

Canandaigua Town Board Meeting Agenda for April 18, 2022 6:00PM

- Call To Order and Pledge of Allegiance
 - Pledge led by Councilwoman Adeline Rudolph
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications – Attachment #1
 - Letter from the Genesee Valley American Public Works Association Awarding the Professional Manager (Transportation) Winner of 2021 to Jim Fletcher – March 20, 2022
 - Email from the Town Historian thanking the Town for work on cemetery committee creation - April 4, 2022

- Privilege of the Floor
- Priority Business
 - Assemblyman Jeff Gallahan, State of NY update
- Presentations
 - ThinkBig Inclusion in Motion! Motion Junction – sign for Motion Junction

Continued Public Hearings:

- None

New Public Hearings:

- None

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

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.

- a. Revenue & Expense Report and Cash Summary Report
- b. Overtime Report – All Departments
- c. Overtime Report – Highway & Water

➤ Reports of Committees, Boards and Commissions

- A. Town Board Committees (as needed)
 - a. Finance – Supervisor Simpson and Councilwoman DeMay
 - b. Planning – Councilman Fennelly
 - c. Ordinance – Councilman Davis
 - d. Economic Development – Chairwoman Fuller
- B. Planning Board - Chairman Oyler
- C. Zoning Board of Appeals – Chairman Sahler
- D. Environmental Conservation Board - Councilwoman Rudolph, Facilitator
- E. Citizens' Implementation Committee - Chairwoman Bonshak
- F. Parks & Recreation Committee - Chairman MacNeil
- G. Special Events Committee - Chairwoman Fuller
- H. Agriculture Committee - Chairman DiCarlo

➤ Privilege of the Floor

➤ Resolutions and Motions

Continued Resolutions:

- None

New Resolutions:

FINANCE

- Resolution No. 2022 – 110: Acceptance of the Monthly Financial Reports
- Resolution No. 2022 – 111: Amendment to Fee Schedule
- Resolution No. 2022 – 112: Acknowledgement of First Deputy Town Clerk Appointment and Establishing Salary and Appointment as Deputy Registrar (Rebecca Doyle)
- Resolution No. 2022 – 113: Acknowledgement of Second Deputy Town Clerk Appointment and Establishing Salary (Heather Cross)
- Resolution No. 2022 – 114: Authorization for EGS Advanced Energy Solutions Inc. to Perform a Forensic Utility Bill Audit
- Resolution No. 2022 – 115: Standard Workday for Town Clerk, Highway Superintendent, Town Supervisor, and Town Board Member
- Resolution No. 2022 – 116: Authorizing use of the American Deposit Management Co. for Investments and Approving Service Agreement
- Resolution No. 2022 – 117: Appointment of Real Property Appraisal Aid
- Resolution No. 2022 – 118: Authorization for Town Manager to Execute Health Insurance services for the 2022-2023 Renewal Cycle
- Resolution No. 2022 – 119: Authorization to Surplus Items in Accordance with the Fixed Asset Inventory and Management Policy
- Resolution No. 2022 – 120: Approving Postage Meter Lease Agreement with Pitney Bowes
- Resolution No. 2022 – 121: Acceptance of 2022 Annual Audit AUP of Town Clerk's 2021 Financial Transactions by Bonadio Group

- Resolution No. 2022 – 122: Acceptance of MRB Group Quote to prepare National Environmental policy Act Report (NEPA) for Motion Junction Playground and Authorization of Town Manager to Execute Documents
- Resolution No. 2022 – 123: Approving Updated Municipal Advisor Service Agreement

PLANNING / PUBLIC WORKS

- Resolution No. 2022 – 124: Authorize Purchase of New Double Drum Roller
- Resolution No. 2022 – 125: Setting a Public Hearing to Adopt a Local Law to amend the Town Code to add Chapter 178 “Community Choice aggregation” to Procure energy Supply Service for Eligible Consumers; and SEQR intent to Declare Lead Agency
- Resolution No. 2022 – 126: Accepting Sidewalk Easement Related to Fox Ridge 5B-3, LaCrosse Circle, Directing Town Manager to Sign Said Easements and Further Directing Town Clerk to record said Easement at the Ontario County Clerk’s Office
- Resolution No. 2022 – 127: Ratification of Employee Agreement between the Town of Canandaigua and the Town of Canandaigua Highway Employee’s Association for 2023 – 2027, and authorization for Town Manager to Execute Agreement

ORDINANCE

- Resolution No. 2022 – 128: Setting a Public Hearing on a local law to amend Town Code to add Chapter 45 “Cemeteries and Monuments” to establish cemetery regulations and create a cemetery committee; and SEQR intent to declare lead agency

ECONOMIC DEVELOPMENT / GENERAL

- Resolution No. 2022 – 129: Endorsing the Canandaigua Local Development Corporation’s Strategic Priorities for Fiscal Years 2022 - 2023
- Resolution No. 2022 – 130: Accepting Easements Related to Pierce Brook Subdivision Phase 1 and Directing Town Manager to Sign Said Easements
- Resolution No. 2022 – 131: Approval of Sign Design and Placements for Motion Junction Outhouse Park West

RESOLUTION NO. 2022 – 110: 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 – 111: AMENDMENT TO 2022 FEE SCHEDULE

WHEREAS, the Town Clerk's office has identified a need to clarify the costs for New York public school districts renting Town park facilities and is making a recommendation that New York public school districts pay the Town resident rate; and

WHEREAS, the Town Clerk's office is recommending an amendment to reflect the new credit card processing fees through Infintech for park reservations; and

WHEREAS, the Parks Coordinator and the Parks and Recreation Committee are recommending an amendment by adding the rental of Babcock Hall for three-hour birthday parties (10am to 1pm or 2pm to 5pm) at a rate of \$50 and to sell bundles of wood at a rate of \$5 per bundle at Onanda Park; and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Canandaigua has reviewed these recommendations and hereby approves these amendments to the 2022 Fee Schedule effective April 19, 2022.

Attachment #3

RESOLUTION NO. 2022-112: ACKNOWLEDGEMENT OF FIRST DEPUTY TOWN CLERK APPOINTMENT AND ESTABLISHING SALARY AND APPOINTMENT AS DEPUTY REGISTRAR (REBECA DOYLE)

WHEARAS, due to the resignation of Deputy Town Clerk Lisa Record effective Friday, April 22, 2022, Town Clerk Jean Chrisman has appointed Rebeca Doyle as her first Deputy Town Clerk effective Monday, April 25, 2022; and

WHEARAS, the Town Clerk is recommending a salary increase for Deputy Town Clerk Rebeca Doyle to \$19.00 per hour to be paid from budget line (AA100.1410.131); and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby acknowledges the appointment of Rebeca Doyle to the First Deputy Town Clerk position at a hourly salary of \$19.00; and

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

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

RESOLUTION NO. 2022 – 113: ACKNOWLEDGEMENT OF SECOND DEPUTY TOWN CLERK APPOINTMENT AND ESTABLISHING SALARY, HEATHER CROSS

WHEARAS, due to the resignation of Deputy Town Clerk Lisa Record effective Friday, April 22, 2022, and the appointment of Rebeca Doyle as Town Clerk Chrisman's first Deputy Town Clerk, Town Clerk Chrisman has an open Deputy Town Clerk position effective Monday, April 25, 2022; and

WHEARAS, the Town Clerk, Human Resource and Payroll Coordinator, and Finance Clerk conducted interviews; and

WHEREAS, the Town Clerk has appointed Heather Cross to her second Deputy Town Clerk Position at a rate of pay of \$17.50 with an increase to \$18.00 after six months to be paid from budget line (AA100.1410.141) with a start date of Wednesday, May 18, 2022; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby acknowledges the appointment of Heather Cross to the second Deputy Town Clerk position at a hourly salary of \$17.50 (with an increase to \$18.00 after six months); and

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

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

RESOLUTION NO. 2022 – 114: AUTHORIZING EGS ADVANCED ENERGY SOLUTIONS INC. TO PERFORM A FORENSIC UTILITY BILL AUDIT

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has previously approved Resolution No. 2020-141 authorizing EGS Advanced Energy Solutions to perform a utility audit, however, due to the COVID-19 pandemic, this audit was unable to be performed; and

WHEREAS, EGS Advanced Energy Solutions has presented the Town of Canandaigua with an updated Forensic Bill Auditing Agreement to perform the utility audit; and

WHEREAS, the Finance Committee has reviewed this agreement and is recommending the Town Board move forward with the understanding that the Town of Canandaigua will not be bound to future utility rates negotiated by EGS Advanced Energy Solutions unless separately authorized by the Town Board; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby authorizes EGS Advanced Energy Solutions to perform a forensic utility bill audit and directs the Town Manager to execute the Forensic Bill Auditing Agreement and any other documents required for the performance of this audit; and

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

Attachment # 4

RESOLUTION 2022 – 115: STANDARD WORKDAY FOR TOWN CLERK, HIGHWAY SUPERINTENDENT, SUPERVISOR, AND TOWN BOARD MEMBER

WHEREAS, the Town Clerk has been notified by the NYS Comptroller’s Office that Form RS 2419 (Recertification of Records of Activities) is required to be on file with the Town; and

WHEREAS, elected officials who are elected and / or re-elected for subsequent terms are required to submit a Record of Activities for the first three months of each newly elected term and their average

days worked per month shall be identified on Form RS 2417-A to establish a standard workday for retirement credit purposes; and

WHEREAS, the Town Clerk Jean Chrisman, Highway Superintendent James Fletcher, Supervisor Jared Simpson, and Town Board Member Adeline Rudolph have provided this information to the Clerk's Office; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby directs the Town Clerk to take any and all required steps to report and record the following information in the NYS Employees' Retirement System:

Position	Name	Standard Work Day	Term Begins/Ends	Employee Participates in Time Keeping System	Days/ Month
Elected					
Town Clerk	Jean Chrisman	8	1/1/2022-12/31/2025	No	23.02
Highway Superintendent	James M Fletcher	8	1/1/2022-12/31/2025	No	33.2
Supervisor	Jared Simpson	6	1/1/2022-12/31/2025	No	8.26
Town Board Member	Adeline Rudolph	6	1/1/2022-12/31/2025	No	8.8

Attachment #5

RESOLUTION NO. 2022 – 116: AUTHORIZING USE OF THE AMERICAN DEPOSIT MANAGEMENT CO. FOR INVESTMENTS AND APPROVING SERVICE AGREEMENT

WHEREAS, the Town of Canandaigua is authorized to deposit funds in one or more banks as identified in the Town of Canandaigua Investment Policy and as determined by the Town of Canandaigua Town Board (herein after referred to as "Town Board"); and

WHEREAS, the Town of Canandaigua Finance Committee has reviewed the investment program with American Deposit Management Co and is recommending that the Town Board authorize its use as another investment option; and

WHEREAS, the Town Board desires to designate The American Deposit Management Co. of Pewaukee, WI as an authorized depository for Town of Canandaigua funds; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the deposit and withdrawal of monies with The American Deposit Management Co. in both noninterest-bearing or interest-bearing accounts in compliance with the Town of Canandaigua Investment Policy regulations; and

BE IT FURTHER RESOLVED, the Town Manager is directed to execute the Master Services Agreement and any other documents required by The American Deposit Management Co. to fulfill this authorization; and

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

Attachment #6

RESOLUTION NO. 2022 - 117: APPOINTMENT OF REAL PROPERTY APPRAISAL AID

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') understands a vacancy exists in the Assessor/Development Office for a Real Property Appraisal Aid; and

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

WHEREAS, Michelle Rowlinson has served as the Office Specialist I and Senior Clerk position within the Development Office since 2015, supporting both the Planner and the Assessor during her time; and

WHEREAS, the Town Manager and the HR and Payroll Coordinator are recommending the appointment of Michelle Rowlinson as the Real Property Appraisal Aid at a rate of \$24.00/hour paid from budget line AA100.1355.132.00000; and

NOW THEREFORE BE IT RESOLVED, that the Canandaigua Town Board hereby approves the hiring of Michelle Rowlinson at an hourly rate of \$24.00 effective April 18, 2022; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to execute all documents necessary and to make a budget adjustment of \$36,500 from AA100.8010.146 to AA100.1355.132; and

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

RESOLUTION NO. 2022 –118: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE HEALTH INSURANCE SERVICES FOR THE 2022-2023 RENEWAL CYCLE

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

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

WHEREAS, the Town Manager and HR Coordinator are recommending continuing using Matson & Kellogg as their health insurance broker for the 2022-2023 plan year and to offer the Bronze 4, Silver 2, and Gold 18 health plans; and

WHEREAS, the Town Manager is recommending the contribution strategy stay the same as previous years for the 2022-2023 plan year for Town of Canandaigua employees to be paid by the employee as follows:

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

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

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

WHEREAS, the Town Manager is recommending the same HSA/HRA contribution as the previous year for the 2022-2023 plan year to be paid as follows:

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

WHEREAS, the total estimated cost to the Town for the 2022-2023 plan year is \$426,171.83 (including all costs associated with medical coverage and HRA/HSA contributions) and the 2022 Adopted Town of Canandaigua budget included a total amount of \$489,531.00; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the recommendation to use Matson & Kellogg for broker services, to offer the Bronze 4, Silver 2, and Gold 18 health plans and the contribution strategy suggested for the time period July 1, 2022 through June 30, 2023, and the Davis Vision Renewal; and

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

Attachment #7

RESOLUTION NO. 2022 – 119: AUTHORIZATION TO SURPLUS ITEMS IN ACCORDANCE WITH THE FIXED ASSET INVENTORY AND MANAGEMENT POLICY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') on August 17, 2020 adopted a new Fixed Asset Inventory and Management Policy; and

WHEREAS, in accordance with the Fixed Asset Inventory and Management Policy the Town Clerk would like to surplus these items: Computers (Asset # 2134, 2257, 2218, 2135 and 2263), Server (Asset # 2268) & wide format scanner (Asset # 2045) as they have met the end of their useful life; and

NOW THEREFORE BE IT RESOLVED, the Town Board has declared these items presented as surplus and authorizes the Town Clerk to dispose of these items and is directed to update the Town's inventory records accordingly.

RESOLUTION NO. 2022 – 120: APPROVING POSTAGE METER LEASE AGREEMENT WITH PITNEY BOWES

WHEREAS, the Town of Canandaigua has previously purchased and utilizes a postage machine and meter from Pitney Bowes which is reaching its useful life; and

WHEREAS, Pitney Bowes has provided the Town of Canandaigua with a lease agreement for a new SendPro C Auto postage machine and C Series Meter detailing a 60-month lease for \$150.86 per month, priced using Sourcewell contract #041917-PIT; and

WHEREAS, the Finance Clerk and Senior Account Clerk are recommending approval of the lease agreement due to the deteriorating condition of the current postage machine and additional capabilities with the new postage machine, including the ability to track postage used by each department which is currently tracked manually by town staff; and

WHEREAS, the 2022 Adopted Town Budget includes funds for this purchase in the account line AA100.1670.400 (Printing & Mailing. Contractual); and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the 60-month Sourcewell Lease agreement with Pitney Bowes for a SendPro C Auto postage machine and C Series Meter at \$150.86 per month and directs the Town Manager to execute this agreement; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby declares the old postage machine and meter to be surplus equipment and directs it to be recycled; and

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

Attachment #8

RESOLUTION NO. 2022 – 121: ACCEPTANCE OF 2022 ANNUAL AUDIT AUP OF TOWN CLERK'S 2021 FINANCIAL TRANSACTIONS BY BONADIO GROUP

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') hired Bonadio Group to conduct annual audits of the Town Clerk's financial receipts and procedures; and

WHEREAS, Bonadio Group has completed the audit for the 2021 fiscal year; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua does hereby acknowledge and accept the audit report prepared by Bonadio Group dated March 7, 2022; and

BE IT FINALLY RESOLVED, the Supervisor and Town Clerk is hereby directed to sign the acknowledgment letter and provide the letter and a copy of this resolution to the Bonadio Group.

Attachment #9

RESOLUTION NO.2022 – 122: ACCEPTANCE OF MRB GROUP QUOTE TO PREPARE NATIONAL ENVIRONMENTAL POLICY ACT REPORT (NEPA) FOR MOTION JUNCTION PLAYGROUND AND AUTHORIZATION OF TOWN MANAGER TO EXECUTE DOCUMENTS

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as "Town Board") is in receipt of a proposal from the Town Engineer, MRB Group, to provide professional services to prepare a NEPA report and Environmental Report for the Motion Junction playground; and

WHEREAS, these reports are required to be completed for Community Development Block Grant (CDBG) applications, for which the town plans to apply for the playground; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Manager to execute all documents relative to the acceptance of the MRB Group proposal dated March 18, 2022 for professional services for preparing NEPA and Environmental Reports for Motion Junction playground with a cost not to exceed \$ 7,500.00; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Manager and to MRB Group.

Attachment #10

RESOLUTION NO. 2022 – 123: APPROVING UPDATED MUNICIPAL ADVISOR SERVICE AGREEMENT

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) has approved Resolution No. 2022-015, designating BPD, Inc. as the Town of Canandaigua’s Municipal Financial Advisor; and

WHEREAS, BPD Inc. has notified the Town Manager that the Town of Canandaigua last completed a service agreement in 2016, and requested to update the service engagement letter in order to cover new language and to be more transparent; and

WHEREAS, BPD, Inc has presented the Town Board with an updated engagement letter for Municipal Advisor services dated March 29, 2022; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby approves the March 29, 2022 engagement letter for Municipal Advisor services from BPD Inc and directs the Town Supervisor to execute this service agreement; and

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

Attachment #11

RESOLUTION NO. 2022 – 124: AUTHORIZE PURCHASE OF A NEW DOUBLE DRUM ROLLER

WHEREAS, the Town of Canandaigua 2022 adopted budget includes funds to purchase a new double drum roller for the Highway Department; and

WHEREAS, the Highway Superintendent has located a Bomag BW 120-AD5 double drum roller from Stephenson Equipment Inc.; and

WHEREAS, the double drum roller can be purchased using the Sourcewell contract # 032119-BAI in the amount of \$ 55,653.00; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the purchase one (1) Bomag double drum roller model BW 120-AD5 to be purchased from Stephenson Equipment Inc for an amount not to exceed \$ 55,653.00 to be paid from the 2022 adopted budget line DA100.5130.200 (Highway-Capital Equipment); and

BE IT FURTHER RESOLVED; the Highway Superintendent is hereby authorized to execute all required documentation to complete this purchase; 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.

Attachment #12

RESOLUTION NO. 2022 - 125: SETTING A PUBLIC HEARING TO ADOPT A LOCAL LAW TO AMEND THE TOWN CODE TO ADD CHAPTER 178 "COMMUNITY CHOICE AGGREGATION" TO PROCURE ENERGY SUPPLY SERVICE FOR ELIGIBLE CONSUMERS; AND SEQR INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town of Canandaigua places great importance in providing its citizens and small business stable and sustainable energy sources at a reduced cost; and

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 to add Chapter 178 "Community Choice Aggregation" with the intent to procure energy supply service for eligible consumers, giving them the option of opting out; and

WHEREAS, the Town Board seeks to hold a Public Hearing to obtain public input; and

WHEREAS, the Town Board wishes to refer the proposed draft to the Town of Canandaigua Planning Board, Zoning Board, Environmental Conservation Board, Agriculture Committee and Citizen's Implementation Committee for input on the proposal; and

WHEREAS, the Town Board intends to determine said law change 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 intends to declare itself as the Lead Agency on the proposed action; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby establishes a public hearing to obtain public input as it considers the following proposed local law to amend the Town of Canandaigua Code to add Chapter 178 "Community Choice Aggregation" to be held on May 16, 2022 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424 and also via Zoom videoconferencing; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide notice of said public hearing and to provide a copy of this resolution to the Town Manager's Office.

Attachment #13

RESOLUTION NO. 2022 – 126: ACCEPTING SIDEWALK EASEMENT RELATED TO FOX RIDGE 5B-3, LACROSSE CIRCLE, DIRECTING TOWN MANAGER TO SIGN SAID EASEMENTS AND FURTHER DIRECTING TOWN CLERK TO RECORD SAID EASEMENT AT THE ONTARIO COUNTY CLERK'S OFFICE

WHEREAS, the Town of Canandaigua Planning Board has required the owners of the above-referenced parcels to dedicate a sidewalk easements (the Easement) to the Town of Canandaigua; and

WHEREAS, the property owners (Gerber Homes, Novotny, Stennett, Morgan, Chen, Ceravolo, and Senn) have prepared and executed the Easement for the Town of Canandaigua; and

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

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

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

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

BE IT FINALLY RESOLVED, that the Town Board hereby directs the Town Clerk to file said Easement at the Ontario County Clerk's Office.

Attachment #14

RESOLUTION NO. 2022 –127: RATIFICATION OF EMPLOYEE AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND THE TOWN OF CANANDAIGUA HIGHWAY EMPLOYEES' ASSOCIATION FOR 2023-2027 AND AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering the ratification of an Employee Agreement by and between the Town of Canandaigua and the Town of Canandaigua Highway Employees' Association for the calendar year 2023 through the calendar year 2027 (herein after referred to as the "agreement"); and

WHEREAS, the Town Manager, Human Resources and Payroll Coordinator and representatives of the Town of Canandaigua Highway Employees' Association held meeting(s) regarding the items for the proposed agreement on February 8, March 8, and March 28, 2022; and

WHEREAS, it is the recommendation of Town Manager to execute the proposed agreement for the calendar year 2023 through the calendar year 2027; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby ratifies this agreement and directs the Town Manager to sign any and all documents related to the execution of this agreement.

Attachment #15

RESOLUTION NO. 2022 -128: SETTING A PUBLIC HEARING TO ADOPT A LOCAL LAW TO AMEND THE TOWN CODE TO ADD CHAPTER 45 "CEMETERIES AND MONUMENTS" TO ESTABLISH CEMETERY REGULATIONS AND CREATE A CEMETERY COMMITTEE; AND SEQP INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town of Canandaigua places significance on maintaining and promoting both historic and active Town cemeteries; and

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 to add Chapter 45 "Cemeteries and Monuments" with the intent to establish a Cemetery Committee and to enact rules and regulations for the Town's cemeteries; and

WHEREAS, the Town Board seeks to hold a Public Hearing to obtain public input; and

WHEREAS, the Town Board wishes to refer the proposed draft to the Town of Canandaigua Planning Board, Zoning Board, Environmental Conservation Board, Agriculture Committee and Citizen's Implementation Committee for input on the proposal; and

WHEREAS, the Town Board intends to determine said law change is classified as an Unlisted Action under the SEQRA Regulations per §617 of the NYS Department of Environmental Conservation Law; and

WHEREAS, the Town Board intends to declare itself as the Lead Agency on the proposed action; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby establishes a public hearing to obtain public input as it considers the following proposed local law to amend the Town of Canandaigua Code to add Chapter 45 "Cemeteries and Monuments" to be held on May 16, 2022 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424 and also via Zoom videoconferencing; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide notice of said public hearing and to provide a copy of this resolution to the Town Manager's Office.

Attachment #16

RESOLUTION NO. 2022 - 129: ENDORSING THE CANANDAIGUA LOCAL DEVELOPMENT CORPORATION'S STRATEGIC PRIORITIES FOR FISCAL YEARS 2022-2023

WHEREAS, in 2018, the Canandaigua community executed a Concept Mapping exercise, seeking to identify opportunities for collaboration among the Town and City of Canandaigua and its partners and stakeholders; and

WHEREAS, the bulk of participants in the exercise identified the creation of a joint economic development entity to support communitywide economic development as a top priority and opportunity for collaboration; and

WHEREAS, in 2019, the Town and City of Canandaigua and the Canandaigua Area Chamber of Commerce collaborated to launch the Canandaigua Local Development Corporation—a joint venture chartered to affect economic development in the Canandaigua community; and

WHEREAS, in March of 2022, the Town Board, City Council, and Local Development Corporation Board of Directors met in joint session to discuss and refine LDC priorities for the 2022 and 2023 fiscal years; and

WHEREAS, based on current market conditions, the charge of the comprehensive plans for the Town and City, and on discussions among the three entities, the following priorities have been identified:

- **Assess and identify opportunities to improve water, wastewater, broadband, electric, natural gas, and transportation infrastructure**
- **Extend and reduce the fluctuations of the tourism season in Canandaigua**
- **Pursue funding in support of Town and City comprehensive plan priorities, and the priorities highlighted here**
- **Improve the effectiveness of the LDC organization, with particular focus on stakeholder communication and engagement. Adjust operations to achieve stronger performance.**

NOW, THEREFORE BE IT RESOLVED that the Town Board, hereby and in due form, does endorse the FY2022 – FY2023 strategic priorities of the Canandaigua Local Development Corporation; and

BE IT FURTHER RESOLVED that the Town Board encourages the LDC Board of Directors to pursue initiatives in alignment with these priorities, and to employ creativity and innovation in advancing toward fulfillment of these strategies; and

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

RESOLUTION NO. 2022 – 130: ACCEPTING EASEMENTS RELATED TO PIERCE BROOK SUBDIVISION PHASE 1 AND DIRECTING TOWN MANAGER TO SIGN SAID EASEMENTS

WHEARAS, the Town of Canandaigua Planning Board has required the owners of the above-referenced parcels to dedicate five easements (Conservation Easement, Drainage Easement, Sidewalk Easement, Temporary Access and Utility Easement, and Temporary Trail Easement) to the Town of Canandaigua ; and

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

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

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

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

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

BE IT FINALLY RESOLVED, that the Canandaigua Town Board directs the Town Clerk to file said Easements at the Ontario County Clerk's Office.

Attachment #17

RESOLUTION NO. 2022 – 131: APPROVAL OF SIGN DESIGN AND PLACEMENT FOR MOTION JUNCTION OUTHOUSE PARK WEST:

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as "Town Board") has been presented with the design for the sign that is to be placed at Motion Junction at Outhouse Park West from Dream Big! Inclusion in Motion; and

WHEREAS, the Town Board has reviewed the design and approves the sign that was presented by Dream Big! Inclusion in Motion; and

WHEREAS, the Town Board approves that this sign can be placed at Motion Junction at Outhouse Park West; and

NOW, THEREFORE BE IT RESOLVED, the Town Board approves the design presented by Think Big! Inclusion in Motion and approves the placement of the sign at Motion Junction at Outhouse Park West; and

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

- Approval of the following Town Board Meeting Minutes:
March 21, 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 3/31/2022 totaling \$ 8,155.39

General Fund \$ 6,479.44

Water Districts \$ 1,675.95

Special Roofing Abstract dated 4/05/2022 totaling \$ 32,380.00

General Fund \$ 32,380.00

Town Board Abstract dated 4/18/2022 totaling \$ 380,144.92

General Fund \$ 99,532.83

Highway Fund \$ 115,858.85

Capital Projects \$ 1,547.00

Lighting Districts \$ 987.50

Water Districts \$ 162,218.74

- Privilege of the Floor
- Other Business
- Privilege of the Floor
- Executive Session, as requested
- Adjournment

ATTACHMENT 1



Representing Genesee, Livingston, Monroe, Ontario, Orleans and Wayne County

December 30, 2021 (**Updated March 20, 2022**)

Sent Electronically ONLY

Mr. Jim Fletcher (jfletcher@townofcanandaigua.org)
Town of Canandaigua Highway Department
5440 Route 5 & 20
Canandaigua, New York 14424

RE: American Public Works Association 2021 Award Winner

Dear Jim:

The Genesee Valley Branch of the American Public Works Association (APWA) is pleased to inform you that you have been selected as the 2021 recipient of the **Professional Manager of the Year Award in the Transportation category**.

The **Professional Manager of the Year Award** in the **Transportation category** seeks to inspire excellence and dedication by recognizing the outstanding career service achievements of public transportation professionals. The primary focus of this award is recognition of exceptional leadership and management by an individual through a significant transportation related project or program.

The awards will be presented **IN PERSON** at the APWA Awards Banquet on **Thursday, April 28, 2022, 6:00 p.m.**, at the RIT Inn and Conference Center, 5257 West Henrietta Road, Henrietta, NY 14467. **As a recipient of this award, you and a guest are cordially invited to attend this event, compliments of the Genesee Valley Branch of APWA (2 tickets ONLY).** Others wishing to share in this special event may purchase tickets at the following link:

<http://events.constantcontact.com/register/event?llr=tfo7rkebb&oeidk=a07ej3adkpua7e2f819>

Congratulations on your award, and we look forward to seeing you.

Very truly yours,

A handwritten signature in blue ink that reads 'Paul R. Chatfield'.

Paul R. Chatfield, P.E.
Awards Chairman

Copies by Email Only to:

Honorable Jared Simpson, Town Supervisor (jsimpson@townofcanandaigua.org)
Douglas E. Finch, Town Manager (dfinch@townofcanandaigua.org)
James Sprague, P.E. Award Manager (james.sprague@canandaiguanyork.gov)
Greg Hotaling, P.E., MRB Group (ghotaling@mrbgroupp.com)

From: Leif R. HerrGesell (lherrgesell@gmail.com) <lherrgesell@gmail.com>
Sent: Monday, April 4, 2022 3:35 PM
To: Doug Finch, Town Manager; ksilverstrim@townofcanandaigua.org; lfrarey@townofcanandaigua.org; Saralinda Hooker; tfennely@townofcanandaigua.org; Sarah Reynolds; Shawna Bonshak; Gary Davis
Subject: Cemeteries

I'd like to thank everyone who helped make the Cemetery Committee concept a reality. I had an idea and you all made it happen. The future of our Veteran's graves spanning over 200 years, the burials of the founders of Canandaigua and posterity owe you a round.

We have several people who have signaled their willingness to help us preserve and manage our cemeteries. This move puts us ahead of many communities in preparing to assume a new role. I am confident that our Town Board will embrace the concept and as Town Historian- I am proud of our effort to be mindful of both the past and the future.

Please convey my thanks to all of members of the Ordinance Committee if you see them before me as I am sure you will.

Thanks!

Leif

--

Leif HerrGesell
585.393.9338

ATTACHMENT 2

Town Clerk Report for the April 18, 2022, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of March 2022 totaled \$43,217.31 (see attached).
2. **2022 Tax Collection:** This tax season went very well. I'm excited to announce that we had a 99% collection rate this year.

2021 Tax Season of 98%
2020 Tax Season of 98%
2019 Tax Season of 98%
2018 Tax Season of 98%
2017 Tax Season of 98%

Attached is a Collection Summary Report for the year. The property owners who did not paid their 2022 tax bill in full on / before April 1, must contact the Ontario County Treasurer's office for further payment options.

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

And to the Town of Canandaigua residents, ***THANK YOU.*** What a great collection percentage. Great job Canandaigua!

3. **Resolutions:**
 - a. Acceptance of Sidewalk Easement – Fox Ridge 5B-3
 - b. Acceptance of Stormwater Management - Quailbush
 - c. Acceptance of Easements – Pierce Brook Subdivision
 - d. Acceptance of Bonadio Report of 2021 Town Clerk Office Report
 - e. Acceptance of Records of Activity Report to NYS Comptroller's Office
 - f. Amendment to the 2022 Fee Schedule
 - g. Acknowledgment of Appointment of Deputy Town Clerk – Heather Cross and Setting Salary
 - h. Salary Adjustment of Deputy Town Clerk Rebeca Doyle
4. **Fun Fact:** As of Thursday, April 7, 2022, we have a total of 1,629 people who receive our MailChimp emails.

Please let me know if you have any questions.

Submitted by,

Jean Chrisman

Jean Chrisman
Town Clerk

Town of Canandaigua Town & County 2022 Collection Summary

Batches 1 thru 159

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Town & County 2022	12955855.57	10798.95	0.00	0.00	192422.11
Totals:	12955855.57	10798.95	0.00	0.00	192422.11

Collection Statistics:

Number of Postings:	5006
Percentage Collected:	99%
Number of Adjustments:	6
Number of Voids:	30
Number of Returned Payments:	0
Number Refunded Duplicate Pmnts:	3
Total Refunded:	6899.09
Notice Handling Fees Collected:	0.00

Received Via:	
On-Line:	1027
Mail:	2504
Counter:	1451

Cash:	46207.90
Check:	11063355.25
Other:	1536789.61
Total:	12646352.76
Minus Duplicate/Over Payments:	1981.30
	12644371.46
Taxes:	12955855.57
Penalty:	10798.95
Surcharge:	0.00
Ret. Check Fees:	20.00
Notice Fees:	0.00
Total:	12966674.52
Minus Direct / Under Payments:	
41 Direct:	322303.06
0 Under:	0.00
	12644371.46

Other Payment Type Breakout:

Credit Card:	51	79707.28
Another Type:	546	1306895.69
Online Payment:	80	150186.64

TOWN OF CANANDAIGUA

TOWN MANAGER MONTHLY REPORT

April 18, 2022

KUDOS: Congratulations to Town Clerk Jean Chrisman on receipt of the CMC MMC Scholarship Award. The award is presented to support municipal clerk education from the International Institute of Municipal Clerks Foundation. Nice job Jean!

FINANCE

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

ARPA: I have submitted the interim report for the Town's ARPA funds through the system identifying the use of the ARPA funds being used for infrastructure improvements, and associated CR28. The ARPA report does require me to identify the contractor being utilized for monies expended so we will need the Town Board to give some direction on project implementation or not as soon as possible.

GENERAL:

ENHANCED LAW ENFORCEMENT: Attached to my report is the monthly enhanced law enforcement report from the Ontario County Sherriff's department.

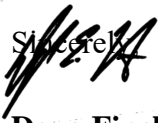
LAND ACQUISITION: During your Town Board meeting on March 21, 2022, you directed me to provide you with a cost analysis of monies available for land acquisition purposes. Attached to my report is a current fund balance report as of April 13, 2022. Depending on the land acquisition and the proposed use would determine the available monies.

- Open Space Reserve Fund – Pursuant to Town Board creation on December 27, 2000 the Open Space Reserve Fund is “established for the class of objects or purposes of the acquisition of land or rights-in-land for the preservation of open spaces and areas known as “Open Spaces Capital Reserve Fund”. The use of this money is subject to permissive referendum. Currently \$1.3 million is available. This is also the same fund that is utilized for our PDR programs.
- The Parks and Recreation Fund currently has \$400k in it, which can also be utilized if we are acquiring land with a recreational purpose.
- Fund Balance – The Town of Canandaigua Fund balance is also available for any expense the Town Board deems necessary. Fund balance consists of assigned and unassigned fund balance. Assigned meaning it already has a designated purpose, unassigned meaning it is available. We can look at the unassigned fund balance in more detail if you are interested in purposing it further.

TOWN OF CANANDAIGUA
TOWN MANAGER MONTHLY REPORT

April 18, 2022

PACTIV – On March 31, 2022 Town Councilor Fennelly, Superintendent Jim Fletcher, LDC Executive Director Matt Horn, and myself had an opportunity to meet with Pactiv to understand current and future needs including infrastructure. Pactiv utilizes the railway heavily, and continues to hire to fill vacancies. A related note, MRB is currently conducting an existing and proposed future use analysis for us of water needs for Uptown.

Sincerely,


Doug Finch, Town Manager



Town of Canandaigua , NY

Fund Balance Report

As Of 04/13/2022

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
AA100 - GENERAL FUND	3,294,734.55	1,725,005.44	1,829,653.81	3,190,086.18
AA234 - OPEN SPACE RESERVE	1,103,606.82	250,431.30	0.00	1,354,038.12
CM100 - (CR) RECREATION.MISCELLANEOUS	418,888.89	4,084.23	0.00	422,973.12
Report Total:	4,817,230.26	1,979,520.97	1,829,653.81	4,967,097.42



Summary Statement

March 31, 2022

Page 1 of 15

Investor ID: NY-01-1004

0000577-0004757 PDF 401882

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

NYCLASS

NYCLASS

Average Monthly Yield: 0.1116%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	492,610.88	0.00	0.00	46.67	127.23	492,629.53	492,657.55
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	474,383.14	0.00	0.00	44.94	73.26	474,401.10	474,428.08
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	353,636.68	0.00	0.00	33.50	63.36	353,650.06	353,670.18
NY-01-1004-0004	PARKS FUND (CM100/CR)	326,676.40	0.00	0.00	30.96	67.75	326,688.77	326,707.36
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	311,860.29	0.00	0.00	29.55	41.46	311,892.10	311,909.84
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	333,572.48	0.00	0.00	31.62	44.78	333,585.12	333,604.10

Tel: (855) 804-9980

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



Summary Statement

March 31, 2022

Page 2 of 15

Investor ID: NY-01-1004

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

NYCLASS - (continued)

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0007 HWY SNOW RD REPAIR RESERVE (DA235)	205,391.08	0.00	0.00	19.45	31.73	205,398.86	205,410.53
NY-01-1004-0008 REPAIR RESERVE FUND (AA232)	205,125.36	0.00	0.00	19.45	25.08	205,133.14	205,144.81
NY-01-1004-0009 TECHNOLOGY RESERVE FUND (AA233)	45,986.84	0.00	0.00	4.35	6.97	45,988.58	45,991.19
NY-01-1004-0010 NYS EMP SYST RESERVE (AA235)	185,950.35	0.00	0.00	17.63	28.73	185,957.40	185,967.98
NY-01-1004-0011 BONDED INDEBTEDNESS RESERVE (AA237)	215,543.54	0.00	0.00	20.41	33.29	215,551.68	215,563.95
NY-01-1004-0012 SOLID WASTE MGMT RESERVE (AA238)	801,352.59	0.00	0.00	75.94	110.30	801,382.94	801,428.53
TOTAL	3,952,109.63	0.00	0.00	374.47	653.94	3,952,259.28	3,952,484.10

Tel: (855) 804-9980

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



Account Statement

March 31, 2022

Page 3 of 15

Account Number: NY-01-1004-0001

INVESTMENTS

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	492,610.88	0.00	0.00	46.67	127.23	492,629.53	492,657.55

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			492,610.88	
03/31/2022	Income Dividend Reinvestment	46.67			
03/31/2022	Ending Balance			492,657.55	



Account Statement

March 31, 2022

Page 4 of 15

Account Number: NY-01-1004-0002

CONT. TAX RESERVE (AA231)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	474,383.14	0.00	0.00	44.94	73.26	474,401.10	474,428.08

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			474,383.14	
03/31/2022	Income Dividend Reinvestment	44.94			
03/31/2022	Ending Balance			474,428.08	



Account Statement

March 31, 2022

Page 5 of 15

Account Number: NY-01-1004-0003

OPEN SPACE RESERVE (AA234)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	353,636.68	0.00	0.00	33.50	63.36	353,650.06	353,670.18

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			353,636.68	
03/31/2022	Income Dividend Reinvestment	33.50			
03/31/2022	Ending Balance			353,670.18	



Account Statement

March 31, 2022

Page 6 of 15

Account Number: NY-01-1004-0004

PARKS FUND (CM100/CR)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	326,676.40	0.00	0.00	30.96	67.75	326,688.77	326,707.36

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			326,676.40	
03/31/2022	Income Dividend Reinvestment	30.96			
03/31/2022	Ending Balance			326,707.36	



Account Statement

March 31, 2022

Page 7 of 15

Account Number: NY-01-1004-0005

HWY EQUIP RESERVE (DA230)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	311,880.29	0.00	0.00	29.55	41.46	311,892.10	311,909.84

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			311,880.29	
03/31/2022	Income Dividend Reinvestment	29.55			
03/31/2022	Ending Balance			311,909.84	



Account Statement

March 31, 2022

Page 8 of 15

Account Number: NY-01-1004-0006

HWY IMPROV RESERVE (DA232)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	333,572.48	0.00	0.00	31.62	44.78	333,585.12	333,604.10

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			333,572.48	
03/31/2022	Income Dividend Reinvestment	31.62			
03/31/2022	Ending Balance			333,604.10	



Account Statement

March 31, 2022

Page 9 of 15

Account Number: NY-01-1004-0007

HWY SNOW RD REPAIR RESERVE (DA235)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	205,391.08	0.00	0.00	19.45	31.73	205,398.86	205,410.53

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			205,391.08	
03/31/2022	Income Dividend Reinvestment	19.45			
03/31/2022	Ending Balance			205,410.53	



Account Statement

March 31, 2022

Page 10 of 15

Account Number: NY-01-1004-0008

REPAIR RESERVE FUND (AA232)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	205,125.36	0.00	0.00	19.45	25.08	205,133.14	205,144.81

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			205,125.36	
03/31/2022	Income Dividend Reinvestment	19.45			
03/31/2022	Ending Balance			205,144.81	



Account Statement

March 31, 2022

Page 11 of 15

Account Number: NY-01-1004-0009

TECHNOLOGY RESERVE FUND (AA233)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	45,986.84	0.00	0.00	4.35	6.97	45,988.58	45,991.19

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			45,986.84	
03/31/2022	Income Dividend Reinvestment	4.35			
03/31/2022	Ending Balance			45,991.19	



Account Statement

March 31, 2022

Page 12 of 15

Account Number: NY-01-1004-0010

NYS EMP SYST RESERVE (AA235)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	185,950.35	0.00	0.00	17.63	28.73	185,957.40	185,967.98

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			185,950.35	
03/31/2022	Income Dividend Reinvestment	17.63			
03/31/2022	Ending Balance			185,967.98	



Account Statement

March 31, 2022

Page 13 of 15

Account Number: NY-01-1004-0011

BONDED INDEBTEDNESS RESERVE (AA237)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	215,543.54	0.00	0.00	20.41	33.29	215,551.68	215,563.95

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			215,543.54	
03/31/2022	Income Dividend Reinvestment	20.41			
03/31/2022	Ending Balance			215,563.95	



Account Statement

March 31, 2022

Page 14 of 15

Account Number: NY-01-1004-0012

SOLID WASTE MGMT RESERVE (AA238)

Account Summary

Average Monthly Yield: 0.1116%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	801,352.59	0.00	0.00	75.94	110.30	801,382.94	801,428.53

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2022	Beginning Balance			801,352.59	
03/31/2022	Income Dividend Reinvestment	75.94			
03/31/2022	Ending Balance			801,428.53	



NYCLASS

NYCLASS

Date	Dividend Rate	Daily Yield
03/01/2022	0.000001368	0.0499%
03/02/2022	0.000001341	0.0490%
03/03/2022	0.000001554	0.0567%
03/04/2022	0.000004656	0.0566%
03/05/2022	0.000000000	0.0566%
03/06/2022	0.000000000	0.0566%
03/07/2022	0.000001643	0.0600%
03/08/2022	0.000001818	0.0664%
03/09/2022	0.000001749	0.0638%
03/10/2022	0.000001969	0.0719%
03/11/2022	0.000005994	0.0730%
03/12/2022	0.000000000	0.0729%
03/13/2022	0.000000000	0.0729%
03/14/2022	0.000002145	0.0782%
03/15/2022	0.000002284	0.0833%
03/16/2022	0.000002544	0.0928%
03/17/2022	0.000003398	0.1240%
03/18/2022	0.000010557	0.1285%
03/19/2022	0.000000000	0.1285%
03/20/2022	0.000000000	0.1285%
03/21/2022	0.000003655	0.1333%
03/22/2022	0.000003794	0.1385%
03/23/2022	0.000004437	0.1619%
03/24/2022	0.000004609	0.1682%
03/25/2022	0.000013995	0.1703%
03/26/2022	0.000000000	0.1703%
03/27/2022	0.000000000	0.1703%
03/28/2022	0.000004833	0.1764%
03/29/2022	0.000005277	0.1926%
03/30/2022	0.000005378	0.1963%
03/31/2022	0.000005753	0.2100%

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



TRAFFIC REPORT



During the Month of March 2022, Deputies continued to work the Enhanced Law Enforcement traffic patrol in the Town of Canandaigua. During this time, Deputies worked a total of 34 hours conducting traffic operations. Combined, they initiated 40 traffic stops and issued 26 citations consisting of the following:

State Route 332 - 3 citation

- 1 no plate
- 1 speed over 55
- 1 failed to notify dmV

County Road 16 - 2 citation

- 1 disobey traffic device
- 1 speed in zone

Middle Chesire Road- 7 citations

- 2 disobey traffic device
- 5 speed in zone

Emerson Road - 1 citation

- 1 disobey traffic device

County Road 28 - 3 citations

- 1 uninspected
- 2 disobey traffic device
- 1 more than one sticker

State Route 21 - 2 citations

- 2 disobey traffic device

New Michagan - 2 citations

- 2 speed over 55

Seneca Point Road - 3 citation

- 1 disobey traffic device

Outhouse Road - 1 citation

- 1 uninspected vehicle

Townline Road - 1 citation

- 1 more than one sticker

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

- assisted road patrol with a hang up 911
- followed 4 school buses

Respectfully,

Sergeant Dana Egburtson



Town of Canandaigua , NY

Project Activity vs Budget Report

By Project Number

Date Range: 01/01/2018 - 04/01/2022

Project Number	Project Name	Group	Project Type	Status
18	Suckerbrook	Project focus on environmental imp	Multi-year Capital Proi	Project is Active
Revenues				
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance
HH100239700018	OTHER GOV'TS.CAPITAL.SUCKE	0.00	0.00	0.00
HH100309700018	STATE AID.SUCKERBROOK	0.00	0.00	0.00
HH100503100018	INTERFUND TRANSFER.SUCKER	0.00	0.00	0.00
Total Revenues:		0.00	0.00	0.00
Expenses				
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance
HH100142040000018	ATTORNEY.CONTSUCKERBROO	0.00	0.00	0.00
HH100144020000018	ENGINEERING.CAPITAL.SUCKER	0.00	0.00	0.00
HH100194020000018	PURCHASE OF LAN.CAPITAL.SU	0.00	0.00	0.00
HH100859710000018	DRAIN&STORM.PERSONNAL.S	0.00	0.00	0.00
HH100859720000018	DRAIN&STORM.CAPITAL.SUCK	0.00	0.00	0.00
HH100859740000018	DRAIN&STORM.CONTRACTUAL	0.00	0.00	0.00
Total Expenses:		0.00	0.00	0.00
18 Total:		0.00	0.00	0.00
-239,715.23		-239,715.23	-239,715.23	239,715.23
26W				
	Water System Upgrade	Project focus on infrastructure	Multi-year Capital Proi	Project is Active
Revenues				
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance
HH10024010026W	INTEREST & EARNINGS	0.00	0.00	0.00
HH10049910026W	FED AID. WIIA GRANT	-3,000,000.00	-3,000,000.00	0.00
HH10050310026W	INTERFUND TRANSFER	-1,000,000.00	-1,000,000.00	0.00
HH10057100026W	SERIAL BONDS.WATER DISTRIC	0.00	0.00	0.00
HH10057300026W	BOND ANTICIPATION NOTES	-3,570,000.00	-3,570,000.00	0.00
Total Revenues:		-7,570,000.00	-7,570,000.00	0.00
-11,171,147.96		-11,171,147.96	-11,171,147.96	3,601,147.96
Expenses				
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance
HH10013804000026W	FISCAL AGENT FEES.CONTRACT	50,000.00	50,000.00	0.00
HH10013804010026W	FISCAL AGENT FEES.EFC	20,500.00	20,500.00	0.00
HH10014204000026W	ATTORNEY.CONTRACTUAL	75,000.00	75,000.00	0.00
HH10014204010026W	ATTORNEY.BOND COUNSEL	25,000.00	25,000.00	0.00
HH10014402000026W	ENGINEERING.CAPITAL.EQUIP	890,000.00	890,000.00	0.00
HH10019892000026W	ADMIN.CAPITAL.EQUIPMENT	0.00	0.00	0.00
HH10019972000026W	CONTINGENCY	465,260.00	465,260.00	0.00
Total Activity		54,016.00	54,016.00	-4,016.00
20,145.00		355.00	355.00	20,145.00
71,920.00		3,080.00	3,080.00	71,920.00
14,874.83		10,125.17	10,125.17	14,874.83
-2,885.77		892,885.77	892,885.77	-2,885.77
0.00		0.00	0.00	0.00
465,260.00		0.00	0.00	465,260.00

Project Activity vs Budget Report

Date Range: 01/01/2018 - 04/01/2022

Project Number	Project Name	Group	Project Type	Status					
27	HH10083102000026W	WATER TANKS & SUPPLY LINES	3,460,100.00	3,460,100.00	0.00	3,466,720.11	3,466,720.11	-6,620.11	
	HH10083102010026W	ELECTRIC SERVICE FOR TANKS	100,750.00	100,750.00	0.00	100,748.81	100,748.81	1.19	
	HH10083102020026W	PUMP FACILITY	1,275,140.00	1,275,140.00	0.00	1,236,339.12	1,236,339.12	38,800.88	
	HH10083102030026W	ELECTRIC SERVICE FOR PUMPS	540,250.00	540,250.00	0.00	535,707.27	535,707.27	4,542.73	
	HH10083102040026W	TRANSMISSION WATER MAIN	330,000.00	330,000.00	0.00	259,724.68	259,724.68	70,275.32	
	HH10083102050026W	MOBILIZATION & GENERAL	338,000.00	338,000.00	0.00	486,115.48	486,115.48	-148,115.48	
	HH10097306000026W	BAN.PRINCIPAL & INT/WD UPG	0.00	0.00	0.00	3,620,835.00	3,620,835.00	-3,620,835.00	
	Total Expenses:		7,570,000.00	7,570,000.00	0.00	10,666,652.41	10,666,652.41	-3,096,652.41	
	26W Total:		0.00	0.00	0.00	-504,495.55	-504,495.55	504,495.55	
	Pendleton Farms PDR								

Project focus on environmental imp			Multi-year Capital Proj			Project is Active				
Revenues	Account Name	Total Budget	Date Range	Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining		
27	HH100270500027	GIFTS&DONATIONS/LANDOW	-205,760.00	-205,760.00	0.00	0.00	0.00	-205,760.00		
	HH100278000027	CONTRIBUTED SERVICE PENDL	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00		
	HH100329700027	STATE AID PENDLETON FARMS	-671,049.00	-671,049.00	0.00	-472,989.00	-472,989.00	-198,060.00		
	HH100503100027	INTERFUND TRANSFER PENDLE	-9,340.00	-9,340.00	0.00	-9,340.00	-9,340.00	0.00		
	Total Revenues:		-896,149.00	-896,149.00	0.00	-482,329.00	-482,329.00	-413,820.00		

Expenses		Date Range		Budget		Budget	
Account Key	Account Name	Total Budget	Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
HH100135540000027	APPRAISAL,PENDLETON FARM	9,500.00	9,500.00	0.00	3,500.00	3,500.00	6,000.00
HH100142040000027	ATTORNEY,PENDLETON FARMS	11,489.00	11,489.00	0.00	10,086.00	10,086.00	1,403.00
HH100194020000027	CONSERVATION EASEMENT AQ	840,600.00	840,600.00	0.00	469,750.00	469,750.00	370,850.00
HH100198920000027	MISC.CAPITAL,PENDLETON FAR	1,560.00	1,560.00	0.00	0.00	0.00	1,560.00
HH100199720000027	STAFF TIME,PENDLETON FARM	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
HH100809720000027	SURVEY,PENDLETON FARMS PD	18,000.00	18,000.00	0.00	3,500.00	3,500.00	14,500.00
Total Expenses:		896,149.00	896,149.00	0.00	486,836.00	486,836.00	409,313.00
27 Total:		0.00	0.00	0.00	4,507.00	4,507.00	-4,507.00

28

Invasive Species Grant		Project focus on environmental imp		Multi-Year Capital Proj		Project is Active		
Revenues								
Account Key	Account Name	Total Budget	Date Range	Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
HH100240100028	INTEREST & EARNINGS,HWA E	0.00		0.00	0.00	0.00	0.00	0.00
HH100309200028	STATE AID CAPITAL,HWA ERADI	-15,617.77		-15,617.77	0.00	-13,677.48	-13,677.48	-1,940.29
HH100503100028	INTERFUND TRANSFER,HWA E	-1,124.23		-1,124.23	0.00	-1,124.23	-1,124.23	0.00
Total Revenues:		-16,742.00		-16,742.00	0.00	-14,801.71	-14,801.71	-1,940.29
Expenses								
Account Key	Account Name	Total Budget	Date Range	Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
HH100711040200028	TREES & LANDSCAPE,HWA ERA	16,742.00		16,742.00	0.00	15,522.56	15,522.56	1,219.44
Total Expenses:		16,742.00		16,742.00	0.00	15,522.56	15,522.56	1,219.44

Project Activity vs Budget Report

Date Range: 01/01/2018 - 04/01/2022

Project Number	Project Name	Group	Project Type	Status					
30	Cybersecurity Improvements	28 Total:	0.00	0.00	0.00	720.85	720.85	-720.85	
		Project focus on community service							
		Revenues	Multi-year Capital Proj		Project is Active				
		Account Key	Date Range		Beginning Balance		Total Activity		Ending Balance
		HH100409700030	Budget		0.00		-14,550.50		-14,550.50
		Account Name	Total Budget		0.00		-14,550.50		-35,449.50
		FED AID, DHSES GRANT	-50,000.00						
		Total Revenues:	-50,000.00						
		Expenses	Date Range		Beginning Balance		Total Activity		Ending Balance
		Account Key	Budget		0.00		12,500.00		12,500.00
31	Cultural Historical Resource Survey	30 Total:	0.00	0.00	0.00	0.00	0.00	0.00	
		Project focus on community service							
		Revenues	Multi-year Capital Proj		Project is Active				
		Account Key	Date Range		Beginning Balance		Total Activity		Ending Balance
		HH100329700031	Budget		0.00		-15,000.00		-15,000.00
		Account Name	Total Budget		0.00		-15,000.00		0.00
		STATE AID - OTHER, HISTORICAL	-15,000.00						
		INTERFUND TRANSFER, HISTOR	-4,920.00		0.00		-4,920.00		0.00
		Total Revenues:	-19,920.00		0.00		-19,920.00		0.00
		Expenses	Date Range		Beginning Balance		Total Activity		Ending Balance
32	LGRMIF	31 Total:	0.00	0.00	0.00	-17,983.00	-17,983.00	17,983.00	
		Project focus on Administration							
		Revenues	Multi-year Capital Proj		Project is Active				
		Account Key	Date Range		Beginning Balance		Total Activity		Ending Balance
		HH100329700032	Budget		0.00		-32,314.00		-32,314.00
		Account Name	Total Budget		0.00		-32,314.00		-32,315.00
		STATE AID - OTHER, LGRMIF	-64,629.00						
		Total Revenues:	-64,629.00						
		Expenses	Date Range		Beginning Balance		Total Activity		Ending Balance
		Account Key	Budget		0.00		5,148.75		5,148.75
33	ARR Funds	32 Total:	0.00	0.00	0.00	-25,442.50	-25,442.50	25,442.50	
		Project focus on Infrastructure							
		Revenues	Multi-year Capital Proj		Project is Active				
		Account Key	Date Range		Beginning Balance		Total Activity		Ending Balance
		HH10014601000032	Budget		0.00		0.00		0.00
		Account Name	Total Budget		0.00		1,722.75		1,722.75
		RECORDS MGMT, PERSONAL SE	5,325.00						
		RECORDS MGMT, CAPITAL EQUI	2,218.00		0.00		0.00		0.00
		RECORDS MGMT, CONT, LGRMIF	57,086.00		0.00		6,871.50		6,871.50
		Total Expenses:	64,629.00		0.00		6,871.50		57,757.50

Project Activity vs Budget Report

Date Range: 01/01/2018 - 04/01/2022

Project Number	Project Name	Group	Project Type	Status	Beginning Balance	Total Activity	Ending Balance	Budget Remaining		
34	Revenues	Gateway Signs	Project focus on buildings/constructi	Multi-year Capital Proj	Project is Active	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
	Account Key									
	HH100408900033									
	Account Name									
	FED AID - OTHER-ARP FUNDS									
	Total Revenues:									
	33 Total:									
35	Revenues	Uptown Canandaigua Infrastructure	Project focus on infrastructure	Multi-year Capital Proj	Project is Active	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
	Account Key									
	HH100503100035									
	Account Name									
	INTERFUND TRANSFER.UPTOW									
	Total Revenues:									
	34 Total:									
35	Expenses	Gateway Signs	Project focus on buildings/constructi	Multi-year Capital Proj	Project is Active	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
	Account Key									
	HH100331020000034									
	Account Name									
	TRAFFIC.CAPITAL.GATEWAY SIG									
	Total Expenses:									
	35 Total:									
35	Expenses	Uptown Canandaigua Infrastructure	Project focus on infrastructure	Multi-year Capital Proj	Project is Active	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
	Account Key									
	HH100839720000035									
	Account Name									
	WATER CAP EQUIP.UPTOWN IN									
	Total Expenses:									
	35 Total:									

Summary

Project Summary		Project Summary				
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance
18	Suckerbrook	0.00	0.00	0.00	-239,715.23	-239,715.23
26W	Water System Upgrade	0.00	0.00	0.00	-504,495.55	-504,495.55
27	Pendleton Farms PDR	0.00	0.00	0.00	4,507.00	4,507.00
28	Invasive Species Grant	0.00	0.00	0.00	720.85	720.85
30	Cybersecurity Improvements	0.00	0.00	0.00	0.00	0.00
31	Cultural Historical Resource Survey	0.00	0.00	0.00	-17,983.00	-17,983.00
32	LGRMIF	0.00	0.00	0.00	-25,442.50	-25,442.50
33	ARR Funds	-1,159,176.00	-1,159,176.00	0.00	0.00	0.00
34	Gateway Signs	0.00	0.00	0.00	-12,260.00	-12,260.00
35	Uptown Canandaigua Infrastructure	0.00	-100,000.00	0.00	-125,000.00	-125,000.00
Report Total:		-1,159,176.00	-1,259,176.00	0.00	-919,668.43	-919,668.43

Group Summary		Group Summary				
Group		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance
Project focus on Administration		0.00	0.00	0.00	-25,442.50	-25,442.50
Project focus on buildings/construction		0.00	0.00	0.00	-12,260.00	-12,260.00
Project focus on community service		0.00	0.00	0.00	-17,983.00	-17,983.00
Project focus on environmental impact		0.00	0.00	0.00	-234,487.38	-234,487.38
Project focus on infrastructure		-1,159,176.00	-1,259,176.00	0.00	-629,495.55	-629,495.55
Report Total:		-1,159,176.00	-1,259,176.00	0.00	-919,668.43	-919,668.43

Type Summary		Type Summary				
Group		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance
Multi-year Capital Project		-1,159,176.00	-1,259,176.00	0.00	-919,668.43	-919,668.43
Report Total:		-1,159,176.00	-1,259,176.00	0.00	-919,668.43	-919,668.43

Town of Canandaigua

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

MEMO

To: Canandaigua Town Board Date: April 8, 2022
From: Kate Silverstrim-Jensen, Finance Clerk II
Re: March 2022 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through March 31, 2022.

REVENUES

Receipts recorded for March total \$123,526.30 and include the following:

- Cable Franchise Fees - \$47,729.34
- Town Clerk - \$28,398.87 and \$0.00 in special park & recreation funds.
- Justice Fees - \$15,363.50
- Development Office - \$10,477.50 applied against accounts receivable
- Refunds and/or Reimbursements - \$7,525.88
- Sureties Accepted - \$6,094.55
- Water Relevy - \$5,477.00
- Services Provided - \$1,704.88
- Metal Recycling - \$754.78

EXPENDITURES

We expect the available balance in each fund to be about 75% at the end of March.

- General Fund (AA100) – Expenditures to date are \$1,748,671.90 against a budget of \$5,720,500.00 which leaves 69.43% available.
- Highway Fund (DA100) – Expenditures to date are \$928,368.75 against a budget of \$4,375,330.00 which leaves 78.78% available.
- Water Fund (SW500) – Expenditures to date are \$154,788.27 against a budget of \$1,827,758.00 which leaves 91.53% available.



Town of Canandaigua , NY

Monthly Budget Report

Account Summary

For Fiscal: 2022 Period Ending: 03/31/2022

		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	-20,850.91	22,671.71	-3,136.29	12.15 %
AA100.1090.00000	PENALTY ON TAXES	11,000.00	11,000.00	0.00	0.00	-11,000.00	100.00 %
AA100.1120.00000	NON PROPERTY SALES TAX	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	100.00 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	85,000.00	85,000.00	47,729.34	47,729.34	-37,270.66	43.85 %
AA100.1255.00000	TOWN CLERK FEES	1,900.00	1,900.00	131.63	219.99	-1,680.01	88.42 %
AA100.1603.00000	VITAL STATISTICS FEE	5,000.00	5,000.00	250.00	720.00	-4,280.00	85.60 %
AA100.2001.00000	PARK & RECREATION FEES	120,000.00	120,000.00	7,601.08	13,263.94	-106,736.06	88.95 %
AA100.2001.10000	PARK & REC FEES.FBC	0.00	0.00	0.00	1,000.00	1,000.00	0.00 %
AA100.2110.00000	ZONING FEES	50,000.00	50,000.00	6,283.33	15,183.33	-34,816.67	69.63 %
AA100.2120.00000	SOIL EROSION CONTROL	6,000.00	6,000.00	150.00	1,350.00	-4,650.00	77.50 %
AA100.2148.00000	RETURNED CHECK FEE	60.00	60.00	20.00	20.00	-40.00	66.67 %
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	2,500.00	-22,500.00	90.00 %
AA100.2401.00000	INTEREST & EARNINGS	1,000.00	1,000.00	409.01	855.85	-144.15	14.42 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	17,910.00	17,910.00	900.00	2,700.00	-15,210.00	84.92 %
AA100.2544.00000	DOG LICENSES	25,000.00	25,000.00	1,203.00	3,169.00	-21,831.00	87.32 %
AA100.2590.00000	SITE DEVELOPMENT FEES	75,000.00	75,000.00	4,999.80	10,950.80	-64,049.20	85.40 %
AA100.2591.00000	TRANSFER STATION FEES	25,002.00	25,002.00	821.00	2,441.00	-22,561.00	90.24 %
AA100.2610.00000	FINES & FORFEITED BAIL	95,000.00	95,000.00	4,673.50	21,479.00	-73,521.00	77.39 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	754.78	3,272.64	-11,727.36	78.18 %
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	1,000.00	0.00	0.00	-1,000.00	100.00 %
AA100.2750.00000	AIM-RELATED PAYMENTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
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 %
AA100.5031.0000R	TRANSFER FROM RESERVE	93,000.00	93,000.00	0.00	0.00	-93,000.00	100.00 %
AA100.5031.000CM	INTERFUND TRANSFERS.PARK FUN	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FO	834,320.00	1,834,320.00	0.00	1,000,000.00	-834,320.00	45.48 %
Revenue Total:		4,720,500.00	5,720,500.00	56,075.56	1,724,555.44	-3,995,944.56	69.85 %
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	21,484.00	21,484.00	1,652.64	4,544.76	16,939.24	78.85 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	3,000.00	3,000.00	24.30	515.80	2,484.20	82.81 %
AA100.1110.110.00000	JUSTICES.ELECTED	52,906.00	52,906.00	4,069.68	12,209.04	40,696.96	76.92 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, FT	53,040.00	53,040.00	4,080.00	12,240.00	40,800.00	76.92 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	5,000.00	5,000.00	46.93	154.86	4,845.14	96.90 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	8,050.00	8,050.00	675.20	825.64	7,224.36	89.74 %
AA100.1110.401.00000	JUSTICES..CONTR.COURTSECURITY	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	21,224.00	21,224.00	1,632.62	4,897.86	16,326.14	76.92 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,000.00	2,000.00	153.84	307.68	1,692.32	84.62 %
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 SERVI	132,613.00	132,613.00	10,201.00	30,603.00	102,010.00	76.92 %
AA100.1230.120.00000	TOWN MGR.ADMINISTRATIVE AIDE	34,216.00	34,216.00	2,355.88	7,014.76	27,201.24	79.50 %
AA100.1230.144.00000	TOWN MGR. CLERK FINANCE	65,805.00	65,805.00	5,061.92	15,185.76	50,619.24	76.92 %
AA100.1230.145.00000	TOWN MGR. CLERK PT	24,001.00	24,001.00	0.00	0.00	24,001.00	100.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPM	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	126.82	407.01	9,102.99	95.72 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	16,000.00	16,000.00	2,000.00	2,000.00	14,000.00	87.50 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	750.00	750.00	135.42	191.44	558.56	74.47 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	65,520.00	65,520.00	740.00	11,738.00	53,782.00	82.08 %
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	4,501.00	4,501.00	0.00	100.00	4,401.00	97.78 %
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	1,752.00	1,752.00	362.50	362.50	1,389.50	79.31 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	30,180.00	30,180.00	302.30	8,938.70	21,241.30	70.38 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT	900.00	900.00	0.00	0.00	900.00	100.00 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	66,583.00	66,583.00	5,121.76	15,365.28	51,217.72	76.92 %
AA100.1410.131.00000	TOWN CLERK.DEPUTY F/T	40,666.00	40,666.00	3,051.20	8,266.85	32,399.15	79.67 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY P/T	23,704.00	40,704.00	2,660.50	7,096.61	33,607.39	82.57 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	3,350.00	3,350.00	0.00	225.00	3,125.00	93.28 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	18,920.00	18,920.00	2,775.43	6,063.87	12,856.13	67.95 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	21,750.00	21,750.00	2,100.00	2,100.00	19,650.00	90.34 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO	71,400.00	71,400.00	5,492.30	16,476.90	54,923.10	76.92 %
AA100.1430.141.00000	PERSONNEL.CLERK P/T	16,000.00	16,000.00	826.20	2,750.18	13,249.82	82.81 %
AA100.1430.142.00000	PERSONNEL.CLERK P/T	1.00	1.00	0.00	0.00	1.00	100.00 %
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	-465.51	1,024.19	2,895.81	73.87 %
AA100.1430.420.00000	PERSONNEL.EAP HUMAN RESOURC	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	52,500.00	52,500.00	3,525.00	3,525.00	48,975.00	93.29 %
AA100.1440.406.00000	ENGINEERING. SEWERS	30,500.00	30,500.00	822.50	822.50	29,677.50	97.30 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL.	17,000.00	17,000.00	16,500.00	16,500.00	500.00	2.94 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRAC	14,800.00	14,800.00	149.21	1,132.21	13,667.79	92.35 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C	3,900.00	3,900.00	89.99	283.99	3,616.01	92.72 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	146,502.00	155,937.00	0.00	0.00	155,937.00	100.00 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	4,000.00	4,000.00	0.00	40.01	3,959.99	99.00 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTI	46,000.00	46,000.00	7,230.15	9,987.35	36,012.65	78.29 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR	75,000.00	75,000.00	12,182.58	10,529.87	64,470.13	85.96 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY.	37,250.00	37,250.00	3,369.10	5,102.47	32,147.53	86.30 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	33,500.00	33,500.00	2,232.96	4,351.95	29,148.05	87.01 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU	14,500.00	14,500.00	-1,929.29	1,694.30	12,805.70	88.32 %
AA100.1680.125.00000	CENTRAL DATA PROCESSING..PT PE	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIP	23,250.00	23,250.00	13,073.00	3,432.62	19,817.38	85.24 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	78,360.00	78,360.00	2,600.26	13,241.98	65,118.02	83.10 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	110,000.00	110,000.00	0.00	22,754.00	87,246.00	79.31 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
AA100.1990.400.00000	CONTINGENCY	98,776.00	79,801.00	0.00	0.00	79,801.00	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00 %
AA100.3189.200.00000	SIDEWALK 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	241.45	99,758.55	99.76 %
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	750.00	750.00	2,250.00	75.00 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	0.00	400.00	100.00 %
AA100.4540.400.00000	AMBULANCE CONTRACTUAL	9,000.00	9,000.00	0.00	4,000.00	5,000.00	55.56 %
AA100.5010.110.00000	HIGHWAY SUPT.ELECTED	54,500.00	54,500.00	4,192.30	12,576.90	41,923.10	76.92 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	5,000.00	5,000.00	384.62	1,153.86	3,846.14	76.92 %
AA100.5010.130.00000	HIGHWAY.ACCOUNT 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	1,534.25	9,197.21	15,202.79	62.31 %
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	2,184.53	4,752.15	21,247.85	81.72 %
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 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR	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	7,320.00	0.00	0.00	7,320.00	100.00 %
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	5,281.05	10,707.45	67,373.55	86.29 %
AA100.7110.131.00000	SEASONAL.ONANDA PERSONAL SE	59,317.00	59,317.00	1,856.44	4,828.81	54,488.19	91.86 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	11,907.00	11,907.00	0.00	0.00	11,907.00	100.00 %
AA100.7110.143.00000	PARK.LABORERS P/T SEASONAL	45,500.00	45,500.00	0.00	0.00	45,500.00	100.00 %
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANC	195,769.00	195,769.00	0.00	-64,760.00	260,529.00	133.08 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PAR	10,004.00	10,004.00	0.00	1,600.00	8,404.00	84.01 %
AA100.7110.400.00000	PARK.CONTRACTUAL	106,063.00	106,063.00	6,122.03	6,596.86	99,466.14	93.78 %
AA100.7110.402.00000	PARKS.LANDSCAPING	6,080.00	6,080.00	0.00	0.00	6,080.00	100.00 %
AA100.7110.404.00000	PARKS AUBURN TRAIL	12,500.00	12,500.00	625.00	625.00	11,875.00	95.00 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEGU	42,500.00	42,500.00	0.00	0.00	42,500.00	100.00 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTR	5,330.00	5,330.00	218.80	218.80	5,111.20	95.89 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIE NIGHT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.7140.410.00000	PLAYGROUND/RECREATION.DAY CA	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
AA100.7450.410.00000	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
AA100.7510.120.00000	HISTORIAN.PERSONAL SERVICES	3,570.00	3,570.00	892.50	892.50	2,677.50	75.00 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	2,502.00	2,502.00	172.50	172.50	2,329.50	93.11 %
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	13,572.90	45,243.10	76.92 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	17,747.00	17,747.00	666.56	1,722.40	16,024.60	90.29 %
AA100.8010.144.00000	ZONING..CLERK P/T	35,360.00	18,360.00	884.00	884.00	17,476.00	95.19 %
AA100.8010.146.00000	ZONING.SENIOR CLERK	48,797.00	48,797.00	3,615.65	9,907.27	38,889.73	79.70 %
AA100.8010.200.00000	ZONE.PLANNER.CAPITAL.EQUIPME	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	1,861.00	1,861.00	64.60	193.80	1,667.20	89.59 %
AA100.8010.420.00000	ZONING.PLANNER.CONTRACTUAL	3,520.00	3,520.00	589.60	809.75	2,710.25	77.00 %
AA100.8020.120.00000	PLANNING BOARD.PERSONAL SERV	14,306.00	14,306.00	3,576.50	3,576.50	10,729.50	75.00 %
AA100.8020.140.00000	PB STENOGRAPHER P/T.PERSONAL	6,300.00	6,300.00	418.89	976.20	5,323.80	84.50 %
AA100.8020.150.00000	ECB.PERSONAL SERVICES	4,200.00	4,200.00	900.00	900.00	3,300.00	78.57 %
AA100.8020.160.00000	PLAN..ECB SECRETARY STENOGRAP	4,700.00	4,700.00	617.61	1,281.63	3,418.37	72.73 %
AA100.8020.400.00000	PLANNING BOARD.CONTRACTUAL	7,500.00	7,500.00	1,009.17	1,684.81	5,815.19	77.54 %
AA100.8020.405.00000	PLANNING.CIC CONTRACTUAL	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRA	1,500.00	1,500.00	330.00	660.00	840.00	56.00 %
AA100.8020.424.00000	PLANNING.UPTOWN	11,250.00	11,250.00	0.00	0.00	11,250.00	100.00 %
AA100.8020.428.00000	PLANNING.HISTORICAL PROJECT TE	750.00	750.00	0.00	-264.00	1,014.00	135.20 %
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	-263.00	1,463.00	121.92 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS	5,691.00	5,691.00	1,186.50	1,186.50	4,504.50	79.15 %
AA100.8040.140.00000	ZONING BOARD OF APPEALS SECRE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT	4,000.00	4,000.00	435.00	500.39	3,499.61	87.49 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	502.00	502.00	0.00	0.00	502.00	100.00 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON	106,960.00	106,960.00	4,889.47	15,724.15	91,235.85	85.30 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PE	38,000.00	38,000.00	4,571.25	12,716.26	25,283.74	66.54 %
AA100.8160.200.00000	WASTE & RECYCLING EQUIPMENT	135,540.00	135,540.00	27,460.00	69,967.07	65,572.93	48.38 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUA	96,000.00	96,000.00	10,532.05	15,138.90	80,861.10	84.23 %
AA100.8664.121.00000	CODE ENFORCEMENT	71,219.00	71,219.00	5,478.38	16,435.14	54,783.86	76.92 %
AA100.8664.122.00000	CODE ENFORCEMENT	18,016.00	18,016.00	346.40	2,765.79	15,250.21	84.65 %
AA100.8664.124.00000	CODE ENFORCEMENT	64,601.00	64,601.00	4,969.30	14,907.90	49,693.10	76.92 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQU	27,000.00	27,000.00	0.00	0.00	27,000.00	100.00 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU	4,620.00	4,620.00	758.61	885.67	3,734.33	80.83 %
AA100.8710.400.00000	CONSERVATION.CONTRACTUAL	17,250.00	17,250.00	0.00	525.00	16,725.00	96.96 %
AA100.8730.450.00000	FORESTRY TREE ADVISORY BOARD	17,300.00	17,300.00	0.00	0.00	17,300.00	100.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	21,200.00	21,200.00	5,000.00	5,000.00	16,200.00	76.42 %
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 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	117,000.00	117,000.00	7,616.07	22,567.09	94,432.91	80.71 %
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	0.00	5,000.00	100.00 %
AA100.9055.800.00000	DISABILITY INSURANCE	2,500.00	2,500.00	0.00	375.38	2,124.62	84.98 %
AA100.9060.810.00000	MEDICAL INSURANCE	177,000.00	177,000.00	29,757.55	57,519.63	119,480.37	67.50 %
AA100.9060.811.00000	DENTAL INSURANCE	15,000.00	15,000.00	2,176.28	4,236.96	10,763.04	71.75 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	307.68	692.28	3,307.72	82.69 %
AA100.9060.830.00000	HSA ACCOUNT	47,100.00	47,100.00	1,144.62	23,111.89	23,988.11	50.93 %
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	0.00	72,813.00	100.00 %
AA100.9901.900.00000	INTERFUND TRANSFER	0.00	20,000.00	0.00	20,000.00	0.00	0.00 %
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 PR	0.00	125,000.00	0.00	125,000.00	0.00	0.00 %
Expense Total:		4,720,500.00	5,720,500.00	263,068.45	1,748,671.90	3,971,828.10	69.43 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):		0.00	0.00	-206,992.89	-24,116.46	-24,116.46	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX R	0.00	0.00	44.94	73.26	73.26	0.00 %
Revenue Total:		0.00	0.00	44.94	73.26	73.26	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:		0.00	0.00	44.94	73.26	73.26	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE							
Revenue							
AA232.2401.00000	INTEREST & EARNING.BUILDING RE	0.00	0.00	19.45	25.08	25.08	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	19.45	125,025.08	125,025.08	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:		0.00	0.00	19.45	125,025.08	125,025.08	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
AA233.2401.00000	INTEREST & EARNING.TECHNOLOG	0.00	0.00	4.35	6.97	6.97	0.00 %
Revenue Total:		0.00	0.00	4.35	6.97	6.97	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:		0.00	0.00	4.35	6.97	6.97	0.00 %
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE	0.00	0.00	246.44	431.30	431.30	0.00 %
AA234.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	250,000.00	250,000.00	0.00 %
Revenue Total:		0.00	0.00	246.44	250,431.30	250,431.30	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Total:		0.00	0.00	246.44	250,431.30	250,431.30	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
Revenue							
AA235.2401.00000	INTEREST & EARNING.NYS RETIRE	0.00	0.00	17.63	28.73	28.73	0.00 %
Revenue Total:		0.00	0.00	17.63	28.73	28.73	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:		0.00	0.00	17.63	28.73	28.73	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE							
Revenue							
AA237.2401.00000	INTEREST & EARNINGS.BONDED IN	0.00	0.00	20.41	33.29	33.29	0.00 %
Revenue Total:		0.00	0.00	20.41	33.29	33.29	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:		0.00	0.00	20.41	33.29	33.29	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WAS	0.00	0.00	75.94	110.30	110.30	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	75.94	250,110.30	250,110.30	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:		0.00	0.00	75.94	250,110.30	250,110.30	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS							
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	0.00	0.00	0.00	4,000.00	4,000.00	0.00 %
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	37.28	84.23	84.23	0.00 %
Revenue Total:		0.00	0.00	37.28	4,084.23	4,084.23	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Total:		0.00	0.00	37.28	4,084.23	4,084.23	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	0.00	-2,100,000.00	100.00 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	142,506.00	142,506.00	0.00	71,253.00	-71,253.00	50.00 %
DA100.2303.00000	SALE OF FUEL	2,800.00	2,800.00	544.78	1,079.80	-1,720.20	61.44 %
DA100.2401.00000	INTEREST & EARNINGS	1,200.00	1,200.00	103.73	344.67	-855.33	71.28 %
DA100.2410.00000	RENTAL OF LABOR/INDIVIDUALS	2,500.00	2,500.00	160.10	160.10	-2,339.90	93.60 %
DA100.2414.00000	RENTAL OF EQUIPMENT	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
DA100.2665.00000	SALE OF EQUIPMENT	37,000.00	37,000.00	0.00	0.00	-37,000.00	100.00 %
DA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	1,425.88	1,425.88	1,425.88	0.00 %
DA100.3501.00000	NYS STATE AID CHIPS	297,541.00	297,541.00	0.00	0.00	-297,541.00	100.00 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FO	631,189.00	746,783.00	0.00	115,594.00	-631,189.00	84.52 %
DA100.9232.00000	HGWY IMPROVEMENT RESERVE FO	175,000.00	175,000.00	0.00	0.00	-175,000.00	100.00 %
Revenue Total:		4,259,736.00	4,375,330.00	2,234.49	1,054,857.45	-3,320,472.55	75.89 %
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	1,500.00	1,500.00	150.00	150.00	1,350.00	90.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	120,000.00	120,000.00	0.00	540.00	119,460.00	99.55 %
DA100.1710.400.00000	HWY.CONTRACTUAL	12,840.00	12,840.00	486.63	904.73	11,935.27	92.95 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	616,807.00	616,807.00	0.00	67,079.09	549,727.91	89.12 %
DA100.5110.131.00000	GENERAL REPAIRS.VACATIONBUYB	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
DA100.5110.400.00000	GENERAL REPAIRS.CONTRACTUAL	1,300,001.00	1,300,001.00	34,841.08	39,385.63	1,260,615.37	96.97 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	371,006.00	486,600.00	55,668.50	95,928.50	390,671.50	80.29 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL..	265,000.00	254,298.91	14,402.14	35,781.95	218,516.96	85.93 %
DA100.5130.400.00111	MACHINERY.CONTRACTUAL.CAR#1	0.00	122.74	122.74	122.74	0.00	0.00 %
DA100.5130.400.00114	MACHINERY.CONTRACTUAL.CAR#1	0.00	21.00	21.00	21.00	0.00	0.00 %
DA100.5130.400.00201	MACHINERY.CONTRACTUAL.TRUCK	0.00	110.00	110.00	110.00	0.00	0.00 %
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK	0.00	903.57	129.83	903.57	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,624.55	1,237.77	1,624.55	0.00	0.00 %
DA100.5130.400.00212	MACHINERY.CONTRACTUAL.TRUCK	0.00	523.59	523.59	523.59	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK	0.00	281.52	281.52	281.52	0.00	0.00 %
DA100.5130.400.00215	MACHINERY.CONTRACTUAL.TRUCK	0.00	63.49	0.00	63.49	0.00	0.00 %
DA100.5130.400.00217	MACHINERY.CONTRACTUAL.TRUCK	0.00	20.32	0.00	20.32	0.00	0.00 %
DA100.5130.400.00233	MACHINERY.CONTRACTUAL.TRUCK	0.00	88.42	88.42	88.42	0.00	0.00 %
DA100.5130.400.00236	MACHINERY.CONTRACTUAL.TRUCK	0.00	280.30	280.30	280.30	0.00	0.00 %
DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK	0.00	375.00	375.00	375.00	0.00	0.00 %
DA100.5130.400.00238	MACHINERY.CONTRACTUAL.TRUCK	0.00	88.90	88.90	88.90	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK	0.00	75.00	75.00	75.00	0.00	0.00 %
DA100.5130.400.00241	MACHINERY.CONTRACTUAL.TRUCK	0.00	4,959.62	4,959.62	4,959.62	0.00	0.00 %
DA100.5130.400.00247	MACHINERY.CONTRACTUAL.TRUCK	0.00	52.82	52.82	52.82	0.00	0.00 %
DA100.5130.400.00363	MACHINERY.CONTRACTUAL.LOADE	0.00	196.83	0.00	196.83	0.00	0.00 %
DA100.5130.400.00366	MACHINERY.CONTRACTUAL.EXCAV	0.00	507.58	507.58	507.58	0.00	0.00 %
DA100.5130.400.00370	MACHINERY.CONTRACTUAL.SNOW	0.00	90.20	90.20	90.20	0.00	0.00 %
DA100.5130.400.00376	MACHINERY.CONTRACTUAL.WOOD	0.00	286.42	286.42	286.42	0.00	0.00 %
DA100.5130.400.00999	MACHINERY.CONTRACTUAL.CHESHI	0.00	29.22	0.00	29.22	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	190,000.00	190,000.00	30,931.40	49,757.09	140,242.91	73.81 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	454,751.00	454,751.00	86,079.79	189,937.45	264,813.55	58.23 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	425,000.00	425,000.00	74,475.00	286,064.02	138,935.98	32.69 %
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	6,399.72	20,681.10	54,318.90	72.43 %
DA100.9040.800.00000	WORKERS COMPENSATION	68,000.00	68,000.00	0.00	64,843.60	3,156.40	4.64 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.9050.800.00000	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
DA100.9055.800.00000	DISABILITY INSURANCE	500.00	500.00	0.00	128.78	371.22	74.24 %
DA100.9060.810.00000	MEDICAL INSURANCE	152,831.00	152,831.00	19,024.96	38,049.92	114,781.08	75.10 %
DA100.9060.811.00000	DENTAL INSURANCE	14,500.00	14,500.00	2,277.78	4,666.64	9,833.36	67.82 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	615.36	1,769.16	2,230.84	55.77 %
DA100.9060.830.00000	HSA ACCOUNT	52,000.00	52,000.00	0.00	22,000.00	30,000.00	57.69 %
	Expense Total:	4,259,736.00	4,375,330.00	334,583.07	928,368.75	3,446,961.25	78.78 %
	Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-332,348.58	126,488.70	126,488.70	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT	0.00	0.00	29.55	41.46	41.46	0.00 %
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	29.55	125,041.46	125,041.46	0.00 %
	Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	29.55	125,041.46	125,041.46	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNING.HWY IMPRO	0.00	0.00	31.62	44.78	44.78	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	31.62	125,044.78	125,044.78	0.00 %
	Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	31.62	125,044.78	125,044.78	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNING.SNOW&ICE R	0.00	0.00	19.45	31.73	31.73	0.00 %
	Revenue Total:	0.00	0.00	19.45	31.73	31.73	0.00 %
	Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	19.45	31.73	31.73	0.00 %
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBRO	0.00	0.00	12.73	34.98	34.98	0.00 %
HH100.2401.00031	INTEREST & EARNINGS.HISTORICAL	0.00	0.00	1.04	2.91	2.91	0.00 %
HH100.2401.00032	INTEREST & EARNINGS.LGRMIF	0.00	0.00	1.47	4.36	4.36	0.00 %
HH100.2401.00033	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	33.58	92.25	92.25	0.00 %
HH100.2401.00034	INTEREST & EARNINGS.GATEWAY SI	0.00	0.00	0.71	3.95	3.95	0.00 %
HH100.2401.00035	INTEREST & EARNINGS.UPTOWN IN	0.00	0.00	7.24	14.05	14.05	0.00 %
HH100.2401.0026W	INTEREST & EARNINGS.WATER DIST	0.00	0.00	23.13	63.97	63.97	0.00 %
HH100.3092.00028	STATE AID CAPITAL.HWA ERADICATI	0.00	0.00	6,000.00	6,000.00	6,000.00	0.00 %
HH100.5031.00034	INTERFUND TRANSFER.GATEWAY SI	0.00	0.00	0.00	20,000.00	20,000.00	0.00 %
HH100.5031.00035	INTERFUND TRANSFER.UPTOWN IN	0.00	0.00	0.00	125,000.00	125,000.00	0.00 %
	Revenue Total:	0.00	0.00	6,079.90	151,216.47	151,216.47	0.00 %
Expense							
HH100.1420.400.00027	LEGAL.CONTRACTUAL.PENDLETON	0.00	0.00	0.00	375.00	-375.00	0.00 %
HH100.1460.100.00032	RECORDS MGMT.PERSONAL SERVIC	0.00	0.00	922.50	2,493.75	-2,493.75	0.00 %
HH100.1460.400.00032	RECORDS MGMT.CONT.LGRMIF	0.00	0.00	1,322.75	1,322.75	-1,322.75	0.00 %
HH100.3310.200.00034	TRAFFIC.CAPITAL.GATEWAY SIGNS	0.00	0.00	19,740.00	19,740.00	-19,740.00	0.00 %
HH100.8310.205.0026W	WATER ADMIN.MOBILIZATION & G	0.00	0.00	0.00	110.00	-110.00	0.00 %
	Expense Total:	0.00	0.00	21,985.25	24,041.50	-24,041.50	0.00 %
	Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	-15,905.35	127,174.97	127,174.97	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRAI	90.00	90.00	6.94	19.06	-70.94	78.82 %
	Revenue Total:	90.00	90.00	6.94	19.06	-70.94	78.82 %
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE	90.00	90.00	0.00	-45,000.00	45,090.00	100.00 %
	Expense Total:	90.00	90.00	0.00	-45,000.00	45,090.00	100.00 %
	Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	6.94	45,019.06	45,019.06	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
SD605.2401.00000	INTEREST & EARNINGS.LAKEWOOD	18.00	18.00	1.68	4.61	-13.39	74.39 %
	Revenue Total:	18.00	18.00	1.68	4.61	-13.39	74.39 %
Expense							
SD605.8520.400.00000	MAINTENANCE...LAKEWOOD MEAD	18.00	18.00	0.00	0.00	18.00	100.00 %
	Expense Total:	18.00	18.00	0.00	0.00	18.00	100.00 %
	Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplu	0.00	0.00	1.68	4.61	4.61	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DR	8.00	8.00	0.85	2.33	-5.67	70.88 %
	Revenue Total:	8.00	8.00	0.85	2.33	-5.67	70.88 %
Expense							
SD610.8520.400.00000	MAINTENANCE...ASHTON DRAINAG	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	0.85	2.33	2.33	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE	22.00	22.00	1.99	5.47	-16.53	75.14 %
SD615.9000.00000	APPROPRIATED FUND BALANCE FO	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
	Revenue Total:	5,022.00	5,022.00	1.99	5.47	-5,016.53	99.89 %
Expense							
SD615.8520.400.00000	MAINTENANCE...FOX RIDGE DRAIN	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	1.99	5.47	5.47	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS	5.00	5.00	0.44	1.22	-3.78	75.60 %
	Revenue Total:	5.00	5.00	0.44	1.22	-3.78	75.60 %
Expense							
SD620.8520.400.00000	MAINTENANCE...LANDINGS DRAINA	5.00	5.00	0.00	0.00	5.00	100.00 %
	Expense Total:	5.00	5.00	0.00	0.00	5.00	100.00 %
	Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.44	1.22	1.22	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOK	8.00	8.00	0.80	2.19	-5.81	72.63 %
	Revenue Total:	8.00	8.00	0.80	2.19	-5.81	72.63 %
Expense							
SD625.8520.400.00000	MAINTENANCE...OLD BROOKSIDE D	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 (Defic	0.00	0.00	0.80	2.19	2.19	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE ES	5.00	5.00	0.55	1.51	-3.49	69.80 %
	Revenue Total:	5.00	5.00	0.55	1.51	-3.49	69.80 %
Expense							
SD630.8520.400.00000	MAINTENANCE...LAKESIDE ESTATES	5.00	5.00	0.00	0.00	5.00	100.00 %
	Expense Total:	5.00	5.00	0.00	0.00	5.00	100.00 %
	Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (De	0.00	0.00	0.55	1.51	1.51	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.1030.00000	SPECIAL ASSESSMENT.WATERFORD	1,932.00	1,932.00	0.00	1,932.00	0.00	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SD635.2401.00000	INTEREST & EARNINGS.WATERFOR	5.00	5.00	0.78	2.14	-2.86	57.20 %
	Revenue Total:	1,937.00	1,937.00	0.78	1,934.14	-2.86	0.15 %
Expense							
SD635.8520.400.00000	MAINTENANCE..WATERFORD POIN	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 (D		0.00	0.00	0.78	1,934.14	1,934.14	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE	8.00	8.00	1.05	2.89	-5.11	63.88 %
	Revenue Total:	8.00	8.00	1.05	2.89	-5.11	63.88 %
Expense							
SD640.8520.400.00000	MAINTENANCE..STABLEGATE DRAI	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	1.05	2.89	2.89	0.00 %
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTE	1,164,600.00	1,164,600.00	0.00	1,164,600.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTE	400.00	400.00	4.31	129.73	-270.27	67.57 %
	Revenue Total:	1,165,000.00	1,165,000.00	4.31	1,164,729.73	-270.27	0.02 %
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREE	1,165,000.00	1,165,000.00	1,165,000.00	1,165,000.00	0.00	0.00 %
	Expense Total:	1,165,000.00	1,165,000.00	1,165,000.00	1,165,000.00	0.00	0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):		0.00	0.00	-1,164,995.69	-270.27	-270.27	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOI	1,450.00	1,450.00	0.00	1,450.00	0.00	0.00 %
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOI	6.00	6.00	0.21	0.61	-5.39	89.83 %
SL700.9000.00000	APPROPRIATED FUND BALANCE FO	200.00	200.00	0.00	0.00	-200.00	100.00 %
	Revenue Total:	1,656.00	1,656.00	0.21	1,450.61	-205.39	12.40 %
Expense							
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT	1,656.00	1,656.00	162.27	377.43	1,278.57	77.21 %
	Expense Total:	1,656.00	1,656.00	162.27	377.43	1,278.57	77.21 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	-162.06	1,073.18	1,073.18	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE L	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE	6.00	6.00	0.68	1.98	-4.02	67.00 %
	Revenue Total:	12,006.00	12,006.00	0.68	12,001.98	-4.02	0.03 %
Expense							
SL705.5182.200.00000	EQUIPMENT..FOX RIDGE LIGHTING	806.00	806.00	0.00	0.00	806.00	100.00 %
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIG	10,200.00	10,200.00	782.88	1,594.98	8,605.02	84.36 %
SL705.5182.401.00000	STREET LIGHTING.MAINTENANCE.F	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Expense Total:	12,006.00	12,006.00	782.88	1,594.98	10,411.02	86.72 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	-782.20	10,407.00	10,407.00	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS L	1.00	1.00	0.07	0.20	-0.80	80.00 %
	Revenue Total:	1.00	1.00	0.07	0.20	-0.80	80.00 %
Expense							
SL710.5182.400.00000	UTILITIES ELECTRIC..LANDINGS LIG	1.00	1.00	0.00	0.00	1.00	100.00 %
	Expense Total:	1.00	1.00	0.00	0.00	1.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	0.07	0.20	0.20	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
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	0.20	0.55	-2.45	81.67 %
	Revenue Total:	528.00	528.00	0.20	525.55	-2.45	0.46 %
Expense							
SL715.5182.240.00000	UTILITIES-EQUIPMENT.LAKEWOOD	250.00	250.00	0.00	0.00	250.00	100.00 %
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD ME	278.00	278.00	0.00	0.00	278.00	100.00 %
	Expense Total:	528.00	528.00	0.00	0.00	528.00	100.00 %
	Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus	0.00	0.00	0.20	525.55	525.55	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK	1,350.00	1,350.00	0.00	1,350.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK	3.00	3.00	0.19	0.52	-2.48	82.67 %
SL720.9000.00000	APPROPRIATED FUND BALANCE FO	147.00	147.00	0.00	0.00	-147.00	100.00 %
	Revenue Total:	1,500.00	1,500.00	0.19	1,350.52	-149.48	9.97 %
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
	Expense Total:	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
	Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici	0.00	0.00	0.19	1,350.52	1,350.52	0.00 %
Fund: SS800 - SANITARY SEWER							
Revenue							
SS800.1030.00000	SPECIAL ASSESSMENTS..PURDY/MO	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
SS800.2401.00000	INTEREST & EARNINGS.SEWER	14.00	14.00	1.06	2.90	-11.10	79.29 %
	Revenue Total:	18,224.00	18,224.00	1.06	18,212.90	-11.10	0.06 %
Expense							
SS800.9710.600.00000	SERIAL BONDS.PRINCIPAL.PURDY/	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
SS800.9710.700.00000	SERIAL BONDS.INTEREST.PURDY/M	14.00	14.00	0.00	0.00	14.00	100.00 %
	Expense Total:	18,224.00	18,224.00	0.00	0.00	18,224.00	100.00 %
	Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	1.06	18,212.90	18,212.90	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA CO	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	0.00	0.00	-715,000.00	100.00 %
SW500.2142.00000	WATER FILL STATION SALES.CANDG	2,000.00	2,000.00	42.25	171.75	-1,828.25	91.41 %
SW500.2144.00000	WATER NEW SERVICES.CANDGA CO	25,000.00	25,000.00	1,100.00	3,300.00	-21,700.00	86.80 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CON	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
SW500.2389.00000	INTEREST OTHER GOVT	2,215.00	2,215.00	0.00	0.00	-2,215.00	100.00 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAI	4,500.00	4,500.00	85.94	243.30	-4,256.70	94.59 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C	12,294.00	12,294.00	0.00	0.00	-12,294.00	100.00 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FO	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	1,228.19	648,715.05	-1,179,042.95	64.51 %
Expense							
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL.	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN	52,020.00	52,020.00	4,001.54	12,004.62	40,015.38	76.92 %
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.CDG	24,399.00	24,399.00	1,520.00	4,296.95	20,102.05	82.39 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA	177,963.00	177,963.00	9,806.47	31,974.35	145,988.65	82.03 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA	128,501.00	128,501.00	55,668.50	55,668.50	72,832.50	56.68 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CAN	5,000.00	5,000.00	124.32	436.82	4,563.18	91.26 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C	28,750.00	28,750.00	2,730.97	4,608.52	24,141.48	83.97 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CAND	1,000.00	1,000.00	162.94	244.41	755.59	75.56 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES.C	3,000.00	3,000.00	96.00	645.00	2,355.00	78.50 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA	505,000.00	505,000.00	0.00	0.00	505,000.00	100.00 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN	53,000.00	53,000.00	1,193.18	5,229.15	47,770.85	90.13 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA	76,700.00	76,700.00	10,903.25	15,523.41	61,176.59	79.76 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP.C	240,000.00	240,000.00	39,262.50	0.00	240,000.00	100.00 %
SW500.9010.800.00000	NYS RETIREMENT..CANDGA CONS	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS	16,000.00	16,000.00	1,019.96	3,515.16	12,484.84	78.03 %
SW500.9040.800.00000	WORKERS COMPENSATION...CAND	6,700.00	6,700.00	0.00	9,726.54	-3,026.54	-45.17 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA C	100.00	100.00	0.00	19.18	80.82	80.82 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.CA	37,600.00	37,600.00	-770.68	4,646.87	32,953.13	87.64 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CON	1,500.00	1,500.00	181.98	773.79	726.21	48.41 %
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCO	13,000.00	13,000.00	0.00	5,475.00	7,525.00	57.88 %
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	0.00	101,607.00	100.00 %
Expense Total:		1,827,758.00	1,827,758.00	125,900.93	154,788.27	1,672,969.73	91.53 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S		0.00	0.00	-124,672.74	493,926.78	493,926.78	0.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT							
Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR	10,158.00	10,158.00	0.00	10,158.00	0.00	0.00 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI	60,588.00	60,588.00	0.00	60,588.00	0.00	0.00 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAI	45.00	45.00	4.33	10.03	-34.97	77.71 %
SW505.9000.00000	APPROPRIATED FUND BALANCE FO	6,514.00	6,514.00	0.00	0.00	-6,514.00	100.00 %
Revenue Total:		77,305.00	77,305.00	4.33	70,756.03	-6,548.97	8.47 %
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT.C	13,201.00	13,201.00	1,665.60	1,665.60	11,535.40	87.38 %
SW505.9710.600.00000	SERIAL BONDS BRISTOL.PRINCIPAL.	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
SW505.9710.700.00000	SERIAL BONDS BRISTOL.INTEREST.C	38,675.00	38,675.00	0.00	0.00	38,675.00	100.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDGA	1,919.00	1,919.00	0.00	0.00	1,919.00	100.00 %
SW505.9903.901.00000	TRANSFER/WATER-MAINT...CANDG	3,510.00	3,510.00	0.00	0.00	3,510.00	100.00 %
Expense Total:		77,305.00	77,305.00	1,665.60	1,665.60	75,639.40	97.85 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su		0.00	0.00	-1,661.27	69,090.43	69,090.43	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.CANANDAI	40.00	40.00	2.85	18.73	-21.27	53.18 %
Revenue Total:		206,044.00	206,044.00	2.85	206,022.73	-21.27	0.01 %
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRAC	206,004.00	206,004.00	0.00	206,005.00	-1.00	0.00 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRAC	40.00	40.00	120.00	120.00	-80.00	-200.00 %
Expense Total:		206,044.00	206,044.00	120.00	206,125.00	-81.00	-0.04 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur		0.00	0.00	-117.15	-102.27	-102.27	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT							
Revenue							
SW520.1001.00000	REAL PROPERTY TAXES.ANDREWS -	7,082.00	7,082.00	0.00	7,082.00	0.00	0.00 %
SW520.2401.00000	INTEREST & EARNINGS.ANDREWS -	2.00	2.00	0.33	1.24	-0.76	38.00 %
Revenue Total:		7,084.00	7,084.00	0.33	7,083.24	-0.76	0.01 %
Expense							
SW520.8350.400.00000	FARM.COMMON WATER.CONT.AN	7,082.00	7,082.00	0.00	7,082.00	0.00	0.00 %
SW520.8389.400.00000	CDGA.COMMON WATER.CONTRAC	2.00	2.00	0.00	0.00	2.00	100.00 %
Expense Total:		7,084.00	7,084.00	0.00	7,082.00	2.00	0.03 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus		0.00	0.00	0.33	1.24	1.24	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT							
Revenue							
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE	7,150.00	7,150.00	0.00	7,150.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE	8.00	8.00	0.68	1.87	-6.13	76.63 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FO	1,332.00	1,332.00	0.00	0.00	-1,332.00	100.00 %
	Revenue Total:	8,490.00	8,490.00	0.68	7,151.87	-1,338.13	15.76 %
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT.	779.00	779.00	0.00	0.00	779.00	100.00 %
SW525.9710.600.00000	SERIAL BONDS.PRINCIPAL.MCINTYR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW525.9710.700.00000	SERIAL BONDS.INTEREST.MCINTYRE	3,543.00	3,543.00	0.00	0.00	3,543.00	100.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,168.00	1,168.00	0.00	0.00	1,168.00	100.00 %
	Expense Total:	8,490.00	8,490.00	0.00	0.00	8,490.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	0.68	7,151.87	7,151.87	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT							
Revenue							
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON A	17,925.00	17,925.00	0.00	17,925.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON A	2.00	2.00	0.21	1.42	-0.58	29.00 %
	Revenue Total:	17,927.00	17,927.00	0.21	17,926.42	-0.58	0.00 %
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	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 S		0.00	0.00	0.21	1.42	1.42	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT							
Revenue							
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO	15,046.00	15,046.00	0.00	15,046.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COU	12.00	12.00	1.16	3.18	-8.82	73.50 %
SW535.9000.00000	APPROPRIATED FUND BALANCE FO	800.00	800.00	0.00	0.00	-800.00	100.00 %
	Revenue Total:	15,858.00	15,858.00	1.16	15,049.18	-808.82	5.10 %
Expense							
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30	793.00	793.00	0.00	0.00	793.00	100.00 %
SW535.9710.600.00000	SERIAL BONDS.PRINCIPAL.EX 36 - C	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.700.00000	SERIAL BONDS.INTEREST.CO RD #30	8,875.00	8,875.00	0.00	0.00	8,875.00	100.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,190.00	1,190.00	0.00	0.00	1,190.00	100.00 %
	Expense Total:	15,858.00	15,858.00	0.00	0.00	15,858.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu		0.00	0.00	1.16	15,049.18	15,049.18	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT							
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS G	13,000.00	13,000.00	0.00	13,000.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS G	11.00	11.00	1.02	2.81	-8.19	74.45 %
SW540.9000.00000	APPROPRIATED FUND BALANCE FO	1,294.00	1,294.00	0.00	0.00	-1,294.00	100.00 %
	Revenue Total:	14,305.00	14,305.00	1.02	13,002.81	-1,302.19	9.10 %
Expense							
SW540.8340.400.00000	SERVICES & MAIN.CONT.HOPKINS	1,707.00	1,707.00	0.00	0.00	1,707.00	100.00 %
SW540.9710.600.00000	SERIAL BONDS.PRINCIPAL.HOPKINS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW540.9710.700.00000	SERIAL BONDS.INTEREST.HOPKINS	5,038.00	5,038.00	0.00	0.00	5,038.00	100.00 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	2,560.00	2,560.00	0.00	0.00	2,560.00	100.00 %
	Expense Total:	14,305.00	14,305.00	0.00	0.00	14,305.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici		0.00	0.00	1.02	13,002.81	13,002.81	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX ROA	3,750.00	3,750.00	0.00	3,750.00	0.00	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW545.2401.00000	INTEREST & EARNINGS.HICKOX RO	1.00	1.00	0.41	1.12	0.12	112.00 %
	Revenue Total:	3,751.00	3,751.00	0.41	3,751.12	0.12	0.00 %
	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 O	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	526.00	526.00	0.00	0.00	526.00	100.00 %
	Expense Total:	3,751.00	3,751.00	0.00	0.00	3,751.00	100.00 %
	Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.41	3,751.12	3,751.12	0.00 %
	Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
	Revenue						
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX	6,200.00	6,200.00	0.00	6,200.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EX	4.00	4.00	0.50	1.37	-2.63	65.75 %
SW550.9000.00000	APPROPRIATED FUND BALANCE FO	699.00	699.00	0.00	0.00	-699.00	100.00 %
	Revenue Total:	6,903.00	6,903.00	0.50	6,201.37	-701.63	10.16 %
	Expense						
SW550.8340.400.00000	SERVICES & MAINTENANCE.CONTR	467.00	467.00	0.00	0.00	467.00	100.00 %
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD	1,736.00	1,736.00	0.00	0.00	1,736.00	100.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	700.00	700.00	0.00	0.00	700.00	100.00 %
	Expense Total:	6,903.00	6,903.00	0.00	0.00	6,903.00	100.00 %
	Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.50	6,201.37	6,201.37	0.00 %
	Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
	Revenue						
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EX	11,730.00	11,730.00	0.00	11,730.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 E	7.00	7.00	0.88	2.42	-4.58	65.43 %
	Revenue Total:	11,737.00	11,737.00	0.88	11,732.42	-4.58	0.04 %
	Expense						
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32	480.00	480.00	0.00	0.00	480.00	100.00 %
SW555.9795.650.00000	DEBT PRINCIPAL DUE TO OTHER GO	8,321.00	8,321.00	0.00	0.00	8,321.00	100.00 %
SW555.9795.700.00000	DEBT INTEREST DUE TO OTHER GO	2,215.00	2,215.00	0.00	0.00	2,215.00	100.00 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	721.00	721.00	0.00	0.00	721.00	100.00 %
	Expense Total:	11,737.00	11,737.00	0.00	0.00	11,737.00	100.00 %
	Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.88	11,732.42	11,732.42	0.00 %
	Report Surplus (Deficit):	0.00	0.00	-1,847,069.08	1,807,537.21	1,807,537.21	0.00 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	4,720,500.00	5,720,500.00	56,075.56	1,724,555.44	-3,995,944.56	69.85 %
Expense	4,720,500.00	5,720,500.00	263,068.45	1,748,671.90	3,971,828.10	69.43 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-206,992.89	-24,116.46	-24,116.46	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	44.94	73.26	73.26	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	44.94	73.26	73.26	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE						
Revenue	0.00	0.00	19.45	125,025.08	125,025.08	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	19.45	125,025.08	125,025.08	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	0.00	4.35	6.97	6.97	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	4.35	6.97	6.97	0.00 %
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	0.00	246.44	250,431.30	250,431.30	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Total:	0.00	0.00	246.44	250,431.30	250,431.30	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	17.63	28.73	28.73	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	17.63	28.73	28.73	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	20.41	33.29	33.29	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	20.41	33.29	33.29	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	75.94	250,110.30	250,110.30	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	75.94	250,110.30	250,110.30	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS						
Revenue	0.00	0.00	37.28	4,084.23	4,084.23	0.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Total:	0.00	0.00	37.28	4,084.23	4,084.23	0.00 %
Fund: DA100 - HIGHWAY						
Revenue	4,259,736.00	4,375,330.00	2,234.49	1,054,857.45	-3,320,472.55	75.89 %
Expense	4,259,736.00	4,375,330.00	334,583.07	928,368.75	3,446,961.25	78.78 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-332,348.58	126,488.70	126,488.70	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	29.55	125,041.46	125,041.46	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	29.55	125,041.46	125,041.46	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	31.62	125,044.78	125,044.78	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	31.62	125,044.78	125,044.78	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	19.45	31.73	31.73	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	19.45	31.73	31.73	0.00 %
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	6,079.90	151,216.47	151,216.47	0.00 %
Expense	0.00	0.00	21,985.25	24,041.50	-24,041.50	0.00 %
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	-15,905.35	127,174.97	127,174.97	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	90.00	90.00	6.94	19.06	-70.94	78.82 %
Expense	90.00	90.00	0.00	-45,000.00	45,090.00	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	6.94	45,019.06	45,019.06	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	18.00	18.00	1.68	4.61	-13.39	74.39 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	18.00	18.00	0.00	0.00	18.00	100.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplu	0.00	0.00	1.68	4.61	4.61	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	8.00	8.00	0.85	2.33	-5.67	70.88 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.85	2.33	2.33	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	5,022.00	5,022.00	1.99	5.47	-5,016.53	99.89 %
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	1.99	5.47	5.47	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	5.00	5.00	0.44	1.22	-3.78	75.60 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	0.44	1.22	1.22	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	8.00	8.00	0.80	2.19	-5.81	72.63 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Defic	0.00	0.00	0.80	2.19	2.19	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	5.00	5.00	0.55	1.51	-3.49	69.80 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (De	0.00	0.00	0.55	1.51	1.51	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	1,937.00	1,937.00	0.78	1,934.14	-2.86	0.15 %
Expense	1,937.00	1,937.00	0.00	0.00	1,937.00	100.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (D	0.00	0.00	0.78	1,934.14	1,934.14	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	8.00	8.00	1.05	2.89	-5.11	63.88 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	1.05	2.89	2.89	0.00 %
Fund: SF450 - FIRE PROTECTION						
Revenue	1,165,000.00	1,165,000.00	4.31	1,164,729.73	-270.27	0.02 %
Expense	1,165,000.00	1,165,000.00	1,165,000.00	1,165,000.00	0.00	0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	-1,164,995.69	-270.27	-270.27	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,656.00	1,656.00	0.21	1,450.61	-205.39	12.40 %
Expense	1,656.00	1,656.00	162.27	377.43	1,278.57	77.21 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-162.06	1,073.18	1,073.18	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	12,006.00	12,006.00	0.68	12,001.98	-4.02	0.03 %
Expense	12,006.00	12,006.00	782.88	1,594.98	10,411.02	86.72 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-782.20	10,407.00	10,407.00	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	1.00	1.00	0.07	0.20	-0.80	80.00 %
Expense	1.00	1.00	0.00	0.00	1.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.07	0.20	0.20	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	528.00	528.00	0.20	525.55	-2.45	0.46 %
Expense	528.00	528.00	0.00	0.00	528.00	100.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus	0.00	0.00	0.20	525.55	525.55	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,500.00	1,500.00	0.19	1,350.52	-149.48	9.97 %
Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici	0.00	0.00	0.19	1,350.52	1,350.52	0.00 %

Monthly Budget Report

For Fiscal: 2022 Period Ending: 03/31/2022

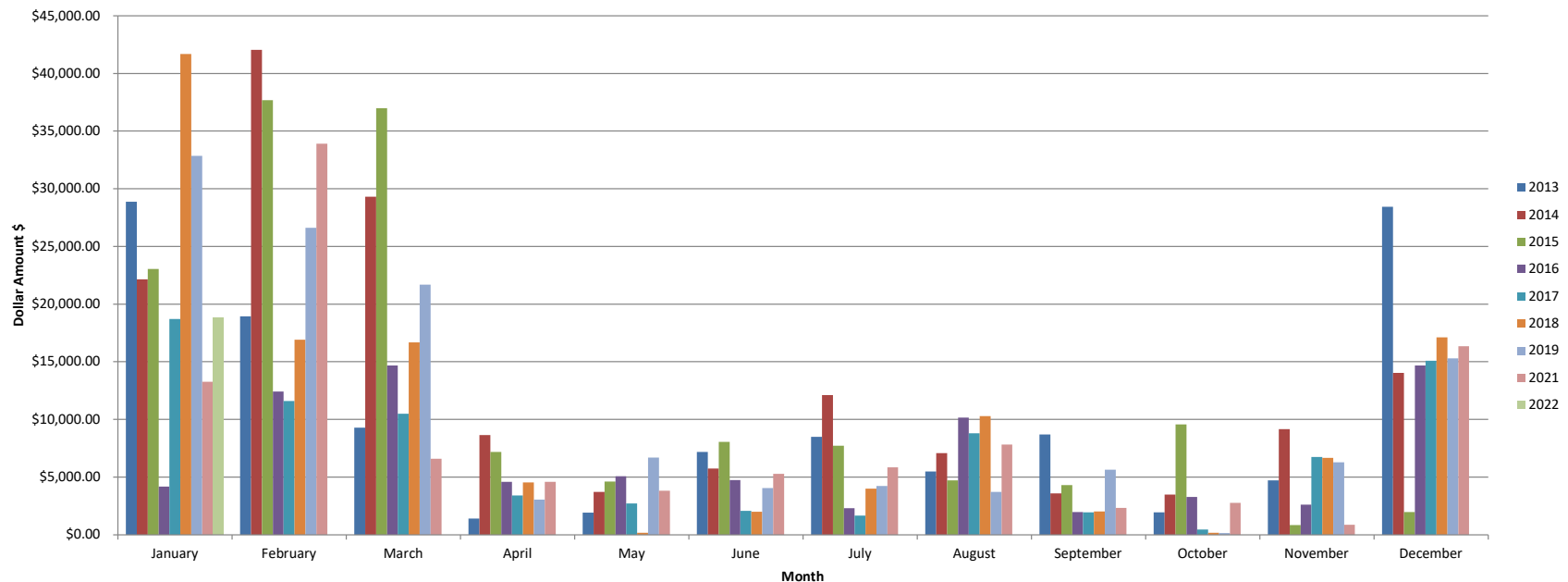
Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SS800 - SANITARY SEWER						
Revenue	18,224.00	18,224.00	1.06	18,212.90	-11.10	0.06 %
Expense	18,224.00	18,224.00	0.00	0.00	18,224.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	1.06	18,212.90	18,212.90	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,827,758.00	1,827,758.00	1,228.19	648,715.05	-1,179,042.95	64.51 %
Expense	1,827,758.00	1,827,758.00	125,900.93	154,788.27	1,672,969.73	91.53 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S	0.00	0.00	-124,672.74	493,926.78	493,926.78	0.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	77,305.00	77,305.00	4.33	70,756.03	-6,548.97	8.47 %
Expense	77,305.00	77,305.00	1,665.60	1,665.60	75,639.40	97.85 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su	0.00	0.00	-1,661.27	69,090.43	69,090.43	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	206,044.00	206,044.00	2.85	206,022.73	-21.27	0.01 %
Expense	206,044.00	206,044.00	120.00	206,125.00	-81.00	-0.04 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur	0.00	0.00	-117.15	-102.27	-102.27	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue	7,084.00	7,084.00	0.33	7,083.24	-0.76	0.01 %
Expense	7,084.00	7,084.00	0.00	7,082.00	2.00	0.03 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus	0.00	0.00	0.33	1.24	1.24	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	8,490.00	8,490.00	0.68	7,151.87	-1,338.13	15.76 %
Expense	8,490.00	8,490.00	0.00	0.00	8,490.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.68	7,151.87	7,151.87	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	17,927.00	17,927.00	0.21	17,926.42	-0.58	0.00 %
Expense	17,927.00	17,927.00	0.00	17,925.00	2.00	0.01 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.21	1.42	1.42	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	15,858.00	15,858.00	1.16	15,049.18	-808.82	5.10 %
Expense	15,858.00	15,858.00	0.00	0.00	15,858.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu	0.00	0.00	1.16	15,049.18	15,049.18	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	14,305.00	14,305.00	1.02	13,002.81	-1,302.19	9.10 %
Expense	14,305.00	14,305.00	0.00	0.00	14,305.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici	0.00	0.00	1.02	13,002.81	13,002.81	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,751.00	3,751.00	0.41	3,751.12	0.12	0.00 %
Expense	3,751.00	3,751.00	0.00	0.00	3,751.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.41	3,751.12	3,751.12	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	6,903.00	6,903.00	0.50	6,201.37	-701.63	10.16 %
Expense	6,903.00	6,903.00	0.00	0.00	6,903.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	0.50	6,201.37	6,201.37	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	11,737.00	11,737.00	0.88	11,732.42	-4.58	0.04 %
Expense	11,737.00	11,737.00	0.00	0.00	11,737.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.88	11,732.42	11,732.42	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,847,069.08	1,807,537.21	1,807,537.21	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	-206,992.89	-24,116.46	-24,116.46
AA231 - CONTINGENT/TAX RESER	0.00	0.00	44.94	73.26	73.26
AA232 - CAMPUS REPAIR RESERVI	0.00	0.00	19.45	125,025.08	125,025.08
AA233 - TECHNOLOGY RESERVE	0.00	0.00	4.35	6.97	6.97
AA234 - OPEN SPACE RESERVE	0.00	0.00	246.44	250,431.30	250,431.30
AA235 - NYS EMPLOYEE SYSTEM F	0.00	0.00	17.63	28.73	28.73
AA237 - BONDED INDEBTEDNESS	0.00	0.00	20.41	33.29	33.29
AA238 - SOLID WASTE MANAGEN	0.00	0.00	75.94	250,110.30	250,110.30
CM100 - (CR) RECREATION.MISCE	0.00	0.00	37.28	4,084.23	4,084.23
DA100 - HIGHWAY	0.00	0.00	-332,348.58	126,488.70	126,488.70
DA230 - HWY EQUIPMENT RESER	0.00	0.00	29.55	125,041.46	125,041.46
DA232 - HWY IMPROVEMENT RES	0.00	0.00	31.62	125,044.78	125,044.78
DA235 - SNOW/ICE REMOVAL RD	0.00	0.00	19.45	31.73	31.73
HH100 - CAPITAL PROJECTS	0.00	0.00	-15,905.35	127,174.97	127,174.97
SD600 - RT 332 DRAINAGE DISTRI	0.00	0.00	6.94	45,019.06	45,019.06
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	1.68	4.61	4.61
SD610 - ASHTON DRAINAGE DIST	0.00	0.00	0.85	2.33	2.33
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	1.99	5.47	5.47
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	0.44	1.22	1.22
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	0.80	2.19	2.19
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	0.55	1.51	1.51
SD635 - WATERFORD POINT DRAI	0.00	0.00	0.78	1,934.14	1,934.14
SD640 - STABLEGATE DRAINAGE C	0.00	0.00	1.05	2.89	2.89
SF450 - FIRE PROTECTION	0.00	0.00	-1,164,995.69	-270.27	-270.27
SL700 - CENTERPOINT LIGHTING C	0.00	0.00	-162.06	1,073.18	1,073.18
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	-782.20	10,407.00	10,407.00
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.07	0.20	0.20
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	0.20	525.55	525.55
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	0.19	1,350.52	1,350.52
SS800 - SANITARY SEWER	0.00	0.00	1.06	18,212.90	18,212.90
SW500 - CANANDAIGUA CONSOLI	0.00	0.00	-124,672.74	493,926.78	493,926.78
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	-1,661.27	69,090.43	69,090.43
SW515 - CANANDAIGUA-FARMIN	0.00	0.00	-117.15	-102.27	-102.27
SW520 - ANDREWS - NORTH ROA	0.00	0.00	0.33	1.24	1.24
SW525 - MCINTYRE ROAD WATER	0.00	0.00	0.68	7,151.87	7,151.87
SW530 - EMERSON ALLEN TOWNI	0.00	0.00	0.21	1.42	1.42
SW535 - EX 36 - COUNTY ROAD #:	0.00	0.00	1.16	15,049.18	15,049.18
SW540 - HOPKINS GRIMBLE WATI	0.00	0.00	1.02	13,002.81	13,002.81
SW545 - HICKOX ROAD WATER DI	0.00	0.00	0.41	3,751.12	3,751.12
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	0.50	6,201.37	6,201.37
SW555 - CO RD 32 EXT. 41 WATE	0.00	0.00	0.88	11,732.42	11,732.42
Report Surplus (Deficit):	0.00	0.00	-1,847,069.08	1,807,537.21	1,807,537.21

	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	
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	
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	
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	
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	
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	
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	
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	\$ 72,047.41

Overtime Amounts for All Employees 2013-2021



ATTACHMENT 3

Town of Canandaigua
DRAFT -- 2022 Fee Schedule
 (Effective ____, 2022)

No permit or certificate shall be issued, no approval shall be granted, no application shall be considered complete, no park reservation shall be confirmed, and no public hearing shall be scheduled or held until the fees, as established by the Town Board, have been paid in full. Accepted forms of payment are: cash, check, or credit card (Visa, MasterCard, and Discover).

CABIN / PAVILION / LODGE / HALL RENTALS:

- All lakeside cabins will be rented weekly when reservations are made prior to May 1 (Saturday 3pm to Saturday 10am).
- There is a two-night minimum for lakeside cabin rentals made May 1 through October 31.
- Upland cabins can be rented at any time for a two-night stay during the rental season.
- Upland Cabins are available April 15 to October 31
- Lakeside Cabins are available April 1 to October 31
- Onanda Park Parking Fees are in effect Memorial Day Weekend through Labor Day
- King Hall is available April 15 to October 31
- Gorham Lodge, Crouch Hall, Outhouse Park Hall, West Lake Road Schoolhouse Hall, and all pavilions are available year-round
- The cost for a multi-day cabin reservation shall not exceed the cost to rent a cabin for one week.
- All rentals must be paid in full within 1 week of the request along with submittal of a signed reservation form.
- To qualify for Town resident rates, a Town resident must make the reservation and be the primary user.
- **NYS public school districts will be charged the Town resident rate for all rentals.**
- Cancellations made a minimum of 2 weeks prior to the arrival date will be eligible for a refund minus a \$50 processing fee. There are no refunds for pavilion cancellations.
- Cancellations made a minimum of 2 weeks prior to the arrival date for one or more cabins related to a multiple cabin reservation, will be eligible for a refund minus a \$50 processing fee for each canceled cabin.

Onanda Park Cabins: Weekly Rentals (2 weeks max)	Town Resident	Non-Resident
<u>Upland Cabins:</u> Litahni, Oawensa, Chowat, Gowana, Chule, Kiniks, Adsila	\$175	\$285
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$200	\$360
Abode (3)	\$300	\$485
Hayowentha (12)	\$425	\$660
Onanda Park Cabins: Daily Rentals (3pm to 10am)		
<u>Upland Cabins:</u> Litahni, Oawensa, Chowat, Gowana, Chule Kiniks, Adsila	\$55	\$90
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$70	\$100

Onanda Park Cabins: Weekly Rentals (2 weeks max)	Town Resident	Non-Resident
Abode (3)	\$75	\$115
Hayowentha (12)	\$100	\$165
Onanda Park Cabins: Off-Season Weekly Rates (Lakeside Cabins Only – April 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$150	\$310
Abode (3)	\$175	\$360
Hayowentha (12)	\$375	\$610
Onanda Park Cabins: Off-Season Daily Rates (2 Night Minimum) (Lakeside Cabins Only – April 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$55	\$85
Abode (3)	\$60	\$100
Hayowentha (12)	\$85	\$150
Onanda Park Parking Fees:		
Season Passes	\$35	\$65
Weekday per Vehicle	\$5	\$5
Weekends and Holidays per Vehicle	\$7	\$7
Daily Walk-In per Person (excluding field trips of schools located in Canandaigua)	\$1	\$1
Water Trail (access from water by non-motorized craft)	\$0	\$0
Gorham Lodge		
Overnight Rental (3pm to 10am)	\$320	\$425
Full Day Rental (9am to 9pm)	\$250	\$325
½ Day Rental (9am to 3pm OR 3pm to 9pm)	\$130	\$175

		Town Resident	Non- Resident
Crouch Hall @ Onanda Park	9am to 9pm	\$150	\$225
Babcock Hall @ Onanda Park (3 hours parties: 10am to 1pm or 2pm to 5pm)		\$50	\$50
King Hall @ Onanda Park	9am to 9pm	\$130	\$200
Pavilions @ Onanda Park (9am – 9pm)	Rotary	\$75	\$110
	Holden	\$55	\$85
	Upland Pavilions (31, 38, or 42)	\$50	\$75
Bundles of Wood @ Onanda Park (when available)		\$5	\$5
West Lake Road Schoolhouse (9am – 9pm)	Monday Friday	\$25	\$35
	Saturday or Sunday	\$40	\$60
Outhouse Hall	9am to 9pm	\$100	\$150
Outhouse Park Pavilion	9am to 9pm	\$30	\$45
Pierce Park Pavilion #1	9am to 9pm	\$15	\$30
Pierce Park Pavilion #2	9am to 9pm	\$15	\$30
Blue Heron Pavilion	9am to 9pm	\$15	\$30
Credit Card Convenience/Processing Fee		2% to 2.5%	2% to 2.5%
Cart Fee		5¢	5¢
Book-Your-Site Fee		\$5	\$5
Facility Alcohol Permit		\$100	\$100
Bench Sponsorship with Engraved Plaque		\$400	\$400

DEVELOPMENT OFFICE:		
Zoning Board of Appeals:	Area Variance, Use Variance, Interpretation (Per Requested Variance)	\$100
Solar:	Small Scale Solar Residential	\$100
	Large Scale Solar Facility (where permitted)	\$5 per kw
Planning Board:		
Special Use Permit Application, Sketch Plan Application		\$100
Lot Line Adjustments (for each existing and proposed lot)		\$100 per lot
Major Subdivision (5 or more lots) – Preliminary Approval		\$1,000 plus \$100 per lot
Major Subdivision (5 or more lots) – Final Approval		\$1,000 plus \$100 per lot
Minor Subdivision (up to and including 4 lots) – Preliminary Approval		\$250 plus \$50 per lot
Minor Subdivision (up to and including 4 lots) – Final Approval		\$250 plus \$50 per lot
Formed Based Code Reviews:		
Site Plan Review (Minor – Under 5,000 sf)		\$250
Site Plan Review (Major – 5,000 sf or greater)		\$500
Park and Recreation Fee (per dwelling unit)		\$1,000 per unit
Site Plan / Construction / Building Permits:		
<u>Single-Family (Residential) Dwelling / Manufactured Home (AR1, AR2, R120, R130, RLD, RR3, SCR1)</u>		
Planning Board Site Plan Approval		\$150
Extension of Site Plan Approval		\$100
Construction, expansion or structural alternation, including accessory structures		\$50 plus 20¢ per sq ft (Minimum \$100)
Mechanical improvements		\$50
Annual Short Term Rental Registration		\$100 / Dwelling
Unlisted Permits		\$50
Issuance of Special Use Permit		\$50
Sign Permit		\$150 per sign
Soil Erosion & Sedimentation		\$150
MS4 Acceptance Certificate		\$150
Hot Tub / Pool (Above Ground)		\$100
Hot Tub / Pool (In Ground)		\$150
Hot Tub / Pool Re-Inspection (for each re-inspection)		\$50
Certificate of Compliance (not associated with current building permit)		\$50

Certificate of Pre-Existing Non-Conforming	\$100
Certificate of Non-Conformity	\$100
Open Building Permit Extension	\$100
Release of Stop Work Order	\$100
Park & Recreation (Per Dwelling Unit)	\$1,000 per unit
Consultant Fees	See Town Code Chapter 11

Multiple Family Dwelling (MR, MR281, MH)	
Site Plans – Preliminary Approval	\$250 plus \$50 per dwelling unit
Site Plans – Final Approval	\$250 plus \$50 per dwelling unit
Extension of Site Plan Approval	\$100
New Construction, expansion or structural alternations	\$500 plus 30¢ per sq ft
Mechanical improvements	\$200
Unlisted Permit	\$100
Issuance of Special Use Permit	\$50
Sign Permit	\$150 per sign
Soil Erosion & Sedimentation	\$150
MS4 Acceptance Certificate	\$150
Hot Tub / Pool (Above Ground)	\$100
Hot Tub / Pool (In Ground)	\$150
Hot Tub / Pool Re-Inspection (for each re-inspection)	\$50
Open Building Permit Extension	\$100
Certificate of Compliance (not associated with current building permit)	\$50
Certificate of Pre-Existing Non-Conforming	\$100
Certificate of Non-Conformity	\$100
Release of Stop Work Order	\$100
Park & Recreation (Per Dwelling Unit)	\$1,000 per unit
Consultant Fees	See Town Code Chapter 11
Commercial and Industrial (CC, NC, I, LI, RB1)	
Site Plan Approval – Preliminary	\$250
Site Plan Approval – Final	\$250
Extension of Site Plan Approval	\$100
New Construction, expansion or structural alterations	\$500 plus 30¢ per sq ft
Mechanical improvements	\$500
Interior Renovation / Modification	\$500
Issuance of Special Use Permit	\$50

Soil Erosion and Sedimentation	\$150
MS4 Acceptance Certificate	\$150
Sign Permit	\$250 per sign
Sign Permit – Tenant Identification Sign	\$150 per sign
Fire Safety Re-Inspection	\$100
Unlisted Permits	\$100
Certificate of Compliance (not associated with current building permit)	\$50
Certificate of Pre-Existing Non-Conforming	\$100
Certificate of Non-Conformity	\$100
Open Building Permit Extension	\$100

Release of Stop Work Order	\$100
Park & Recreation Fee	\$1,000 per building
Consultant Fees	See Town Code Chapter 11

¹Categories are defined by the occupancy classifications described in the NYS Uniform Fire Prevention and Building Code. Floor or ground area shall be based on the outside dimensions; living area to include breezeway, mud-room, enclosed porch, attached garage, attic and living area in the basement. This calculation shall apply to both new and/or renovated space.

²See Zoning and/or Code Enforcement Officer for Permit Requirements.

³ “Structural Alteration” includes windows, doors, and load bearing modifications.

⁴ “Mechanical Improvements” include HVAC, electrical, heating and roofs.

WATER DEPARTMENT		
Meters for Canandaigua Consolidated & Bristol Water Districts Only: (The pricing includes tapping of the water main, bronze saddle, corporation stop, curb box valve, curb box, SS rod, water meter, and right angle meter valve and inspection of trench)		
	¾"	\$850
	1"	\$975
	1.5"	\$1,757
	2"	\$2,600
	Water meter larger than 2"	Contact Water Superintendent
	¾ inch water meter, cellular endpoint, right angle meter valve and inspection	\$550
	1 inch water meter, cellular endpoint, right angle meter valve and inspection	\$600
Meter pits are required when the location of the structure is farther than 500 feet from the road.		
	¾" meter pit	\$750
	1" meter pit	\$875
Replacement Cost of Water Meter Materials:		
	Electronic reading device (cellular endpoint)	\$260
	Register for water meter	\$90
	¾" water meter replacement	\$90
	1" water meter replacement	\$225
	1 ½ " water meter replacement	\$525
	2" water meter replacement	\$1250
Directional Drilling Under A Road:		
	Up to 2" Pipe	\$1,400
	2" and larger	Contact Water Superintendent
Testing water meter for accuracy		\$50

Hydrant Meter Rental (Includes a water meter and back flow device that will be connected to the hydrant by the Water Department. A \$500 deposit is required. When equipment is returned in working condition, deposit will be refunded). Hydrant meter rentals will be invoiced monthly.	\$50 rental fee/month plus \$4.64 per 1,000 gallons
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Water Charge to Town of East Bloomfield	\$2.90966 per 1,000 gallons
Water Charge to the Town of Hopewell, Town of Farmington, and Town of Gorham	\$2.21866 per 1,000 gallons

Canandaigua Consolidated District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$4.64 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
¾"	0 – 6,000	\$27.84	\$4.64
1"	0 – 10,000	\$46.40	
1 ½"	0 – 16,000	\$74.24	
2"	0 – 30,000	\$139.20	
3"	0 – 50,000	\$232.00	
4"	0 - 80,000	\$371.20	
6"	0 – 160,000	\$742.40	
8" – 12"	0 – 200,000	\$928.00	

Bristol Water District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$4.93 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
¾"	0 – 6,000	\$29.58	\$4.93
1"	0 – 10,000	\$49.30	
1 ½"	0 – 16,000	\$78.88	
2"	0 – 30,000	\$147.90	
3"	0 – 50,000	\$246.50	
4"	0 - 80,000	\$394.40	
6"	0 – 160,000	\$788.80	
8" – 12"	0 – 200,000	\$986.00	

Fee Schedule for Town of Canandaigua Water Department to Repair the Water System:		
The purpose of this section is for the setting of fees associated with the Town of Canandaigua Water Department to repair any damage that may occur to the water system by an outside agency. Some examples, including but not limited to, are damage to the water main, water service, curb stop, or meter pit or any other water infrastructure that is in the right of way. The Water Department does not maintain any water infrastructure after the curb stop. The need for repair and the type of repair are at the sole discretion of the Town of Canandaigua Water Superintendent. Additional materials fees may apply. The responsible party will be invoiced according to the following:		
Employees:		
Labor per man hour, straight time		\$50.00
Labor per man hour, on overtime		\$75.00
Administrative cost, per hour		\$ 80.00
Heavy Equipment:		
Excavator 20 ton, per hour		\$ 150.00
Mini excavator, per hour		\$ 85.00
Dump truck, per hour		\$ 85.00
Water loss, calculated by the Water Superintendent		\$ 5.50 per 1,000 gallons

TRANSFER STATION

Transfer Station Coupons: (Coupons, \$2 each, can be purchased at the Town Clerk's office or at the Transfer Station. The machine at the Transfer Station only accepts 1's, 10's and 20's.)	# of Coupons Required
Furniture:	
Stuffed Chair	2
Couch, Love Seat, Sectional (EACH section)	4
Kitchen Chair, Stool, Office Chair, or Patio Chair	1
Coffee/Side Table, Small Shelf	1
Kitchen Table, Desk, Small Dresser, or Book Case	2
Large Dining Table (w/ leaves), Over-Sized Desk, or Large Dresser	4
Mattress (Twin Size)	2
Mattress (Full or Larger Size)	3
Box Spring (Twin Size)	2
Box Spring (Full or Larger Size)	3
Construction & Demolition Debris:	
9' x 12' Carpet	3
9' x 12' Carpet Padding	2
Bath Tub, Toilet, Vanity, or Sink	2
30 Gallon Bag or Garbage Can (unit of measure)	1
55 Gallon Barrel (unit of measure)	2
Wood, Drywall, Vinyl Siding: ½ Bed Pick-Up Load	10
Wood, Drywall, Vinyl Siding: Full Bed Pick-Up Load*	20
Shingles or Tile: ½ Bed Pick-Up Load	12
Shingles or Tile: Full Bed Pick-Up Load*	24
*Additional fees will apply for trailer or oversized truck loads	
Electronics:	
CRT Monitor – 18" or Smaller	7
CRT Monitor 19" – 26"	9
CRT Monitor 27" and Larger	22
Any Wood Console / Projection / Oversized Units	25
Flat Panel TV up to 26"	4
Flat Panel TV 27" and up	9
Transfer Station Permit Placard (2 Year)*2021 permits valid through 2022	Free

TOWN BOARD	
Petition to Amend Official Zoning Map (Mixed Use Overlay Districts)	\$50
Formal Rezoning Process	\$500

TOWN CLERK OFFICE		
Dog Licenses:	Spayed / Neutered	\$20
	Unspayed / Unneutered	\$30
	Replacement Tag	\$3
	Late Fee (if not paid within 30 days of first renewal notice)	\$5
Marriage License (Includes Certificate of Marriage Registration):		
	Active Military	\$17.50
	Non-Military	\$40
Certified Transcript of Marriage (per transcript)		\$10
Birth Certificate (per certificate)		\$10
Death Certificate (per certificate)		\$10
Genealogy Search		\$11 / \$22
Hunting / Fishing Licenses		NYS DEC
FOIL:	8 ½" 11" / 8 ½" x 14" / 8 ½" x 17"	25¢ / page
	Documents in any Disc Format (CD, DVD, etc.)	\$1.25 / disc
	Flash Drive	\$4.50
	Map Charges (larger than 11" x 17")	Per Ontario County Copy Rate
Games of Chance		\$25
Returned Check Fee		\$20
Burial Fees at Academy Cemetery:	Adult Casket	\$500
	Cremation	\$350
	Infant	\$200
Copies	8 ½" 11" or 8 ½" x 14" or 11" x 17"	25¢ / page
Peddler & Soliciting Permit		\$100 / Applicant

History:

Adopted by the Town Board of the Town of Canandaigua 6/6/77. Amended in its entirety by resolution on 11/7/83, 6/11/90, and 5/8/95 except for those fees listed separate under local law. Further amended 4/3/07, 12/18/07, 3/3/09, 4/21/09; 12/15/10; 1/3/11; 2/13/12, 1/28/13, 1/6/14, 4/28/14, 1/5/15, 12/21/15, 5/16/16, 7/18/16, 9/19/16, 1/9/2017, 4/17/17, 5/15/17, 1/8/18, 5/21/18, 8/20/18; 1/7/19, 2/11/2019, 3/18/19, 7/1/19, 8/19/19, 1/6/2020, 3/16/20, 12/21/2020, 4/19/2021, and January 10, 2022.

ATTACHMENT 4



Advanced Energy Solutions, Inc.

FORENSIC BILL AUDITING AGREEMENT

An agreement is hereby entered into between _____ and EGS Advanced Energy Solutions under the following terms and conditions:

EGS Advanced Energy Solutions will audit all of the client's Utility (telephone, gas, electric, etc.) billing charges. If we find any errors, we will negotiate with the appropriate provider to have the errors eliminated and obtain a refund or credit for the period of time that the error existed.

FEE

- 1) Our fee is ____ % of the amount of past overcharges credited to and collected by the client. If we do not obtain a refund or credit, there is no fee at all for EGS's Refund Audit.
- 2) The terms of this Agreement shall remain confidential.
- 3) Client may terminate this Agreement by giving EGS 30 days advance written notice. In the event of termination, Client shall continue to pay to EGS its fee due based on any refunds, credits and/or reductions obtained or realized pursuant to the terms of this Agreement as of the date of termination.
- 4) Client agrees to approve (and sign if requested) any papers the carrier or provider may need or require in order to process claims and/or secure funds, credits and reductions due the Client.
- 5) All payment of fees are due within 30 days of being invoiced. Any payment made after 30 days shall be assessed a late payment charge of 1.5% per month.
- 6) Should EGS be compelled to institute any court proceedings or to engage counsel for the purpose of collecting a FEE due under this Agreement, then Client shall be responsible to reimburse EGS for the reasonable fees, including attorney's fees, and costs incurred in such processing. This Agreement shall be governed by the law of the State of New York.
- 7) Our fee is ____ % of the "savings" for the first 12 months. This savings is achieved with the current provider. "Savings" includes: elimination of items no longer being used, correction of taxes and surcharges, and billing platform changes. The future savings fee is billed in a lump sum at the completion of the 12-month period after the customer has realized the reductions.

Dated this _____ day of _____, 202____

Company Name: _____

Company Name: EGS Advanced Energy Solutions

Authorized By: _____

Authorized By:

Jeffrey Sapirman

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Best Point of Contact:

Name: _____

Phone Number: _____

Title: _____

Email: _____



Starting the Audit and Recovery Process

Client Checklist

The following items are required to begin the auditing and recovery process. Please be sure to include all applicable documents.

☐ **EGS Agreement**

Please complete, sign and date the EGS Forensic Bill Auditing Agreement. Provide **best point of contact** for audit correspondence.

☐ **Letter of Authorization (LOA)**

It is required that your company's logo must appear on the top of this form. If you are not able to do this, please let us know and we can help you. Date and sign the document.

☐ **One Month's Utility Bills**

Send ALL pages, front and back, even if any of the pages are blank.

☐ Electricity

☐ Natural Gas

☐ Telecom

☐ **Third Party Supplier Agreements, If Applicable**

If any portion of your bill is contracted with **anyone other than the utility company**, we will need the agreement you signed with that company. This is a mandatory step.

☐ **Tax Exempt?**

If your organization is a nonprofit, please include a copy of your tax-exempt form.

☐ **Online Access**

Please provide username and passwords for online access. This is optional but can **accelerate the audit process by three (3) months**.

Completed Paperwork

Please send the completed paperwork, along with any supporting documents, to
Jeffrey Sapirman
315-297-7777
jeffrey@egs-aes.com

ksilverstrim@townofcanandaigua.org

From: Jeffrey Sapirman (jeffrey@egs-aes.com) <jeffrey@egs-aes.com>
Sent: Monday, March 14, 2022 2:18 PM
To: ksilverstrim@townofcanandaigua.org
Subject: RE: Town of Canandaigua

From: ksilverstrim@townofcanandaigua.org <ksilverstrim@townofcanandaigua.org>
Sent: Monday, March 14, 2022 1:45 PM
To: Jeffrey Sapirman <jeffrey@egs-aes.com>
Subject: RE: Town of Canandaigua

Hi Jeff,

Thank you for reaching out! I have on my to-do list to reach out with a couple of questions from last week's finance committee meeting in which we reviewed the proposal. The Town of Canandaigua public works committee is starting to move forward with a Community Choice Aggregation program through NYSERDA. There were questions about how that would relate if we also move forward with the forensic bill auditing. **It does not matter where you purchase the natural gas or electricity, and the audit is completely separate from the procurement.** If the public hearing response is positive and we move forward with CCA, would we be able to compare the CCA bids for electric with the EGS bids and determine which one we want to proceed with? Kate, **EGS would love the opportunity to provide pricing as well. We have competed against CCA in the past, and we have always landed on top.** Or would signing this agreement lock us into using the bid negotiated by EGS? **The Town would not be bound to EGS should you decide to move forward with us.** Another question brought up was could we move forward with just the historical audit portion and hold off on the future rates until we know more? **Yes, I think that would be a great start.**

Please let me know if you have any other questions. You can also call me @ 315-297-7777

Sorry if this is a little confusing. Please feel free to give me a call to discuss in more detail.

Thank you,
Kate

Kate Silverstrim-Jensen

Finance Clerk II
Town Manager's Office
Town of Canandaigua
(585) 394-1120 x2222

From: Jeffrey Sapirman (jeffrey@egs-aes.com) <jeffrey@egs-aes.com>
Sent: Monday, March 14, 2022 12:08 PM
To: 'Kate Silverstrim' <ksilverstrim@townofcanandaigua.org>
Subject: RE: Town of Canandaigua

Good Morning, Kate, Just a quick follow-up regarding the billing audit. Is there anything else you might need? Or do you have any questions?

ATTACHMENT 5

Received Date

Standard Work Day and
Reporting Resolution for
Elected and Appointed Officials

Employer Location Code

3 0 1 5 3

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Town of Canandaigua / 30153 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

(Name of Employer)

(Location Code)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Jared Simpson			Supervisor	1/1/22 - 12/31/22	6	8.26	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Adeline Rudolph			Town Board Member	1/1/22-12/31/25	6	8.8	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
James Fletcher			Highway Superintendent	1/1/22-12/31/25	8	33.2	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Jean Chrisman, secretary/clerk of the governing board of the Town of Canandaigua, of the State of New York,

(Name of Secretary or Clerk) (Circle one)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 18th day of April, 2022 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Canandaigua on this 19th day of April, 2022.

(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, Jean Chrisman, being duly sworn, deposes and says that the posting of the Resolution began on

(Name of Secretary or Clerk)

Tues 4/19/2022 and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

☐ Employer's website at:

☒ Official sign board at: 5440 Route 5430, Canandaigua

☐ Main entrance Secretary or Clerk's office at:

Page 1 of 2 (for additional rows, attach a RS 2417-B form.)

(seal)

Please type or print clearly
in blue or black ink

Employer Location Code

3 0 1 5 3

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev. 04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Jean Chrisman			Town Clerk	1/1/22-12/31/25	8	23.02	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
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Appointed Officials:									
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ATTACHMENT 6

The American Deposit Management Co.

Master Services Agreement

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is entered into as of _____, 20__, between **American Deposit Management, LLC** and its wholly owned subsidiary **ADM Consulting, LLC** (referred to herein collectively as “**ADM**”) on the one hand, and **Town of Canandaigua** (“**Client**”) on the other hand.

RECITALS

WHEREAS:

A. ADM provides various treasury and financial services, including the services set forth in Recital C (the “**Program**”);

B. Client desires to enroll in such consulting and advisory services as set forth below;

C. Client further desires to appoint ADM as agent to deploy, manage, and administer Client funds with select Federal Deposit Insurance Corporation (“**FDIC**”) and/or National Credit Union Administration (“**NCUA**”) insured depository institutions (collectively, the “**Program Institutions**”) upon initial deposit of funds by Client at custodian banks (collectively, the “**Custodians**”);

D. ADM desires to provide such consulting, management and fulfillment services as requested by Client herein; and

E. ADM further desires to manage Client funds as agent to be held in Custodian and Program Institution deposit accounts (a Custodian is deemed a Program Institution and referred to herein as such when Client funds have been deployed by ADM in deposit accounts at the Custodian), to deploy, manage and administer those funds consistent with Client’s objectives, and, as requested by the Client, to provide Client with evidence of the Deposit Insurance or that the funds are secured.

AGREEMENTS

In consideration of the foregoing premises, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Program Selection**. The Program is comprised of the following components:

(a) the American Money Market Account (the “**AMMA**”), a liquid money market account, under which funds will be deployed and managed by ADM in bank deposit accounts at Program Institutions¹ (the “**AMMA Accounts**”), and

(b) the American Term Deposit Account, under which funds will be deployed and managed by ADM in certificate of deposit accounts (“**CD Accounts**”).

Client has the option to determine whether to request (1) extended deposit insurance, under which funds in excess of the amounts insured by the FDIC or NCUA are secured through the pledge of identified and agreed upon collateral or issuance of a surety bond, all in accordance with the terms and conditions set forth herein, or (2) waiver of extended deposit insurance, under which funds in excess of the amounts insured by the FDIC or NCUA will not be secured. By signing below, Client acknowledges and understands that, in the event Client

¹ Deposit accounts at Program Institutions may be classified as money market accounts, non-interest bearing accounts, interest bearing accounts savings accounts or negotiable order of withdrawal (NOW) accounts.

chooses to waive extended deposit insurance, Client funds deposited with a Program Institution in an amount in excess of the applicable limit for FDIC or NCUA insurance coverage, are not guaranteed by the FDIC or NCUA, or through the pledge of identified and agreed upon collateral, or the issuance of a surety bond, or by any government agency and, as a result, in the event of a financial failure of any such Program Institution, Client funds on deposit in a depository account with such Program Institution will be at risk. By signing Exhibit A, Client expressly waives extended deposit insurance.

Prior to depositing funds, Client shall select the program under which the particular funds shall be deployed and managed and provide ADM with written notification of such selection.

2. **Account Eligibility; Client Representations and Warranties.** The Program is only open to participants that meet the minimum deposit requirement currently in place at the time of opening. The minimum deposit requirement may be waived at the discretion of ADM.

The Program is only open to participants which are U.S. Persons. For this purpose, a "U.S. Person" is (i) any partnership, corporation or limited liability company organized or incorporated under the laws of the United States or any state thereof, (ii) any trust as to which one or more natural persons reside in the United States, or a U.S. Person as otherwise defined herein, has or have the authority as trustee to control all of the substantial decisions of the trust, (iii) any federal, state or local governmental unit, agency or authority located in the United States, and (iv) such other parties as ADM may approve, from time to time.

Public Unit Depositors make the following representations and warranties to ADM:

(a) Client is a "public unit" and the undersigned individual who has executed this Agreement on behalf of Client is the "official custodian" of Client as those terms are used in 12 C.F.R. § 745.10 of the NCUA regulations,

(b) Client is a "public depositor" (or that term's equivalent) as defined under applicable state statutes *in which the public depositor is located*,

(c) Client hereby represents and warrants to ADM that (i) the undersigned officer of Client is knowledgeable as to the source and nature of the funds that are deposited with ADM; and (ii) no funds that are deposited via ADM pursuant to this Agreement are "proceeds of municipal securities" (as defined in Rule 15Ba1-1(m)(1) promulgated under Section 15B of the U.S. Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act")) unless Client is represented, with respect to the applicable municipal securities and related funds investments, by a municipal advisor that is registered with the SEC pursuant to the Exchange Act and is independent of ADM, and

(d) Client has received the Disclosure Statement of Municipal Advisor from ADM.

All Clients other than public unit depositors, represent and warrant that they are an "accredited investor" as that term is defined by applicable securities laws and the Securities and Exchange Commission.

3. **Deposits.** Under the Program, cash balances will be deployed into deposit accounts which are obligations of the Program Institutions in which the deposits are held and qualify for Deposit Insurance protection in accordance with the applicable rules of the FDIC or NCUA, as such rules may be amended from time to time. The Program Institutions may pay interest, at varying rates, on the deposit accounts (*See "Interest" below*).

AMMA Accounts. Each business day, ADM or its Custodian(s) will deposit your cash balances held in custodial accounts into one or more omnibus deposit accounts maintained at the Program Institutions.

CD Accounts. ADM or its Custodian(s) will deposit your cash balances held in custodial accounts into one or more separate CD Accounts maintained at the Program Institutions. The terms of such CD Accounts will be

selected in accordance with your liquidity needs and stated investment goals. Client shall provide ADM with written notification when requesting or opening a CD Account.

Your deposit account ownership will be evidenced by an entry on records maintained by ADM and/or the Custodian(s) for each of the Program Institutions at which your funds are on deposit. You will receive a monthly account statement that will reflect all deposits, withdrawals, Program Institution deposit balance(s), net earnings and a delivered rate.

Your Funds (including accrued interest) in each recognized legal capacity, are currently eligible for up to \$250,000 of Deposit Insurance at each Program Institution in which your funds are on deposit (subject to the aggregation of any other funds you have on deposit at the same Program Institution in the same legal capacity). Unless you have elected to establish extended deposit coverage, ADM will use commercially reasonable efforts to ensure that no more than \$250,000 of your funds will be deposited in any single Program Institution; however, if funds in excess of \$250,000 are deposited into or withdrawn from the Program in a single day, for a limited amount of time (intraday or overnight), the entire amount of the withdrawal or deposit may be held at one Program Institution. In such an event, in lieu of obtaining full Deposit Insurance, ADM may take steps to secure the amount of your funds by employing the tools available to you by extending deposit insurance.

Funds intended for deposit into the AMMA Accounts and/or CD Accounts must be deposited through the Custodian and cannot be placed directly with ADM or any of the Program Institutions. Deposits received by the Custodian on any standard banking day before 12:00 P.M. Central Time will be deposited with the Program Institutions on the next business day. Payments made by check, money order or cashier's checks will be held based upon availability of funds.

4. **Withdrawals.** By enrolling in the Program, you consent to have your money on deposit at the Program Institutions automatically withdrawn from the Program Institution accounts upon your request for withdrawal. ADM reserves the right to take reasonable measures to verify your withdrawal request (but is not under any duty to do so), and ADM will not be held liable for any delays caused by such verification measures.

You may make a request for withdrawal at any time, in any amount of available funds, from your account. You acknowledge that CD Accounts are time deposits and, therefore, certain withdrawals from CD Accounts may result in the assessment of early withdrawal penalties or fees. You agree that you shall be wholly responsible for the payment of such penalties or fees.

Withdrawals are limited to six (6) per month. Withdrawals must be requested from ADM and cannot be made directly from the Custodian or any of the Program Institutions in which funds are held. ADM will process, or cause to be processed, withdrawal requests on Tuesdays and Thursdays ("Processing Days") for settlement to your designated account on Wednesdays and Fridays ("Settlement Days"). Requests for amounts of \$3,000,000 or less received by ADM on or before 12:00 P.M. Central Time on a Processing Day will settle to your designated account on the next Settlement Day specified by you in the withdrawal request. Withdrawal requests for amounts of \$3,000,000 or less received by ADM after 12:00 P.M. Central Time on a Processing Day will not settle to your designated account the next day, but will be settled to your designated account on the next Settlement Day thereafter. Requests for amounts greater than \$3,000,000 are considered special handling and will be settled at a mutually acceptable Settlement Day, regardless of whether the withdrawal request is received by ADM on or before 12:00 P.M. Central Time. Notwithstanding anything herein to the contrary, ADM is unable to process withdrawal requests or settle such requests to your designated account on holidays recognized by the Federal Reserve Board. If a withdrawal request is made or a withdrawal is scheduled to settle on a holiday recognized by the Federal Reserve Board, the transaction will be processed/settled as follows: (i) in the case of a withdrawal request, such request will be processed on the next available Processing Day, and will be settled to your designated account in accordance with the settlement timelines set forth above, based on the non-holiday Processing Day; or (ii) in the case of settling a withdrawal, the funds will be scheduled to settle to your account on the next Settlement Day following the holiday.

The accounts at the Program Institutions do not include check writing privileges, ATM transactions, or debit card transactions. Withdrawals can be made by telephone or electronically using any procedures required by ADM.

All funds movements (whether involving deposits, transfers or withdrawals) will be subject to time-of-day and local business day limitations, including limitations imposed by time-zone differences. ADM will not be held liable for any delay, failure or error by any Program Institution in making payment on any withdrawal.

5. **Initial Funding.** Upon Client's deposit of funds with a Custodian, ADM shall distribute such funds to Program Institutions on behalf of Client. Pursuant to Client's program selection, ADM shall cause the funds to be held in the AMMA Accounts and/or CD Accounts (AMMA Accounts and CD Accounts are collectively referred to herein as the "Deposit Accounts") of the Program Institutions. Client acknowledges that ADM may, from time to time, place a certain portion of Client's funds in a non-interest bearing transaction account. Funds in the Deposit Accounts shall remain the sole property of Client.

6. **Management of Funds.** ADM will deploy and continue to manage Client funds in the Deposit Accounts from time to time on Client's behalf. ADM and the Custodians will provide Client evidence of the transactional history of Client's funds upon reasonable written request by Client. ADM will pay interest with respect to the Deposit Accounts as outlined in Section 9. In accordance with the Client's stated objectives, ADM will manage all funds in Deposit Accounts using reasonable discretion.

7. **Deposit Insurance, Security and Collateral.** ADM will take all steps necessary to deploy funds in Deposit Accounts that are insured by the FDIC and/or NCUA, as applicable, and to ensure that all funds deployed are fully insured or secured in accordance with the Client's instructions. Custodians and Program Institutions will be selected by ADM. With respect to Program Institutions, ADM agrees that funds shall only be deployed in FDIC-insured banks or NCUA-insured credit unions that are "Qualified." For a Program Institution to be Qualified initially (at the time of a first deposit in the depository) it must be "well capitalized" (as such term is defined by applicable FDIC or NCUA regulations) based upon information about such Program Institution published by the FDIC or the NCUA on a quarterly basis. The fact that a Program Institution is "well capitalized" does not mean that it will not be subject to failure at a later point in time. Further, in the event a Program Institution fails, its insured deposits will either be assumed by another insured depository institution, or by the appropriate regulator for the failed institution (either the FDIC or the NCUA), in its capacity as receiver. In either case, as with all other depositors, it may take a period of time for ADM to substantiate its claim to and withdraw any funds previously on deposit at the failed financial institution.

From time to time, there may be instances arising from processing cutoffs and other operational deadlines where deposits placed in the AMMA or the American Term Deposit Account may exceed the Deposit Insurance coverage limits. In such instances, to the extent commercially reasonable, ADM will take all steps necessary to secure the full deposit (or any portion in excess of the Deposit Insurance coverage limit) in any Deposit Accounts by: (i) entering into a repurchase agreement on Client's behalf with the particular Program Institution(s), pursuant to which the deposited funds will be exchanged at certain agreed upon times for securities (or a secured interest therein) owned by the Program Institution(s) and then re-exchanged at a specified future date and price, or (ii) obtaining a perfected first lien security interest in eligible Program Institution Collateral with a value no less than 100% of the balance of your funds in the Deposit Accounts. "Collateral" shall be any obligation authorized by law to be pledged by a financial institution to secure deposits. At Client's written request, ADM will provide evidence of such repurchase or security agreement, as applicable.

In addition to securing deposits with the Collateral described above, ADM may deploy funds at one or more Program Institutions where a surety bond or similar private insurance is in place for the benefit of ADM's clients securing any deposit balances in excess of the Deposit Insurance coverage limits. At the reasonable request of Client, ADM shall provide Client evidence that such surety bond or similar private insurance is in place.

8. **Program Institutions.** Each Program Institution is a separately insured depository institution. ADM may include additional Program Institutions, delete Program Institutions, and determine the order of Program Institutions, at its discretion. ADM may deposit cash balances with any of the Program Institutions, in any order that ADM determines is appropriate.

The Deposit Accounts established by ADM, as agent on your behalf, constitute a direct obligation of the Program Institution(s) and are not directly or indirectly an obligation of ADM or the Custodian, to the extent such accounts are not held by the Custodian. In the event a Program Institution rejects additional deposits, withdraws from the Program, or is terminated, you hereby authorize and direct ADM, as your agent, to move your affected accounts to another Program Institution. In the event ADM is unable to make such an alternate arrangement, ADM will transfer your balance to your account at your primary financial institution and notify you of such action.

Under federal regulations, Program Institutions may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of certain deposit accounts. While none of the Program Institutions have indicated their intention to implement such a policy, any Program Institution may, at any time, choose to do so.

You can obtain publicly available financial information concerning any of the Program Institutions that are FDIC-insured banks at www.fdic.gov or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 877-275-3342. You can obtain publicly available financial information concerning any of the Program Institutions that are NCUA-insured credit unions at www.ncua.gov or by contacting the NCUA by mail at 1775 Duke Street, Alexandria, Virginia 22314 or by phone at 800-755-1030.

Neither ADM nor its Custodian is responsible for any insured or uninsured portion of any deposits at any Program Institution or guarantees the financial condition of any Program Institution or the accuracy of any publicly available financial information concerning a Program Institution.

Ability to Exclude Program Institutions: You may exclude any Program Institution from serving as a depository for your funds in the Deposit Accounts by notifying ADM in writing. You are responsible for notifying ADM of any updates or changes to such exclusions, from time to time, and ADM shall have a reasonable period of time to act on such changes. The exclusion of certain Program Institutions may adversely affect earnings on your Deposit Accounts.

9. **Interest.** The interest rate you earn on your deposits in the AMMA Accounts may fluctuate daily based on market conditions. ADM will inform you of the net earnings and delivered rate on your funds on your periodic account statement. ADM may, at any time, in its discretion, change the interest rate structure used for payment of interest, so long as ADM continues to act in reasonable accordance with your stated objectives. Interest will accrue daily and will be posted to your account on a monthly basis (or quarterly, where applicable) based on a 30/365 day convention, except during the month of February in which interest will be determined using an actual/365 day convention.

Interest will accrue on Deposit Account balances from the day they are deposited with the Program Institution(s) through the business day preceding the date of withdrawal from the Program Institution(s) based on a Program Institution's funds availability. Deposits to Program received after 2:00 pm Central Time will be credited to the Deposit Account the same day received however the Deposit will begin accruing interest the next business day. Deposits received by check to the Deposit Account may be subject to check holds based on a Program Institution's funds availability. Due to timing of when funds are received into the Deposit Account and the transfer of the funds into Program Institutions, Deposits received during the last three business days of the month may not receive the same interest rate applied to other funds in the Deposit Account. If ADM provides a Client an account statement outside of the Client's normal statement cycle for the convenience of the Client's reconciliation or bookkeeping purposes ("Snapshot Statement"), the interest rate and interest amount indicated on the Snapshot

Statement is provisional only and is subject to the final interest rate and interest amount listed on Client's monthly account statement.

The daily balance method is used to calculate interest on the Deposit Accounts. The rate you earn on the Deposit Accounts may be higher or lower than the rates available to depositors making deposits with Program Institutions directly, through other types of accounts offered by ADM, or in comparable accounts with other depository institutions. You should compare the terms, rates of return, required minimum amounts, charges and other features of Deposit Accounts with other accounts and investment alternatives. In the event you withdraw the entire balance of your account or close your account before the end of the statement cycle, you forfeit all interest earned through the date of withdrawal. There is no minimum period that your money must remain on deposit. The minimum average monthly balance required to earn interest in your AMMA is \$25,000.00.

With regard to interest earned on any CD Accounts, interest may be transferred to your AMMA at maturity. CD's are subject to the underlying Program Institution's terms and conditions.

10. **Account Statements.** You will receive a monthly account statement. All activity with respect to your accounts under the Program will appear on your monthly account statement. You will not receive a separate statement from the Program Institutions or the Custodian. You must notify ADM immediately of any discrepancies noted on your account statement and in no event later than five (5) days after the date of the account statement on which the problem or error first occurred. You will receive your monthly account statement from ADM via our secure client portal, accessible through our website at www.americandeposits.com. You will be required to use your online access ID and password in order for you to view, print or save e-statement account information. By signing this Agreement, you specifically consent to electronic delivery of your periodic account statements and any other disclosures relating to your account(s), either by forwarding such statements and disclosures or by providing a notification of availability and links to such statements or disclosures, to the e-mail address you have provided to ADM. You are responsible for notifying ADM of changes in the e-mail address to be used for such purposes.

11. **Tax Reporting.** The interest you receive from the Deposit Accounts is generally subject to state and federal income tax. An Internal Revenue Service Form 1099, a Tax Information Summary, will be sent to you each year showing the amount of interest income you have earned on the Deposit Accounts. ADM does not and will not offer tax advice and nothing herein, or otherwise conveyed by or between you and ADM, is intended to constitute tax advice or be used for tax planning purposes. You should consult a tax professional regarding the tax implications of any interest earned under the Program.

12. **Compensation to ADM.** ADM receives compensation of between 3.00% and 13.00% of the gross interest earned on all balances managed through the Program, including your funds, for managing the Program (the "Program Management Fee"). This is intended to compensate ADM for the provision of certain administrative, accounting, recordkeeping, compliance and other services in connection with the administration and maintenance of the Program. In addition, in certain circumstances, ADM will also receive compensation for providing advisory services in an amount between 0.00% and 3.00% on the balances held in the Program ("Deposit Advisory Fee"). It is important to note, that the charges listed in this paragraph will not reduce the principal balance of your account. In order to meet market conditions, ADM may choose to reduce or eliminate the foregoing charges for a particular statement cycle in order to provide a competitive rate of return.

Additional fees may apply by selecting extended deposit insurance, or other ancillary products. Such fees are disclosed at the time of account opening. Additional non-recurring transaction charges may apply to your AMMA account for expedited services or special requests. Please refer to ADM's current fee schedule for additional information.

Client agrees to pay the fee(s) provided for herein to ADM for its services, and further agrees that ADM may setoff such amounts due from any funds held in Deposit Accounts in the event of nonpayment by Client. ADM

agrees not to charge Client for any fees or charges related to processing costs, servicing costs or other fees customary with the Deposit Accounts held at underlying Program Institutions. Notwithstanding the foregoing, Client shall be responsible for any and all penalties, fines or fees assessed in connection with an early withdrawal from, or an early closure of, a CD Account.

13. **Disclosures.** YOU AGREE THAT IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS OF THIS AGREEMENT, YOU WILL CALL ADM AT 414-961-6600. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THIS AGREEMENT BEFORE OPENING AN ACCOUNT WITH ADM.

14. **Relationship with ADM.** For the limited purpose of the Program, ADM is acting as your agent in administering the Program, including establishing and maintaining the Deposit Accounts, and managing deposits to and withdrawals from the Deposit Accounts. Your execution of this Agreement or your first deposit into the Deposit Accounts, whichever is earlier, will constitute your appointment of ADM as your agent in connection with the deposited funds. ADM determines the Program Institution(s) to deploy your funds to maximize the available Deposit Insurance. ADM and its Custodian(s) have established controls over the administration of your money.

15. **Deposit Insurance.** The FDIC and the NCUA protect you against the loss of your insured deposits in the event a Program Institution fails. Generally, deposits in Program Institutions are insured up to a maximum amount of \$250,000 per tax ID per Program Institution. The \$250,000 limit includes the principal and accrued interest in the Deposit Accounts, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal capacity at the same Program Institution.

In the event that Deposit Insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC or NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

If your deposits at a Program Institution consist of certain assets or ownership types, the deposits may qualify for additional “pass-through” insurance from the FDIC. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Current detailed information about FDIC coverage may be obtained by visiting the FDIC at <https://www.fdic.gov>. Current detailed information about NCUA share insurance coverage may be obtained by visiting <http://www.mycreditunion.gov>.

16. **Additional Duties of ADM.**

(a) ADM shall not be obligated to exercise any greater degree of care with respect to Client funds held hereunder than it gives its own similar property, and shall not be required to manage, deposit or invest any funds held hereunder except as contemplated in this Agreement.

(b) With the exception of ADM’s willful misconduct, in no event shall ADM be liable for loss of goodwill, or for special, indirect, incidental, consequential, punitive, exemplary, or tort damages arising out of or relating to this Agreement, regardless of whether such claim arises in tort, contract, or otherwise. ADM’s aggregate liability to Client and any third party for any and all claims or obligations relating to this Agreement shall be limited to the total compensation received by ADM from Client for the deposit resulting in such liability in the six (6) month period preceding the date the claim accrued. Client shall indemnify and hold harmless ADM from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys’ fees and disbursements, arising out of or in connection with this Agreement, the holding of any Client funds and the operation of any Deposit Accounts. Without limiting the foregoing, ADM shall in no event be liable in connection with its deployment, management, administration or direction regarding any funds held by it

hereunder in good faith, in accordance with the terms hereof, including any liability for any delays (not resulting from its willful misconduct) in the management or direction of the placement of such funds.

(c) ADM shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder by or on behalf of a government agency or court of law or equity without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. ADM may act in reliance upon any instrument or signature, received from Client or a representative of Client, believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. ADM may conclusively presume that the undersigned representative of Client has full power and authority to instruct ADM on behalf of Client unless written notice to the contrary is delivered to ADM.

(d) ADM makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(e) Client authorizes and appoints ADM as Client's agent for purposes of, among other things, maintaining Client's records in connection with the Deposit Accounts in which Client's funds are managed by ADM.

17. **Limited Responsibility.** This Agreement expressly sets forth all the duties of ADM with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against ADM. ADM shall not be bound by the provisions of any agreement among any other party hereto except this Agreement.

18. **Other Terms.**

(a) **Limits on Money Market Accounts:** Federal financial institution regulations limit the number of withdrawals from certain deposit accounts, such as money market accounts, to a total of six (6) during a monthly statement cycle and certain aggregation rules may apply to withdrawals from such accounts at the Program Institutions. These limits on transfers do not affect the interest rate you earn or the amount of Deposit Insurance for which your accounts under the Program are eligible.

(b) **Termination; Closing of Account:** ADM may, at its sole discretion, and without any prior notice, terminate your participation in the Program. You may close your account with ADM at any time. Notwithstanding the foregoing, you acknowledge that the closure of a CD Account prior to maturity may trigger the assessment of an early withdrawal penalty or fee, and you agree to be wholly responsible for payment of said penalty or fee. You further acknowledge that ADM has no duty to provide you with prior notification that the closure of a CD Account may result in the assessment of an early withdrawal penalty or fee.

(c) **Ordinary Care:** Any failure by ADM, and, except as limited by law, the Custodian, or any Program Institution to act or any delay by such party beyond time limits prescribed by law or permitted by this Agreement is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions, pandemic or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by ADM, the Custodian, or any Program Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in Wisconsin, or any rule or regulation of any state or federal agency having jurisdiction over such party shall constitute ordinary care.

(d) **Personal Information:** You authorize ADM, a Custodian, the Program Institutions, and their service providers to share information concerning you and your accounts in connection with providing the services contemplated by this Agreement, and may disclose information about the Deposit Accounts to any

affiliate of ADM and in accordance with applicable laws. You agree that ADM, the Custodian, the Program Institutions, and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program.

(e) **Modification; Amendment:** ADM may modify this Agreement at any time. When there is any change to the information disclosed in this Agreement, to the extent legally required, you will receive at least thirty (30) days written notification in advance of such change.

(f) **Tax Withholding:** ADM may be required to withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain depositors who fail to provide their correct taxpayer identification number or to make required certifications, or who have been notified by the Internal Revenue Service that they are subject to backup withholding.

(g) **Legal Process:** ADM, the Custodian, and the Program Institutions may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. ADM may, but is not required to, notify you of such process by telephone, electronically or in writing. If ADM is not fully reimbursed for its record research, photocopying and handling costs by the party that served the process, ADM may charge such costs to your client account or Deposit Accounts, in addition to its minimum legal process fee. You agree to indemnify, defend and hold ADM, the Custodian and the Program Institutions harmless from all actions, claims, liabilities, losses, costs, attorney's fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid.

(h) **Assignment:** Neither this Agreement nor your relationship with ADM may be assigned or transferred by you to any other person or entity, except for (i) a transfer by change in ownership of your account, or (ii) a transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, in which case such transfer shall not be binding on ADM or the Program Institution unless and until sufficient, acceptable documentation has been received by such entities. ADM may assign and transfer its rights and obligations hereunder, including, without limitation, to one or more of its affiliates or subsidiaries or to any person that acquires all or substantially all of the assets of ADM, without prior notice to you and without obtaining your consent.

19. **Jurisdiction and Service of Process.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the State of Wisconsin, County of Waukesha or, if it has or can acquire jurisdiction, in the United States District Court serving the County of Waukesha, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

20. **Severability.** The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

21. **Counterparts and Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. By signing this Agreement electronically, Client agrees that the electronic signature provided is the legal equivalent of a manual signature on this Agreement. If Client selects electronic signature, Client consents to be legally bound by this Agreement. Client further agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action in accessing or making any transaction regarding this Agreement, acknowledgement, consent terms, disclosures or conditions constitutes a valid signature, acceptance and agreement as if actually signed by Client in writing.

22. **Governing Law.** The internal laws of the State of Wisconsin shall govern the validity, construction, enforcement and effect of this Agreement.

23. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

24. **Termination.** This Agreement may be terminated immediately by either party without prior notice.

25. **Notice.**

You may contact ADM in writing or by telephone at:

American Deposit Management Corporate Office
W220 N3451 Springdale Rd
Pewaukee WI 53072
414-961-6600
clientservices@americandeposits.com

Client contact:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be executed by their respective officers on the day and year first written above.

AMERICAN DEPOSIT MANAGEMENT, LLC

TOWN OF CANANDAIGUA

By: _____

Kelly A. Brown or Jacob C. Stark
Managing Member

By: _____

Name:
Title:

ADM CONSULTING, LLC

By: _____

Kelly A. Brown or Jacob C. Stark
Managing Member

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by American Deposit Management, LLC (“Municipal Advisor”) to the Client in connection with the Master Services Agreement entered into as of the date hereof (the “Agreement”) and is dated as of the same date as the Agreement. Terms not defined herein have the meaning ascribed to them in the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect. Unless otherwise specified on Exhibit M, there are no known material conflicts of interest known to Municipal Advisor in connection with the scope of services under the Agreement.

* * * * *

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client’s evaluation of Municipal Advisor or the integrity of Municipal Advisor’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor’s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC’s EDGAR system at <http://www.sec.gov>.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

* * * * *

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

EXHIBIT M

CONFLICT DISCLOSURE

Municipal Advisor has checked the appropriate box below to denote any material conflicts of interest known to Municipal Advisor in connection with the scope of services under the Agreement:

☒ NONE

If “NONE” is **not** checked, Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the scope of services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. As general mitigations of Municipal Advisor’s conflicts with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests. Furthermore, Municipal Advisor’s municipal advisory supervisory structure, leveraging our comprehensive supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

☐ **Payments to Be Retained.** Municipal Advisor has paid [____], a municipal advisor registered under the Securities Exchange Act (the “Solicitor”), to solicit Client to [obtain/retain] Client’s municipal advisory business under this Agreement. Such payment could create an incentive for the Solicitor to make a biased recommendation of Municipal Advisor to Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such payment, in that knowledge of such payment can be considered by Client in determining whether the solicitation by the Solicitor was potentially biased by such payment. Furthermore, this potential conflict is mitigated by the fact that the Solicitor is subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

☐ **Payments From Third Parties for Recommendations.** Municipal Advisor has received a payment from [____] (the “Recommended Third-Party”) to recommend the Recommended Third-Party to Client to provide [____] services to Client. Such payment could create an incentive for Municipal Advisor to make a biased recommendation of the Recommended Third-Party to Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such payment, in that knowledge of such payment can be considered by Client in determining whether the recommendation by Municipal Advisor of the Recommended Third-Party was potentially biased by such payment. Furthermore, this potential conflict is mitigated by the fact that such recommendation is subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

☐ **Fee-Splitting Arrangements.** [At the direction of Client,] Municipal Advisor has paid a portion of the fee it has received from Client for services under this Agreement to [____] (the “Third-Party”) in connection with [____] services provided by Third-Party to Client/[Municipal Advisor has received payment from [____] (the “Third-Party”) in connection with its [____] services provided to Client]. Such fee-splitting could result in divided loyalties of Municipal Advisor and the Third-Party. In addition to the general mitigations described above, this conflict of interest is mitigated by [the fact that Client directed the fee-splitting arrangement, thereby

obviating the potential for the payment to influence either party's loyalty. The conflict is further mitigated by] the disclosure to Client of such payment, in that knowledge of such splitting of fees can be considered by Client in determining whether Municipal Advisor or the Third-Party have competing loyalties to others besides Client. In addition, the mitigations described above with respect to Contingent Compensation also generally serve to mitigate this potential conflict of interest.

☐ **Compensation-Based Conflicts Part A.** The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

☐ **Compensation-Based Conflicts Part B.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

☐ **Compensation-Based Conflicts Part C.** The fees due under this Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

☐ **Other Municipal Advisor Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests.

☐ **Other Conflicts of Interest.** [RESERVED.]

☐ **Contribution Related Disclosure Relevant to Client.** While we do not believe that the following create(s) a conflict of interest on the part of Municipal Advisor, we note that Municipal Advisor has [made a contribution to a bond referendum campaign or provided in-kind election-related assistance to a bond referendum campaign and the campaign resulted in voter authorization for an Issue under this Agreement] **AND/OR** [made a contribution to a charitable organization at the request of personnel of Client] **AND/OR** [an associated person who serves as, or who has a family member who serves as, an officer, employee or official of Client]. Client may wish to consider any impact such circumstances may have on how it conducts its activities with Municipal Advisor under this Agreement.

Getting Started

Please complete and sign this Application, along with any required supplemental forms identified through this application process.

In order to complete this Application, you will need some or all of the following information:

- Identification information, such as a driver's license, passport, or another type of government-issued identification (a copy is required):
 - *Public depositors need not provide detail on personal information, however, must provide a board resolution or equivalent for their approval to transact on behalf of the entity*
- Company Tax Identification Number/Social Security Number
- Back-up contact information
- Current documentation of **Corporate Signer Authority** (*non-public depositors only*). Acceptable documents would be Articles of Incorporation, Resolution of Authority, Certificate of Good Standing, Corporate Resolution or State Filing of Incorporation.
- Certification of Beneficial Owner(s) (*non-public depositors only*)

The above information helps us comply with various regulations and rules and the USA PATRIOT Act, a Federal law that requires certain companies to obtain, verify, and record information that identifies each applicant. Please note: if we cannot verify the information you provide, we may be required to restrict or deny your account.

1 Select an Account

Account Type

☐ Public Entity (includes municipalities, school districts, and more)

☐ Accredited Investor (includes trusts)

☐ Corporate Entity (includes non-profit, LLC, corporations)

Other Accounts

Do you have other accounts with us? ☐ Yes ☐ No

Bond Proceed Information

Are the funds in this account the proceeds from an issuance of a bond or other type financing?

☐ Yes ☐ No

If yes, please complete Arbitrage Rebate Reporting Election form.

2 Please Tell Us about Your Entity

Entity Information

Name of Entity or Accredited Investor		TIN/SSN #		Alternative Name	
Permanent Address					Suite No.
City	State	ZIP Code	County/Country		
Main Phone	Fax Number	Alternative Number	Web Address		
Mailing Address (if different from above)					Apt/Suite No.
City	State	ZIP Code	County/Country		

Entity Classification Type:

☐ LLC
 ☐ DBA
 ☐ Corporation
 ☐ Non-Profit
 ☐ Public Entity
 ☐ Trust (If trust has separate TIN, please indicate above.)

USA PATRIOT Act Information (Required by Federal law—See page 1)

All authorized signers must provide the information requested below. Non-resident aliens, also include a completed W-8BEN.
PUBLIC ENTITIES DO NOT NEED TO PROVIDE PERSONAL INFORMATION.

Authorized Signer #1

First Name	Middle Name	Last Name	Title
Date of Birth (mm/dd/yyyy)	Social Security or Taxpayer ID No.	Email Address	
ID No. (Select one): <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID			Place/Country of Issuance
Issue Date (mm/yyyy)	Expiration Date (mm/yyyy)	Work Phone	

Authorized Signer #2

First Name	Middle Name	Last Name	Title
Date of Birth (mm/dd/yyyy)	Social Security or Taxpayer ID No.	Email Address	
ID No. (Select one): <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID			Place/Country of Issuance
Issue Date (mm/yyyy)	Expiration Date (mm/yyyy)	Work Phone	

2

Please Tell Us about Yourself—CONTINUED

Additional Employees (Make a copy of this form for each additional employee.)**Contact Information**☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. **Suffix** ☐ Sr. ☐ Jr._____
First Name_____
Middle Name_____
Last Name☐ **Use the same contact information listed for the authorized signers.**_____
Permanent Address_____
Corporate Title:_____
City_____
State_____
ZIP Code_____
SSN#_____
Work Phone_____
Cell Phone_____
Email_____
Drivers License # and Exp Date_____
Mailing Address (if different from above)_____
Suite No._____
City_____
State_____
ZIP Code_____
Country*Additional employee is authorized for the following:*

- ☐ Conduct all business on behalf of entity.
- ☐ Information reporting only, including e-Statement access.

Please note that additional employees may not request a change of authorized signer.

2 Please Tell Us about Yourself—CONTINUED

Company Information

Industry and Other Affiliations

Visit www.naics.com/search to locate your code.

NAICS Code	Industry	Years in Business and Nature of Business Activity
------------	----------	---

3 Bank Information

Primary Bank Information

For purposes of interest payments and withdrawal requests, we need your primary bank account information so we can credit your account accordingly. Please provide the information below:

Bank Name		Branch Name (if known)		How long have you banked here?	
Address				Suite No.	
City		State	ZIP Code	Country	
Phone	Website		Routing Number	Account Number for funds deposit	
Contact Person:				Phone Number:	
Email Address:					

This is an:

- | | | | |
|--|--|-----|----|
| <input type="checkbox"/> Operating Account (<i>checking</i>) | Is debit blocker or debit filter service used on this account? | Yes | No |
| <input type="checkbox"/> Money Market Account (<i>savings</i>) | Is debit blocker or debit filter service used on this account? | Yes | No |
| <input type="checkbox"/> Other (please explain): _____ | | | |

Please note that you will need to contact your primary bank to authorize American Deposit Management, LLC as an approved Automated Clearing House (ACH) originator for your account. All new accounts require an ACH pre-notification as part of the account opening procedure.

4 Tell Us How You Will Fund This Account

Please tell us how you are funding this account:

- ☐ Check
- ☐ Wire Transfer
- ☐ ACH

5 Tell Us How You Want to Work With Us

Interest Management

Check one of the following options*:

- ☐ ACH monthly interest to operating account (listed in Section 3)
- ☐ Reinvest in the same account

*Your election may be changed at anytime by written request.

Additional e-Statement Access (optional)

Please provide e-Statement access to the person listed below:

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. **Suffix** ☐ Sr. ☐ Jr.

First Name		Middle Name	Last Name	Title
Mailing Address			Email Address	
City	State	ZIP Code	Phone Number	

Relationship to Primary Applicant: _____

6 Review and Submit This Application

Confirmations and Signatures – Please Read Carefully

By signing this Application, you affirm that you have received and read this Application, account terms and conditions, and any supplemental documents governing this relationship. You affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided, including **ANY** change of signers. All Clients other than public unit depositors, represent and warrant that they are an "accredited investor" as that term is defined by applicable securities laws and the Securities and Exchange Commission.

Authorized Signers on behalf of the Organization:

Name (please print)

Title

Signature

Date

Name (please print)

Title

Signature

Date

☐

By initialing this box, you authorize American Deposit Management LLC ("ADM") to share this application, and/or the information contained herein, with your financial institution or advisor ("referring agent"), its representatives and employees. You further acknowledge that your referring agent may receive compensation from ADM for funds placed into the program. Additionally, you acknowledge and agree that the fees ADM charges for its services are separate and distinct from the fees your referring agent charges or may charge to Applicant for services and that Applicant will be responsible for payment of ADM's fees.

If you have questions on this application, please contact us at 414-961-6600. To begin the account opening process, your application may be faxed to 414-961-6670 or emailed to clientservices@americandeposits.com.

Please mail your completed application to the address listed below:

Attn: Client Services, American Deposit Management, LLC., W220 N3451 Springdale Rd, Pewaukee, WI 53072

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ATTACHMENT 7

	New Employee per pay period (26 weeks)	Employee Cost Difference V. LY	Town yearly cost per plan
BRONZE			
Single	\$ 12.57	\$ 3.03	\$ 7,653.17
S&S	\$ 25.13	\$ 6.05	\$ 15,306.34
S&C	\$ 21.36	\$ 5.14	\$ 13,760.37
Family	\$ 35.82	\$ 8.62	\$ 19,686.54
SILVER			
Single	\$ 28.97	\$ 5.57	\$ 7,703.62
S&S	\$ 57.94	\$ 11.14	\$ 15,407.23
S&C	\$ 49.25	\$ 9.47	\$ 13,546.16
Family	\$ 82.57	\$ 15.87	\$ 20,680.32
GOLD			
Single	\$ 75.61	\$ 4.72	\$ 7,303.62
S&S	\$ 151.23	\$ 9.44	\$ 14,607.23
S&C	\$ 128.54	\$ 12.14	\$ 12,746.16
Family	\$ 215.50	\$ 1.81	\$ 19,880.32

	# enrolled	22-23 Monthly Premium	5%	21-22 Monthly Premium	Monthly Increase	10%	Employee Monthly Cost	Town Monthly Cost	Total Monthly Cost	Town yearly cost
BRONZE										
Single	5	\$ 456.66	\$ 22.83	\$ 412.70	\$ 43.96	\$ 4.40	\$ 27.23	\$ 429.43	\$ 2,147.16	\$ 25,765.86
S&S	6	\$ 913.32	\$ 45.67	\$ 825.40	\$ 87.92	\$ 8.79	\$ 54.46	\$ 858.86	\$ 5,153.17	\$ 61,838.06
S&C	2	\$ 716.32	\$ 38.82	\$ 701.59	\$ 74.73	\$ 7.47	\$ 46.29	\$ 730.03	\$ 1,460.06	\$ 17,520.74
Family	3	\$ 1,301.48	\$ 65.07	\$ 1,176.20	\$ 125.28	\$ 12.53	\$ 77.60	\$ 1,223.88	\$ 3,671.63	\$ 44,059.61
									\$	\$ 149,184.28

	# enrolled	22-23 Monthly Premium	10%	21-22 Monthly Premium	Monthly Increase	10%	Employee Monthly Cost	Town Monthly Cost	Total Monthly Cost	Town yearly cost
SILVER										
Single	1	\$ 579.74	\$ 57.97	\$ 531.76	\$ 47.98	\$ 4.80	\$ 62.77	\$ 516.97	\$ 6,203.62	\$ 6,203.62
S&S	2	\$ 1,159.48	\$ 115.95	\$ 1,063.52	\$ 95.96	\$ 9.60	\$ 125.54	\$ 1,033.94	\$ 12,407.23	\$ 24,814.46
S&C		\$ 985.56	\$ 98.56	\$ 903.99	\$ 81.57	\$ 8.16	\$ 106.71	\$ 878.85	\$ 10,546.16	\$ -
Family	4	\$ 1,652.26	\$ 165.23	\$ 1,515.52	\$ 136.74	\$ 13.67	\$ 178.90	\$ 1,473.36	\$ 17,680.32	\$ 70,721.28
									\$ -	\$ 101,739.36

	# enrolled	22-23 Monthly Premium	22-23 Yearly Premium	Town Yearly Contribution to Premium (equal to Silver2)	Employee Yearly Contribution	Monthly Employee Contribution	Employee biweekly	Town yearly cost
GOLD								
Single		\$ 680.80	\$ 8,169.60	\$ 6,203.62	\$ 1,965.98	\$ 163.83	\$ 75.61	\$ -
S&S	1	\$ 1,361.60	\$ 16,339.20	\$ 12,407.23	\$ 3,931.97	\$ 327.66	\$ 151.23	\$ 12,407.23
S&C		\$ 1,157.36	\$ 13,888.32	\$ 10,546.16	\$ 3,342.16	\$ 278.51	\$ 128.54	\$ -
Family	3	\$ 1,940.28	\$ 23,283.36	\$ 17,680.32	\$ 5,603.04	\$ 466.92	\$ 215.50	\$ 53,040.96
								\$ 65,448.19

2022 Adopted Budget	Medical	HSA	Buy Out
General AA100.9060.	\$ 177,000.00	\$ 47,100.00	\$ 4,000.00
Water SW500.9060	\$ 37,600.00	\$ 13,000.00	\$ 2,000.00
Highway DA100.9060	\$ 152,831.00	\$ 52,000.00	\$ 4,000.00
TOTAL:	\$ 367,431.00	\$ 112,100.00	\$ 10,000.00
Jan-Jun (21-22 Rates)	\$ 164,260.69	\$ 53,550.00	\$ 6,845.88
Jul-Dec (22-23 Rates)	\$ 158,185.91	\$ 47,900.00	\$ 7,000.00
TOTAL:	\$ 322,446.61	\$ 101,450.00	\$ 13,845.88
Against budget:	\$ 44,984.39	\$ 10,650.00	\$ (3,845.88)

Premium Total		\$ 316,371.83
HSA/HRA Total		\$ 95,800.00
Medical Buyout (7)		\$ 14,000.00
TOTAL:		\$ 426,171.83

HSA/HRA	TOTAL
\$ 2,500.00	\$ 12,500.00
\$ 5,000.00	\$ 30,000.00
\$ 5,000.00	\$ 10,000.00
\$ 5,000.00	\$ 15,000.00
	\$ 67,500.00
HSA/HRA	TOTAL
\$ 1,500.00	\$ 1,500.00
\$ 3,000.00	\$ 6,000.00
\$ 3,000.00	-
\$ 3,000.00	\$ 12,000.00
	\$ 19,500.00
HRA	TOTAL
\$ 1,100.00	\$ -
\$ 2,200.00	\$ 2,200.00
\$ 2,200.00	-
\$ 2,200.00	\$ 6,600.00
	\$ 8,800.00
	\$ 95,800.00



Version Updated: 10/28/2021
Rating Region: Rochester

SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4
Plan Overview		
Plan ID	78124NY1000169-00	78124NY1000169-00 (SYA7)
Plan Name	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4
Aggregation Design	Family Aggregation	Family Aggregation
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards.	
Plan Type	Deductible HSA	Deductible HSA
HSA Eligible	Yes	Yes
Quote Effective	07/01/2021 - 09/30/2021	07/01/2022 - 09/30/2022
Rate (\$)	Small Group	Small Group
Single	\$412.70	\$456.66
Subscriber & Spouse	\$825.40	\$913.32
Subscriber & Child(ren)	\$701.59	\$776.32
Family	\$1,176.20	\$1,301.48
Plan features		
Primary Care Physician (PCP)	Not Required	Not Required
Referrals	Not Required	Not Required
Out of network benefits	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	Coverage provided worldwide through our BlueCard Network
Student/Dependent coverage	Qualified dependents are covered to age 26	Qualified dependents are covered to age 26
Domestic partner	Covered	Covered
Wellness Incentives	ExerciseRewards® receive up to \$600 in rewards a year by visiting a qualified fitness facility and save on Gym memberships with Active&Fit Direct®.	
Plan cost-sharing highlights		
Plan cost-sharing highlights	In-Network	Out-of-Network

SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Primary Care Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Specialist Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Coinsurance	Covered at 100%	Covered at 100%	Covered at 100%
Deductible	In-Network: \$7,000 Individual / \$14,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family
Out of pocket maximum	In-Network: \$7,000 Individual / \$14,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	\$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None
Plan Benefits			
Preventive Healthcare Services	In-Network	Out-of-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
+Mammography	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
+Pap smear	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
+Family Planning Services	Covered in full	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Physician Office Services	In-Network	Out-of-Network	Out-of-Network
Diagnostic office visits	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Telemedicine and Telehealth Services	Covered in full, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic x-rays	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Advanced Imaging Services	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Allergy tests	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Allergy injections	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chemotherapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Radiation therapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Maternity Services	In-Network	Out-of-Network	Out-of-Network
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible

	SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Newborn nursery care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Prescription Drug Coverage	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Coverage	Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered	Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered
Diabetic drugs, insulin, and supplies	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital benefits	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient physical rehabilitation	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Anesthesia	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency room care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Freestanding urgent care center	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Ambulance	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic x-rays	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Advanced Imaging Services	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Surgical Care Facility Fee	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chemotherapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Radiation Therapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient mental health care	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Outpatient mental health care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient substance use	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Outpatient substance use	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible

Other Services	SimplyBlue Plus Bronze 4			SimplyBlue Plus Bronze 4		
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Skilled nursing facility	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible
Home care	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible
Outpatient therapy	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
External prosthetics	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chiropractic	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Acupuncture	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Hearing Aids	Covered at 100% , subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years	Covered at 100% , subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Routine Vision Exam	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	One routine exam covered in full per year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$100 per year	Eyewear Reimbursement of \$100 per year
Pediatric Routine Vision Exam	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible and balance billing	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible and balance billing	Covered at 100%, subject to the deductible and balance billing	Covered at 100%, subject to the deductible and balance billing	Covered at 100%, subject to the deductible and balance billing	Covered at 100%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. *Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.



Version Updated: 10/28/2021

Rating Region: Rochester

SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
Plan Overview			
Plan ID	78124NY0990265-00	78124NY0990265-00 (SYT9)	
Plan Name	SimplyBlue Plus Gold 18	SimplyBlue Plus Gold 18	
Aggregation Design	Individual Aggregation	Individual Aggregation	
Plan Highlights	A deductible is applied to select covered medical benefits, prescription drugs are not subject to the deductible. Preventive services are covered in full, includes ExerciseRewards.		
Plan Type	Hybrid	Hybrid	
HSA Eligible	No	No	
Quote Effective	07/01/2021 - 09/30/2021	07/01/2022 - 09/30/2022	
Rate (\$)	Small Group	Small Group	
Single	\$624.08	\$680.80	
Subscriber & Spouse	\$1,248.16	\$1,361.60	
Subscriber & Child(ren)	\$1,060.94	\$1,157.36	
Family	\$1,778.63	\$1,940.28	
Plan features			
Primary Care Physician (PCP)	Not Required	Not Required	
Referrals	Not Required	Not Required	
Out of network benefits	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	Coverage provided worldwide through our BlueCard Network	
Student/Dependent coverage	Qualified dependents are covered to age 26	Qualified dependents are covered to age 26	
Domestic partner	Covered	Covered	
Wellness Incentives	ExerciseRewards® receive up to \$600 in rewards a year by visiting a qualified fitness facility and save on Gym memberships with Active&Fit Direct®.	Active&Fit ExerciseRewards receive up to \$600 in rewards a year by visiting a qualified fitness facility or by tracking your steps using a wearable device. Save on Gym memberships with Active&Fit Direct.	
Plan cost-sharing highlights			
Plan cost-sharing highlights	In-Network	Out-of-Network	In-Network
			Out-of-Network

SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
Primary Care Office Visit	\$40 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Specialist Office Visit	\$60 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Coinsurance	Covered at 80%	Covered at 60%	Covered at 60%
Deductible	In-Network: \$1,100 Individual / \$2,200 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family
Out of pocket maximum	In-Network: \$8,250 Individual / \$16,500 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	\$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None
Plan Benefits			
Preventive Healthcare Services		Out-of-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Mammography	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Pap smear	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Family Planning Services	Covered in full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Physician Office Services		Out-of-Network	Out-of-Network
Diagnostic office visits	\$40 PCP copay; \$60 Specialist copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Telemedicine and Telehealth Services	Covered in Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic x-rays	\$60 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	\$100 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	\$40 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Allergy tests	\$40 PCP copay; \$60 Specialist copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Allergy injections	\$40 PCP copay; \$60 Specialist copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	\$40 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Radiation therapy	\$60 copay per visit	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Maternity Services		Out-of-Network	Out-of-Network
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible

	SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
Newborn nursery care	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Prescription Drug	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Coverage	\$10/\$45/\$90	Not Covered	\$10/\$45/\$90	Not Covered
Diabetic drugs, insulin, and supplies	\$40 copay per 30 day supply	Covered at 60%, subject to the deductible	\$40 copay per 30 day supply	Covered at 60%, subject to the deductible
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital benefits	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient physical rehabilitation	Covered at 80% per 60 day stay per admission per contract year, subject to the deductible	Covered at 60% per 60 day stay per admission per contract year, subject to the deductible	Covered at 80% per 60 day stay per admission per contract year, subject to the deductible	Covered at 60% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Anesthesia	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency room care	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit
Freestanding urgent care center	\$60 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Ambulance	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit	\$250 copay per visit
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic x-rays	\$60 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Advanced Imaging Services	\$100 copay per visit	Covered at 60%, subject to the deductible	\$100 copay per visit	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	\$40 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Surgical Care Facility Fee	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	\$40 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Radiation Therapy	\$60 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient mental health care	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient mental health care	3 visits covered in full. Next visits covered at \$40 copay per visit	Covered at 60%, subject to the deductible	3 visits covered in full. Next visits covered at \$40 copay per visit	Covered at 60%, subject to the deductible
Inpatient substance use	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient substance use	3 visits covered in full. Next visits covered at \$40 copay per visit	Covered at 60%, subject to the deductible	3 visits covered in full. Next visits covered at \$40 copay per visit	Covered at 60%, subject to the deductible
Other Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Skilled nursing facility	Covered at 80% per admission for 200 days	Covered at 60% per admission for 200 days	Covered at 80% per admission for 200 days	Covered at 60% per admission for 200 days

	SimplyBlue Plus Gold 18		SimplyBlue Plus Gold 18	
	per year, subject to the deductible	per year, subject to the deductible	per year, subject to the deductible	per year, subject to the deductible
Home care	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 60% for up to 40 visits per year, subject to the deductible	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 60% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 80% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible	Covered at 80% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible
Outpatient therapy	\$60 for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	\$60 for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
Chiropractic	\$60 copay per visit	Covered at 60%, subject to the deductible	\$40 copay per visit	Covered at 60%, subject to the deductible
Acupuncture	\$60 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Hearing Aids	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Routine Vision Exam	\$60 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible	One routine exam covered in full per year	Covered at 60% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	\$60 copay per visit	Covered at 60%, subject to the deductible	\$60 copay per visit	Covered at 60%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$100 per year	Eyewear Reimbursement of \$100 per year
Pediatric Routine Vision Exam	\$60 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible	\$60 copay per visit for one routine exam every year	Covered at 60% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive covered at 100%. Routine covered at 80%, subject to the deductible	Preventive covered at 100%. Routine covered at 80%, subject to the deductible	Preventive covered at 100%. Routine covered at 80%, subject to the deductible	Preventive covered at 100%. Routine covered at 80%, subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

Excellus BlueCross BlueShield is a nonprofit independent licensee of the Blue Cross Blue Shield Association



Version Updated: 10/28/2021

Rating Region: Rochester

SimplyBlue Plus Silver 2		SimplyBlue Plus Silver 2
Plan Overview		
Plan ID	78124NY1000057-00	78124NY1000057-00 (SXX5)
Plan Name	SimplyBlue Plus Silver 2	SimplyBlue Plus Silver 2
Aggregation Design	Family Aggregation	Family Aggregation
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards.	
Plan Type	Deductible HSA	Deductible HSA
HSA Eligible	Yes	Yes
Quote Effective	07/01/2021 - 09/30/2021	07/01/2022 - 09/30/2022
Rate (\$)	Small Group	Small Group
Single	\$531.76	\$579.74
Subscriber & Spouse	\$1,063.52	\$1,159.48
Subscriber & Child(ren)	\$903.99	\$985.56
Family	\$1,515.52	\$1,652.26
Plan features		
Primary Care Physician (PCP)	Not Required	Not Required
Referrals	Not Required	Not Required
Out of network benefits	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	Coverage provided worldwide through our BlueCard Network
Student/Dependent coverage	Qualified dependents are covered to age 26	Qualified dependents are covered to age 26
Domestic partner	Covered	Covered
Wellness Incentives	ExerciseRewards® receive up to \$600 in rewards a year by visiting a qualified fitness facility and save on Gym memberships with Active&Fit Direct®.	Active&Fit ExerciseRewards receive up to \$600 in rewards a year by visiting a qualified fitness facility or by tracking your steps using a wearable device. Save on Gym memberships with Active&Fit Direct.
Plan cost-sharing highlights		
Plan cost-sharing highlights	In-Network	In-Network
	Out-of-Network	Out-of-Network

	SimplyBlue Plus Silver 2			SimplyBlue Plus Silver 2		
Primary Care Office Visit	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Specialist Office Visit	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Coinsurance	Covered at 80%	Covered at 80%	Covered at 60%	Covered at 80%	Covered at 60%	Covered at 60%
Deductible	In-Network: \$2,600 Individual / \$5,200 Family	In-Network: \$2,600 Individual / \$5,200 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family	In-Network: \$2,600 Individual / \$5,200 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family	Out-of-Network: \$5,000 Individual / \$10,000 Family
Out of pocket maximum	In-Network: \$7,000 Individual / \$14,000 Family	In-Network: \$10,000 Individual / \$20,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	\$7,000 Individual / \$14,000 Family	\$10,000 Individual / \$20,000 Family	\$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None	None	None	None
Plan Benefits						
Preventive Healthcare Services	In-Network	Out-of-Network	Out-of-Network	In-Network	Out-of-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Mammography	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Pap smear	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Preventive screenings covered in full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
+Family Planning Services	Covered in full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Physician Office Services	In-Network	Out-of-Network	Out-of-Network	In-Network	Out-of-Network	Out-of-Network
Diagnostic office visits	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Telemedicine and Telehealth Services	Covered in full, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered In Full, subject to deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic x-rays	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Allergy tests	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Allergy injections	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Radiation therapy	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Maternity Services	In-Network	Out-of-Network	Out-of-Network	In-Network	Out-of-Network	Out-of-Network
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible

	SimplyBlue Plus Silver 2		SimplyBlue Plus Silver 2	
Newborn nursery care	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Prescription Drug Coverage	In-Network	Out-of-Network	In-Network	Out-of-Network
Prescription Drug Coverage	\$5/\$45/\$90, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered	\$5/\$45/\$90, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered
Diabetic drugs, insulin, and supplies	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital benefits	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient physical rehabilitation	Covered at 80%, per 60 day stay per admission per contract year, subject to the deductible	Covered at 60%, per 60 day stay per admission per contract year, subject to the deductible	Covered at 80%, per 60 day stay per admission per contract year, subject to the deductible	Covered at 60%, per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Anesthesia	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency room care	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible
Freestanding urgent care center	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Ambulance	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic x-rays	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Surgical Care Facility Fee	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Chemotherapy	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Radiation Therapy	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient mental health care	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient mental health care	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient substance use	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible	Covered at 80% per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient substance use	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Other Services	In-Network	Out-of-Network	In-Network	Out-of-Network

	SimplyBlue Plus Silver 2	SimplyBlue Plus Silver 2	SimplyBlue Plus Silver 2
Skilled nursing facility	Covered at 60% per admission for 200 days per year, subject to the deductible	Covered at 60% per admission for 200 days per year, subject to the deductible	Covered at 60% per admission for 200 days per year, subject to the deductible
Home care	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 80% for up to 40 visits per year, subject to the deductible	Covered at 60% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 80% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible
Outpatient therapy	Covered at 80%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 80%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
Chiropractic	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Acupuncture	Covered at 80%, subject to the deductible	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible
Hearing Aids	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	Out-of-Network
Adult Routine Vision Exam	Covered at 80% for one routine exam every year, subject to the deductible	Covered at 60% for one routine exam every year, subject to the deductible	Covered at 60% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	Covered at 80%, subject to the deductible	Covered at 60%, subject to the deductible	Covered at 60%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$100 per year	Eyewear Reimbursement of \$100 per year
Pediatric Routine Vision Exam	Covered at 80% for one routine exam every year, subject to the deductible	Covered at 80% for one routine exam every year, subject to the deductible	Covered at 60% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing	Covered at 50%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. *Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

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ADMINISTRATORS
A Division of Morgan White Group



DavisVision™



**LIFE INSURANCE
COMPANY OF
NEW YORK**

HM INSURANCE GROUP

March 17, 2022

Town Of Canandaigua
Attn: Samantha Pierce
5440 Route 5 & 20 West
Canandaigua, NY 14420

RE: Davis Vision Renewal #20594

We appreciate your business and thank you for choosing HM Life Insurance Company of New York and Davis Vision. Our commitment is to provide you with quality vision benefits, exceptional service, and value at a reasonable cost.

The plan is reviewed annually, and this renewal letter should be kept with your contract documents and serves as an amendment to your vision contract.

Your contract renewal period is 07/01/2022 through 06/30/2023. To renew your contract, you need only begin paying the rates outlined below with the new contract term.

	CURRENT RATES	RENEWAL RATES
Participant:	\$ 7.69	\$ 7.69
Plus One:	\$ 13.32	\$ 13.32
Family:	\$ 22.47	\$ 22.47

The vision rates above are inclusive of premium and an additional administrative fee for service provided by MWG Administrators.

Your continued confidence in HM Life Insurance Company of New York and Davis Vision is appreciated. We are proud of our association with you and look forward to a long and mutually successful relationship in the future.

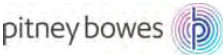
Sincerely,

David R. White
President, CEO
MWG Administrators

cc: DONALD MATSON

Davis Vision coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, underlying policy form HMP-902 VIS, in all states except New York. In New York, coverage is underwritten by HM Life Insurance Company of New York, NY, underlying policy form HMP-902 VIS. The coverage or service requested may not be available in all states.

ATTACHMENT 8



Sourcewell (formerly known as NJPA) State & Local FMV Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
TOWN OF CANANDAIGUA	166002197

Sold-To: Address
5440 ROUTE 5 AND 20, CANANDAIGUA, NY, 14424-9327, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Michelle Rowlinson	(585) 394-1120	0015878755

Bill-To: Address
5440 ROUTE 5 AND 20, CANANDAIGUA, NY, 14424-9327, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Michelle Rowlinson	(585) 394-1120	0015878755	devclerk@townofcanandaigua.org

Ship-To: Address
5440 ROUTE 5 AND 20, CANANDAIGUA, NY, 14424-9327, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Michelle Rowlinson	(585) 394-1120	0015878755

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	NV50	InView Dashboard 1 unit DM125/DM225

1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 150.86	\$ 452.58

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☐ Purchase Power® transaction fees included
- ☒ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Robert Zurat	robert.zurat@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

ATTACHMENT 9

Town of Canandaigua

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

Established 1791

March 17, 2022

Bonadio & Co., LLP
171 Sully's Trail
Pittsford, New York 14534

In connection with your engagement to apply agreed-upon procedures to the Town of Canandaigua, New York (the Town) Town Clerk's (the Clerk) financial transactions for the period from January 1, 2021 through December 31, 2021, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

- 1) We acknowledge that we are responsible for the presentation of the Clerk's transactions.
- 2) We have provided you with all relevant information and access under the terms of our agreement.
- 3) We have disclosed to you all known matters contradicting the Clerk's transactions.
- 4) There have been no communications from regulatory agencies, internal auditors, other independent practitioners or consultants, and others affecting the Clerk's transactions, including communications received between December 31, 2021 and the date of this letter.
- 5) We are not aware of any material misstatements in the Clerk's transactions.
- 6) We have disclosed to you all known events subsequent to the date of the Clerk's transactions, December 31, 2021, to the date of this letter and the date of your report, that would have a material effect on the Clerk's transactions.

Very truly yours,

TOWN OF CANANDAIGUA, NEW YORK

Jared Simpson
Town Supervisor

Jean Chrisman
Town Clerk

Agreed-Upon Procedures Schedule

Town Clerk

- 1) Document the internal accounting controls and procedures relating to the Town Clerk's office operations based on an interview of the Town Clerk.
- 2) Obtain a haphazard sample of five (5) cash receipts for each of three months selected (March, August, and December 2021) and compare to original source documentation such as permit and license applications to determine whether the postings in the cash books were supported. In addition, determine if these cash receipts were made on a timely basis (within 5 days of receipt).
- 3) Obtain a haphazard sample of two (2) cash disbursements for each of three months selected (March, August, and December 2021) and determine if they were in agreement with the cash book and corresponding monthly reports.
- 4) Compare the Town Clerk's monthly reports for three selected months (March, August, and December 2021) to the records in the cash book to ensure their agreement.

**TOWN OF CANANDAIGUA, NEW YORK
TOWN CLERK DEPARTMENT**

**Independent Accountant's Report
On Applying Agreed-Upon Procedures
For the Year Ended December 31, 2021**

**INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES**

March 7, 2022

To the Town Board of the
Town of Canandaigua, New York:

We have performed the procedures enumerated below related to compliance with Town Law requirements of the Town of Canandaigua, New York (the Town) Town Clerk (the Clerk) for the year ended December 31, 2021. The Town's and the Clerk's management is responsible for their respective compliance with those requirements.

The Town has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the Clerk's compliance with Town Law requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

Procedure #1

Document the internal accounting controls and procedures relating to the Town Clerk's office operations based on an interview of the Town Clerk.

Finding

Procedure performed without exception.

Procedure #2

Obtain a haphazard sample of five (5) cash receipts for each of three months selected (March, August, and December 2021) and compare to original source documentation such as permit and license applications to determine whether the postings in the cash books were supported. In addition, determine if these cash receipts were made on a timely basis (within 5 days of receipt).

Finding

Procedure performed without exception.

Procedure #3

Obtain a haphazard sample of two (2) cash disbursements for each of three months selected (March, August, and December 2021)) and determine if they were in agreement with the cash book and corresponding monthly reports.

Finding

Procedure performed without exception.

Procedure #4

Compare the Town Clerk's monthly reports for three selected months (March, August, and December 2021) to the records in the cash book to ensure their agreement.

Finding

Procedure performed without exception.

We were engaged by the Town to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with Town Law requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Town and the Clerk and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Town, the Town Board, and the Town Clerk and is not intended to be and should not be used by anyone other than those specified parties.

ATTACHMENT 10

March 18, 2022

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
NEPA AND ENVIRONMENTAL REPORT FOR THE MOTION JUNCTION PLAYGROUND (OUTHOUSE
PARK, WEST)**

Dear Doug:

MRB Group is pleased to provide the Town of Canandaigua with a proposal for engineering services for completing the NEPA and the Environmental Report as required for funding through the CDBG program. The intent would be to pursue funding for the Motion Junction Playground at Outhouse Park (West).

I. Background

The Motion Junction playground is an all-inclusive area such that every child's experience at the park is the same regardless of each individuals' limitations. It is the first playground of this type and scale in Ontario County. Improvements are needed to make this playground a reality and the Town is pursuing a CDBG block grant to help pay for the improvements.

II. Scope of Services and Compensation

As part of the funding process through the CDBG program, several requirements for environmental planning must be completed for consideration for funding. This includes environmental planning through both the Federal Government, *National Environmental Policy Act (NEPA)* as well as through the state environmental review process, State

Environmental Quality Review (SEQR). SEQR has been completed for this project and will be utilized as the basis for the Environmental Report.

A. National Environmental Policy Act (NEPA)

As part of the application, we propose to provide the following services to complete the NEPA environmental report:

1. Prepare the Environmental Report in accordance with NEPA requirements, including a narrative summary of all elements of the environmental review, correspondence, exhibits, maps, and SEQR documentation.
2. Prepare environmental planning maps to assist with the preparation of the Environmental Report for the following but not limited to:
 - a. NYS Office of Parks and Recreation/ SHPO
 - b. Department of Agriculture and Markets
 - c. Soil Survey Maps/ Ag District Maps
 - d. U.S. Department of the Interior's Fish and Wildlife Service's (USFWS)
 - e. NYS Department of Environmental Conservation Division of Fish, Wildlife & Marine Resources
 - f. U.S. Army Corps of Engineers & NYSDEC Wetland Mapping
 - g. FEMA Flood Insurance Rate Maps
3. Complete the NEPA Forms and Procedural Documents.
4. Analyze the environmental impacts of the recommended alternative.
5. Coordinate with agencies for submission of Environmental Report and successful completion of the NEPA Review process.
6. Prepare and submit the Preliminary and Final Notices of Intent to facilitate clearance from the NYS Department of



Agricultural and Markets and assist the Town in adopting a lateral restrictions resolution, if required.

7. Prepare and submit the coordination requirements to all identified Tribal Nations.
8. Prepare and submit the coordination requirements with the Regional Clearing House.

Total Compensation.....\$7,500.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period.

III. Additional Services

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

- A. State Historical Preservation Office (SHPO) archaeological investigation
- B. Environmental site Investigations, including those directed the per U.S. Army Corps of Engineers (wetland delineation, drainage swale disturbance, etc.)
- C. Hazardous Materials Survey
- D. Survey or design phase services

IV. Commencement of Work

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



Doug Finch, Town Manager
Town of Canandaigua
RE: NEPA and Environmental Report
March 18, 2022
Page 4

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

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

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

A handwritten signature in blue ink, appearing to read "James Oberst".

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

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\2022\gjh- Canandaigua - NEPA Proposal_formatted.docx

Enclosure

PROPOSAL ACCEPTED BY:

Signature

Title

Date

ATTACHMENT 11



March 29, 2022

Mr. Doug Finch
Town Manager/Budget Officer
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, NY 14424

Dear Doug:

We are pleased to submit the following updated letter for Municipal Advisor services in connection with the Town's Capital Project financings and other financial matters.

The scope of our letter is divided into six parts:

A TEMPORARY FINANCING

PART 1 - Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement (\$1,000,000 or more).

B PERMANENT FINANCING

PART 2 - Sale of Registered Public Market Serial Bonds with an Official Statement (\$1,000,000 or more).

PART 3 - Refunding Bonds with an Official Statement.

C OTHER

PART 4 - Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

PART 5 - IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.

PART 6 - Financial Management Services

BERNARD P. DONEGAN, INC.

345 WOODCLIFF DRIVE, 2ND FLOOR

FAIRPORT, NY 14450

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net

A TEMPORARY FINANCING

PART 1- INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up** among Town Officials, Bond Counsel and, where appropriate, Project Engineer.
- (1.7) **Conduct the sale** and make a recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) numbers to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the Town Attorney, and Town Officials.
- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.

The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$7,125 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$3,562 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

B PERMANENT FINANCING

PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (2.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (2.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (2.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (2.4) Coordinate and provide **written follow-up** to Town Officials and Bond Counsel.
- (2.5) Compile the information required and make application on behalf of the Town for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (2.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (2.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.
- (2.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a "**Fiscal Agent**" bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the Town Officials, Bond Counsel and selected bank.

Mr. Doug Finch

March 29, 2022
Page 4 of 12

- (2.9) Where appropriate, using **Book-Entry Only Bonds**, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (2.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (2.11) Prepare and file the "**Affidavit of Mailing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (2.12) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (2.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (2.14) Complete, have executed by Town Officials, and file the "**Debt Statement**" with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (2.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (2.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and the Town Clerk. Coordinate deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (2.17) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (2.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and Town Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (2.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the Town in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the Town.

Mr. Doug Finch

March 29, 2022

Page 5 of 12

The charge for each serial bond issue will be \$14,375 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$7,187 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

PART 3- SALE OF REGISTERED PUBLIC MARKET REFUNDING SERIAL BONDS WITH AN OFFICIAL STATEMENT

The following items will be completed under this portion of the contract:

- (3.1) Advise on the **dollar size** of the registered serial bond issue and market timing of the Pricing.
- (3.2) Plan an optimum **maturity date** recognizing the fiscal year, timing of revenue, and long-term debt service planning impact thereof on the Town.
- (3.3) Prepare **alternative maturity schedules**, if needed, complying with the restrictions of Sections 11.00 and 21.00 of the Local Finance Law, and market expectations, so that the Town may select the one to be used for repayment of the borrowed funds.
- (3.4) **Presentation** to Town Board and Town Officials, if requested.
- (3.5) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond pricing.
- (3.6) Coordinate and provide **written follow-up** to Town Officials and Bond Counsel.
- (3.7) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond Pricing and subsequent closing.
- (3.8) Prepare **Contact List** to be distributed to all parties.
- (3.9) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (3.10) Compile the information required and make application on behalf of the Town for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond pricing.

Mr. Doug Finch

March 29, 2022

Page 6 of 12

- (3.11) Attend **conference call** with Municipal Officials and Credit Rating Agency Representative.
- (3.12) Attend **due diligence conference call** with Municipal Officials, Underwriter, and Bond Counsel.
- (3.13) Apply for "Qualification" and receive bids for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (3.14) Coordinate **Refunding Bond Pricing** with Underwriter and other potential purchasers.
- (3.15) Where appropriate, using Certificated Bonds, coordinate the appointment of a "**Fiscal Agent**" bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the Town Officials, Bond Counsel and selected bank.
- (3.16) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (3.17) Coordinate the completion and execution of the **Bond Purchase Agreement**.
- (3.18) Coordinate the **printing and mailing of the Official Statement**.
- (3.19) Coordination of the **Bond Pricing**, and acceptance of pricing results.
- (3.20) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (3.21) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and Town Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (3.22) If appropriate, **coordinate the payoff** and calling of any maturing Bonds with the bond proceeds among all parties concerned.
- (3.23) Completion of future principal and interest schedule with **annual debt service tracking and CUSIP identification tracking**.
- (3.24) Assistance with **communicating and interfacing with Depository Trust Company** on the follow up issues. This may include what the principal and interest payments are, when the payments are due, and the wire instructions for the routing of the proceeds by Federal Funds through the Federal Reserve System to the Depository Trust Company.
- (3.25) Additional municipal request for **assistance in clarifying, informing, and reviewing the refunding process after the funding date**. This may include informing the

Mr. Doug Finch

March 29, 2022
Page 7 of 12

municipal officials, advising on key communication personnel at the various agencies serving during the transaction including Bond Counsel, Depository Trust Company, Credit Rating Agency, Escrow Bank, Underwriter, Underwriter's Counsel, the Verification Agent and the tracking of the defeasement investments.

The charge for any Refunding Bonds will be at the following rates based on the Par size [plus premium] of the Refunding Bond (based on latest estimate of Bond size per Underwriting team): \$1,000,000 - \$5,000,000 base fee of \$20,207 plus \$1.2910 / 1,000; \$5,000,001 - \$10,000,000 base fee of \$22,452 plus \$0.8420 / 1,000; \$10,000,001 - \$20,000,000 base fee of \$24,698 plus \$0.5613 / 1,000; and \$20,000,001 and above, base fee of \$30,311 plus \$0.2807 / 1,000. If the Refunding Bond is issued through DASNY, then the above Base fee is increased by \$5,613. The rates will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Voucher will be submitted after Pricing.

C OTHER

PART 4- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12

The above-referenced Section 240.15c2-12 requires the Town, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB)." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the Town's issue unless the broker has verified that the Town has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered for compliance will depend directly upon the amount and type of indebtedness incurred by the Town and will be billed at the firm's current hourly rate.

- (4.1) **FULL DISCLOSURE** - The Town is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the Town's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Town. The time estimate under the current configuration of Section 240.15c2-12 is approximately 25± hours.
- (4.2) **LIMITED DISCLOSURE** - The Town is required to, at a minimum, file certain annual financial information and operating data which is customarily prepared by the Town and is publicly available and a copy of the audited financial statements (if applicable) to MSRB's EMMA system. The Town must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Town, if the Town's total outstanding indebtedness, including the current issue, is less than \$10,000,000. The time estimate under the current configuration of Section 240.15c2-12 is approximately five hours each year.

- (4.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The Town is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the Town as "Events" occur.

PART 5- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148

The Supervisor of the Town will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Town Supervisor will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The Town must track the receipt of the issue proceeds, interest earned thereon, and payments made to the IRS, as agreed to by the Supervisor in the closing "Arbitrage Certificate" so that the issue remains exempt from, federal, state, and local income tax under §148 of the Tax Code.

The following items may be completed at the firm's current hourly rate, at the request of the Town Board or Town Officials under this portion of the contract:

- (5.1) **Determine Arbitrage Impact** on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.
- (5.2) **Track specific proceeds** of each issue, so the Town may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the Town on optional spending patterns.
- (5.3) **Perform Arbitrage Rebate/Penalty Analysis and calculations** to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (5.4) **Assist in the completion of the Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate"**, which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.
- (5.5) **Compile an audit trail document** showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the Town at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.

- (5.6) Assist in the preparation for, and **attend any worksessions** and/or meetings if and when an **IRS Audit** takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

PART 6- FINANCIAL MANAGEMENT SERVICES

The following representative items can be completed:

- (6.1) Create a **projected cash flow** for the project.
- (6.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (6.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (6.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (6.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (6.6) Assist in estimating appropriate **debt service budget** figures.
- (6.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.
- (6.8) Prepare **interim reports** concerning financial matters of the project.
- (6.9) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written follow-up and procedural suggestions for the physical handling of these instruments.
- (6.10) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, Bond Counsel and the Federal Reserve Bank in New York City.
- (6.11) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.

Any time spent assisting the Town Board and Town Officials with the preparation of financial data or attending any meetings or public hearings in connection with the proposed capital project will be billed at the current hourly rate.

The charge for any Financial Management Services will be \$181 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.



Mr. Doug Finch

March 29, 2022
Page 10 of 12

BILLINGS

All billings will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

- PART 1- BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE)** - Vouchers will be submitted after settlement of the Notes.
- PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE)** - Vouchers will be submitted after settlement of the Bonds.
- PART 3- SALE OF REGISTERED PUBLIC MARKET REFUNDING SERIAL BONDS WITH AN OFFICIAL STATEMENT**- Vouchers will be submitted directly to the Escrow bank prior to funding.
- PART 4- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE** - Vouchers will be submitted after verified filing of the required information with the specified repositories.
- PART 5- IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION** - Vouchers may be submitted on a monthly basis.
- PART 6- FINANCIAL MANAGEMENT SERVICES** - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this March 29, 2022 letter of services will be at the rate of \$181 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.



Mr. Doug Finch

March 29, 2022
Page 11 of 12

Upon acceptance of this letter of services, please **sign and date**, retaining one signed copy for the official Town records, and **returning a signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. Further, under Rule G-42, we are not aware of any known material conflicts of interest with your municipality. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at www.sec.gov/edgar/searchedgar/webusers.htm.

If you should have any questions concerning this letter of services, please contact us. We look forward to continuing to work with the Town.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles Bastian". The signature is fluid and cursive.

Charles A. Bastian
President

CAB/vlm
Enclosures

ATTACHMENT 12

Machine	Option	Description	Mat.No.	Price (USD)	
Basic product		BW 120 AD-5 <i>Emission stage: Stage V / TIER4f with DPF engine</i>	880 000 57	62,021	●
Factory kit	Option	Description	Mat.No.	Price (USD)	
Operator platform	S19	ROPS, hinged	880 003 97	2,204	●
Operator platform accessories	FS33	Sliding seat plus extras <i>incl. double driving lever</i>	880 008 86	1,656	●
Assistance system	VM25	Economizer+°C/°F-display <i>Economizer with temperature indicator</i>	880 007 78	3,293	●
Lighting	E2	Lighting-Stvzo	880 006 35	1,047	●
Safety standards	E16	Rotary beacon <i>Rotary beacon with bayonet lock</i>	880 006 54	314	●
Field installation kit	Option	Description	Mat.No.	Price (USD)	

Total price	70,535 USD
Total price incl. discount	50,433 USD
Total price incl. discount + material surcharge (4.5%)	52,703 USD

Customer	Town of Canandaigua		
Customer ID	Bomag BW120-AD5		
Quantity	1	Trade	28.50%
Order date		Volume	0.00%
Shipping address			
Delivery date (requested)		PDI	\$950
Transport organized by		Freight (customer)	
Special options/Agreements		Estim. Freight	2000.00
Comment	Contract No. 032119-BAI	Misc.	
	CURRENT AVAILABILITY 4/29 or 5/18	GRAND TOTAL: \$55,653.00	

Quote Date: Mar 16 2022

Version 2.0 (15/JAN/2022)

Standard equipment

- Hydrostatic travel and vibration drive
- Pressure sprinkler system with interval switch
- 2 scrapers per drum, spring loaded and tiltable
- Multi function travel lever
- Multi-function display incl. operating hour meter
- Water level
- Electronic fuel gauge
- Emergency STOP
- Individual control, vibration
- Intelligent Vibration Control (IVC)
- Integrated stowage compartment
- Adjustable operator's seat
- Lashing eyes, galvanized
- Back-up alarm
- Single point lifting device
- Vandalism protection
- Lockable engine hood made of composite material
- Working lights, front and rear
- 12 V socket
- Seat contact switch

Notes:

- Option included in standard configuration
- Option can be ordered additionally/alternatively
- o.R. Price on Request



Important:

The price list is valid from 15 Jan 2022. All list prices, configurable options, exhaust classifications reflect the current knowledge at the time of publishing the price list. Misprints, technical alterations and price modifications reserved. The pricing is valid for up to 30 days from date of quote. The legally required value added tax (VAT) is not included.

All sales by BOMAG Americas, Inc. or any affiliate or subsidiary of BOMAG Americas, Inc. of products bearing the "BOMAG" name are subject to the current published "Terms and Conditions of Sale" of BOMAG Americas, Inc. Copies of such terms and conditions of sale may be obtained from the BOMAG Americas, Inc. facility located at 125 Blue Granite Parkway, Ridgeway, SC 29130.

SALES OFFICE
125 Blue Granite Parkway
Ridgeway, SC 29045
Phone Number: (803) 337-0700
FAX: (800) 654-6213

ATTACHMENT 13

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

4/8/2022

Local Law No. _____ of the year 20 22

A local law Creation of Chapter 178 Community Choice Aggregation (Engery) Program
(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.)

LOCAL LAW NO. _____-2022

DRAFT

A LOCAL LAW TO ESTABLISH A
COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM
IN THE TOWN OF CANANDAIGUA

Be it enacted by the Town Board of the TOWN OF CANANDAIGUA as follows:

The Code of the TOWN OF CANANDAIGUA is hereby amended by adding a new Chapter 178, entitled "COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM," to read as follows:

§178-1. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the TOWN OF CANANDAIGUA ("Municipality") and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for Eligible Consumers in those markets. Among the policies and models that may offer benefits in New York is Community Choice Aggregation ("CCA"), which allows local governments to determine the default supplier of electricity and natural gas on behalf of Eligible Consumers.
- B. The purpose of CCA is to allow participating local governments to procure energy supply service for Eligible Consumers, who will have the opportunity to opt-out of the procurement while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program ("CCA Program") that will allow the Municipality and other local governments to work together through a shared purchasing model to put out for bid the total amount of natural gas and/or electricity being purchased by Eligible Consumers within the jurisdictional boundaries of participating municipalities. Eligible consumers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Municipality is authorized to implement this CCA Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission (PSC) issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M-0224 enable actions by the Municipality.
- D. This Chapter shall be known and may be cited as the COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM Law of the Municipality.

§178-2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated below:

- A. AGGREGATED DATA shall mean aggregated and anonymized information including the number of consumers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service class.
- B. CCA ADMINISTRATOR shall mean TOWN OF CANANDAIGUA or third party CCA Administrator duly authorized to put out for bid the total amount of electricity and/or natural gas being purchased by Participating Consumers. CCA Administrator is responsible for Program organization, administration, procurement, and communications unless otherwise specified.
- C. CUSTOMER SPECIFIC DATA shall mean customer-specific information, personal data and utility data for all consumers in the municipality eligible for opt-out treatment based on the terms of PSC CCA Order and the CCA program design including the customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.
- D. DATA SECURITY AGREEMENT shall mean an agreement between the Distribution Utility and the Municipality that obligates each party to meet, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
- E. DEFAULT SERVICE shall mean supply service provided by the Distribution Utility to consumers who are not currently receiving service from an energy service company (ESCO). Eligible Consumers within the Municipality that receive Default Service, and have not opted out, will be enrolled in the Program as of the Effective Date.
- F. DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects, shared renewables like community solar, energy efficiency, demand response, energy management, energy storage, microgrid projects and other innovative Reforming the Energy Vision (REV) initiatives that optimize system benefits, target and address load pockets/profile within the CCA's zone, and reduce cost of service for Participating Consumers.
- G. DISTRIBUTION UTILITY shall mean owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

- H. ELIGIBLE CONSUMERS shall mean eligible customers of electricity and/or natural gas who receive Default Service from the Distribution Utility as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the effective date of the ESA.
- I. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- J. NEW CONSUMERS shall mean consumers of electricity that become Eligible Consumers after the effective date of the ESA, including those that opt-in or move into Municipality.
- K. PARTICIPATING CONSUMERS shall mean Eligible Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Distribution Utility as of the Effective Date and have not opted out, or are New Consumers.
- L. PROGRAM ORGANIZER shall mean the group responsible for initiating and organizing the CCA. This group will typically secure buy-in from local governments and engage in preliminary outreach and education around CCA. The Program Organizer may be a non-profit organization, local government, or other third party. The Program Organizer and the CCA Administrator may be the same.
- M. PSC CCA ORDER shall mean the PSC's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, "Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs."
- N. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.
- O. SUPPLIERS shall mean ESCOs that procure electric power and natural gas for Eligible Consumers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

§178-3. Establishment of a Community Choice Aggregation (Energy) Program.

- A. A Community Choice Aggregation (Energy) Program is hereby established by the Municipality, whereby the Municipality may implement a CCA Program to the full extent permitted by the PSC CCA Order, as set forth more fully herein.
- B. The Municipality may act as aggregator or broker for the sale of electric supply, gas supply, or both to Eligible Consumers and may enter into contracts with one or more Suppliers for energy supply and other services on behalf of Eligible Consumers.
- C. The Municipality may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to i) develop and implement the CCA Program, ii) act as CCA Administrator, and/or iii) develop offers of opt-in distributed

energy resources (DER) products and services to Participating Consumers, including opportunities to participate in local renewable energy projects, shared solar, energy efficiency, microgrids, storage, demand response, energy management, and other innovative Reforming the Energy Vision (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA zone, and reduce costs for CCA customers.

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- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Municipality's participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Municipality shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Consumers.

§178-4. Eligibility.

- A. All consumers within the Municipality, including residential and non-residential, regardless of size, shall be eligible to participate in the CCA Program.
- B. All residents and qualified small businesses shall be enrolled on an opt-out basis except for consumers i) that are already taking service from an ESCO, ii) that have placed a freeze or block on their account, or iii) for whom inclusion in the CCA Program will interfere with a choice the customer has already made to take service pursuant to a special rate. Those consumers may be enrolled on an opt-in basis.

Drafting Note: The Municipality may elect to apply opt-out treatment to a more limited class of consumers, to only allow certain classes of consumers to opt-in, or both.

- C. New Consumers shall be enrolled on an opt-out basis.

Drafting Note: Municipality may determine whether Eligible Consumers who move into a municipality which is participating in a CCA should be enrolled on an opt-in or opt-out basis. If a Municipality chooses to enroll these consumers on an opt-out basis, it must mail them an opt-out letter consistent with the discussion below providing an opt-out period of at least 30 days before the customer is enrolled. Pursuant to the PSC CCA Order, for those low-income customers whose energy bills are paid by a social services organization, the social services organization shall be the one to opt-out on their behalf.

§178-5. Opt-Out Process.

- A. An opt-out letter, printed on municipal letterhead, shall be mailed to Eligible Consumers at least 30 days prior to customer enrollment. The opt-out letter shall include information on the CCA Program and the contract signed with the selected ESCO including specific details on rates, services, contract term, cancellation fee, and methods for opting-out of the CCA Program. The letter shall explain that consumers that do not opt-out will be enrolled in ESCO service under the contract terms and that information on those consumers, including energy usage data and APP status, will be provided to the ESCO.
- B. All consumers shall have the option to opt-out of the CCA Program at any time without penalty.

- C. Termination fees shall not be charged to consumers that cancel their CCA service as a result of moving out of the premises served.

§178-6. Customer Service.

Participating Consumers shall be provided customer service including a toll-free telephone number available during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from the Supplier.

§178-7. Data Protection Requirements.

- A. The Municipality may request Aggregated Data and Customer Specific Data from the Distribution Utility provided, however, that the request for Customer Specific Data is limited to only those Eligible Consumers who did not opt-out once the initial opt-out period has closed.
- B. Customer Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; (ii) the utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
- C. The Municipality must enter into a Data Security Agreement with the Distribution Utility for the purpose of protecting customer data.

§178-8. CCA Advisory Group.

- A. A CCA Advisory Group is hereby established to develop and review CCA-related proposals, act as the Municipality's agent in awarding said proposals, and forward information regarding such awards to the Town Board for ratification.
- B. Membership to the CCA Advisory Group shall include the Planning and Public Works Committee.

§178-9. Administration Fee.

The Municipality may collect, or cause to be collected, funds from customer payments to pay for administrative costs associated with running the CCA program.

§178-10. Reporting.

- A. Annual reports shall be filed with the Town Board of the Municipality by March 31 of each year and cover the previous calendar year.

- B. Annual reports shall include, at a minimum: number of consumers served; number of consumers cancelling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g. installation of DER or other clean energy services); and administrative costs collected. The first report shall also include the number of consumers who opted-out in response to the initial opt-out letter or letters.
- C. If a CCA supply contract will expire less than one year following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA program.

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§178-11. Effective Date.

This Local Law shall be effective immediately upon its filing with the New York State Secretary.

§178-12. No Obligation.

Nothing herein shall require the Town to perform the functions set forth in this Chapter if doing so is determined to be an economic or administrative impracticality.

§178-13. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

(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.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 2022, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer*)

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.
(Name of Legislative Body)
(Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer*)

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date: _____

(Seal)



CCA Timeline (*Estimated*)

May 2022	Local Law Adoption Complete
May 2022- June 2022	RFP and Selection of Third-Party Administrator
Late June 2022	Kick-off Meeting with selected administrator
July 2022	Community Engagement Plan Starts
August 2022	Energy Market Negotiations Start <i>(Usual to go to market more than once)</i>
August 2023	Local process to select/approve energy contract
September 2023	Energy Contract signed and Program Start
Each March-April	Ongoing Annual Reporting

Community Engagement will take 12-18 months, we are hoping that this will be closer to 12 months:

- Meetings, direct mailings, water bill mailings, website campaigns, social media campaigns, Farmers Market tables and more!
- This will be in partnership with the third-party administrator

More detailed timeline to come after the selection of the third-party administrator



What is Community Choice Aggregation?

Community Choice Aggregation is a strategy that puts control of choosing energy supply in local hands. It is a municipal model for procuring energy that replaces the utility as the default supplier of electricity and/or natural gas for virtually all homes and businesses within a jurisdiction. By pooling demand, communities build the clout necessary to negotiate a fixed-rate, potentially lower pricing with private suppliers. Communities are also able to choose cleaner energy while developing distributed energy resources including local renewable energy projects and shared renewables such as community solar, energy efficiency, demand response, energy management, and microgrid projects. More than five million customers nationwide are served by Community Choice Aggregation programs in seven states: New York, California, Illinois, Massachusetts, Ohio, New Jersey, and Rhode Island.

Which communities can participate in Community Choice Aggregation in New York State?

All towns, cities, and villages are eligible to participate. If a community chooses to pursue Community Choice Aggregation, local government officials must hold a public hearing to discuss the opportunity, pass a local law authorizing the municipality's participation, and communicate the details to their residents and small businesses.

Who does the legwork for aggregating the customers and finding the right energy service providers?

Community Choice Aggregation will often start with a local group, local nonprofit, or elected official(s) building interest within their communities. The next step is to select a Community Choice Aggregation Administrator to oversee and administer the aggregation program. The Administrator may be a municipality, local development corporation, nonprofit organization, private firm, or other third party.

What is the role of the Community Choice Aggregation Administrator?

The Administrator is the entity authorized to bid the total amount of electricity and/or natural gas being purchased by participating consumers. The Administrator is responsible for program organization, administration, procurement, and communications, unless otherwise specified. They also play a critical role in developing and implementing a strategy for incorporating distributed energy resources, including renewable energy and energy efficiency, into the Community Choice Aggregation program. Each participating municipality may sign an agreement with the Administrator for that Community Choice Aggregation.

What types of customers may participate in Community Choice Aggregation?

All customers of electricity and natural gas utilities are able to participate. However, depending on the utility provider, some commercial and industrial customers will have to opt-in rather than being included on an opt-out basis. The service classes that are eligible to be included on an opt-out basis are listed by utility in [Appendix C of the New York Public Service Commission \(PSC\) Order](#) on Community Choice Aggregation.

Do any Community Choice Aggregation programs already exist in New York State?

Yes. As of May 2016, more than 110,000 households and small businesses receive their electricity supply through Westchester Power, a Community Choice Aggregation consisting of 25 municipalities in Westchester County. Nearly all participating municipalities have set the 100 percent renewable energy supply option as their default option for residents and small businesses. The rates they are paying for this green option are lower than their default rates were prior to Community Choice Aggregation.

What about the local utility provider? Where do they fit in?

The existing utilities continue to deliver reliable power, maintain power lines, and respond to service outages. They are required by law to provide the same customer service to all residents regardless of whether or not they are in the Community Choice Aggregation program. Customers will still receive only one bill each month, directly from the utility, that will reflect the change in supplier.

What is the financial responsibility for participating municipalities?

Administration and operation costs incurred by the Community Choice Aggregation program may be covered through an administration fee paid by customers per kilowatt-hour (kWh) or therm. This fee is negotiated with the energy service provider that will be selected during the Community Choice Aggregation Administrator's competitive procurement process. The utility may charge additional fees for customer-related data.

Is Community Choice Aggregation considered "green"?

Depending on local needs and priorities, communities may elect to provide a 100 percent renewable energy product as the default supply mix. This choice will significantly increase the environmental benefits of the Community Choice Aggregation program, but may cost somewhat more than a nonrenewable product. Other Community Choice Aggregation programs may

provide customers with power supply mix options. For example, a Community Choice Aggregation program may offer a basic option, a green option, or something in between. In this case, individual customers are given full discretion over which option they choose. In either case, the Community Choice Aggregation Administrator may seek prices for a range of product types and then decide which option is best to meet local needs. To make green claims about the CCA's electricity, the ESCO electric service agreement should provide that the ESCO will retire renewable energy certificates (RECs) on behalf of the Municipality in a New York State Generation Attribute Tracking System (NYGATS) Account (with reports on such retirements to the Municipality) in a manner that is compliant with the environmental attributes and delivery rules of the New York Public Service Commission Environmental Disclosure Program. The electrical energy associated with the renewable energy certificates must be consumed at retail in New York State.

What are distributed energy resources and how can they be integrated into a Community Choice Aggregation program?

Distributed energy resources are local renewable energy projects including shared renewables such as community solar, energy efficiency, demand response, energy management, and microgrid projects. These and other innovative initiatives under Reforming the Energy Vision (REV) optimize system benefits, target and address load pockets/profiles within the Community Choice Aggregation zone, and reduce cost of service for participating customers. The Community Choice Aggregation Administrator may seek a proposal that demonstrates a compelling plan to market and develop financed distributed energy resources to a wide segment of Community Choice Aggregation customers. Energy service companies (ESCOs) may form partnerships to provide a turnkey capacity to design, finance, build, operate, and maintain distributed energy resources facilities within the term of a proposed supply agreement, and plan to transition meaningful levels of Community Choice Aggregation to distributed energy resources within that time period.

What is needed before implementing a Community Choice Aggregation program?

The PSC Order on Community Choice Aggregation sets forth the requirements, terms, and conditions under which Community Choice Aggregation programs can proceed through implementation. The Order requires that a Community Choice Aggregation Implementation Plan, Data Protection Plan, and Local Law authorizations be filed with and approved by the PSC. Once these documents have been filed, the PSC will determine whether they comply with the requirements and issue an approval. A template for a Community Choice Aggregation Implementation Plan is included in NYSERDA's [Community Choice Aggregation Toolkit](#).

Does my community need to pass a local law to enable Community Choice Aggregation?

Yes. Each municipality intending to implement a Community Choice Aggregation program must pass legislation to exercise its Municipal Home Rule Law authority after holding a public hearing. A template for a Local Law is included in NYSERDA's [Community Choice Aggregation Toolkit](#).

What is the purpose of a Community Choice Aggregation Implementation Plan?

The Implementation Plan helps municipal officials, Community Choice Aggregation teams, NYSERDA, and the PSC clearly understand the goals, milestones, and deliverables. It also defines the roles and responsibilities of project partners as well as the Community Choice Aggregation's approach to public engagement, outreach, and education.

What is a Data Protection Plan?

The Data Protection Plan describes how the Community Choice Aggregation Administrator will ensure the same level of consumer protections, including low-income customers, as currently provided by utilities and ESCOs. Utilities are developing a model Data Security Agreement to be approved by the PSC that will form the basis for these requirements. The Data Security Agreement is the standard agreement that all Community Choice Aggregations will have to sign with the distribution utility. Community Choice Aggregations must also file a Data Protection Plan, which will explain what steps will be taken to implement the agreement and otherwise protect personal data.

How will account numbers and related information be kept confidential?

The agreement between the participating municipalities, Community Choice Aggregation Administrator, and ESCOs will contain data security provisions for all parties to protect the privacy of account level data.

How can communities join together to form a Community Choice Aggregation program?

Cities, towns, and villages may wish to join together to pool demand and build market clout. In Community Choice Aggregation programs where one local government serves as the Administrator, other participating local governments may wish to enter into an Inter-Municipal Agreement with the municipal Administrator to create a Community Choice Aggregation program. Where the Administrator is a third party such as a nonprofit organization, private company, or local development corporation, municipalities may enter into a Memorandum of Understanding, contract, or other agreement with the Administrator to commit to participate in the program subject to certain terms and conditions. Templates for Memorandum of Understandings and Inter-Municipal Agreements are included in NYSERDA's [Community Choice Aggregation Toolkit](#). These documents are not required, but may be useful.

How can Community Choice Aggregation Administrators procure the energy supply bid?

Electricity and natural gas suppliers should be selected through a competitive procurement process, using an energy procurement request for proposals or bids. Each municipality participating in Community Choice Aggregation should designate a liaison who will review the draft request for proposals and provide input to the Community Choice Aggregation Administrator prior to publication.

How are Community Choice Aggregation programs funded?

The PSC authorized Community Choice Aggregation programs to collect a rate-based administration fee, which covers organization's expenses for communications and outreach assistance, customer service, support to municipalities, and legal fees associated with managing the program.

Will the same ESCO be used for both electric and natural gas procurement?

Possibly. ESCOs may have the opportunity to submit bids for either or both, and the Community Choice Aggregation Administrator has the freedom to choose the same ESCO. However, the Administrator is not required to choose any ESCO if responses to request for proposals are not satisfactory.

How much will I save?

Even though Community Choice Aggregation programs are well positioned to achieve lower, fixed-rate electricity prices for participating consumers, savings are not guaranteed. That being said, the program may be designed so that it will not go forward unless the supplier's price is less than last year's utility price. However, there is no guarantee that the utility price will be lower than the Community Choice Aggregation price for the entire term of the Community Choice Aggregation's supply contract.

What if I don't want to participate?

Participation is up to you. Every customer that currently receives energy from their utility will be given full advanced notice of the program's initiation and clear instructions on how they can opt-out. There will be online, phone, and mail (pre-paid postcard) options. Customers will have 30 days from the time they receive the opt-out notification. After that point, those customers that did not opt-out will be automatically migrated to the Community Choice Aggregation program.

Will my taxes go up?

No. Taxpayer or public funding is not needed to run a Community Choice Aggregation program.

How will customers currently getting net metering credits be affected?

Customers with rooftop solar or a community solar subscription will not be affected by participation in CCA.

If customers opt out after the contract has commenced, how will that affect their service?

Service will not be interrupted. The account will be transferred back to the utility at the end of the following billing period.

Will customers be informed at the end of the first contract that they may be switched to a new supplier, and then be given another chance to opt-out?

Yes. All participating customers will receive notification of the change along with the new price and all of the opt-out methods.

Is my community eligible for technical assistance and grant funding through NYSEERDA's Clean Energy Communities Program?

In addition to providing tools, resources, and technical assistance, NYSEERDA's Clean Energy Communities Program provides recognition and grants of up to \$250,000 to communities that complete four out of the 10 High Impact Actions. Community Choice Aggregation is one of the High Impact Actions. To demonstrate completion of this action, the applying jurisdiction must submit a copy of the adopted legislation authorizing the municipality's participation in an opt-out Community Choice Aggregation program. In addition, the applying jurisdiction must submit a copy of an executed electric service agreement between the applying jurisdiction and an ESCO to supply electricity to participating customers on an opt-out basis that is a 100 percent renewable clean energy product mix. Visit [nyserda.ny.gov/cec](https://www.nyserda.ny.gov/cec) for more information. For technical assistance to support the implementation of Community Choice Aggregation, municipal officials can email cec@nyserda.ny.gov with questions.

Clean Energy Communities

Community Choice Aggregation



LOCK IN
fixed-rate
electricity prices

EXERCISE
more local
control over
energy resources

CHOOSE
100% renewable
energy for a
big impact

EARN
up to 2,000 points

call:
866-NYSERDA

email:
cec@nyserda.ny.gov

visit:
nyserda.ny.gov/cec

If your community wants renewable energy, CCA makes it possible

Community Choice Aggregation (CCA) allows local elected officials to choose where the energy comes from for their community. It's a program to purchase power in bulk for virtually all homes and small businesses within the participating jurisdiction. A CCA can allow whole communities to participate in the clean energy economy by ensuring that a greater percentage of electricity is coming from renewable sources. CCA has the potential to simultaneously deliver fixed-rate electricity prices and cleaner energy for your constituents.

Earn recognition and unlock access to grant funding

NYSERDA's Clean Energy Communities Program recognizes and rewards local governments for their clean energy leadership. By completing four High Impact Actions, you can earn the Clean Energy Community designation as well as grant funding to support additional clean energy projects.

Each High Impact Action is worth points collected upon completion of the action. The points you earn count toward unlocking access to point-based grant funding. Certain High Impact Actions are also eligible for additional Action Grants. You can earn up to 2,000 points toward a grant by completing this action.

Visit nyserda.ny.gov/cec to review the full list of High Impact Actions and available grants.

Ready to get started?

Dedicated and knowledgeable Clean Energy Communities Coordinators are available to assist municipal staff as they implement this action. Your regional Clean Energy Community Coordinator will review your goals and help you determine which actions are best for your community and how to access grant funding.

Visit nyserda.ny.gov/cec or email cec@nyserda.ny.gov to learn more or get started.

FREQUENTLY ASKED QUESTIONS

Community Choice Aggregation (CCA)



1. What is Community Choice Aggregation (CCA)?

Community choice aggregation (CCA) programs empower municipalities to select 100% renewable electricity for their residents and small businesses, at a fixed and lower price. CCA programs enable participating communities to work together to purchase electricity supply in bulk. Aggregating consumers on a large scale creates the buying power necessary to secure more favorable energy supply rates and designate renewable generation sources.

2. Why are New York cities, towns and villages forming or joining CCAs?

CCA is a powerful means to: (1) Save money by providing a fixed, lower electricity rate for a specific period of time, (2) expand the use of 100% clean electricity generated within New York State, and (3) increase consumer protection with a program which has no additional charges or fees and requires no contract, paperwork or exchange of information. The contract guaranteeing the fixed rate is held by the municipality, giving consumers flexibility to participate or not.

3. Who administers the program?

Joule Assets (Joule) has been selected as Program Administrator by each participating municipality, and has been authorized to serve in this capacity by the New York State Public Service Commission (PSC).

4. Does my CCA program replace my utility? No.

Your local utility continues to deliver power, maintain power lines, and respond to service outages. Furthermore, the utility company is required by law to provide the same customer service to consumers, regardless of whether they

participate in the CCA program. Customers will continue to receive their monthly bill from their utility company; however the bill will reflect the new energy supplier and supply rate.

5. How does my CCA program procure power?

To select a supplier Joule, conducts a competitive bidding process, soliciting responses from eligible registered New York suppliers.

6. How can I be sure my CCA program will provide energy reliably?

Electricity is a highly regulated industry that has many safeguards against service and supply interruption. The "grid operator" (called the NYISO) monitors the grid to ensure that power is always flowing. The utility, as the "provider of last resort," must serve customers if a supplier has not provided sufficient power to meet demand.

7. Will I save money by participating in the program?

Program rates are fixed below the previous 12-month average utility rate. However, while our large customer base assures competitive bids from suppliers, fixed price contracts, by nature, do not guarantee that rates will be lower in any given month or save money through the contract period.



FREQUENTLY ASKED QUESTIONS

Community Choice Aggregation (CCA)

8. How does the enrollment process work?

Residential and small commercial customers (those not charged for peak demand) who receive electricity supply from the local utility are automatically enrolled in the CCA program. Resident or small businesses under contract with a third-party electricity supply company (ESCO) are not automatically enrolled. If these consumers want to participate in their community's CCA program, they should check their existing supply contracts for its expiration date and any early termination penalties. Those who terminate supply contracts with their ESCO, may "opt in" to, or enroll in, the program.

9. What if I don't want to participate?

It is absolutely your choice. Any household or small business receiving energy supply from the local utility may opt out of the CCA at any time, and with no penalty, by filling out an online form on your CCA program's website or by calling us at 845-859-9099. Be prepared to provide the name and service address on your utility bill.

10. Is there a fee for opting out of the program?

No, there is never a fee or penalty for opting out.

11. If I opt out after the contract has taken effect, how will that affect my service?

Your service will not be interrupted, and you'll resume receiving supply from the utility at the end of the following billing period.

12. Does my CCA program supply "green" power?

Yes. Partner municipalities can select 100% renewable power supply as the default option for their residents and small businesses. However, customers may choose to switch supply options at any time.

13. What's the 100% renewable energy option?

Currently, our renewable energy option is 100% renewable power matched with Renewable Energy Certificates ("RECs") and generated in New York State by hydropower, solar energy, or wind energy. Using electricity generated by hydropower, solar, or wind energy, dramatically reduces greenhouse gas emissions. We can celebrate our contribution to cleaner air and cleaner water.

14. How does CCA work with community solar?

CCA and community solar programs work together to reduce both electricity costs and carbon emissions, even more than either program does on its own. CCA is a statewide initiative that allows municipalities to pool local electricity demand in order to negotiate lower electricity rates and better terms on behalf of their residents. CCA also empowers municipalities to designate generation sources— including renewable energy. Community solar requires active enrollment and may be layered on top of CCA to maximize electricity bill savings or implemented without CCA. Community solar also supports the creation of local renewable generation infrastructure.

15. My community is not a part of a CCA, can I still sign up for the community solar program?

Yes. You can sign up for community solar regardless of whether you participate in a CCA program. Visit joulecommunitypower.com to see if you are eligible.

Your town is leading the way to a greener and cheaper energy future



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			
Name of Action or Project: Community Choice Aggregation			
Project Location (describe, and attach a location map): Town of Canandaigua			
Brief Description of Proposed Action: Adoption of a local law to create new town code chapter 178 to establish a Community Choice Aggregation program in the Town of Canandaigua.			
Name of Applicant or Sponsor: Town of Canandaigua		Telephone: 585-394-1120	
		E-Mail: dfinch@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: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	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: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	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: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	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: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	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 of Canandaigua/Doug Finch</u> Date: _____</p> <p>Signature: _____ Title: <u>Town Manager</u></p>		

ATTACHMENT 14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

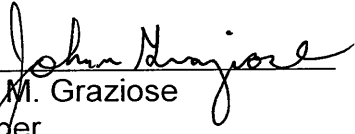
Grantors warrant that they have good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantors covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against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

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

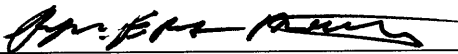
The parties have executed this easement as of the day and year first above written.

GERBER HOMES & ADDITIONS LLC

TOWN OF CANANDAIGUA

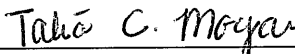

By: John M. Graziose
Its: Member

By: Doug Finch
Its: Town Manager


Ryan Frank Novotny


Elana Marie Shepherd Stennett
Maria


Daniel T. Morgan


Talia C. Morgan

STATE OF NEW YORK]
COUNTY OF WAYNE] ss:

On the 24th day of January, 2022, before me, personally appeared **JOHN M. GRAZIOSE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.



Notary Public

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

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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

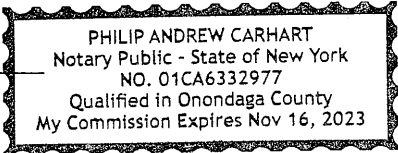
Notary Public

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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



Notary Public

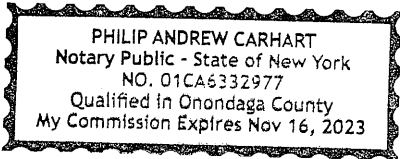


STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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



Notary Public



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

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

Kristin M Ingram
Notary Public

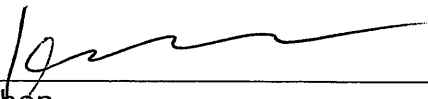
KRISTIN M. INGRAM
Notary Public In The State Of New York
Onondaga County, Reg#01IN6039154
My Commission Expires March 27, 2026

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

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

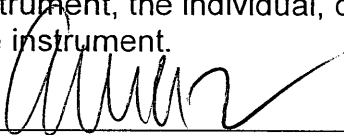
Kristin M Ingram
Notary Public

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


Kai Chen

STATE OF NEW YORK]
COUNTY OF MONROE] ss:

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


Notary Public

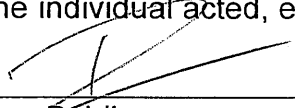
EMMA A. RABIDEAU
Notary Public, Monroe County, State of New York
No. 02RA6318792
Commission Expires Feb 2, 2023



Mariateresa Ceravolo

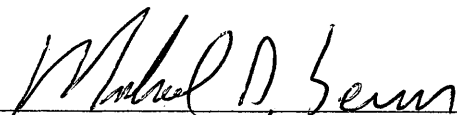
STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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



Notary Public

DAVID J. WHITCOMB
Notary Public, State of New York
Ontario County Reg. # 02Wh8183397
Commission Expires 03/17/ 2027



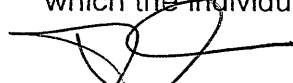
Michael D. Senn



Kimberly S. Senn

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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



Notary Public

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

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

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

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

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

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

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

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

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

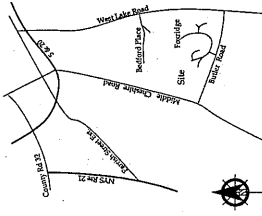
thence South 7°55'39" West a distance of 30.17 feet;

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

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

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

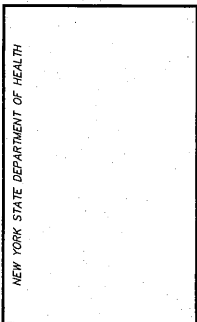
thence South 7°55'38" West a distance of 61.21 feet to the Point and Place of Beginning.



Vicinity Map
N.T.S.

SITE DATA
1. EXISTING ZONE: C-2
2. EXISTING LOT: 10000 S.F.
3. EXISTING LOT: 10000 S.F.
4. EXISTING LOT: 10000 S.F.
5. EXISTING LOT: 10000 S.F.
6. EXISTING LOT: 10000 S.F.
7. EXISTING LOT: 10000 S.F.
8. EXISTING LOT: 10000 S.F.
9. EXISTING LOT: 10000 S.F.
10. EXISTING LOT: 10000 S.F.

TYPICAL LATERAL LAYOUT DETAIL
N.T.S.



1. THIS PROJECT IS NOT BUILT IN ANY RECORDED FLOODPLAIN OR WETLAND AREA.
2. DISTANCES SHOWN ARE HORIZONTAL DISTANCES. ALL DISTANCES AND ELEVATIONS SHOWN ARE LEASTED IN DECIMAL FEET. VERTICAL DATA IS NAD 83.
3. HORIZONTAL DATA IS NAD 83.
4. TOTAL AREA OF PHASE 1 IS 1.18 ACRES. TOTAL AREA OF PHASE 2 IS 1.18 ACRES. TOTAL AREA OF PHASE 3 IS 1.18 ACRES. TOTAL AREA OF PHASE 4 IS 1.18 ACRES. TOTAL AREA OF PHASE 5 IS 1.18 ACRES. TOTAL AREA OF PHASE 6 IS 1.18 ACRES. TOTAL AREA OF PHASE 7 IS 1.18 ACRES. TOTAL AREA OF PHASE 8 IS 1.18 ACRES. TOTAL AREA OF PHASE 9 IS 1.18 ACRES. TOTAL AREA OF PHASE 10 IS 1.18 ACRES.
5. PROPERTY IS LOCATED IN FLOOD ZONE X (100 YEAR FLOODPLAIN). (SEE MAP FOR FLOOD ZONE X)
6. CROWN APPROVAL OF THE FOX RIDGE SUBDIVISION WAS GRANTED BY THE TOWN OF CANANDAIGUA PLANNING BOARD ON JULY 23, 2019 FOR 10 LOTS PHASE 1 THRU PHASE 10. PHASE 1 PREVIOUSLY APPROVED. CONTAINED 10 LOTS TOTAL. TOTAL PROPOSED LOTS FOR ALL PHASES IS 21. TOTAL LOTS ALLOWABLE UNDER CROWN ZONING IS 21. PHASE 10 NOW CONSISTS OF 21 LOTS RESULTING IN A TOTAL OF 21 LOTS FOR THE ENTIRE PROJECT.
7. CONTOUR DATA: 10000 S.F.

SURVEY CERTIFICATION

I, JAMES A. VENEZIA, CERTIFY THAT THE SURVEYING AND MAPPING INFORMATION SHOWN ON THIS MAP IS BASED ON SURVEYS CONDUCTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING AND MAPPING ACT OF 2011.

DATE: 5/10/21
JAMES A. VENEZIA
JAV
5101 LAURA LANE
CANANDAIGUA, NEW YORK 14424
PHONE: (585) 396-3267

CONDITIONS OF APPROVAL

APPROVAL OF THIS SUBDIVISION BY NYSDOT IS GRANTED ON CONDITION THAT THE PROPOSED FACILITIES FOR WATER SUPPLY AND SEWAGE COLLECTION AND/OR TREATMENT SHALL BE INSTALLED IN CONFORMANCE WITH S&W PLANS. THAT NO LOT OR REMAINING LAND SHALL BE SUBDIVIDED WITHOUT PLANS FOR SUCH SUBDIVISION BEING SUBMITTED TO AND APPROVED BY THE NYSDOT DISTRICT OFFICE. THAT PLAN APPROVAL IS LIMITED TO 5 YEARS FROM THE APPROVAL DATE. THE EXTENSIONS OF THE APPROVAL DATE SHALL BE GRANTED BY THE NYSDOT DISTRICT OFFICE. NEW PLAN SUBMISSION MAY BE REQUIRED TO OBTAIN A TIME EXTENSION. OFFERING LOTS FOR SALE AND WITHIN 30 DAYS OF THE DATE OF PLAN APPROVAL, ALL LOCAL AND STATE AGENCY RULES AND REGULATIONS SHALL BE COMPLIED WITH.

Farm note: This property which is the subject of this subdivision is located within an agricultural district containing a farm operation. Residents should be aware that such farm operations may generate noise and other activities which may not be compatible with residential use of the property.

FOR PERMITTING ONLY

* Copyright 2021 Venezia & Associates, Inc. All rights reserved. Professional Engineer's seal and signature required for any way in a violation of Section 2209.

VENEZIA & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
100 LAURA LANE
CANANDAIGUA, NY 14424
585.396.3267
www.veneziasurvey.com

JVC CONSULTING GROUP, PC
100 LAURA LANE
CANANDAIGUA, NY 14424
781.875.8100
www.jvcgroup.com

NO.	DATE	REVISIONS
1	10/27/2020	ADDITIONAL COMMENTS
2	1/1/2021	ADDITIONAL COMMENTS
3	1/1/2021	ADDITIONAL COMMENTS
4	1/1/2021	ADDITIONAL COMMENTS
5	1/1/2021	ADDITIONAL COMMENTS

NO.	DATE	REVISIONS
1	10/27/2020	ADDITIONAL COMMENTS
2	1/1/2021	ADDITIONAL COMMENTS
3	1/1/2021	ADDITIONAL COMMENTS
4	1/1/2021	ADDITIONAL COMMENTS
5	1/1/2021	ADDITIONAL COMMENTS

NO.	DATE	REVISIONS
1	10/27/2020	ADDITIONAL COMMENTS
2	1/1/2021	ADDITIONAL COMMENTS
3	1/1/2021	ADDITIONAL COMMENTS
4	1/1/2021	ADDITIONAL COMMENTS
5	1/1/2021	ADDITIONAL COMMENTS

NO.	DATE	REVISIONS
1	10/27/2020	ADDITIONAL COMMENTS
2	1/1/2021	ADDITIONAL COMMENTS
3	1/1/2021	ADDITIONAL COMMENTS
4	1/1/2021	ADDITIONAL COMMENTS
5	1/1/2021	ADDITIONAL COMMENTS

NO.	DATE	REVISIONS
1	10/27/2020	ADDITIONAL COMMENTS
2	1/1/2021	ADDITIONAL COMMENTS
3	1/1/2021	ADDITIONAL COMMENTS
4	1/1/2021	ADDITIONAL COMMENTS
5	1/1/2021	ADDITIONAL COMMENTS

Final Plat Map: Foxridge 5B3

Owner / Subdivider: Venezia Group

5120 Laura Lane

Canandaigua, NY 14424

County of Ontario

State of New York

File# 15066-5B3

Scale: 1"=60'

T.M. # 97-04-210-100

Date: 08/27/2020

Sheet

PL-1

www.veneziasurvey.com

Fax No. (585) 396-3267

Email: Anthony@veneziasurvey.com

ATTACHMENT 15

AGREEMENT

BY AND BETWEEN

TOWN OF CANANDAIGUA, NY

AND

TOWN OF CANANDAIGUA

HIGHWAY EMPLOYEE'S ASSOCIATION

2023-2027

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Agreement	3
1 - Unit	3
2 - Recognition	3
3 - Purpose.....	3
4 - No Strike	4
5 - Union Security and Dues Deduction	4
6 - Discipline and Discharge Procedures	4
7 - Town Affairs.....	6
8 - Wages	7
9 - Hours of Work - Overtime	7
10 - Holidays	9
11 - Vacation.....	10
12 - Information on Job Classification.....	11
13 - Health and Disability Benefits	12
14 - Bereavement Leave.....	13
15 - Sick Leave	14
16 - Jury Duty.....	15
17 - Promotions and Transfers	16
18 - Layoffs.....	16
19 - Organization Affairs.....	17
20 - Labor Management Committee.....	17
21 - Military Leave and Military Leave of Absence	17
22 - Volunteer Firefighters	18
23 - Deferred Compensation Plan.....	18
24 - Employee Recognition Program.....	18
25 - Uniforms and Work Boots.....	18
26 - Maintenance of Benefits.....	19
27- Scope of Agreement	19
Appendix A, B, C, and D - Wage Tables.....	21

AGREEMENT

AGREEMENT made this ____ day of _____, 2022, and effective as of 01/01/2023, by and between the Town of Canandaigua, ("Employer") and the Town of Canandaigua Highway Employee's Association, ("Association"), affiliated with Local 1170 Communications Workers of America. This Agreement shall cover the period of 01/01/2023-12/31/2027.

All provisions set forth in the Town of Canandaigua Employee Handbook (last amended on April 15, 2019), shall govern all employees of the Town of Canandaigua EXCEPT as modified by this Agreement. The Association reserves the right to negotiate any changes made to the Employee Handbook which effect members of the Association, after the date of this agreement. The Town Board of the Town of Canandaigua reserves the right to make changes to the Employee Handbook relating to all other employees not covered by this agreement.

All provisions set forth in the Town of Canandaigua Code of Ethics, as amended from time to time, shall govern all employees of the Town of Canandaigua.

SECTION 1 - UNIT

This Agreement shall apply to all full-time and regular part time Motor Equipment Operators, Working Supervisors, Heavy Equipment Mechanic, Motor Equipment Operator IV's, Water Maintenance Assistants and Laborer's employed in the Town Highway, Water and Recycling Departments working at least fifteen (15) hours per week, ("Employee"). Temporary and seasonal employees working for a given period; Winter, Spring, Summer, Fall are excluded. The term "employee" shall mean members of the bargaining unit covered by this agreement. A full time employee shall be as defined by the Ontario County Department of Personnel and Civil service in terms of hours worked per week.

SECTION 2 - RECOGNITION

The Employer recognizes the Association as the bargaining agent for all full time and regular part time hourly Employees in the unit defined in section 1 in all matters pertaining to salaries, benefits, and other terms and conditions of employment.

SECTION 3 - PURPOSE

- A. It is the purpose of this Agreement to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to provide orderly collective negotiating relations between the Employer and the Association, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees covered by this Agreement.
- B. The provisions of this Agreement shall be applied equally and to all employees in the bargaining unit, without discrimination as to age, sex, sexual orientation, race, color,

creed, national origin and/or handicap.

SECTION 4 - NO STRIKE

The Association, and the Employees in the Association, represent and re-affirm that neither has the right to strike and agree that neither will engage in a strike, nor cause, instigate, encourage or condone a strike.

SECTION 5 -DUES DEDUCTION

- A. The Employer, upon presentation of appropriate authorizations executed by Employee's covered by this bargaining agreement, will deduct membership dues from the pay of bargaining unit Employees, and distribute same to a trustee or agency designated by the Association.
- B. The Association agrees to indemnify and hold the Employer harmless from all matters of claims, demands, suits, actions, or other forms of liability which may arise against the Employer on the account of the deduction of Union dues hereunder and the paying over of the same to the Association, trustee or agency designated by the Association.

SECTION 6 - DISCIPLINE AND DISCHARGE PROCEDURES

The Town agrees that, in disciplining any employee covered by this agreement, it shall follow the provisions of Section 75, 76, and 77 of the New York State Civil Service Law. In addition, in any case where the Town seeks to terminate the employment of an employee covered by this agreement, that employee may, in lieu of a Section 75 Hearing, elect to have the matter submitted directly to binding arbitration as set forth in Step 3 of the grievance procedure and the appointed arbitrator shall determine whether or not just cause for the termination existed and the appropriate remedy.

SECTION 6.1 - GRIEVANCE PROCEDURE

The Association shall represent any Employee, or group of Employees, as described in section 1, on disputes and grievances as defined in this Agreement in accordance with the procedures established by this Agreement.

A Grievance shall be defined as an alleged violation, misrepresentation, or inequitable application of the terms of this Agreement.

For purposes only of the Grievance Procedure below, workdays include Mondays through Fridays, and exclude holidays, except that workdays for Employees at the

Transfer Station shall also include Saturdays and Sundays. Time limits set forth in this Section are of the essence.

The Grievance Procedure is defined as follows:

Step 1:

- A. An employee who claims to have a Grievance shall present his grievance in writing to the Department Head, on an approved grievance form, in writing, within ten (10) working days after the occurrence.
- B. Within five (5) working days the Department head shall discuss the grievance with the Employee and the grievance committee of the Association and shall make such investigation, as he/she deems appropriate.
- C. Within ten (10) working days after presentation of the grievance, the Department Head shall make his decision and communicate the same in writing to the Employee and the Association.

Step 2:

- A. If the employee or Association presenting a grievance is not satisfied by the decision of the Department head, the employee may, within five (5) working days after the Department Head's decision, request a review and determination of his grievance by the Town Manager or his/her designee. Such request shall be in writing and contain a statement as to the specific nature of the grievance and facts relating to it.
- B. The Town Manager, or his/her designee, shall meet with the Association, or its designated grievance committee, within five (5) working days after receiving said written notification. The Town Manager or the Association may request the presence of the employee's immediate supervisor and such other personnel as deemed appropriate at the meeting.
- C. Within ten (10) working days after the close of said meeting, the Town Manager, or his designee, shall notify, in writing, the employee and the Association of his decision on said grievance.

Step 3:

- A. In the event no agreement is reached at step 2, the Association, upon written notice to the Town, may appeal the Grievance to arbitration within twenty (20) working days after receipt of the Step 2 answer. The parties shall then endeavor to agree upon an arbitrator within ten (10) working days following the date of such notification.
- B. If the parties fail to agree upon such arbitrator, the Employer and the Association shall

then request from New York State Public Employee Relations Board a panel of seven (7) names of suggested arbitrators. Any fees required by PERB shall be shared equally between the parties.

- C. The parties shall then select the impartial arbitrator from such list by each party alternatively removing one name from the list until but one name remains.
- D. The impartial arbitrator shall be bound by the terms of this Agreement.
- E. The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the parties.
- F. The impartial arbitrator shall submit his decision within sixty (60) days after the hearing, unless time is extended by agreement by both parties.

SECTION 7 - TOWN AFFAIRS

The provisions of the Agreement shall not be construed to restrain or limit the Employer in any way other than the express provisions of this Agreement, and all of the authority, rights, and responsibilities possessed by the Employer are hereby reserved and retained, including but not limited to the right to determine the mission, purposes, objectives, and policies of the Employer; to determine the methods, means, and number of personnel required for the conduct of Employer operations and functions; the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized unless modified by the provisions of this Agreement or applicable law.

SECTION 8 - WAGES

A. Job Classification and wage rates:

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

B. Wage Increases:

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

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

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

SECTION 9 - HOURS OF WORK - OVERTIME

Section 9.1 - Work Schedules

- A. For all full-time Employees, the normal work week shall be ten (10) hours per day, four days a week, Monday through Friday, as assigned by the Highway and Water Superintendent. The work week shall be forty (40) hours per week.
- B. For the full-time employee designated to the Transfer Station, the normal work week shall be six (6) hours on Sunday, fourteen (14) hours on Wednesday, ten (10) hours on Thursdays, and ten (10) hours on Saturday. The work week shall be forty (40) hours per week.
- C. Alternative work schedules maybe implemented by agreement between the Town and

the Association.

During the term of the alternative work schedule above all references and/or computations in the Agreement based upon a Ten-hour work day shall be deemed to be or based upon a ten-hour work day and all references to a work week or week shall be deemed to be or based upon a four-day work week.

- D. All employees are required to use their designated key fob to clock in and out on the time clocks to show the daily hours worked.
- E. an employee shall be paid for the number of hours regularly scheduled as it applies to the payment of sick, vacation, bereavement, etc. taken in such week.
- F. For the purpose of administering this Agreement, a day's pay shall be paid at the number of hours scheduled for that Employee for that day.

Section 9.2 - Overtime

- A. Except as hereinafter provided, all overtime more than the base work week will be paid at time and a half on the base hourly rate. The base workweek shall be deemed to be forty (40) hours. All hours worked or not shall be included in the base week. Jury duty leave, military leave, voting, excused absences relating to covid, and leave for cancer screening, and blood donations, will not be included as time worked for the purpose of computing overtime.

Section 9.3 - Call In Pay

- A. In the event an employee is called in to work prior to the employee's regular starting time, or after the employee's regular quitting time and the employee has left the work-site, he or she shall be considered called in.
- B. A minimum of two (2) hours shall be paid for "call ins".
- C. All "call-ins," (except holiday call-ins), shall be paid for at the rate of time and one-half. Holiday "call-ins" for the purpose of this section are defined as the actual Holiday (not observed days) associated with the designated Holidays per section 10. Observed day "call-ins" shall be paid at time and a half. Holiday "call ins" shall be paid for at two times the basic rate of pay. The Employer specifically reserves the right to "call-in" Employees where it is deemed necessary to provide essential services to the public.

SECTION 10 - HOLIDAYS

All members of the Association shall be entitled to the following holidays:

New Year's Day	Labor Day
Columbus Day*	Memorial Day
Thanksgiving Day	
Independence Day	
Day after Thanksgiving	Christmas Day

* Union traded the designed holidays of Martin Luther King Jr. Day, President's Day, Juneteenth, and Veteran's Day for four increased floating holidays.

- A. Floating Holidays- in addition to the above designated holidays, a full time employee will be credited with (8) floating holidays equivalent to 80 hours of pay each January 1st. An employee must receive prior approval from the employee's Department Head to take a floating holiday. Floating holidays must be used in no less than 1 hour increments. Any floating holiday not used as of December 31st cannot be carried over into the next year and will be cancelled. An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused floating holidays.
- B. New Hires, floating holidays will be credited to newly hired full time employees based upon date of hire as follows.
 - Hired during 1st calendar quarter: 6 floating holidays
 - Hired during 2nd calendar quarter: 4 floating holidays
 - Hired during 3rd calendar quarter: 2 floating holidays
 - Hired during 4th calendar quarter: 0 floating holidays
- C. When a holiday falls on a Saturday, the employees shall receive the previous Friday off. When a holiday falls on a Sunday, the employees shall receive the following Monday off.
- D. A Holiday occurring during a period of vacation or authorized leave, other than a leave of absence, shall not be included in computing such vacation time or authorized leave. The employee shall be credited for the holiday in place of the vacation day or authorized leave. An employee shall not be paid for both the holiday and vacation but may take the vacation day at another time.
- E. The Employer reserves the right to require employees to work on holidays where it is deemed necessary to provide essential services to the public.
- F. Holiday pay eligibility- an employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the

employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee uses a vacation day or floating holiday.

SECTION 11 - VACATION

- A. A full-time employee will earn paid vacation leave in accordance with the following vacation schedule. An employee may take vacation leave only after it has been credited. The employee will be credited on the first day of January of each year for the leave earned in the previous year.

After completion of	Vacation Leave
1 year	80 hours
2 years	80 hours
3 years	88 hours
4 years	96 hours
5 years	104 hours
6 years	112 hours
7 years	120 hours
8 years	128 hours
9 years	136 hours
10 years	144 hours
11 years	152 hours
12 years	160 hours

- B. Part-Time Employees, excluding seasonal employees, with a regular work schedule of twenty (20) or more hours per week shall receive one week of paid vacation leave annually after completion of one year of service. The one-week granted shall be equal to the number of hours the employee is regularly scheduled to work, and will be credited on the employee's anniversary date of hire. Such employee may take the vacation in a one (1) week block. Vacation leave may not be carried over from year to year.
- C. Vacations will be based on current rate of weekly pay at the time the vacation is taken.
- D. An employee must receive prior approval, on no less than 48 hours' notice, from the employee's Department Head to take vacation leave. Vacation credits may not be used in increments of less than four (4) hours.
- E. Accumulation (carry over) - An employee may carry over a maximum 80 hours of vacation credits from one calendar year to the next, which must be used before the first day of April following the year in which they were credited. Any carry over vacation leave credits unused as of April 1st, will expire.

- F. Employees may cash out up to 80 hours of vacation payable in the first pay period in December. The employee must submit the request by November 15th on the proper form.
- G. New Employees – All new employees , who have completed at least 90 days of service will receive a onetime credit of 20 hours of vacation time. The following January 1st the new employee will receive 40 hours of vacation time if they have not yet completed a full year of service. The subsequent January 1st will follow schedule as defined in Section 11 A.
- H. An employee who becomes hospitalized while on vacation leave may charge such time in a hospital as authorized sick leave, up to a maximum of three days, provided proper documentation is submitted to and authorized by the Department Head.
- I. An employee who resigns, retires, is laid off, provides adequate notice of no less than two (2) weeks, or is dismissed, will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay.
- J. Holidays during scheduled vacation- In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay at the employee's normal rate of pay.

SECTION 12 - INFORMATION ON JOB CLASSIFICATION

Both the Employer and Association recognize that the final determination of job classifications is the responsibility of the Ontario County Department of Human Resources. However, the Employer agrees to give a copy of the list of relevant job classifications and job specifications that are distributed by said Civil Service Commission to the President of the Association.

SECTION 13 - HEALTH AND DISABILITY BENEFITS

Section 13.1 Health Insurance:

A. Health Plans provided:

All full-time employees as of date of hire are eligible by application to become subscribers to the Town's health insurance program, which include the following programs offered by Excellus. If the following plans are substantially changed or are no longer offered through Excellus, the Town will offer substantially equivalent or better options.

- Gold 18 (hybrid plan)
- Silver 2 HDHP

- Bronze 4 HDHP

B. Employee Contributions:

Employees shall contribute no less than 10% towards the monthly premium of the Silver 2 HDHP, or no less than 5% towards the monthly premium of the Bronze 4 HDHP. Employees will be responsible for 10% of any annual increase above the premiums applicable from the prior year.

Town of Canandaigua will offer the Gold 18 plan to all eligible employees but will contribute the same amount as is contributed to the Silver 2 plan. The remainder of the premium will be the responsibility of the employee.

C. Health Savings or HRA Account:

The Town will make the following or not less than contributions semi-annually at a rate of 50% on January 1st and 50% on July 1st to the employee's HSA.

The Town will make the following contributions to the employees HSA or HRA

Tier	Gold 18	Silver 2	Bronze 4
Single	\$1,100.00	\$1,500.00	\$2,500.00
All other	\$2,200.00	\$3,000.00	\$5,000.00

D. Medical Insurance Buyout:

Employees may choose to forgo coverage under a Town-sponsored health insurance program in exchange for a cash buy out in lieu of receiving medical insurance benefits (Dental insurance shall not be included). Employees covered by the Town health insurance through a spouse (active or retired) are not eligible for this payment. This buy out provision is subject to the following conditions:

- The employee must provide documentation of comparable medical insurance in a manner and form to be determined by the Town and sign an appropriate waiver of health insurance coverage and waiver of liability to the Town.
- The Annual buy out amount shall be Two thousand dollars (\$2,000.00).
- Partial payment of the buyout will be made in the employee's regular biweekly paycheck for each pay period the employee is eligible for the buyout. This payment is in addition to the compensation to which the employee is otherwise entitled, and will be treated as part of gross income and subject to payroll taxes.
- In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under a medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the request for reinstatement, provided such request is made at least

five business days prior to the first of the month and all eligibility requirements of the insurance plan are met.

Section 13.2 Dental Insurance:

Dental Insurance: All full-time employees as of date of hire are eligible by application to become subscribers to the Town's Dental insurance program, which shall include the following program offered by Excellus. If the following plan is substantially changed or is no longer offered through Excellus, the Town will offer substantially equivalent or better option.

- Excellus DBOC-1-26/26 plan

Employee contributions: All full-time employees shall contribute 25% towards the cost of the monthly premium. Any changes to plans or contribution strategies would be subject to further negotiation by the Employer and the Association.

Section 13.3 New York State Retirement:

- A. The Town will make available the New York State Employee's Retirement system pension plan to each eligible employee.
- B. The Town agrees to maintain the present retirement plan provided by law, including for the provision for the allowance for unused sick leave as provided by section 41-j of the New York State Retirement and Social Security Law.

SECTION 14 - BEREAVEMENT LEAVE

Each employee shall be entitled to up to Three (3) days leave with pay for the death of the following immediate family members:

- Spouse Child
- Parent (In law or step) Sibling
- Grandparent
- Daughter in law Son in Law
- Grand child
- Employees same sex partner

In the event of a death of a full time employee's family member not included in the definition of immediate family, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral. Such leave will not be subtracted from any of the employee's leave credits.

Extended bereavement leave- with authorization from the employee's Department

Head, an employee may use vacation leave credits and/or personal leave credits to extend bereavement leave. The Department head will have discretion to extend the leave or not, based on the needs of the Department.

SECTION 15 - SICK LEAVE

- A. All full-time employees shall be entitled to accumulate eight hours of sick leave per month to a maximum of 1,500 hours. An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.
- B. Each employee must notify his/her direct supervisor within an hour of the designated starting time of his or her tour of duty on any day, which he/she is sick. (Designated time of call-in shall be at the discretion of the supervisor, but must be within the one hour limitation).
- C. Any employee who is absent due to personal illness may be required to furnish a physician's certificate to justify his absence.
- D. For an absence of three or more consecutive days, employees will be required to furnish a physician's certificate stating the nature of the illness.
- E. In case of prolonged illness during which the employee, through accumulated sick leave, continues to receive wages, a certificate from the attending physician must be filed with the Department Head every 30 days.
- F. After all sick leave credits plus any accrued vacation have been used, an employee with a minimum of 5 years of continuous service, may be granted extended paid sick leave of up to thirty days, upon recommendation of the Department Head and the approval of the Town Board.
- G. A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a full-time employee will be credited with forty-eight (48) hours of paid sick leave.
- H. A full time employee who was hired prior to September 22, 2014 and who has one thousand five hundred hours of sick leave credits will be credited with eight hours of paid vacation leave each month in lieu of paid sick leave. This provision of vacation leave in lieu of sick leave does not apply to any employee hired after September 22, 2014.
- I. The Town will administer a New York State Disability Insurance program for the employees, with the employees responsible for paying the premium.
- J. An employee may use five (5) days sick leave with pay per year for family medical

issues. The Town may request documentation, but nurse's note will be acceptable to verify the medical illness.

- K. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non- work hours. Sick leave credits may not be used in increments of less than one hour.
- L. All employees will be provided with foul weather gear. Damaged foul weather gear shall be provided to the department head for replacement as soon as possible.
- M. For an employee injured on the job and entitled to Workers' Compensation ("C" benefits, the Town will pay to the employee the difference between the WC benefit amount that the injured employee is entitled to receive and the employee's regular salary, except the Town will pay to the employee his full regular base pay for the first 7 days that the employees is absent from work under a valid WC claim. If the employee is absent from work after the first 7 days then the Town, at the employee's option, may pay the employee his regular wages, up to 7 days, through the deduction of sick leave time. The employee must have sufficient amounts in his sick bank for such deduction. When or if the Town is reimbursed by the insurance carrier the portion of sick leave that is reimbursed will be credited back to the employee's sick leave bank. Any portion that is not reimbursed will remain as a deduction. After the initial 14 days from the date of injury, the Town will only pay to the employee the difference between the employee's regular wages and the Workers' Compensation amounts for up to three year(s). At this time the employee will receive the WC benefits directly from the insurance carrier. The Town must be provided proof of actual WC benefits received or denied and the Town shall adjust payroll accordingly.

SECTION 16 - JURY DUTY

An employee who is required to serve on a jury or as a witness in a court case shall receive paid leave for the necessary period. Upon approval of the Department Head, employees requesting jury duty leave shall submit to the Clerk/Treasurer a copy of the Court Order or Subpoena along with any juror or witness fees or compensation. Employees receiving approved jury duty or court leave will not be required to turn in payments for expense reimbursements paid through the Court system (such as meal and mileage allowances).

SECTION 17 - PROMOTIONS AND TRANSFERS

- A. Whenever an opportunity for promotion occurs, or a job opening occurs in other than a temporary situation in any job classification, or job opening occurs as the result of the development or establishment of a new job classification, a notice of the opening shall be posted per the Employer's posting procedures.

- B. During this period employees who wish to apply for the open position including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Superintendent of Highways or his or her designee as indicated on the notice.

SECTION 18 - LAYOFFS

The Employer, in its discretion, shall determine if lay-offs are necessary. If the Employer determines that lay-offs are necessary, lay-off and recall of competitive class employees shall be governed by the New York State Civil Service Law and the Ontario County Civil Service Rules.

Lay-offs in the non-competitive class or labor class shall take place in accordance with the below:

- A. Employees will be laid off first based on seniority regardless of classification with the Employee with least seniority being laid off first. Seniority will be based on full time employment.
- B. In the event two (2) or more Employees have the same seniority date, the Employee holding the highest rated position for the longest period shall have first seniority rights.
- C. In the event of a layoff two weeks notice will be given to the Employee.
- D. An employee laid off due to a lack of work or elimination of an operation shall have recall rights to their original job title or a job title they are qualified to perform as determined by Ontario County Department of Human Resources for a one (1) year period from the date of lay-off. The employees must notify the Town of their intent to accept or reject the recall offer within five (5) business days of receiving the notification from the Town by certified mail.

SECTION 19 - ORGANIZATION AFFAIRS

- A. The Employer shall afford officers up to 52 hours per year, with the Association paying the Employer for any additional hours used, except in the case of hearings, of on-duty status to process grievances and to consult with appropriate management officials, if the officers shall first request this of his supervisor and arrange to take the necessary time without material interference with his assigned duties. The provisions of this section shall apply to all aggrieved employees.
- B. Officers of the Association shall be allowed up to a total of 10 days per year, without pay, to attend Union conferences, conventions, or meetings, provided the department head approves such time off.

- C. Bulletin Boards: Bulletin boards shall be furnished, installed and maintained by the Town in locations on Town premises approved by the Town and accessible to employees in the bargaining unit for posting of notices relating to Union affairs.
- D. New Employee Orientation: The Association may arrange with the supervisor to meet with newly -hired employees as part of the overall orientation process for furnishing them with information about the Association. The meeting will be limited to a maximum of thirty (30) minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.

SECTION 20 - LABOR/MANAGEMENT COMMITTEE

A joint labor/management committee will be formed consisting of two (2) representatives of the Employer and two (2) officers of the Association. The committee will meet periodically at a mutually agreed time and place, or meetings may be called by either party upon reasonable notice. The purpose of the committee shall be to foster good labor relations; both the Employer and Association agree to act in a reasonable manner in all matters between the Town and the employees.

SECTION 21 - MILITARY LEAVE AND MILITARY LEAVE OF ABSENCE

- A. Military leave (New York State Law) - This section refers only to a paid leave for military service under New York State Law and does not effect an employee's entitlement to leave needed for military service under federal statute. The Town of Canandaigua recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two work days or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State Law, the employee may keep all pay received for military service.
- B. Military Leave of Absence (Federal Law)- An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The Employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.
- C. Leaves for Military Spouses (New York State Law)- In accordance with NYS Labor Law 202-I, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours per week) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has

been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee's spouse is on leave from such deployment. This does not preclude the employee's option to use available paid leave upon approval of the employee's Department Head.

SECTION 22 - VOLUNTEER FIREFIGHTERS

At the discretion of the Department head, volunteer firefighters who are active members of organizations serving the Canandaigua Fire Protection District will be allowed to report to a fire during work hours without having to take the time unpaid or having to utilize their paid time off. The Town will compensate the employee for the hours spent responding to an emergency during their normal work schedule.

The Department Head shall enjoy the discretion, up to a maximum of two (2) times per year, to permit an Employee to report for a half day (utilizing either paid time off, or taking the time unpaid) following a fire or emergency call received after 12:01 a.m.

SECTION 23 - DEFERRED COMPENSATION PLAN

The Town agrees to continue to facilitate the availability of any deferred compensation plan to Employees and shall allow Employees covered by this Agreement to participate in this plan.

SECTION 24 - EMPLOYEE RECOGNITION PROGRAM

The Town agrees that Employees will be recognized in the same manner and provided the same awards as other Town employees.

SECTION 25 - UNIFORMS AND WORK BOOTS AND TOOLS

Employees are required to wear their provided uniforms at all times while on duty. Employees will be responsible to pay for uniforms that are lost or not returned to the Town.

The Town will provide an allowance up to \$200.00 per pair towards the purchase of work boots. The Town will give this allowance to employees when the need for new work boots is determined by the Safety Officer but not to exceed one pair in a twelve month period. Employees are required to wear work boots at all times while on duty. The Town will determine the company that provides the work boots in order to set up proper payment. The Town will make available to the employee holding the position Heavy Equipment Mechanic an annual tool allowance of up to \$500.00 per fiscal year to reimburse the employee for loss or damage to his/her personal tools used while working for the Town of Canandaigua. Proof of purchase receipts need to be submitted to the Finance Clerk for reimbursement.

SECTION 26 – MAINTENANCE OF BENEFITS

All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this agreement shall remain in effect to the duration of this Agreement, unless mutually agreed otherwise between the Town and the Union.

SECTION 27 – SCOPE OF AGREEMENT

- A. This Agreement shall not be modified or amended unless in writing signed by both parties.
- B. If any section, subsection, sentence, clause, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. Such section, subsection, sentence, clause, phrase or portion of the Agreement held invalid or unconstitutional would then be subject to re-negotiation.
- C. The parties intend that negotiations for a subsequent Agreement may commence by September 1, 2027. In the event the parties do not reach agreement for a new Agreement by December 31, 2027, the terms of this Agreement shall remain in force in accordance with applicable state law.
- D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIREING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers.

TOWN OF CANANDAIGUA:

**TOWN OF CANANDAIGUA HIGHWAY
EMPLOYEE'S ASSOCIATION:**

TOWN MANAGER

PRESIDENT HIGHWAY ASSOCIATION

DATE

PRESIDENT LOCAL 1170 C.W.A

	2022 Wage Rate(s)					
Group 1 – Motor Equipment Operators	\$ 28.06					
Group 2 – Motor Equipment Operators IV Water Maintenance Assistants	\$ 29.09					
Group 3 – Heavy Equipment Mechanic Working Supervisors	\$ 30.53					
Appendix A2023 Wage Rate(s)	5%	4%	3.50%	3%	2.50%	2%
Group 1 – Motor Equipment Operators	\$ 29.46	\$ 29.18	\$ 29.04	\$ 28.90	\$ 28.76	\$ 28.62
Group 2 – Motor Equipment Operators IV Water Maintenance Assistants	\$ 30.54	\$ 30.25	\$ 30.11	\$ 29.96	\$ 29.82	\$ 29.67
Group 3 – Heavy Equipment Mechanic Working Supervisors	\$ 32.06	\$ 31.75	\$ 31.60	\$ 31.45	\$ 31.29	\$ 31.14

Appendix B

2024 Wage Rate(s)	5%	4%	3.50%	3%	2.50%	2%
Group 1 – Motor Equipment Operators	\$ 30.93	\$ 30.35	\$ 30.06	\$ 29.77	\$ 29.48	\$ 29.19
Group 2 – Motor Equipment Operators IV Water Maintenance Assistants	\$ 32.07	\$ 31.46	\$ 31.16	\$ 30.86	\$ 30.56	\$ 30.27
Group 3 – Heavy Equipment Mechanic Working Supervisors	\$ 33.66	\$ 33.02	\$ 32.70	\$ 32.39	\$ 32.08	\$ 31.76

Appendix C

2025 Wage Rate(s)	5%	4%	3.50%	3%	2.50%	2%
Group 1 – Motor Equipment Operators	\$ 32.48	\$ 31.56	\$ 31.11	\$ 30.66	\$ 30.22	\$ 29.78

Group 2 – Motor Equipment Operators IV Water Maintenance Assistants	\$ 33.68	\$ 32.72	\$ 32.25	\$ 31.79	\$ 31.33	\$ 30.87
Group 3 – Heavy Equipment Mechanic Working Supervisors	\$ 35.34	\$ 34.34	\$ 33.85	\$ 33.36	\$ 32.88	\$ 32.40

Appendix D

2026 Wage Rate(s)	5%	4%	3.50%	3%	2.50%	2%
Group 1 – Motor Equipment Operators	\$ 34.10	\$ 32.82	\$ 32.20	\$ 31.58	\$ 30.97	\$ 30.37
Group 2 – Motor Equipment Operators IV Water Maintenance Assistants	\$ 35.36	\$ 34.03	\$ 33.38	\$ 32.74	\$ 32.11	\$ 31.49
Group 3 – Heavy Equipment Mechanic Working Supervisors	\$ 37.11	\$ 35.72	\$ 35.03	\$ 34.36	\$ 33.70	\$ 33.05

Appendix E

2027 Wage Rate(s)	5%	4%	3.50%	3%	2.50%	2%
Group 1 – Motor Equipment Operators	\$ 35.81	\$ 34.14	\$ 33.33	\$ 32.53	\$ 31.75	\$ 30.98
Group 2 – Motor Equipment Operators IV Water Maintenance Assistants	\$ 37.13	\$ 35.39	\$ 34.55	\$ 33.72	\$ 32.91	\$ 32.12
Group 3 – Heavy Equipment Mechanic Working Supervisors	\$ 38.96	\$ 37.14	\$ 36.26	\$ 35.39	\$ 34.54	\$ 33.71

ATTACHMENT 16

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. Do not use italics or underlining to indicate new matter.

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☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Canandaigua

4/8/2022

Local Law No. _____ of the year 20 22

A local law Creation of Chapter 45 Cemeteries and Monuments
(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.)

Chapter 45

Cemeteries and Monuments

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Article I

Cemetery Committee

§ 45-1 **Committee established.**

By Resolution No __ dated _____, 2022, the Canandaigua Town Board thereby established a committee to be named the “Town of Canandaigua Cemetery Committee” to serve the Town of Canandaigua.

§ 45-2 **Intent and purpose.**

- A. There is hereby established a Town of Canandaigua Cemetery Committee (hereinafter referred to as the “Cemetery Committee”) the purpose of which is created in an effort to govern, preserve, ensure maintenance, interpret and educate about historic cemeteries, active and inactive, in the Town of Canandaigua.
- B. The Cemetery Committee was created:
 - (1) To govern the activities and functions of all aspects of the operation and maintenance of the cemeteries under the responsibility of the Town of Canandaigua as required by NYS Town Law Article 17
 - (2) To interpret and honor the history of the Town of Canandaigua with a goal of preserving our burial grounds.
 - (3) To research and document the cemeteries in the Town of Canandaigua.
 - (4) To increase public awareness of the value of historic and cultural preservation by developing and participating in education programs as approved by the Town Board.

§ 45-3 **Powers and duties.**

- A. The general function of the Cemetery Committee shall be to oversee the operation, preservation, and maintenance of the cemeteries under the responsibility of the Town of Canandaigua within the parameters of the annual budgetary appropriation provided by the Town Board.
- B. The Cemetery Committee shall review the operations of the cemeteries and make recommendations to the Town Board on any matter related to the cemeteries, reserving for the Town Board all decisions relating to the expenditure of moneys outside the parameters of the annually established cemetery budget.
- C. It shall be the duty of the Cemetery Committee to advise, assist and support the Town

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Historian, Town Board, Planning Board, Zoning Board or any Town committee or team, in matters pertaining to the Town of Canandaigua's cemeteries, active and inactive.

- D. The Cemetery Committee shall identify and assist in securing grants that contribute to the preservation and use of historic burial grounds in the Town of Canandaigua.
- E. It shall be the duty of the Cemetery Committee to contribute knowledge for educational materials as approved by the Town Board, that promise an understanding and appreciation of preserving our historic cemeteries, including, but not limited to, walking tours, brochures, lectures, exhibits and other appropriate methods of knowledge.

§ 45-4 Appointment; terms of office.

Members of the Cemetery Committee shall be appointed by the Town Board. Said Cemetery Committee shall consist of five members, at least three of whom reside in the Town of Canandaigua and have an interest in and knowledge of local history and historic preservation, and no more than two of whom have an affiliation and/or special interest in the Canandaigua community and have specialized education and/or knowledge of cemetery management, cemetery preservation, and/or grant opportunities. Terms of office shall be for five years and shall be so fixed that one shall expire each official year. The Town Historian and/or Former Town Historian may serve as a voting member or an ex-officio nonvoting member.

Article II Cost of Lots and Interment

§ 45-5 Cost of lots.

The Town Board, through the office of the Town Clerk, shall permit purchase of lots in any cemetery under its jurisdiction where said lots are available at a charge per cemetery lot as set from time to time by resolution of the Town Board.

§ 45-6 Costs of interment responsibility of lot owner.

All costs of interment, including grave opening and closing, suitable seating and marking, shall be performed by the owner or his heirs or legal representatives, or will be charged to the owner at a fee established by the Town Board.

§ 45-7 Survey to be made.

The Town Clerk shall cause to be made a survey of the available lots in each of the cemeteries under the jurisdiction of the Town, if any.

Article III Rules and Regulations

§ 45-8 Rules and regulations.

- A. All graves sold for Cemeteries in the Town of Canandaigua shall be in accordance with

the provisions of the laws of the State of New York and shall not be used for any other purpose than as a burial place for deceased human beings.

B. Graves shall be used only by the purchaser or the purchaser's spouse or distributees.

C. Placement of items on graves.

(1) One non-glass crock, non-glass vase of flowers, shepherd's hook or wreath per grave is allowed, and it must be located immediately next to the headstone. Two eternal flames are allowed and must be located immediately next to each side of the headstone. Crocks, vases and shepherd's hooks may be placed on the graves after May 15 and shall be removed by November 1 of each year. Wreaths may be placed on the graves after November 1 and shall be removed by April 1. Eternal flames may be left year round. The Town of Canandaigua reserves the right to remove all items from graves as soon as they become unsightly or according to the schedule above.

(2) The placing of glass blocks or vases as receptacles for flowers, either artificial or grown on graves or plots, is prohibited.

D. Corner posts or markers of a suitable material may be installed by the Town of Canandaigua at the corners of lots upon written request to the Cemetery Committee. A lot is considered a group of four consecutive graves owned by one family. Only the Town of Canandaigua may install such corner markers, and the expense shall be incurred by the grave owner requesting the marker.

E. The Town Board reserves the right to have removed any article found within the grounds of the Town of Canandaigua cemeteries not permitted in accordance with the rules and regulations set forth herein. In addition, agents and employees of the Town Board shall have the right to enter upon or use any adjoining grave or plot to carry out its responsibilities as to internment or maintenance of the cemetery.

F. The Town of Canandaigua assumes no responsibility for monuments, memorials or markers or any other articles of any nature removed from any plot or grave or for damage or destruction of any such articles.

G. Schedule of internments.

(1) Hours of burials and disinterments shall be as follows:

(a) Weekdays, Monday through Friday, beginning at 9:00 a.m. to be completed by 2:00 p.m.

(2) No holiday or weekend burials will be conducted; however, and only in the event that

an extremely exigent circumstance exists, the Town will consider such request(s) and weigh the matter accordingly.

(a) Such request for holiday or weekend burial should be made to the Town Clerk and include the facts and circumstances surrounding the exigent need.

(b) The Cemetery Committee shall make a determination to approve or deny a holiday or weekend burial.

(c) Any approved weekend or holiday burial shall occur between the hours of 9:00 a.m. and 2:00 p.m. Any holiday or weekend burial shall be completed by 2:00 p.m.

(3) Weekend or holiday burials are subject to additional fees as periodically set by the Town Board by resolution.

L. All Town cemeteries will be open from dawn to dusk unless public notification is given or is otherwise posted.

M. The following are strictly prohibited within cemetery grounds:

(1) Uncontrolled Dogs.

(2) The placing of watering cans, fertilizer, and decorative stones.

(3) Children under 12 years of age unless accompanied by parents or adult guardians.

(4) Conduct which would result in damage to cemetery property.

(5) Picking flowers or breaking or damaging trees, shrubs, or plants.

(6) Soliciting business of any kind, or soliciting contracts or orders for monuments, headstones or any other work.

(7) Signs, notices or advertisements of contractors, stonecutters, undertakers or others.

(8) Selling refreshments of any kind.

(9) The discarding of wastepaper, flowers, plants or any other waste articles except by depositing the same in receptacles situated within the cemetery for that purpose.

N. Lot owners are prohibited from allowing interments to be made on their lots for compensation.

§ 45-9 Fee schedule.

The fees for cemetery services for the sale of graves and interments shall be established

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periodically by the Town Board by resolution. A copy of the current fees may be obtained from the Town Clerk.

§ 45-10 Collection of fees.

The Town Clerk shall be responsible for collecting and turning over to the Town all internment fees and consideration received for the sale of graves.

§ 45-11 Penalties for offenses.

Any person violating any provision of this article, upon conviction thereof, be deemed guilty of an offense and subject to a fine of not less than \$250 or greater than \$500 for the first offense. Any subsequent violations of this chapter by such offender shall be a misdemeanor and, upon conviction, such person shall be subject to a fine of not less than \$500 or greater than \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment.

§ 45-12 Penalties for offenses.

The provisions of this article shall be enforced by the Town's Code Enforcement Officer or any law enforcement officer of the State of New York or County of Ontario. The Code Enforcement Officer and any law enforcement officer of the State of New York or County of Ontario are hereby empowered to issue appearance tickets for violations of any provision of this article.

Revised April 4, 2022 by Town of Canandaigua Ordinance Committee.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

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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.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*) on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. (Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date: _____

(Seal)

ATTACHMENT 17

**CONSERVATION EASEMENT
SITE SPECIFIC PROTECTIONS FOR OPEN SPACE AND SENSITIVE
RESOURCES
PIERCE BROOK SUBDIVISION/PHASE 1**

THIS EASEMENT, made this _____ day of _____, 2022 by and between **S & J MORRELL, INC.**, a New York corporation with an address of 1501 Pittsford Victor Road, Suite 100, Victor, New York 14564, "Grantor"; and **THE TOWN OF CANANDAIGUA** a municipal corporation with offices at 5440 Routes 5 & 20, Canandaigua, New York, 14424, hereinafter referred to as "Grantee" or "Town".

WITNESSETH

That the Grantor in consideration of One and 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Town, the receipt of which is hereby acknowledged, hereby sells, grants, and conveys and by these presents has sold, granted, and conveyed to the Town and its successors and/or assigns permanent easements, and privileges in, along, under and over the strips of land situate in the Town of Canandaigua, County of Ontario, State of New York, as described in the description(s) attached hereto and made a part hereof as **Schedule A** (collectively the "Easement Area") as depicted on **Schedule B**.

TO HAVE AND TO HOLD, the premises herein granted unto the Town and its assigns, with the following rights and privileges.

1. The Grantor covenants that the Grantee shall quietly enjoy this Easement and will forever warrant the title to the same.
2. The Grantor, for itself, its successors and assigns in interest reserves the full use and enjoyment of the Easement Area hereby conveyed, except for the purposes herein granted to the Town.
3. All lands within the easement area shall remain in their natural condition and undisturbed except as described below.
4. No changes may be made in the topography of the land constituting the Easement Area and there shall be no filling, dredging or diversion of, nor any excavation within, any wetlands, watercourses or floodplains. Notwithstanding the foregoing, the Town allows for the establishment and maintenance of a pedestrian trail system, drainage, retention, sanitary sewer and storm sewer or any other public utilities as deemed necessary within the easement areas.

5. With the exception of vegetative material from within the easement, no owner of any property covered by the Easement Area shall store, dump or dispose of any debris of any kind or nature in any of the Easement Area.
6. There shall be no storage within or upon any portion of the Easement Area, including but not limited to the storage of vehicles, trailers, equipment, tools, supplies, tanks, barrels or other containers.
7. Except as shown on the approved subdivision plans, there shall be no structures, including but not limited to roadways, buildings, pools or other structures, whether permanent or temporary, constructed or placed within or on any portion of the Easement Area.
8. No pesticides or herbicides may be used in the Easement area except (A) as may be required when the natural habitat and vegetation are threatened with disease or invasive species; and, (B) even in such event only in such manner as will not damage any watercourse on or downstream from the Easement Area; and, (C) only as is approved in advance by the Town of Canandaigua.
9. There shall be no clearing of brush, with the exception of:
 - A. Limited clearing of brush associated with the establishment or maintenance of the pedestrian trail system; or,
 - B. Limited clearing of brush associated with the installation and maintenance of lawns, landscaping, gardens, meadowland or woods.
10. "Dead falls" shall not be removed, with the exception of:
 - A. Limited removal of deadfalls associated with the establishment or maintenance of the pedestrian trail system; or,
 - B. Limited removal of "dead falls" interfering with the cultivation and maintenance of lands employed in agricultural production; or,
 - C. Limited removal of "dead falls," to install and maintain lawns, landscaping, gardens, meadowland or woods.
11. No trees shall be pruned, cut down, destroyed or removed from the Easement Area except as necessary except for management pursuant to prudent forestry standards approved in advance by the Town.

12. There shall be no livestock including, but not limited to, cattle, horses, sheep and goats, housed, pastured, grazed or kept within or upon any portion of the Easement Area.

13. There shall be no mowing, including but not limited to any mowing of wetlands, with the exception of:

A. Seasonal mowing for the purpose of maintaining grass trails (April - October).

14. There shall be no motorized vehicles, including but not limited to automobiles, trucks, motorcycles, all-terrain vehicles, or snowmobiles operated within or upon any portion of the Easement Area with the exception of:

A. Tractors, mowers or other similar equipment when being used for limited purposes not restricted elsewhere in this document such as the removal or harvesting of trees, removal of deadfalls, clearing of brush, mowing or agricultural operations.

15. Grantor grants the Town the right to enter the premises at all reasonable times, and, if necessary, after reasonable notice, to cross other lands retained by Grantor for the purposes of (a) inspecting the premises for compliance with the covenants of this Easement; (b) enforcing the terms of this Easement; (c) taking action to abate violations of this Easement including the ability of the Town to chargeback the Grantor if the pedestrian trail system and Easement Area are not adequately maintained; and, (d) manage invasive species.

16. This grant shall inure to the benefit of all owners of lots covered by this Easement and to the Town and collectively to their successors and assigns.

17. This conveyance is intended to restrict the use of the Easement Area consistent with the covenants set forth above.

18. Nothing contained in this Easement shall restrict the public at large a right of entry upon the easement premises.

19. The foregoing restrictions shall commence immediately upon the recording of this Easement. These restrictions shall be considered a covenant that runs with the land and shall apply to any successor, assignee, heirs, devisees, or transferees of the Grantor, but shall not in any way inhibit the ability of the Grantor to convey fee title or to lease or mortgage said premises.

20. The parties hereto agree that the purpose of this Easement is to retain vegetative cover, preserve natural beauty, conserve plant and animal habitats, and diminish despoliation of the land in the restricted Easement Area. In furtherance of those purposes, the parties agree that future amendments to

substitute contiguous land of the same character and quality for land located within the Easement Area shall be accomplished by the signed agreement of the Town and the affected property owner, without requiring the signatures of all other property owners containing property within the Easement Area.

21. With the exception of substituting contiguous lands, this Easement may not be modified, amended or terminated nor may any of its provisions be waived except by an agreement in writing signed by each party hereto.


22. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has duly executed this Instrument as of the day and year first above written.

S&J MORRELL, INC.


TOWN OF CANANDAIGUA


By: ~~JEFF MORRELL~~
Its: Vice-President

By: DOUGLAS E. FINCH
Its: Town Manager

STATE OF NEW YORK]
COUNTY OF ONTARIO] SS:

On the 6th day of April, 2022, before me, personally appeared JEFF MORRELL known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC, Monroe County
My commission expires 06/24/24

STATE OF NEW YORK]
COUNTY OF ONTARIO] SS:

On the _____ day of _____, 20____, before me, personally appeared DOUGLAS E. FINCH known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
[063778-000011/5120827/1]

Legal Description
Conservation Easement CE-1
Town of Canandaigua, County of Ontario

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 36, Township 9, Range 3 of The Phelps Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing to be filed in the Ontario County Clerk's office, entitled "Final Section 1 Plans for Pierce Brook Subdivision, Subdivision Plan (sheet 2 of 2)" prepared by Marathon Engineering, having project number 1022-19, drawing number C2.1, last revised February 7, 2022, and being more particularly bounded and described as follows:

Beginning at the southwest corner of lands of Sharon Ridley (tax account # 97.02-01-46), said corner being a common corner with lands shown as HOA-A1 on the aforementioned plans; thence

1. N 72° 45' 21" E, along the southerly line of said lands of Ridley and lands of Robert J. & Ann M. Gannon (tax account # 97.02-01-47), said line also in common with HOA-A1 a distance of 296.77 feet to the southeast corner of Gannon, said corner being a common corner with HOA-A1; thence

The following 3 courses along the easterly bounds of HOA-A1:

- 2) S 07° 32' 33" W, a distance of 503.40 feet to a point; thence
- 3) S 44° 21' 10" W, a distance of 432.15 feet to a point; thence
- 4) S 47° 46' 33" W, a distance of 26.48 feet to a point; thence

The following 9 courses through the lands of HOA-A1:

- 5) N 42° 14' 20" W, a distance of 3.26 feet to a point; thence
- 6) N 14° 48' 22" W, a distance of 78.40 feet to a point; thence
- 7) N 23° 50' 22" E, a distance of 13.45 feet to a point; thence
- 8) N 26° 05' 14" E, a distance of 291.70 feet to a point; thence
- 9) N 16° 16' 44" E, a distance of 55.46 feet to a point; thence
- 10) N 09° 19' 28" E, a distance of 129.34 feet to a point; thence
- 11) N 00° 31' 04" E, a distance of 53.32 feet to a point; thence
- 12) N 05° 49' 30" W, a distance of 91.40 feet to a point; thence
- 13) N 30° 01' 37" W, a distance of 69.60 feet to the point or place of beginning.

Describing a conservation easement to the Town of Canandaigua.

Legal Description
Conservation Easement CE-2
Town of Canandaigua, County of Ontario

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lots 36 and 41, Township 9, Range 3 of The Phelps Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing to be filed in the Ontario County Clerk's office, entitled "Final Section 1 Plans for Pierce Brook Subdivision, Subdivision Plan (sheet 2 of 2)" prepared by Marathon Engineering, having project number 1022-19, drawing number C2.1, last revised February 7, 2022, and being more particularly bounded and described as follows:

Beginning at the southeast corner of lands of Robert G. St. John & Donafaye Zoll (tax account # 97.02-01-44), said corner being a common corner with lands shown as HOA-B1 on the aforementioned plans; thence

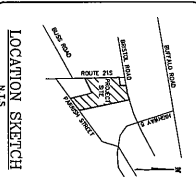
The following 10 courses through HOA1B:

- 1) S 50° 02' 59" E, a distance of 39.99 feet to a point; thence
 - 2) S 06° 19' 24" W, a distance of 135.30 feet to a point; thence
 - 3) S 23° 18' 19" W, a distance of 153.74 feet to a point; thence
 - 4) S 28° 09' 56" W, a distance of 132.07 feet to a point; thence
 - 5) S 15° 34' 19" W, a distance of 121.33 feet to a point; thence
 - 6) S 03° 13' 13" W, a distance of 70.05 feet to a point; thence
 - 7) S 13° 00' 43" E, a distance of 128.61 feet to a point; thence
 - 8) S 24° 41' 19" E, a distance of 70.51 feet to a point; thence
 - 9) S 39° 42' 18" E, a distance of 131.97 feet to a point; thence
 - 10) S 54° 37' 04" E, a distance of 64.79 feet to a point on the easterly line of HOA-1B; thence
 - 11) S 26° 42' 34" E along the easterly line of HOA-1B, a distance of 410.89 feet to a to the southeast corner of HOA-1B; thence
 - 12) S 62° 46' 27" W along the south line of HOA-1B, a distance of 424.55 feet to the northeast corner of lands of Mathew A. & Karen M. Varricchio (tax account # 97.00-01-48.2), said corner is in common with HOA-1B; thence
 - 13) S 62° 39' 24" W along the northerly line of Varricchio, a distance of 136.94 feet to southeast corner of lands of Bernard Pierce (tax account # 97.02-01-40.3), said corner is in common with HOA-1B; thence
-

February 8, 2022

- 14) N 01° 58' 05" E along the easterly line of Pierce, a distance of 271.70 feet to the northeast corner of Pierce, said corner is in common with HOA-1B; thence
- 15) N 88° 01' 55" W along the north line of Pierce, a distance of 170.00 feet to the southeast corner of Sarah R. Dobbs (tax account # 97.02-01-40.2) said corner is in commons with HOA-1B; thence
- 16) N 01° 41' 05" E along the easterly lines of Dobbs and Louis F. Cinelli (tax account # 97.02-01-40.131) , a distance of 700.00 feet to the northeast corner of Cinelli, said corner is in commons with HOA-1B; thence
- 17) N 88° 01' 55" W along the north line of Cinelli, a distance of 280.00 feet to a point on the east Right-of-Way line of N.Y.S. Route 21, said point is common corner of Cinelli and HOA-1B; thence
- 18) N 01° 32' 00" E along said Right-of-Way line, a distance of 488.40 feet to the southwest corner of aforementioned St. John & Zoll, said corner is also common with HOA-1B; thence
- 19) N 82° 59' 45" E along the south line of St. John & Zoll, a distance of 674.65 feet to the point or place of beginning.

Describing a conservation easement to the Town of Canandaigua.

[illegible][illegible][illegible]

FINAL SECTION 1 PLANS
for
PIERCE BROOK SUBDIVISION
STATE ROUTE 21 SOUTH, T.A. NO. 97.02-1-52.1
PARRISH STREET EXTENSION, T.A. NO. 97.00-2-2.1
PART OF LOT 36, TOWNSHIP 9, RANGE 3 OF THE PHELPS & GORHAM PURCHASE
WYN OF CANANDAIGUA ONTARIO COUNTY STATE OF NEW YORK

APPROVED BY: NEW YORK STATE DEPARTMENT OF HEALTH	APPROVED BY:
	TITLE OR POSITION _____
	DATE: _____
	APPROVED BY: _____
	DENYING BOARD CHAIRPERSON _____
	DATE: _____
	APPROVED BY: _____
	DENYING BOARD & WHITE SUPERVISOR/IDENTIFY _____

DRAWING TITLE: SUBDIVISION PLAN (SHEET 1 OF 2)	
3 of 10 SHEET NO.	C2.0
10/22/10 JOB NO.	
DRAWING NO.	

[illegible]

MARATHON
ENGINEERING

LOCATIONS

39 CASCADE DRIVE
ROCHESTER, NY 14614
5 8 5 - 4 5 8 - 7 7 0
11th FL, 10th FL

400 HANSHAW RD., SUITE
600
ROCHESTER, NY 14617
5 8 5 - 4 5 1 - 7 3 1 7

www.marathoneng.com

DRAINAGE EASEMENT

THIS INDENTURE made this ____ day of _____, 2022, between _____ **S & J MORRELL, INC.**, having an address of 1501 Pittsford-Victor Road, Victor New York 14564, (**"Grantor"**), and the **TOWN OF CANANDAIGUA**, a municipal corporation within Ontario County and State of New York located at 5440 routes 5 & 20 West, Canandaigua, NY 14424, (**"Town"**),

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the Town, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, TRANSFER AND CONVEY to the Town, and its successors and assigns forever, a general drainage easement and right-of-way in, below, under and along the premises described in Schedule "A" attached hereto for the purpose of maintaining, using, operating, repairing, and reconstructing drainage facilities and/or improvements, located, or to be located, within such municipal easement; and making the required excavations therefore upon, over, across or below the land described at Schedule "A", and inspecting the area from time to time, together with the right of the Town, its officers, employees, agents, servants or contractors, of ingress and egress to enter upon and along the premises described at Schedule "A" for the full and complete use, occupation and enjoyment of the general drainage easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

PROVIDED, however, that:

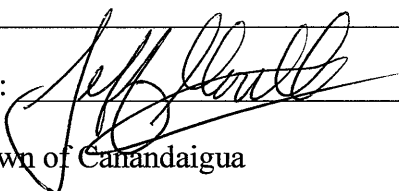
1. The Town agrees that it will restore and be responsible for restoring the surface of the ground to the same condition as it was before making any required excavations.
2. The Town further agrees to give the Grantor one day oral notice, to the extent practicable, prior to commencing any necessary excavating hereunder, and to complete any necessary excavating with all reasonable speed unless prevented by war, strike, acts of God, or other conditions beyond the reasonable control of the party of the second part.
3. The Grantor covenants with the Town that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against the claims of any persons.
4. The Grantor hereby releases the Town from all claims for damage, from whatsoever

[063778-000011/5122518/1]

cause, incidental to the exercise of any of the rights herein granted at any time hereafter.

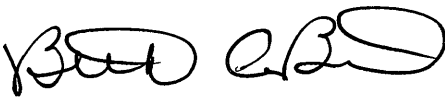
IN WITNESS WHEREOF, the parties hereto have caused this Easement to be duly executed as of the day and year first above written.

S & J Morrell, Inc.

By: 
Town of Canandaigua
By: _____

STATE OF NEW YORK)
COUNTY OF Mohroe) ss.:

On the 6th day of April, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Morrell, known to me or proved to me on the basis of satisfactory evidence to be the same individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
My Commission expires 6/24/24

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

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the same individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[063778-000011/5122518/1]

Schedule "A"

February 8, 2022

Legal Description Drainage Easements DE-1, DE-2, DE-3 and DE-4 Town of Canandaigua, County of Ontario

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 36, Township 9, Range 3 of The Phelps Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing to be filed in the Ontario County Clerk's office, entitled "Final Section 1 Plans for Pierce Brook Subdivision, Subdivision Plan (sheet 2 of 2)" prepared by Marathon Engineering, having project number 1022-19, drawing number C2.1, last revised February 7, 2022, and being more particularly bounded and described as follows:

DE-1

Beginning at a point on the west Right-of-Way of Pierce Brook Trail, said point 78.91 feet northerly of point of tangency station 6+89.40; thence

1. N 75° 04' 08" W, a distance of 10.00 feet to a point; thence
2. N 76° 57' 59" W, a distance of 118.24 feet to a point; thence
3. N 13° 02' 01" E, a distance of 20.00 feet to a point; thence
4. S 76° 57' 59" E, a distance of 129.06 feet to point on said Right-of-Way line, said point being the beginning of a non-tangential curve; thence
5. Along said Right-of-Way on a curve to the right, having a radius of 470.00 feet, a distance of 20.35 feet to the point or place of beginning.

DE-2

Beginning at a point on the east Right-of-Way of Pierce Brook Trail, said point 117.38 feet southerly of point of curvature station 3+53.86; thence

1. S 88° 10' 05" E, a distance of 136.46 feet to a point; thence
 2. S 22° 19' 15" E, a distance of 96.85 feet to a point; thence
 3. S 67° 40' 45" W, a distance of 20.00 feet to a point; thence
 4. N 22° 19' 15" W, a distance of 83.90 feet to a point; thence
 5. N 88° 10' 05" W, a distance of 123.40 feet to a point on said Right-of-Way line, said point being the beginning of a non-tangential curve; thence
 6. Along said Right-of-Way on a curve to the left, having a radius of 530.00 feet, a distance of 20.00 feet to the point or place of beginning.
-

DE-3

Beginning at a point on the west Right-of-Way of Pierce Brook Trail, said point 108.94 feet southerly of point of curvature station 8+92.21; thence

1. Continuing along said Right-of-Way line, on a curve to the left, having a radius of 280.00 feet, a distance of 21.13 feet to a point of intersection with a non-tangential line; thence
2. N 82° 52' 55" W, a distance of 10.00 feet to a point; thence
3. N 89° 18' 04" W, a distance of 124.57 feet to a point; thence
4. N 00° 41' 56" E, a distance of 20.00 feet to a point; thence
5. S 89° 18' 04" E, a distance of 134.90 feet to the point or place of beginning.

DE-4

Beginning at a point on the west Right-of-Way of Pierce Brook Trail, said point being 8.28 feet northwesterly of the end of the Section 1 Right-of-Way at station 12+39.10; thence

1. Along said Right-of-way and continuing on an extension of said Right-of-Way on a curve to the left, having a radius of 280.00 feet, a distance of 20.99 feet to a point of intersection with a non-tangential line; thence
2. S 42° 27' 49" W, a distance of 10.00 feet to a point; thence
3. S 36° 50' 21" W, a distance of 124.86 feet to a point; thence
4. N 53° 09' 39" W, a distance of 20.00 feet to a point; thence
5. N 36° 50' 21" E, a distance of 134.60 feet to the point or place of beginning.

Intending to describe 4 storm drainage easements to the Town of Canandaigua.

**SIDEWALK EASEMENT
PIERCE BROOK SUBDIVISION/PHASE 1**

THIS EASEMENT is made this _____ day of _____, 2022, by and between **S&J MORRELL, INC.**, having an address of 1501 Pittsford-Victor Road Victor, New York 14564, hereinafter referred to as the "Grantor"; and the **TOWN OF CANANDAIGUA**, a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua New York 14424, hereinafter referred to as the "Grantee."

The Grantor is the owner of certain premises known as Parrish Street Extension, being part of tax account # 97.00-2-2.100, located in the Town of Canandaigua, County of Ontario, New York 14424 being part of the Pierce Brook Subdivision Phase 1, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a sidewalk easement and right of way over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by Marathon Engineering, dated _____ 16, 2022, attached hereto, hereinafter referred to as the "Easement Area."

The Easement Area is part of the Premises conveyed to Grantor by deed dated December 20, 2021 and recorded December 30, 2021, in the Ontario County Clerk's Office in Liber 1488 of Deeds at Page 126.

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

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

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

The Grantee shall have the right and privilege at any time to enter upon and temporarily use an additional strip of land ten (10) feet in width immediately adjacent to each side of the permanent easement granted herein for the purpose of performing maintenance or repairs on said sidewalk. At the termination of a temporary occupancy hereby authorized, the Grantee will restore, at its expense, the lawn and shrubbery of the

Easement Area and the area of the Premises so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

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

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

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

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

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

S & J MORRELL, INC.

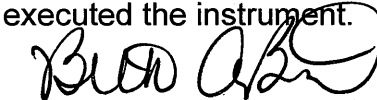
TOWN OF CANANDAIGUA


By: JEFF MORRELL
Its: Vice President

By: DOUGLAS E. FINCH
Its: TOWN MANAGER

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the 6th day of April, 2022, before me, personally appeared **JEFF MORRELL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.


Notary Public Monroe County
N.Y. Commission Expires 6/24/24

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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

Notary Public

Schedule "A"

February 8, 2022

Legal Description Sidewalk Easements SWE-1 and SWE-2 Town of Canandaigua, County of Ontario

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 36, Township 9, Range 3 of The Phelps Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing to be filed in the Ontario County Clerk's office, entitled "Final Section 1 Plans for Pierce Brook Subdivision, Subdivision Plan (sheet 2 of 2)" prepared by Marathon Engineering, having project number 1022-19, drawing number C2.1, last revised February 7, 2022, and being more particularly bounded and described as follows:

SWE-1

Beginning at a point on the southern Right-of-Way of Bristol Road, New York State Route 21, said point being the common corner of lands Sheryl Lynn Ridley (tax account # 97.02-01-45) and lands of HOA-A1; thence

1. S 18° 31' 39" E along the west line of Ridley, a distance of 15.00 feet to the beginning of a non-tangential curve; thence
2. Along a curve to the right, having a radius of 1480.41 feet, a distance of 71.81 feet to the beginning of a non-tangential curve, said point being on the east Right-of-Way line of Pierce Brook Trail; thence
3. Along said Right-of-Way line on a curve to the right, having a radius of 35.00 feet, a distance of 33.35 feet to the beginning of a non-tangential curve, said point being on the aforementioned Right-of-Way of Bristol Road; thence
4. Along said Right-of-Way, on a curve to the left, having a radius of 1465.41 feet, a distance of 42.62 feet to the point or place of beginning.

SWE-2

Beginning at a point on the southern Right-of-Way of Bristol Road, New York State Route 21, said point being the common corner of lands of Robert G. St. John and Donafaye Zoll (tax account # 97.02-01-44) and lands of HOA-B1; thence

1. Along said Right-of-Way, on a curve to the left, having a radius of 1465.41 feet, a distance of 39.51 feet to the beginning of a non-tangential curve, said point being on the west Right-of-Way line of Pierce Brook Trail; thence
 2. Along said Right-of-way line on a curve to the right, having a radius of 35.00 feet, a distance of 33.36 feet to the beginning of a non-tangential curve; thence
-

February 8, 2022

3. Along a curve to the right, having a radius of 1480.41 feet, a distance of 71.45 feet to a point of intersection with a non-tangential line, said point being on the east line of St. John & Zoll; thence
4. N 01° 49' 25" E along said west line, a distance of 15.30 feet to the point or place of beginning.

Intending to describe sidewalk easements to the Town of Canandaigua.

TEMPORARY ACCESS AND UTILITY EASEMENT

THIS INDENTURE made this ____ day of _____, 2022, between **S & J MORRELL, INC.**, with an address of 1501 Pittsford Victor Road, Suite 100, Victor New York 14564, hereinafter referred to as “Grantor”, and the **TOWN OF CANANDAIGUA**, a municipal corporation within Ontario County and State of New York located at 5440 routes 5 & 20 West, Canandaigua, NY 14424, hereinafter referred to as “Grantee”,

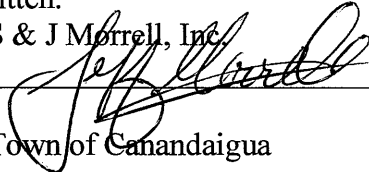
WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, TRANSFER AND CONVEY to the Grantee, its officers, employees, agents, servants or contractors, a TEMPORARY ACCESS AND UTILITY EASEMENT for the right of ingress and egress to enter upon and along the premises described at Schedule “A” for the full and complete use and enjoyment of the temporary easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, the purpose of allowing the Grantee access to maintain the utilities installed therein. This temporary easement shall expire at the completion of the purpose for which it is granted.

To have and to hold the easement and right-of-way unto the Town of Canandaigua and its successors and assigns.

The Grantor covenants with the Town of Canandaigua that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against the claims of any persons.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

S & J Morrell, Inc.



Town of Canandaigua

by: _____

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

On the 6th day of April, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Marrell, known to me or proved to me on the basis of satisfactory evidence to be the same individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
My Commission expires 6/24/24

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

On the day of , 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared , known to me or proved to me on the basis of satisfactory evidence to be the same individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule "A"

February 9, 2022

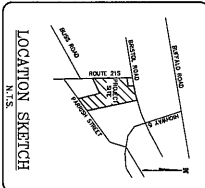
Legal Description Temporary Access & Utility Easement TE-1 Town of Canandaigua, County of Ontario

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 36, Township 9, Range 3 of The Phelps Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing to be filed in the Ontario County Clerk's office, entitled "Final Section 1 Plans for Pierce Brook Subdivision, Subdivision Plan (sheet 2 of 2)" prepared by Marathon Engineering, having project number 1022-19, drawing number C2.1, last revised February 7, 2022, and being more particularly bounded and described as follows:

Beginning at a point on the easterly Right-of-Way line of Pierce Brook Trail, said point being at the end of Section 1; thence

1. Along a curve to the left on an extension of said Right-of-Way, having a radius of 220.00 feet, a distance of 128.26 feet to a non-tangential line; thence
2. S 34° 13' 16" W, a distance of 135.24 feet to a point; thence
3. N 55° 46' 44" W, a distance of 124.41 feet to a point; thence
4. N 33° 11' 40" E, a distance of 44.27 feet to the Section 1 endpoint of the westerly Right-of-Way line of Pierce Brook Trail; thence
5. N 36° 43' 14" E across the Section 1 end of the aforementioned Right-of-Way, a distance of 60.00 feet to the point or place of beginning.

Intending to describe a temporary easement for the purposes of public access and utility maintenance.



MARATHON
ENGINEERING
MOBILE LOCATION
39 CASCADE DRIVE
ROCHESTER, NY 14614
585-453-8770
TIMELINE LOCATION
340 HANSHAW RD, STE 6
ROCHESTER, NY 14617
585-453-8770
www.marathoneng.com

1. name of the author and the title of the work
2. year of publication and publisher
3. name of the journal or book series and the volume number
4. name of the editor or editor-in-chief
5. name of the publisher
6. name of the publisher's address
7. name of the publisher's website
8. name of the publisher's phone number
9. name of the publisher's fax number
10. name of the publisher's email address
11. name of the publisher's postal address
12. name of the publisher's city
13. name of the publisher's state
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16. name of the publisher's continent
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95. name of the publisher's sub-region
96. name of the publisher's district
97. name of the publisher's ward
98. name of the publisher's village
99. name of the publisher's town
100. name of the publisher's city

SURVEY NOTES:

- THE HORIZONTAL DATUM (U.S. 1911) IS 1.0 TO THE LEFT OF THE COORDINATE SYSTEM CENTRAL.
- THE VERTICAL DATUM (U.S. 1929) IS 1.0 FEET ABOVE THE MEAN SEA LEVEL DATUM TO WHICH THE DATA WERE REDUCED TO.
- DISTANCE MEASUREMENTS ARE GIVEN IN METERS FOR THIS MAP WAS COMPILED TO A PRECISION OF 1 PART IN 10,000 TO 15,000 OF LENGTH.
- ELEVATIONS ARE REFERENCED TO NAVD 83.

APPROVAL OF THIS SUBDIVISION BY
NYSDOH IS GRANTED ON CONDITION:

12. NO OTHER TITLED PROPERTY OWNED BY BOE ASSOCIATES, PROJECT #1811, DATED 1/27/59.
13. MAP OF LOTS OF SUB EY 1 & B LOVER & WALSH PREPARED BY DONALD A. WALLACE, PROJECT #1264, DATED MAY 29, 1968.
14. NO ABSTRACT OF TITLE PROVIDED FOR SUB EY.

15. MAP OF LINDS CONVERTED BY STALEY L. A. OLDFIELD
WOODEN, FIELD 17215 IN THE O.C.C. AS MAP 6744.

16. MAP OF LINDS CONVERTED BY STALEY L. A. OLDFIELD
WOODEN, FIELD 17215 IN THE O.C.C. AS MAP 6793

6. MAP OF A SUBURBY OF LANDS OF HENRIET W. & MARGA C. THOMAS, FILED WITHIN THE O.C.C.O. AS MAP #1172.

7. MAP OF A PART OF LANDS OF FLOYD R. & CHARLOTTE S. BAKER, FILED WITHIN THE O.C.C.O. AS MAP #1173.

5. MAP OF A SECTOR OF LANDS OF WINDHAM HILLTOP, FILED 2/15/2001 IN THE O.C.C.O. AS MAP 67114.
6. MAP OF A QUARTY OF LANDS OF WINDHAM HILLTOP, FILED IN THE O.C.C.O. AS MAP 67113.
7. MAP OF LANDS OF QUARTILE HARBOR FILED IN THE O.C.C.O. AS

3. MAP OF A SPECIES OF LARVAE OF MEGALOMMILLES, FILED 8/20/1954 BY THE O.C.D., AS MAP 822504.
4. MAP OF A SPECIES OF LARVAE OF MEGALOMMILLES, FILED 5/27/1954 BY THE O.C.D., AS MAP 823513.

1. MAP OF "LAND AT TOWN OF 15TH & 4TH", FILED IN THE O.C.C.O. AS MAP 67112.
2. MAP OF "BONNE LAKE LUNING TRACT", FILED 4/2 UPOON IN THE O.C.C.O. AS MAP 67094.

N.I.C.

LOCATION SKETCH

BUS ROD

A small map showing the location of the property relative to Route 1 and Marsh Street. The map indicates the property is situated near the intersection of these roads.

5 APR 1964

A diagram of a crystal rod with a longitudinal wave. The wave is represented by a dashed line with arrows indicating the direction of oscillation. The wave is labeled "CRYSTAL ROD" and "X".

FINAL SECTION 1 PLANS
for
PIERCE BROOK SUBDIVISION
STATE ROUTE 21 SOUTH, T.A. NO. 97.02-1-52.1
PARRISH STREET EXTENSION, T.A.NO. 97.00-2-2.1
PART OF LOT 36, TOWNSHIP 9, RANGE 3 OF THE PHELPS & GORHAM PURCHASE
COUNTY OF CANANDAIGUA, ONTARIO COUNTY, STATE OF NEW YORK

JO8 NO	1022-19
SCALE	M/S
DISCHD.	R/T
DATE	11/1/67
REVIEWS	
DATE BY REVISION	
11/2/67	R/LI ISSUED FOR DIS
11/2/67	CP CORRECTED
20/07/1	CP ISSUED PREVIOUS

DRAWING TITLE:	
SUBDIVISION	
PLAN (SHEET 1 OF 2)	
S&I NO.	C2.0
SHEET NO.	
1022-19	
JOS NO.	DRAWING NO.

TEMPORARY TRAIL EASEMENT

THIS EASEMENT is made this _____ day of _____, 2022, by and between **S & J MORRELL, INC.**, having an address of 1501 Pittsford-Victor Road, Victor, NY 14564, hereinafter referred to as the "Grantor," and the **TOWN OF CANANDAIGUA**, a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua, New York 14424, hereinafter referred to as the "Grantee and or Town. "

The Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States, paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants to the Grantee a Temporary Trail Easement (the "Temporary Easement") through, over and under lands of the Grantor described in "Schedule A", attached hereto and made a part hereof.

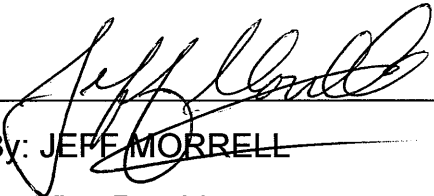
This Temporary Easement is granted upon the following express conditions.

1. The Grantor hereby and herein grants to the Grantee a Temporary Easement for public pedestrian trail access purposes through and over the lands of the Grantor herein intended to provide access on a temporary basis between CE-1 and CE-2 described in Schedule "A" attached hereto.
2. The Grantor covenants that the Grantee shall quietly enjoy this Temporary Easement and will forever warrant the title to the same.
3. The Grantor and the Grantor's heirs, successors and assigns in interest, reserves the full use and enjoyment of the premises hereby conveyed and the rights of ingress and egress over the same to their lands, except for the purposes herein granted to the Grantee.
4. This Temporary Easement shall terminate and be of no further force and effect from and after filing of the Subdivision Map for Section 2 of the Pierce Brook Subdivision.
5. This Temporary Easement shall be binding upon and inure to the benefit of the respective distributees, legal representatives, successors in office, and assigns of the parties.

IN WITNESS WHEREOF, the parties herein have caused this instrument to be signed on the day and year set forth below.

S & J MORRELL, INC.

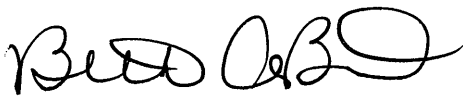
TOWN OF CANANDAIGUA


By: JEFF MORRELL
Its: Vice-President

By: DOUGLAS E. FINCH
Its: Town Manager

STATE OF NEW YORK]
COUNTY OF ONTARIO] SS:

On the 6th day of April, 2022, before me, personally appeared JEFF MORRELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public *Monroe County*
My Commission expires 6/24/24

STATE OF NEW YORK]
COUNTY OF ONTARIO] SS:

On the ____ day of _____, 2022, before me, personally appeared DOUGLAS E. FINCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule "A"

February 9, 2022

Legal Description Temporary Trail & Public Access Easement TE-2 Town of Canandaigua, County of Ontario

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 36, Township 9, Range 3 of The Phelps Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing to be filed in the Ontario County Clerk's office, entitled "Final Section 1 Plans for Pierce Brook Subdivision, Subdivision Plan (sheet 2 of 2)" prepared by Marathon Engineering, having project number 1022-19, drawing number C2.1, last revised February 7, 2022, and being more particularly bounded and described as follows:

Beginning at a point on the easterly Right-of-Way line of Pierce Brook Trail, said point being at the end of Section 1; thence

1. N 09° 51' 23" W, a distance of 49.94 feet to a point; thence
2. N 47° 46' 33" E, a distance of 121.93 feet to a point; thence
3. N 44° 21' 10" E, a distance of 184.03 feet to a point; thence
4. S 15° 47' 25" E, a distance of 565.55 feet to a point; thence
5. S 01° 57' 11" W, a distance of 310.03 feet to a point; thence
6. S 77° 01' 49" W, a distance of 654.99 feet to a point; thence
7. N 62° 46' 27" E, a distance of 424.55 feet to a point; thence
8. N 26° 42' 34" W, a distance of 438.47 feet to a point; thence
9. N 33° 11' 40" E, a distance of 124.66 feet to a point; thence
10. N 36° 43' 14" E, a distance of 60.00 feet to the point or place of beginning.

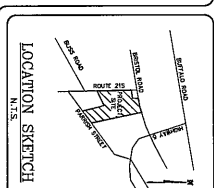
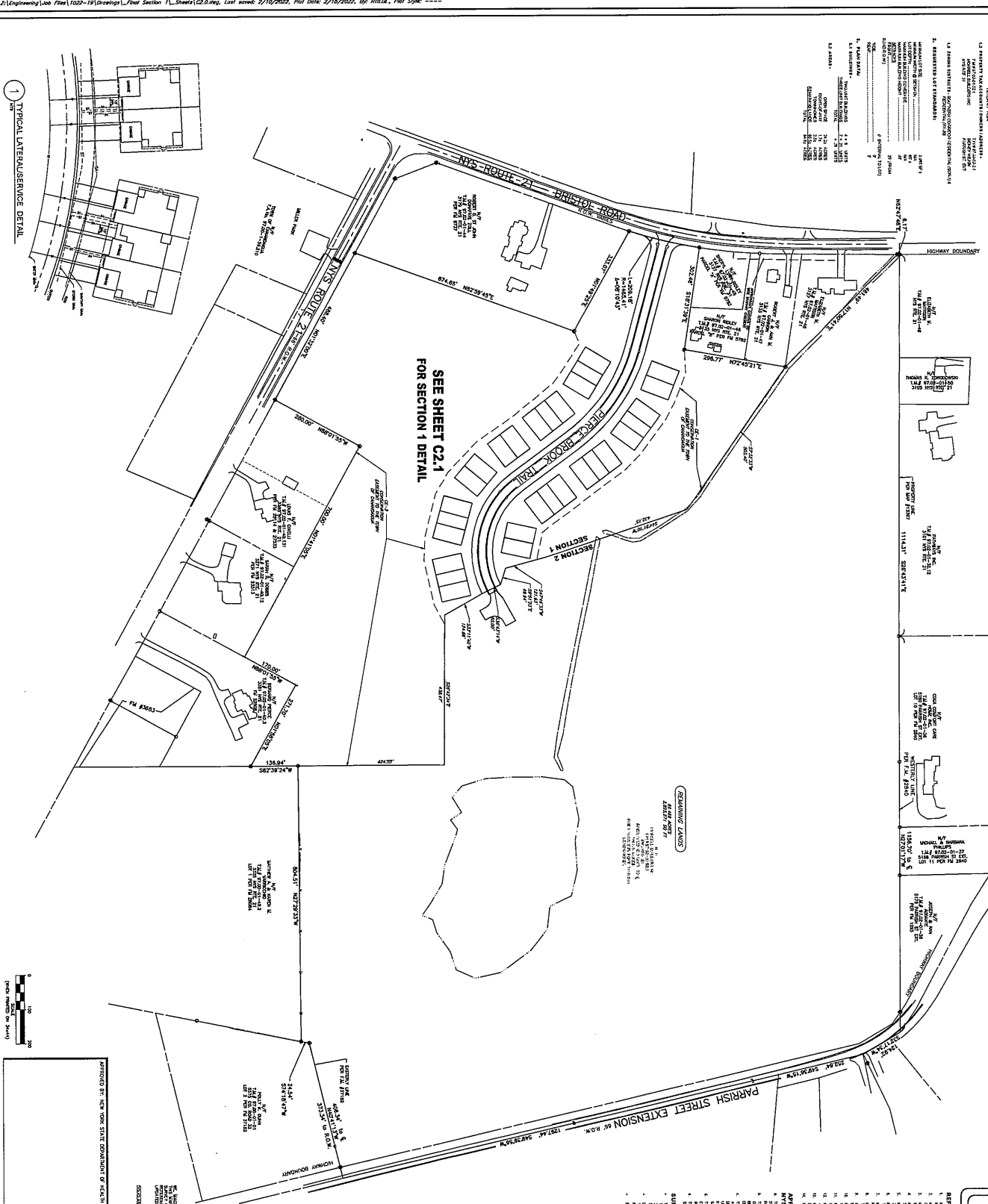
Intending to describe a temporary easement for the purposes of public trail access and use.

LEGEND
--- EXISTING PROPERTY LINE
--- PROPOSED PROPERTY LINE
--- EXISTING EASEMENT
--- PROPOSED EASEMENT
--- EXISTING ROAD
--- PROPOSED ROAD

NOTE
1. THE PROPERTY LINES SHOWN ON THIS MAP ARE BASED ON A SURVEY CONDUCTED BY THE SURVEYOR AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

GENERAL PROJECT INFORMATION

- 1. PROJECT NAME: PIERCE BROOK SUBDIVISION
- 2. PROJECT LOCATION: TOWN OF CANANDAIGUA, STATE OF NEW YORK
- 3. PROJECT OWNER: MARATHON REAL ESTATE DEVELOPMENT, INC.
- 4. PROJECT ENGINEER: JAMES J. HARRIS, P.E.
- 5. PROJECT DATE: 2/10/2022
- 6. PROJECT SCALE: 1" = 100'
- 7. PROJECT SHEET: 1 OF 2
- 8. PROJECT DRAWN BY: JAMES J. HARRIS
- 9. PROJECT CHECKED BY: JAMES J. HARRIS
- 10. PROJECT APPROVED BY: JAMES J. HARRIS



- REFERENCES:
1. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-1-52.1, T.A. NO. 97.02-1-52.1, STATE OF NEW YORK, 2/10/2022.
 2. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-2-1, T.A. NO. 97.02-2-1, STATE OF NEW YORK, 2/10/2022.
 3. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-3-1, T.A. NO. 97.02-3-1, STATE OF NEW YORK, 2/10/2022.
 4. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-4-1, T.A. NO. 97.02-4-1, STATE OF NEW YORK, 2/10/2022.
 5. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-5-1, T.A. NO. 97.02-5-1, STATE OF NEW YORK, 2/10/2022.
 6. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-6-1, T.A. NO. 97.02-6-1, STATE OF NEW YORK, 2/10/2022.
 7. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-7-1, T.A. NO. 97.02-7-1, STATE OF NEW YORK, 2/10/2022.
 8. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-8-1, T.A. NO. 97.02-8-1, STATE OF NEW YORK, 2/10/2022.
 9. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-9-1, T.A. NO. 97.02-9-1, STATE OF NEW YORK, 2/10/2022.
 10. MARATHON REAL ESTATE DEVELOPMENT, INC. SUBDIVISION MAP NO. 97.02-10-1, T.A. NO. 97.02-10-1, STATE OF NEW YORK, 2/10/2022.

SURVEY NOTES:

1. THE SURVEY WAS CONDUCTED ON 2/10/2022.
2. THE SURVEY WAS CONDUCTED BY JAMES J. HARRIS, P.E.
3. THE SURVEY WAS CONDUCTED AT A SCALE OF 1" = 100'.
4. THE SURVEY WAS CONDUCTED AT A TIME OF DAY WHEN THE WEATHER WAS CLEAR AND THE GROUND WAS DRY.
5. THE SURVEY WAS CONDUCTED AT A LOCATION WHERE THERE WERE NO OBSTACLES TO THE SURVEY.
6. THE SURVEY WAS CONDUCTED AT A LOCATION WHERE THERE WERE NO OBSTACLES TO THE SURVEY.
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FINAL SECTION 1 PLANS
for
PIERCE BROOK SUBDIVISION

STATE ROUTE 21 SOUTH, T.A. NO. 97.02-1-52.1
PARISH STREET EXTENSION, T.A. NO. 97.00-2-2.1
PART OF LOT 36, TOWNSHIP 9, RANGE 3 OF THE PHELPS & GORHAM PURCHASE
TOWN OF CANANDAIGUA ONTARIO COUNTY STATE OF NEW YORK

DATE: 2/10/2022	DATE: 2/10/2022
DRAWN: JPH	DRAWN: JPH
DESIGNED: N/J	DESIGNED: N/J
REVISIONS: 1/1/2021	REVISIONS: 1/1/2021
DATE: 2/10/2022	DATE: 2/10/2022
BY: JPH	BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.	FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.
PROJECT: PIERCE BROOK SUBDIVISION	PROJECT: PIERCE BROOK SUBDIVISION
DATE: 2/10/2022	DATE: 2/10/2022
BY: JPH	BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.	FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.
PROJECT: PIERCE BROOK SUBDIVISION	PROJECT: PIERCE BROOK SUBDIVISION

DRAWN BY: JPH
DATE: 2/10/2022
PROJECT: PIERCE BROOK SUBDIVISION

DATE: 2/10/2022
BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.

PROJECT: PIERCE BROOK SUBDIVISION

DATE: 2/10/2022
BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.

PROJECT: PIERCE BROOK SUBDIVISION

DATE: 2/10/2022
BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.

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PROJECT: PIERCE BROOK SUBDIVISION

DATE: 2/10/2022
BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.

PROJECT: PIERCE BROOK SUBDIVISION

DATE: 2/10/2022
BY: JPH
FOR: MARATHON REAL ESTATE DEVELOPMENT, INC.

PROJECT: PIERCE BROOK SUBDIVISION

