.

n. Merchant will not contact any Cardholder with respect to any matter arising under the Operating Rules, except as required or permitted under the Operating Rules.

8. OPERATING RULES.

a. Merchant must comply with the Operating Rules, as the same may be amended from time to time. The Operating Rules may change with little or no advance notice to Merchant and Merchant will be bound by all such changes. If Merchant objects to any change in the Operating Rules, it must immediately stop accepting new Charges for Cards governed by the change. The Operating Rules will govern in the event that there is any inconsistency between this Agreement and the Operating Rules. However, nothing in this Agreement shall be construed to impose on Merchant a requirement (including a requirement under the Operating Rules) the imposition of which on Merchant is prohibited by mandatory provisions of applicable law (i.e., where the applicability of such provisions of law to this Agreement, and of the law's prohibition to the particular requirement which otherwise would be imposed on Merchant hereunder, cannot lawfully be waived by agreement), but the requirement hereunder shall be construed to continue in effect and to be imposed on Merchant in all respects and at all times to the fullest extent possible without violating the law's prohibition, with only those particular applications of the requirement which would violate the law's prohibition deemed severed from the provisions hereof.

b. Operating Rules of the Debit Networks may differ among them with respect to the transactions they allow. Bank, at its discretion, may require that the most restrictive requirements of one Debit Network apply to all of Merchant's On-line Debit Card Transactions, regardless of Card type.

c. If Merchant selects, and Bank provides Card Program services for, any one or more of American Express, Diners Club/Carte Blanche or JCB as payment options and Merchant's selection is approved by Bank, Merchant understands that Merchant's acceptance of any of those payment options may require execution of a separate merchant card acceptance agreement with those individual Card Issuers, as applicable, and that agreement will govern the completion, processing, settlement and other procedures relating to transactions with those Card Issuers. If Merchant experiences problems with transmission or delivery of those Card Issuers' transactions, Merchant will be obligated to contact the appropriate service provider(s) for service.

9. MERCHANT'S BUSINESS; OTHER PROCESSORS.

a. Merchant will comply with all laws, rules and regulations, including but not limited to laws and regulations regarding anti-money laundering compliance and Office of Foreign Asset Control compliance, in completing Charges, submitting them to Bank, performing its obligations under this Agreement, and otherwise conducting its business.

b. Merchant will give Merchant Bank and Processor at least thirty (30) days' prior written notice before any change in Merchant's name or location, any change in ownership or management of Merchant's business, any sale, assignment, rental, lease or transfer of ownership of any location that accepts Cards, or any material change in information concerning Merchant in the Application, and material change in the type or nature of the business carried out by Merchant or otherwise required to be provided to Bank.

c. To the extent permitted by applicable law, Merchant agrees that it will not participate in a Card Program with another financial institution or processor without Bank's written approval

10. CREDIT REPORTS AND OTHER INFORMATION.

a. **Reports about Merchant.** From time to time, Bank may obtain credit and other information on Merchant, owners of Merchant and officers of Merchant, from others (such as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Bank and Bank's experience with Merchant to others seeking the information.

b. **Reports from Merchant.** Merchant will provide Bank with updated business and financial information concerning Merchant, including financial statements, tax returns, evidence of required licenses and other information and documents Bank may reasonably request from time to time. All material marked "confidential" which Bank receives from Merchant will be used only by Bank or Card Network in performing the Card Program services under this Agreement or related services and reporting, or as necessary to comply with any requirements of applicable law or of a Card Network or of any state or federal governmental agency with supervisory authority over Merchant Bank. At any reasonable time, Bank, any Card Network or any other entity having authority has the right to audit Merchant's records relating to this Agreement. Merchant understands and agrees that if at the time of signing this Merchant Agreement Merchant is undergoing a forensic investigation, Merchant must **notify Bank and must** fully cooperate with the investigation until it is completed.

11. ASSIGNMENT; BANKRUPTCY.

a. **Assignment.** This Agreement is binding upon the successors and assigns of Bank and Merchant. Merchant will not assign this Agreement to another entity without Bank's prior written consent and any purported assignment made without Bank's consent will be void.

b. **Bankruptcy.**

i. Merchant will notify Bank immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that this Agreement constitutes an executory contract to extend credit or financial accommodations as defined in 11 U.S.C. §365(c)(2) and that the Agreement cannot be assumed or assigned in the event of bankruptcy. Merchant and Bank agree that in the event of Merchant's bankruptcy, Bank shall be entitled to suspend further performance under this Agreement.

ii. Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Bank and in accordance with any Reserve Account provision specified in this Agreement. Merchant Bank will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Bank, without regard as to whether the obligations relate to Charges initiated or created before or after the filing of the bankruptcy petition.

12. AMENDMENTS; WAIVERS.

a. **Amendments.** Unless otherwise provided for in this Agreement, Bank may amend this Agreement at any time by providing Merchant with fifteen (15) days' prior notice by: (a) sending Merchant written notice of such amendment, or (b) posting such amendment to the Processor's web site and providing Merchant with electronic notice as provided in Section 3.e. The amendment will become effective unless Bank receives Merchant's notice terminating this Agreement before the effective date. Bank may amend this Agreement upon less than fifteen (15) days' prior notice if Bank reasonably determines immediate modification is required by laws, Operating Rules or any adverse change in Merchant's financial condition. Amendments submitted by Merchant will bind Bank only if in writing and approved and signed by Merchant Bank and Processor.

b. **Waivers.** Bank's failure to enforce this Agreement will not waive Bank's rights under this Agreement. Waivers of any provision of this Agreement must be in writing and signed by Merchant Bank and Processor. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

13. TERM; TERMINATION.

a. **Term/Renewal.** The initial term of this Agreement shall be for the term of one (1) year (the "Initial Term") commencing on the date this Agreement is executed by authorized officers of Merchant Bank and Processor. At the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods ("Renewal Term") unless a party provides the other parties with notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

b. **Termination.**

i. Termination without Cause. Processor may terminate this Agreement as to all Card types or individually specified Card types, without cause, upon thirty (30) days advance written notice. Merchant Bank may terminate this Agreement as to Visa and MasterCard and Discover Card types without cause upon thirty (30) days advance written notice.

ii. Termination for Cause by Bank. Merchant Bank or Processor may terminate this Agreement in either's sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Merchant if Merchant Bank or Processor reasonably determines that any of the following conditions exists:

(A) Merchant has violated any provision of this Agreement or any Card Network requires Bank to terminate this Agreement as to any Card type.

(B) There is a material adverse change in Merchant's financial condition or a change in Merchant's products/services or volume or mix thereof, or otherwise in Merchant's business, or in Merchant's customer acceptance policy which increases Processor's or Merchant Bank's risks.

(C) A petition in bankruptcy has been filed by or against Merchant, the Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit of creditors, Merchant transfers assets in a fraudulent transfer, or the Merchant's business terminates.

(D) Any information which Merchant provided to Bank, including Application information, was false, incomplete or misleading when received.

(E) At any time during the term of this Agreement, Merchant has had a monthly ratio of Chargebacks to Charges exceeding one percent (1%), or Chargebacks are in excess of three percent (3%) of any monthly dollar amount of Charges.

(F) There is an overdraft for three (3) days or more in the Settlement Account, or overdrafts in the Settlement Account are otherwise excessive.

(G) Merchant or any of Merchant's officers or employees has been involved in processing Charges with Bank or other parties arising from fraudulent or otherwise unauthorized transactions.

(H) Merchant is or will be unable or unwilling to perform its obligations under this Agreement or any applicable laws.

(I) Merchant has failed to pay Bank any amount when due.

(J) Merchant has failed to promptly perform or discharge any obligation under this Agreement, the Settlement Account or the Reserve Account.

(K) Any of Merchant's representations or warranties made in connection with this Agreement was not true or accurate when given.

(L) Merchant has defaulted on any agreement it has with Bank.

(M) Bank is served with legal process seeking to attach or garnish any of Merchant's funds or property in Bank's possession, and Merchant does not satisfy or appeal the legal process within fifteen (15) days of the Bank being served.

(N) The Operating Rules are amended in any way so that the continued existence of this Agreement would cause Bank to be in breach of such Rules.

(O) Any Guaranty supporting Merchant's obligations is breached, revoked, withdrawn or terminated or altered in any way.

(P) If any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Network, or Merchant Bank, or Processor, or the payment system.

(Q) Merchant engages in any activity which causes Bank to be in breach of the Operating Rules.

(R) The circumstances otherwise warrant immediate termination.

(S) Merchant appears on any Card Association's security reporting.

(T) If a judgment in excess of \$1,000 is entered against Merchant or any Guarantor and not discharged or bonded off within fifteen (15) days after the entry of the judgment.

(U) If Merchant submits for processing Charges that were not originated as a result of a direct Charge transaction between a Cardholder and Merchant in the normal course of business.

iii. Termination for Cause by Merchant. Merchant may terminate this Agreement in the event of a material breach of the terms of this Agreement by Bank, provided Merchant gives Bank written notice of any alleged breach and such breach remains uncured for a period of thirty (30) days following receipt of written notice by the Bank.

iv. Damages for Termination by Merchant.

(A) Bank and Merchant acknowledge and agree that in addition to all other remedies available to Bank under this Agreement or as otherwise available in law or equity, if this Agreement is terminated by Merchant prior to the expiration of the applicable Term of the Agreement or for any reason other than for a material, uncured breach by Bank, Merchant agrees to pay Bank damages (the "Damages") determined by (except to the extent prohibited by law):

(1) computing the number of months remaining from the date of termination to the end of the then current Initial or Renewal Term; and

(2) multiplying that number by the average monthly Processing Fees over the most recent six (6) months; and then

(3) adding costs and attorneys' fees of Bank.

(B) Merchant agrees that such Damages shall also be due to Bank if Merchant discontinues submitting Card Transactions for processing during the Term for a period of ninety (90) consecutive days, and is not designated on the Application, or by notice to Bank, as a seasonal merchant or as otherwise agreed to by Bank.

(C) Merchant acknowledges and agrees that the Damages are not a penalty but rather are a reasonable computation of the financial harm caused by the termination of this Agreement by the Merchant. Notwithstanding the foregoing, if Merchant is located in Arkansas, the Damages shall not exceed \$50.

v. Bank's rights of termination under this Agreement are cumulative. A specific right of termination shall not limit any other right of Bank to terminate this Agreement expressed elsewhere in this Agreement. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

vi. Upon termination, Merchant's rights to complete Charges and Credit Vouchers and submit them to Bank, and to use Charge form or formats, promotional material and any other items provided by Bank, will cease. Termination of this Agreement will not terminate the rights and obligations of Merchant and Bank relating to acts or omissions occurring before termination, including for example, any Processing Fees or other service fees owed to Bank, any Charges processed for Merchant by Bank (whether before or after termination), Merchant's Chargeback and indemnity obligations, and the Security Interest granted to Bank in this Agreement.

vii. It is understood that a file for terminated merchants referred to herein as "MATCH" (whether referred to by the applicable Card Network as "MATCH" or as "Consortium Merchant Negative File", or by any other name) is maintained by Card Networks containing the names of any business (and its principals) which have been terminated for certain reasons, including fraud, depositing excessive counterfeit paper, excessive unauthorized transactions, depositing paper for others (laundering), bankruptcy or breach of Merchant Agreement. Merchant acknowledges that Bank is required to report Merchant to the MATCH if this Agreement is terminated for any of the foregoing reasons or other reasons as may be modified by the Card Networks. Merchant agrees and consents to such reporting in the event of the termination of this Agreement for any of the foregoing reasons.

viii. Sections 5, 7, 10.a, 13, 14, 15, 16, 17, 19, 20, 21, 22 and 25 will survive termination of this Agreement.

14. SETTLEMENT ACCOUNT.

a. Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Bank. The Settlement Account will be subject to the provisions of Section 16.

b. [Intentionally Omitted].

c. Subject to the terms and conditions of this Agreement, Bank agrees to provisionally credit Merchant for each Charge that Bank accepts from Merchant. Merchant agrees that the Merchant Bank may charge the Settlement Account for the amount of any sales draft processed under this Agreement, or any agreement Bank may have with any Merchant Affiliate that results in a Chargeback, or for any Credit Voucher or other reimbursement or Processing Fees to which Bank may be entitled.

d. Merchant agrees that Bank may audit all Charge calculations and that Merchant Bank shall have the right, without notice, to make withdrawals, deposits, or other Adjustments to or from the Settlement Account for any deficiencies or overages.

e. Bank shall presume that any amounts the Bank pays to or debits from Merchant are correct unless Merchant disputes these by sending Bank written notice within thirty (30) days of the date of the applicable statement containing any disputed payments or debits.

f. If Merchant chooses to rent or lease processing equipment from Processor or utilizes software provided by Processor for use in processing transactions, Merchant agrees to pay Bank: (1) a pre-determined monthly rental fee; (2) any initial upfront costs as required; and (3) all applicable taxes for such Card processing equipment or software utilization.

g. If the Settlement Account is closed, Merchant Bank or Processor may terminate this Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Bank. Merchant may change the Settlement Account upon prior written approval by Bank, which approval will not be unreasonably withheld.

h. Merchant authorizes Merchant Bank or its agents or designated representatives to initiate debit and credit entries and Adjustments to the Settlement Account or the Reserve Account (described in Section 15) through the ACH settlement process for amounts due under this Agreement. This authorization will remain in full force and effect until termination of the Agreement and the full and final payment of all obligations of Merchant due under this Agreement. Merchant agrees to be bound by all applicable terms and provisions of the ACH Rules or other applicable network(s), in effect from time to time. Merchant acknowledges and agrees that Bank will not be liable for any delays in receipt of funds, any failure by

Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Network or any financial institution.

15. ADDITIONAL COLLATERAL SECURITY; RESERVE ACCOUNT.

As a condition for providing Card Program services, Merchant may be required to provide additional collateral security for Merchant's obligations hereunder, which additional collateral security shall be of a kind, and in amounts, satisfactory to Bank in Bank's sole discretion, and which shall be in addition to all other collateral provided for in Section 16 hereof. Such additional collateral security may include, for example, (A) a letter of credit, if issued in an amount and on terms acceptable to Bank by a letter of credit issuing bank acceptable to Bank, or (B) the pledge to Bank of a certificate of deposit owned by Merchant in amount satisfactory to Bank and provided all agreements (including agreements of third parties) in form and substance satisfactory to Bank and all filings and/or other actions necessary in order to perfect in Bank a continuing first priority security interest therein on terms acceptable to Bank, are entered into, made and/or taken as the case may be. Bank may require that all or any part of the additional collateral take the form of a Reserve Account, established as hereinafter set forth in this Section 15, at any time when: (i) the Agreement, or the provisions of Card Program services hereunder, shall have terminated for any reason or any party hereto shall have given notice of termination thereof, or (ii) there shall have occurred an event which entitles Bank to terminate this Agreement or the provision of Card Program services hereunder or which, with the giving of notice and/or the passage of time would entitle Bank to terminate this Agreement or the provision of Card Program services hereunder, and Merchant has not provided alternative additional collateral security of a kind, and in amounts, satisfactory to Bank as set forth above in this Section, or (iii) neither (i) nor (ii) above in this Section is applicable, but Bank has determined that additional collateral security is required, has requested that Merchant provide same, and Merchant has failed to provide alternative additional collateral security of a kind, and in amounts satisfactory to Bank as set forth above in this Section. Any Reserve Account that is established shall be subject to the terms and conditions of Section 16 and all other terms and conditions of this Agreement relating to the "Reserve Account". Whenever Bank requires that additional collateral security take the form of a Reserve Account, the following provisions of this Section 15 shall apply:

a. Reserve During Term of Agreement.

i. Merchant may be required to deposit, or Merchant Bank may deposit by deducting from any payment due to Merchant or from any funds in the Settlement Account or any other deposit account of Merchant, into an account maintained by Merchant Bank (or at another approved depository institution) (the "Reserve Account"), initially or at any time in the future as requested by Bank, sums sufficient to satisfy Merchant's current and/or future obligations as determined by Bank in its sole and absolute discretion.

ii. The Reserve Account will be separate from the Settlement Account. Merchant shall have no right of withdrawal from the Reserve Account. The Reserve Account shall be under the sole control of Merchant Bank, and Processor shall not have access to or hold funds in the Reserve Account. Any and all earnings from deposits of the Merchant to the Reserve Account shall be the sole property of the Bank.

b. Reserve Account Deposits.

i. At any time in Bank's sole and absolute discretion, Bank may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that the Merchant deposit, or Merchant Bank may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Charge processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account. Bank at its sole and absolute discretion may require that each month Merchant deposit, or Merchant Bank may deposit by deducting from any payment due to Merchant or from any funds in the Settlement

Account or any other deposit account of Merchant sums into the Reserve Account no later than the twentieth (20th) day of the month. Bank shall notify the Merchant as to the amount of the funds to be deposited each month.

ii. Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by the Merchant and funds of other merchants of the Bank.

c. **Deductions from Reserve Account.** If funds are not available in the Settlement Account, Bank without prior notice to Merchant may deduct from the Reserve Account any obligation of Merchant to Bank under this Agreement, including all Processing Fees, Chargebacks, Credit Vouchers, Damages, and any and all additional fees, and sums sufficient to reimburse Bank for the amount of any fines, penalty amounts and charges due the Card Networks.

d. **Replenishment of Reserve Account Deficiencies.** Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, Merchant Bank may, without prior notice, deposit the deficiency into the Reserve Account by reducing any payment to Merchant required by this Agreement or deduct the deficiency from the Settlement Account or any other deposit account of Merchant with another depository institution (including accounts of general partners if Merchant is a partnership) and deposit it into the Reserve Account. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Bank deems appropriate under the circumstances. In addition, Merchant will deposit any deficiency into the Reserve Account within one (1) Business Day after receiving Bank's oral or written request. Without limiting Bank's remedies, Merchant's failure to deposit any deficiency on time will permit Bank, without advance notice, to suspend or cease processing additional Charges and Credit Vouchers. Bank will give Merchant written notice of any suspension or cessation of processing.

e. **Additions to Reserve Account.** If Bank has reason to believe that Merchant may be liable to customers or to Bank for Chargebacks exceeding the balance in the Reserve Account, Merchant Bank may: (A) immediately place in the Reserve Account payments due to Merchant and/or stop processing transactions for Merchant until such time as the extent of Merchant's obligations to Bank, or Merchant's liability for Chargebacks, or Merchant's liability to customers are known, and Bank no longer deems itself insecure, and/or (B) demand from Merchant an amount that in Bank's judgment is needed to ensure payment of Merchant's obligations and liabilities. Merchant's failure to pay any amount will permit Merchant Bank or Processor to terminate this Agreement immediately without advance notice.

f. **Reserve Account After Agreement Terminates.** Merchant Bank may continue to hold or deposit funds in the Reserve Account after termination of this Agreement, regardless of whether termination is by Merchant or Bank. Upon termination of the Agreement by Merchant or Bank, Bank may retain sufficient funds to satisfy any and all Processing Fees, Chargebacks, Credit Vouchers, Damages, and any and all additional fees, and sums sufficient to reimburse Bank for the amount of any fines, penalty amounts and charges due the Card Networks. If no funds have been deposited into the Reserve Account before termination, Bank, at Bank's option, may notify Merchant to deposit funds into the Reserve Account upon termination of this Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including replenishment of deficiencies. The funds will be held by Bank or its designated agent for a period of not less than two hundred seventy (270) days from the date of the last activity on Merchant's account, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Bank will return the balance in the Reserve Account to Merchant after Bank reasonably determines that the risk of Chargebacks and other Processing Fees has ended and after deducting all amounts that Merchant owes to Bank under this Agreement or any other agreement.

16. SECURITY INTEREST.

a. **Merchant's Grant of Security Interest.**

i. To secure Merchant's performance of its obligations under this Agreement, and any other agreement with Bank, Merchant grants Bank a security interest in each Charge and its proceeds, the Settlement Account, the Reserve Account and any other deposit account of Merchant with a financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, any funds due Merchant from Bank and any of Merchant's property held by Bank. Bank may enforce these security interests without notice or demand. The security interests granted under this Agreement will continue after this Agreement terminates, until Merchant satisfies all its obligations to Bank.

ii. Furthermore, and with respect to any security interests granted herein, Bank will have all rights afforded under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of Georgia; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Georgia, then Bank will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions relating to such attachment, perfection or priority of the security interests, as well as any other applicable law.

b. **Perfection of Security Interest.** Upon request of Bank, Merchant will execute one or more financing statements or other documents to evidence the security interests granted to Bank under this Section 16. Merchant shall cooperate with Bank in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Bank and any other financial institution under which Bank, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

17. CUSTOMER CLAIMS.

To the extent that Bank has paid or may pay a Chargeback or Credit Voucher, Merchant will be obligated to reimburse Bank for any sums Bank pays. If Merchant does not reimburse Bank, Bank will have all of the rights and remedies of Cardholders, including the Cardholders' rights under 11 U.S.C. §507(a)(6). Bank may assert any claim on behalf of a Cardholder individually or on behalf of all Cardholders as a class.

18. PROCESSING FEES.

a. Merchant will pay Processing Fees in the amount specified in the FEE SCHEDULE attached to the Application or as otherwise provided for in this Agreement or an Addendum thereto. Merchant Bank may increase the Processing Fees by giving Merchant thirty (30) days advance written notice effective for Charges and Credit Vouchers submitted on and after the effective date of the increase. Processing Fees will include a monthly investigation fee of up to ten percent (10%) of the dollar amount investigated for any suspicious or unusual transaction activity or any transaction activity which deviates from this Agreement.

b. Bank will not be required to provide the Merchant with thirty (30) days notice of an increase in Processing Fees in the event that any Card Network, or any other entity having such authority increases the Processing Fees and the effective date for implementation of the increase in the Processing Fees is less than thirty (30) days. In such cases, the Bank shall make reasonable efforts including, but not limited to, written correspondence, notification on statements, website notification, email, fax and direct contact via the telephone or otherwise, to provide reasonable notification to Merchant. However, failure to provide advance notice of the increase in Processing Fees will not affect Merchant's obligation to pay the increased Processing Fees. The increase(s) in Processing Fees shall be effective on the date specified by Bank.

c. Processing Fees and other service charges owed by Merchant to Bank may be deducted by Merchant Bank from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next Business Day if sufficient funds are not available in the Settlement Account.

d. (i) In the FEE SCHEDULE, "Discount" refers to a percentage of the gross dollar bankcard sales processed by Merchant. "Per Item" refers to a fee per bankcard transaction processed by Merchant. "Interchange" refers to the fees assessed by the Card Networks on all bankcard sales that are paid to the bankcard issuing financial institution. "Assessments" refers to the fees assessed and retained by the Card Networks on all bankcard sales. "Fees" or "Processing Fees" refers to all the foregoing and, in addition, to amounts charged for any other purposes or services as described in the Merchant Account Application.

(ii) The Visa and MasterCard and Discover interchange fees and assessments are based on the current interchange rates and assessments set by Visa and MasterCard and Discover Network. Any increases in these interchange fees and assessments will be passed through to Merchant either as part of the separately stated interchange fees and assessments or as an increase in any percentage-based or per item processing fee. Merchant acknowledges that whenever Merchant's transactions fail to qualify for any reduced interchange fees, Bank will process such transactions at the applicable interchange fees as set by the applicable Card Network, and Merchant will pay Bank the corresponding increased interchange fees (or as an increase in any percentage-based or per item processing fee based on the corresponding interchange fees). Merchant acknowledges that the fees specified as "qualified" or "mid-qualified" in the Application, as they may be updated or amended from time to time, are basic fees which will apply only to Card transactions which exactly meet certain processing criteria or "qualify" or (in the case of "mid-qualified") partially qualify for those basic fees according to the Rules. Criteria for determining qualification will include, but not be limited to, whether a Card transaction is: (1) hand entered (the required data is not electronically captured by a point-of-sale device reading the information encoded in or on a Card); (2) voice authorized; (3) not authorized; (4) transmitted for processing within twenty-four (24) hours of the Card transaction; or (5) deemed "Non-Qualifying" by the Rules, such as, but not limited to, Card transactions involving foreign Cards or Cards issued as business, commercial, purchasing or government Cards. **In the event that Card transactions submitted to Bank for processing only partially qualify or do not at all qualify for the qualified discount rate quoted in accordance with the Application and/or the Operating Rules, Merchant may be assessed, and agrees to pay, an additional Non-Qualified or Mid-Qualified Surcharge as set forth on the Application (or, if not set forth therein, or if set forth therein at a rate or in an amount less than that specified in the Operating Rules) as set forth in the Operating Rules.**

(iii) Initial Discount: Merchant understands that initial discount rates assessed by Bank are based on Merchant's projected sales volume, average transaction amount, and card acceptance practices. If Merchant's actual sales volume and average transaction amount are less than Merchant's projected sales volume and average transaction amount, Bank reserves the right to adjust discount rates to reflect Merchant's actual sales volume and average transaction amount with 30 days advanced written notice.

19. INDEMNIFICATION; LIMITATION OF LIABILITY; WARRANTY.

a. **Indemnification.** Merchant agrees to indemnify Bank, including their officers, directors, employees, and agents against and to hold them harmless from any and all claims and demands of any party arising from or based upon any act or omission of Merchant, Merchant's employees, Merchant's designated representatives or agents, or Merchant's Merchant Servicers in connection with or arising out of this Agreement, the duties to be performed by Merchant pursuant to this Agreement, any Charges which Merchant submits to Bank, or Merchant's violation of the Operating Rules or any applicable law. In the event that Bank shall be made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Merchant shall protect and hold Bank harmless from and with respect to the Actions and shall pay all costs, expenses, and attorney's fees incurred or paid in connection with the Action, together with any judgments rendered. Merchant shall

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indemnify, defend, and hold harmless Bank for any hacking, infiltration, or compromise of Merchant's systems or the systems of Merchant's Merchant Servicers, designated representatives, or other agents.

b. **Limitation of Liability.** Bank will not accept responsibility for errors, acts, or failure to act by others, including but not limited to, agents, third party suppliers of software, equipment or services; or, banks, communication common carriers, data processors or clearinghouses through which transactions may be passed, originated and/or authorized. Bank will not be responsible for any loss, liability or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, acts of terrorism, labor disputes, failures in communication networks, legal constraints or other events beyond the reasonable control of Bank. Bank undertakes no duties to Merchant other than the duties expressly provided for in this Agreement, and any and all other or additional duties that may be imposed upon Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event, Bank's cumulative liability to Merchant, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall not exceed the lesser of \$10,000 or, an amount equal to the aggregate of monthly net Processing Fees paid by Merchant in the three (3) month period prior to the month that the incident giving rise to liability occurred.

IN NO EVENT SHALL BANK BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

20. NOTICES.

Except to the extent oral or electronic notice is explicitly authorized herein, each notice required by this Agreement will be in writing and will be effective when delivered, addressed to Merchant Bank at the address designated on the Application, to Processor at the address designated on the Application and to Merchant at Merchant's address designated in the Application, or at such other address as any party may provide by written notice to the other parties. Any address Merchant designates will also be the address to which Bank mails Merchant's statements, if a mailed statement is required. Otherwise, merchant statements are made available to Merchant by Processor through Processor's website. Delivery by facsimile transmission will be considered effective when the sender receives electronic confirmation of the transmission.

21. GEORGIA LAW; JURISDICTION; VENUE.

This Agreement is made at Columbus, Georgia and this Agreement is governed by Georgia law, as applied to agreements made and performed entirely in Georgia without reference to conflict of laws provisions. All performances due and transactions undertaken pursuant to this Agreement shall be deemed to be due or have occurred in Columbus, Georgia, and Merchant's entry into this Agreement, and any Guarantor's entry into a Continuing Guaranty relating to this Agreement, shall conclusively be deemed to be a transaction of business in Georgia within the meaning of Official Code of Georgia Annotated §9-10-91 or any successor statute. Merchant and any Guarantor agree that the exclusive venue and place of jurisdiction for any litigation arising from or relating to this Agreement shall be the county and district courts in and for Columbus, Georgia, and Merchant and any Guarantor irrevocably and unconditionally submit to the jurisdiction of such courts with respect to any such litigation.

22. ATTORNEY FEES; ARBITRATION.

a. **Attorney Fees.** Merchant and/or Guarantor will be liable for and will indemnify and reimburse Bank for all attorneys' fees and other costs and expenses paid or incurred by Bank in the enforcement of this Agreement or in matters relating to this Agreement, in collecting any amounts due from Merchant to Bank, or arising from any breach by Merchant of this Agreement, or any other wrongdoing by Merchant or Guarantor.

b. **Arbitration.** Any controversy or claim between or among the Merchant and/or any Guarantor, on the one hand, and Processor and/or Merchant Bank, on the other hand, including, but not limited to, those arising out of or relating to this Agreement or any agreements or instruments relating hereto and any claim based on or arising from an alleged tort, shall at the request of a party be determined by arbitration. The arbitration shall be conducted in Columbus or Atlanta, Georgia in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and rules of the American Arbitration Association then in effect. Each party may serve a single request for production of documents. If disputes arise concerning these requests, the arbitrators shall have sole and complete discretion to determine the disputes. The arbitrators shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. The arbitrators shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. Judgment upon the decision rendered by the arbitrators may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

23. ADDENDUM.

The following Addenda are made a part of this Agreement: CARD NOT PRESENT (CNP) ADDENDUM; SPECIAL SERVICES ADDENDUM; MERCHANT USE AND DISCLOSURE OF BIN INFORMATION ADDENDUM. The applicability of these Addenda depends upon the Merchant's business, and the Card Program services requested by Merchant. In its sole and absolute discretion (except as otherwise set forth in the Merchant Use and Disclosure of BIN Information Addendum), Bank may accept or reject Merchant's request for services provided in the Addenda. Merchant understands and agrees that any attached Addendum is considered a part of the Agreement and Merchant will comply with the terms therein. In the event of conflict between the provisions of this Agreement and the provisions of an Addendum, the provisions of the Addendum will control.

24. FINAL AGREEMENT; EFFECTIVE DATE.

This Agreement is the complete and final agreement between Merchant and Bank for the Card Program services covered by this Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements. If any provision of this Agreement is invalid or unenforceable, the other provisions remain effective. This Agreement becomes effective when the Application is signed and approved by Bank.

25. CONTINUING GUARANTY.

a. As a primary inducement to Bank to enter into this Agreement, and to approve the Application of Merchant, the Guarantor(s), individually and severally, who signed on the Guarantor signature line(s) on the Application, agree to be bound by all terms and provisions of this Agreement to the same extent and in the same manner as Merchant, and unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each and all of Merchant's duties and obligations to Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its Principals and Bank, as such agreements now exist or are amended from time to time, with or without notice to Guarantor(s).

b. Merchant and Guarantor(s) further agree to be bound by the terms and provisions of any Merchant Card Processing Agreement between Bank and any Merchant Affiliate (as that term is defined in this Agreement), regardless of whether such agreement currently exists or is executed, amended or supplement at some future date. Merchant and Guarantor(s) unconditionally and irrevocably guarantee the full payment and performance of each and all duties and obligations owed to Bank by Merchant Affiliate pursuant to any Merchant Card Processing Agreement. The provisions of Section 25.c apply to the guarantee by Merchant and Guarantor(s) of the Merchant Affiliate's obligations to Bank under any Merchant Card Processing Agreement.

c. Guarantor(s) understands that Bank, without notice to Guarantor(s), may from time to time renew or extend the Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Bank may proceed directly against Guarantor(s) without first exhausting Bank's remedies against the Merchant, any other person or entity responsible to Bank or any security held by Bank. This Guaranty is a continuing guaranty and will not be discharged or affected by the release or discharge of Merchant or the death of the Guarantor(s). This Guaranty will bind all heirs, administrators, and representatives of the Guarantor(s) and may be enforced by or for the benefit of any successor of Bank. To the fullest extent permissible under applicable law, Guarantor(s) waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, all other rights and defenses available to Merchant, and all other rights and defenses available to Guarantor(s).

CARD NOT PRESENT (CNP) ADDENDUM

This CARD NOT PRESENT (CNP) ADDENDUM is made a part of the terms and conditions of the Merchant Card Processing Agreement (the "Agreement") and the Application for processing services signed by Merchant (the "Application"). Under the Agreement, Merchant has agreed to comply with all terms and conditions of the Addendum. The following terms and conditions describe the procedures for CNP transactions. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings assigned to them in the Agreement or Application. Requirements set forth herein are in addition to requirements set forth in the Agreement, the Operating Guide and the Operating Rules.

1. Additional Definitions.

a. 3-D Secure - A Visa-approved method that is the global authentication standard for Electronic Commerce Transactions.

b. Authentication Request - A request for Cardholder authentication from a Merchant utilizing 3-D Secure to a Card Issuer.

c. Deferred Payment Transaction - A CNP Transaction for which the Cardholder is billed once no more than 90 days after the first shipment of merchandise.

d. Electronic Commerce Transaction - A Card Transaction conducted over the Internet or other network.

e. Order Form - A document bearing the Cardholders signature, either written or electronic, authorizing goods or services to be charged to his or her account. An Order Form may be: (a) a mail order form, (b) a Recurring Transaction form, (c) a Preauthorized Health Care Transaction form, or (d) an e-mail or other electronic record that meets the requirements of applicable law.

f. Permanent Establishment – a fixed place of business through which an Electronic Commerce or Mail Order/Phone Order Merchant conducts its business, regardless of its Web site or server locations.

2. Acceptance of Card Not Present (CNP) Charge Transactions.

a. Merchant may accept Card Not Present (CNP) transactions and related Charges ("CNP Transactions") based upon the description of Merchant's business ("Business") on the Application and as authorized by the Bank. Bank reserves the right to terminate CNP Transactions in the event that there is any material change in the Business, including any material change in the customers, products, management or employees of the Business.

b. Merchant agrees that, except as expressly permitted by the Operating Rules, no CNP Transactions shall be submitted for processing prior to shipping of the product purchased and/or the implementation of the service offered.

c. Merchant understands and agrees that CNP Transactions: (1) do not require the Cardholder's signature on the Charge, sales draft or sales slip (with the exception of Order Forms authorizing a Recurring Transaction);

(2) require the Merchant to obtain the valid Expiration Date for each Card used for a CNP Transaction; and

(3) require the Expiration Date of the Card be submitted as part of the Authorization process.

d. **Merchant understands and agrees that Authorizations for CNP Transactions are subject to Chargeback and such Authorizations do not guarantee the validity or collectability of the Card Transaction.** Merchant agrees to take reasonable additional steps to verify the identity of the authorized Cardholder on these types of transactions, especially when merchandise is shipped to a third party. Merchant acknowledges and agrees that the receipt of an Authorization Code indicating approval does not

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guarantee Merchant against Chargebacks. Merchant is encouraged to use (when not prohibited under applicable law) fraud reduction systems offered by the Card Networks, such as AVS and CVV2/CVC2 in CNP Transactions.

e. Generally, in order to satisfy a retrieval request for CNP Transactions, the following transaction receipt information must be provided by Merchant: (1) the Cardholder Account number, (2) the Card expiration date, (3) the Cardholder name, (4) the transaction date, (5) *the* Transaction amount, (6) the Authorization Code, (7) Merchant's Name, (8) Merchant's location, (9) a description of the goods or services, (10) the "ship to" address, and (11) the AVS response code (if AVS was used).

3. Processing Restrictions. If at any time the volume of CNP Transactions, substantially exceeds the projected annual volume stated on the Application, or if at any time Bank suspects fraud, money laundering or violations of the Operating Rules, Bank may, in its sole and absolute discretion and in addition to other remedies that the Bank may have: (1) refuse to process the excessive or suspect CNP Transactions; (2) process the CNP Transactions and retain the funds received from processing until such time as the excess or suspect Charges are found to be valid or invalid and processed in accordance with the Operating Rules; (3) suspend the CNP Transactions and/or terminate the Agreement; or (4) amend the Agreement to protect the interests of Bank.

4. Electronic Commerce Transactions.

a. If Bank authorizes Merchant to accept Electronic Commerce Transactions, Merchant agrees to comply with all the provisions of the Operating Rules pertaining to Electronic Commerce Transactions.

b. Merchant shall at all times maintain a secure site for the transmission of data relating to the processing of Electronic Commerce Transactions. Merchant shall be responsible for ensuring, obtaining and maintaining site security, for the encryption of all data, and for any and all storage of data both in electronic and physical form.

c. Each Electronic Commerce Transaction must be identified as such when submitted by Merchant by using the appropriate Electronic Commerce Transaction indicator values specified by the Card Networks.

d. Merchant may not submit a request for Authorization for an Electronic Commerce Transaction that has failed a 3-D Secure authentication request.

e. Merchant shall display on Merchant's web site in a prominent manner: (1) the address of the Merchant's Permanent Establishment, including Merchants country of domicile, located on the same screen view as the checkout screen used to present the total purchase amount, or within the sequence of web pages the Cardholder accesses during the checkout process; (2) a complete and accurate description of the goods or services offered; (3) Merchants merchandise return and refund policy clearly displayed on either the checkout screen, or on a separate screen that allows the purchaser to click an acceptance button; (4) Merchant's consumer data privacy policy and the method of transaction security used to secure cardholder account data during the ordering and payment process; (5) a customer service contact, including electronic mail address or telephone number; (6) transaction currency; (7) export restrictions (if known); (8) Merchant's delivery/fulfillment policy.

f. Merchant shall provide Cardholders a secure transaction method, such as Secure Socket Layer or 3-D Secure.

g. Each web site operated by Merchant must display the marks of the Card Networks for the Card types which are accepted by the *Merchant, as specified in the Operating Rules.*

h. Merchant cannot refuse to complete an Electronic Commerce Transaction using a MasterCard-branded Card solely because the Cardholder does not have a digital certificate or other secured protocol.

i. Merchant agrees to include, in addition to the other data required under the Operating Rules, the following data on a transaction receipt completed for an Electronic Commerce Transaction: (1) Merchant's name most recognizable to the cardholder, such as: Merchant "doing business as" name or Merchant's "universal resource locator" (URL), or Merchant name used in the VisaNet Clearing Record. (2) Customer service contact information including telephone country code and area code. If Merchant delivers goods or services internationally, Merchant must list both local and internationally accessible telephone numbers. (3) Terms and conditions of sale, if restricted. (4) The exact date any free trial period ends, if offered. (5) Cancellation policies. (6) Merchant's online address. (7) A unique transaction identification number.

For receipts completed by Internet Payment Service Providers, Payment Service Providers, or Payment Facilitators, see additional requirements set forth in the Operating Rules.

j. Merchant will provide a completed copy of the transaction record to the Cardholder at the time the purchased goods are delivered or services performed. Merchant may deliver the transaction receipt in either of the following formats: (1) electronic (e.g., e-mail or fax), or (2) paper (e.g., hand-written or terminal-generated). Merchant may not transmit the Cardholder Account number or card expiration date to the Cardholder over the Internet or on the transaction receipt.

5. Installment Billing Transactions. If Merchant is so permitted by Bank, Merchant may offer Cardholders involved in Electronic Commerce Transactions or mail order/telephone order transactions an Installment Billing Transaction option. If Merchant offers an Installment Billing Option, Merchant must comply with the requirements set forth in the Operating Rules, including without limitation, those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Installment Billing Transaction Receipt Deposit – U.S. Region" and "Installment Billing Transaction Option – U.S. Region".

6. Deferred Payment Transaction. Merchant shall comply with all applicable Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter, 6, under "Deferred Payments – U.S. Region".

7. Recurring Transactions. Merchant must complete a Recurring Charge in accordance with the requirements set forth in the Operating Rules, including without limitation, those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Recurring Transactions"..

8. Delayed Delivery Transactions. Merchant must comply with the requirements set forth in the Operating Rules, including without limitation, those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Delayed Delivery Transaction Receipts – U.S. Region" and "Delayed Delivery Transactions".

9. MasterCard Direct Mail Cardholder Solicitation Merchant. Merchant, if a Direct Mail Cardholder Solicitation Merchant (as defined in the MasterCard Operating Rules), agrees that: Merchant acknowledges that the trademark "MasterCard" and the corresponding logotype are the property of MasterCard International Incorporated. Merchant shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression Merchant's goods or services are sponsored, produced, affiliated with, offered, or sold by MasterCard. Merchant shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Merchant may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, "Accepted for Payment" must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Merchant use any of the logo on the front or first page of its solicitation. One truthful statement that Merchant is directing or limiting its offer to MasterCard Cardholders may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (i) only the word mark may be used; (ii) the word

mark may not (a) exceed in type size the size of any other type on the same page, (b) differ in color from the type used in the text (as differentiated from the titles) on the same page, (c) be as large or as prominent as the name of Merchant, (d) be the first item appearing on any page, nor (e) in any other way be the most prominent element of the page; (iii) Merchant's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: "MasterCard International Incorporated is not affiliated in any way with Merchant and has not endorsed or sponsored this offer."

Merchant further agrees to submit its first direct mail solicitation(s), prior to mailing, to the MasterCard Law Department, to be reviewed only for compliance with MasterCard's trademark rules and shall furthermore not distribute in any manner such solicitations until Merchant shall have obtained MasterCard's written approval of the manner in which it uses MasterCard mark and logo on such solicitations. Merchant shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing

10. Delegation Of Duties. Card Program duties may, from time to time, be delegated to and among the Processor's business units without giving notice to Merchant, provided, however, Bank will remain responsible for any obligation owed by Bank under the Agreement.

11. Suspension and Termination. Should Merchant, at any time, fail to agree or comply with this Addendum, Bank shall have the right to immediately and without prior notice suspend and/or terminate CNP Transactions and/or the Agreement.

SPECIAL SERVICES ADDENDUM

This SPECIAL SERVICES ADDENDUM is made a part of the terms and conditions of the Merchant Card Processing Agreement (the "Agreement") and the Application for processing services that Merchant signed (the "Application"). Under the Agreement, Merchant has agreed to comply with all terms and conditions of the Addendum. This Addendum describes additional requirements that Merchant is to follow for the special card processing services referred to herein. Requirements set forth herein are in addition to requirements set forth in the Agreement, the Operating Rules. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings assigned to them in the Agreement or Application.

1. Definitions.

a. Account Funding Transaction - Use of a Card to fund another account, such as a prepaid Card account.

b. Advance Payment Service - A Visa service that allows a Cardholder to use his or her Card for a partial or complete advance payment for recreational services or activities provided by an Advance Payment Service Merchant.

c. Advance Payment Service Merchant - A non-T&E Merchant participating in the Advance Payment Service, whose primary function is to provide recreational services to tourism and travel.

d. Advance Payment Service Transaction – A Transaction completed by an Advance Payment Service Merchant.

e. Car Rental Company - A merchant whose primary business is the rental of passenger vehicles.

f. Central Reservations Service - An entity that acts as a reservations resource for lodging establishments located in close proximity to each other.

g. CPS/Small Ticket - A Visa-offered service designed to meet the special Card acceptance and operating procedures of certain Merchants involving small dollar transactions.

h. Dynamic Currency Conversion - A conversion of currency in which goods or services are normally priced into a different currency, as agreed upon by the Cardholder and Merchant.

i. Small Ticket Payment Service - A Visa service that permits certain Merchants (e.g., certain local commuter passenger transportation, taxicabs and limousines, bus lines, toll and bridge fees, restaurants, fast food restaurants, news dealers, newsstands, laundries—family, commercial, dry cleaners, quick copy, reproduction, and blueprinting services, parking lots and garages, car washes, motion picture theaters and video tape rental stores) to process Card Transactions using special procedures as outlined in the Visa Operating Rules.

j. Lodging Merchant - A merchant that sells overnight accommodations intended for a limited period of time.

k. No Signature Required Service -- A Visa Point of Sale service that permits certain No Signature Required Merchants (e.g., certain local commuter passenger transportation, taxicabs and limousines, bus lines, toll and bridge fees, restaurants, fast food restaurants, news dealers, newsstands, cigar stores/stands, laundries—family, commercial, dry cleaners, quick copy, reproduction, and blueprinting services, parking lots and garages, car washes, motion picture theaters and video tape rental stores; or certain convenience stores, filling stations—automotive gasoline, and drug stores, pharmacies, U.S. Postal

Service) to process Card Transactions under \$25 using special procedures as outlined in the Visa Operating Rules.

l. **Priority Check-Out Service** - A Visa service provided that allows a Cardholder to authorize the use of the Cardholder's Card for payment of the total obligation to the Lodging Merchant with or without prior knowledge of the total amount, by signing a completed Priority Check-Out Agreement.

m. **Priority Check-Out Agreement** - A written agreement that, when bearing the Cardholder's signature, authorizes a Lodging Merchant participating in Visa's Priority Check-Out Service to deposit a Charge without the Cardholder's signature for the total amount of the Cardholder's obligation.

n. **Supermarket Incentive Program** - A Visa program that permits certain supermarket merchants to qualify for reduced interchange reimbursement fees.

o. **T&E Advance Deposit Service** - A Visa service that a Lodging Merchant or Car Rental Company provides to a Cardholder, allowing use of a Visa Card to pay in advance deposit required to reserve accommodations or a vehicle.

p. [Intentionally Omitted]

q. **T&E Merchant** - A merchant whose primary function is the provision of travel related services.

r. **Telephone Service Transaction** - A Card Transaction in which a Cardholder uses a Visa Card to purchase a telephone call.

s. **Visa Cash Back Service** - A Visa service whereby cash is obtained from a qualified Merchant through the use of a Visa Check Card II in conjunction with, and processed as a PIN-based transaction.

2. Advance Payment Service. A Merchant participating in the Advance Payment Service must comply with all applicable Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Advance Payment Transactions – U.S. Region". The copy of the transaction receipt mailed to the Cardholder along with the written confirmation and cancellation policy, must have the card expiration date and all but the last four digits of the card number suppressed). In event of cancellation, the copy of the credit transaction receipt mailed to the Cardholder must have the Card expiration date and all but the last 4 digits of the Card account number suppressed.

3. Reservation Service. If Merchant provides lodging (hotel, motel, resort or inn) or car rentals only for "Specialized Vehicles" (e.g., a unique class of vehicle not in the Merchant's main rental fleet and not constituting more than five percent (5%) of Merchant's rental fleet), Merchant may use certain Card types specified by Bank to guarantee a reservation by obtaining the name of Cardholder, the Card account number and expiration date, and the Cardholder's address if written confirmation is requested, and by complying with all applicable Operating Rules, including without limitation the procedures and requirements set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Visa Reservation Service for Car Rentals – U.S. Region", and under "Hotel Guaranteed Reservations". A written confirmation or the written confirmation of a cancellation provided the cardholder, should suppress the card expiration date and all but the last four digits of the card number to the extent such suppression is required by applicable law.

4. T&E Advance Deposit Service. Merchants shall comply with the Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Car Rental Advance Deposit" and under "Advance Deposit Service". The copy of the Charge (reflecting the advance deposit) mailed (together with the Merchant's cancellation policy) to the Cardholder must have the card expiration date and all but the last four digits of the card number suppressed. In the event of cancellation, in the copy of the credit transaction receipt mailed to the cardholder the card expiration date and all but the last four digits of the card number must be suppressed. Merchant indemnifies and holds

harmless Bank and any Card Organization from any loss, damage, claim or suit (including reasonable attorney fees) arising from use of a Card for a Deposit.

5. Central Reservation Service: After application to and approval by Merchant Bank (which shall be in Merchant Bank's absolute discretion), and performance of a site inspection, Merchant may participate in the Central Reservation Service. Merchant shall comply with all applicable Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Central Reservation Service".

6. Priority Check-Out Service. Any lodging merchant participating in the Central Reservation Service or T&E Advance Deposit Service participating in the Priority Check-Out Service, must comply with all applicable Operating Rules including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Priority Check-Out Service". The merchant must ask the Cardholder to complete, sign and return a Priority Check out Agreement v which provides for at least the following: (a) The Card account number; (b) Merchant name, location and telephone number, (c) The departure date of the Cardholder; (d) The Cardholder name and room number; (e) A statement authorizing Merchant to charge the Cardholder Account for the amount of the bill without the Cardholder's signature on the Charge; (f) The Cardholder's signature on the Priority Check-Out Agreement; and (g) A provision allowing the Cardholder to request from Merchant specific billing receipts, including the name and address where Merchant should mail the receipts. The transaction receipt copy to be mailed to the Cardholder with the itemized bill and (if requested) signed Priority Check out Agreement, should have the card expiration date and all but the last four digits of the card number are suppressed.

7. Account Funding Transaction. Merchant must comply with all applicable Operating Rules including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Account Funding Transactions".

8. CPS/Small Ticket. A qualified merchant (refer to Visa International Operating. Regulations, Chapter 10, "CPS/Small Ticket") which participates in this service must comply with all applicable Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 10, under "CPS/Small Ticket".

9. Dynamic Currency Conversion. A Merchant that offers Dynamic Currency Conversion services must comply with all applicable Operating Rules including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Dynamic Currency Conversion". Merchant must not misrepresent, either explicitly or implicitly, that its Dynamic Currency Conversion service is a Visa service. The copy of the transaction receipt provided to the Cardholder must have the card expiration date and all but the last four digits of the card number suppressed.

10. Small Ticket Payment Service. A qualifying Merchant (refer to Visa International Operating Regulations, Chapter 6, under "Small Ticket Transactions") may participate in the Small Ticket Payment Service on qualifying transactions subject to the requirements set forth in the Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Small Ticket Transactions".

11. Preauthorized Health Care. Participating Health Care Merchants must comply with all applicable Operating Rules including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Health Care Transactions".

12. CPS/Supermarket Incentive Program. A merchant location may participate in the CPS/Supermarket Incentive Program, provided Merchant is assigned a Merchant Category Code of 5411 and meets the criteria and requirements set forth in the Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 10, under "CPS/Supermarket".

13. Telephone Service Transactions. A telephone service Merchant must comply with all applicable Operating Rules including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Telephone Service Transactions – U.S. Region".

14. Visa Cash-Back Service. A qualified Merchant may offer this service provided Merchant meets the conditions and complies with the requirements set forth in the Operating Rules, including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 6, under "Cash-Back Services".

15. VisaNet Copy Request and Fulfillment Service. (a) Prior to participating in this service, Merchant must execute and deliver to Visa a VisaNet Letter of Agreement Merchant will not have any property or other right, claim, or interest, including any patent right, trade secret right, or copyright interest, in the V.I.P. System, BASE II, or in any systems, processes, equipment, software, data, or materials that Visa U.S.A. or its subsidiaries use with the V.I.P. System, BASE II, or in connection with a Visa program, except for Merchant-supplied data or equipment.

(b) The V.I.P. System and Base II consist of confidential and proprietary information belonging to Visa. Merchant must take appropriate action, by agreement or otherwise, to ensure that its employees or agents with access to the V.I.P. System or BASE II or related documentation: (1) are advised of the confidential and proprietary nature of these systems and documentation; (2) are prohibited from: (a) providing access to or disclosing these systems and documentation to any third party and (b) using these systems and documentation for any purpose not authorized in the Operating Rules; and (c) use their best efforts to protect the VisaNet Access Points. Merchant must not disclose any confidential information of Visa International, Visa U.S.A., or their subsidiaries to a nonmember.

(c). Merchants right to use the V.I.P. System or BASE II is not assignable and its duties are non-delegable without prior written consent from Visa. However, Merchant may use a nonmember processing organization that has executed and delivered a VisaNet Letter of Agreement to Visa.

(d). Merchant must restrict its use of the V.I.P. System or BASE II to purposes specifically approved by Visa.

(e). Merchant must not make or attempt to make any repair, adjustment, alteration, or modification to a VisaNet Access Point, except as expressly authorized by Visa.

(f) Merchant must provide the same level of security for its VisaNet Access Points that it provides to its other proprietary systems.

(g). Merchant must not modify or enhance Visa-owned software without the prior written consent of Visa U.S.A.

(i) Merchant must provide, without cost to Visa, reasonable support requested by Visa for installing the V.I.P. System or BASE II, including: (1) providing a location that meets the requirements of Visa for installing one or more VisaNet Access Points on Merchants premises; (2) providing a sufficient number of qualified personnel that the Merchant will train to meet Visa specifications; (3) maintaining V.I.P. System and Base II records, documents, and logs required by Visa and providing them at the request of Visa; (4) providing access to its premises and cooperating with Visa and its authorized agents in conjunction with the installation, service, repair, or inspection of the VisaNet Access Points; (5) notifying Visa promptly of any failure of a VisaNet Access Point to operate properly on its premises or the premises of its agent or independent contractor; and (6) providing computer time and a sufficient number of qualified personnel required to ensure prompt and efficient installation and use of the V.I.P. System or BASE II Edit Package software supplied by Visa.

16. No Signature Required Service. A qualifying Merchant may participate in the No Signature Required Service subject to the requirements set forth in the Operating Rules, including without limitation

those set forth or referred to at Visa International Operating Regulations, Chapter 6, under “No Signature Required Transactions (NSR)”.

17. Health Care Eligibility Service. A Health Care Merchant that participates in the Health Care Eligibility service must comply with the Operating Rules including without limitation those set forth or referred to at Visa International Operating Regulations, Chapter 5, under “Health Care Eligibility Service – U.S. Region”.

18. Visa ReadyLink. Participating Merchants must comply with the applicable Operating Rules including without limitation those referred to in the Visa International Operating Regulations, Chapter 5, under “Visa ReadyLink Acquirer Requirements – U.S. Region” and “Visa ReadyLink Acquirer Requirements for Load Partners – U.S. Region”.

19. Proximity/Contactless Payment Terminal Transactions. Participating Merchants must comply with the applicable Rules including without limitation those set forth at Visa International Operating Regulations, Chapter 6, under “Proximity/Contactless Payment Terminals”.

20. Fleet Service Merchants. Participating Merchants must comply with all applicable Operating Rules including without limitation those set forth at Visa International Operating Regulations, Chapter 5, under “Fleet Service Data Requirements – U.S. Region” and Chapter 6, under “Fleet Service Merchants Terminal Requirements – U.S. Region”.

Merchant Use and Disclosure of BIN Information Addendum

Bank may provide BIN information or other product-identifying data to the Merchant or its Merchant Servicer solely for purposes of identifying Visa or MasterCard Card product types at the point of sale. Bank must provide this Visa BIN information to any Merchant requesting it for the permitted purpose. Bank must provide a complete list of the BINs that apply to Debit MasterCard Cards to Merchants upon any form of reasonable request.

A U.S. Merchant or its Merchant Servicer that receives BIN information or other product-identifying data from Bank must not use such information for any reason other than to identify Visa or MasterCard Card product types at the point of sale and to implement acceptance practices permitted by the Visa or MasterCard Operating Rules (including, without limitation, "Discount Offer – U.S. Region 5.2.D.2" in the Visa International Operating Regulations; and Rule 5.11.1 "Discrimination" in the MasterCard Rules manual) based on such information, unless authorized by Visa or MasterCard, as applicable.

A U.S. Merchant or its Merchant Servicer must not disclose BIN information or other product-identifying data to any third party without prior written permission from Visa or MasterCard, as applicable.

If Merchant provides BIN or other product data information to a Merchant Servicer, Merchant must:

- Ensure that the Merchant Servicer complies with the substance of these "Merchant Use and Disclosure of BIN Information" requirements
- Include the substance of these requirements in Merchant's agreement or contract with its Merchant Servicer

SPECIAL PROVISIONS FOR AMERICAN EXPRESS ADDENDUM

This SPECIAL PROVISIONS FOR AMERICAN EXPRESS ADDENDUM is made a part of the terms and conditions of the Merchant Card Processing Agreement (the "Agreement") and the Application for processing services that Merchant signed (the "Application") and applies to American Express Card acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Operating Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms of this Addendum and other terms of the Agreement, the terms below shall control.

1. Transaction Data. Merchant authorizes Bank and/or its Affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.

2. Treatment of American Express Cardholder Information. Merchant acknowledges that any and all American Express Cardholder information is confidential and the sole property of the Card Issuer, American Express or any of its Affiliates. Except as otherwise specified in the Agreement, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's establishments in accordance with the Agreement.

3. Disclosure and Use of Data Collected Under Agreement. Bank may disclose to American Express data and information that is provided by Merchant on the Application and that Bank collects as part of performing American Express payment processing services or transaction related services including information about Merchant. American Express may use the information that is provided by Merchant in the Application at the time of setup to screen and/or monitor Merchant in connection with Card marketing and administrative purposes. American Express also may use such information to perform its responsibilities in connection with American Express Card acceptance, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing purposes. American Express may otherwise use and share Merchant information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical and physical security measures to protect Program Merchant information consistent with the sensitivity of the information.

4. Consent for American Express to Contact Merchant by Phone, Email, Text or Facsimile. American Express may use the information that is provided by Merchant in the Application (as such information may be updated) to call Merchant or send to Merchant communications or materials via email, SMS, text or facsimile regarding American Express products, services and resources available to Merchant. Merchant consents and agrees to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) Merchant has provided. If Merchant provides a fax number, Merchant consents and agrees to receiving fax communications from American Express. In connection with the foregoing, Merchant understands that the calls made or communications sent to Merchant by American Express may be subject to charges or fees by Merchant's telecommunications or other applicable service provider that are Merchant's responsibility to pay. Merchant understands that Merchant's consent under this Section 4 is not a condition of purchasing or receiving any product or service or entering into the Agreement.

5. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting Bank. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.

6. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs,

upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.

7. American Express as Third Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of the Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.

8. American Express Opt-Out. Merchant may opt out of accepting American Express Card at any time without directly or indirectly affecting its rights to accept Cards of other Card Networks.

9. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with applicable law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

10. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify Bank immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.

11. American Express Right to Modify or Terminate Agreement. American Express has to the right to modify the Agreement with respect to American Express Transactions or to terminate Merchant's acceptance of American Express Transactions and to require Bank to investigate Merchant's activities with respect to American Express Transactions.

12. Rules. Merchant shall be bound by American Express Operating Rules, including the Merchant Operating Guide: <http://www.americanexpress.com/merchantopguide>.



The Universal Collection Solution from Systems East, Inc.

Enrollment Agreement





Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal ePayment Solution from Systems East, Inc. Your enrollment allows you to collect any type of payment or donation, by Internet, mobile device, or touchtone telephone, twenty-four hours a day. We will provide and maintain the web site and financial transaction interface; you are responsible for any information which is hosted by the site and under your jurisdiction. Initial training and continuing support are included with your enrollment.

To inform customers/patrons of your participation, you agree to include a link on your web site and provide a notice on bills. To facilitate ePayments, a merchant account is required. Visitors may be charged a site fee in accordance with the chart set forth on page two. The complete terms of services and policies may be viewed at www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf.

Merchant legal name		
Merchant DBA name	(optional)	
Contact name & telephone (for account setup)	Name	Telephone
Contact email		
Billing contact	Name	Email address
Physical address		
Systems East representative		
ISO/ISV	Company	Representative
ISO/ISV referral email	Email	Optional. Xpress-pay on-screen receipts have a "Learn more" button. Provide an email address here to alternatively direct these inquiries to inquiries to the reseller

Processing structure

Payment types	<input type="checkbox"/> Credit/debit cards <input type="checkbox"/> eChecks	
Description of payments or bills to be collected		
Site fee structure	<input type="checkbox"/> Pass-thru, separate transactions (dual deposit or SubscripXion Plan) ^① <input type="checkbox"/> Pass-thru, single transaction ^② <input type="checkbox"/> None, absorbed by merchant ^③	
Interface type (all are PCI DSS Level One Certified)	<input type="checkbox"/> Secure link (standard): Payment initiated by a button on client's site <input type="checkbox"/> Secure Payment Portal: Payment amount determined at merchant's site <input type="checkbox"/> xFrame : Secure payment screen embedded in merchant's site	
For Secure Payment Portal or xFrame, software provider technical contact information	Name	Email/Telephone
Special instructions		

Schedule of Fees

Enrollment and annual renewal	Enrollment \$	Annual renewal \$
Recurring payments	<input type="checkbox"/> Yes \$	
Posted bills (EBPP)	<input type="checkbox"/> Yes \$	
Touchtone telephone payments (IVR) PCI DSS Level One Certified	If selected on prior page, setup is \$150 for one payment type. Setup for each additional payment type is \$75. Fees apply for additional languages. Transaction fees: Card and eCheck fees below apply, plus <input type="checkbox"/> \$1.00 per completed payment, or <input type="checkbox"/> Per-minute rate for all time used: \$0.____	
Monthly account maintenance fee	\$	
Swipe reader (unit + USB cable)	Number of units @ \$100 each:	

Credit/debit card fees	<input type="checkbox"/> Pass-thru of site fee: ① or ②	<input type="checkbox"/> All fees paid by merchant: ③
Transaction fees borne by merchant	All provider fees less pass-thru fees below	All
Transaction fees borne by visitor	As specified below	None
Pass-thru rates*	_____ % plus \$ _____	None
Xpress-pay site fee per transaction	_____ % plus \$ _____	_____ % plus \$ _____
Total paid by visitor (sum of the above two lines)	_____ % plus \$ _____	0% + \$0.00

eCheck fees		
Pass-thru* transaction fee	_____ % plus \$ _____	Determined by provider, paid by merchant
Pass-thru* account verification fee	_____ % plus \$ _____	Determined by provider, paid by merchant
Xpress-pay site fee per transaction	_____ % plus \$ _____	_____ % plus \$ _____
Total per transaction fee paid by visitor (sum of the above three lines)	_____ % plus \$ _____	0% + \$0.00

* Routing of the Site Fee is determined by the selection in the *Site Fee Structure* on Page One and as defined below. For ① and ②: a) the Site Fee is limited to 3% + \$0.45, and b) Site Fees are not permitted on donations, however, a checkbox allowing the visitor to voluntarily add up to 2.5% for processing costs may be included.

- ① Dual-deposit: Payment proceeds are deposited in the merchant's bank account. A Site Fee is charged to the visitor as a separate transaction and deposited in a bank account held by a partner/provider through prior arrangement with Systems East. Transaction fees are paid by the partner/provider, who will bill the merchant only for base monthly fees and negative activity (chargebacks, NSF, etc.). This option is not available to all resellers or merchants.
- ② Pass-thru: payments include a site fee which is added to the primary transaction. All proceeds are deposited in the merchant's bank account, which will be subsequently debited for all accrued fees.
- ③ Merchant absorbs all fees: Payments do not include a site fee. Proceeds are deposited in the merchant's bank account, which will be subsequently debited for all accrued fees.

Enrollment Agreement

Additional terms and conditions:

- Public awareness is imperative to public participation. As a component of your enrollment, you agree to notify the public of their ability to pay or donate through Xpress-pay. This could include 1) a prominent payment graphic (button) we provide for your emailed bills, home page, or payment page, 2) a notice on printed bills directing customers to pay at your web site, or 3) a QR code placed on visual media.
- Any options not selected at the time of execution of this agreement may be added later date through a written or emailed notification.
- Accrued Xpress-pay fees will be debited from the bank account specified below within ten days of the close of each month. To continually facilitate same, you authorize a) the merchant provider(s) to share with Systems East information regarding bank account changes that may affect our ability to place debits, including replacement bank account information, and b) the authority to debit the replacement account.
- Enrollment includes initial merchant account liaison services, typical configuration, and general telephone support as required to maintain ePayment activity. Where excess support is required for causes outside a fault of Systems East, Inc. (including but not limited to redundant demonstration/training, merchant account changes, client actions or errors, etc.), support services may be determined to be billable. In such cases, Merchant will be provided with an estimate the remedy will commence subsequent to approval thereof.
- To facilitate Xpress-pay debit transactions for accrued fees, the following banking information is required:

Direct Debit Account Information ▪ Attach a voided check (not a deposit slip)	
Name on account	
Address, city/state/zip	
Bank name	
Bank address	
Account type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing & account number	Nine-digit routing#: _____ Account # _____

Acceptance

Approval and acceptance	Merchant
Signature	
Printed name	
Title	
Date	

ATTACHMENT 7

From: Doug Finch, Town Manager <dfinch@townofcanandaigua.org>
Sent: Wednesday, November 16, 2022 8:28 AM
To: Sarah Reynolds
Subject: FW: Audit Proposals

Please attached to audit reso

Douglas E. Finch, Town Manager

Town of Canandaigua
5440 Route 5&20W
Canandaigua, NY 14424
Phone: (585)337-4728

From: jnull@townofcanandaigua.org <jnull@townofcanandaigua.org>
Sent: Tuesday, November 15, 2022 9:53 AM
To: 'Doug Finch, Town Manager' <dfinch@townofcanandaigua.org>
Cc: ksilverstrim@townofcanandaigua.org
Subject: Audit Proposals

I have reviewed both the proposal for EFPR and Lumsden-McCormick.

I believe that both are equally qualified, have similar timelines, and will be able to meet our needs. Staffing and experience for both firms were comparable as well.

Lumsden-McCormick is out of Buffalo and their proposal seems to indicate a bulk of work will be done remotely. Their pricing is also considerably less at \$17,500 for the general audit and Justice and Clerk Reports with an additional \$5,000 fee if a single audit is necessary. In that regard, per the Department of Treasury's regulations it does not appear that one will be needed as we have not spent 750,000 of federal funding in fiscal year 2022.

There was a question as to whether the Justice and Clerk reports were \$2,500 each or all together as they are listed. I have reached out for clarification on this matter. The proposal indicated that the proposed fees included services included in our proposal request. The proposal also indicated annual fee increases of 5%.

The proposal from EFPR very clearly stated that the audit would be performed in any manner in which the Town preferred whether it is remotely, on-site or a hybrid approach. The proposal was sent from Williamsville but they do have offices in Rochester and as close as Newark. The Pricing for EFPR was significantly higher at \$30,000 for the general audit and the Justice and Clerk audits with an additional fee of \$4,500 should a single audit be required. The proposal made a point to state this is ALL INCLUSIVE and will include travel, phone, clerical, postage, etc.

Based mainly on the cost difference I believe that Lumsden-McCormick would be the better value, though I am concerned about what costs may not be included in the proposed fees.

In the past our contracts have been 3-year terms. I would propose that we consider a one-year contract. This would give us a chance to test the waters with a new firm without being cornered into a long-term contract.

Jessica Mull

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



INDEPENDENT AUDIT SERVICES PROPOSAL
October 27, 2022

**Town of Canandaigua, New York
Independent Audit Services Proposal**

TABLE OF CONTENTS

Page Number

TRANSMITTAL LETTER	1
---------------------------	----------

EXECUTIVE SUMMARY	2
--------------------------	----------

QUALIFICATIONS OF THE FIRM	4
Firm Overview	
Firm Qualifications	
Firm Description	
Peer Review Report	
Personnel	
References and Select Clients	

SUMMARY OF SERVICES	15
----------------------------	-----------

SPECIFIC AUDIT APPROACH	16
--------------------------------	-----------

PROFESSIONAL FEES	19
--------------------------	-----------

REQUIRED FORMS	21
-----------------------	-----------

October 27, 2022

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

Dear Ms. Chrisman and Members of the Town Board:

Lumsden McCormick is pleased to present our credentials and audit approach to serve as the independent certified public accountants for the Town of Canandaigua, New York (the Town) beginning with the year ending December 31, 2022.

Our knowledge and collective experience working with municipalities as well as other governmental agencies and nonprofit organizations throughout New York State makes us uniquely qualified to deliver the services you require. As you review the proposals you have received, you may ask what differentiates one firm from another. Our proposal offers the reasons why we believe you should select Lumsden McCormick.

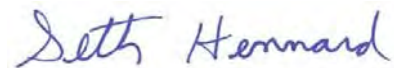
We are fully aware of the scope requirements outlined in your request for proposal and are committed to meeting all deadlines between commencement of the audit and delivery of final reports each year. We are proud of our core values and are dedicated to consistently delivering timely and quality services.

Our total all-inclusive proposed fee represents our firm and irrevocable offer to provide the services described herein. The fee is based upon the assumption that there will be no unanticipated material changes in conditions and circumstances that will affect the scope and performance of our audit.

Working with Lumsden McCormick adds strength to the efforts of your management. Through our diversified experiences, we can provide the indispensable objectivity of an outsider to interpret financial information, identify issues that may impede progress of your financial goals, and recommend solutions.

Thank you for the opportunity to present this proposal. We also welcome the opportunity to meet with you and to detail how our service approach can be of benefit to the Town.

Sincerely,
Lumsden & McCormick, LLP



Seth D. Hennard, CPA
Partner, Government Services

Enc.

EXECUTIVE SUMMARY

While our proposal contains detailed information about our Firm and our capabilities, this summary highlights some important information for your consideration.

Understanding of the Services to be Performed

We understand our responsibility will be to audit the basic financial statements in accordance with auditing standards generally accepted in the United States of America, and if a single audit is required, the financial statements will include a schedule of expenditures of federal awards and the audit will also be performed in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States, and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We will also prepare agreed-upon procedures reports relative to Town Justice and Town Clerk responsibilities and issue a management letter.

Experience in the Governmental Arena

Our clients include over 100 governmental entities, including numerous counties, cities, towns, and villages. Specializing in audits of governmental entities is a fulltime service area of our Firm with over 25 people dedicated to this sector. Page 14 includes a summary of our governmental clients and pages 9-12 provide the professional qualifications of the specific engagement leaders who will serve you.

Knowledge of Governmental Accounting

Certified public accountants who work on government audits are required to obtain at least 24 hours of government-specific continuing education within each two-year period. We match this education with the specific needs of the individual as well as the specialty areas applicable to our clients. We also ensure that our professional staff receive education hours at seminars both inside and outside the firm, and most far exceed the minimum requirements.

Full-Service Firm

As a full-service accounting and advisory firm with dedicated industry specialists, we provide the same level of expertise as firms which limit their practice to the governmental area, while also offering a wide array of additional resources that may be required by exempt organizations. Our experience with exempt organizations has given us the opportunity to develop specialized services designed for their needs.

In addition to traditional auditing and accounting services, we have the expertise to offer solutions related to exempt and payroll taxation, financial reporting, budgeting, forecasting, strategic planning, computer technology and software, fraud detection and prevention, internal control and efficiency audits, and many other operational concerns. Additionally, as we have demonstrated to our clients, the size of our staff affords us the ability to provide continuity on engagements as well as deliver timely, quality services. We routinely assist our government clients with questions on payroll and other informational tax forms.

Our unique qualifications include:

- **Professionals already familiar with auditing and accounting requirements for municipalities.** An audit team with industry experience and year-round service to many municipalities increases audit efficiencies and facilitates quality service. We consistently provide staff continuity, balanced with “fresh eyes” achieved through periodic rotation of field personnel. Given our size and experience, we have several partners with specific governmental expertise, allowing for seamless partner rotation, if requested.

EXECUTIVE SUMMARY

- **Our audit approach** is to plan our work to ensure minimal disruption to your staff. We use a web-based system called Suralink to organize client requests electronically. This helps all of us organize the volume of audit requests into a simple, straightforward system to ensure we all know what items are still outstanding, what items have been received, and what additional requests or questions either of us may have. It also allows us to work efficiently while working remotely to reduce interruptions to your management and staff.
- **A professional dedicated audit team** that concentrates primarily in the government sector and possesses specific knowledge of operations which minimizes the transition to a new accounting firm and disruption to your daily routine. This audit team has expertise related to the implementation of recent accounting pronouncements, including GASB 84, related to fiduciary activities, and GASB 87, effective for 2022, which impacts the accounting for leases.
- **Proactive service approach.** Our philosophy encourages regular communication throughout the year to discuss issues and address complex areas as they occur, which reduces year end audit adjustments. Our engagement partners are very involved in the audit process and available whenever needed.
- **Professional development.** We recognize it is often difficult to stay informed of new financial accounting, reporting, and continuing professional education requirements. Therefore, Lumsden McCormick sponsors an annual Exempt Organizations seminar each fall; last year's virtual event took place on December 8-9, 2021. The conference addresses pertinent topics relative to governmental organizations, often featuring nationally recognized speakers in the industry. We also offer continuing professional education courses to clients directly through our Firm along with local and national experts. Our 2022 Conference will be held virtually on December 6-7, 2022, from 9 am – 12 pm each day.
- **Global resources** provided through our membership in BDO Alliance USA. The Alliance is a nationwide association of independently owned local and regional accounting, consulting, and service firms operated by BDO, an international accounting network that provides advisory services in 144 countries.
- **Participation in Governmental Organizations.** Our professional staff has extensive experience working with many state and national organization affiliates. Our involvement at committee levels, as seminar speakers, as noted on page 7, and in networking with key advisory personnel at various levels of government enhances our expertise. To stay current with governmental industry trends and issues, our Firm is a qualified member of the AICPA Governmental Audit Quality Center (GAQC) and Benefit Plans Audit Quality Center. Additionally, our professional staff is currently active in the following organizations:
 - American Institute of Certified Public Accountants (AICPA)
 - Association of Certified Fraud Examiners
 - Association of Government Accountants
 - Government Finance Officers' Association (GFOA)
 - Institute of Internal Auditors
 - New York State Association of School Business Officials
 - WNY Association of School Business Officials
 - New York State Society of Certified Public Accountants (NYSSCPA)
 - NYSSCPA Public Schools Accounting Committee
 - NYSSCPA Governmental Accounting and Auditing Committee

QUALIFICATIONS OF THE FIRM

Firm Overview

Founded | Ownership | Total Staff | Gov't Group

1952 | 21 Partners | 138 with 68 CPAs | 35

Peer Review Report

2021 – Passed (highest distinction available)

Professional Affiliations

American Institute of Certified Public Accountants (AICPA)

Employee Benefit Plan Audit Quality Center

Governmental Audit Quality Center (GAQC)

New York State Society of Certified Public Accountants (NYSSCPA)

Government Accounting and Auditing Committee

Health Care Committee

Not-For-Profit Organizations Committee

Public Schools Committee

Technology Assurance Committee

Registered with the Public Company Accounting Oversight Board (PCAOB)

BDO Alliance USA

Association of Government Accountants

Association of Certified Fraud Examiners

Exit Planning Institute

Government Finance Officers' Association (GFOA)

Institute of Internal Auditors (IIA)

New York State Association of School Business Officials

Western New York Association of School Business Officials



Services

Auditing and Accounting, GASB Implementation Assistance, Annual Comprehensive Financial Reports, Internal Audit Services, the Uniform Guidance, Governmental Reporting, Consolidation Studies, Personal and Corporate Tax, Financial Statements, Estate Tax Planning, International Taxation

Client Types

Municipalities, Governmental Agencies, Public Authorities, School Districts, BOCES, Fire Districts, Community Colleges, Private Colleges, Universities, Private Schools, Religious, Performing Arts, Museums, Associations, Clubs, Foundations, Pension/Welfare Plans, Human Service, Health Care, Hospitals

Service Experience

Contract Close-out Audits, FAR Audits, Audit and Tax, Uniform Guidance, HUD Projects, Cost Reporting, GFOA Award Program for Annual Financial Reports, Consolidated Fiscal Reports, Medicare/Medicaid, Financial Reporting, Financing, Unrelated Business Income Tax, Municipal Studies, Compensation Surveys, Internal Control Systems, IRS Representation, Business Plan Procedures, Budget and Forecasting, Cost Control Studies, Banking & Financing, Fraud Policy Manual

Computer Technology

Software, Implementation/Training for accounting applications designed for exempt organizations



QUALIFICATIONS OF THE FIRM

Firm Qualifications

Firm Independence

Lumsden McCormick maintains strict adherence to professional quality control standards. We are independent of the Town of Canandaigua, New York, as defined by auditing standards generally accepted in the United States of America and the U.S. Government Accountability Office's *Government Auditing Standards*.

License to Practice in New York State

All of our qualified professionals are licensed by the New York State Education Department as Certified Public Accountants and are members of the American Institute of Certified Public Accountants and the New York State Society of Certified Public Accountants. Each professional staff member must have a college undergraduate degree with a concentration in accounting and meet the qualifications necessary to sit for the Uniform Certified Public Accountancy Exam. Many have earned graduate degrees and specialized certificates.

Continuing Professional Education

All partners and professionals are required to complete at least 40 hours of continuing professional education each year and most far exceed this minimum. Qualified in-house technicians and professional instructors provide staff training consisting of topics of general appeal to all CPAs and specialized programs geared to the needs of our clients or an individual's area of concentration. A large portion of educational hours is accumulated at out-of-town seminars and conferences.

Commitment to Affirmative Action

It is the policy of Lumsden McCormick that there shall be no discrimination in employment decisions and in the workplace based upon race, creed, color, national origin, citizenship, sex, age, handicap, marital status, or sexual orientation. This policy applies to recruitment, advertising, hiring, compensation, benefits, overtime, job classification, training and development, assignments, promotions, and all other terms related to employment at Lumsden McCormick.

Conflicts of Interest

To the best of our knowledge, no other member of the Lumsden McCormick Government Services Team or our Firm staff is in conflict with or has a relationship with the Town of Canandaigua. Lumsden McCormick has no prior engagements with either entity directly or as a subcontractor.

Desk and Field Reviews/Litigation

Our work has been subject to normal and routine Federal and State desk reviews conducted by the Federal Audit Clearinghouse and the New York State Education Department over the past three years. There have been no findings or recommendations. None of our work has been subjected to field reviews by state regulatory bodies or professional organizations, and the Firm has not been subjected to any disciplinary action.

Commitment to Affirmative Action

It is the policy of Lumsden McCormick that there shall be no discrimination in employment decisions and in the workplace based upon race, creed, color, national origin, citizenship, sex, age, handicap, marital status, or sexual orientation. This policy applies to recruitment, advertising, hiring, compensation, benefits, overtime, job classification, training and development, assignments, promotions, and all other terms related to employment at Lumsden McCormick.

QUALIFICATIONS OF THE FIRM

Firm Description

Lumsden McCormick is a New York State partnership founded in 1952 and located in Buffalo. With almost 140 employees, we are one of the largest locally owned certified public accounting firms in Western New York.

Lumsden McCormick serves exempt organizations (counties, cities, towns, villages, public authorities, school districts, BOCES, fire districts, and nonprofit organizations), privately held businesses, and individuals. The size of our clients varies from those with a few employees and modest revenues to large, billion-dollar entities. The foundation of our Firm has always been the personal, confidential, and high-quality services we render to our clients.

Because of the specialized interests and needs of our clients, we have a proactive approach to service. Our partners and managers work with our clients as advisors to supplement their management team. Your goals are similar to our goals; your success is a measure of our success.

Since a substantial portion of our practice consists of governmental organizations, we have professionals who devote the majority of their time to serving this important market segment and staying informed of current developments. All professionals on our government services team stay up-to-date on issues affecting governmental entities.

Lumsden McCormick professionals understand the constraints as well as the opportunities in today's competitive business environment. In addition to providing traditional auditing and accounting services, we offer specialized services designed to assist in important business decisions, which include:

- Accounting standards implementation
- Accounting policies and procedures
- Annual Comprehensive Financial Reports
- Annual Update Documents (AUDs)
- Budgets and forecasts
- Employee and executive compensation
- Internal control systems
- Internal audit outsourcing
- Cash flows projections
- Cash management consulting
- Cost control and cost accounting
- Management information systems
- Strategic planning
- Banking relationships and financing arrangements
- Single Audits under the Uniform Guidance
- Development of indirect costs to establish indirect cost rates
- Consolidated Fiscal Reports (CFRs)
- Medicare/Medicaid cost reports
- Reimbursement & regulatory issues
- Financing assistance
- Audits of employee benefit plans

Lumsden McCormick is registered with the AICPA Governmental Audit Quality Center, the Public Company Accounting Oversight Board, and is a member of the Center for Public Company Audit Firms of the AICPA. Membership requires us to maintain strict adherence to professional quality control standards and submit to a peer review of our control policies and procedures to demonstrate that adherence. The peer review is required to include governmental audits, including those with single audit requirements. We "passed" our 2021 peer review, receiving the highest designation available from the AICPA's National Peer Review Committee. A copy of this report appears at the end of this section.

QUALIFICATIONS OF THE FIRM

Firm Description

We are an independent member of the BDO Alliance USA, a nationwide association of independently owned accounting, consulting, and service firms. The BDO Alliance USA presents an opportunity to expand our services by accessing the resources of BDO USA, LLP and other Alliance members. The BDO Alliance USA is a subsidiary of BDO USA, LLP, a Delaware limited liability partnership. Membership in these and other organizations provides a foundation for us to maintain the highest level of quality and a multitude of resources that we offer our clients.

Our practice philosophy embraces not only a comprehensive range of accounting and business advisory services, but also a commitment to providing them in the most professional manner possible. At every stage of an engagement, Lumsden McCormick is committed to personal service. Close personal contact with those we serve is the best way to add value to our service, and the only way to ensure that a service is matched with an organization's needs and delivered in a way that meets those needs.

State and National Organization Affiliations

Our professional staff has extensive experience working with many state and national organization affiliates. Our involvement at committee levels, as seminar speakers, and with key advisory personnel at various levels of government enhances our expertise. Our professional staff is currently active in the following organizations:

- American Institute of Certified Public Accountants (AICPA)
 - Certified in Financial Forensics (CFFs)
 - Certified Information Technology Professionals (CITPs)
- Association of Government Accountants
- Institute of Internal Auditors
- New York State Society of Certified Public Accountants (NYSSCPA)
 - NYSSCPA Public Schools Accounting Committee
 - NYSSCPA Government Accounting and Auditing Committee
- New York State Association of School Business Officials
- Government Finance Officers' Association (GFOA)
- Western New York Association of School Business Officials
- Association of Certified Fraud Examiners – three professionals in our Firm are CFEs

Publications and Communication

Our communication is continuous and regular. We keep you informed of current developments that may affect your operations. In addition, our Firm regularly conducts seminars and hosts a variety of other events to which your personnel will be invited. You will receive all of our Firm's announcements, invitations, and published e-newsletters. We have held an annual conference for more than 25 years related to issues impacting governmental entities and non-profit organizations.

Our professionals have taught the two-day GFOA Governmental Accounting and Financial Reporting workshop classes at various dates during 2014, 2015, and 2019. We also presented at various WNY ASBO school district seminars and presented on GASB Statements 68, 71, and 75 at the NYS GFOA Annual Conference in April 2016, GASB Statement 87 at the NYS GFOA Annual Conference in July 2021 and again in April 2022. In addition, we presented on Reserve Plans at the NYS Association of School Business Officials Financial Management Auditing & Accounting workshops held throughout New York State in Spring 2018 and have presented various governmental auditing and accounting topics at the Lumsden McCormick Exempt Organizations conference in 2017, 2019, 2020, and 2021. The 2021 Exempt Organizations Conference was held as a virtual conference on December 8-9, 2021; recordings can be found on our website in the Firm News section.

QUALIFICATIONS OF THE FIRM

Peer Review Report



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Lumsden & McCormick, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lumsden & McCormick, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lumsden & McCormick, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lumsden & McCormick, LLP has received a peer review rating of *pass*.

Jones, Nale & Mattingly, P.C.

Louisville, Kentucky
December 22, 2021

Certified Public Accountants and Advisors

401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 www.jnmcpa.com

QUALIFICATIONS OF THE FIRM

Personnel

We understand that communication and continuity of staff are important to our clients. Your service team will always be available to provide proactive and responsive service whenever needed.

It is important to work with a team of professional advisors who have an understanding of both government operations and the rules and regulations mandated by New York State, as well as the depth to deliver the needed services. Governmental services are a full-time business in our Firm. We maintain a dedicated staff of professionals that possess the in-depth knowledge to work with you and guide you through the audit and financial reporting requirements. One of our service goals is to have several professionals on our staff familiar with your operations. This ensures that you always have access to someone who knows you and can provide responsive service. Our government audit staff consists of approximately 25% of our professionals. The mixture of staff assigned is based on experience and the needs of each engagement. You will not be a training ground for new staff. All associates have the proper daily supervision.

In addition to the people named within this proposal, we have over sixty other professionals on staff. Each of them has experienced unique business situations, and many of them possess specialty technical or industry skills. This is an important consideration when hiring professional advisors. It is not unusual that a client will use the services of someone in our Firm who is not a regular member of our service team, but has the skills and knowledge needed to assist with a specific technical or operating issue.

On the following pages you will find the resumes of your engagement team. We are available to meet your needs on a full-time basis throughout the year as the need for consultation arises. We do all that is possible to ensure continuity of highly dedicated and trained staff.

Your engagement team will include:

Partners: Sara M. Dayton, CPA
Seth D. Hennard, CPA, CGFM, CHFP

Manager: Jeremy J. Smith, CPA

Other government services team members:

Partners: Donna M. Gonser, CPA
Jill M. Johnson, CPA, CFE, CITP, FHFMA
John P. Schiavone, CPA

Principals: Cathleen M. Karpik, CPA
Mary F. Young, CPA

Managers: John F. George, CPA
Elizabeth S. Krause, CPA
Elizabeth M. LaLonde
Jenna A. Torella, CPA

Numerous other accountants also service this important practice area and all staff resumes are available on our website in the *People* section.

QUALIFICATIONS OF THE FIRM

Personnel



Seth has over fifteen years' experience in service to exempt organizations including municipal governments, school districts, various governmental entities, and nonprofit organizations. He has extensive knowledge in auditing and reporting in accordance with *Government Auditing Standards*, maintaining and exceeding all continuing professional education requirements. Seth is an expert in single audits in accordance with the Uniform Guidance, having performed the New York State Single Audit for a number of years while with another firm. Seth possesses the CGFM (Certified Government Finance Manager) and CHFP (Certified Healthcare Financial Professional) professional certifications from the Association of Government Accountants and Healthcare Financial Management Association, recognizing the unique skills and special knowledge required of today's government and healthcare financial managers. Seth will provide overall management of the audit engagement.

Education

State University of New York at Buffalo, Master of Science, Accounting

State University of New York at Buffalo, Bachelor of Science, Business Administration

Continuing Professional Education

	Govt	Other	Total
2021	31.0	20.5	51.5
2020	41.5	19.5	61.0
2019	85.0	18.0	103.0

Professional

American Institute of Certified Public Accountants

New York State Society of Certified Public Accountants

- Government Auditing and Accounting Committee

Association of Government Accountants

Government Finance Officers' Association

- Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program

Healthcare Financial Management Association

- Certified Healthcare Financial Professional
- WNY Chapter, Past President

Representative Clients Served

County of Clinton, New York

Town of Batavia, New York

Town of Bolivar, New York

Village of Bolivar, New York

QUALIFICATIONS OF THE FIRM

Personnel



Sara has extensive experience serving governmental entities in the areas of internal and external auditing, single audits, consulting, taxation, information returns, and financial reporting. As the leader of our governmental services group, Sara is responsible for reviewing all governmental financial statements and assists with the management and delivery of services by facilitating risk assessment and client expectations for our larger governmental clients. She maintains and exceeds the continuing professional education requirements of *Government Auditing Standards*. Sara is also responsible for oversight of our internal auditing services as well as special consulting services for other governmental entities.

Education

State University of New York at Geneseo, Bachelor of Science, Accounting

Harvard Business School Executive Education, 2016, *Governing for Nonprofit Excellence*

Continuing Professional Education

	Govt	Other	Total
2021	26.5	29.5	56.0
2020	30.5	30.5	61.0
2019	94.0	24.0	118.0

Professional

American Institute of Certified Public Accountants

New York State Society of Certified Public Accountants, Public Schools Accounting Committee

Government Finance Officers' Association, Advisory Committee, WNY Chapter

New York State Association of Counties

Western New York Association of School Business Officials

Institute of Internal Auditors

Buffalo Business First, 40 Under 40, Honoree 2015, Judge 2017 – present

Passed Series 7 and 66 securities exam – Financial Advisor*

Community

Erie County SPCA, Board Treasurer, past Board President

Cradle Beach Camp, Inc., Board Member

Buffalo-Erie Marathon Association, Inc., Board Treasurer

Representative Clients Served

Town of Cambria, New York

Town of Clarence, New York

Town of Holland, New York

Town of Lockport, New York

**Sara Dayton is a financial advisor/registered representative offering securities through Avantax Investment Services SM, Member FINRA, SIPC and investment advisory services through Avantax Advisory Services SM.*

QUALIFICATIONS OF THE FIRM

Personnel



Jeremy's responsibilities include managing day-to-day fieldwork, guiding staffing, coordinating efforts with management, risk analysis, and detail review of our procedures. He has over ten years of experience working with school districts and governmental entities by providing both internal and external auditing services. Jeremy will serve as our key client liaison and manage fieldwork, client expectations, and preparation and review of our deliverables. In addition, he will assist with overall management of the audit engagement and will provide direct supervision of the audit fieldwork team and review of the audit documentation. Jeremy maintains the continuing professional education requirements of *Government Auditing Standards*.

Education

St. Bonaventure University, Master of Business Administration, Accounting
St. Bonaventure University, Bachelor of Business Administration, Accounting
Jamestown Community College, Associate, Business Administration

Continuing Professional Education

	Govt	Other	Total
2021	30.5	10.0	40.5
2020	18.5	23.5	42.0
2019	9.0	31.5	40.5

Professional

American Institute of Certified Public Accountants
New York State Society of Certified Public Accountants

Representative Clients Served

City of Lockport, New York
Town of Batavia, New York
Town of Pendleton, New York
Village of Blasdell, New York

QUALIFICATIONS OF THE FIRM

References and Select Clients

All services provided by Lumsden McCormick will be served by the office located in downtown Buffalo in the Cyclorama Building at 369 Franklin Street.

Town of Cambria, New York

4160 Upper Mountain Road | Sanborn, New York 14132 | 716-433-8523

Scope of Work: Audit, Justice Reports, AUD Assistance, consulting services

Date of Work: December 31, 2021 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Wright Ellis, Town Supervisor | 716-433-8523 ext. 119

Town of Clarence, New York

One Town Place | Clarence, New York 14031 | 716-741-4715

Scope of Work: Audit, Justice Reports, AUD Assistance, special departmental studies

Date of Work: December 31, 2021 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Kimberly Ignatowski, Director of Administration and Finance | 716-407-8937

Town of Holland, New York

47 Pearl Street | PO Box 36 | Holland, New York 14080 | 716-537-9443

Scope of Work: Annual Update Document, bookkeeping assistance

Date of Work: December 31, 2021 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Jill Zientek, Bookkeeper | 716-537-9443 ext. 5

Town of Lockport, New York

6560 Dysinger Road | Lockport, New York 14094 | 716-439-9520

Scope of Work: Audit, Justice Reports, consulting services

Date of Work: December 31, 2021 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Marc Smith, Town Supervisor | 716-439-9520

Town of Pendleton, New York

6570 Campbell Boulevard | Lockport, New York 14094 | 716-625-8833

Scope of Work: Consulting, Annual Update Document

Date of Work: December 31, 2021 (ongoing)

Engagement Partner: Sara M. Dayton

Client Contact: Joel Maerten, Town Supervisor | 716-625-8833

QUALIFICATIONS OF THE FIRM

References and Select Clients

Lumsden McCormick has a long history of serving governmental entities. The size of our clients varies from those with a few employees and modest revenues to those with revenues in the hundreds of millions and thousands of employees.

Municipalities

City of Lockport, New York
County of Clinton, New York
Town of Batavia, New York
Town of Bolivar, New York
Town of Cambria, New York
Town of Clarence, New York
Town of Darien, New York
Town of Holland, New York
Town of Lockport, New York
Town of North Collins, New York
Town of Pendleton, New York
Village of Bolivar, New York
Village of Depew, New York
Village of East Aurora, New York
Village of LeRoy, New York
Village of Orchard Park, New York

Public Authorities

Buffalo and Erie County Workforce Development Consortium
Buffalo and Erie County Industrial Land Development Corporation
Buffalo & Erie County Regional Development Corp.
Buffalo and Fort Erie Public Bridge Authority
Buffalo Fiscal Stability Authority
Capital District Transportation Authority
Erie County Industrial Development Agency
Erie Tobacco Asset Securitization Corporation
Erie County Water Authority (*formerly*)
Greater Lockport Development Corporation
New York State Energy Research and Development Authority (*consulting*)
Niagara Area Development Corporation
Niagara County Brownfield Development Corporation
Niagara County Industrial Development Agency
Niagara County Development Corporation
Niagara Economic Development Fund
Niagara Frontier Transportation Authority
Niagara Power Coalition

Fire Districts and Companies

Bowmansville Volunteer Fire Association
Cambria Volunteer Fire Company, Inc.
Clarence Center Volunteer Fire Company
Clarence Center Volunteer Firefighters Benevolent Association, Inc.
Cleveland-Hill Fire District
Darien Center Chemical Fire Company, Inc.
Eggertsville Fire District

Fire Districts and Companies (continued)

Holland Fire District
Newstead Fire Company
Pekin Fire Company, Inc.
Snyder Fire District
Town of Niagara Active Hose
West Seneca Fire District No. 4

School Districts: External Audit

Akron Central School District
Alden Central School District
Attica Central School District
Barker Central School District
Belfast Central School District
Board of Education, City of Buffalo (Buffalo Public Schools)
Byron-Bergen Central School District
Cheektowaga Central School District
Cheektowaga-Maryvale Union Free School District
Clarence Central School District
Cleveland-Hill Union Free School District
Corning City School District
Erie 1 BOCES
Erie 2 Chautauqua – Cattaraugus BOCES
Grand Island Central School District
Hamburg Central School District
Kenmore-Town of Tonawanda Union Free School District
Lewiston-Porter Central School District
Lockport City School District
Mount Morris Central School District
Newfane Central School District
North Collins Central School District
Pavilion Central School District
Royalton Hartland Central School District
Salamanca City Central School District
Sweet Home Central School District
Warsaw Central School District
Wilson Central School District
Wyoming Central School District
Yorkshire-Pioneer Central School District

School Districts: Internal Audit

Amherst Central School District
Fredonia Central School District
Holland Central School District
Iroquois Central School District
Lackawanna City School District
Medina Central School District
Monroe 2 – Orleans BOCES
North Tonawanda City School District
Orchard Park Central School District
Tonawanda City School District

SUMMARY OF SERVICES

Scope

We will audit the basic financial statements and supplementary information in accordance with auditing standards generally accepted in the United States of America.

Reporting Requirements

We will prepare the following:

- A report on the basic financial statements in accordance with accounting principles generally accepted in the United States of America
- The financial statements will include management's discussion and analysis, if requested, notes to the financial statements, and supplementary information, including the schedule of expenditures of federal awards, if required, and we will assist with preparation based on information provided by management
- Agreed-upon procedures reports regarding the Town Justices and Town Clerk

Management Letter and Report to Those Charged with Governance

At the conclusion of our audit, we will present the Town Council with a management letter describing any matters noted relative to internal control or other items we believe should be brought to the attention of management including significant deficiencies or material weaknesses. Our management letters contain constructive comments to enhance effectiveness and efficiencies. We will also present a separate communication to those charged with governance informing them of key issues as required by our professional standards.

Annual Update Document

Our staff uses the latest in software tools that allows us to present reports in a format that is helpful and efficient in preparation of the Annual Update Document (AUD). We have significant experience in AUD preparation and, thanks to our participation on various State committees, several contacts at the State Comptroller's Office. This often proves helpful if questions arise or additional guidance is needed.

Communication

Reports will be reviewed with management to ensure accuracy and agreement of any findings or recommendations. Reports and results of the audit will be presented to the Town Council at your request to discuss financial activity and pertinent information.

Other Assistance

Consulting time is included in our fee estimate for non-routine matters that arise throughout the year.

SPECIFIC AUDIT APPROACH

Our audit plan will embrace the philosophy of auditing and understanding the business of municipal finance and accounting. This approach places great emphasis on looking beyond the accounting entries to the underlying operations and substance which give rise to those entries. We believe that for our audits to be truly effective, they must be specifically designed to examine the unique characteristics and risks of the Town in relation to the governmental environment, needs of financial statements users, and your goals.

Our plan requires that we gain a thorough understanding of your operational and administrative environment. It is essential that we recognize internal and external factors that impact the Town. It is this understanding and recognition that allows us to assess risk and evaluate your internal controls. With this background, we are prepared to conduct an effective and efficient audit.

Providing our services timely and professionally requires careful planning of the critical phases of our work and adherence to a pre-established time plan. Our services will be performed both before and after the end of your year. At all phases, service will be managed and directed by the partner of your engagement team. We will plan fieldwork in order to provide all final reports to you by June 1 of each year, as stipulated in your request for proposal.

Our summary plan and methodology for the performance of the audit is as follows:

Planning Considerations

In planning our audit, consideration will be given to certain matters in addition to those ordinarily connected with an audit of financial statements in accordance with auditing standards generally accepted in the United States of America. Matters that we will consider in planning all components of the audit will include the following:

- Preliminary assessment of audit risk
- Identifying, obtaining information, and assessing the risks of material misstatement due to fraud
- Preliminary analytical procedures using ratios, account comparisons, and budgetary comparisons
- Materiality
- Compliance requirements
- Additional funding sources as a result of COVID-19 and the American Rescue Plan Act

We will provide your accounting personnel with examples of workpapers and analyses that are needed as part of our audit. Much of the documentation we request is likely already prepared and kept up to date routinely throughout the year.

SPECIFIC AUDIT APPROACH

Consideration of Internal Control

We will obtain an understanding of internal control sufficient to assess control risk. This includes obtaining knowledge about internal control relevant to compliance with laws and regulations that have a direct and material effect on the determination of financial statement amounts. We will use this knowledge to:

- Identify types of potential misstatements
- Consider factors that affect the risk of material misstatements
- Design our audit tests
- Document our understanding of internal control by use of written narratives and flow charts

In understanding internal control, our procedures will include, but not be limited to:

- Documenting the control environment, including responsibilities of key staff members
- Obtaining permanent file data such as the Town's bargaining unit agreements, leases, bonds, and other debt financing agreements
- Reviewing, documenting, and annually updating our understanding of the system and control procedures through inquiry, narratives, flow charts, and other means
- Assisting management with the identification of applicable laws and regulations to assess them for completeness
- Testing effectiveness of internal control for financial audit purposes

Exit Conference and Draft Reports

Upon completion of all required reports, we will conduct an exit conference with the Town to summarize the results of our fieldwork, review significant findings, and present the reports issued as a result of our audit.

Identification of Anticipated Potential Audit Problems

We do not anticipate any significant matters at this time. Our philosophy is to address reporting, accounting, or auditing concerns in a timely manner. We believe clients do not like surprises; likewise, we like to maintain open lines of communication to deal with matters as quickly as they arise.

SPECIFIC AUDIT APPROACH

Audit Timeline

The following timeline is based on anticipated year end closing procedures. We can accommodate different times to meet the needs of the Town.

Audit Planning

November - December

- Audit brainstorming including fraud-related risks
- Meeting with the Town Supervisor to review audit scope and plan
- Complete audit planning documentation/audit programs/client assistance letter
- Initial development of risk assessment
- Review of Federal funding to determine whether a single audit is necessary

Compliance Testing

November - December

- Determine sample sizes
- Select samples for testing major transaction cycles – payroll, cash receipts, cash disbursements
- Perform personnel interviews
- Town Justices and Town Clerk agreed-upon procedures
- Perform fraud risk testing, which may include:
 - Test personnel expense reports
 - Review purchases made on Town credit cards, if applicable
 - Review cancelled checks from main disbursement account and agree to supporting documentation
 - Review controls over cash receipts
 - Fuel-related risks, if applicable

Year End Fieldwork

April - May

- Audit major balance sheet accounts by fund and on a government-wide basis using auditor-determined materiality levels
 - Cash
 - Accounts receivable
 - Accounts payable/search for unrecorded liabilities
 - Debt agreements and schedules of principal and interest payments
 - Capital expenditure testing
 - Pension and other postemployment benefits
- Reconcile property taxes and other tax items
- Reconcile State aid
- Determine Federal American Rescue Plan Act funding and any other Federal revenue sources
- Perform single audit testing for major programs, if applicable
- Reconcile other miscellaneous revenue sources
- Perform analytical procedures relative to payroll and employee benefits
- Report drafting and review with Town Supervisor and/or Town bookkeeper
- Exit conference
- Attend Board meeting via Zoom (as requested)
- Issue reports

PROFESSIONAL FEES

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

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

Our proposed fees are as follows:

	2022
General Purpose Financial Statement Audit	\$15,000
Town Justice and Town Clerk Agreed-Upon Procedures Report	<u>2,500</u>
	<u>\$17,500</u>

A single audit is only required if Federal expenditures exceed \$750,000 in a given year. Based on our review of your American Rescue Plan Act funding, we believe it is possible that the Town's funding will exceed this level for 2022 and/or 2023. For years in which a single audit is required, if any, the additional fee would be estimated at \$5,000.

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

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

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

PROFESSIONAL FEES

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

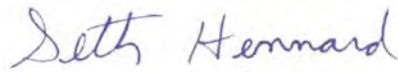
Charges for other services not included in your proposal request will be based on the following discounted rates:

	<u>Hourly Rate</u>	<u>Approximate Annual Hours</u>
Partner	\$310	20
Principal	260	10
Manager	187	30
Senior	153	65
Staff	111	65
Administrative staff	40	5

Annual fee increases will typically approximate 5%. Any significant fee adjustments would be discussed with you in advance.

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

Signature



Seth D. Hennard, CPA

Name of Firm

Lumsden & McCormick, LLP

Address

369 Franklin Street | Buffalo, New York 14202

Contact

716-856-3300 (phone) | 716-856-2524 (fax)

Information

shennard@LumsdenCPA.com

REQUIRED FORMS

Town of Canandaigua

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

INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions ("Terms and Conditions") are required to be incorporated into any agreement between the Town of Canandaigua ("Town") and any Independent Contractor ("IC") providing services and/or work to the Town (collectively, "Services"). The Terms and Conditions herein shall supersede any other inconsistent terms between the Town and the IC.

1. Payment Terms

- a. Any and all requests for payments for Services shall be submitted to the Town Clerk in writing and shall be certified as true and correct. Payment is subject to approval by the Town at its next regular Town Board meeting and no late charges, penalties, and/or interest may be assessed by the IC against the Town until the Town has approved payment to the IC.
- b. The maximum liability of the Town shall in no case exceed the maximum amount appropriated by the Town for the Services.

2. Ownership of Work Product

All work product, including records in any medium, compiled and/or prepared by the IC in the delivery of Services to the Town (collectively, "Work Product"), shall become and remain the property of the Town. IC shall not, by virtue of the Services to the Town have or obtain any right, title or interest in or to such Work Product, and shall have no right to disclose, use, and/or exploit such Work Product, except that IC may maintain a copy of the Work Product for purposes of maintaining its business records.

3. Assignment and/or Subcontract

IC is prohibited from assigning any and/or all of its rights under any agreement with the Town without the prior express written consent of the Town. IC is prohibited from subcontracting any part of the Services without the prior written consent of the Town. In the event that the Town consents to an assignment and/or subcontract, all Services received by the Town shall be deemed performed by the IC and IC shall remain primarily responsible for the Services provided to the Town.

REQUIRED FORMS

4. Absence of Conflicts of Interest

IC agrees that I has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the Services provided to the Town.

5. Status as Independent Contractor

IC expressly understands and agrees that it is and shall in all respects be considered an independent contractor, and IC, its employees, partners, associates, subcontractors, sub-consultants, and any others employed by it, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. IC shall comply, at its own expense, with the requirements of all federal, state, and local laws, rules and regulations applicable to it as an employer of labor or otherwise. IC shall further comply with all rules, regulations and licensing requirements pertaining to its professional status, if any, and that of its employees, partners, associates, and subcontractors.

6. Non-Discrimination

IC represents that in the hiring of employees for the Services, neither IC, nor any contractor, subcontractor, nor any person acting on behalf of IC, shall be reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Services. IC further represents that neither IC, nor any contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the Services on account of race, creed, color, sex, age, physical disability or national origin.

7. Indemnification / Hold Harmless

IC agrees to the fullest extent of the law, that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, IC shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by IC or third parties under the direction or control of the IC. IC further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of the IC and to bear all other costs and expenses related thereto.

8. Notices

All notices of any nature shall be in writing and sent by registered or certified mail postage pre-paid to each party as follows:

Town of Canandaigua:

Canandaigua Town Clerk

Independent Contractor:

Lumsden & McCormick, LLP

PROFESSIONAL FEES

Canandaigua Town Hall
5440 Routes 5 & 20 West
Canandaigua NY 14424

Cyclorama Building
369 Franklin St.
Buffalo, NY 14202

9. Termination

The Town reserves the absolute right to terminate the Services upon thirty (30) days written notice to the IC.

10. Insurance

The IC shall deliver a certificate of general liability insurance, errors and omissions insurance, or professional liability insurance, as the case may be, ("Liability Insurance"), with a limit amount no less than \$1,000,000.00 per occurrence, and naming the Town as the Certificate Holder. IC agrees to maintain the Liability Insurance in full force and effect until the completion of the Services.

_____ Liability Insurance requirement waived (Consent from the Town's insurance carrier must be obtained prior to granting a waiver absent an emergency).

_____ Modification of limit amount to \$_____ (Consent from the Town's insurance carrier must be obtained prior to a modification absent an emergency).

IC shall also deliver to the Town proof that IC maintains Worker's Compensation Coverage.

Dated: October 27, 2022

Independent Contractor Authorized Agent:

Name: Seth D. Hennard, CPA

Title: Partner

REQUIRED FORMS

Town of Canandaigua

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

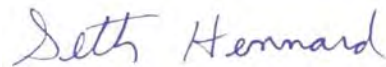
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, Consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- 3) No attempt has been made or will be made by the bidder to induce any other Person, partnership or corporation to submit or not to submit a bid for the Purpose of restricting competition.

BIDDER NAME: Lumsden & McCormick, LLP
STREET ADDRESS: 369 Franklin St.
CITY, STATE, ZIP: Buffalo, NY 14202
PHONE AND EMAIL: 716-856-3300, shennard@LumsdenCPA.com
REPRESENTATIVE'S NAME: Seth D. Hennard, CPA
REPRESENTATIVE'S TITLE: Partner

SIGNATURE:



DATE: October 27, 2022

October 17, 2022

Ms. Jean Chrisman
Town Clerk
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, New York 14424

Dear Ms. Chrisman:

Enclosed is our proposal to provide audit and related services to the Town of Canandaigua for the year ending December 31, 2022.

Please call me if you have any questions with regard to this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC

A handwritten signature in black ink, appearing to read 'D. E. Zimmerman', written over a light blue horizontal line.

Douglas E. Zimmerman, CPA
Partner

DEZ:kms

Enclosures

TOWN OF CANANDAIGUA
Proposal to Provide
Audit and Related Services
Year ending December 31, 2022

EFPR GROUP, CPAs, PLLC
Douglas E. Zimmerman, CPA
Partner
dzimmerman@efprgroup.com

October 17, 2022

October 17, 2022

Ms. Jean Chrisman
Town Clerk
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, New York 14424

Dear Ms. Chrisman:

We are pleased to submit our proposal to provide audit and related services to the Town of Canandaigua for the year ending December 31, 2022. We believe the EFPR Group, CPAs, PLLC is highly qualified to provide audit and related services to the Town based on:

- Our experience with regard to providing audit and related services for over 175 governmental organizations annually. Our Government Audit Practice Group provides timely services to governmental organizations located throughout New York State.
- Our experience providing audit and related services to municipalities, including the following:
 - County of Allegany
 - County of Chemung
 - County of Delaware
 - County of Lewis
 - County of Orleans
 - County of Saratoga
 - County of Washington
 - City of Beacon
 - City of Destin
 - City of Fulton
 - City of Lackawanna
 - City of Niagara Falls
 - City of Port Richey
 - Town of Beekman
 - Town of Cortlandt
 - Town of Elmira
 - Town of Erwin
 - Town of Fishkill
 - Town of Gates
 - Town of German Flatts
 - Town of Grand Island
 - Town of Ithaca
 - Town of LeRoy
 - Town of Lumberland
 - Town of Mamaroneck
 - Town of Mexico
 - Town of Plattsburgh
 - Town of Southeast
 - Town of Spencer
 - Town of Ulster
 - Town of Union
 - Village of Cayuga Heights
 - Village of Cold Spring
 - Village of Delhi
 - Village of Heuvelton
 - Village of Lewiston
 - Village of Montebello
 - Village of Newark
 - Village of Youngstown
 - Borough of Sayre
 - Borough of South Waverly

- Our experience providing audit and agreed-upon procedure services to municipal Justice Courts, Receiver of Taxes and Town Clerks, including the following:
 - Town of Cortlandt Justice Court
 - Town of Vestal Justice Court
 - Town of Erwin Justice Court
 - Town of Ithaca Justice Court
 - Town of Beekman Justice Court
 - Town of Fishkill Justice Court
 - Town of Gates Court Clerk
 - Town of Plattsburgh Town Clerk
 - Town of Spencer Justice Court
 - Town of Southeast Justice Court
 - Town of Ulster Justice Court
 - Town of Plattsburgh Justice Court
 - Town of Mamaroneck Justice Court
 - Town of Beekman Receiver of Taxes
 - Town of Grand Island Justice Court
 - Town of Plattsburgh Receiver of Taxes
 - Town of Southeast Receiver of Taxes
 - Village of Cayuga Heights Justice Court
- Our substantial experience with regard to providing audit and related services for organizations which require audits performed in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. We provide annual audit services for over 150 single audit compliant organizations.
- Our substantial experience with regard to providing audit and related services for organizations required to have audits which are performed in accordance with Government Auditing Standards, issued by the Comptroller General of the United States. We audit over 350 organizations annually in accordance with Government Auditing Standards.
- Our experience with various State agencies, including the following:
 - New York State Affordable Housing Corporation
 - New York State Assembly
 - New York State Bridge Authority
 - New York State Department of Agriculture and Markets / State Fair
 - New York State Department of Transportation
 - New York State Division of the Budget
 - New York State Executive Chamber
 - New York State Homeless Housing Assistance Corporation
 - New York State Office for People With Developmental Disabilities
 - New York State Office of Alcoholism and Substance Abuse Services
 - New York State Office of Children and Family Services
 - New York State Office of General Services
 - New York State Office of the State Comptroller
 - New York State Office of Temporary Disability Assistance
 - New York State Senate
 - New York State Thoroughbred Breeding and Development Fund
 - New York State Unified Court System
 - New York State Urban Development Corporation
- Our ability to provide quality services on a timely basis for reasonable fees.

Ms. Jean Chrisman
October 17, 2022

Our depth of experience working with many governmental entities throughout New York State should provide peace of mind that the Town would be served by a highly competent team of professionals committed to assist in whatever capacity you require. We understand that for our services to be valuable to the Town, we need to provide more than just financial reporting. At the EFPR Group, CPAs, PLLC, we take a proactive approach to our client relationships in order to ensure we are anticipating our client's needs before they call on us for assistance. We are available throughout the year to answer questions and address concerns that may arise.

We would consider it a distinct privilege to provide professional services as outlined in this proposal or any additional services you desire. Simply put, we want to be your auditors and business consultants. Please contact us if there are any questions regarding this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC

A handwritten signature in black ink, appearing to read 'D. Zimmerman', written over a light gray rectangular background.

Douglas E. Zimmerman, CPA
Partner

FIRM PHILOSOPHY

The EFPR Group, CPAs, PLLC was founded on the principle of providing our clients with the same high quality level of service expected from a national firm yet with the dedicated involvement that can only be developed by personal attention. The primary mission of our Firm has always been helping our clients succeed. We are committed to delivering services targeted to each client's critical needs and industry niche.

KEY CONSIDERATIONS REGARDING THE EFPR GROUP

Our Firm has achieved its present position in the accounting profession by providing quality services on a timely basis, for reasonable fees. Accounting firms should be evaluated in light of several important conditions:

- The firm's qualifications, experience and its ability to provide auditing, accounting and consulting services for a reasonable fee.
- The firm's ability to assemble and commit a team of professionals experienced in providing audit, accounting and consulting services for governmental organizations, specifically New York State municipalities.
- The firm's involvement of client personnel and active participation and coordination on a year-round basis.
- The firm's commitment to provide services which will contribute to the success of our clients.

In the following paragraphs, we shall demonstrate that the EFPR Group, CPAs, PLLC is the accounting firm best qualified to serve the Town of Canandaigua.

FRESH PERSPECTIVE

Changing auditors does not have to be difficult. The professionals at the EFPR Group, CPAs, PLLC are excited about providing the Town with a fresh perspective on internal controls, compliance risks, and other operational matters. As noted throughout our proposal, our objective is to provide value beyond our financial and compliance audits.

FIRM QUALIFICATIONS AND EXPERIENCE

The EFPR Group, CPAs, PLLC provides audit, accounting and consulting services to over 175 governmental organizations on an annual basis. We also serve more than 350 organizations which require an audit performed in accordance with Government Auditing Standards and over 150 clients that require audits performed in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards. Our Firm employs 200 professionals with 41 partners and directors. The Firm's Government Audit Practice Group consists of 40 highly trained professionals who provide audit and related services to governmental organizations on a year round basis.

Our Firm has offices located in Williamsville, Rochester, and Corning, New York. The fieldwork associated with the engagement will be performed at the Town's office located in Canandaigua, New York by the professionals from the Firm's Government Audit Practice Group. Please see Appendix A for detailed resumes of the Firm's key Government Audit Practice Group members and Appendix B for a partial listing of governmental organizations which are our clients.

Our Firm has substantial experience performing audits in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. We provide annual audit services for over 150 single audit compliant organizations, including having performed the Single Audit of the State of New York.

Our Firm has substantial experience providing audit, accounting and consulting services to various governmental organizations. We are very familiar with generally accepted Government Auditing Standards (GAGAS), issued by the Comptroller General of the United States. We perform approximately 350 GAGAS audits annually. Our team of professionals from our Government Audit Practice Group is well versed and keeps up-to-date on all standards affecting the government environment.

New York State Counties and Other Municipalities - Our Firm currently provides annual financial statement and single audit services to seven New York State counties and numerous other municipalities throughout New York State on an annual basis. Our audits of these counties are performed in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. As part of these engagements, we issue a report on compliance and internal control over financial reporting. We currently provide financial statement audit, single audit and related services to the following New York State counties:

- County of Allegany
- County of Chemung
- County of Delaware
- County of Lewis
- County of Orleans
- County of Saratoga
- County of Washington

Our Firm also provides financial statement audit and related services to the following municipalities:

- City of Beacon
- City of Destin
- City of Fulton
- City of Lackawanna
- City of Niagara Falls
- City of Port Richey
- Town of Beekman
- Town of Cortlandt
- Town of Elmira
- Town of Erwin
- Town of Fishkill
- Town of Gates
- Town of German Flatts
- Town of Grand Island
- Town of Ithaca
- Town of LeRoy
- Town of Lumberland
- Town of Mamaroneck
- Town of Mexico
- Town of Plattsburgh
- Town of Southeast
- Town of Spencer
- Town of Ulster
- Town of Union
- Village of Cayuga Heights
- Village of Cold Spring
- Village of Delhi
- Village of Heuvelton
- Village of Lewiston
- Village of Montebello
- Village of Newark
- Village of Youngstown
- Borough of Sayre
- Borough of South Waverly

Municipal Justice Courts, Receiver of Taxes and Town Clerks - Our Firm provides audit and agreed-upon procedure services to the following municipal Justice Courts, Receiver of Taxes and Town Clerks:

- Town of Cortlandt Justice Court
- Town of Vestal Justice Court
- Town of Erwin Justice Court
- Town of Ithaca Justice Court
- Town of Beekman Justice Court
- Town of Southeast Justice Court
- Town of Ulster Justice Court
- Town of Plattsburgh Justice Court
- Town of Mamaroneck Justice Court
- Town of Beekman Receiver of Taxes

- Town of Fishkill Justice Court
- Town of Gates Court Clerk
- Town of Plattsburgh Town Clerk
- Town of Spencer Justice Court
- Town of Grand Island Justice Court
- Town of Plattsburgh Receiver of Taxes
- Town of Southeast Receiver of Taxes
- Village of Cayuga Heights Justice Court

New York State Office of the State Comptroller - We recently performed the audit of the system of internal controls of the New York State Office of the State Comptroller. Our examination was conducted in accordance with Government Auditing Standards, issued by the Comptroller General of the United States and the standards established by the American Institute of Certified Public Accountants and, accordingly, included obtaining an understanding of internal controls, testing and evaluating the design and operating effectiveness of the internal controls, and performing such other procedures as we considered necessary under the circumstances. The Office of the State Comptroller is responsible for paying New York State's bills and payrolls, verifying all financial transactions of the State, reviewing the financial and management practices of State agencies, supervising the fiscal affairs of local governments, investing State funds and issuing bonds and notes and administering the retirement program for the State and most local government employees.

In addition to our audit of the system of internal controls of the New York State Office of the State Comptroller, our Firm performs audits in accordance with the "New York State Governmental Accountability Audit and Internal Control Act" of the following New York State Agencies and Departments:

- New York State Executive Chamber
- New York State Division of the Budget
- New York State Unified Court System
- New York State Assembly
- New York State Senate

New York State Urban Development Corporation d/b/a Empire State Development - We perform the annual audit of the general purpose financial statements of the Corporation (a component unit of the State of New York) in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Corporation's goal is to create and retain jobs and to reinvigorate economically distressed areas of the State. The Corporation administers various economic development programs which provides tax incentives designed to attract new businesses to New York State and to enable existing businesses to expand and create more jobs. The Corporation has over 150 subsidiaries which are consolidated for financial reporting purposes. Our firm provides audit and related services to various subsidiaries of Empire State Development. Empire State Development has annual revenues in excess of \$2.3 billion and assets of more than \$26 billion.

Town of Ithaca - We perform the annual financial statement audit of the Town in accordance with auditing standards generally accepted in the United States of America and the provisions of Government Auditing Standards, issued by the Comptroller General of the United States. As part of this engagement we also perform an agreed-upon procedures engagement for the Town Justice Court.

Town of Mamaroneck - We perform the annual audit of the financial statements of the Town in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. As part of this engagement we also audit the statement of cash receipts, cash disbursements and cash balances of the Town Justice Court.

Town of Beekman - We perform the annual audit of the financial statements of the Town in accordance with auditing standards generally accepted in the United States of America and the provisions of Government Auditing Standards, issued by the Comptroller General of the United States. As part of this engagement we also audit the statement of cash receipts, cash disbursements and cash balances of the Town Justice Court and Receiver of Taxes.

Additional Services Provided to Governmental Clients

The Governmental Accounting Standards Board (GASB) issues several new accounting standards every year. We work closely with our clients to maximize efficiency during the implementation of the standards. This includes alerting our clients to all upcoming standards and stressing which ones are expected to have a material impact on them, discussion on what each client will need to compile, and the accounting for the new GASB standard. We also send members of our government team to Government Finance Officers Association meetings including the New York State annual conference to ensure that we are up to date on everything that effects the municipal industry. Industry changes noted at these meetings are communicated with our clients so that they are up to date even if the clients are not able to attend.

Our Firm has assisted our governmental clients in obtaining a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA). We are committed to providing the highest quality services and assisting governmental entities in meeting regulatory deadlines.

We have provided consulting services to our clients with regard to implementation of Governmental Accounting Standards Board (GASB) Statement No. 33 - "Accounting and Financial Reporting for Nonexchange Transactions," and GASB Statement No. 34 - "Basic Financial Statements and Management's Discussion and Analysis." We have worked extensively with our government clients in ensuring that they have complied with the reporting requirements of GASB Statement No. 34. Consulting services offered to our clients with regard to implementation of GASB Standards include, but are not limited to, the following:

- Implementation of infrastructure reporting
- Implementation of fixed asset policies and procedures
- Reporting of infrastructure costs and assistance and guidance in preparing the Management Discussion and Analysis (MD&A)

Additionally, we keep our clients abreast of changes in the governmental accounting environment. We have assisted our clients with the implementation of the requirements of GASB Statements No. 75 - "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions." The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB).

We also assisted our clients with the implementation of the requirements of GASB Statement No. 84 - "Fiduciary Activities." This statement establishes criteria for identifying fiduciary activities of all governmental entities that generally focuses on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries of the fiduciary relationship. Activities meeting the criteria should be reported in a fiduciary fund in the basic financial statements, and should present a statement of fiduciary net position and a statement of changes in fiduciary net position.

We have also recently been assisting our clients with the implementation of the requirements of GASB Statement No. 87 - "Leases." This statement establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. This statement requires recognition of certain lease assets and liabilities that previously were classified as operating leases and recognizes inflows and outflows of resources based on the payment provisions of the contract.

Quality Assurance

Peer Review

The EFPR Group, CPAs, PLLC retains an independent accounting firm to conduct a review of its system of quality control every three years in accordance with the rigorous standards of the American Institute of Certified Public Accountants. In June 2020, our Firm successfully completed the most recent peer review of its accounting and auditing practice. The review determined that the Firm complies with the stringent quality control standards set by the American Institute of Certified Public Accountants. Our Firm has received the highest rating possible (pass) with no letter of comments being required in each of its last ten peer reviews. According to the peer review team, less than one percent of the firms in the nation achieve this level of excellence. We believe that this attests to our commitment to quality. Peer reviews, which are performed every three years, are required of all CPA firms and are conducted in accordance with rules issued by the American Institute of Certified Public Accountants. (See Appendix C for a copy of the report issued in connection with our most recent peer review.)

Quality Control Review

EFPR Group, CPAs, PLLC maintains an internal Quality Control System, which is reviewed during our Peer Review every three years, that forbids all employees from disclosing to anyone outside of our firm any confidential client information obtained in the course of any engagement unless the disclosure is authorized by the client.

In addition, our Firm's Quality control Document states the following:

"Any transaction, event, circumstance, or action that would impair independence or violate the firm's relevant ethical requirements policy on an audit, attestation, review, compilation engagement, or other services subject to the standards of the AICPA Auditing Standards Board or the AICPA Accounting and Review Services Committee (as required under Rules 201 and 202) is prohibited."

Engagement Quality Control Review

It is the Firm's policy to evaluate all engagements against criteria established by the Firm to determine whether an engagement quality control review should be performed, and to perform an engagement quality control review for all engagements that meet these criteria. Engagement quality control reviews are completed before the report is released.

CPAmerica, Inc.

EFPR Group, CPAs, PLLC is an independently owned and operated member firm is CPAmerica, Inc., one of the largest associations of CPA firms in the United States. Through our affiliation, we have instant access to the expertise and resources of more than 4,000 professionals and more than 700 partners. CPAmerica is a member of Crowe Global, providing our firm access to the eighth largest accounting network in the world, with over 200 independent accounting and advisory firms in 130 countries. By supplementing our services, CPAmerica allows us to:

- Enhance our client services and broaden our capabilities overall
- Expand our domestic and international coverage
- Gain greater technical knowledge in specialty areas
- Utilize professionals with experience in a wide range of industries
- Access the most up-to-date technical information
- Participate in the latest training programs
- Utilize state of-the-art, customized computer systems
- Provide our clients with key contacts and sophisticated professionals throughout the U.S.

CPAmerica brings us the necessary tools to help us better serve our clients with greater flexibility, efficiency and cost effectiveness.

Government Audit Quality Center

We are also a member of the American Institute of Certified Public Accountants Government Audit Quality Center (GAQC). The GAQC promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. As members, we have access to the latest developments in accounting, auditing, and the various rules and regulations that affect governmental audits. We also receive periodic updates on current issues through news alerts and Webcasts. We are proud of the quality of our work and in order to ensure that this high level of quality is maintained, we have established a comprehensive quality assurance program. The program starts with hiring the best people available and continues with extensive continuing education, an annual minimum of 40 hours per staff member. Our involvement in the GAQC is optional, but indicates a level of commitment above non-member Certified Public Accounting firms. Our participation requires that our firm and personnel attain additional continuing professional education on an annual basis.

STAFF QUALIFICATIONS AND EXPERIENCE

Achieving our present position in the profession has come as a result of being responsive to the needs of our clients. A combination of a coordinated team approach and up-to-date knowledge allows for the most efficient approach to providing comprehensive professional services. Accordingly, we will assemble an engagement team that will include audit personnel with extensive government audit experience. The key individuals available to be assigned to this engagement and their roles are as follows:

Douglas E. Zimmerman, CPA will serve as the engagement review partner. Doug will provide a secondary review of all deliverables and critical engagement decisions and will be available throughout the term of the engagement to consult and review on any auditing or accounting questions that may arise. He has over 35 years of public accounting experience and currently functions as a partner in the Firm. He has extensive experience in providing audit, accounting and consulting services for numerous education related and governmental organizations, including New York State Urban Development Corporation, City of Niagara Falls, and Town of Mamaroneck. Doug is licensed in New York, Florida and Massachusetts as a Certified Public Accountant.

Brent M. Jensen, CPA will serve as the engagement partner in charge of our relationship with the Town of Canandaigua. Brent will oversee all services provided and ensure that they are delivered in a timely and efficient manner. He will be responsible for all matters concerning accounting policy, participate in the planning phases of our engagement, review all working papers and reports prepared, and attend meetings with management and the Board. He has over 15 years of public accounting experience. He currently functions as a partner in the Firm and has extensive experience in providing audit, accounting and consulting services for numerous education related and governmental organizations, including Town of Cortlandt, City of Fulton, and Village of Newark. Brent is licensed in New York and Florida as a Certified Public Accountant.

Brian D. Sawma will serve as an engagement manager. He has over eight years of public accounting experience. He currently functions as a manager in the Firm and has extensive experience in providing audit, accounting and consulting services for numerous education related and governmental organizations, including Village of Youngstown, Town of Fishkill and County of Washington.

Jason Cukierski will be a senior accountant assigned to this engagement. Jason has over two years of public accounting experience. He currently functions as a senior accountant in the Firm and has extensive experience in providing audit, accounting and consulting services for numerous education related and governmental organizations, including Town of Plattsburgh, Town of Ithaca and County of Lewis.

Staff Accountant: Your account will also be assigned an additional staff accountant from the Firm's Government Audit Practice Group who will work as part of the engagement team in performing your audit.

Continuing Professional Education

With regard to continuing professional education (CPE), each of our staff members is required to complete an annual minimum of 40 hours of CPE programs approved by the American Institute of Certified Public Accountants. Additionally, since we perform audits in accordance with generally accepted Government Auditing Standards (GAGAS) (over 350 each year), our staff members must complete at least 24 of the 80 hours (over a two-year period) of CPE in subjects directly related to the government environment and government auditing. Due to the substantial volume of governmental audits performed, our Firm continually monitors staff CPE compliance with the GAGAS requirements. All of the individuals listed above are in compliance with the CPE requirements.

REFERENCES

Our Firm provides various audit services to numerous governmental organizations. Please see Appendix B for a partial listing of governmental organizations which are our clients. The following individuals may be contacted to provide references with regard to the quality of our Firm's work:

Town of Cortlandt

Scope of work: Audit of financial statements, audit of Town Justice Court, and assist in the preparation of the ACFR and submittal for GFOA certificate.
Date: 2016 and ongoing
Contact: Ms. Patricia Robcke
Comptroller
1 Heady Street
Cortlandt Manor, New York 10567
(914) 734-1070
patty@townofcortlandt.com

Town of Mamaroneck

Scope of work: Audit of financial statements, including compliance with Government Auditing Standards and single audit, and audit of Town Justice Court.
Date: 2021 and ongoing
Contact: Ms. Tracy Yogman, CPA
Town Comptroller & Receiver of Taxes
740 West Boston Post Road
Mamaroneck, New York 10543
(914) 381-7851
tyogman@townofmamaroneckny.org

Town of Beekman

Scope of work: Audit of financial statements, including compliance with Government Auditing Standards and audit of Town Justice Court.

Date: 2017 and ongoing

Contact: Ms. Mary Covucci
Supervisor
4 Main Street
Poughquag, New York 12570
(845) 724-5300 ext 225
supervisor@townofbeekmanny.us

Town of Ulster

Scope of work: Audit of financial statements, including compliance with Government Auditing Standards and audit of Town Justice Court.

Date: 2009 and ongoing

Contact: Mr. James E. Quigley, 3rd
Supervisor
1 Town Hall Drive
Lake Katrine, New York 12449
(845) 382-2765
ulstersupervisor@townofulster.org

SPECIFIC AUDIT APPROACH

Our audits are made in accordance with auditing standards generally accepted in the United States of America and, accordingly, include such tests of the accounting records and other auditing procedures as we consider necessary and appropriate in order to express an opinion on the financial statements.

Although audits conducted by different firms should all comply with certain professional requirements and thus might appear identical in nature, you should distinguish individual firms by at least two key factors:

1. The extent to which the firm understands or expands its understanding of your Town in advance of the audit and tailors its auditing procedures to the conditions and needs of the Town.
2. The pertinent skills and processes the auditor can bring to bear upon the engagement to ensure an effective and efficient audit.

Transition from Current Auditor

Changing auditors for the Town should not be a difficult task. Fortunately, your proposed engagement team has had many opportunities over the years to step in as the new auditor. This experience helps ensure that the transition goes as smoothly as possible. From communicating with the predecessor auditor, reviewing their work papers, documenting and understanding your business processes, we will focus on minimizing the challenges that sometimes come with an auditor change. We will obtain as much information as possible from your predecessor auditor and then assemble a list of any items needed from the Town's management, along with mutually agreed-upon response dates. Our objective as your professional service provider will be to front load as much work as possible, including our transition as your external auditor. Because of your engagement team's experience with New York State municipalities, our engagement team will hit the ground running, resulting in minimal disruption to your day-to-day operations.

Financial Statement Audit

Audit examinations performed by our Firm are conducted from a risk-based approach. This approach yields two major benefits:

- Maximization of understanding of the Town's operating environment, and
- Minimization of audit time by starting with broad considerations and narrowing to specific audit objectives in critical areas.

The audit of the financial statements of the Town of Canandaigua will consist of the following four phases:

- Planning
- Systems evaluation
- Testing
- Reporting
- Planning is the first step in the audit engagement and provides the foundation for the direction of the audit. This phase of the audit involves meeting with the Audit Committee and management of the Town to clearly identify the lines of communication, perform the risk analysis, discuss the audit scope and concerns and set expectations. While facilitating an understanding between our firm and the Town, we highlight areas, which will receive emphasis during our audit. This type of analytical review process permits identification of critical areas. As a result, appropriate audit procedures are focused therein.
- Systems Evaluation consists of the following steps:
 - A review of internal control systems of the Town;
 - A review of the information technology systems utilized by the Town to prepare its accounting records and monitor compliance with regulatory requirements;
 - An identification of control strengths and weaknesses in management and accounting controls; and
 - The development of a tailored audit program to be responsive to the Town's concerns and reflective of the internal control system.
- Testing is the largest part of the audit process and includes both compliance test of internal controls and regulatory requirements and substantive test of the Town's financial data.

The EFPR Group, CPAs, PLLC uses sampling in selecting items for examination by compliance and/or substantive tests where it is determined to be cost beneficial to sample the population. Our Firm has an Audit and Accounting Manual which contains procedures for the control and evaluation of sampling risk, selection of samples, and evaluation of sample results.

Audit sampling will normally be used to perform the following tests:

- Substantive tests as part of the audit of the Town's basic financial statements;
- Compliance tests to provide reasonable assurance that internal control (accounting and administrative) procedures used in administering federal and state financial assistance programs are being applied as prescribed; and
- Substantive tests of compliance with laws and regulations as part of the audit of the basic financial statements and for the purpose of reporting on compliance with laws and regulations.

- Reporting is completed at the conclusion of the audit process. This phase will include the preparation of the draft financial statements and management letter. Management of the Town will be provided drafts of all reports. These drafts will be reviewed in detail and any questions or concerns of management will be appropriately addressed. Reports will only be finalized after approval of management and the Audit Committee of the Town.

Our management letter will discuss internal control recommendations and suggestions for procedural improvements we identified as part of the audit. The letter will also include observations about accounting methods and procedures, business and industry practices or issues, operational ideas, and suggestions to further enhance the Town's operations. We will advise you of any new accounting pronouncements that have been or may be issued and indicate their potential impact.

As part of our risk assessment procedures of the Town, we review and document the five components of internal control. A description of the components of internal control is as follows:

- Control environment sets the tone of an organization influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.
- Risk assessment is the Town's identification and analysis of relevant risks to the achievement of its objectives. This forms a basis for determining how the risks should be managed.
- Control activities are the policies and procedures that help to ensure that management's directives are carried out.
- Information and communication are the means to identify, capture, and exchange information in a form and time frame that enable people to carry out their responsibilities.
- Monitoring is the process that assesses the quality of internal control performance over time.

Remote Auditing

At EFPR Group, our audit teams have become very proficient at auditing remotely and working with clients to ensure that the most efficient audit process is being achieved. Information is shared through our secure client portal and discussions are carried on through virtual platforms such as Microsoft Teams, WebEx or Zoom. Should our audit team be allowed to be on site, each team member is provided with personal protective equipment and will work within the parameters of the Town's COVID protocols.

We are able to perform the audit remotely, on-site at the Town's offices, or under a hybrid approach. We work with each of our clients individual circumstances to determine which approach is best given their own health and safety protocols.

Reporting to the Town Board

As required by professional standards, we will ensure that the Town Board will be informed of the following:

- The Auditors' Responsibility under auditing standards generally accepted in the United States of America.
- The Auditors' responsibility under Government Auditing Standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Any other matter which may be important to the fair presentation of the Town's financial statements

VALUE ADDED SERVICES

Management Consulting Services

Understanding our client's operations and being involved throughout the year provides us with a unique opportunity to make recommendations and provide consulting services relating to operations which contributes to the success of your organization. The types of consulting services provided include, but are not limited to, the following areas:

- Assist the Town in the implementation of new pronouncements issued by the Government Accounting Standards Board.
- Review of leases and other legal agreements and interpretations of such provisions of leases and agreements.
- Ability to provide better internal control recommendations as a result of our extensive internal control audit experience with regard to governmental organizations.
- Budget reviews.
- Exempt bond financing assistance.
- Risk assessment and analysis.
- Computer needs assessments, conversion phase and implementation.
- Internal financial reporting systems.
- Assessment of Employee Benefits alternatives.
- Cash management analysis and budgeting.
- Assistance in implementing a business plan and long-range planning.
- Tax planning, consulting and preparation.
- Acquisition or valuation studies.

American Rescue Plan Act (ARPA)

The EFPR Group has conducted webinars and in-person meetings with groups of Counties, Cities, Towns and Villages throughout New York State in order to prepare them for the upcoming requirements created by the ARPA and the administrative burden that comes with it.

One of the allowable uses of the ARPA funding is calculating revenue lost due to the pandemic. We have been engaged by several municipalities, including up to the County level, to calculate the lost revenue on their behalf.

We also offer general consulting work in regards to the ARPA funding. This general consulting includes, but is not limited to, preparing and reviewing reporting requirements to the U.S. Department of the Treasury, assistance with accounting for the funds in accordance to the Office of the New York State Comptroller's requirements, guidance as to which activities and costs are allowable and ineligible under the federal guidance and assisting with or performing sub-recipient monitoring where required.

Fraud Detection and Prevention

Stonebridge Business Partners (SBP), an EFPR Group Company, provides a full suite of business valuation, forensic accounting and litigation services to an array of business clients across the United States. In addition, they now provide a state-of-the-art confidential, nationwide ethics hotline and on-line portal. Powered by Red Flag Reporting, the SBP ethics hotline and on-line portal system is recognized as the number one method of identifying and reporting unethical or unsafe conditions so you can prevent any threat to your organization's long-term sustainability. The Association of Certified Fraud Examiners recognizes this service as the most effective method of fraud detection and prevention saving clients thousands of dollars in losses and litigation exposure.

The Stonebridge system provides:

- 24-hour-a-day access for employees, strategic partners and suppliers
- An easy to use and completely confidential telephone and on-line reporting system
- The ability to make reports in English and Spanish
- Certified Fraud Examiners to review each report
- Posters and wallet cards to create employee awareness and facilitate quick response
- Quarterly emails to employees and newsletters to management
- A live fraud awareness seminar and pre-recorded issue awareness webinars
- Detained reports to pre-designated members of your organization
- "Reduced Risk" and increased "Peace of Mind"

SCOPE OF SERVICES

The following is an outline of the services to be provided to the Town of Canandaigua for the year ending December 31, 2022:

- Audit the basic financial statements in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and if required, the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The primary purpose of this audit is the expression of an opinion as to the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- If required, audit the major federal programs, including the Schedule of Expenditures of Federal Awards, in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- Issue a report on internal control over financial reporting and a report on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- Prepare a letter to management detailing comments and suggestions for improvements in internal controls, general management techniques or changes in accounting principles that come to our attention during the audit. We will review and explain all observations and recommendations so that appropriate changes may be implemented.

- Audit the statement of cash receipts, cash disbursements and cash balances of the two Justice Courts in accordance with auditing standards generally accepted in the United States of America. The primary purpose of this audit is the expression of an opinion as to the fair presentation of the financial statements in conformity with the modified cash basis of accounting.
- Audit the statement of cash receipts, cash disbursements and cash balances of the Town Clerk in accordance with auditing standards generally accepted in the United States of America. The primary purpose of this audit is the expression of an opinion as to the fair presentation of the financial statements in conformity with the modified cash basis of accounting.
- If required, prepare U.S. Form SF-SAC - "Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations."
- Attend an entrance conference and exit conference with key personnel and make progress reports.
- Attend a meeting with the Town Board at a regularly scheduled meeting to review the results of our audit of the financial statements and trends that could impact the Town.
- Maintain contact throughout the year to discuss: (a) changes in accounting which could affect the Town and (b) the progress toward fulfilling current needs and future objectives.

TIMING AND COST

Upon receiving notice of appointment as auditors, we will meet with you and establish a definite time program for the performance of services. The time program will be established to ensure that work is efficient and structured to avoid disrupting the day-to-day routine duties of your staff. The following is an estimated timetable related to performance of our services:

<u>Task</u>	<u>Deadline</u>
Complete preliminary audit work	By December 31 st
Commencement of final testwork	By April 1 st
Complete final testwork	By May 1 st
Issue draft report	By May 15 th
Issue final report	Upon approval

Our fee quote is based upon the estimated time we will spend on the engagement and the qualifications of personnel that will be assigned. On the basis of our extensive experience with municipalities and other governmental organizations similar to yours, we have determined the fees that we will charge for the aforementioned services for the year ending December 31, 2022 to be as follows:

Financial statement audit	\$ <u>25,000</u>
2 Justice court audits	\$ <u>2,500</u>
Town clerk audit	\$ <u>2,200</u>
Single audit, if required	\$ <u>4,500</u>

These are the ALL-INCLUSIVE FEES to be charged to the Town and include all costs, including report reproduction and similar expense (travel, phone, clerical, postage, etc.).

We consider ourselves not only auditors but also advisors to our clients. Accordingly, we encourage our clients to contact us throughout the year to discuss any technical matters or other issues that arise. We consider this service an integral part of our overall client relationship and accordingly, do not bill separately for any of these questions.

In the event additional services, outside of the scope of services detailed in our proposal, are requested by the Town of Canandaigua, the discounted hourly rates to be billed for these services will be as follows:

Partner	\$ 260
Manager	145
Senior accountant	110
Staff accountant	<u>95</u>

Any such additional work shall be performed ONLY if set forth in an addendum to the contract between the Town of Canandaigua and the EFPR Group, CPAs, PLLC.

OTHER SIGNIFICANT INFORMATION

- Technology - All of our field staff are equipped with laptop computers and have access to various software packages and databases (e.g. data extraction software, flowchart software, Microsoft Office, etc.) and other electronic means to ensure that the audit is performed in the most efficient manner.
- Continuing Education - With regard to continuing professional education, each of our staff members is required to complete an annual minimum of 40 hours of continuing education programs approved by the American Institute of Certified Public Accountants. Additionally, since we perform audits in accordance with Government Auditing Standards (over 350 each year), our staff members must complete at least 24 of the 80 hours (over a two-year period) of continuing education in subjects directly related to the government environment and government auditing.
- Affirmative Action - The EFPR Group, CPAs, PLLC is an equal opportunity employer and as such possesses a firm commitment to affirmative action and to hiring only the best-qualified candidates regardless of gender or ethnic origin. Our Firm does not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

* * * * *


We would consider it a distinct privilege to provide professional services as outlined in this letter or any additional services you may desire. Please contact us if you have any questions regarding this letter.

A copy of this letter is enclosed; if the terms of this proposal are satisfactory to you please sign the copy and return it to me at your convenience.

ACCEPTED:

EFPR GROUP, CPAs, PLLC

TOWN OF CANANDAIGUA

By:  By: _____
Douglas E. Zimmerman, CPA
Partner

Date: October 17, 2022

Date: _____

Appendix A

Detailed Resumes of Key Members of the Firm's Government Audit Practice Group

Douglas E. Zimmerman, CPA
Partner

Doug has over 35 years of public accounting experience. He currently functions as a Partner of the EFPR Group, CPAs, PLLC and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Doug received a Bachelor of Science degree in Accounting from State University of New York College at Geneseo in 1986. He was licensed in New York State as a Certified Public Accountant in 1989, the State of Florida in 2015, and the State of Massachusetts in 2020.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)
New York State Society of Certified Public Accountants (NYSSCPA)



PRACTICE AREAS

Governmental Accounting
Higher Education
Nonprofit

EDUCATION

SUNY Geneseo – B.S., Accounting,
1986

CONTACT

PHONE (716) 204-5704

CELL (716) 445-4018

FAX (716) 634-0764

E-MAIL

dzimmerman@efprgroup.com

Brent M. Jensen, CPA

Partner

Brent has over 15 years of public accounting experience. He currently functions as a Partner of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Brent received a Bachelor of Science degree in Accounting from State University of New York College at Buffalo in 2006. He was licensed in New York State as a Certified Public Accountant in 2013.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)

Government Finance Officers Association (GFOA)



PRACTICE AREAS

Governmental Accounting
Higher Education

EDUCATION

SUNY Buffalo – B.S., Accounting,
2006

CONTACT

PHONE (716) 204-5749

FAX (716) 634-0764

E-MAIL

bjensen@efprgroup.com

John S. Costilow, CPA

Partner

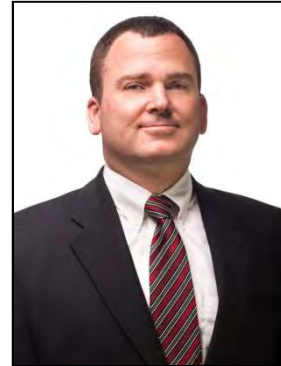
John has over 15 years of public accounting experience. He currently functions as a Partner of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

John received a Bachelor of Science degree in Accounting from State University of New York College at Buffalo in 2006. He was licensed in New York State as a Certified Public Accountant in 2008.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)

New York State Society of Certified Public Accountants (NYSSCPA)



PRACTICE AREAS

Governmental Accounting
Higher Education

EDUCATION

SUNY Buffalo – B.S., Accounting,
2006

CONTACT

PHONE (716) 204-5719

FAX (716) 634-0764

E-MAIL

jcostilow@efprgroup.com

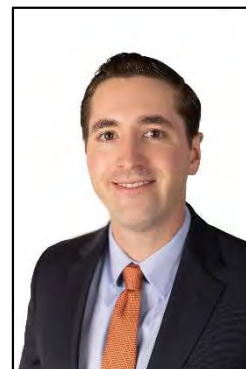
Thomas E. Smith, CPA
Partner

Tom has over 10 years of public accounting experience. He currently functions as a Partner of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Tom received a Bachelor of Science degree in Accounting in 2011 and a Master of Science degree in Accounting in 2012 from State University of New York College at Buffalo. He was licensed in New York State as a Certified Public Accountant in 2015 and in Florida in 2021.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)



PRACTICE AREAS

Governmental Accounting
Higher Education

EDUCATION

SUNY Buffalo – B.S., Accounting,
2011

SUNY Buffalo - M.S., Accounting,
2012

CONTACT

PHONE (716) 204-5774

FAX (716) 634-0764

E-MAIL

tsmith@efprgroup.com

David S. Gabel, CPA
Director

Dave has over 33 years of public accounting experience. He currently functions as a Director of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Dave received a Bachelor of Science degree in Accounting from State University of New York College at Fredonia in 1988. He was licensed in New York State as a Certified Public Accountant in 1990.

Professional Affiliations and Community Affiliations

American Institute of Certified Public Accountants (AICPA)
New York State Society of Certified Public Accountants (NYSSCPA)



PRACTICE AREAS

Government
Higher Education
Nonprofit
Construction and Real Estate

EDUCATION

SUNY Fredonia – B.S., Accounting,
1988

CONTACT

PHONE (716) 204-5706

FAX (716) 634-0764

E-MAIL

dgabel@efprgroup.com

Brian D. Sawma
Manager

Brian has over eight years of public accounting experience. He currently functions as a Manager of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Brian received a Bachelor of Business Administration degree in Accounting in 2013 and a Masters of Business Administration degree in Accounting in 2016 from Niagara University.



PRACTICE AREAS

Governmental Accounting
Higher Education
Nonprofit

EDUCATION

Niagara University – B.B.A.,
Accounting, 2013
Niagara University - M.B.A.,
Accounting, 2016

CONTACT

PHONE (716) 204-5733

FAX (716) 634-0764

E-MAIL

bsawma@efprgroup.com

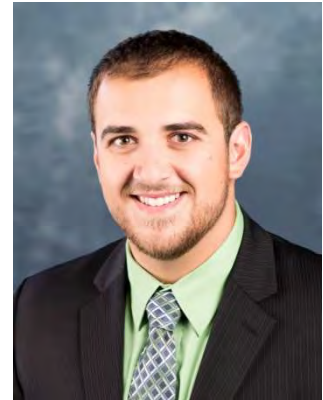
Jeffrey N. Jones, MSA
Manager

Jeff has over seven years of public accounting experience. He currently functions as a Manager of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Jeff received a Bachelor of Science and a Master of Science degree in Accountancy from Daemen College in 2014.

Professional Affiliations and Community Affiliations

Hull House Foundation, *Board Trustee*



PRACTICE AREAS

Governmental Accounting
Nonprofit

EDUCATION

Daemen College – B.S.,
Accountancy
Daemen College - M.S.A.,
Accountancy, 2014

CONTACT

PHONE (716) 204-5775

FAX (716) 634-0764

E-MAIL

jjones@efprgroup.com

Michael Prentice

Supervisor

Mike has over four years of public accounting experience. He currently functions as a Supervisor of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Mike received a Bachelor of Science degree in Accounting and a Bachelor of Science degree in Finance from State University of New York College at Fredonia in 2017.



PRACTICE AREAS

Higher Education
Governmental Accounting

EDUCATION

SUNY Fredonia - B.S., Accounting,
2017
SUNY Fredonia - B.S., Finance,
2017

CONTACT

PHONE (716) 204-5728

FAX (716) 634-0764

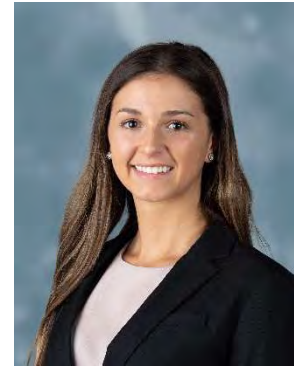
E-MAIL

mprentice@efprgroup.com

Kelly Losito
Senior Accountant

Kelly has over three years of public accounting experience. She currently functions as a Senior Accountant of the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Kelly received a Bachelor of Science degree in Accounting from State University of New York College at Fredonia in 2019.



PRACTICE AREAS

Governmental Accounting
Higher Education
Nonprofit

EDUCATION

SUNY Fredonia – B.S., Accounting,
2019

CONTACT

PHONE (716) 204-5731

FAX (716) 634-0764

E-MAIL

klosito@efprgroup.com

Jason Cukierski
Senior Accountant

Jason has over two years of public accounting experience. He currently functions as a Senior Accountant in the Firm and has responsibility for providing audit, accounting and consulting services for numerous governmental organizations.

Jason received a Bachelor of Science degree in Business Administration with concentrations in Finance and Management Information Systems in 2014 and a Juris Doctor degree with concentrations in Finance and Development and Intellectual Property and Privacy Law in 2017 from University at Buffalo.



PRACTICE AREAS

Governmental Accounting
Higher Education

EDUCATION

University at Buffalo – B.S.,
Business Administration, 2014
University at Buffalo - J.D., 2017

CONTACT

PHONE (716) 204-5769

FAX (716) 634-0764

E-MAIL

jcukierski@efprgroup.com

Appendix B

Partial Government Client List

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

- Amagansett Union Free School District
- * Amsterdam Housing Authority
- * Athens Area School District
- Binghamton-Johnson City Joint Sewage Board
- * BLaST Intermediate Unit 17
- Borough of Sayre
- Borough of South Waverly
- * Brentwood Union Free School District
- Broome County Land Bank Corporation
- * Buffalo Municipal Housing Authority
- * Canton Area School District
- * Canton Housing Authority
- Cayuga County Health Insurance Consortium
- Central Falls School District
- Chelsea Fire District
- Chemung County Property Development Corporation
- Chemung Tobacco Asset Securitization Corporation
- * City of Beacon
- * City of Destin
- City of Lackawanna
- * City of Niagara Falls
- * City of Oneonta Housing Authority
- City of Port Richey
- * City School District of the City of Albany
- * City School District of New Rochelle
- City University of New York (CUNY)
- * Cohoes Housing Authority
- * Cornwall Central School District
- * Cortland Housing Authority
- * County of Allegany
- * County of Chemung
- * County of Delaware
- * County of Lewis
- * County of Orleans
- * County of Saratoga
- * County of Washington
- Deferred Compensation Plan for the Employees of Chemung County
- Deferred Compensation Plan for the Employees of Delaware County

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

Deferred Compensation Plan for the Employees of the Islip Resource Recovery Agency
Deferred Compensation Plan for the Employees of Monroe County Water Authority
Deferred Compensation Plan for the Employees of the Town of Huntington
Deferred Compensation Plan for the Employees of the Town of Ithaca
Deferred Compensation Plan for the Employees of the Town of Union
Dunkirk Local Development Corporation
Dutchess County Department of Public Works
Dutchess County Soil and Water Conservation District
* East Hampton Union Free School District
* East Quogue Union Free School District
* Elmsford Union Free School District
* Empire State Development Corporation
* Enlarged City School District of Troy
Fire District No. 1 - Town of Elmira
Fire District No. 3 of the Town of Plattsburgh
Fishers Island Ferry District
Fishers Island Union Free School District
Fort Montgomery Fire District
* Franklin County Regional Housing and Redevelopment Authority
Genesee Tobacco Asset Securitization Corporation
* Geneva Housing Authority
* Glen Cove Industrial Development Agency
* Glen Cove Community Development Agency
* Gloversville Housing Authority
Greene County Economic Development Corporation
Greenwood Lake Joint Fire District
HealthSource RI Trust
* Harlem Community Development Corporation
Harrietstown Housing Authority
* Hempstead Union Free School District
Henrietta Fire District
* Herkimer Housing Authority
* Hudson River Park Trust
* Ilion Housing Authority
* Ithaca Housing Authority
Lake Champlain-Lake George Regional Planning Board
Land Reutilization Corporation of the Capital Region
LeRoy Fire District

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

- Long Beach Housing Authority
- * Lower Manhattan Development Corporation
- Lucas Metropolitan Housing Authority
- * Merrick Union Free School District
- Monroe County Department of Transportation
- Monroe County Water Authority
- Morrisonville Fire District
- * Nashua Housing and Redevelopment Authority
- Nassau County Deferred Compensation Plan
- New Rochelle Municipal Housing Authority
- New York City Administration for Children's Services
- New York City Department of Corrections
- New York City Department of Social Services
- New York City Department for the Aging
- New York City Department of Citywide Administrative Services
- New York City Department of Health and Mental Hygiene
- New York City Department of Homeless Services
- New York City Department of Probation
- New York City Human Resources Administration
- New York City Tax Lien Trusts (four trusts)
- * New York Convention Center Development Corporation
- New York Convention Center Operating Corporation (Javits Center)
- * New York Empowerment Zone Corporation
- * New York Job Development Authority
- New York State Assembly
- New York State Affordable Housing Corporation
- New York State Bridge Authority
- New York State Dairy Promotion Order
- * New York State Department of Taxation and Finance
- New York State Department of Transportation
- New York State Division of the Budget
- New York State Executive Chamber
- New York State Homeless Housing Assistance Corporation
- New York State Legislative Bill Drafting Commission
- New York State Office for People With Developmental Disabilities
- New York State Office of Alcoholism and Substance Abuse Services
- New York State Office of the State Comptroller
- New York State Office of General Services

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

- New York State Olympic Regional Development Authority
- New York State Senate
- New York State Unified Court System
- * New York State Urban Development Corporation
- * Newark Housing Authority
- N.F.C. Development Corporation
- Niagara Falls Urban Renewal Agency
- Niagara-Orleans Regional Land Improvement Corporation
- * Northeast Bradford School District
- Northern Tier Career Center
- * Ogdensburg Bridge and Port Authority
- Ontario County Industrial Development Agency
- Niagara-Orleans Regional Land Improvement Corporation
- * Northeast Bradford School District
- Northern Tier Career Center
- * Ogdensburg Bridge and Port Authority
- Ontario County Industrial Development Agency
- * Orleans County Industrial Development Agency
- Palisades Interstate Park Commission New Jersey Section and New York Section
- * Pawling Central School District
- Pine Hill Fire District No. 5
- * Port Jefferson Union Free School District
- Poughkeepsie Public Library district
- Quassaick Bridge Fire District
- Remsenburg-Speonk Union Free School District
- * Rhinebeck Central School District
- * Rochester Housing Authority
- * Rome Housing Authority
- * Rockville Centre Union Free School District
- * Roosevelt Island Operating Corporation
- * Roosevelt Union Free School District
- * St. Johnsville Housing Authority
- * Sachem Central School District
- * Sayre Area School District
- Sayre Public Library
- * Scarsdale Union Free School District
- * Schuylerville Central School District
- * Seneca Nation Housing Authority

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

- * Shenendehowa Central School District
 - South Waverly Municipal Authority
 - Southern Cayuga Lake Intermunicipal Water Commission
- * Southern Tioga School District
 - Springs Union Free School District
 - Steuben County Economic Development Corporation
 - Steuben County Industrial Development Agency
- * Suffern Central School District
 - Suffolk County 401(a) Terminal Pay Plan
 - Suffolk County Department of Public Works
- * Syracuse Housing Authority
- * Three Village Central School District
 - Tobacco Settlement Financing Corporation
- * Towanda Area School District
 - Town of Beekman
- * Town of Cortlandt
 - Town of Elmira
 - Town of Erwin
 - Town of Fishkill
 - Town of Gates
- * Town of German Flatts
- * Town of Grand Island
 - Town of Hempstead Sanitary District Number Two
 - Town of Hempstead Sanitary District Number Seven
- * Town of Huntington Housing Authority
 - Town of Ithaca
 - Town of Lumberland
 - Town of Mamaroneck
 - Town of Mexico
 - Town of Plattsburgh
- * Town of Southeast
 - Town of Ulster
 - Town of Union
 - Trust for Cultural Resources of the City of New York
- * Ulster County Community College
 - University at Albany Athletics Department
- * Utica Municipal Housing Authority
 - Valley Joint Sewer Authority

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PARTIAL LISTING OF GOVERNMENTAL
ORGANIZATIONS WHICH ARE OUR CLIENTS

- * Vernon-Verona-Sherrill Central School District
Village of Cold Spring
- * Village of Delhi
Village of Heuvelton
Village of Montebello
Village of South Glens Falls
Washington Tobacco Asset Securitization Corporation
Waterfront Commission of New York Harbor
- * Watertown Housing Authority
Wayne County Civic Facility Development Corporation
Wayne County Industrial Development Agency
West Genesee Central School District
- * Westbury Union Free School District
- * William Floyd Union Free School District
Williamsville Central School District
- * Winooski Housing Authority

* Audit conducted in compliance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Appendix C

Peer Review Letter



Lisa M. Altschaffl, CPA
 Jeffrey P. Anzovino, CPA, MSA
 Cole F. Beehner, CPA
 Charles A. Deluzio, CPA

Joseph E. Petrillo, CPA
 Stacey A. Sanders, CPA, CSEP
 Daniel W. Wilkins, CPA

Report on the Firm's System of Quality Control

June 8, 2020

To the Partners of EFPR Group LLP
 and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of EFPR Group LLP (the firm) in effect for the year ended November 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of EFPR Group LLP, in effect for the year ended November 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. EFPR Group LLP has received a peer review rating of *pass*.

Deluzio & Company LLP

Deluzio & Company LLP



CPAAI
 CPA ASSOCIATES INTERNATIONAL

351 Harvey Avenue, Suite A, Greensburg, PA 15601 // p - 724-838-8322 // f - 724-853-6500
 45 South 23rd Street, Suite 102, Pittsburgh, PA 15203 // p - 412-481-1900 // f - 412-481-1923
www.DeluzioCPA.com

Appendix D

Required Forms

Town of Canandaigua

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

INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions (“Terms and Conditions”) are required to be incorporated into any agreement between the Town of Canandaigua (“Town”) and any Independent Contractor (“IC”) providing services and/or work to the Town (collectively, “Services”). The Terms and Conditions herein shall supersede any other inconsistent terms between the Town and the IC.

1. Payment Terms

- A. Any and all requests for payments for Services shall be submitted to the Town Clerk in writing and shall be certified as true and correct. Payment is subject to approval by the Town at its next regular Town Board meeting and no late charges, penalties, and/or interest may be assessed by the IC against the Town until the Town has approved payment to the IC.
- B. The maximum liability of the Town shall in no case exceed the maximum amount appropriated by the Town for the Services.

2. Ownership of Work Product

All work product, including records in any medium, compiled and/or prepared by the IC in the delivery of Services to the Town (collectively, “Work Product”), shall become and remain the property of the Town. IC shall not, by virtue of the Services to the Town have or obtain any right, title or interest in or to such Work Product, and shall have no right to disclose, use, and/or exploit such Work Product, except that IC may maintain a copy of the Work Product for purposes of maintaining its business records.

3. Assignment and/or Subcontract

IC is prohibited from assigning any and/or all of its rights under any agreement with the Town without the prior express written consent of the Town. IC is prohibited from subcontracting any part of the Services without the prior written consent of the Town. In the event that the Town consents to an assignment and/or subcontract, all Services received by the Town shall be deemed performed by the IC and IC shall remain primarily responsible for the Services provided to the Town.

4. Absence of Conflicts of Interest

IC agrees that I has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the Services provided to the Town.

5. Status as Independent Contractor

IC expressly understands and agrees that it is and shall in all respects be considered an independent contractor, and IC, its employees, partners, associates, subcontractors, sub-consultants, and any others employed by it, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. IC shall comply, at its own expense, with the requirements of all federal, state, and local laws, rules and regulations applicable to it as an employer of labor or otherwise. IC shall further comply with all rules, regulations and licensing requirements pertaining to its professional status, if any, and that of its employees, partners, associates, and subcontractors.

6. Non-Discrimination

IC represents that in the hiring of employees for the Services, neither IC, nor any contractor, subcontractor, nor any person acting on behalf of IC, shall be reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Services. IC further represents that neither IC, nor any contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the Services on account of race, creed, color, sex, age, physical disability or national origin.

7. Indemnification / Hold Harmless

IC agrees to the fullest extent of the law, that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, IC shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by IC or third parties under the direction or control of the IC. IC further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of the IC and to bear all other costs and expenses related thereto.

8. Notices

All notices of any nature shall be in writing and sent by registered or certified mail postage pre-paid to each party as follows:

Town of Canandaigua:

Canandaigua Town Clerk
Canandaigua Town Hall
5440 Routes 5 & 20 West
Canandaigua NY 14424

Independent Contractor:

Douglas E. Zimmerman, CPA
EFPR Group, CPAs, PLLC
6390 Main Street, Suite 200
Williamsville, New York 14221

9. Termination

The Town reserves the absolute right to terminate the Services upon thirty (30) days written notice to the IC.

10. Insurance

The IC shall deliver a certificate of general liability insurance, errors and omissions insurance, or professional liability insurance, as the case may be, ("Liability Insurance"), with a limit amount no less than \$1,000,000.00 per occurrence, and naming the Town as the Certificate Holder. IC agrees to maintain the Liability Insurance in full force and effect until the completion of the Services.

_____ Liability Insurance requirement waived (Consent from the Town's insurance carrier must be obtained prior to granting a waiver absent an emergency).

_____ Modification of limit amount to \$_____ (Consent from the Town's insurance carrier must be obtained prior to a modification absent an emergency).

IC shall also deliver to the Town proof that IC maintains Worker's Compensation Coverage.

Dated: October 17, 2022

Independent Contractor Authorized Agent:

Name: Douglas E. Zimmerman, CPA

Title: Partner

Town of Canandaigua

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

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, Consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- 3) No attempt has been made or will be made by the bidder to induce any other Person, partnership or corporation to submit or not to submit a bid for the Purpose of restricting competition.

BIDDER NAME: EFPR Group, CPAs, PLLC

STREET ADDRESS: 6390 Main Street, Suite 200

CITY, STATE, ZIP: Williamsville, New York 14221

PHONE AND EMAIL: (716) 634-0700 / dzimmerman@efprgroup.com

REPRESENTATIVE'S NAME: Douglas E. Zimmerman, CPA

REPRESENTATIVE'S TITLE: Partner

SIGNATURE:  DATE: October 17, 2022

ATTACHMENT 8

MEMO FOR ORDINANCE/TOWN BOARD

MAY 6, 2022

Re: Proposed Local Law (amendment to Incentive Zoning) §220-31

PURPOSE

The Town Board has the authority to rezone parcels in the Town of Canandaigua when the current zoning limits potential use either as identified by the owner of the parcel or the Town of Canandaigua.

The Incentive Zoning District, which specifically allows the Town Board to rezone a parcel to Incentive Zoning when the Town Board determines a benefit exists for the rezoning; however, it as it is currently regulated by Town Code is limited for use to the following zoning districts: R-1-30, R-1-20, MR, NC, CC, RB-1, LI, and I.

R-1-30:	Residential Single Family District
R-1-20:	Residential Single Family District
MR:	Multiple Residential District
NC:	Neighborhood Commercial District
CC:	Community Commercial District
RB-1:	Restricted Business District
LI:	Limited Industrial District
I:	Industrial District

The Town of Canandaigua has grown since the Incentive Zoning District was last updated and now includes zoning districts like SCR-1, RLD, Form Based Code, Mixed Use, and other zoning districts not listed in the Town Code currently as applicable to Incentive Zoning.

This proposal would allow the Town Board to amend the Town Code to enable the Town Board to utilize Incentive Zoning in any Town of Canandaigua zoning district, and would further define applicable options for cash payment in lieu if the Town Board determines such a payment is applicable.

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Canandaigua

DRAFT

5/6/2022

Local Law No. _____ of the year 20²²

A local law Amendments to Chapter 220 (Zoning) Section 220-31 Incentive Zoning District
(Insert Title)

Be it enacted by the Town Board _____ of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Canandaigua _____ as follows:

See Attachment A

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Attachment A
Draft Local Law ____ of 2022

DRAFT

§ 220-31 Incentive Zoning District.

- A. Intent. The Town Board finds that in addition to existing powers and authorities to regulate by planning and zoning, including authorization to provide for the granting of incentives or bonuses pursuant to other enabling law, the Town Board is hereby empowered, as part of Chapter **220** of the Town Code, to provide for a system of zoning incentives, or bonuses, as the Town Board deems necessary and appropriate consistent with the purposes and conditions set forth in this section.
- B. Purpose. The purpose of these regulations of incentive, or bonus, zoning shall be to advance the Town's specific physical, cultural and social policies in accordance with the Town's Comprehensive Plan and in coordination with other community planning mechanisms or land use techniques. The system of zoning incentives or bonuses shall be in accordance with the meaning of § 261-b of Article 16 of the New York Town Law, as may be amended from time to time.
- C. Authority. This authority may be used by the Town Board to assist in implementing the following planning objectives:
- (1) To protect highly valued ecological resources, geological features and environmentally sensitive areas.
 - (2) To protect active farmland operations.
 - (3) To preserve greenways and important open spaces, and provide access to trail corridors.
 - (4) To preserve historic and/or archaeological resources.
 - (5) To protect high-quality scenic resources.
 - (6) To secure important public works improvements which would not otherwise be provided to planned development areas of the community and which are in excess of that necessitated by immediate project demand.
 - (7) To provide a more desirable environment than what would be possible throughout the strict application of existing zoning regulations.
- D. Districts designated for incentives. The Town Board shall have the authority to designate incentives in all zoning districts of the Town of Canandaigua.
- E. Permitted incentives. The Town Board may grant the following specific incentives:
- (1) Increase in dwelling unit density for a site.
 - (2) Changes in lot area and dimensional requirements.
 - (3) Changes of use.
- F. Community benefits or amenities. The following community benefits or amenities may, at the discretion of the Town Board, be accepted in exchange for an incentive identified in

Subsection E above. These community benefits may be either on or off the site of the subject application, may involve one or more parcels of land and may be situated in any district, unless otherwise specifically limited in this section and will be in addition to any mandated requirements pursuant to other provisions of the Town of Canandaigua Code and any other applicable law or regulation.

- (1) Agricultural conservation, open space, scenic, ecological, historic or other permanent conservation easements.
- (2) Donation of land in fee simple for either conservation or community benefit purposes.
- (3) Construction of recreation amenities, serving a Town-wide need, accessible to the general public, above and beyond that required elsewhere in the Town Code.
- (4) Construction or improvement to public work facilities which are above and beyond that required to mitigate proposed impacts in accordance with the Town Code and the State Environmental Quality Review (SEQR) regulations.
- (5) Preservation and improvement of historical or cultural sites or structures.
- (6) Provision of shared driveways, cross-access easements or access and service streets, internal circulation systems or interconnected parking.
- (7) Other facilities or benefits to the residents of the community, as determined by the Town Board.
- (8) Any other combination of the above-listed community benefits or amenities.

G. Criteria for approval. Applications for incentives in exchange for amenities shall be submitted in writing to the Town Board. In order to preliminarily evaluate the adequacy of amenities to be accepted in exchange for the requested incentive, the following information shall be provided by the applicant:

- (1) A sketch plan of the proposed amenity.
- (2) The value of the proposed amenity.
- (3) Narrative.
 - (a) A narrative which:
 - [1] Describes the benefits to be provided to the community by the proposed amenity.
 - [2] Provides preliminary indication that there are adequate sanitary sewers, water, transportation, waste disposal and fire protection facilities within the existing zoning district which the proposal is located in order to accommodate additional demands, if any.
 - [3] Explains how the proposed amenity promotes implementation of physical, environmental or cultural policies articulated in proposed plans.
 - [4] Describes the requested incentive and its value.
 - [5] Describes the manner in which any common areas are to be owned and maintained, including open space, streets, lighting and other considerations relevant to the proposal.
 - [6] Describes any covenants, grants of easement or other restrictions proposed to be imposed upon the use of the land, buildings or structures, including proposed easements for public utilities.
 - (b) The Town Board, in its discretion, may waive any or all of the above listed

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submission requirements.

- H. Initial review and consideration. All applications for incentive zoning shall commence with a written proposal to the Town Board which sets forth the criteria listed in Subsection G above. The Town Board shall review the proposal and inform the applicant whether or not the proposal is worthy of further consideration.

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(1) Sketch plan requirements.

- (a) The sketch plan shall show how the site will be developed, with the amenity, if it is on-site, and the incentive being requested. In addition to meeting the requirements of the applicable sections of the Town Code, the plan shall also meet the requirements of Article VII, Site Plan Regulations, §§ 220-64 through 220-72, and/or Chapter 174, Subdivision of Land, and show existing development, property owners' names and tax account numbers for all property within 200 feet of the property lines of the proposed project or such other distance as may be specified by the Town Board.
- (b) If the incentive will result in a structural height increase, the applicant shall submit an elevation drawing, at a scale of 1/4 inch equals one foot, which shows the height permitted by district regulations, the proposed additional height, the distance to other principal structures on site and on adjacent properties and their heights, as well as property line locations.
- (c) If the incentive will result in a setback or open space reduction, the drawing shall show this reduction in relation to the principal structure on site and on adjacent properties, as well as property lines.
- (d) The Town Board, in its discretion, may waive any or all of the above-listed sketch plan requirements. Notwithstanding any such waiver granted by the Town Board relative to the sketch plan required for the incentive zoning application, all site plan requirements shall remain in full force and effect relative to any required Planning Board approvals.

- (2) The applicant shall also submit such additional information and plans as may be required by the Town Board, which, in its judgment, are necessary in order to perform a thorough evaluation of the proposal.

- I. Planning Board review. The Planning Board will review the proposal and report to the Town Board with its evaluation of the adequacy with which the amenity(ies)/incentive(s) fit the site and how they relate to adjacent uses and structures. The Planning Board's review shall be limited to the impact of the proposed incentive zoning on the planning design and layout of the project unless otherwise requested by the Town Board. The Planning Board's report shall be submitted to the Town Board within 45 days from the date of the Planning Board meeting at which the proposal is first placed on the agenda. This time period may be extended by the Town Board.
- J. Town Board decision after public hearing. The Town Board, upon its receipt of the Planning Board's report, will review the document and then notify the applicant as to

whether or not it is willing to further consider the proposal and hold a public hearing thereon. If the Town Board decides to further consider the proposal, it shall hold a public hearing thereon. For Town Board public hearings on incentive zoning requests, the Town Clerk shall give notice of the hearing in the official newspaper of the Town at least five days prior to the date of the hearing.

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- K. SEQR compliance and verification. All applicable requirements of the State Environmental Quality Review (SEQR) regulations shall be complied with as part of the review and hearing process. The assessment shall include verification that the zoning district in which the proposal is to be located has adequate sewer, water, transportation, waste disposal and fire protection facilities to serve the on-site amenity and incentive.
- L. Costs. Any applicant for incentives or bonuses shall pay the cost of preparing any environmental impact statement required by the Town Board, this chapter, Town Law § 261-b, as amended, or 6 NYCRR Part 617, as amended, and such charge shall be added to any site-specific charge made pursuant to the provisions of § 8-0109 of the Environmental Conservation Law.
- M. Coordination with other governmental agencies. The Town Board shall, before taking action, refer, where appropriate, the application to the Ontario County Planning Board for review and recommendation under the provisions of §§ 239-l and 239-m of the New York State General Municipal Law. Where said rezoning application affects property located within 500 feet of a municipal boundary, the Town Clerk shall provide notice of said action to the Clerk of the adjacent municipality. Following the hearings and in addition to compliance with all SEQR requirements, the Town Board shall, before taking action, refer the proposal for review and comment to other governmental agencies as may be required and may refer the proposal to the Planning Board and other Town Boards and officials for review and comment. In order to approve an amenity/incentive proposal, the Town Board shall determine that the proposed amenity provides sufficient public benefit to provide the requested incentive. The Town Board shall, as part of their conditional approval, specify the amenity being provided, along with a detailed description of the incentive(s) being provided. Thereafter, the Town Board is authorized to act on an application for preliminary approval as provided for elsewhere in this section. In no circumstances may the Town Board be compelled to approve any incentive zoning proposal, such act being an absolutely discretionary legislative act. The Town Board may also impose such conditions upon its approval as it may deem appropriate to promote the health, safety and welfare of the community. Following approval of the incentive zoning by the Town Board and subject to meeting all conditions imposed on the preliminary plan, including all documentation required by the Town Attorney, Town Highway and Water Superintendent, Town Water and Sewer Superintendent, Town Code Enforcement Officer, Town Zoning Officer, Town Planner and the Fire Chief of either the City of Canandaigua Fire Department or the Fire Chief of the Cheshire Volunteer Fire Department on the amenity, the applicant may submit a site plan for review and approval by the Planning Board subject to all other requirements of the Town Code.
- N. Notation on official Zoning Map. Upon final plan approval, the Town Clerk shall affix a

reference to the Official Zoning Map that the development of this site was approved under the Town's incentive zoning provisions and include a reference to the date such action was taken.

- O. Cash payment in lieu of amenity. If the Town Board finds that a community benefit is not suitable on site or cannot be reasonably provided, the Town Board may require a cash payment in lieu of the provisions of the amenity. These funds shall be placed in a fund or capital project at the discretion of the Town Board to be used by the Town Board exclusively for amenities specified prior to acceptance of funds. Cash payments shall be made prior to the issuance of a building permit. Cash payments in lieu of amenities are not to be used to pay general and ordinary Town expenses. Cash payments may be directed to existing reserve funds, capital projects, other funds; or funds or projects to be created by the Town Board.

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(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2022 of the (County)(City)(Town)(Village) of Canandaigua was duly passed by the Town Board on _____, in accordance with the applicable provisions of law.

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2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date: _____

(Seal)

§ 220-31 **Incentive Zoning District.**

- A. Intent. The Town Board finds that in addition to existing powers and authorities to regulate by planning and zoning, including authorization to provide for the granting of incentives or bonuses pursuant to other enabling law, the Town Board is hereby empowered, as part of Chapter **220** of the Town Code, to provide for a system of zoning incentives, or bonuses, as the Town Board deems necessary and appropriate consistent with the purposes and conditions set forth in this section.
- B. Purpose. The purpose of these regulations of incentive, or bonus, zoning shall be to advance the Town's specific physical, cultural and social policies in accordance with the Town's Comprehensive Plan and in coordination with other community planning mechanisms or land use techniques. The system of zoning incentives or bonuses shall be in accordance with the meaning of § 261-b of Article 16 of the New York Town Law, as may be amended from time to time.
- C. Authority. This authority may be used by the Town Board to assist in implementing the following planning objectives:
- (1) To protect highly valued ecological resources, geological features and environmentally sensitive areas.
 - (2) To protect active farmland operations.
 - (3) To preserve greenways and important open spaces, and provide access to trail corridors.
 - (4) To preserve historic and/or archaeological resources.
 - (5) To protect high-quality scenic resources.
 - (6) To secure important public works improvements which would not otherwise be provided to planned development areas of the community and which are in excess of that necessitated by immediate project demand.
 - (7) To provide a more desirable environment than what would be possible throughout the strict application of existing zoning regulations.
- D. Districts designated for incentives. The Town Board shall have the authority to designate incentives in all zoning districts of the Town of Canandaigua. The following mapped zoning districts are designated as eligible for zoning incentives. Incentives may be offered to applicants who offer an acceptable amenity to the Town in exchange for the incentive.
- | | |
|-------------------|--|
| R-1-30 | Residential Single-Family District |
| R-1-20 | Residential Single-Family District |
| MR | Multiple Residential District – Duplex, Apartment and Townhouse |
| NC | Neighborhood Commercial District |

CC	Community Commercial District
RB-I	Restricted Business District
LI	Limited Industrial District
I	Industrial District

E. Permitted incentives. The Town Board may grant the following specific incentives:

- (1) Increase in dwelling unit density for a site.
- (2) Changes in lot area and dimensional requirements.
- (3) Changes of use.

F. Community benefits or amenities. The following community benefits or amenities may, at the discretion of the Town Board, be accepted in exchange for an incentive identified in Subsection E above. These community benefits may be either on or off the site of the subject application, may involve one or more parcels of land and may be situated in any district, unless otherwise specifically limited in this section and will be in addition to any mandated requirements pursuant to other provisions of the Town of Canandaigua Code and any other applicable law or regulation.

- (1) Agricultural conservation, open space, scenic, ecological, historic or other permanent conservation easements.
- (2) Donation of land in fee simple for either conservation or community benefit purposes.
- (3) Construction of recreation amenities, serving a Town-wide need, accessible to the general public, above and beyond that required elsewhere in the Town Code.
- (4) Construction or improvement to public work facilities which are above and beyond that required to mitigate proposed impacts in accordance with the Town Code and the State Environmental Quality Review (SEQR) regulations.
- (5) Preservation and improvement of historical or cultural sites or structures.
- (6) Provision of shared driveways, cross-access easements or access and service streets, internal circulation systems or interconnected parking.
- (7) Other facilities or benefits to the residents of the community, as determined by the Town Board.
- (8) Any other combination of the above-listed community benefits or amenities.

G. Criteria for approval. Applications for incentives in exchange for amenities shall be submitted in writing to the Town Board. In order to preliminarily evaluate the adequacy of amenities to be accepted in exchange for the requested incentive, the following information shall be provided by the applicant:

- (1) A sketch plan of the proposed amenity.
- (2) The value of the proposed amenity.
- (3) Narrative.
 - (a) A narrative which:
 - [1] Describes the benefits to be provided to the community by the proposed amenity.
 - [2] Provides preliminary indication that there are adequate sanitary sewers, water, transportation, waste disposal and fire protection facilities within the existing zoning district which the proposal is located in order to accommodate additional demands, if any.
 - [3] Explains how the proposed amenity promotes implementation of physical, environmental or cultural policies articulated in proposed plans.
 - [4] Describes the requested incentive and its value.
 - [5] Describes the manner in which any common areas are to be owned and maintained, including open space, streets, lighting and other considerations relevant to the proposal.
 - [6] Describes any covenants, grants of easement or other restrictions proposed to be imposed upon the use of the land, buildings or structures, including proposed easements for public utilities.
 - (b) The Town Board, in its discretion, may waive any or all of the above listed submission requirements.
- H. Initial review and consideration. All applications for incentive zoning shall commence with a written proposal to the Town Board which sets forth the criteria listed in Subsection **G** above. The Town Board shall review the proposal and inform the applicant whether or not the proposal is worthy of further consideration.
 - (1) Sketch plan requirements.
 - (a) The sketch plan shall show how the site will be developed, with the amenity, if it is on-site, and the incentive being requested. In addition to meeting the requirements of the applicable sections of the Town Code, the plan shall also meet the requirements of Article **VII**, Site Plan Regulations, §§ **220-64** through **220-72**, and/or Chapter **174**, Subdivision of Land, and show existing development, property owners' names and tax account numbers for all property within 200 feet of the property lines of the proposed project or such other distance as may be specified by the Town Board.
 - (b) If the incentive will result in a structural height increase, the applicant shall submit an elevation drawing, at a scale of 1/4 inch equals one foot, which shows the height permitted by district regulations, the proposed additional height, the distance to other principal structures on site and on adjacent properties and their heights, as well as property line locations.
 - (c) If the incentive will result in a setback or open space reduction, the drawing shall show this reduction in relation to the principal structure on site and on adjacent properties, as well as property lines.

- (d) The Town Board, in its discretion, may waive any or all of the above-listed sketch plan requirements. Notwithstanding any such waiver granted by the Town Board relative to the sketch plan required for the incentive zoning application, all site plan requirements shall remain in full force and effect relative to any required Planning Board approvals.
- (2) The applicant shall also submit such additional information and plans as may be required by the Town Board, which, in its judgment, are necessary in order to perform a thorough evaluation of the proposal.
- I. Planning Board review. The Planning Board will review the proposal and report to the Town Board with its evaluation of the adequacy with which the amenity(ies)/incentive(s) fit the site and how they relate to adjacent uses and structures. The Planning Board's review shall be limited to the impact of the proposed incentive zoning on the planning design and layout of the project unless otherwise requested by the Town Board. The Planning Board's report shall be submitted to the Town Board within 45 days from the date of the Planning Board meeting at which the proposal is first placed on the agenda. This time period may be extended by the Town Board.
- J. Town Board decision after public hearing. The Town Board, upon its receipt of the Planning Board's report, will review the document and then notify the applicant as to whether or not it is willing to further consider the proposal and hold a public hearing thereon. If the Town Board decides to further consider the proposal, it shall hold a public hearing thereon. For Town Board public hearings on incentive zoning requests, the Town Clerk shall give notice of the hearing in the official newspaper of the Town at least five days prior to the date of the hearing.
- K. SEQR compliance and verification. All applicable requirements of the State Environmental Quality Review (SEQR) regulations shall be complied with as part of the review and hearing process. The assessment shall include verification that the zoning district in which the proposal is to be located has adequate sewer, water, transportation, waste disposal and fire protection facilities to serve the on-site amenity and incentive.
- L. Costs. Any applicant for incentives or bonuses shall pay the cost of preparing any environmental impact statement required by the Town Board, this chapter, Town Law § 261-b, as amended, or 6 NYCRR Part 617, as amended, and such charge shall be added to any site-specific charge made pursuant to the provisions of § 8-0109 of the Environmental Conservation Law.
- M. Coordination with other governmental agencies. The Town Board shall, before taking action, refer, where appropriate, the application to the Ontario County Planning Board for review and recommendation under the provisions of §§ 239-l and 239-m of the New York State General Municipal Law. Where said rezoning application affects property located within 500 feet of a municipal boundary, the Town Clerk shall provide notice of said action to the Clerk of the adjacent municipality. Following the hearings and in addition to compliance with all SEQR requirements, the Town Board shall, before taking action, refer the proposal for review and comment to other governmental agencies as may be required and may refer the proposal to the Planning Board and other Town Boards and officials for review and comment. In order to approve an amenity/incentive proposal, the Town Board shall determine that the proposed amenity provides sufficient public benefit to provide the requested incentive. The Town Board shall, as part of their conditional approval, specify the amenity being provided, along with a detailed description of the incentive(s) being provided. Thereafter, the Town Board is authorized to act on an application for preliminary approval as provided for elsewhere in this

section. In no circumstances may the Town Board be compelled to approve any incentive zoning proposal, such act being an absolutely discretionary legislative act. The Town Board may also impose such conditions upon its approval as it may deem appropriate to promote the health, safety and welfare of the community. Following approval of the incentive zoning by the Town Board and subject to meeting all conditions imposed on the preliminary plan, including all documentation required by the Town Attorney, Town Highway and Water Superintendent, Town Water and Sewer Superintendent, Town Code Enforcement Officer, Town Zoning Officer, Town Planner and the Fire Chief of either the City of Canandaigua Fire Department or the Fire Chief of the Cheshire Volunteer Fire Department on the amenity, the applicant may submit a site plan for review and approval by the Planning Board subject to all other requirements of the Town Code.

- N. Notation on official Zoning Map. Upon final plan approval, the Town Clerk shall affix a reference to the Official Zoning Map that the development of this site was approved under the Town's incentive zoning provisions and include a reference to the date such action was taken.
- O. Cash payment in lieu of amenity. If the Town Board finds that a community benefit is not suitable on site or cannot be reasonably provided, the Town Board may require a cash payment in lieu of the provisions of the amenity. These funds shall be placed in a ~~trust~~ fund or capital project at the discretion of the Town Board to be used by the Town Board exclusively for amenities specified prior to acceptance of funds. Cash payments shall be made prior to the issuance of a building permit. Cash payments in lieu of amenities are not to be used to pay general and ordinary Town expenses. Cash payments may be directed to existing reserve funds, capital projects, other funds; or funds or projects to be created by the Town Board.

§ 220-31 Incentive Zoning District.

- A. Intent. The Town Board finds that in addition to existing powers and authorities to regulate by planning and zoning, including authorization to provide for the granting of incentives or bonuses pursuant to other enabling law, the Town Board is hereby empowered, as part of Chapter **220** of the Town Code, to provide for a system of zoning incentives, or bonuses, as the Town Board deems necessary and appropriate consistent with the purposes and conditions set forth in this section.
- B. Purpose. The purpose of these regulations of incentive, or bonus, zoning shall be to advance the Town's specific physical, cultural and social policies in accordance with the Town's Comprehensive Plan and in coordination with other community planning mechanisms or land use techniques. The system of zoning incentives or bonuses shall be in accordance with the meaning of § 261-b of Article 16 of the New York Town Law, as may be amended from time to time.
- C. Authority. This authority may be used by the Town Board to assist in implementing the following planning objectives:
- (1) To protect highly valued ecological resources, geological features and environmentally sensitive areas.
 - (2) To protect active farmland operations.
 - (3) To preserve greenways and important open spaces, and provide access to trail corridors.
 - (4) To preserve historic and/or archaeological resources.
 - (5) To protect high-quality scenic resources.
 - (6) To secure important public works improvements which would not otherwise be provided to planned development areas of the community and which are in excess of that necessitated by immediate project demand.
 - (7) To provide a more desirable environment than what would be possible throughout the strict application of existing zoning regulations.

(8) To provide "affordable housing" ^{possible} options ^{development} which would not otherwise be ^{possible} provided.

- D. Districts designated for incentives. The Town Board shall have the authority to designate incentives in all zoning districts of the Town of Canandaigua. The following mapped zoning districts are designated as eligible for zoning incentives. Incentives may be offered to applicants who offer an acceptable amenity to the Town in exchange for the incentive.

R-1-30

Residential Single Family District

R-1-20

Residential Single Family District

MR

Multiple Residential District—Duplex, Apartment and Townhouse

NC

Neighborhood Commercial District

CC	Community Commercial District
RB-I	Restricted Business District
LI	Limited Industrial District
I	Industrial District

E. Permitted incentives. The Town Board may grant the following specific incentives:

- (1) Increase in dwelling unit density for a site.
- (2) Changes in lot area and dimensional requirements.
- (3) Changes of use.

F. Community benefits or amenities. The following community benefits or amenities may, at the discretion of the Town Board, be accepted in exchange for an incentive identified in Subsection E above. These community benefits may be either on or off the site of the subject application, may involve one or more parcels of land and may be situated in any district, unless otherwise specifically limited in this section and will be in addition to any mandated requirements pursuant to other provisions of the Town of Canandaigua Code and any other applicable law or regulation.

- (1) Agricultural conservation, open space, scenic, ecological, historic or other permanent conservation easements.
- (2) Donation of land in fee simple for either conservation or community benefit purposes.
- (3) Construction of recreation amenities, serving a Town-wide need, accessible to the general public, above and beyond that required elsewhere in the Town Code.
- (4) Construction or improvement to public work facilities which are above and beyond that required to mitigate proposed impacts in accordance with the Town Code and the State Environmental Quality Review (SEQR) regulations.
- (5) Preservation and improvement of historical or cultural sites or structures.
- (6) Provision of shared driveways, cross-access easements or access and service streets, internal circulation systems or interconnected parking.

+1: Housing for persons of low or moderate income, as an unmet need
~~(8)~~ Other facilities or benefits to the residents of the community, as determined by the Town Board.

~~(8)~~ 9 Any other combination of the above-listed community benefits or amenities.

G. Criteria for approval. Applications for incentives in exchange for amenities shall be submitted in writing to the Town Board. In order to preliminarily evaluate the adequacy of amenities to be accepted in exchange for the requested incentive, the following information shall be provided by the applicant:

- (1) A sketch plan of the proposed amenity.
- (2) The value of the proposed amenity.
- (3) Narrative.
 - (a) A narrative which:
 - [1] Describes the benefits to be provided to the community by the proposed amenity.
 - [2] Provides preliminary indication that there are adequate sanitary sewers, water, transportation, waste disposal and fire protection facilities within the existing zoning district which the proposal is located in order to accommodate additional demands, if any.
 - [3] Explains how the proposed amenity promotes implementation of physical, environmental or cultural policies articulated in proposed plans.
 - [4] Describes the requested incentive and its value.
 - [5] Describes the manner in which any common areas are to be owned and maintained, including open space, streets, lighting and other considerations relevant to the proposal.
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 - (b) The Town Board, in its discretion, may waive any or all of the above listed submission requirements.
- H. Initial review and consideration. All applications for incentive zoning shall commence with a written proposal to the Town Board which sets forth the criteria listed in Subsection **G** above. The Town Board shall review the proposal and inform the applicant whether or not the proposal is worthy of further consideration.
 - (1) Sketch plan requirements.
 - (a) The sketch plan shall show how the site will be developed, with the amenity, if it is on-site, and the incentive being requested. In addition to meeting the requirements of the applicable sections of the Town Code, the plan shall also meet the requirements of Article **VII**, Site Plan Regulations, §§ **220-64** through **220-72**, and/or Chapter **174**, Subdivision of Land, and show existing development, property owners' names and tax account numbers for all property within 200 feet of the property lines of the proposed project or such other distance as may be specified by the Town Board.
 - (b) If the incentive will result in a structural height increase, the applicant shall submit an elevation drawing, at a scale of 1/4 inch equals one foot, which shows the height permitted by district regulations, the proposed additional height, the distance to other principal structures on site and on adjacent properties and their heights, as well as property line locations.
 - (c) If the incentive will result in a setback or open space reduction, the drawing shall show this reduction in relation to the principal structure on site and on adjacent properties, as well as property lines.

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- I. Planning Board review. The Planning Board will review the proposal and report to the Town Board with its evaluation of the adequacy with which the amenity(ies)/incentive(s) fit the site and how they relate to adjacent uses and structures. The Planning Board's review shall be limited to the impact of the proposed incentive zoning on the planning design and layout of the project unless otherwise requested by the Town Board. The Planning Board's report shall be submitted to the Town Board within 45 days from the date of the Planning Board meeting at which the proposal is first placed on the agenda. This time period may be extended by the Town Board.
- J. Town Board decision after public hearing. The Town Board, upon its receipt of the Planning Board's report, will review the document and then notify the applicant as to whether or not it is willing to further consider the proposal and hold a public hearing thereon. If the Town Board decides to further consider the proposal, it shall hold a public hearing thereon. For Town Board public hearings on incentive zoning requests, the Town Clerk shall give notice of the hearing in the official newspaper of the Town at least five days prior to the date of the hearing.
- K. SEQR compliance and verification. All applicable requirements of the State Environmental Quality Review (SEQR) regulations shall be complied with as part of the review and hearing process. The assessment shall include verification that the zoning district in which the proposal is to be located has adequate sewer, water, transportation, waste disposal and fire protection facilities to serve the on-site amenity and incentive.
- L. Costs. Any applicant for incentives or bonuses shall pay the cost of preparing any environmental impact statement required by the Town Board, this chapter, Town Law § 261-b, as amended, or 6 NYCRR Part 617, as amended, and such charge shall be added to any site-specific charge made pursuant to the provisions of § 8-0109 of the Environmental Conservation Law.
- M. Coordination with other governmental agencies. The Town Board shall, before taking action, refer, where appropriate, the application to the Ontario County Planning Board for review and recommendation under the provisions of §§ 239-l and 239-m of the New York State General Municipal Law. Where said rezoning application affects property located within 500 feet of a municipal boundary, the Town Clerk shall provide notice of said action to the Clerk of the adjacent municipality. Following the hearings and in addition to compliance with all SEQR requirements, the Town Board shall, before taking action, refer the proposal for review and comment to other governmental agencies as may be required and may refer the proposal to the Planning Board and other Town Boards and officials for review and comment. In order to approve an amenity/incentive proposal, the Town Board shall determine that the proposed amenity provides sufficient public benefit to provide the requested incentive. The Town Board shall, as part of their conditional approval, specify the amenity being provided, along with a detailed description of the incentive(s) being provided. Thereafter, the Town Board is authorized to act on an application for preliminary approval as provided for elsewhere in this

section. In no circumstances may the Town Board be compelled to approve any incentive zoning proposal, such act being an absolutely discretionary legislative act. The Town Board may also impose such conditions upon its approval as it may deem appropriate to promote the health, safety and welfare of the community. Following approval of the incentive zoning by the Town Board and subject to meeting all conditions imposed on the preliminary plan, including all documentation required by the Town Attorney, Town Highway and Water Superintendent, Town Water and Sewer Superintendent, Town Code Enforcement Officer, Town Zoning Officer, Town Planner and the Fire Chief of either the City of Canandaigua Fire Department or the Fire Chief of the Cheshire Volunteer Fire Department on the amenity, the applicant may submit a site plan for review and approval by the Planning Board subject to all other requirements of the Town Code.

- N. Notation on official Zoning Map. Upon final plan approval, the Town Clerk shall affix a reference to the Official Zoning Map that the development of this site was approved under the Town's incentive zoning provisions and include a reference to the date such action was taken.
- O. Cash payment in lieu of amenity. If the Town Board finds that a community benefit is not suitable on site or cannot be reasonably provided, the Town Board may require a cash payment in lieu of the provisions of the amenity. These funds shall be placed in a ~~trust-fund~~ or capital project at the discretion of the Town Board to be used by the Town Board exclusively for amenities specified prior to acceptance of funds. Cash payments shall be made prior to the issuance of a building permit. Cash payments in lieu of amenities are not to be used to pay general and ordinary Town expenses. Cash payments may be directed to existing reserve funds, capital projects, other funds; or funds or projects to be created by the Town Board.

OR ... separate clause for Affordable Housing?

- a. definition
- b. purpose
- c. intent

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Town of Canandaigua			
Name of Action or Project: Adoption of a local law to amend town code chapter 220-33 Incentive Zoning			
Project Location (describe, and attach a location map): Town of Canandaigua			
Brief Description of Proposed Action: The Town Board is considering the adoption of a town code amendment that would change Chapter 220-33 Incentive Zoning, to authorize the Town Board to utilize incentive zoning in any Town of Canandaigua zoning district and to clarify options for cash payment in lieu of amenity.			
Name of Applicant or Sponsor: Town Board, Town of Canandaigua		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Town Board, Town of Canandaigua</u> Date: _____</p> <p>Signature: _____ Title: <u>Town Manager</u></p>		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 9

MEMO FOR ORDINANCE/TOWN BOARD

July 12, 2022

From: Town Manager Doug Finch

RE: Proposed Local Law (amendment to scenic viewshed overlay) §220-33.1

PURPOSE

The proposed local law, amendment(s) to zoning code update(s) relating to §220-33.1 would amend the scenic viewshed overlay (SVO) portion of the Town Code of the Town of Canandaigua to clarify the minimum lot size in the SVO shall not be less than one acre, or the minimum size of the underlying zoning district whichever is greater.

In some cases, in the Town of Canandaigua such as the AR-2 or RR-3 zoning districts the minimum lot size exceeds the one acre minimum. This amendment would clarify the minimum lot size of the underlying zoning district must be met for those zoning districts requiring greater than a one-acre lot size.

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Canandaigua

DRAFT

7/12/2022

Local Law No. _____ of the year 20 22

A local law Amendments to Chapter 220 (Zoning) Section 220-33 Scenic Viewshed Overlay District
(Insert Title)

Be it enacted by the Town Board _____ of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Canandaigua _____ as follows:

See Attachment A

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Attachment A
Draft Local Law _____ of 2022

DRAFT

§ 220-33.1 Scenic Viewshed Overlay District.

- A. Purpose. It is the purpose of the Scenic Viewshed Overlay District (SVO District) to provide supplemental regulations to the underlying zoning district(s) that are located within the mapped SVO District to support the protection of the Town of Canandaigua's natural resources. The SVO District is an area mapped south of NYS Route 5&20 and identified as "Land Visible from Canandaigua Lake" June 2018 from mapping completed as part of the Town of Canandaigua's Comprehensive Plan and found in the adopted Town of Canandaigua Open Space, Conservation, and Scenic Views Master Plan (2018).
- B. Intent. It is the intent of the SVO District to grant authorization to the Planning Board of the Town of Canandaigua to enable development or subdivision in a manner which shall protect the natural resources as identified in the Town of Canandaigua's Comprehensive Plan; Open Space, Conservation, and Scenic Views Master Plan; and Natural Resource Inventory by promoting new single-family development on minimum one-acre lots in the SVO District and thereby limit the potential harmful impact(s) to the identified natural resources and Canandaigua Lake.
- C. Applicability. The SVO District is overlaid onto the underlying zoning districts. All provisions of the underlay districts shall be applied except where provisions of the SVO District differ, in such cases the more restrictive provision shall apply.
- D. Site development standards. To the extent possible, any subdivision of land in the SVO District shall not create a new lot unless all parcels are at least one acre in size, or the Planning Board finds a lessening of the degree of nonconformity for the combination of preexisting nonconforming lots. To the extent possible, the Planning Board of the Town of Canandaigua shall be authorized to grant subdivision and development of land in the SVO District provided the following standards have been met:
 - (1) Density and minimum lot size. The minimum lot size in the SVO District shall not be less than one acre or the minimum lot size of the underlying zoning district, whichever is greater. In the SVO District the use of conservation subdivisions (§ 174-16) shall not result in a lot size smaller than one acre, and the land area identified as part of the SVO District shall be identified as a priority conservation asset, Class 2.
 - (2) Permitted uses. The following mix of land use is permitted on a legal lot located within the SVO District:
 - (a) One single-family dwelling;
 - (b) One single-family dwelling with accessory apartment, where public sewer and water service exist;
 - (c) Public parks;
 - (d) Public safety facilities.
 - (3) Development shall be located in a manner that maintains the existing landscape features to the greatest extent feasible by locating buildings to complement natural topography. Consideration should be given to blend the proposed development with the existing natural

resources. The Planning Board shall consider and may require those elements identified in the Town of Canandaigua Ridgeline Development Guidelines or Shoreline Development Guidelines as part of the site development authorization.

E. Higher standards to prevail; improvements required.

- (1) The provisions of this chapter shall supersede local laws, ordinances, codes or regulations to the extent such laws, ordinances, codes or regulations are inconsistent with the provisions of this section, provided that nothing herein contained shall be construed to prevent the adoption and enforcement of a law, ordinance or regulation which is more restrictive or establishes a higher standard than those provided in this chapter and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.
- (2) In a case where a provision of this section is found to be in conflict with a provision of a zoning, building, electrical, plumbing, fire safety, health, water supply or sewage disposal law or ordinance, or regulation adopted pursuant thereto, or other local law, ordinance, code or regulation, the provision or higher standard shall prevail.

DRAFT

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2022 of the (County)(City)(Town)(Village) of Canandaigua was duly passed by the Town Board _____ on _____ 2022, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date: _____

(Seal)

§ 220-33.1 Scenic Viewshed Overlay District.

[Added 11-15-2021 by L.L. No. 12-2021]

- A. Purpose. It is the purpose of the Scenic Viewshed Overlay District (SVO District) to provide supplemental regulations to the underlying zoning district(s) that are located within the mapped SVO District to support the protection of the Town of Canandaigua's natural resources. The SVO District is an area mapped south of NYS Route 5&20 and identified as "Land Visible from Canandaigua Lake" June 2018 from mapping completed as part of the Town of Canandaigua's Comprehensive Plan and found in the adopted Town of Canandaigua Open Space, Conservation, and Scenic Views Master Plan (2018).
- B. Intent. It is the intent of the SVO District to grant authorization to the Planning Board of the Town of Canandaigua to enable development or subdivision in a manner which shall protect the natural resources as identified in the Town of Canandaigua's Comprehensive Plan; Open Space, Conservation, and Scenic Views Master Plan; and Natural Resource Inventory by promoting new single-family development on minimum one-acre lots in the SVO District and thereby limit the potential harmful impact(s) to the identified natural resources and Canandaigua Lake.
- C. Applicability. The SVO District is overlaid onto the underlying zoning districts. All provisions of the underlay districts shall be applied except where provisions of the SVO District differ, in such cases the more restrictive provision shall apply.
- D. Site development standards. To the extent possible, any subdivision of land in the SVO District shall not create a new lot unless all parcels are at least one acre in size, or the Planning Board finds a lessening of the degree of nonconformity for the combination of preexisting nonconforming lots. To the extent possible, the Planning Board of the Town of Canandaigua shall be authorized to grant subdivision and development of land in the SVO District provided the following standards have been met:
 - (1) Density and minimum lot size. The minimum lot size in the SVO District ~~shall not be less than is~~ one acre or the minimum lot size of the underlying zoning district, whichever is greater. In the SVO District the use of conservation subdivisions (§ 174-16) shall not result in a lot size smaller than one acre, and the land area identified as part of the SVO District shall be identified as a priority conservation asset, Class 2.
 - (2) Permitted uses. The following mix of land use is permitted on a legal lot located within the SVO District:
 - (a) One single-family dwelling;
 - (b) One single-family dwelling with accessory apartment, where public sewer and water service exist;
 - (c) Public parks;
 - (d) Public safety facilities.
 - (3) Development shall be located in a manner that maintains the existing landscape features to the greatest extent feasible by locating buildings to complement natural topography. Consideration should be given to blend the proposed development with the existing natural resources. The Planning Board shall consider and may require those elements identified in the Town of Canandaigua Ridgeline Development Guidelines or Shoreline Development Guidelines as part of the site development authorization.
- E. Higher standards to prevail; improvements required.
 - (1) The provisions of this chapter shall supersede local laws, ordinances, codes or regulations to the

extent such laws, ordinances, codes or regulations are inconsistent with the provisions of this section, provided that nothing herein contained shall be construed to prevent the adoption and enforcement of a law, ordinance or regulation which is more restrictive or establishes a higher standard than those provided in this chapter and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.

- (2) In a case where a provision of this section is found to be in conflict with a provision of a zoning, building, electrical, plumbing, firesafety, health, water supply or sewage disposal law or ordinance, or regulation adopted pursuant thereto, or other local law, ordinance, code or regulation, the provision or higher standard shall prevail.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Town of Canandaigua			
Name of Action or Project: Adoption of a local law to amend town code chapter 220-33.1 Scenic Viewshed Overlay			
Project Location (describe, and attach a location map): Town of Canandaigua			
Brief Description of Proposed Action: The Town Board is considering the adoption of a town code amendment that would change Chapter 220-33.1 Scenic Viewshed Overlay to clarify the minimum lot size requirements.			
Name of Applicant or Sponsor: Town Board, Town of Canandaigua		Telephone: 585-394-1120	
		E-Mail: sreynolds@townofcanandaigua.org	
Address: 5440 Route 5 & 20 West			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Town Board, Town of Canandaigua</u> Date: _____</p> <p>Signature: _____ Title: <u>Town Manager</u></p>		

Project:

Scenic Viewshed Overlay

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
 ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Canandaigua

Name of Lead Agency

Douglas Finch

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Town Manager

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 10

INTERMUNICIPAL COOPERATION AGREEMENT

Law Enforcement Services

THIS AGREEMENT (this “Agreement”) is made on the day and year hereinafter set forth opposite the last signature of the parties by and between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as the “County”) and the **TOWN OF CANANDAIGUA**, a municipal corporation of the State of New York, having an office and place of business at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424, (hereinafter referred to as the “Town”). The County and Town are sometimes referenced to herein individually as a “party” and collectively as the “parties.”

WHEREAS, the Town has identified the need for a level of law enforcement over that which is customarily provided (“Enhanced Law Enforcement”); and

WHEREAS, the Town desires to obtain services in connection with provision of Enhanced Law Enforcement; and

WHEREAS, the County desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section 119-o, the parties agree as follows:

FIRST: The County shall furnish law enforcement services as provided and described in Appendix "A" which is annexed hereto and made a part hereof.

SECOND: For the services rendered pursuant to the FIRST Paragraph, the County shall be paid a fee as computed and provided in Appendix "B" which is annexed hereto and made a part hereof.

THIRD: The term of this Agreement shall commence as of January 1, 2023, and terminate on December 31, 2023. Either party, upon thirty (30) days’ notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

FOURTH: Any deputy assigned to the Town for the services provided in this Agreement shall remain an employee of Ontario County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the Ontario County Sheriff, who shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal. Assignment and activities of the Sheriff’s personnel shall be subject to the deputies on duty at any given time being summoned for other details as may be deemed necessary by the Sheriff.

FIFTH: The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

SIXTH: All original records compiled by the County in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

SEVENTH: The Town agrees that it shall procure and maintain during the term of this Agreement insurance pursuant to Schedule "B" which is attached hereto and made a part hereof and to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered mail (postage pre-paid), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

TOWN OF CANANDAIGUA

5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424

To the County:

Ontario County Sheriff's Office

74 Ontario Street

Canandaigua, New York 14424

NINTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or

unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible.

ELEVENTH: This Agreement does not create a “special relationship.” Specifically, this Agreement is not:

- a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- b. knowledge on the part of the County’s agents that inaction could lead to harm;
- c. some form of direct contact between the County’s agents and the injured party; and
- d. evidence of a party’s justifiable reliance on the County’s affirmative undertaking.

TWELFTH: This Agreement shall not be enforceable until signed by all parties and approved by the County Board of Supervisors.

THIRTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Town and the County have executed this Agreement.

APPENDIX A

1. That the services to be provided by the assigned County employee shall be police services provided by a trained and certified Ontario County Sheriff's Deputy
2. That the Ontario County Sheriff's Department shall assign one or more county Deputy Sheriffs to conduct and carry out enforcement of laws of the State of New York and of the Town of Canandaigua within the confines of the Town of Canandaigua based upon the best professional judgment of the Ontario County Sheriff's Office.
3. That the emphasis, whenever possible, shall be upon enforcement of Vehicle and Traffic Laws, both State and Town of Canandaigua, on the highways of the Town of Canandaigua with particular emphasis in the Middle Cheshire Road and County Road 16 area. However, any Deputy assigned to this detail can be directed to respond to an emergency dispatch as the "closest car" and provide emergency law enforcement services as needed and appropriate.
4. That in addition to enforcement of Vehicle and Traffic Laws the police officer or officers shall be available for routine observation of homes located within the Town of Canandaigua that have been designated by the Ontario County Sheriff's Department as being temporarily vacant.
5. That the County shall continue to provide law enforcement services within the Town of Canandaigua in the same manner and approximately the same amount of time that has been traditionally and customarily provided within the Town of Canandaigua prior to entry of this agreement.
6. That this agreement is for the provision of law enforcement services in addition to the ordinary and customary services provided to this date.
7. That the services provided hereunder shall be not more than **twenty (20)** hours per week with the understanding that a portion of said law enforcement time may be required for appearance in court on matters relating to the law enforcement function of the assigned officer or officers.

APPENDIX B

1. The Ontario County Sheriff's Office shall assign Certified Part-time County Police Officers to work in the Town of Canandaigua, primarily to enforce the vehicle and traffic laws. The officer's time will be accumulated and paid by the Sheriff's Office.
2. Quarterly, the Sheriff's Office will cost the hours worked, including benefits, for the Town of Canandaigua Traffic Enforcement Detail and bill accordingly to the Town of Canandaigua..
3. The quarterly billing will include the Officer's name and hours worked by date supporting the hours worked above.
4. The Town of Canandaigua shall pay Ontario County upon receiving and reviewing the quarterly billing within thirty days.
5. The hours of duty in the Town of Canandaigua under this agreement shall be in addition to the hours ordinarily supplied to the Town of Canandaigua by the Sheriff's Office excluding this agreement.
6. The Sheriff's Office shall not assign deputies, pursuant to this agreement to the Town of Canandaigua that shall exceed, on the average, 260 hours in any given quarterly period.
7. The approximate amount of cost to the Town of Canandaigua will be **\$29,000** per year for the services specified in this agreement. Services will be invoiced at the actual hourly and benefit rate of each officer assigned.

Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided **by the Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

ANY change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

Workers' Compensation and Disability Insurance:

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at www.wcb.state.ny.us.

Liability Insurance

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

- a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.
- c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

- d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).
- c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an “additional insured” (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.
- d. “Certificate Holder” shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.
- e. The Description of Operations must say “Vendor/Contractor/Consultant services provided as per contract with Ontario County.”

Notice of Non-renewal, Change, or Cancellation

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

Proof of Insurance

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

Limitation of Liability

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor’s/Contractor’s/Consultant’s liability.

Waiver of Subrogation

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

Vendor/Contractor/Consultant’s insurance shall be primary and the County’s self-insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
Auto Liability							
	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Compensation & Employers Liability							
	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits							
	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				\$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.web.state.ny.us/content/main/forms/AllForms.jsp>

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.buinessexpress.ny.gov/> or

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

ATTACHMENT 11

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Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
Auto Liability	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Compensation & Employers Liability	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				\$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.web.state.ny.us/content/main/forms/AllForms.jsp>

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.buinessexpress.ny.gov/> or

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

ATTACHMENT 12

Agreement Between the Ontario County Historical Society and the Town of Canandaigua

Dear Town of Canandaigua,

This will acknowledge our request regarding the Town of Canandaigua's FY 2023 budget. We appreciate your support of the Historical Society and your dedication to history.

The Historical Society continues to hold an abundance of artifacts, photographs and ephemera pertaining to the town's history. We also continue to grow our collection so that we can share the stories of Canandaiguans and Ontario County residents in the future.

Our current exhibit "Fibers of Our Lives: From Practical Craft to Decorative Art" highlights several stories from Canandaigua and the surrounding area. It has allowed people to gather and remember the town as it once was and for what it is today. Additionally, our partnership with Ontario County Arts Council has allowed us to interact with town residents and town spaces more often.

The Historical Society is pleased to have played an active role in the town's History Committee and looks forward to working on new projects with the parks department.

This active role and these events include:

- Offering exhibits and programs that highlight the history of the town at no cost
- Write articles for the town newsletter
- Our director, curator, and volunteers assist the history team with their cemetery project and now the historic building survey.
- Attendance at meetings such as the planning meeting
- Plan to work with the Parks Department to create a remote exhibit space at Onanda Park for our 2023 Recreation exhibit. This will include conversations about how to bring more attention to the buildings and the space as a whole. We hope to hold a series of meetings to discuss this project throughout the year.
- The director and volunteers continue to be willing and excited to work with the town on projects similar to the town maps project in 2018, floats for parades, and special days to celebrate the town and its citizens.

In 2023, among other Canandaigua town matters, the Historical Society's exhibit and programming theme will be Recreation. We hope to highlight many stories from the town's past and use them to create new programming for our residents. An exhibit and a variety of public programming is being planned.

With these activities and level of involvement in the town's activities we would like to respectfully request a continuation of the town's \$10,000 level of support in the 2023 budget.

If you have any questions or concerns, please reach out.

Best,

Cody Grabhorn
Executive Director
Ontario County Historical Society
55 North Main Street
Canandaigua, NY 14424

**Agreement Between the Ontario County Historical Society
and the Town of Canandaigua**

This agreement is made between the Town of Canandaigua and the Ontario County Historical Society for the described activities and services during the calendar year 2023.

 Date 10/25/22

Cody Grabhorn
Executive Director
Ontario County Historical Society

_____ Date _____

Douglas E. Finch
Town Manager
Town of Canandaigua

ATTACHMENT 13



Parkside Drive Apartments
Edgemere Development

SWBR

PRELIMINARY SITE PLANS for PARKSIDE DRIVE APARTMENTS

STATE OF NEW YORK

PARKSIDE DRIVE
ONTARIO COUNTY

TOWN OF CANANDAIGUA

JOB NO: 1419-22
SCALE: 1" = 20'
DRAWN: LJB
DESIGNED: MPT
DATE: 8/1/22

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IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7209 FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER IN ANY WAY, AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR. IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



ROBERT P. BRINGLEY

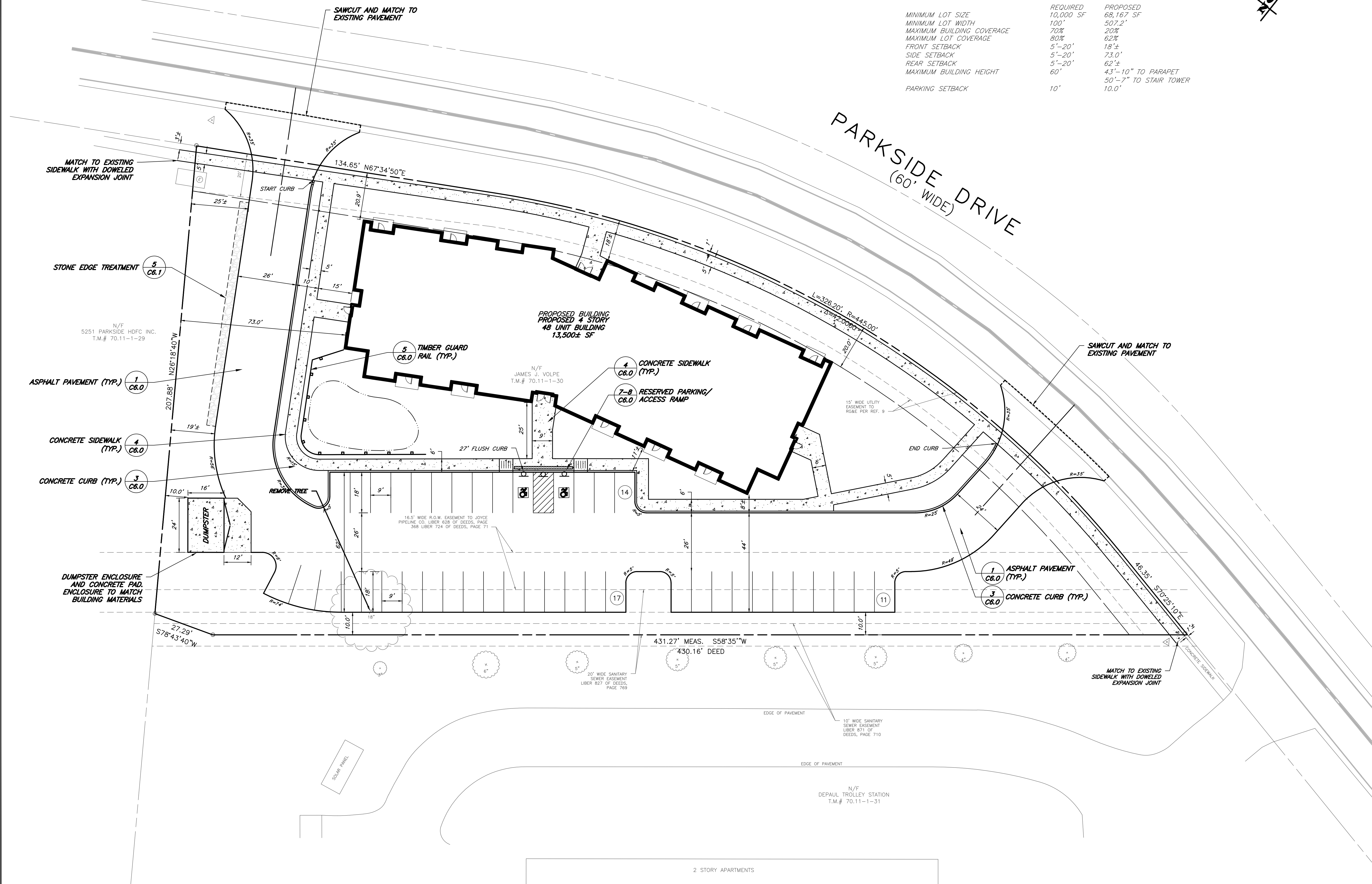
DRAWING TITLE:
LAYOUT PLAN

04 of 10

SHEET No:

1419-22

DRAWING No:



Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424

Phone (585) 394-1120 • Fax (585) 394-9476

Planning Board Decision Notification

Meeting Date: September 27, 2022

Project: CPN-22-062

Applicant

Marathon Engineering
c/o Matt Tomlinson
39 Cascade Drive
Rochester, NY 14614
and
Edgemere Development
3850 Monroe Avenue
Pittsford, NY 14534

Owners

James J. Volpe
162 Amann Road
Honeoye Falls, NY
14472

Project Type

Form Based Code
Sketch Plan Review

Project Location

0000 Parkside
Drive (south side
of Parkside Drive,
Uptown
Canandaigua
Form Based
Code—Mixed Use
Subarea

Tax Map #

70.11-1-30.000

TYPE OF APPLICATION:

- ☐ Preliminary ☐ Final Phased ☐ One/Single Stage
☐ Subdivision ☒ Sketch Plan ☐ Special Use Permit

STATE ENVIRONMENTAL QUALITY REVIEW (SEQR):

- ☐ Type I ☐ Type II ☐ Unlisted
☐ See Attached resolution(s):

Applicant Request:

- ☐ Granted ☐ Denied ☐ Tabled
☐ Continued to:

Negative Declaration Date:

Positive Declaration Date:

☒ **PLANNING BOARD CONSENSUS** (see below)

Planning Board Consensus:

■ **CONSENSUS:** The Planning Board is not opposed to this application moving forward in the Form Based Code process, pending the outcome of the Zoning Board of Appeals applications.

Surety Requirements:

- ☐ Landscaping: \$
☐ Other (specify): \$

☐ Soil Erosion: \$

CANANDAIGUA TOWN CLERK

SEP 29 2022

RECEIVED *lo*

Surety Release:

Certified By:

[Signature]
Chairperson, Planning Board

Date:

9/28/22

Delete Finding #14: Regarding the discussion of the Shoreline Development Guidelines which are not applicable to this application.

Motion to approve the resolution as amended carried by voice vote.

6. NEW SKETCH PLAN REVIEW

CPN-22-062 **Marathon Engineering, c/o Matt Tomlinson, 39 Cascade Drive, Rochester, N.Y. 14614; representing Edgemere Development, 3850 Monroe Avenue, Pittsford, N.Y. 14534; representing James J. Volpe, 162 Amann Road, Honeoye Falls, N.Y. 14472; owner of property at 0000 Parkside Drive (south side of Parkside Drive and zoned Uptown Canandaigua Form-Based Code—Mixed Use Subarea.**

TM #70.11-1-30.000

Requesting an Area Variance and a Form Based Code Sketch Plan review for a proposed 48-unit multi-family development of a four-story building with a 13,500±-square-foot footprint on a 1.5±-acre parcel with a mix of one- and two-bedroom apartments, community space, 42 parking spaces and associated site improvements.

This application was reviewed by the Planning Review Committee (PRC) on August 15, 2022.

The PRC referred this application to the following Town offices and agencies:

Chris Jensen, Town Code Enforcement Officer
 Canandaigua Lake County Sewer District
 James Fletcher, Town Highway and Water Superintendent
 MRB Group, D.P.C.
 Frank Magnera, Canandaigua City Fire Department
 Canandaigua City School District

The applicant identified the need for a transparency variance from the Form-Based Code:

<u>Item</u>	<u>Required</u>	<u>Proposed</u>	<u>Comment</u>
Section VI Mixed Use Development Subarea	50% ground floor	25% overall	Structural requirements preclude additional transparency.
Facade Requirements:			
Residential Transparency	40% upper story		

Mr. Roland (Edgemere Development), Mr. Glading and Ms. Ramos (SWBR Architects & Engineers), and Mr. Tomlinson (Marathon Engineering) presented this application in the meeting room. Ms. Katerle (Edgemere Development) attended via remote video conference.

Mr. Roland said that the goal of Edgemere Development is to build 48 apartments on Parkside Drive.

The site plan was displayed on the video screen. Mr. Tomlinson provided the following information:

- This is a challenging lot with several constraints including easements, lot shape and topography.
- A four-story building is planned. Conversations have already been held with the Town Environmental Conservation Board and the Fire Marshal.
- An Uptown Canandaigua Form-Based Code Site Plan application was submitted on August 19, 2022; an area variance application for less transparency than required by code on the building façade was submitted to the Zoning Board of Appeals (ZBA) on July 28, 2022.
- The Sketch Plan presentation this evening is a prerequisite to the referral to the Town Board. The Planning Board is to determine if the application complies with the Form-Based Code prior to referral to the Town Board.
- Two points of access into the parcel off from Parkside Drive will be provided. These have been reviewed with the fire department for visibility of the road from the driveways.
- Forty-two (42) parking spaces for the 48 apartments are proposed. This number of parking spaces was determined by Edgemere Development research of their previous projects to avoid overbuilding of parking. Edgemere Development found that .6 parking spaces per unit is roughly the ratio. For the Canandaigua project, the ratio has been established at approximately .87 parking spaces per unit. This seemed to fit and work out here. There also will be an opportunity for public bus transportation and the installation of a bus shelter.
- A regional stormwater management facility is available. The parcel is also located in a drainage district. Stormwater quality treatment will be available on the site. Stormwater quantity will be handled in the off-site regional facility.
- For pedestrian connectivity, connections will be made to the existing sidewalks on Parkside Drive. Sidewalks also will be constructed all the way around the building. A sidewalk connection to Blue Heron Park will be provided.

- The parking spaces will be located in the back of the building to make this an active site. A recreation package also was provided in the materials which were submitted to the Town.
- A setback area variance application also has been submitted to the ZBA to avoid encroachment on a 15-foot-wide RG&E easement and for the curve of the road.

Mr. Glading (SWBR Architects & Engineers) then provided the following information:

- An outdoor court/patio area is proposed. This is in the concept stage now. It will be more fully developed as the project moves forward.
- Planting buffers, benches, seating and an open lawn area will be located on the east side of the building.
- The four-story wood frame apartment building will include eight two-bedroom apartments and 40 one-bedroom apartments. The property manager's office, a reception area, maintenance rooms, mail facilities, laundry facilities, a community area, trash rooms and mechanicals will also be located in the building. Elevator access will be provided to all floors.

Mr. Glading then reviewed the elevation color rendering and other plan drawings on the video screen.

He said that the Form-Based Code requirement of 50 percent transparency on the ground floor and 40 percent transparency on the upper floors are high percentages for privacy and wood frame construction. Mr. Glading said that gravity and lateral work are required for structural measures and this has to be balanced out carefully. He said that the design of the building is in the 25 percent transparency range, as compared to approximately 19 percent transparency in the nearby Trolley Station Apartments. Mr. Glading said that they are doing their best to reach toward the Form-Based Code transparency goal but they would have to build a steel structure to achieve this. He said that the Form-Based Code transparency percentage is a challenging number to hit.

The design of the façade will be a brick face with a strong red color fiber cement panel, with neutral canvas and grey color siding. Each apartment will have a recessed balcony with wood stain. Mr. Glading said that fiber cement will be the dominant material.

Apartments will be located on each of the upper floors. Each floor also will have a lounge area.

Mr. Neal asked if 42 parking spaces for 48 apartments will be enough. Mr. Glading said that this is a common comment with affordable residential projects. He said that the adjacent Trolley Station Apartments have a number of land-banked parking spaces and the parking lot there is never full. He said that they have proposed a little bit more parking [for this project] than they think they need.

Mr. Nadler asked if land-banked parking spaces have been provided on the site plan. Mr. Glading said no. He said that this site is tight.

Mr. Tomlinson said that a few more parking spaces—possibly six to eight more—could be provided if they had to, at the expense of landscaping and buffering. But he said that they feel comfortable that the 42 proposed parking spaces are 25 percent more than they anticipate that they will need.

Ms. VanLaeken asked about handicapped parking spaces. Mr. Tomlinson said that handicapped-accessible parking spaces would be less than the .6 parking spaces per unit and that this is something which the property managers can monitor. He also said that a handicapped parking space could be reserved for a specific apartment.

Mr. Lacourse also asked about the number of handicapped parking spaces. He asked if more spaces would be allocated as handicapped spaces if needed. Mr. Glading said that affordable housing parking ratios tend to be lower than market-rate housing parking ratios. He said that they are reasonably confident that this [42 parking spaces] is a good number. He said that they could look at the parking again, but that onsite management can monitor parking and there is room to wedge in a few more [parking spaces].

Mr. Oyler asked about the dimensions of the parking spaces. Mr. Tomlinson said that the spaces will be 9 feet x 18 feet.

Mr. Glading said that they met with the fire department and worked with the fire marshal regarding fire equipment access to the site.

Mr. Lacourse asked if the two parking spaces for the manager and maintenance employee have been factored in. Mr. Glading said that the ratio of .6 parking spaces per unit is the statistical result of their work, that this ratio meets their needs, and that they have gone above this ratio to .87 [for this project]. Mr. Tomlinson said that the staff levels at this development will be a little lighter [than at other affordable residential developments] because of the number of apartment units.

Mr. Lacourse asked about public transit and school bus access. Mr. Tomlinson said that the school district will adjust their bus stops as the need arises. He said that there is a public transit bus stop just inside the driveway of the neighboring development, off the road right-of-way.

Mr. Neal asked about the cost of rents. Mr. Roland said that the rents will be approximately 10 percent less than market-rate apartments. He said that the apartments will be affordable, but not deeply subsidized.

Mr. Tolbert asked about bicycle and pedestrian areas, and about the inclusion of the Complete Streets initiative in this project. Mr. Glading said that the new sidewalks will provide connections to the existing sidewalks of their two neighboring properties for access to the pedestrian infrastructure. Mr. Tolbert asked if the width [of the sidewalks] will allow for

bicycle traffic. Mr. Glading said that they will provide bicycle locking and that they assume that bicyclists will leave from the site.

Mr. Tolbert asked about electric vehicle (EV) charging stations. Mr. Glading said that the State funding agency to which they will apply requires that any parking area which exceeds 20 parking spaces must provide a number of EV charging stations. Mr. Tomlinson said that they would expect that the EV ratios will continue to grow. Mr. Tolbert asked if the EV charging stations in this project will be open to the public. Mr. Glading said that these charging stations will be open only to anyone using the property, and not to anyone on the street. Mr. Tolbert asked if they are talking about build-ready incentives. Mr. Glading said that they are using the affordable housing standards. Mr. Roland also said that they are proposing solar panels to be installed on the roof.

Mr. Glading said that the EV charging station spaces will be designated with signs, and that tenants could park there if no other parking spaces were available.

Mr. Oyler asked if the applicant has received State funding for this project. Mr. Glading said that State funding is a competitive application process and that to be competitive they would like to receive site plan approval prior to making their funding application.

Mr. Oyler asked about the timing of the grant application. Mr. Roland said that the grant application is due on Tuesday, November 29, 2022, and if approved, they must break ground six months after approval. Mr. Tolbert asked in general about the grant incentives. Mr. Glading described the New York State Homes and Community Renewal (HCR) tax credits program. He said that funding is built around the core of tax credits and that a grant comes with a low-interest loan which avoids the developer from having hard debt on a project like this.

Mr. Nadler said that he is hearing from the discussion this evening that the board is concerned about parking.

Mr. Oyler asked about the landscaping plan. The plan was displayed and reviewed on the video screen. Mr. Glading said that they are consulting the planting list in the Form-Based Code. He said that they will have plantings around the building and some shade trees on the property in the area of bioretention area. He also said that some trees will break up the parking area. Mr. Tomlinson said that the plantings must dodge the existing natural gas line and easements. He said that they went with a number of shrubs instead of trees in case the plantings have to be moved. Mr. Tomlinson said that all trees will be outside of the sanitary sewer easement and that they are working with NYSE&G on this. Mr. Oyler said that there are buffering requirements in the Form-Based Code.

Mr. Oyler asked about site lighting. He said that the cut sheets are specific. Mr. Tomlinson said that up to 18-foot poles will be installed in the parking areas, and 12-foot poles will be installed in the pedestrian routing areas with dim-able fixtures. He described the fixtures on the lighting drawing, some of which include light-shielding devices.

Mr. Oyler asked about lighting on the building. Mr. Glading said that the patios will have decorative lighting fixtures and that a few accent lights will be installed near the entrance. Egress lights will be installed on the stairs. Wall wash access fixtures also will be installed.

Mr. Oyler asked about signage. Mr. Tomlinson said that they have not yet decided on a building-mounted or a monument sign. He said that either way they know that they will have to come back to the Planning Board for sign approval.

Ms. Bonshak extended thanks to Mr. Roland, and to his engineer and architect, for the presentation this evening. She said that everyone is learning as they go on how to interpret the Form-Based Code.

Mr. Tomlinson said that they presented this application to the Ontario County Planning Board which voted to recommend approval of the variances and the site plan. He said that he answered similar questions and worked through the responses with the County board.

Mr. Nadler said that the applicant must show land-banked parking. He said that he can see the negotiation on the easement and parallel parking, but that they have to look at this [parking]. He suggested that the applicant discuss obtaining an easement [for additional parking] at the Trolley Station Apartments. Mr. Glading suggested that they present a parking demand analysis for their project to the Planning Board. Mr. Oyler said that he would like to see the .6 parking spaces per unit analysis and the .87 parking ratio for this specific project. He also said that he would like to see parking analyses from the applicant's other projects.

Mr. Nadler said that the applicant will still need to have one parking space per unit, and some land-banked parking, perhaps on an adjacent property.

Mr. Oyler said that he would like to see the applicant's parking analyses before a Planning Board vote is taken [to refer this application to the Town Board]. He said that the Planning Board has the prerogative to base its decision on actual industry-accepted traffic standards for parking, or a case study. Mr. Tomlinson said that he will provide this information to the board. Mr. Glading said that they owe the board good data, and that they do not wish to over pave or under pave.

Mr. Lacourse asked about the handicapped symbols on the last page of the floor plan drawing. Mr. Glading said that they depict two different symbols. He said that the outline symbol denotes the State minimum level of adaptability for future accommodations, and that the full symbol denotes handicapped accessible facilities.

Ms. Bonshak then reviewed the following prospective schedule for future presentations of this application:

Monday, October 17, 2022

Town Board meeting

Tuesday, October 18, 2022

Zoning Board of Appeals meeting

Tuesday, October 25, 2022

Planning Board meeting

Mr. Tomlinson asked if the Planning Board will prepare a report to the Town Board as a result of the meeting this evening. Ms. Bonshak said that the Planning Board could provide a report to the Town Board following the meeting this evening if the Planning Board is ready to vote on a recommendation resolution tonight.

Mr. Nadler asked if the board is prepared to take this recommendation vote tonight.

Mr. Oyler said that the discussion this evening is based on a Sketch Plan review as stated on the agenda and that he is unsure if the board is in a position this evening to vote on a recommendation to the Town Board. He then reviewed the Form-Based Code flow chart which indicates that the Planning Board will make a recommendation to the Town Board if the Planning Board determines that the application complies with the Form-Based Code.

Inasmuch as the application requires relief from the ZBA to make it in total compliance, Mr. Nadler said that the Planning Board could make this recommendation this evening with the condition that the ZBA grants the applicant's variance applications (transparency and set back variances).

Ms. Bonshak said that the board may wish to expedite the process for the applicant in order for the applicant to meet the State grant application deadline in November. Mr. Tomlinson said that they have already submitted their Preliminary application to the Town.

Mr. Brabant also reviewed the Form-Based Code flow chart. He said that the application does not comply with the Code this evening because of the need for two area variances from the ZBA.

Mr. Nadler said that he will review the Form-Based Code procedural requirements tomorrow, and will then issue a recommendation on how to proceed. In the meantime, he said that it is acceptable for the Planning Board to say that the application meets the minimum requirements [of the Form-Based Code] on the condition that the applicant receives the two requested area variances from the ZBA.

Mr. Oyler said that another option would be for Ms. Bonshak to submit the Planning Board's draft minutes pertaining to the board's discussion on this issue from the meeting this evening to the Town Board for its review and discussion. Mr. Oyler said that for the most part the Planning Board likes the project, that the board can endorse it without committing to the approval of the site plan, and the discussion this evening is something to present to the Town Board to show what has been discussed at the Sketch Plan stage. Ms. Bonshak said that the Town Board has already seen this application and that the project will not be unfamiliar to the Town Board.

Mr. Oyler said that if the Town Board also has concerns about parking, then the Town Board can send that back to the Planning Board for further review, knowing that the issue of parking will be discussed by the Planning Board during consideration of the site plan.

Mr. Lacourse asked if the Planning Board should vote on a resolution this evening that the application complies with the provisions of the Form-Based Code.

Mr. Nadler said that the Planning Board should not vote on a resolution this evening that the application complies with the provisions of the Form-Based Code, because it does not comply. He said that the ZBA must first consider the applicant's two variance requests.

Mr. Tolbert requested that the applicant consider the Complete Streets concept in this site plan, i.e., for bicyclists and pedestrians.

Mr. Nadler also requested that the applicant provide additional details on the State grant program and subsidy. He asked that a summary of these topics be included in the application materials.

The Planning Board then agreed to the following consensus:

■ **CONSENSUS:** The Planning Board is not opposed to this application moving forward in the Form-Based Code process, pending the outcome of the Zoning Board of Appeals applications.

There were no additional comments or questions on this application this evening.

7. BOARD BUSINESS

Approval of minutes of September 13, 2022:

■ A motion was made by MS. VANLAEKEN, seconded by MR. NEAL, that the minutes of the September 13, 2022, meeting be approved.

Motion carried by voice vote. Mr. Lacourse abstained due to his absence from the meeting on September 13, 2022.

8. BOARD AND STAFF DISCUSSION

Mr. Oyler said that updated design standards have been prepared by Mr. Brabant and are now under review.

Ms. VanLaeken said that she will provide an update on the topic of affordable housing at either the second board meeting in October or the first board meeting in November.

Mr. Tolbert said that the Town should begin consideration of amendments to the Town Code for the installation of electric vehicle (EV) charging stations.

Requesting a Single-Stage Site Plan approval for the demolition of two existing small cottages, construction of a new single-family residence, on-site wastewater treatment system and associated site improvements on an existing parcel within the RLD Zoning District as shown on the Single-Stage Site Plan prepared by Marathon Engineering dated July 1, 2022, last revised July 27, 2022, and all other relevant information submitted as of September 13, 2022 (the current application).

This application was reviewed by the Planning Review Committee (PRC) on July 11, 2022.

The PRC referred this application to the following Town offices and agencies:

Chris Jensen, Town Code Enforcement Officer
Town Environmental Conservation Board
James Fletcher, Town Highway and Water Superintendent
Ontario County Planning Board
MRB Group D.P.C.
Kevin Olvany, Watershed Manager, Canandaigua Lake Watershed Council
Cheshire Fire Department
Leif HerrGesell, Town of Canandaigua Historian
Sheryl Robbins, P.E., New York State Department of Health

Mr. Oyler resumed the consideration of this application which had been continued from the meetings on August 24, 2022; September 13, 2022; September 27, 2022; and October 25, 2022.

Ms. Bonshak said that the applicant will appear before the Zoning Board of Appeals (ZBA) on November 15, 2022, for the presentation of an Area Variance application regarding the setback from a stream.

Mr. Oyler said that the site plan application has already been continued to the Planning Board meeting on November 22, 2022, assuming the approval of the Area Variance by the ZBA on November 15, 2022.

No action was required on this application at this meeting.

There were no additional comments or questions on this application this evening.

4. SITE PLAN APPROVAL WITHIN THE FORM-BASED CODE—MIXED USE SUBAREA

CPN-22-062 **Marathon Engineering, c/o Matt Tomlinson, 39 Cascade Drive, Rochester, N.Y. 14614; representing Edgemere Development, 3850 Monroe Avenue, Pittsford, N.Y. 14534; representing James J. Volpe, 162 Amann Road, Honeoye Falls, N.Y. 14472;**

owner of property at 0000 Parkside Drive (south side of Parkside Drive and zoned Uptown Canandaigua Form-Based Code—Mixed Use Subarea.

TM #70.11-1-30.000

Requesting Site Plan approval for construction of a 48-unit multi-family four-story building with a mix of one-bedroom and two-bedroom apartments, community space, parking lots, and associated site and drainage improvements located at 0000 Parkside Drive and within the Form-Based Code—Mixed Use Subarea, and detailed on site plans titled “Preliminary Site Plans for Parkside Drive Apartments” prepared by Marathon Engineering, dated August 1, 2022, and all other relevant information submitted as of October 25, 2022 (the current application).

This application was reviewed by the Planning Review Committee (PRC) on August 15, 2022.

The PRC referred this application to the following Town offices and agencies:

Chris Jensen, Town Code Enforcement Officer
 Canandaigua Lake County Sewer District
 James Fletcher, Town Highway and Water Superintendent
 MRB Group, D.P.C.
 Frank Magnera, Canandaigua City Fire Department
 Canandaigua City School District

The Planning Board reviewed the Sketch Plan for this application on September 27, 2022.

The applicant identified the need for a transparency variance from the Form-Based Code:

<u>Item</u>	<u>Required</u>	<u>Proposed</u>	<u>Comment</u>
Section VI Mixed Use Development Subarea	50% ground floor	25% overall	Structural requirements preclude additional transparency.
Façade Requirements: Residential Transparency	40% upper story		

(See Planning Board minutes of September 27, 2022, pp. 22–29 for the project description and the discussion of the Sketch Plan.)

Following the Sketch Plan discussion on September 27, 2022, , it was the consensus of the Planning Board that the board was not opposed to this application moving forward in the Form-Based Code process, pending the outcome of the Zoning Board of Appeals (ZBA) applications.)

On October 18, 2022, the ZBA granted the following variances:

Granted: 19% variance for façade within the build-to zone.

Granted: 25% ground floor transparency.

Granted: 15% upper floor transparency.

Mr. Oyler said that this application is being returned to the Planning Board following the Form-Based Code flow chart now that the ZBA has granted the variances. He said that the Town Board is looking for a recommendation from the Planning Board on this application. Ms. Bonshak said that the Planning Board's recommendation will be on the Town Board agenda on Monday, November 21, 2022.

Mr. Glading (SWBR Architects & Engineers) presented this application in the meeting room. Ms. Ramos (SWBR Architects & Engineers) and Mr. Oster (Edgemere Development) also attended in the meeting room. Ms. Katerle (Edgemere Development) attended via remote video conference.

Mr. Glading said that the Town Board voted on this application at the original presentation. Ms. Bonshak said that the original presentation was a Sketch Plan review because area variances were required and had not yet been granted. She said that the Town Board is expected to endorse the formal site plan at its meeting on November 21, 2022.

Mr. Oyler said that the Planning Board had expressed concern about the number of parking spaces which had been originally proposed (42 parking spaces for 48 apartments). Mr. Glading said that a parking analysis of the developer's 12 similar apartment projects supports their proposal for 42 parking spaces at the Canandaigua location. He referred to the following parking analysis which was submitted by Mr. Oster to the Town on October 31, 2022:

This letter is written in connection with the new apartment building proposed on Parkside Drive in the Town of Canandaigua. Edgemere Development intends to construct a new 48-unit apartment complex targeted to Canandaigua's workforce. The building will ultimately contain 40 one-bedroom and eight two-bedroom apartments and residential common areas.

The new project is proposed to include 42 parking spaces. This number is supported by an analysis of comparable properties' parking utilization, which is summarized in the following table:

Property	Senior	Units	Tenants (Individuals)	Registered Vehicles	% of Residents with Cars
Eastgate Apts.	N	102	180	28	15%
Fredrick Douglas	N	28	36	9	25%
Lincoln Gardens	N	25	25	11	44%
Oak Creek	N	150	350	84	24%
Voters Block	N	47	56	26	46%

Bartlett Gardens	Y	43	45	18	40%
College Greene	Y	110	116	72	62%
Farmington Gar.	Y	88	89	70	79%
Gardens at TC	Y	176	202	108	53%
Kibler Apts.	Y	75	81	38	47%
Muldoon Gar.	Y	31	33	23	70%
Ogden Gardens	Y	89	96	68	71%

It is worth noting certain things about these properties: (1) all properties are exclusively or primarily residential housing; (2) parking data accounts for any on-site staff; (3) with the exception of Bartlett Gardens all of these properties are located within 100 miles of the Parkside Drive site in upstate and western New York communities; (4) all of these properties are regulated as either affordable senior or workforce housing.

This information was further distilled to separate senior vs. workforce parking utilization:

Average % of Residents with Cars in Housing Portfolio

60% Senior
31% Non-Senior
48% All

Since the proposed project is a workforce housing project not restricted to seniors, the non-senior utilization percentage (i.e., 31% in the above chart) was used to arrive at a projected parking need for Parkside Drive. The five non-senior projects listed above are located in Elmira, Rochester, Hornell, Auburn and Rochester, respectively. Further, to account for any other unknown variables and provide cushion, this percentage was rounded up to 75%.

Project Number of Cars for 48 Units (55 Residents)

Assuming a 75% Utilization

42

This figure synchronizes with the proposed site plan.

Finally, in the event there is additional parking needed, the adjacent property owner (DePaul) has agreed to provide up to 10 additional spaces to our property. They have confirmed that their apartment complex (Trolley Station) has excess parking that can be used for this purpose. A support letter from the president of DePaul is provided as additional information (*see* letter from Mark Fuller, President, DePaul, dated October 17, 2022, in the project file).

—Charlie Oster, Vice President, Edgemere Development Inc.

Mr. Glading said that based upon the parking analysis, and with DePaul providing 10 additional parking spaces indefinitely, if needed, Edgemere Development feels comfortable with the proposed number of parking spaces. He also said that the parking spaces at Trolley Station already exist.

Mr. Brabant said that it will be helpful if Mr. Glading provided an updated parking plan which should include the locations of parking spaces to be used by maintenance staff. Mr. Glading said that they are up to date with the site plan [regarding this]. Mr. Brabant said that it will be easier to discuss the application by having the updated plan. Mr. Oyler said that the parking analysis had not yet been posted to the Planning Board website for the board's review. He said that the Planning Board will need this information prior to the site plan review on November 22, 2022.

Mr. Tomlinson said that they are working on addressing the MRB Group engineering comments and will have a response letter by the middle of next week. He said that anything which is not yet in the application materials of record will be submitted to the Town.

Mr. Brabant said that the two major items which will be needed are the parking analysis and the applicant's responses to the engineering comments.

Mr. Glading said that they agree that the board must have this information.

Mr. Oyler said that the extent of the Complete Streets initiative was also discussed at the Planning Board's Sketch Plan review. Mr. Glading said that there is limited ability to provide for Complete Streets at this site. He said that the applicant will provide connections to existing sidewalks, bicycle access and storage for the residents, and vehicle loop circulations for fire and emergency vehicles. He said that this site is not rural and is not urban, and that they believe they are meeting the intent of the Complete Streets initiative.

Mr. Tomlinson said that the Complete Streets initiative is really for subdivisions or for projects which require road improvements. He said that these are outside the scope of this project.

Mr. Tolbert said that the Complete Streets initiative is specifically called out in the Form-Based Code. He said that although everyone is still learning about the [implementation] of the Code, he struggled with the approval of the variances on this first project in the Form-Based Code Mixed Use Subarea, and especially with a 25 percent ground-floor transparency variance (when 50 percent is required).

Mr. Glading said that the wood construction of this multi-family building required a design which could support a structure of this type. He also said that a 50 percent ground-floor transparency is not a transparency for a family residential structure. He said that the transparency of the neighboring residential development (Trolley Station) is 19 percent and that the transparency of another nearby development is 30 percent. Mr. Glading said that it is his position that he agrees with the intent of the transparency percentage but that the num-

bers do not meet the design. Mr. Glading said respectfully that he expects that the Town will see a number of these types of variances.

Mr. Tolbert asked if the Town has designed the Form-Based Code incorrectly.

Ms. Bonshak said that the Town has not designed the code incorrectly but that it has been based upon a more urban community. She suggested that perhaps the code should have several transparencies for various land uses.

Mr. Glading requested that Ms. Bonshak share his comparisons with the Town Board. Ms. Bonshak said that she would do so. Mr. Glading said that this [the transparency percentage] is a number which needs to be tweaked in the code.

In response to Mr. Tolbert's comment on the Complete Streets initiative, Mr. Tomlinson said that the applicant is providing connectivity to existing sidewalks and will add bicycle lanes and other improvements. Mr. Glading said that this project is not creating a new road. Ms. Bonshak said that Parkside Drive is an existing road and that we are not asking the applicant to add Complete Streets initiatives to an existing road.

Mr. Tolbert said that we stated that we wanted to move toward Complete Streets and this is an area we have cited for it. He said that we should expect to upgrade this area, and that Uptown Canandaigua is one of the identified areas of the Town.

Mr. Tomlinson said that he reviewed the Form-Based Code and that he did not see a reference in it to Complete Streets.

Ms. Bonshak said that we have the Complete Streets plan and this is a paradigm street. Mr. Oyler said that perhaps this is why a Highway Management Plan is needed—to identify where we want Complete Streets. He said that he consider the requirement of a developer to include the Complete Streets initiative in the Form-Based Code area if a new road were to be proposed, which would have to meet the Town design standards. He suggested that a contribution from a developer could be requested to be used toward the Complete Streets improvements [when a new road is constructed].

Mr. Tolbert asked about receiving an easement for space. Mr. Glading said that the proposed structure will be located behind an existing RG&E easement. He said that the proposed sidewalks are already pushed back on the other side of a drainage swale.

Mr. Tomlinson said that the new building will be 40 feet from the edge of the pavement. He said that the sidewalk will match the end of the existing sidewalk about 20 feet from the edge of the pavement. Mr. Oyler said that a portion of the land outside the utility easement could be reserved for future highway purposes which could include the implementation of Complete Streets by the Town in the future. Mr. Glading said that this area is not theirs to give or to design, that this land belongs to the Town, and that the applicant's property is a foot or less from the utility easement.

Mr. Tomlinson said that the proposed plan reserves an additional six feet for sidewalk and that the Town will have 26 feet for potential future improvements [along Parkside Drive].

Mr. Glading then reviewed the locations of the edge of pavement line, the utility easement, and the drainage swale on the site plan which was displayed on the video screen. He said that surface improvements are permitted over the easement but that no structures can be built on the easement.

Mr. Oyler said that the Town Board will take up the Planning Board's recommendations at its meeting on November 21, 2022. He said that the formal site plan could then be considered at the Planning Board meeting on November 22, 2022.

There were no additional comments or questions on this application this evening.

4. BOARD BUSINESS

A. Approval of minutes of October 25, 2022:

■ A motion was made by MR. OYLER, seconded by MR. TOLBERT, that the minutes of the October 25, 2022, meeting be approved.

Motion carried by voice vote.

B. Referral from the Town Board:

Venezia Group, c/o Rocco Venezia, 5120 Laura Lane, Canandaigua, N.Y. 14424

Petition to rezone a 44.2-acre lot at 2435 Brickyard Road from Industrial to Mixed Use Overlay and to amend the Official Zoning Map.
TM #70.00-1-67.111

August 12, 2022

Petition received by Town Clerk

September 12, 2022

Town Board referred the petition to the Planning Board for an advisory report (Town Board Resolution #2022-240). The Planning Board has 60 days from the date of the Town Board resolution to provide the report.

October 11, 2022

Planning Board discussion and request for additional information (concept plan, overall plan, market analysis, and narrative describing the proposed development); discussion continued to November 9, 2022.

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424

Phone (585) 394-1120 • Fax (585) 394-9476

Planning Board Decision Notification

Meeting Date: November 9, 2022

Project: CPN-22-062

Applicant

Marathon Engineering
c/o Matt Tomlinson
39 Cascade Drive
Rochester, NY 14614
and
Edgemere Development
3850 Monroe Avenue
Pittsford, NY 14534

Owners

James J. Volpe
162 Amann Road
Honeoye Falls, NY
14472

Project Type

Planning Board
Advisory Report to
the Town Board: Site
Plan within the Form-
Based Code—Mixed
Use Subarea

Project Location

0000 Parkside
Drive (south side
of Parkside Drive)

Tax Map #

70.11-1-30.000

TYPE OF APPLICATION:

- ☐ Preliminary ☐ Final Phased ☐ One/Single Stage
☐ Subdivision ☒ Site Plan ☐ Special Use Permit

Applicant Request:

- ☐ Granted ☐ Denied ☐ Tabled
☐ Continued to:
☐ See attached resolution(s)

STATE ENVIRONMENTAL QUALITY REVIEW (SEQR):

- ☐ Type I ☐ Type II ☐ Unlisted
☐ See Attached resolution(s):

Negative Declaration Date:

Positive Declaration Date:

Advisory Report to:

- ☒ Town Board ☐ ZBA ☐ N/A ☐ See attached resolution(s)

See minutes of Planning Board meeting of November 9, 2022.

Surety Requirements:

- ☐ Landscaping: \$ ☐ Soil Erosion: \$
☐ Other (specify): \$

Surety Release:

Certified By:

Chairperson, Planning Board

Date:

11/14/22

ATTACHMENT 14



Vicinity Map N.T.S.

T.m. # 70.00-1-67.111
Zoning Chart
Town of Canandaigua

Zoning District	Industrial	Proposed MUO
Min lot area	43,560 SF	6,000 SF
Min lot width	175'	50'
Min front yard setback	60'	30'
Min side yard setback	25'	8'
Min rear yard setback	50'	8'
Min rear yard setback (access)	40'	8'
Max building height	48'	35'
Max accessory structure height	16'	16'
Max building coverage	30%	40%

- Site Data**
- Existing zoning is Industrial MUO
Minimum lot size: 1 Acre
Minimum lot width: 175'

Front setback: 60'
Rear setback: 50'
Side setback: 25'
Maximum building height = 48'
Total of 5 Single Family Homes
 - This project is not situated in any recorded floodplain or wetland area.
 - Distances shown are horizontal ground distances, all distances and elevations shown are measured in decimal feet, vertical datum is NAVD 88, horizontal datum is NYS grid.
 - Total area of Phase 1: 970 Acres.
 - Property is located in flood zone x per FEMA community panel number 360598 0015 C map last revised March 3, 1997.
 - Contour Datum: NAVD88
 - 1.081 Acres Conserved (55%)

Daniel C. Hackett
Licensed Landscape Architect
signed

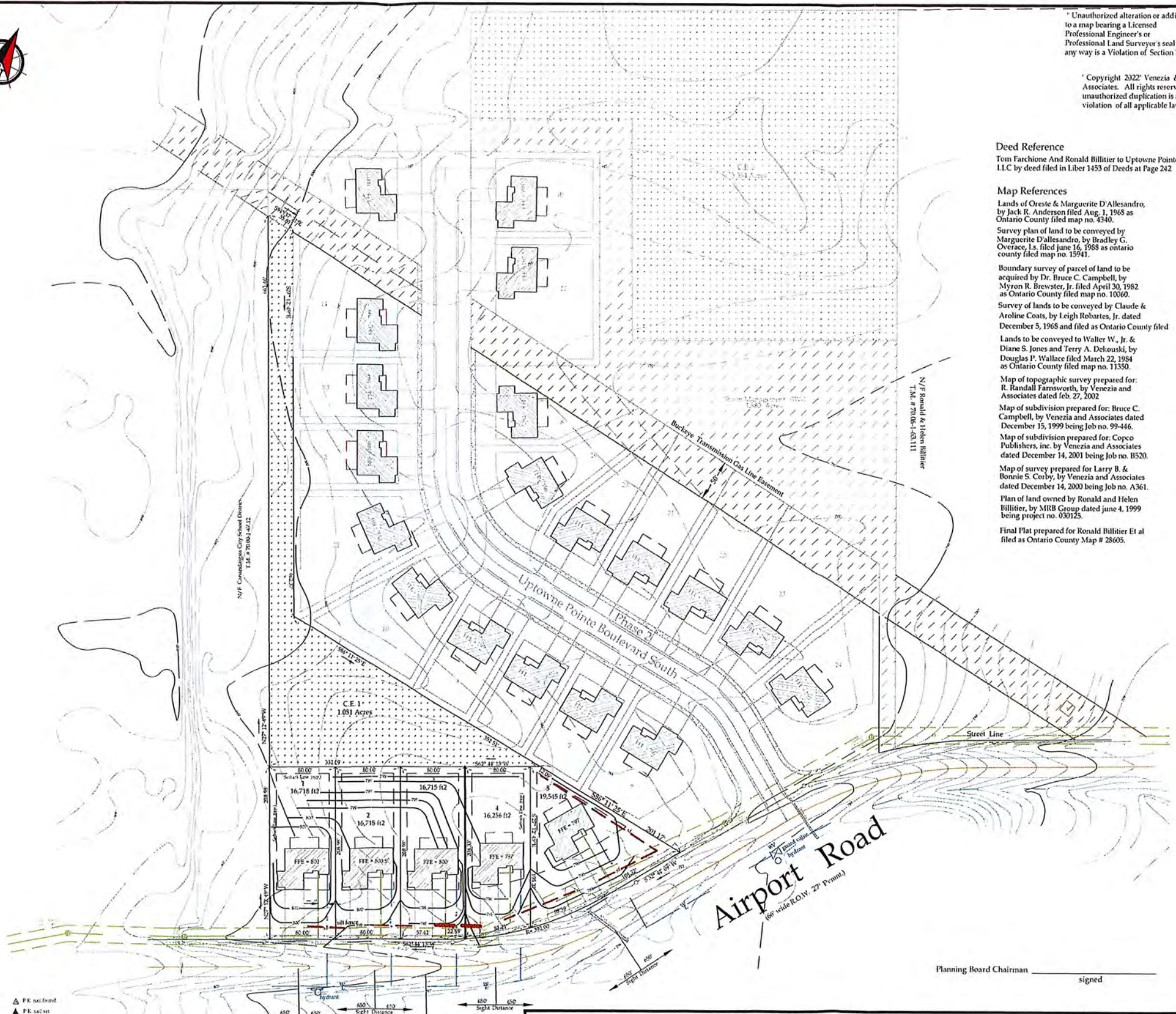
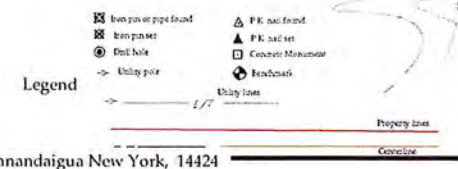
This is to certify that I am a
Licensed Land Surveyor and that this plan
was completed on August 12, 2022
from notes of an instrument survey
performed on January 18, 2022.



Rocco A. Venezia
License No. 049761
signed

Rocco A. Venezia Land Surveyor

Revisions	NO	Date	Description	By



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

* Copyright 2022 Venezia & Associates. All rights reserved. Unauthorized duplication is a violation of all applicable laws.

Deed Reference
Tom Farchione And Ronald Billitter to Uptowne Pointe LLC by deed filed in Liber 1453 of Deeds at Page 242

Map References
Lands of Oreste & Marguerite D'Allesandro, by Jack R. Anderson filed Aug. 1, 1968 as Ontario County filed map no. 4340.
Survey plan of land to be conveyed by Marguerite D'Allesandro, by Bradley G. Overace, Is. filed June 16, 1968 as Ontario County filed map no. 15941.
Boundary survey of parcel of land to be acquired by Dr. Bruce C. Campbell, by Myron R. Brewster, Jr. filed April 30, 1982 as Ontario County filed map no. 10060.
Survey of lands to be conveyed by Claude & Aroline Coats, by Leigh Robartes, Jr. dated December 5, 1968 and filed as Ontario County filed
Lands to be conveyed to Walter W., Jr. & Diane S. Jones and Terry A. Delouski, by Douglas P. Wallace filed March 22, 1984 as Ontario County filed map no. 11350.
Map of topographic survey prepared for: R. Randall Farnsworth, by Venezia and Associates dated Feb. 27, 2002.
Map of subdivision prepared for: Bruce C. Campbell, by Venezia and Associates dated December 15, 1999 being Job no. 99-446.
Map of subdivision prepared for: Copco Publishers, Inc. by Venezia and Associates dated December 14, 2001 being Job no. 0520.
Map of survey prepared for: Larry B. & Bonnie S. Corby, by Venezia and Associates dated December 14, 2000 being Job no. A361.
Plan of land owned by Ronald and Helen Billitter, by MRB Group dated June 4, 1999 being project no. 030125.
Final Plat prepared for Ronald Billitter Et al filed as Ontario County Map # 28605.

Owner/Developer
Venezia Group LLC
5120 Laura Lane
Canandaigua NY 14424
www.veneziasurvey.com

Uptowne Pointe Phase 1
Showing Land
at
2435 Brickyard Road
Town of Canandaigua
County of Ontario State of New York
(585)396-3267 Fax. No. (585) 396-0131 E-mail rocco@veneziasurvey.com

File Uptowne Pointe Phase 1
T.m. # 70.00-1-67.111
Scale 1"= 60'

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

Established 1789

Planner's Analysis (updated 11/4/2022)

PROPERTY OWNER: Uptowne Pointe, LLC

PROPERTY ADDRESS: 2435 Brickyard Road

TAX MAP NUMBER: 70.00-1-67.111

ZONING DISTRICT: I- Industrial

Reference Documentation

Petition to Amend the Official Zoning Map- Mixed Use Overlay District, dated 8/12/2022, received 08/12/2022.

Letter from Rocco Venezia, Venezia Group, to Town of Canandaigua Development Office, dated 8/08/2022, received 08/12/2022.

Conceptual Plan titled, "Uptowne Pointe Phase 1," prepared by Rocco A. Venezia, Land Surveyor, dated 8/12/2022, received 8/12/2022.

Resolution No. 2022-240: Authorization to Proceed with Mixed Use Zoning, Referral to Planning Board for Advisory Report.

Town of Canandaigua Uptown Canandaigua Mixed-Use and Transportation Corridor Feasibility Study, March 2019.

Town of Canandaigua 2021 Comprehensive Plan Update.

Letter from Rocco Venezia, Venezia Group, to Town of Canandaigua Development Office, dated 10/26/2022, received 10/26/2022. (new material)

Conceptual Plan titled, "Uptowne Pointe Phase 1," prepared by Rocco A. Venezia, Land Surveyor, dated 2/23/2022, received 10/26/2022. (new material)

Project Description

Applicant is proposing to rezone 2435 Brickyard Road (TM # 70.00-1-67.111) from Industrial to Mixed Use Overlay. Applicant is proposing to buildout a two phased residential project; Phase 1 at five (5) lots and Phase 2 at nineteen (19) lots.

Determination:

The plan, as presented, is a very basic sketch/conceptual plan. The plan, in its current form, does not warrant a full-scale site plan analysis but merely a determination as to how it meets the general intent of the MUO.

Ultimately, the following design standards will be applicable later, but should also be considered now;

1. A site plan that will continue to attract appropriate development in order to expand upon the economic and fiscal base of the Town in a manner that maintains the unique character of the respective growth node and contributes to maintaining a high quality of life within the community;
2. A site plan that encourages architectural and site design that is compatible with the site's surroundings;

3. A site plan that encourages buildings that provide an appropriate transition between adjacent sites within the growth nodes;
4. A site plan that encourages buildings that are protective of open space resources important to the Town;
5. A site plan that establishes a clear and consistent character for new structures with existing structures and sites;
6. A site plan that reduces delays and avoids confusion that developers, landowners, or business operators may encounter during the construction phase of the proposed project; and
7. A site plan that the Planning Board finds will minimize land use conflicts between adjacent sites and within the growth node area to the greatest extent practicable.

Considerations for the Planning Board:

Is it the intent of the applicant to request a rezoning of the entire parcel?

Phase 1 and Phase 2 are for a portion of a larger, 42-acre lot. Pieces of the parcel were recently subdivided into 4, three-acre, Industrial lots. The Planning Board has an active application for a mini-storage facility on one of the parcels.

How does this meet the intent of the Uptown Canandaigua study (2019)?

This proposal involves replacing industrially zoned land with residential which is not recommended. According to the Uptown Plan from 2019, the Town has just under 100 acres of industrial land use within the Uptown Corridor. Although only approx. 7 percent of land in the Town is zoned industrial, nearly all of Canandaigua's industrial facilities are located within Uptown. It is noted in the Uptown Plan and needs to be called out in this report, the importance of supporting both existing operations and accommodate future growth in the industrial sector in a way that positively contributes to the redevelopment of Uptown over time.

I have re-attached visuals, from Pages 85 and 86 of the Uptown Plan, and hash tagged the parcel in question. Recommendations keep over 90 percent of that parcel in the Industrial zone.

Residential areas, with a mix of different housing types, are better suited, and recommended for buildout along Thomas Road and Sommers Drive. A small portion of the parcel is in that area and could support residential. Page 148 of the Uptown plan details the Mixed-Use Residential area and purpose, and the applicant should address this.

How does this proposal meet the intent of the Town of Canandaigua 2021 Comprehensive Plan Update?

The Town will promote development of sense of place and a diverse and sustainable tax base with a variety of employment options. It will maximize opportunities for commercial, industrial, and service sector development without compromising the town's natural, cultural, and historic resources. Additionally, we the Town, over time, has lost close to fifty percent of its industrial zoned property.

The Town's solar code is currently being updated to better reflect the changing nature of the solar industry as well as protect the Town. One of the recommendations is to keep basically all solar in the industrial areas of the Town. Being this is a 42-acre industrial parcel, are there implications on limiting alternative energy citing if it is rezoned?

Is this rezoning of 42 acres from industrial to residential warranted in maximizing industrial opportunities?

Connectivity?

Prior submissions to rezone this parcel addressed the Auburn Trail and a connection along the gas line near which cuts through the area. How will this proposal meet the interconnectivity and expansion of the Auburn Trail. In the updated materials, the applicant did state a trail will be provided along the gas easement.

Justification from the applicant?

Has the applicant clearly addressed how this parcel rezoning meets the intent of the adopted land use plans for the Town of Canandaigua? The applicant did provide a more detailed plan of the entire parcel. Unfortunately, the justification, lacked the detail requested from Staff as well as the Planning Board. Questions like, how does this meet the vision for Uptown Canandaigua? Does it meet the intent of the Comprehensive plan? If residential is warranted in this area, where is the data that warrants that claim?

Referral to the Planning Board:

The Planning Board must review the application and submit a report to the Town Board prior to them making a recommendation.

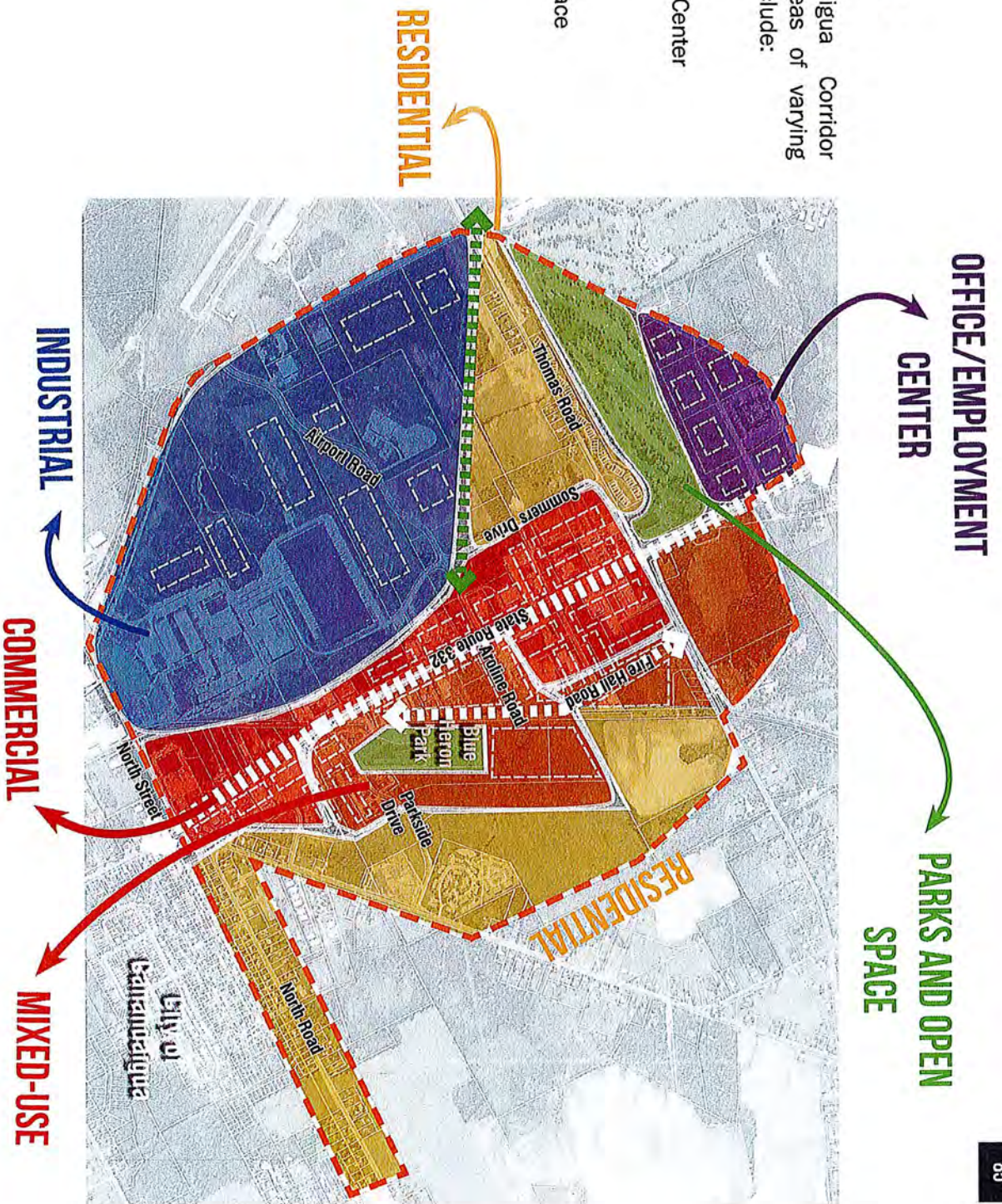
DATE: 11/4/22

BY: 
Shawna Bonshak – Town Planner

CHARACTER AREAS

The Uptown Canandaigua Corridor is comprised of six areas of varying character. These areas include:

1. Industrial
2. Office/Employment Center
3. Commercial
4. Mixed-Use
5. Residential
6. Parks and Open Space



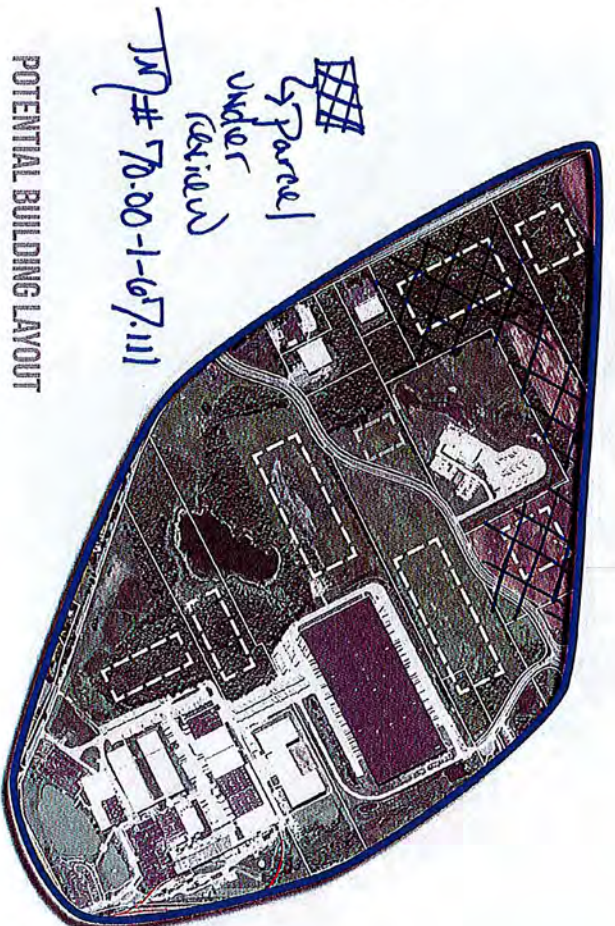
INDUSTRIAL CHARACTER AREA

The Industrial Character Area lies on the western portion of the Uptown Canandaigua Corridor between North Street and Thomas Road. This area is primarily vacant land. Pactiv Corporation, the largest employer in Ontario County, comprises almost half of this land. Other industrial type uses in this district include the Canandaigua Bus Garage, Corsair Display Systems and Badge Machine Products.

The Town of Canandaigua and the Uptown Canandaigua Corridor benefit immensely from the corporations that exist in this area due to the jobs that are supported. The industrial market has been strengthening in Ontario County and the Town; however, there remains a constrained supply of industrial businesses within the area. This industrial district is important to the future of employment opportunities within the Town.

The Canandaigua Airport, which lies just outside the Uptown area, has the ability to support additional light manufacturing, warehousing, and office space due to its proximity and load capacity.

Additional light manufacturing, warehousing, business parks, and employment centers are expected over the next 20 years to foster additional tax base and employment opportunities for the Town and Uptown residents.



POTENTIAL BUILDING LAYOUT



REPRESENTATIVE IMAGE OF LIGHT INDUSTRIAL BUILDING



REPRESENTATIVE IMAGE OF LIGHT INDUSTRIAL/BUSINESS PARK

ADVISORY REPORT

TO: Town Board

FROM: Planning Board

DATE: November 9, 2022

RE: Petition submitted by Venezia Group LLC to rezone property at 2435 Brickyard Road from Industrial to Mixed Use Overlay

At its meeting on September 12, 2022, the Canandaigua Town Board adopted Resolution #2022-240 and referred the subject rezoning request to the Canandaigua Planning Board for its review and the preparation of an advisory report back to the Town Board with its findings and recommendations.

The applicant's initial submission of Aug 12, 2022 included the petition, a cover letter and a site plan showing how the rezoned property could be developed. The intent is develop a portion (15 acres or so) of the total property with single family residential lots. The initial correspondence from the applicant lacked detail for the justification for the change of zoning and how what was proposed tied into other lands the applicant owned or had interest in.

During its October 11 meeting, the Planning Board expressed to the applicant its lack of information in order to conduct a review of the petition and requested a more detailed justification for the request to apply the MUO overlay as well as provide a conceptual plan as to how the residential use proposed would be connected to adjacent lands that could be rezoned and developed in the future.

Prior to the Planning Board's meeting of November 9th, the Town Development office received from the applicant a conceptual plan of how the lands north of the gas line easement could be connected and developed should the requested rezoning be approved. The transmittal letter that came with the plan was a duplicate of what was submitted initially by the applicant and provided no further justification for why the applicant felt the rezoning was appropriate.

Given this limited information, the Planning Board continued its review of the rezoning request in order to provide the Town Board a report within the 60 day time limit. At the meeting the applicant testified orally why he was requesting the rezoning which is detailed in the meeting minutes. Questions were asked by Board members and staff of the applicant's testimony.

Prior to the meeting, the issue of the petition applying to only a portion of a recorded lot was brought up. At the meeting it was concluded that if this is a problem in going ahead with the rezoning the Town Board and its attorney would have to address the issue and the Planning Board should proceed with its evaluation of the rezoning of industrial to MUO (residential).

The Planning Board's deliberations then proceeded. The approach the Board used was to look at the changing of the use from Industrial to residential as is permitted in the MUO. Town Planning documents including the Zoning Code and Map, the recently updated Comp Plan, the Uptowne Study, the Form Based Code and the Natural Resource Inventory maps were referenced. The placement of higher density residential units in this transition area between the Form Based zoning uses to the east and the non residential properties to the west could be appropriate. In fact a petition two years ago for higher density development was endorsed by the Planning Board but the same applicant withdrew it.

Due to the applicant's lack of a written justification for the zoning the change, the Board spent considerable time analyzing whether a change was warranted. Positives such as increased connectivity, an expanded economic and fiscal base, the transition between the Form Base

ADVISORY REPORT

Code uses to the east and the non residential uses to the west, no NRI impacts, walkability to Uptowne, applying Complete Streets to new street designs, placement of sidewalk and lighting on Airport Road, use of the gas easement for walking and biking, public transit access and reserved open space were brought up and discussed.

The biggest concern of the rezoning would be the loss of land for industrial use which continues to shrink. The applicant expounded at the meeting on why the property could no longer be developed in the immediate future as an industrial use which he should have included in his petition and the Planning Board is not about to defend in this report. Along with the loss of land zoned for industrial use, the Board discussed some other issues that would be a negative to making the land residential. The proximity to the airport has always been an issue in considering homes in this area, the neighboring school district facility generates noise and lighting that may not be compatible to a residential community, other industrial uses in the area generate noise and traffic in the area and commercial vehicles and buses make up a higher than normal percentage of traffic on Airport Road

In conclusion, the Board feels the applicant has not provided enough justifiable reasoning to consider the change and as a result, required staff and the Board to do their own analysis to determine the appropriateness of the petition. The loss of shrinking Industrial zoning could possibly be offset by an affordable to moderate housing proposal with a support street and accessibility system that would transition the mixed uses of the Uptowne area and the nonresidential uses to the west.

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424
Phone (585) 394-1120 • Fax (585) 394-9476

Planning Board Decision Notification

Meeting Date: November 9, 2022

Project: CPN-00-000

Applicant

Venezia Group LLC
c/o Rocco Venezia
5120 Laura Lane
Canandaigua, NY 14424

Owners

Venezia Group LLC
c/o Rocco Venezia
5120 Laura Lane
Canandaigua, NY
14424

Project Type

Planning Board
Advisory Report to
the Town Board:
Rezoning from
Industrial to Mixed
Use Overlay

Project Location

44.2-acre lot at
2435 Brickyard
Road

Tax Map #

70.00-1-67.111

TYPE OF APPLICATION:

- ☐ Preliminary ☐ Final Phased ☐ One/Single Stage
☐ Subdivision ☐ Site Plan ☐ Special Use Permit

STATE ENVIRONMENTAL QUALITY REVIEW (SEQR):

- ☐ Type I ☐ Type II ☐ Unlisted
☐ See Attached resolution(s):

Applicant Request:

- ☐ Granted ☐ Denied ☐ Tabled
☐ Continued to:
☐ See attached resolution(s)

Negative Declaration Date:

Positive Declaration Date:

Advisory Report to:

- ☒ Town Board ☐ ZBA ☐ N/A ☐ See attached resolution(s)

See minutes of Planning Board meeting of November 9, 2022.

Surety Requirements:

- ☐ Landscaping: \$ ☐ Soil Erosion: \$
☐ Other (specify): \$

Surety Release:

Certified By: _____

Chairperson, Planning Board

Date: _____

11/14/22

Mr. Tomlinson said that the proposed plan reserves an additional six feet for sidewalk and that the Town will have 26 feet for potential future improvements [along Parkside Drive].

Mr. Glading then reviewed the locations of the edge of pavement line, the utility easement, and the drainage swale on the site plan which was displayed on the video screen. He said that surface improvements are permitted over the easement but that no structures can be built on the easement.

Mr. Oyler said that the Town Board will take up the Planning Board's recommendations at its meeting on November 21, 2022. He said that the formal site plan could then be considered at the Planning Board meeting on November 22, 2022.

There were no additional comments or questions on this application this evening.

4. BOARD BUSINESS

A. Approval of minutes of October 25, 2022:

■ A motion was made by MR. OYLER, seconded by MR. TOLBERT, that the minutes of the October 25, 2022, meeting be approved.

Motion carried by voice vote.

B. Referral from the Town Board:

**Venezia Group, c/o Rocco Venezia, 5120 Laura Lane, Canandaigua, N.Y.
14424**

Petition to rezone a 44.2-acre lot at 2435 Brickyard Road from Industrial to Mixed Use Overlay and to amend the Official Zoning Map.
TM #70.00-1-67.111

August 12, 2022

Petition received by Town Clerk

September 12, 2022

Town Board referred the petition to the Planning Board for an advisory report (Town Board Resolution #2022-240). The Planning Board has 60 days from the date of the Town Board resolution to provide the report.

October 11, 2022

Planning Board discussion and request for additional information (concept plan, overall plan, market analysis, and narrative describing the proposed development); discussion continued to November 9, 2022.

November 9, 2022

Discussion to be continued.

(See Planning Board minutes, October 11, 2022, pp. 4–10, for a description and the initial discussion of this referral.)

At the Planning Board meeting on October 11, 2022, the applicant was given the deadline of Wednesday, October 26, 2022, to provide the additional information which the board requested.

On October 26, 2022, Mr. Venezia provided the following information to the Development Office:

Re: Uptowne Pointe Development
TM# 70.00-1-67.111
Rezoning request for MUO

Dear Sirs/Madams:

We are writing to request a rezoning to MUO for the area on Airport Road as shown on the attached proposed Plat, presently zoned Industrial. We are proposing a Phase 1 development of five residential building lots.

The entire parcel owned by Uptowne Point LLC consists of 44.2 acres and has frontage on both Brickyard Road and Airport Road. The area of the proposed five lots (Phase 1) is 1.970 acres. The gas line that traverses the property can be utilized for a future walking trail.

Future Phase 2, as shown on the attached Plat, consists of 19 proposed residential building lots with a proposed Uptowne Pointe Boulevard access road. The future intent of Uptowne Pointe Boulevard is to traverse through the subject property and eventually intersect with Thomas Road.

We would like to ask for rezoning for the area covering both Phase 1 and Phase 2.

Four three-acre industrial building lots on Brickyard Road were recently approved by the Planning Board.

Thank you for your consideration of this project. Please contact us for any further information you may require.

—Rocco Venezia, Venezia Group

Mr. Brabant said that the Planning Board has a time limit for the completion of the advisory report to the Town Board. Ms. Bonshak said that the Planning Board has 60 days [from the date of the Town Board resolution on September 12, 2022] to provide the report to the Town Board.

On November 4, 2022, Ms. Bonshak submitted the Planner's Analysis, a portion of which appears below:

Determination:

The plan, as presented, is a very basic sketch/conceptual plan. The plan, in its current form, does not warrant a full-scale site plan analysis but merely a determination as to how it meets the general intent of the MUO.

Ultimately, the following design standards will be applicable later, but should also be considered now;

1. A site plan that will continue to attract appropriate development in order to expand upon the economic and fiscal base of the Town in a manner that maintains the unique character of the respective growth node and contributes to maintaining a high quality of life within the community;
2. A site plan that encourages architectural and site design that is compatible with the site's surroundings;
3. A site plan that encourages buildings that provide an appropriate transition between adjacent sites within the growth nodes;
4. A site plan that encourages buildings that are protective of open space resources important to the Town;
5. A site plan that establishes a clear and consistent character for new structures with existing structures and sites;
6. A site plan that reduces delays and avoids confusion that developers, landowners, or business operators may encounter during the construction phase of the proposed project; and
7. A site plan that the Planning Board finds will minimize land use conflicts between adjacent sites and within the growth node area to the greatest extent practicable.

Considerations for the Planning Board:

Is it the intent of the applicant to request a rezoning of the entire parcel?

Phase 1 and Phase 2 are for a portion of a larger, 42-acre lot. Pieces of the parcel were recently subdivided into 4, three-acre, Industrial lots. The Planning Board has an active application for a mini-storage facility on one of the parcels.

How does this meet the intent of the Uptown Canandaigua study (2019)?

This proposal involves replacing industrially zoned land with residential which is not recommended. According to the Uptown Plan from 2019, the Town has just under 100 acres of industrial land use within the Uptown Corridor. Although only approx. 7 percent of land in the Town is zoned industrial, nearly all of Canandaigua's industrial facilities are located within Uptown. It is noted in the Uptown Plan and needs to be called out in this report, the importance of supporting both existing operations and accommodate future growth in the industrial sector in a way that positively contributes to the redevelopment of Uptown over time.

I have reattached visuals, from Pages 85 and 86 of the Uptown Plan, and hash-tagged the parcel in question. Recommendations keep over 90 percent of that parcel in the Industrial zone.

Residential areas, with a mix of different housing types, are better suited, and recommended for buildout along Thomas Road and Sommers Drive. A small portion of the parcel is in that area and could support residential. Page 148 of the Uptown plan details the Mixed-Use Residential area and purpose, and the applicant should address this.

How does this proposal meet the intent of the Town of Canandaigua 2021 Comprehensive Plan Update?

The Town will promote development of sense of place and a diverse and sustainable tax base with a variety of employment options. It will maximize opportunities for commercial, industrial, and service sector development without compromising the town's natural, cultural, and historic resources. Additionally, we the Town, over time, has lost close to fifty percent of its industrial zoned property.

The Town's solar code is currently being updated to better reflect the changing nature of the solar industry as well as protect the Town. One of the recommendations is to keep basically all solar in the industrial areas of the Town. Being this is a 42-acre industrial parcel,

are there implications on limiting alternative energy citing if it is rezoned?

Is this rezoning of 42 acres from industrial to residential warranted in maximizing industrial opportunities?

Connectivity?

Prior submissions to rezone this parcel addressed the Auburn Trail and a connection along the gas line near which cuts through the area. How will this proposal meet the interconnectivity and expansion of the Auburn Trail. In the updated materials, the applicant did state a trail will be provided along the gas easement.

Justification from the applicant?

Has the applicant clearly addressed how this parcel rezoning meets the intent of the adopted land use plans for the Town of Canandaigua? The applicant did provide a more detailed plan of the entire parcel. Unfortunately, the justification lacked the detail requested from Staff as well as the Planning Board. Questions like, how does this meet the vision for Uptown Canandaigua? Does it meet the intent of the Comprehensive plan? If residential is warranted in this area, where is the data that warrants that claim?

Referral to the Planning Board:

The Planning Board must review the application and submit a report to the Town Board prior to them making a recommendation.

—Planner's Analysis, November 4, 2022

In an email to the board today (November 9, 2022), Ms. Bonshak said that it is important to note that the new plan submitted by Mr. Venezia does not match the application document and plan which were submitted to the Town Board on August 12, 2022. She said that although the Planning Board asked for additional information, nothing can move forward because the August plan shows a much smaller area than is now presented. She said that there are parcels in the new area which are not owned by Mr. Venezia and that the current owners did not sign off on the application. Ms. Bonshak suggested that the Planning Board issue a statement regarding this and at a minimum require Mr. Venezia to submit a new application with all the property owners on board.

Mr. Venezia discussed this application with the board via remote video conference.

He said that he has not changed the plans from the original application which is a rezoning of the property from Industrial to Mixed Use Overlay for the creation of 22 single-family home lots. He said that the board had requested a plan of what he might ultimately do, but which he is not asking for at this time, and that he does not

even own several of the parcels. Mr. Venezia said that the overall development could be many years from now but that he provided the overall plan at the board's request.

Mr. Oyler said that the board asked for a conceptual idea of what Mr. Venezia planned for the entire property, which he provided. Mr. Oyler said that the application is for the rezoning of the area of the property which will include only Phase 1 and Phase 2 of the proposal for 22 single-family home lots.

Ms. Bonshak said that an important question to ask is how will the Planning Board recommend to the Town Board the rezoning of a portion of one parcel of land? Mr. Brabant suggested that either the entire 44-acre parcel should be rezoned or the portion to be rezoned should be subdivided off from the 44-acre parent parcel.

Mr. Oyler said that this seems to be an application for the rezoning of a portion of one parcel of land.

Ms. Bonshak asked about the justification for the rezoning application and how the board will analyze the application without considering the full conceptual plan.

Mr. Oyler said that this is an issue of the rezoning of a portion of the full 44-acre parcel and whether the proposed use (residential) is in compliance with the *Comprehensive Plan Update*. He suggested that the board first consider the issue of the residential use of the property and that the Town Board at a later date can address the issue of the rezoning of a portion of a parcel of land.

Mr. Brabant suggested that the Planning Board could recommend to the Town Board that the subdivision of the full 44-acre parcel should occur before the portion of the proposed areas of Phase 1 and Phase 2 are rezoned.

Ms. Bonshak said that the Planning Board has a time deadline to submit its advisory report to the Town Board (60 days from September 12, 2022).

Mr. Venezia's original plan drawing was then displayed on the video screen.

Mr. Oyler said that the justification letter which Mr. Venezia submitted on October 26, 2022, included the same information which was submitted when the application was first presented. Mr. Oyler said that he feels that Mr. Venezia did not provide more justification to the board on why this parcel should be rezoned from Industrial to Mixed Use Overlay. Mr. Venezia said that additional information [regarding the justification for the rezoning] is included in the [*Comprehensive Plan Update*] report.

Ms. VanLaeken said that the board requested that Mr. Venezia provide this information.

Mr. Venezia said that after a number of years he is unable to attract an industrial user to this property. He said that the Town Board designated this property as Mixed Use Overlay to accommodate the change of use from Industrial to single-family homes. He said that he could write an elaborate letter but that he would just like the application to be referred to the Town Board. He also said that it would not be a problem for him to provide the Town with a plan for the development of the whole 44 acres.

Ms. VanLaeken said that she understands that the larger plan would include town-homes, duplexes and single-family homes, but that what is represented [on the overall plan which Mr. Venezia submitted] is not everything which is currently owned by Mr. Venezia.

Ms. Bonshak reviewed the boundaries of Mr. Venezia's property, and the properties owned by others, on the drawing which was displayed on the video screen.

Mr. Oyler said that the Town Board requested an advisory report from the Planning Board within 60 days on the rezoning of the property from Industrial to residential and on the proposed development of Phase 1 and Phase 2. He said that the advisory report should include the board's thoughts on the compliance of the application with the *Comprehensive Plan Update* and with other documents to which the Town refers for planning purposes. Mr. Oyler said that the Form-Based Code does not strictly apply to this property. He reviewed the boundary of the Form-Based Code zoning area on the drawing.

Mr. Oyler then reviewed his determination of the "positives" of this application:

- Increase in the connectivity of the road system.
- Increase in the Town tax base.
- Increased walkability to the Uptown Canandaigua area.
- Installation of sidewalks on Airport Road to State Route 332.
- Potential public transit stop at Airport Road and the new subdivision road.

Mr. Oyler said that open space must be provided on a portion of the parcel. Mr. Venezia said that 35 percent open space is proposed.

Mr. Brabant said that the current application is only for Phase 1 and Phase 2 of the potential overall development. He said that the board must also determine compliance with the criteria for the Mixed Use Overlay zoning district in the first two phases.

Mr. Oyler then reviewed his determination of the "negatives" of this application:

- Loss of limited Industrial land in the Town.
- Noise and safety concerns due to the proximity to the airport.
- Required buffering due to the proximity to the school district bus and operations facility.
- Existing industrial uses (i.e., Pactiv Corporation) in the vicinity of potential residential homes.
- Existing and future truck traffic on Airport Road.

Following his review of the “positives” and “negatives” of the application, Mr. Oyler said that he believes that residential is the way to go and that he would certainly recommend to the Town Board the consideration of the application. He said that he cannot ever see this property developed as industrial uses and that a residential use would provide a transition from Uptown Canandaigua, and the school district operations and bus facility, to the non-residential areas of the Town to the immediate west.

Mr. Tolbert said that a residential use of the property would provide no financial gain to the Town. He said that every dollar of residential use costs the Town \$1.16 in services. Mr. Tolbert also said that the airport has an expansion plan and that a residential use of this property would conflict with that. He said that an industrial use of the property provides a net negative of \$.30 for public services.

Mr. Tolbert said that in his opinion a rezoning of property should be a benefit to the *Comprehensive Plan Update* and that he does not see a benefit to the *Comprehensive Plan Update* by the rezoning of this property [to residential].

Mr. Oyler said that the *Comprehensive Plan Update* is somewhat mute [on the development of this area of the Town]. He asked if Mr. Tolbert is thinking that the property would be better left undeveloped. Mr. Tolbert said that if the property is going to be rezoned then it should provide a benefit to the *Comprehensive Plan Update*.

Mr. Venezia said that this is not the view of the Town Board and that the development of the property is why the Town Board designated the Mixed Use Overlay for the property. He said that to go back to Industrial zoning seems short sighted.

Regarding the expansion of the airport, Mr. Venezia said that the airport is just planning on building a hangar and that a sanitary sewer cannot be installed there. He said that the reality is that there has been no movement at all [on attracting an industrial user to his property]. He said that they just do not have any takers.

Mr. Oyler said that he is having a hard time comprehending the use of the land in the *Comprehensive Plan Update* since it did not include a future land use plan. He also said that the Uptown Canandaigua study was mostly related to transportation.

Ms. Bonshak said that the *Comprehensive Plan Update* chronicles the loss of industrial land but that she did not see any recommendations specific to this area of the Town. She said that it was difficult to glean anything [about this area] from the *Comprehensive Plan Update*.

Mr. Oyler said that this [residential use] would provide a transition between the Form-Based Code area to the east and the non-residential use to the west.

Mr. Neal said that the land could possibly sit vacant [if the Planning Board were to recommend against the rezoning]. Mr. Venezia said that the property has been on the market [for industrial uses] for 25 years, so there you go. He said that there is not enough electric or water utilities to support industrial users and that no one is going to spend \$25 million to support industrial uses on 44 acres. Mr. Venezia said that this is a “Catch 22” and that if you [deny the rezoning] then he is left with 44 acres of glorified hunting land.

Mr. Oyler said that the board understands what Mr. Venezia is saying but that this is the 11th hour [regarding the Town Board deadline for an advisory report from the Planning Board]. Mr. Oyler said that Mr. Venezia should have included all of this information in his justification letter for the rezoning

Mr. Oyler said that the even if the Planning Board were to recommend denial of the rezoning, the Town Board will ultimately make the rezoning decision, even if the Town Board did not agree with the Planning Board. He said that the Planning Board must go ahead this evening with the information which has been submitted.

Ms. Bonshak asked if the Planning Board advisory report must be positive or negative. She also said that the Town Board always can request additional information [from an applicant].

Mr. Oyler said that the Planning Board could say that it does not have enough justification to render an advisory report.

Mr. Neal said that he agrees with Mr. Oyler’s “positives” and “negatives” and that the Town Board should see these points and should also hear from Mr. Venezia [on his rationale for the rezoning application].

Mr. Oyler said that the Planning Board advisory report is an analysis and recommendation.

Mr. Neal said that if the Town is encouraging development, and if the land is just sitting there now, the Town Board can make the decision.

Mr. Venezia said that seems as though the Planning Board is just kicking the can down the road, and if the Planning Board denies this then he will take it up with the Town Board.

Mr. Oyler said that the rezoning is the Town Board's decision and that the Planning Board is just giving them [the Town Board] our analysis. He said that the analysis could be a consensus of the Planning Board of how the board feels about it.

Ms. Bonshak said that the Town Board may wish to refer the application to the Ontario County Planning Board for comment, as well.

Mr. Venezia said that he is confused about the Town Board's designation of this property to be in the Mixed Use Overlay zoning district. Mr. Oyler said that the designation is no guarantee that the Town Board would rezone the property. Mr. Venezia asked what was the Town Board's purpose to designate the Mixed Use Overlay district for this property. Mr. Brabant said that the goal of the Town Board may have been to provide flexibility for creative uses of the land but that the designation itself is not a guarantee that any project would be approved, in general.

Mr. Oyler said that in this case the applicant feels that a residential use [is appropriate for this property]. He said that the Planning Board must consider this and will provide an advisory report to the Town Board, but that the rezoning decision is ultimately up to the Town Board. Mr. Venezia said that he has understood this from Day One.

Ms. VanLaeken suggested that the "positives" and "negatives" as discussed this evening be submitted to the Town Board. Mr. Oyler suggested that Ms. Bonshak's analysis also be provided to the Town Board.

Ms. Bonshak said that the deadline is tomorrow (November 10, 2022) for the Town Board agenda of November 21, 2022. She said that she already has a placeholder on the Town Board agenda for the Planning Board's report. She said that she will speak with the Town Clerk about holding off until Monday, November 14, 2022, due to the Veterans' Day holiday closing of the Town Hall on November 11, 2022.

Mr. Oyler requested that board members submit any additional information as soon as possible to Ms. Bonshak for inclusion in the advisory report to the Town Board.

Mr. Oyler said that he also would like to include Mr. Tolbert's concerns in the materials to be submitted to the Town Board. Mr. Tolbert said that his concerns of rezoning are that there should be a purpose for the rezoning which benefits the Town. He said that this is his intent and that we know that residential [use] places a fiscal burden upon the town.

Mr. Venezia said that there are currently three [industrial] building lots available but that the 44-acre parcel cannot be developed because of [a lack of adequate]

utilities. He said that the utilities are good for residential uses and that there are few choices today in the Town for single-family home buyers. He said that this residential development would open that up.

Mr. Oyler again said that everything which Mr. Venezia discussed with the board this evening should have been included in his justification letter.

Mr. Venezia asked if this could be put off for another two weeks. Mr. Oyler said no, because the board has a time deadline to provide the advisory report to the Town Board. Ms. Bonshak said that the advisory report must be submitted to the Town Board at its meeting on November 21, 2022. She said that Mr. Venezia is absolutely welcome to submit a justification letter to the Town Board. Mr. Brabant said that documenting Mr. Venezia's rationale is the key and would go a long way with the Town Board.

Mr. Tolbert asked if Mr. Venezia would return to the Planning Board for subdivision approval [if the Town Board were to approve the rezoning of the property to Mixed Use Overlay]. Mr. Brabant said yes, and that the Planning Board would see the subdivision application.

Mr. Brabant said that he understands Mr. Venezia's approach and that this is a struggle for the planning side. He said that the Planning Board has to look at the whole picture, that the Planning Board cannot segment the State Environmental Quality Review (SEQR) procedure, and that the Planning Board must assure that utilities [i.e., water, sewer, roads, etc.] are sized adequately [for the overall development]. He said that this is a fine line.

Mr. Oyler said that Mr. Venezia received a positive advisory report from the Planning Board when the development was first proposed in 2020. Ms. Bonshak said that the 2020 application was then withdrawn from the agenda by Mr. Venezia.

Mr. Oyler said that today there are new Planning Board members and different Town planning documents which include the Form-Based Code and the Uptown Canandaigua study.

Mr. Oyler requested that board members provide their thoughts to Ms. Bonshak as soon as possible for her completion of the advisory report to the Town Board.

There were no additional comments or questions on this application this evening.

C. Referral from the Town Board: Scenic Viewshed Overlay:

The Town Board is considering the adoption of a local law that would amend the Zoning Code relating to § 220-33.1 Scenic Viewshed Overlay District (SVO) to