

**Canandaigua Town Board
Meeting Agenda for
August 21, 2023
6:00pm – Onnalinda Room**

- Call To Order and Pledge of Allegiance
 - Pledge led by Councilperson Adeline Rudolph
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence – Attachment 1
 - Email
- Privilege of the Floor
- Priority Business
- Presentations
 - Doug Merrill and Ellen Polimeni for the Canandaigua Lake Watershed Association;
 - Onanda Park Upland Presentation by MRB Group, Tom Fromberger;
 - German Brothers Marina – Peter Bru, Incentive Zoning Request;

Continued Public Hearings:

- None

New Public Hearings:

- Public Hearing on a local law to override the tax levy limit.
Pertains to Resolution 2023-197

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

ZOOM MEETING INFORMATION:

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

https://us02web.zoom.us/join/92PBu15q7_hCirh9kEvA6VV

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

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

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

➤ Reports of Committees, Boards and Commissions (as needed) - Attachment 3

A. Town Board Committees

- a. Finance – Chairperson Adeline Rudolph / Vice Chairperson David Sauter
- b. Planning & Public Works – Chairperson Terry Fennelly / Chairperson John Casey Vice Chairperson John Casey
- c. Ordinance – Chairperson John Casey / Vice Chairperson Adeline Rudolph
- d. Economic Development – Chairperson David Sauter / Vice Chairperson Jared Simpson

B. Planning Board - Chairperson Oyler

C. Zoning Board of Appeals – Chairperson Sahler

D. Environmental Conservation Board

E. Citizens' Implementation Committee

F. Parks & Recreation Committee - Chairperson MacNeil

G. Special Events Committee - Chairperson Fuller

H. Agriculture Committee - Chairperson DiCarlo

I. Cemetery Committee – Chairperson Karen DeMay

J. Project Teams (quarterly only)

- a. Affordable Housing & Transportation Project Team
- b. Conservation Easement Project Team – Chairperson Sarah Reynolds
- c. Local History Project Team
- d. Tree Team – Chairperson Dennis Brewer

➤ Privilege of the Floor

➤ Resolutions and Motions

Continued Resolutions:

None

New Resolutions:

FINANCE

- Resolution No. 2023 – 191: Acceptance of the Monthly Financial Reports (Attachment 2)
- Resolution No. 2023 – 192: Acknowledgement and Authorization of Budget Transfers by Town (Attachment 4)
- Resolution No. 2023 – 193: Authorizing Budget Transfer for Canandaigua Consolidated Water District (SW500) Relative to Services & Maintenance
- Resolution No. 2023 – 194: Authorizing Budget Transfer to H33 ARPA/CR 28 Sewer Upgrades from General Fund
- Resolution No. 2023 – 195: Authorizing Budget Transfer to H38 Complete Streets from Highway Fund

- Resolution No. 2023 - 196: Authorization of Purchase of Land by the Town of Canandaigua, Setting a Public Hearing on the Use of Open Space Funds (Attachment 5)
- Resolution No. 2023 – 197: Adoption of a Local Law to Override the Tax Levy Limit (Attachment 6)
- Resolution No. 2023 - 198: Setting a Public Hearing on the Use of Open Space Reserve Funds for the Acquisition of Real Property to Protect Open Space and Expand Onanda Park Uplands

PLANNING / PUBLIC WORKS

- Resolution No. 2023 - 199: Authorization for Town Manager to Execute Agreement with MRB Group to Complete a Study on the Construction of a New Court Facility (Attach 7)
- Resolution No. 2023 – 200: Authorization for Highway Superintendent to Complete a Phase 1A/1B Study for a New Road off of Purdy Road (Attachment 8)
- Resolution No. 2023 – 201: Maintenance Bond Acceptance for Pierce Brook Subdivision Section 1 (Tax Map #97.02-1-52.100 & 97.00-2-2.100) (Attachment 9)
- Resolution No. 2023 – 202: Pierce Brook Subdivision, Section 1 Acceptance of Dedication of Roadway (Pierce Brook Trail), Authorization for Town Clerk to File Necessary Documents at Ontario County Clerk's Office (Attachment 10)
- Resolution No. 2023 – 203: Maintenance Bond Acceptance for Lakewood Meadows Section 9D (Tax Map #112.19-1-500.100) (Attachment 11)
- Resolution No. 2023 – 204: Lakewood Meadows Subdivision, Section 9D Acceptance of Dedication of Roadway (Arbour Hill Drive), Authorization for Town Clerk to File Necessary Documents at Ontario County Clerk's Office (Attachment 12)
- Resolution No. 2023 – 205: Accepting Quote for the Quailbush Watermain Replacement Project (Attachment 13)

ORDINANCE

- Resolution No. 2023 - 206: Town Board Update to the Town's Site Design Criteria (Attachment 14)
- Resolution No. 2023 - 207: Setting a Public Hearing on a Petition to Amend the Zoning Code of the Town of Canandaigua for 2907 West Lake Road, Canandaigua from Residential Lake District (RLD) to Incentive Zoning (IZ) (Attachment 15)

ECONOMIC DEVELOPMENT / GENERAL

- Resolution No. 2023 - 208: Town Board Appreciation for Storm Response on July 9, 2023
- Resolution No. 2023 - 209: Supporting a Joint Meeting to Discuss Sucker Brook Water Quality Improvement Projects and Inter-municipal Agreement (Attachment 16)
- Resolution No. 2023 - 210: Accepting the Resignation of Deputy Town Clerk, Rebecca Doyle
- Resolution No. 2023-211: Authorization for Town Manager to Execute Employment Agreement with Water Superintendent (Attachment 17)

- Resolution No. 2023 - 212: Authorization for Town Manager to Execute Employment Agreement with Code Enforcement Officer, Michael Murphy (Attachment 18)
- Resolution No. 2023 - 213: Authorization for Town Manager to Execute Employment Agreement with Sarah Reynolds, Part-Time Town Planner (Attachment 19)
- Resolution No. 2023 - 214: Authorization for Town Manager to Execute Employment Agreement with Lindsay Frarey as Human Resources and Payroll Coordinator, and Part-Time Director of Parks and Recreation (Attachment 20)
- Resolution No. 2023 - 215: Resolution Authorizing the Town Manager to Execute Employment Agreement with Assessor, Michelle Rowlinson (Attachment 21)
- Resolution No. 2023 - 216: Appointment of Seasonal Employees
- Resolution No. 2023: 217 Accepting the Resignation of Motor Equipment Operator
- Resolution No. 2023: 218 Accepting the Resignation of Transfer Station Operator
- Resolution No. 2023 - 219: Appointment of Motor Equipment Operators
- Resolution No. 2023: 220 Appointment of Transfer Station Operator
- Resolution No. 2023 - 221: Update to the Town of Canandaigua's Organizational Chart (Attachment 22)
- Resolution No. 2023 – 222: Authorizing Issuance of Facility Alcoholic Beverage Permit to Sean C. Rothermel (Attachment 23)
- Resolution No. 2023 – 223: Acknowledgement of the Citizens' Implementation Committee (CIC), Conclusion of the CIC, and Transfer of Responsibilities
- Resolution No. 2023 – 224: Acknowledgement and Disbandment of the Affordable Housing Project Team
- Resolution No. 2023 – 225: Acknowledgement and Disbandment of the Gateway Sign Project Team
- Resolution No. 2023 – 226: Authorizing Town Manager to Execute Agreement with Ellison Conservation for Cemetery Headstone Repairs (Attachment 24)
- Resolution No. 2023 – 227: Authorization for Town Manager to Execute Agreement with MRB Group to Conduct NEPA Requirements as a Result of July 9, 2023, Flooding FEMA (Attachment 25)
- Resolution No. 2023-228: Accepting the Resignation of Transfer Station Operator
- Resolution No. 2023 – 229: Acceptance of Soil Erosion Control Sureties (Attachment 26)

RESOLUTION NO. 2023 – 191: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS

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

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

WHEREAS, the Town Supervisor has provided the Town Board with hard copies and electronic copies of this month's 2023 Monthly Revenue/Expense Control Report, the Highway/Water Department Overtime Report and All Department Overtime Report; and

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

Attachment 2

RESOLUTION NO. 2023 – 192: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN MANAGER

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

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

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

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

Attachment 4

RESOLUTION NO. 2023 – 193: AUTHORIZING BUDGET TRANSFER CANANDAIGUA CONSOLIDATED WATER DISTRICT (500) RELATIVE TO SERVICES & MAINTENANCE

WHEREAS, the Town of Canandaigua Highway & Water Superintendent and the Finance Clerk II have reviewed the current budget for the Canandaigua Consolidated Water District (SW500), specifically the Services and Maintenance expense line (SW500.8340.450.00000); and

WHEREAS, upon review of the current budget, this expense line is close to exceeding the budgeted amount due to higher than anticipated service and maintenance costs; and

WHEREAS, the Town of Canandaigua Highway & Water Superintendent and Finance Clerk II are recommending the following budget transfer:

Decrease:

SW500.8397.200.00000	Water Cap Projects.Cap Equipment.CCWD	\$20,000
SW5008397.400.00000	Water Cap Projects.Contractual.CCWD	\$20,000

Increase:

SW500.8340.440.00000	Services & Maintenance.CCWD	\$40,000; and
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THEREFORE, BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the Canandaigua Consolidated Water District budget transfer as detailed above and directs the Town Manager and Finance Clerk II to enter this transfer in the 2023 town budget; and

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

RESOLUTION NO. 2023 – 194: AUTHORIZING BUDGET TRANSFER TO H33 ARPA/CR 28 SEWER UPGRADES FROM GENERAL FUND

WHEREAS, the Town of Canandaigua 2023 Adopted Town Budget includes funds Sewer Engineering expenditures including \$12,000 for CR 28 Sewer Engineering expenditures in the expense line AA100.1440.406.00000; and

WHEREAS, Resolution No. 2021-191 created multi-year Capital Project H33 that contains an expense line for Engineering.Capital.ARP.CR 28 Sewer, HH100.1440.215.00033; and

WHEREAS, the Town Manager and Finance Clerk II are recommending a budget transfer of \$12,000 from General fund AA100.1440.406.0000 (Engineering.Sewers) to Capital Project expense HH100.1440.215.00033 (Engineering.Capital.ARP.CR 28 Sewer); and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the Town Manger to make the following adjustments to Capital Project No. 33 for proper accounting of revenues and expenses separate from the Town’s annual budget:

REVENUE:

HH100.5031.00033	Interfund Transfer.ARP	\$12,000
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EXPENDITURE:

HH100.1440.215.00033	Engineering.Capital.ARP.CR 28 Sewer	\$12,000
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BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Manager to enter a budget adjustment to the 2023 Adopted Town Budget as follows:

DECREASE:

AA100.1440.406.00000	Engineering.Sewers	\$12,000
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INCREASE:

AA100.9950.900.00000	Interfund Transfer.Capital Project	\$12,000
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BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager and Finance Clerk II.

RESOLUTION NO. 2023 – 195: AUTHORIZING BUDGET TRANSFER TO H38 COMPLETE STREETS FROM HIGHWAY FUND

WHEREAS, the Town of Canandaigua 2023 Adopted Town Budget includes funds for Highway Engineering Contractual expenditures including \$25,000 for Complete Streets Engineering as detailed in the expense line DA100.1440.400.00000; and

WHEREAS, Resolution No. 2022-247 created multi-year Capital Project H38 that contains an expense line for Engineering.Capital.Complete Streets, HH100.1440.200.00038; and

WHEREAS, the Town Manager and Finance Clerk II are recommending a budget transfer of \$25,000 from Highway fund DA100.1440.400.0000 (Highway.Engineering.Cont) to Capital Project expense HH100.1440.200.00038 (Highway.Capital.Complete Streets); and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby authorizes the Town Manger to make the following adjustments to Capital Project No. 38 for proper accounting of revenues and expenses separate from the Town’s annual budget:

REVENUE:

HH100.5031.00038	Interfund Transfer.Complete Streets	\$25,000
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EXPENDITURE:

HH100.1440.200.00038	Engineering.Capital.Complete Streets	\$25,000
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BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Manager to enter a budget adjustment to the 2023 Adopted Town Budget as follows:

DECREASE:

DA100.1440.400.00000	Hwy.Engineering.Contractual	\$25,000
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INCREASE:

DA100.9950.900.00000	Interfund Transfer.Capital Project	\$25,000
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BE IT FINALLY RESOLVED, the Town Clerk shall provide a copy of this resolution to the Town Manager and Finance Clerk II.

RESOLUTION NO.2023 – 196 : AUTHORIZATION OF PURCHASE OF LAND BY THE TOWN OF CANANDAIGUA, SETTING A PUBLIC HEARING ON THE USE OF OPEN SPACE FUNDS

WHEREAS, the Town of Canandaigua has identified a real property opportunity known as “Portion of Tax Map# 13900-1-24.110” located in the County of Ontario, State of New York, City of Canandaigua, with an approximate lot size of 12.98 acres plus an easement of 1,943 feet by 20 feet, and rights associated with the property (the “Property”); and

WHEREAS, the Town of Canandaigua acknowledges that this real property presents a valuable potential asset for the community’s future development and enhancement of recreational opportunities; and

WHEREAS, the Town Board of the Town of Canandaigua recognizes the importance of acquiring and securing the Property for the benefit of the town and its residents; and

WHEREAS, the Town Board has carefully reviewed the purchase agreement, which includes all necessary terms and conditions to effectuate the purchase of the Property; and

WHEREAS, the Town Board is aware that the Purchase Price for the Property is set at \$305,000, payable in U.S. Dollars as specified in the executed Purchase and Sale Contract for Lots and Vacant Land; and

WHEREAS, the Town Board intends to fund the purchase of the open space, gully, and vacant land through use of open space funds as well as grant money through the Canandaigua Lake Watershed Council, the NYS DEC, and the State of New York water quality protection programs; and

WHEREAS, the Town Board is further informed that there is a Land Use Agreement between the Town of Canandaigua and the Seller, William A. Bernatovich and Kathleen A. Bernatovich, that has been reviewed and considered, and that outlines the respective rights and responsibilities of both parties concerning the use and development of the Property; and

WHEREAS, the Town Board has been made aware that the sale of the Property includes a Right of First Refusal for the Town of Canandaigua, which grants the Town the exclusive option to purchase approximately 20 acres of the parcel identified as the area north of the gully adjacent to Onanda Park, should the Seller decide to sell such portion of the Property at any time in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby authorizes the Town Manager or Town Supervisor to proceed with the purchase of the Property from William A. Bernatovich and Kathleen A. Bernatovich, subject to the terms and conditions outlined in the executed Purchase and Sale Contract for Lots and Vacant Land, including any addenda referenced therein, and the Land Use Agreement between the Town of Canandaigua and the Seller; and

BE IT FURTHER RESOLVED, that the Town Manager or Town Supervisor is authorized to execute all necessary documents and agreements to effectuate the purchase of the Property on behalf of the Town of Canandaigua; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to make a budget transfer in the amount of \$305,000 from General Fund Assigned Fund Balance to AA100.1940.200, Purchase of Land; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to make a budget transfer in the amount of \$18,000 from General Fund Assigned Fund Balance to AA100.1940.400, Purchase of Land for the lot line adjustment with Onanda Park; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby set a public hearing on the use of Open Space Reserve Funds for September 18, 2023, at 6:00pm at the Town Hall of the Town of Canandaigua, 5440 SR520W, Canandaigua, NY 14424 and does hereby direct the Town Clerk to notice such public hearing; and

BE IT FURTHER RESOLVED, that the Town Board extends its appreciation to all parties involved in making this real property acquisition possible, and to the residents of the Town of Canandaigua for their continued support and trust in the Town Board's efforts to enhance the community's recreational and cultural opportunities; and

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

Attachment # 5

RESOLUTION NO. 2023 – 197: ADOPTION OF A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering the adoption of a Local Law that would override the tax levy limit established in General Municipal Law 3-c; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on August 21, 2023; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to adopt said Local Law in order to preserve all options for the Town Board when the Town Board undertakes its review of the 2023 municipal budget; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2023; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2023 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York and the Town Manager / Budget Officer.

RESOLUTION NO.2023 – 198: SETTING A PUBLIC HEARING ON THE USE OF OPEN SPACE RESERVE FUNDS FOR THE ACQUISITION OF REAL PROPERTY TO PROTECT OPEN SPACE AND EXPAND ONANDA PARK UPLANDS

WHEREAS, the Town of Canandaigua recognizes the importance of preserving open space, protecting water quality, and enhancing recreational opportunities for its residents and visitors; and

WHEREAS, the Town of Canandaigua has established an Open Space Reserve Fund for the purpose of acquiring and preserving real property for open space, recreation, and water quality protection; and

WHEREAS, there is an opportunity for the acquisition of real property to protect Open Space, expand Onanda Park, provide access to trails, and protect water quality within the Town; and

WHEREAS, the Town intends to use funds from the Open Space Reserve Fund to finance the acquisition of real property for the purposes mentioned above; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua sets a public hearing on the use of Open Space Reserve Fund monies for the purchase of real property to protect for the preservation of open space including land acquisition including for the expansion of Onanda Park, access to trails, and protection of water quality; and

BE IT FURTHER RESOLVED that the public hearing will be held on September 18, 2023, at 6:00pm at the Canandaigua Town Hall, located at 5440 NYS Route 5&20W, Canandaigua, NY 14424; and

BE IT FURTHER RESOLVED that the public hearing will be conducted during a meeting of the Canandaigua Town Board, and

BE IT FURTHER RESOLVED it is the intent to transfer approximately \$600,000 from the Open Space Reserve Fund to the Town's general fund to facilitate the acquisition of real property for open space preservation, subject to permissive referendum; and

BE IT FINALLY RESOLVED that the Town Clerk is directed to give public notice of the public hearing in accordance with all applicable laws and regulations.

RESOLUTION NO.2023 – 199: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT WITH MRB GROUP TO COMPLETE A STUDY ON THE CONSTRUCTION OF A NEW COURT FACILITY

WHEREAS, the Town of Canandaigua has identified the need to update and expand the concept level information for a new Town Court building and assess the potential expansion/renovation of the existing Town Hall; and

WHEREAS, in 2015, MRB Group prepared initial concept plans and a building program for a potential Town Hall expansion and/or new Town Court building; and

WHEREAS, the Town Board now desires to proceed with the development of a new space needs assessment, building program, concept site plans, and floor plans for a new Town Court building, as well as the impact that relocating the court from the Town Hall would have on Town Hall operations and spaces; and

WHEREAS, MRB Group has presented a proposal for professional services to undertake this planning effort, including architectural design work and civil engineering design support;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby authorizes the Town Manager to execute an agreement with MRB Group for the provision of professional services to update and expand the concept level information for a new Town Court building and assess the potential expansion/renovation of the existing Town Hall, as detailed in MRB Group's proposal; and

BE IT FURTHER RESOLVED, that the scope of services to be provided by MRB Group under this agreement shall include, but not be limited to:

1. Attending up to three (3) meetings to review the original information, gather updated needs, and review project progress.
2. Preparing a written space program detailing the project needs, space sizes, capacities, and quantities.
3. Reviewing and applying the current court standards as published by the NYS Unified Court Systems.
4. Preparing an initial building code review for the new Court building.
5. Preparing concept site and floor plans for review and comment and updating based on feedback from the Town leadership.
6. Preparing a concept exterior design and rendering.
7. Preparing a construction cost estimate appropriate to the level of design.

BE IT FURTHER RESOLVED, that the total compensation for MRB Group's services under this agreement shall be \$22,500.00, subject to MRB Group's Standard Terms and Conditions as attached to the agreement; and

BE IT FURTHER RESOLVED, that any additional services beyond the scope of the proposed agreement, including structural and MEP engineering design and attendance at additional meetings, shall be provided on a personnel time-charge basis, subject to the Town's authorization; 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 Town Engineer.

Attachment 7

RESOLUTION NO.2023 – 200: AUTHORIZATION FOR HIGHWAY SUPERINTENDENT TO COMPLETE A PHASE1A/1B STUDY FOR NEW ROAD OFF OF PURDY ROAD

WHEREAS, the Town of Canandaigua is undertaking the proposed Purdy Road Water Transmission Main Extension project, which requires a Phase 1A/1B Cultural Resource Investigation; and

WHEREAS, the Town recognizes the importance of conducting the necessary cultural resource investigation to assess the potential impact of the project on archaeological sites and historic properties; and

WHEREAS, MRB Group and Deuel Archaeology have submitted a proposal for the Phase 1A/1B Cultural Resource Investigation, which includes environmental review, historical research, field investigation, artifact analysis, and report submission; and

WHEREAS, the Town of Canandaigua and the Town of Farmington, both equally invested in the project, have agreed to share the costs of the Phase 1A/1B Cultural Resource Investigation equally;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby authorizes the Highway Superintendent to hire MRB Group and Deuel Archaeology to conduct the Phase 1A/1B Cultural Resource Investigation for the proposed Town of Canandaigua Purdy Road Water Transmission Main Extension, in accordance with the scope of services and cost outlined in their proposal;

BE IT FURTHER RESOLVED, that the total cost of \$3,395 for the Phase 1A/1B Cultural Resource Investigation shall be equally shared between the Town of Canandaigua and the Town of Farmington, with each town contributing half of the total cost;

BE IT FURTHER RESOLVED, that the Highway Superintendent is hereby authorized to take all necessary actions to proceed with the Cultural Resource Investigation, including providing notice to proceed to MRB Group and Deuel Archaeology;

BE IT FURTHER RESOLVED, that the Town Clerk is directed to provide a copy of this resolution to MRB Group, Deuel Archaeology, and the Town of Farmington for their reference and implementation.

Attachment 8

RESOLUTION NO. 2023 – 201: MAINTENANCE BOND ACCEPTANCE FOR PIERCE BROOK SUBDIVISION SECTION 1 (TAX MAP #97.02-1-52.100 & 97.00-2-2.100)

WHEREAS, Town of Canandaigua Town Board has requested Maintenance Bond Estimate for Watermain, Storm Drains and Roadway work for Lakewood Meadows Section 9D (Tax Map #97.02-1-52.100 & 97.00-2-2.100), owned by S & J Morrell; and

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

WHEREAS, the Town Engineer (MRB Group) has reviewed the proposed estimates and found them to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a Maintenance Bond in the amount of \$74,559.50 for the purposes of Maintenance of Watermain, Storm Drains and Roadway; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts a Maintenance Bond in the total amount of \$74,559.50 in the form of a Bond.

Attachment 9

RESOLUTION NO. 2023 – 202: PIERCE BROOK SUBDIVISION, SECTION 1
ACCEPTANCE OF DEDICATION OF ROADWAY (PIERCE BROOK TRAIL),
AUTHORIZATION FOR TOWN CLERK TO FILE NECESSARY DOCUMENTS AT ONTARIO
COUNTY CLERK’S OFFICE

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as ‘Town Board’) is considering the acceptance of a dedicated roadway for Section 1 of the Pierce Brook Subdivision; and

WHEREAS, the roadway to be dedicated in Section 1 is Pierce Brook Trail: and

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

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

WHEREAS, the Town Attorney has reviewed the documentation associated with the dedication and has approved the language and documentation presented by MRB Group dated May 30, 2023; and

NOW THEREFORE BE IT RESOLVED, the Town Board does hereby authorize the Town Clerk to file any and all documents to cause to be accepted the roadway (Pierce Brook Trail) at Pierce Brook Subdivision, Section 1.

Attachment 10

RESOLUTION NO. 2023 – 203 : MAINTENANCE BOND ACCEPTANCE FOR LAKEWOOD MEADOWS SECTION 9D (TAX MAP #112.19-1-500.100)

WHEREAS, Town of Canandaigua Town Board has requested Maintenance Bond Estimate for Watermain, Storm Drains and Roadway work for Lakewood Meadows Section 9D (Tax Map #112.19-1-500.100), owned by S & J Morrell; and

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

WHEREAS, the Town Engineer (MRB Group) has reviewed the proposed estimates and found them to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a Maintenance Bond in the amount of \$16,368.90 for the purposes of Maintenance of Watermain, Storm Drains and Roadway; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts a Maintenance Bond in the total amount of \$16,368.90 in the form of a Bond.

Attachment 11

RESOLUTION NO. 2023 – 204 : LAKEWOOD MEADOWS SUBDIVISION, SECTION 9D ACCEPTANCE OF DEDICATION OF ROADWAY (ARBOUR HILL DRIVE), AUTHORIZATION FOR TOWN CLERK TO FILE NECESSARY DOCUMENTS AT ONTARIO COUNTY CLERK'S OFFICE

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') is considering the acceptance of a dedicated roadway for Section 9D of the Lakewood Meadows Subdivision; and

WHEREAS, the roadway to be dedicated in Section 9D is Arbour Hill Drive; and

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

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

WHEREAS, the Town Attorney has reviewed the documentation associated with the dedication and has approved the language and documentation presented by MRB Group dated May 30, 2023; and

NOW THEREFORE BE IT RESOLVED, the Town Board does hereby authorize the Town Clerk to file any and all documents to cause to be accepted the roadway (Arbour Hill Drive) at Lakewood Meadows Section 9D.

Attachment 12

RESOLUTION NO. 2023 – 205: ACCEPTING QUOTE FOR THE QUAILBUSH WATERMAIN REPLACEMENT PROJECT

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has budgeted for the replacement of a two inch water main in the 2023 adopted budget line SW.500.8397.400 for the Quail Bush Subdivision; and

WHEREAS, the Water Superintendent has received two responses to the request for proposals and

WHEREAS, the Water Superintendent received two bids from Vendors and the lowest responsible bidder in accordance with the Town’s Best Value Policy was from Core and Main in the amount of \$31,925.62 and

NOW THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the proposal for the water main materials to replace an existing two-inch water main that is failing in the Quail bush subdivision at a cost not to exceed \$ 31,925.62 to be paid from budget line SW.500.8397.400 and authorizes the Water Superintendent to execute any and all documents associated with the proposal.

Attachment 13

RESOLUTION NO.2023 - 206: TOWN BOARD UPDATE TO THE TOWN’S SITE DESIGN CRITERIA

WHEREAS, the Town of Canandaigua recognizes the need to update and revise the site design and development criteria in order to obtain a certificate of occupancy for new developments and improvements within the Town; and

WHEREAS, the Town Board desires to update the Complete Streets Policy to include specific provisions related to landscaping, road design, roadside ditch piping guidelines, and building permits & certificates of occupancy; and

WHEREAS, the Town intends to enhance the landscaping requirements for any lands developed in the Town of Canandaigua, ensuring the visual impacts are considered and appropriate tree planting and landscaping guidelines are adhered to; and

WHEREAS, the Town Board seeks to outline the guidelines and approvals necessary for drainage piping systems and drainage structures, to ensure proper road maintenance and drainage; and

WHEREAS, the Town of Canandaigua aims to clarify the requirements for building permits and certificates of occupancy, including the establishment of lawn areas, the provision of certified boundary surveys, and the approval process for easements and agreements;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby adopts the updated Site Design and Development Criteria, which includes revisions to the Complete Streets Policy as follows:

1. Landscaping:

- a. Adequate site landscaping may be required for any lands developed in the Town of Canandaigua, including the designation of plant species and locations on the plans.
- b. A landscape plan shall conform to the standards and techniques set forth in the Town Code.
- c. Visual impacts shall be considered when placing plantings within sight distances.
- d. Trees must be planted at least 5 feet from the edge of any easement and shall not have underground utilities within 10 feet of the proposed tree.
- e. All tree plantings shall be a minimum of 2 ½" caliper or as specified in the Town Code.
- f. Any proposed changes in landscaping shall be submitted to the Town of Canandaigua for review and approval, which may require resubmission to the Planning Board for further approval.

2. Roadside Ditch Piping Guidelines:

- a. Roadside ditches shall not be enclosed with drainage piping systems unless expressly approved by the Town of Canandaigua Highway Superintendent or designee.
- b. If roadside ditch piping is approved, the proposed drainage system shall be adequate to pass appropriate design flood in the roadside ditch without adversely impacting Town Road and adjacent property owners.
- c. All drainage piping and structures shall be installed on line and grade with existing upstream and downstream ditch inverts to maintain existing roadside drainage.

3. Building Permit & Certificates of Occupancy:

- a. Prior to issuance of a building permit in a housing development, all infrastructure shall have been installed and dedicated (where applicable), and the site shall be permanently stabilized.

b. Lawn areas shall be seeded and established, and the site stabilized to meet NYSDEC and Town of Canandaigua MS4 requirements prior to issuance of a Certificate of Occupancy, or at the Town's discretion when a suitable surety has been received.

c. A certified boundary survey, including various site features and utilities, shall be provided before issuing a Building Permit.

d. All requirements of the Town of Canandaigua dedication process shall be completed before the issuance of a Building Permit, or at the discretion of the Town of Canandaigua.

e. All street trees shall be of an approved specie or approved equal by the Town Highway & Water Superintendent.

4. Easements & Agreements:

a. All easement descriptions and maps shall be provided to the Town Development Office, reviewed and approved by the Town Engineer and Town Attorney, accepted by the Town Board, and filed with the County Clerk and Town Clerk before issuing permits or dedicating to the Town.

BE IT FURTHER RESOLVED, that the updated Site Design and Development Criteria, including the revisions to the Complete Streets Policy, shall be implemented and enforced by the appropriate Town departments, effective immediately upon the adoption of this resolution.

BE IT FINALLY RESOLVED, the Town Clerk is hereby directed to provide a copy of this resolution to the Town Manager, the Highway and Water Superintendent, and the Town Engineer.

Attachment 14

RESOLUTION NO.2023 - 207 : SETTING A PUBLIC HEARING ON A PETITION TO AMEND THE ZONING CODE OF THE TOWN OF CANANDAIGUA FOR 2907 WEST LAKE ROAD, CANANDAIGUA FROM RESIDENTIAL LAKE DISTRICT (RLD) TO INCENTIVE ZONING (IZ)

WHEREAS, the Town of Canandaigua recognizes the need to meet the demands of a diverse and growing population while simultaneously expanding the offerings of the Town without increasing taxes significantly; and

WHEREAS, the Town's Ordinance Committee proposed amendments to the Incentive Zoning Law, and on November 21, 2022, the Town Board passed Local Law 9 of 2022, granting the Town Board the authority to consider incentive zoning applications from any zoning district in the Town; and

WHEREAS, German Brothers Marina, LLC and 3907 West Lake Road, LLC, represented by Peter Bru as the Managing Member, has submitted an incentive zoning application in the Town's Residential Lake Zoning District (RLD) for the German Brothers Marina, a long-time

pre-existing non-conforming business in the Town, proposing a complete renewal of the marina with various amenities for the public's benefit; and

WHEREAS, the proposed amenities include Safety Access Management, Public Lake Access, Public Small Watercraft Launch Area, Public Boat Slips, Public Parking, Public Access for Trail Connector, Public Restrooms, and Reduced Mooring Area, with an applicant estimated investment of over \$1,681,000; and

WHEREAS, the applicant is requesting several incentives from the Town, including an increase in dwelling unit density, changes in lot area and dimensional requirements, changes of use, and UDML Designation, to support the renewal and modernization of the marina;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua accepts the application submitted by German Brothers Marina, LLC, and 3907 West Lake Road, LLC, for the purpose of petitioning the Town Board to rezone real property at 3907 County Road 16 Canandaigua from Residential Lake District to Incentive Zoning, subject to further consideration and setting of a public hearing in order for the Town Board to hear comments from the public on Monday, September 18, 2023 at 6pm at the Town Hall located at 5440 State Route 5&20W, Canandaigua, NY, 14424, and;

BE IT FURTHER RESOLVED, that the Town Clerk is directed to provide notice of the public hearing in the official newspaper of the Town at least five days prior to the hearing date;

BE IT FURTHER RESOLVED, that the application is referred to the Town of Canandaigua Planning Board for review and comment, and within forty-five (45) days from the date of the Planning Board meeting, the Planning Board shall deliver to the Town Board a written report with its evaluation of the adequacy of the amenities and incentives in relation to the site and adjacent uses and structures;

BE IT FURTHER RESOLVED, that the Town Board is also being referred other governmental agencies, including: the Ontario County Planning Board, the Town of Canandaigua Zoning Board of Appeals, the Town of Canandaigua Environmental Conservation Board, the Ontario County Department of Public Works relative to impact of a County road, the Canandaigua Lake Watershed Council Manager Kevin Olvany, and the Canandaigua Lake Watershed Association, for review and comment;

BE IT FURTHER RESOLVED, that upon receiving the reports and comments from the Planning Board and any other comments from other governmental agencies received, the Town Board shall review the application for preliminary evaluation;

BE IT FURTHER RESOLVED, that the Town Board may impose conditions on the approval and request any additional information from the applicant necessary for a thorough evaluation of the proposal;

BE IT FURTHER RESOLVED, that the Town Board may direct the Town Manager or Town Attorney to prepare a local law for consideration by the Town Board to rezone the parcel(s);

BE IT FURTHER RESOLVED, that the Town Board shall comply with all applicable requirements of the State Environmental Quality Review (SEQR) regulations as part of the review and hearing process;

BE IT FINALLY RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the applicant, Town Manager, Town Planning Board, Town Zoning Board, Town Environmental Conservation Board, Canandaigua Lake Watershed Council, and Canandaigua Lake Watershed Association.

Attachment 15

RESOLUTION NO.2023 - : TOWN BOARD APPRECIATION FOR STORM RESPONSE ON JULY 9, 2023

WHEREAS, on July 9, 2023, the Town of Canandaigua experienced an unprecedented and severe storm event, resulting in significant flash flooding and damage to public and private properties; and

WHEREAS, during this challenging time, the Town of Canandaigua witnessed remarkable dedication, courage, and commitment from various entities and individuals in response to the storm event; and

WHEREAS, the Cheshire Volunteer Fire Department, the City of Canandaigua Fire Department, and first responders from neighboring jurisdictions displayed extraordinary bravery and professionalism in their emergency response efforts, working tirelessly to ensure the safety and well-being of our community members; and

WHEREAS, the employees of the Town of Canandaigua demonstrated exemplary dedication by actively engaging in response efforts during the event and immediately following, swiftly addressing safety concerns, and working tirelessly to restore normalcy in our town; and

WHEREAS, their exceptional efforts, quick thinking, and selfless actions played a crucial role in mitigating the impacts of the storm and providing vital assistance to those affected; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua expresses its profound gratitude and appreciation to the Cheshire Volunteer Fire Department, the City of Canandaigua Fire Department, and all first responders from neighboring jurisdictions for their unwavering commitment to safeguarding our community during the storm event.

BE IT FURTHER RESOLVED, that the Town Board of the Town of Canandaigua extends its heartfelt thanks to all the employees of the Town of Canandaigua for their dedication, hard work, and resilience during and after the storm event, ensuring the safety and well-being of our residents and swiftly addressing safety matters.

BE IT FURTHER RESOLVED, that the Town Board of the Town of Canandaigua acknowledges the collective efforts of all those involved in the storm response, and commends their professionalism, dedication, and teamwork during this challenging time.

RESOLUTION NO.2023 - 209: SUPPORTING A JOINT MEETING TO DISCUSS SUCKER BROOK WATER QUALITY IMPROVEMENT PROJECTS AND INTERMUNICIPAL AGREEMENT

WHEREAS, the Town of Canandaigua and the City of Canandaigua share the common goal of improving water quality within the Sucker Brook Watershed thus protecting Canandaigua Lake and homes along Sucker Brook; and

WHEREAS, a historic rain event on July 9th, as reported by the National Weather Service, resulted in severe flash flooding in the Canandaigua area, causing significant damage to properties and underscoring the need for effective water quality improvement projects; and

WHEREAS, approximately 200 homes or properties in the City and Town of Canandaigua were impacted by flooding, further highlighting the urgency of addressing water quality issues within the Sucker Brook Watershed; and

WHEREAS, the Town and City of Canandaigua have a history of successful collaboration to enhance water quality and mitigate flooding within the Sucker Brook Watershed; and

WHEREAS, the City Council has expressed interest in forming a joint path forward with the Town Board to assess existing analyses and reports and conduct further studies to identify projects that can effectively improve water quality and mitigate flooding; and

WHEREAS, this joint meeting aims to explore the creation of an updated intermunicipal agreement to address the development and implementation of water quality improvement projects within the Sucker Brook Watershed; and

WHEREAS, Kevin Olvany, the Canandaigua Lake Watershed Council Manager, has provided invaluable expertise by mapping eight proposed water quality improvement projects and identifying potential funding sources for these projects; and

WHEREAS, these water quality improvement projects may require land acquisition or easements from private landowners, and their willingness to cooperate is essential for the success of these projects; and

WHEREAS, public input is vital in the decision-making process, and public informational meetings will be organized to gather valuable feedback and suggestions from the community; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Canandaigua wholeheartedly supports the joint meeting of the City Council and the Town Board to discuss and collaborate on water quality improvement projects within the Sucker Brook Watershed. The Town Board recognizes the importance of these projects and the need for an updated intermunicipal agreement to facilitate their creation and implementation.

BE IT FURTHER RESOLVED, that the Town Board of the Town of Canandaigua expresses its gratitude to Kevin Olvany for his outstanding work and expertise as the Canandaigua Lake Watershed Council Manager, and acknowledges his invaluable contribution to mapping the proposed water quality improvement projects and identifying potential funding sources.

BE IT FURTHER RESOLVED, that the Town Board of the Town of Canandaigua looks forward to the joint meeting on September 20, 2023 at 6:00pm at the Canandaigua Town Hall and commits to actively engaging in discussions, exploration of funding sources, and working towards the successful implementation of these water quality improvement projects to enhance the overall health and well-being of the Sucker Brook Watershed and its community.

BE IT FINALLY RESOLVED, the Town Board directs the Town Clerk to provide a copy of this resolution to the Mayor of the City of Canandaigua, the Town Supervisor of the Town of Canandaigua, the Canandaigua Lake Watershed Council Manager, the City Manager of the City of Canandaigua, and the Town Manager of the Town of Canandaigua.

Attachment 16

RESOLUTION NO. 2023 - 210: ACCEPTING THE RESIGNATION OF DEPUTY TOWN CLERK REBECA DOYLE

WHEREAS, after serving the Town of Canandaigua for more than 5 years, Rebeca Doyle, Deputy Town Clerk, tendered her resignation effective August 4, 2023; and

WHEREAS, Rebeca has served as a dedicated and loyal public servant as the part-time and full-time Deputy Town Clerk and Deputy Registrar of Vital Statistics since July 2018; and

WHEREAS, Rebeca has played an essential role in implementing the conversion of Town paper records into our digital storage software (Laserfiche), processing of quarterly water bill payments, park reservations, served on the Town's Special Events Committee, assisted with tax payment collection, and providing extra services to the Town residents by being flexible in her time working for the Town by wrapping her arms around working the late shift on Wednesday afternoons; and

WHEREAS, Rebeca's co-workers describe her as funny, hardworking, helpful, assertive, salty, stylish, a fashionista, a sassy lady, having a great sense of humor, having a good work ethic, a mentor, takes pride in her responsibilities, serious, wanting to do her job the right way, and a friend; and

WHEREAS, Rebeca's characteristics will be greatly missed by Town Clerk Jean Chrisman, Deputy Town Clerk Heather Cross, Deputy Town Clerk Crystelyn Laske, Deputy Town Clerk Samuel Moore, elected officials, her co-workers, and the community for her true dedication to the Town; and

NOW THEREFORE BE IT RESOLVED, Town Clerk Jean Chrisman and the Town Board hereby accepts the resignation of Rebeca Doyle and extends our heartfelt thanks to Rebeca for her years of service and wishes her well in her future endeavors.

RESOLUTION NO.2023 - 211 : AUTHORIZATION FOR TOWN MANAGER TO EXECUTE EMPLOYMENT AGREEMENT WITH WATER SUPERINTENDENT

WHEREAS, the Town of Canandaigua ("Town") is grateful for the devoted services of the Town's appointed Water Superintendent to oversee the maintenance and repair of water facilities in the Town Water Department, Canandaigua Consolidated Water District, and all subsidiary districts, including the Canandaigua Bristol Water District; and

WHEREAS, James Fletcher has served the residents of the community and the Town of Canandaigua in the position of Water Superintendent, and the Town Manager has negotiated an Employment Agreement on behalf of the Town with James Fletcher to secure ongoing services; and

WHEREAS, the Town Board has reviewed and considered the terms and conditions of the Employment Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua, that the Town Manager is hereby authorized to execute the Employment Agreement with James Fletcher on behalf of the Town; and

BE IT FURTHER RESOLVED, that the Town Manager is hereby authorized to take any further actions and execute any additional documents necessary to carry out the terms and conditions of the Employment Agreement; and

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

Attachment 17

RESOLUTION NO.2023 - 212 : AUTHORIZATION FOR TOWN MANAGER TO EXECUTE EMPLOYMENT AGREEMENT WITH CODE ENFORCEMENT OFFICER MICHAEL MURPHY

WHEREAS, the Town of Canandaigua ("Town") is in need of a Code Enforcement Officer to ensure compliance with zoning and land use regulations and to oversee code enforcement activities; and

WHEREAS, Michael Murphy has been selected for the position of Code Enforcement Officer and the Town Manager has negotiated an Employment Agreement on behalf of the Town with Michael Murphy; and

WHEREAS, the Town Board has reviewed and considered the terms and conditions of the Employment Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua, that the Town Manager is hereby authorized to execute the Employment Agreement with Michael Murphy on behalf of the Town, and the agreement shall be in the form substantially as presented to the Town Board; and

BE IT FURTHER RESOLVED, the Town Manager is hereby authorized to take any further actions and execute any additional documents necessary to carry out the terms and conditions of the Employment Agreement; and

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

Attachment 18

RESOLUTION NO.2023 - 213 : AUTHORIZATION FOR TOWN MANAGER TO EXECUTE EMPLOYMENT AGREEMENT WITH SARAH REYNOLDS, PART-TIME TOWN PLANNER

WHEREAS, the Town of Canandaigua recognizes the need for a Part-Time Town Planner to assist in the planning and development activities of the town; and

WHEREAS, Sarah Reynolds possesses the necessary qualifications and experience to fulfill the duties and responsibilities of the Part-Time Town Planner position; and

WHEREAS, it is in the best interest of the Town of Canandaigua to enter into an Employment Agreement with Sarah Reynolds as the Part-Time Town Planner;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua, that:

1. The Town Manager is hereby authorized and directed to enter into an Employment Agreement with Sarah Reynolds as the Part-Time Town Planner, effective August 21, 2023.
2. The Employment Agreement shall outline the terms of employment, including the position's duties, salary, work hours, benefits, confidentiality and non-disclosure requirements, termination procedures, and any other pertinent details.
3. The Town Manager is authorized to execute the Employment Agreement on behalf of the Town of Canandaigua.
4. The Town Manager is further authorized to take any necessary actions and execute any additional documents as may be required to carry out the terms of the Employment Agreement.
5. This resolution shall take effect immediately upon passage.

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide a copy of this resolution to Sarah Reynolds, Town Planner; Douglas Finch, Town Manager, and Lindsay Frarey, Human Resource & Payroll Coordinator.

Attachment 19

RESOLUTION NO.2023 - 214: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE EMPLOYMENT AGREEMENT WITH LINDSAY FRAREY AS HUMAN RESOURCES AND PAYROLL COORDINATOR AND PART-TIME DIRECTOR OF PARKS AND RECREATION

WHEREAS, the Town of Canandaigua has been fortunate to have a qualified and capable individual to serve in the dual capacity of Human Resources and Payroll Coordinator and Director of Parks and Recreation; and

WHEREAS, Lindsay Frarey has been serving in these positions, and the Town Manager has negotiated an Employment Agreement on behalf of the Town with Lindsay Frarey; and

WHEREAS, the Town Board has reviewed and considered the terms and conditions of the Employment Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua, that the Town Manager is hereby authorized to execute the Employment Agreement with Lindsay Frarey on behalf of the Town of Canandaigua; and

BE IT FURTHER RESOLVED, that the Town Manager is hereby authorized to execute any additional documents necessary to carry out the terms and conditions of the Employment Agreement; and

BE IT FINALLY RESOLVED, that the Town Clerk is directed to provide a copy of this resolution and the executed Employment Agreement to Lindsay Frarey, the Town Manager, and Human Resources and Payroll Coordinator.

Attachment 20

RESOLUTION NO.2023 - 215 : RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE EMPLOYMENT AGREEMENT WITH ASSESSOR MICHELLE ROWLINSON

WHEREAS, the Town of Canandaigua (the "Town") has appointed Michelle Rowlinson to the position of Town Assessor; and

WHEREAS, Michelle Rowlinson has accepted the position of Town Assessor, pending the execution of an employment agreement; and

WHEREAS, it is in the best interest of the Town to formalize the terms of employment for Michelle Rowlinson as the Town Assessor;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua does hereby authorize the Town Manager, Douglas Finch, to enter into an employment agreement with Michelle Rowlinson for the position of Town Assessor in accordance with the terms and conditions set forth in the agreement; and

BE IT FURTHER RESOLVED that the employment agreement shall have an effective date of August 1, 2023, and shall extend through September 30, 2025 with an automatic renewal for the next real property assessor term per NYS Real Property, with either party requiring ninety (90) days notice for early termination; and

BE IT FURTHER RESOLVED that the employment agreement shall include a starting salary of \$76,500 per year, effective August 1, 2023, and a potential increase to \$78,795 for the year 2024, dependent on the final completion of courses and certification as a Real Property Assessor by the State of New York; and

BE IT FURTHER RESOLVED that the Town Manager is hereby directed to execute all necessary documents, including the employment agreement, on behalf of the Town; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby directed to provide a certified copy of this resolution to the Town Manager, Michelle Rowlinson, and the Town's Human Resources and Payroll Coordinator.

Attachment 21

RESOLUTION NO. 2023 – 216: APPOINTMENT OF SEASONAL EMPLOYEES

WHEREAS, the Human Resources and Payroll Coordinator is recommending the appointment of the following individuals for summer staff at our Parks; and

WHEREAS, the proposed hourly rate for each positions is identified in the following table:

Grace Fletcher	Laborer, Seasonal	\$16.50/hour	AA100.7010.143
Jeremy Kniffin	Laborer, Seasonal	\$16.50/hour	AA100.7010.143

WHEREAS, these positions are seasonal and are therefore per the employee handbook are not benefit eligible; and

WHEREAS, hiring is contingent upon the Ontario County Department of Human Resources certifying the above individuals meet the required training, certification or experience standards, and the completion of the new hire paperwork prior to the first day of work; and

WHEREAS, the funding for this expense is included in the 2023 Adopted Town Budget; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves of the hiring of the seasonal positions noted in the above table at the stated hourly rate and budget lines; and

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

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

RESOLUTION NO.2023: 217 ACCEPTING RESIGNATION OF MOTOR EQUIPMENT OPERATOR

WHEREAS, Brian VanCaeseele has resigned from the position of Motor Equipment effective July 21, 2023; and

WHEREAS, during Brian's tenure with the Town of Canandaigua he has supported the Highway and Parks Department over the last nine years assisting many of our residents and contributing to many projects; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby accepts Brain VanCaeseele's resignation as Motor Equipment Operator; and

BE IT FURTHER RESOLVED, the Town Board approves payment of unused vacation and personal time with his last salaried paycheck; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to execute any and all personnel documents associated with the transition; and

BE IT FINALLY RESOLVED, the Town Board appreciates all of Mr. VanCaeseele's hard work throughout his employment and thanks him for his years of service to the Town of Canandaigua and its residents and wishes him well with future endeavors.

RESOLUTION NO.2023: 218 ACCEPTING RESIGNATION OF TRANSFER STATION OPERATOR

WHEREAS, Sean Rubenstein has resigned from the position of Transfer Station Operator effective August 7, 2023; and

WHEREAS, during his tenure with the Town of Canandaigua he assisted many of our residents that came through to the Transfer Station for the last year and a half and always provided great service to each and every one of them; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby accepts Mr. Rubenstein's resignation as Transfer Station Operator; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to execute any and all personnel documents associated with the transition; and

BE IT FINALLY RESOLVED, the Town Board appreciates all of Mr. Rubenstein's hard work throughout his employment and thanks him for his years of service to the Town of Canandaigua and its residents and wishes him well with future endeavors.

RESOLUTION NO. 2023 – 219: APPOINTMENT OF MOTOR EQUIPMENT OPERATORS

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') understands a vacancies exists in the Highway Department for Motor Equipment Operators due to resignations; and

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

WHEREAS, the position was posted on the Town of Canandaigua's website, the Ontario County Civil Service website, and on the Town's Facebook page; and

WHEREAS, the HR and Payroll Coordinator received twenty two applications and the Highway Superintendent has conducted interviews with four qualified candidates; and

WHEREAS, the Highway Superintendent recommending the appointments of Cody Kolodziejczak and John Grzeskowiak at a rate of \$24.56/hour to fill the Motor Equipment Operator vacancies; and

NOW THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby approves the appointment of Cory Rogers to Motor Equipment Operator to be paid \$24.56/hour in accordance with the 2023 Union Agreement; and

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

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

RESOLUTION NO. 2023: 220 APPOINTMENT OF TRANSFER STATION OPERATOR

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') understands a three vacancies exist in the Highway Department for Transfer Station Operators; and

WHEREAS, the Town Manager and the Highway Superintendent have determined a need to fill the positions in order to continue to provide necessary services to the Town; and

WHEREAS, the positions were posted through the Town's and the Ontario County HR site; and

WHEREAS, the Highway Superintendent is recommending the hiring of Thomas Gibeau and Blaine Staples to fill two out of the three vacancies at a rate of \$15.50 per hour paid from budget line AA100.8160.140; and

NOW THEREFORE BE IT RESOLVED, that the Canandaigua Town Board hereby approves the hiring of Thomas Gibeau and Blaine Staples at an hourly rate of \$15.50 per hour; and

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

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

RESOLUTION NO.2023 - 221 : UPDATE TO THE TOWN OF CANANDAIGUA'S ORGANIZATIONAL CHART

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

WHEREAS, it is essential to ensure clear communication and coordination among Town personnel and provide transparency to residents and stakeholders regarding the Town's administrative structure; and

WHEREAS, the Town of Canandaigua has previously adopted the council-manager form of government through adoption of Town Law in 2017, which empowers the Town Board to establish policies and make legislative decisions while entrusting the implementation of such policies and daily operations to a professional Town Manager; and

WHEREAS, the Town Board acknowledges the effectiveness and efficiency of operations achieved through the Town Manager position, which ensures consistent leadership, strategic planning, and coordination among Town departments; and

WHEREAS, the Town Manager has conducted a thorough review of the Town's organizational structure and has proposed updates to enhance administrative efficiency and optimize resources;

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

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua, in the County of Ontario, State of New York, as follows:

Section 1: Adoption of Updated Organizational Chart

The Town Board hereby approves and adopts the updated organizational chart for the Town of Canandaigua, as presented by the Town Manager. The updated chart outlines the organizational structure, including various departments, divisions, and positions.

Section 2: Publication and Distribution

The Town Clerk is directed to ensure that the updated organizational chart is published on the official Town website and made readily available for public viewing. Additionally, copies of the chart shall be distributed to all relevant Town departments, offices, and personnel.

Section 3: Support for Council-Manager Form of Government

The Town Board affirms its commitment to the council-manager form of government and recognizes the effectiveness of the Town Manager position in promoting transparent, accountable, and professional municipal management.

Section 4: Acknowledgment of Efficiency

The Town Board acknowledges the efficiency and effectiveness of Town operations achieved through the Town Manager's leadership, strategic planning, and coordination of services.

Section 5: Effective Date

This resolution shall take effect immediately upon adoption.

BE IT FINALLY RESOLVED, that this resolution supersedes any previous organizational charts, and any prior inconsistent resolutions or parts thereof are hereby repealed, and the Town Clerk is directed to provide a copy of this resolution to the Town Manager and Human Resources Coordinator.

Attachment 22

RESOLUTION NO. 2023 – 222: AUTHORIZING ISSUANCE OF FACILITY ALCOHOLIC BEVERAGE PERMIT TO SEAN C. ROTHERMEL

WHEREAS, on May 17, 2021, the Town of Canandaigua Town Board adopted Local Law 5 of 2021 amending Chapter 152, Parks and Recreation, allowing alcohol to be served at Onanda Park in conjunction with a paid / confirmed reservation; and

WHEREAS, the Town Clerk has received a Facility Alcoholic Beverage Permit Application from Sean C. Rothermel, requesting a permit for a Post Wedding Celebration event to take place in the Gorham Lodge facility at Onanda Park on Saturday, September 23, 2023, from 2:00 p.m. to 9:00 p.m.; and

WHEREAS, the Town Clerk has reviewed the application against Chapter 152 Section 152-9 (Facility Alcoholic Beverage Permit) and has determined that the application is complete; and

NOW THEREFORE BE IT RESOLVED, that the Canandaigua Town Board hereby approves the Facility Alcoholic Beverage Permit for the date and time specified in the Permit Application and directs the Town Clerk to issue said permit to Sean C. Rothermel.; and

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

Attachment 23

RESOLUTION NO. 2023 – 223: ACKNOWLEDGEMENT OF THE CITIZENS' IMPLEMENTATION COMMITTEE (CIC), CONCLUSION OF THE CIC, AND TRANSFER OF RESPONSIBILITIES

WHEREAS, the Citizens' Implementation Committee (CIC) was established in April 2014 to oversee the comprehensive implementation of the goals outlined in the Town of Canandaigua's Comprehensive Plan Update, ensuring a well-planned future for the Town; and

WHEREAS, the members of the CIC have diligently and tirelessly contributed their time, expertise, and efforts in the pursuit of the Town's vision for balanced growth, economic development, environmental protection, and community well-being; and

WHEREAS, the CIC has played a pivotal role in facilitating the implementation of essential projects that have contributed to the advancement of the Town's Comprehensive Plan objectives, enhancing the quality of life for residents and fostering a welcoming environment for all; and

WHEREAS, the CIC has been instrumental in fostering collaboration between stakeholders, Committees, and Boards, utilizing strategic planning sessions to identify priority projects and ensuring their successful realization; and

WHEREAS, the CIC has provided leadership in establishing project teams that have made significant strides towards achieving the goals of the Comprehensive Plan, such as Affordable Housing and Transportation, Conservation Easements, Gateway Signage, Local History, Tree Team, Agricultural Advisory, and Economic Development, among others; and

WHEREAS, the CIC has demonstrated its commitment to public engagement by hosting regular meetings via Zoom and in-person, recording and sharing meeting minutes, and providing access to the Town's YouTube channel for transparency and community involvement; and

WHEREAS, the CIC has effectively liaised with the Town Board, providing annual priority goals and progress reports, and ensuring alignment with the Town's vision; and

WHEREAS, the Town Board recognizes the significant contributions of the CIC and wishes to express gratitude for their dedication and hard work in guiding the Town's growth and development since 2014;

NOW, THEREFORE, be it resolved that the Town Board of the Town of Canandaigua formally acknowledges and extends its heartfelt gratitude to the members of the Citizens' Implementation Committee for their unwavering commitment and invaluable contributions to the Town's progress and well-being;

BE IT FURTHER RESOLVED, that in recognition of the accomplishments and dedication of the CIC, the Town Board hereby absorbs the responsibilities previously held by the Citizens' Implementation Committee, and pledges to continue the work of advancing the Comprehensive Plan objectives and fostering the Town's continued growth, prosperity, and community engagement;

BE IT FURTHER RESOLVED, that the Town Board shall ensure the seamless transition of ongoing projects, collaboration, and communication, and shall honor the legacy of the CIC by maintaining the principles of balanced growth, environmental stewardship, and community enhancement for the benefit of all Town residents;

BE IT FURTHER RESOLVED, that this Resolution shall be officially recorded and communicated to the members of the Citizens' Implementation Committee as an enduring testament to their enduring efforts and dedication to the Town of Canandaigua.

RESOLUTION NO. 2023 – 224: ACKNOWLEDGEMENT AND DISBANDMENT OF THE AFFORDABLE HOUSING PROJECT TEAM

WHEREAS, the Town of Canandaigua recognizes the critical importance of affordable housing in promoting equitable and sustainable community development, ensuring that all residents have access to safe, decent, and affordable housing opportunities; and

WHEREAS, the Affordable Housing Project Team was established with a clear mission to address the pressing need for affordable housing options in our community, by facilitating collaborative efforts, conducting research, and recommending strategies to enhance affordable housing availability; and

WHEREAS, the members of the Affordable Housing Project Team have exhibited remarkable dedication, expertise, and commitment in working towards the mission of the Team, demonstrating their passion for enhancing the quality of life for all residents of the Town of Canandaigua; and

WHEREAS, the Affordable Housing Project Team has made significant contributions towards the advancement of affordable housing initiatives in the Town, playing a vital role in the facilitation of collaborative partnerships, fostering community engagement, and advocating for policies that support affordable housing development; and

WHEREAS, the Affordable Housing Project Team has achieved commendable milestones, including but not limited to, their instrumental role in encouraging Ontario County to undertake a comprehensive countywide housing study that encompassed infrastructure assessments and housing needs analysis, thereby providing valuable insights into the affordable housing landscape and infrastructure requirements; and

WHEREAS, the Affordable Housing Project Team's efforts have contributed to the broader goal of ensuring the availability of affordable housing options for residents of all income levels, thus enhancing the overall social and economic well-being of the community; and

WHEREAS, the Town Board of the Town of Canandaigua wishes to express its sincere gratitude to the Affordable Housing Project Team for their invaluable contributions, dedication, and relentless efforts in pursuing affordable housing initiatives;

NOW, THEREFORE, be it resolved that the Town Board of the Town of Canandaigua officially extends its heartfelt appreciation and thanks to the members of the Affordable Housing Project Team for their outstanding commitment, expertise, and accomplishments in advancing the cause of affordable housing within our community;

BE IT FURTHER RESOLVED, that the Affordable Housing Project Team, having successfully fulfilled its mission and achieved its set goals, is hereby disbanded or concluded with the Town Board's deepest gratitude for their service;

BE IT FURTHER RESOLVED, that this Resolution shall be recorded and communicated to the members of the Affordable Housing Project Team as a testament to their significant contributions towards enhancing the quality of life and fostering equitable housing opportunities in the Town of Canandaigua.

RESOLUTION NO. 2023 – 225: ACKNOWLEDGEMENT AND DISBANDMENT OF THE GATEWAY SIGN PROJECT TEAM

WHEREAS, the Town of Canandaigua recognizes the significance of creating a welcoming and distinctive atmosphere for both residents and visitors as they enter our vibrant community; and

WHEREAS, the installation of welcome signs, commonly referred to as "gateway signs," at major entry points of the Town was identified as a key initiative in alignment with the goals of the Comprehensive Plan; and

WHEREAS, the Gateway Sign Project Team was established in 2020 as a volunteer effort under the aegis of the Citizens' Implementation Committee (CIC), with the endorsement and approval of the Town Board, to collaborate on the design, identification of locations, and overall realization of these visually appealing and purposeful gateway signs; and

WHEREAS, the members of the Gateway Sign Project Team exhibited unparalleled dedication, creativity, and collaboration, contributing their expertise to ensure the design and placement of the gateway signs would resonate with the Town's character and aspirations; and

WHEREAS, the Gateway Sign Project Team successfully accomplished their mission, finalizing the design of the gateway signs and identifying optimal locations for their installation; and

WHEREAS, despite challenges posed by the pandemic, the Gateway Sign Project Team persisted and recommenced their work, ensuring the realization of this important community enhancement project; and

WHEREAS, the Town of Canandaigua is pleased to announce the successful installation of six gateway signs, which now stand as an embodiment of the community's warm hospitality and identity; and

NOW, THEREFORE, be it resolved that the Town Board of the Town of Canandaigua hereby expresses its profound gratitude and appreciation to the members of the Gateway Sign Project Team for their exceptional dedication, vision, and collaborative spirit in successfully designing and executing the installation of the gateway signs; and

BE IT FURTHER RESOLVED, that the Town Board recognizes the accomplishments of the Gateway Sign Project Team, whose commitment to enhancing the aesthetic and welcoming appeal of the Town's entry points has resulted in the realization of a tangible and lasting community improvement; and

BE IT FURTHER RESOLVED, that with sincere congratulations on their accomplishments, the Gateway Sign Project Team is officially disbanded or concluded, with the Town Board's gratitude for their service; and

BE IT FINALLY RESOLVED, that this Resolution be recorded and communicated to the members of the Gateway Sign Project Team as a testament to their successful collaboration and enduring contribution to the Town of Canandaigua.

RESOLUTION NO. 2023 – 226: AUTHORIZING TOWN MANAGER TO EXECUTE AGREEMENT WITH ELLISON CONSERVATION FOR CEMETERY HEADSTONE REPAIRS

WHEREAS, the Town of Canandaigua recognizes its responsibility to uphold the integrity and respect of its cemeteries, which serve as places of remembrance and reflection for our community's history; and

WHEREAS, the Cemetery Committee has diligently reviewed and assessed the condition of cemetery headstones within the Town's cemeteries, identifying those in need of repair and restoration to ensure their preservation for future generations; and

WHEREAS, Ellison Conservation, a reputable provider specializing in headstone repair and restoration, has been identified as a capable and experienced entity to carry out the necessary repairs as recommended by the Cemetery Committee; and

WHEREAS, the Cemetery Committee has meticulously reviewed Ellison Conservation's proposal for the repair and restoration of identified cemetery headstones, and has recommended the engagement of Ellison Conservation to undertake these essential restoration efforts; and

WHEREAS, the estimated cost for the headstone repairs by Ellison Conservation is not to exceed \$5,000, a budgeted expense within the Town's allocation for cemetery maintenance and preservation; and

NOW, THEREFORE, be it resolved that the Town Board of the Town of Canandaigua hereby authorizes and empowers the Town Manager to execute an agreement with Ellison Conservation for the purpose of repairing and restoring cemetery headstones in an amount not to exceed \$5,000, as reviewed and recommended by the Cemetery Committee; and

BE IT FURTHER RESOLVED, that the Town Manager is directed to ensure that the terms and conditions of the agreement are in the best interest of the Town and in accordance with the recommendations of the Cemetery Committee; and

BE IT FURTHER RESOLVED, that the necessary funds to cover the cost of the headstone repairs shall be sourced from the allocated cemetery maintenance and preservation budget, as approved in the Town's fiscal year budget; and

BE IT FINALLY RESOLVED, that the Town Manager is authorized to take any and all actions necessary to facilitate the execution of the agreement with Ellison Conservation, including the approval of any changes or modifications to the scope of work that may be deemed necessary to ensure the comprehensive and effective restoration of the cemetery headstones.

Attachment 24

RESOLUTION NO.2023 – 227: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT WITH MRB GROUP TO CONDUCT NEPA REQUIREMENTS AS A RESULT OF JULY 9, 2023 FLOODING FEMA

WHEREAS, the Town of Canandaigua experienced significant damages to parks, infrastructure, and roadways resulting from the historic flooding event on July 9, 2023; and

WHEREAS, the Town is in the process of assessing and addressing the damages incurred due to the flooding, and is pursuing federal funding opportunities for the repair and restoration of affected areas; and

WHEREAS, the Town of Canandaigua is required to complete the State Environmental Quality Review (SEQR) and the National Environmental Policy Act (NEPA) processes as part of the funding application process through FEMA and the NYS Division of Homeland Security and Emergency Services (DHSES) Environmental and Historic Preservation and Disaster Recovery program; and

WHEREAS, MRB Group has provided a comprehensive proposal to provide professional services for completing the SEQR, NEPA, and Environmental Report required for federal disaster assistance funding; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua authorizes the Town Manager to execute an agreement with MRB Group for the provision of SEQR, NEPA, and Environmental Report services for the purpose of pursuing federal disaster assistance funding for the repair and restoration of affected areas due to the July 9, 2023 flooding; and

BE IT FURTHER RESOLVED that the compensation for the SEQR/NEPA services for each focus project is as follows:

- Richard P. Outhouse Memorial Park Improvements: \$7,500.00
- Town Roadways and Highways Improvements: \$7,500.00
- Stormwater Management Facilities Improvements: \$7,500.00: and

BE IT FURTHER RESOLVED that any additional services beyond the scope of the above-listed services will be provided on a personnel time-charge basis, subject to further authorization; and

BE IT FURTHER RESOLVED that the Town Manager is authorized to sign the agreement and any related documents on behalf of the Town of Canandaigua.

Attachment 25

RESOLUTION NO.2023-228: ACCEPTING RESIGNATION OF TRANSFER STATION OPERATOR

WHEREAS, Christopher Fonda has resigned from the position of Transfer Station Operator effective August 3, 2023; and

WHEREAS, during his tenure with the Town of Canandaigua he assisted many of our residents that came through to the Transfer Station for the last four years and always provided great service to each and every one of them; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby accepts Mr. Fonda's resignation as Transfer Station Operator; and

BE IT FURTHER RESOLVED, the Town Manager is authorized to execute any and all personnel documents associated with the transition; and

BE IT FINALLY RESOLVED, the Town Board appreciates all of Mr. Fonda's hard work throughout his employment and thanks him for his years of service to the Town of Canandaigua and its residents and wishes them well with future endeavors.

RESOLUTION NO. 2023 – 229: ACCEPTANCE OF SOIL EROSION CONTROL SURETIES

WHEREAS, the Town of Canandaigua Planning Board has granted a Site Plan approval for the following properties:

5007 & 5009 County Road 16, Canandaigua (Tax Map # 154.09-1-21.000 & 154.09-1-22.000), owned by Laureen Burke & Ted Shepard; and

4606 Cedar Cliff Drive, Canandaigua (Tax Map # 140.07-1-30.120), owned by Gregg Lederman; and

5285 Black Point Drive, Canandaigua (Tax Map # 154.04-1-7.000), owned by Marie McNabb & Ernest Whitbeck IV; and

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

WHEREAS, the Town Manager has reviewed the proposed estimates and found them to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicants have provided a check in the amount of

\$ 6,600.00 for the purposes of the soil erosion and sediment control surety (5007 & 5009 County Road 16 submitted by Laureen Burke & Todd Shepard); and
\$ 3,900.00 for the purposes of the soil erosion and sediment control surety (4606 Cedar Cliff Drive submitted by Gregg Lederman); and
\$ 3,260.08 for the purposes of the soil erosion and sediment control surety (5285 Black Point Drive submitted by Ernest Whitbeck IV); and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts a soil erosion and sediment control surety in the total amount of \$13,760.08 in the form of three Checks as listed above.

Attachment 26

Approval of the following Town Board Meeting Minutes:
July 17, 2023

- Payment of the Bills
Abstract Claim Fund Totals presented by Town Clerk
Voucher Summary Report for Town Board signatures
(By signing, Town Board members represent they have reviewed the purchases for compliance with the Town's approved policies & approve of the prepared Voucher Summary Report and the attached invoices)

Utility Abstract dated 07/28/2023 totaling \$ 47,388.27

General Fund	\$ 31,015.41
Highway Fund	\$ 9,471.53
Water Districts	\$ 6,901.33

Town Board Abstract dated 08/21/2023 totaling \$ 584,650.42

General Fund	\$ 162,682.45
Highway Fund	\$ 115,699.81
Capital Projects	\$ 133,312.82
Lighting Districts	\$ 1,167.50
Water Districts	\$ 171,787.84

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

ATTACHMENT 1

Communications

Re: FW: Town of Canandaigua 2023 final State and/or Class equalization rates.

CHRIS NADLER <cnadler@cnadlerlaw.com>

Thu 6/15/2023 9:50 AM

To: Paul Arndt <parndt@townofcanandaigua.org>; Michelle Rowlinson
<mrowlinson@townofcanandaigua.org>; Doug Finch <dfinch@townofcanandaigua.org>

Congratulations Paul and Michelle! YOU BOTH DID A GREAT JOB.

Chris
LAW OFFICES OF
CHRISTIAN M. NADLER
9 Mima Circle
Fairport, NY 14450
Phone # 585-315-4767

----- Original Message -----

Subject: FW: Town of Canandaigua 2023 final State and/or Class equalization rates.

Date: 2023-06-15 13:42

From: Paul Arndt <parndt@townofcanandaigua.org>

To: "Christain M. Nadler" <cnadler@cnadlerlaw.com>

WE did it!! Congrats to all, and thank you for your help!!

From: Collins, Corinna (TAX) <Corinna.Collins@tax.ny.gov>

Sent: Thursday, June 15, 2023 9:30 AM

To: Jared Simpson <jsimpson@townofcanandaigua.org>; Paul Arndt <parndt@townofcanandaigua.org>

Cc: tax.sm.ORPTS.ESS.Rates <orpts.ess.rates@tax.ny.gov>

Subject: Town of Canandaigua 2023 final State and/or Class equalization rates.

On June 15, 2023, we established a final 2023 State and/or Class equalization rate for the Town of Canandaigua. The final rate is 100.00. A final rate certificate, impact statement and Data reports are attached. If you have any questions you may reply to the above internet e-mail address or you may telephone Equalization Support Services at (518) 474-5666.

This communication may contain confidential and/or legally privileged information. It is intended only for the individuals named as recipients. If you are not an intended recipient you are not authorized to disseminate, distribute or copy this communication. If you've received this communication by mistake, please notify the sender immediately and delete or destroy it, as appropriate.

ATTACHMENT 2

Reports
of
Officials &
Department Heads



Francheska Muniz

Code Enforcement Officer

Start date: August 1, 2023

I was born in Puerto Rico and moved to the U.S when I was 5 years old.

At 14, I ended up moving back to Puerto Rico after my mother passed away. I was able to finish high school in 3 years and started college right after that. Graduated at 22 with a bachelor's degree in Criminal Justice.

Moved to Rochester in 2015 with my daughter and started working for the City of Rochester a year and a half later as a Police Dispatcher. I

became a Code Enforcement Officer in 2020 and really enjoy what I do.

Being able to have a career where I can serve the community has helped both my professional and personal growth. I am looking forward to continue thriving in my career, reaching my goals and being part of this community.



Town of Canandaigua , NY

Budget Report-JM

Account Summary

For Fiscal: 2023 Period Ending: 07/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND							
Revenue							
AA100.1001.00000	REAL PROPERTY TAXES	575,000.00	575,000.00	0.00	575,000.00	0.00	0.00 %
AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	25,808.00	25,808.00	0.00	24,225.38	-1,582.62	6.13 %
AA100.1090.00000	PENALTY ON TAXES	11,000.00	11,000.00	0.00	131.31	-10,868.69	98.81 %
AA100.1120.00000	NON PROPERTY SALES TAX	2,775,000.00	2,775,000.00	1,504,145.81	1,504,145.81	-1,270,854.19	45.80 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	85,000.00	85,000.00	0.00	47,812.08	-37,187.92	43.75 %
AA100.1255.00000	TOWN CLERK FEES	3,000.00	3,000.00	517.90	1,335.58	-1,664.42	55.48 %
AA100.1603.00000	VITAL STATISTICS FEE	4,070.00	4,070.00	542.00	2,630.00	-1,440.00	35.38 %
AA100.2001.00000	PARK & RECREATION FEES	140,000.00	140,000.00	9,727.06	61,004.37	-78,995.63	56.43 %
AA100.2001.10000	PARK & REC FEES.FBC	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
AA100.2110.00000	ZONING FEES	45,000.00	45,000.00	4,017.00	21,159.67	-23,840.33	52.98 %
AA100.2120.00000	SOIL EROSION CONTROL	6,000.00	6,000.00	0.00	900.00	-5,100.00	85.00 %
AA100.2148.00000	RETURNED CHECK FEE	40.00	40.00	0.00	0.00	-40.00	100.00 %
AA100.2192.00000	CEMETERY SERVICES	350.00	350.00	0.00	500.00	150.00	142.86 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	25,000.00	25,000.00	0.00	24,000.00	-1,000.00	4.00 %
AA100.2401.00000	INTEREST & EARNINGS	3,500.00	3,500.00	10,649.73	84,153.83	80,653.83	2,404.40 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	16,360.00	16,360.00	900.00	6,750.00	-9,610.00	58.74 %
AA100.2544.00000	DOG LICENSES	30,000.00	30,000.00	1,928.00	12,117.00	-17,883.00	59.61 %
AA100.2590.00000	SITE DEVELOPMENT FEES	75,000.00	75,000.00	11,099.40	37,359.10	-37,640.90	50.19 %
AA100.2591.00000	TRANSFER STATION FEES	25,000.00	25,000.00	1,906.00	10,665.00	-14,335.00	57.34 %
AA100.2610.00000	FINES & FORFEITED BAIL	105,000.00	105,000.00	4,126.00	65,149.60	-39,850.40	37.95 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	1,825.80	8,687.14	-6,312.86	42.09 %
AA100.2665.00000	SALE OF EQUIPMENT	1.00	1.00	0.00	0.00	-1.00	100.00 %
AA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	0.00	7,856.87	7,856.87	0.00 %
AA100.2701.00000	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	1,517.67	1,517.67	0.00 %
AA100.2705.00000	GIFTS & DONATIONS	1,000.00	1,000.00	226.70	1,026.70	26.70	102.67 %
AA100.2770.00000	MISCELLANEOUS INCOME	0.00	0.00	0.00	6.81	6.81	0.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	300,000.00	300,000.00	0.00	143,120.92	-156,879.08	52.29 %
AA100.3040.00000	NYS AID TAX/ASSESSMENTS	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
AA100.3092.00000	ST AID.PLANNING STUDIES	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
AA100.4089.00000	FEDERAL AID, OTHER	0.00	0.00	0.00	1,080,158.00	1,080,158.00	0.00 %
AA100.5031.00000	INTERFUND TRANSFERS	38,000.00	38,000.00	0.00	0.00	-38,000.00	100.00 %
AA100.5031.000CM	INTERFUND TRANSFERS.PARK FUND	85,001.00	85,001.00	0.00	0.00	-85,001.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FOR..	657,927.00	2,777,221.00	8,095.00	2,013,095.00	-764,126.00	27.51 %
Revenue Total:		5,114,057.00	7,233,351.00	1,559,706.40	5,734,507.84	-1,498,843.16	20.72 %
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	22,128.00	22,128.00	1,702.16	12,766.20	9,361.80	42.31 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	2,500.00	2,500.00	94.42	547.10	1,952.90	78.12 %
AA100.1110.110.00000	JUSTICES.ELECTED	55,552.00	55,552.00	4,273.20	32,049.00	23,503.00	42.31 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, FT	60,999.00	60,999.00	4,692.00	35,190.00	25,809.00	42.31 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	1,000.00	1,000.00	0.00	222.29	777.71	77.77 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	29,120.00	29,120.00	1,765.00	5,330.00	23,790.00	81.70 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	8,150.00	8,150.00	2,367.43	4,108.72	4,041.28	49.59 %
AA100.1110.401.00000	JUSTICES..CONTR.COURTSECURITY	13,000.00	13,000.00	0.00	3,331.73	9,668.27	74.37 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	21,861.00	21,861.00	1,681.60	12,612.00	9,249.00	42.31 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,000.00	2,000.00	153.84	1,076.88	923.12	46.16 %
AA100.1220.142.00000	SUPERVISOR.CONFIDENTIAL SECRE...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	2,500.00	2,660.00	0.00	2,061.50	598.50	22.50 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVI...	136,592.00	136,592.00	10,507.06	78,802.95	57,789.05	42.31 %
AA100.1230.120.00000	TOWN MGR.ADMINISTRATIVE AIDE...	37,856.00	37,856.00	2,509.00	20,163.00	17,693.00	46.74 %

Budget Report-JM

For Fiscal: 2023 Period Ending: 07/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1230.144.00000	TOWN MGR. CLERK FINANCE P/T	42,500.00	42,500.00	130.40	9,910.40	32,589.60	76.68 %
AA100.1230.145.00000	TOWN MGR.FINANCE CLERK F/T	65,000.00	65,000.00	4,230.78	30,461.56	34,538.44	53.14 %
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPM...	3,800.00	3,800.00	0.00	936.53	2,863.47	75.35 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	9,430.00	9,430.00	1,861.61	5,444.47	3,985.53	42.26 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	20,000.00	20,000.00	4,706.25	12,206.25	7,793.75	38.97 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,500.00	3,500.00	0.00	8.28	3,491.72	99.76 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	750.00	750.00	145.42	562.37	187.63	25.02 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	41,200.00	41,200.00	8,810.03	42,867.75	-1,667.75	-4.05 %
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	66,418.00	66,418.00	4,258.00	36,319.99	30,098.01	45.32 %
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	1,975.00	1,975.00	0.00	987.50	987.50	50.00 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	86,150.00	86,150.00	3,018.48	12,804.57	73,345.43	85.14 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT...	700.00	700.00	110.50	455.49	244.51	34.93 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	72,581.00	72,581.00	5,583.14	41,873.55	30,707.45	42.31 %
AA100.1410.131.00000	TOWN CLERK.FIRSTDEPUTY	45,760.00	45,760.00	3,520.00	25,426.50	20,333.50	44.44 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY #2	52,000.00	52,000.00	5,225.00	29,756.26	22,243.74	42.78 %
AA100.1410.142.00000	TOWN CLERK.DEPUTY#3	1.00	45,001.00	3,374.25	17,077.50	27,923.50	62.05 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	0.00	850.00	100.00 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	21,600.00	21,600.00	1,895.71	13,638.96	7,961.04	36.86 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	4,750.00	4,750.00	0.00	4,325.00	425.00	8.95 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO...	82,042.00	82,042.00	6,310.92	47,331.90	34,710.10	42.31 %
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	103.80	1,638.37	2,281.63	58.20 %
AA100.1430.420.00000	PERSONNEL.EAP HUMAN RESOURCE	1,386.00	1,403.04	0.00	1,403.04	0.00	0.00 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	49,501.00	66,612.87	0.00	20,743.64	45,869.23	68.86 %
AA100.1440.406.00000	ENGINEERING. SEWERS	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	10,750.00	10,750.00	58.40	58.40	10,691.60	99.46 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL....	2,500.00	2,500.00	1,250.45	1,250.45	1,249.55	49.98 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRAC...	49,525.00	49,525.00	3,759.78	7,489.65	42,035.35	84.88 %
AA100.1480.100.00000	PUBLICSERVINFO.CONTRACTUAL.P...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C...	32,250.00	32,250.00	47.00	386.93	31,863.07	98.80 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	85,002.00	89,502.00	4,500.00	30,577.80	58,924.20	65.84 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	4,000.00	4,000.00	1,331.06	3,940.35	59.65	1.49 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTI...	46,900.00	46,900.00	2,814.72	19,930.03	26,969.97	57.51 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR...	106,100.00	106,100.00	5,558.84	57,137.21	48,962.79	46.15 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY....	37,250.00	37,250.00	2,369.41	17,831.94	19,418.06	52.13 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	33,500.00	33,500.00	833.41	9,580.69	23,919.31	71.40 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU...	14,500.00	14,500.00	-3,616.27	9,161.40	5,338.60	36.82 %
AA100.1680.100.00000	CENTRAL DATA PROCESSING.PERS...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIP...	66,401.00	70,694.39	3,744.78	31,705.19	38,989.20	55.15 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	119,000.00	119,000.00	15,147.90	63,714.34	55,285.66	46.46 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	115,000.00	115,000.00	28,491.07	46,793.05	68,206.95	59.31 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
AA100.1940.200.00000	PURCHASE OF LAND/RIGHT OF WAY...	0.00	5,000.00	0.00	5,000.00	0.00	0.00 %
AA100.1940.400.00000	PURCHASE OF LAND/RIGHT OF WAY...	0.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.1990.400.00000	CONTINGENCY	125,000.00	112,935.96	0.00	0.00	112,935.96	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	29,000.00	29,000.00	0.00	2,032.32	26,967.68	92.99 %
AA100.3189.200.00000	OTHER TRAFFIC SAFETY	15,000.00	50,280.00	1,973.48	15,837.77	34,442.23	68.50 %
AA100.3310.200.00000	TRAFFIC.CAPITAL.EQUIPMENT	55,000.00	55,000.00	0.00	9,000.00	46,000.00	83.64 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	125,000.00	125,000.00	0.00	1,373.75	123,626.25	98.90 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	30,000.00	30,000.00	0.00	29,397.00	603.00	2.01 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	3,000.00	3,000.00	0.00	1,375.00	1,625.00	54.17 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	67.65	332.35	83.09 %
AA100.4540.400.00000	AMBULANCE CONTRACTUAL	9,000.00	9,000.00	0.00	9,000.00	0.00	0.00 %
AA100.5010.110.00000	HIGHWAY SUPT.ELECTED	56,135.00	56,135.00	4,318.06	32,385.45	23,749.55	42.31 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	5,150.00	5,150.00	396.14	2,971.05	2,178.95	42.31 %
AA100.5010.130.00000	HIGHWAY. CLERK	12,000.00	12,000.00	0.00	859.50	11,140.50	92.84 %
AA100.5010.131.00000	HIGHWAY.SENIOR CLERK	20,800.00	20,800.00	1,900.25	13,743.63	7,056.37	33.92 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	26,000.00	26,000.00	2,202.60	15,441.34	10,558.66	40.61 %
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	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR...	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
AA100.7020.100.00000	RECREATION DIRECTOR	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	17,920.00	17,920.00	3,885.00	7,665.00	10,255.00	57.23 %
AA100.7020.400.00000	RECREATION.CONTRACTUAL	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	50,000.00	50,000.00	4,441.39	29,724.49	20,275.51	40.55 %
AA100.7110.130.00000	PARK.LABORER F/T	81,120.00	81,120.00	6,355.50	44,932.76	36,187.24	44.61 %
AA100.7110.131.00000	PERSONAL SERVICES.PT	59,700.00	59,700.00	9,173.87	33,866.91	25,833.09	43.27 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	15,950.00	15,950.00	2,069.88	4,455.15	11,494.85	72.07 %
AA100.7110.143.00000	PARK.LABORERS P/T SEASONAL	43,201.00	43,201.00	6,756.76	18,989.47	24,211.53	56.04 %
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANC...	410,604.00	518,279.00	27,760.00	162,039.03	356,239.97	68.74 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PAR...	85,001.00	85,001.00	0.00	0.00	85,001.00	100.00 %
AA100.7110.400.00000	PARK.CONTRACTUAL	51,441.00	51,441.00	8,758.01	29,383.41	22,057.59	42.88 %
AA100.7110.402.00000	PARKS.LANDSCAPING	9,550.00	9,550.00	986.41	5,546.98	4,003.02	41.92 %
AA100.7110.404.00000	PARKS AUBURN TRAIL	25,000.00	32,632.15	0.00	2,116.50	30,515.65	93.51 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEG...	50,303.00	50,303.00	12,267.00	24,696.00	25,607.00	50.91 %
AA100.7140.142.00000	PLAYGROUND/RECREATION.SPECIA...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
AA100.7140.200.00000	PLAYGROUND/RECREATION.CAPITA...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTR...	32,850.00	32,850.00	2,154.02	22,990.73	9,859.27	30.01 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIE NIGHT	2,500.00	2,500.00	1,485.00	1,485.00	1,015.00	40.60 %
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	3,678.00	3,678.00	0.00	1,958.97	1,719.03	46.74 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	1,250.00	1,250.00	22.48	439.51	810.49	64.84 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	5,500.00	5,500.00	1,063.14	1,408.57	4,091.43	74.39 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	3,000.00	3,000.00	26.76	450.28	2,549.72	84.99 %
AA100.8010.120.00000	PLANNER.PERSONAL SVCS	66,800.00	66,800.00	0.00	26,099.70	40,700.30	60.93 %
AA100.8010.124.00000	ZONING.OFFICER F/T	45,000.00	45,000.00	7,884.62	35,288.49	9,711.51	21.58 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	10,000.00	10,000.00	499.82	4,383.03	5,616.97	56.17 %
AA100.8010.144.00000	ZONING..CLERK P/T	27,664.00	27,664.00	1,510.57	10,110.57	17,553.43	63.45 %
AA100.8010.200.00000	ZONE.PLANNER.CAPITAL.EQUIPME...	5,000.00	5,000.00	534.34	1,516.78	3,483.22	69.66 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	2,440.00	2,440.00	64.60	1,770.06	669.94	27.46 %
AA100.8010.420.00000	ZONING.PLANNER.CONTRACTUAL	6,020.00	6,020.00	253.69	3,947.75	2,072.25	34.42 %
AA100.8020.120.00000	PLANNING BOARD.PERSONAL SERV...	14,735.00	16,299.00	0.00	7,367.50	8,931.50	54.80 %
AA100.8020.140.00000	PB STENOGRAPHER P/T.PERSONAL ...	6,352.00	6,352.00	1,060.13	3,811.52	2,540.48	39.99 %
AA100.8020.150.00000	ECB.PERSONAL SERVICES	4,326.00	4,326.00	0.00	1,854.00	2,472.00	57.14 %
AA100.8020.160.00000	PLANNING.SECRETARY STENOGRAP...	7,400.00	7,400.00	1,068.38	9,004.91	-1,604.91	-21.69 %
AA100.8020.400.00000	PLANNING BOARD.CONTRACTUAL	23,000.00	23,000.00	257.50	2,529.96	20,470.04	89.00 %
AA100.8020.405.00000	PLANNING.CIC CONTRACTUAL	6,501.00	6,501.00	0.00	0.00	6,501.00	100.00 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRAC...	2,000.00	2,000.00	0.00	1,497.23	502.77	25.14 %
AA100.8020.422.00000	PLANNING.OPEN SPACE TEAM & C...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8020.424.00000	PLANNING.UPTOWN	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.8020.428.00000	PLANNING.HISTORICAL PROJECT TE...	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.8020.430.00000	PLANNING..MIDDLECHESHIRE RD	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
AA100.8020.431.00000	PLANNING.AFFORDABLE HOUSING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8020.450.00000	PLANNING.ECB.CONTRACTUAL	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS...	5,865.00	5,865.00	0.00	2,932.50	2,932.50	50.00 %
AA100.8040.140.00000	ZONING BOARD OF APPEALS SECRE...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT...	4,000.00	4,000.00	0.00	331.39	3,668.61	91.72 %
AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIPME...	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	600.00	10,600.00	3,740.00	7,415.00	3,185.00	30.05 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON...	60,113.00	60,113.00	6,802.34	38,293.10	21,819.90	36.30 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PE...	39,140.00	39,140.00	4,142.03	23,302.87	15,837.13	40.46 %
AA100.8160.200.00000	WASTE & RECYCLING EQUIPMENT	27,001.00	27,001.00	0.00	0.00	27,001.00	100.00 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUAL	115,500.00	115,500.00	9,477.52	39,791.74	75,708.26	65.55 %
AA100.8664.121.00000	CODE ENFORCEMENT	75,000.00	75,000.00	4,461.52	35,553.25	39,446.75	52.60 %
AA100.8664.122.00000	CODE ENFORCEMENT	18,557.00	18,557.00	1,449.50	9,366.02	9,190.98	49.53 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.8664.124.00000	CODE ENFORCEMENT	68,000.00	68,000.00	5,230.76	39,311.92	28,688.08	42.19 %
AA100.8664.126.00000	CODE ENFORCEMENT	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQU...	31,001.00	31,001.00	0.00	0.00	31,001.00	100.00 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU...	5,360.00	5,360.00	331.59	2,314.23	3,045.77	56.82 %
AA100.8710.400.00000	CONSERVATION.PROGRAM.CONTR...	21,550.00	21,550.00	0.00	0.00	21,550.00	100.00 %
AA100.8710.401.00000	CONSERVATION.AG COMMITTEE.C...	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
AA100.8730.450.00000	FORESTRY TREE ADVISORY BOARD	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	13,250.00	13,250.00	0.00	5,000.00	8,250.00	62.26 %
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	29,500.00	30,047.00	0.00	30,047.00	0.00	0.00 %
AA100.9010.800.00000	NYS RETIREMENT	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	121,000.00	121,000.00	11,639.74	72,678.47	48,321.53	39.94 %
AA100.9040.800.00000	WORKERS COMPENSATION	112,302.00	112,302.00	0.00	112,301.11	0.89	0.00 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	2,603.73	2,396.27	47.93 %
AA100.9055.800.00000	DISABILITY INSURANCE	700.00	700.00	539.78	917.90	-217.90	-31.13 %
AA100.9060.810.00000	MEDICAL INSURANCE	171,100.00	171,100.00	20,155.99	108,053.59	63,046.41	36.85 %
AA100.9060.811.00000	DENTAL INSURANCE	12,500.00	12,500.00	1,169.24	8,018.78	4,481.22	35.85 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	7,000.00	7,000.00	769.20	5,384.40	1,615.60	23.08 %
AA100.9060.830.00000	HSA ACCOUNT	44,400.00	44,400.00	211.02	44,637.05	-237.05	-0.53 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL	215,000.00	215,000.00	0.00	0.00	215,000.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST	70,713.00	70,713.00	0.00	34,306.25	36,406.75	51.49 %
AA100.9785.600.00000	LEASE INSTALLMENT.PRINCIPAL	39,151.00	39,151.00	0.00	39,150.32	0.68	0.00 %
AA100.9785.700.00000	LEASE INSTALLMENT.INTEREST	3,357.00	3,357.00	0.00	3,356.75	0.25	0.01 %
AA100.9901.900.0000R	TRANSFER TO RESERVE	0.00	500,000.00	0.00	500,000.00	0.00	0.00 %
AA100.9950.900.00000	INTERFUND TRANSFER.CAPITAL PR...	22,500.00	1,530,595.00	8,095.00	2,588,253.00	-1,057,658.00	-69.10 %
	Expense Total:	5,114,056.00	7,350,367.41	338,665.18	5,293,633.77	2,056,733.64	27.98 %
	Fund: AA100 - GENERAL FUND Surplus (Deficit):	1.00	-117,016.41	1,221,041.22	440,874.07	557,890.48	476.76 %
Fund: AA231 - CONTINGENT/TAX RESERVE							
	Revenue						
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX R...	0.00	0.00	4,242.88	23,182.42	23,182.42	0.00 %
AA231.5031.00000	INTERFUND TRANSFER	0.00	0.00	0.00	500,000.00	500,000.00	0.00 %
	Revenue Total:	0.00	0.00	4,242.88	523,182.42	523,182.42	0.00 %
	Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	4,242.88	523,182.42	523,182.42	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE							
	Revenue						
AA232.2401.00000	INTEREST & EARNING.BUILDING RE...	0.00	0.00	903.00	5,671.63	5,671.63	0.00 %
	Revenue Total:	0.00	0.00	903.00	5,671.63	5,671.63	0.00 %
	Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	903.00	5,671.63	5,671.63	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE							
	Revenue						
AA233.2401.00000	INTEREST & EARNING.TECHNOLOGY...	0.00	0.00	202.44	1,271.47	1,271.47	0.00 %
	Revenue Total:	0.00	0.00	202.44	1,271.47	1,271.47	0.00 %
	Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	202.44	1,271.47	1,271.47	0.00 %
Fund: AA234 - OPEN SPACE RESERVE							
	Revenue						
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE ...	0.00	0.00	7,676.83	34,167.54	34,167.54	0.00 %
	Revenue Total:	0.00	0.00	7,676.83	34,167.54	34,167.54	0.00 %
	Fund: AA234 - OPEN SPACE RESERVE Total:	0.00	0.00	7,676.83	34,167.54	34,167.54	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
	Revenue						
AA235.2401.00000	INTEREST & EARNING.NYS RETIREM...	0.00	0.00	818.61	5,141.46	5,141.46	0.00 %
	Revenue Total:	0.00	0.00	818.61	5,141.46	5,141.46	0.00 %
	Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	818.61	5,141.46	5,141.46	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA237 - BONDED INDEBTEDNESS RESERVE							
Revenue							
AA237.2401.00000	INTEREST & EARNINGS.BONDED IN...	0.00	0.00	948.88	5,959.69	5,959.69	0.00 %
	Revenue Total:	0.00	0.00	948.88	5,959.69	5,959.69	0.00 %
	Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	948.88	5,959.69	5,959.69	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WAST...	0.00	0.00	3,527.75	22,156.99	22,156.99	0.00 %
	Revenue Total:	0.00	0.00	3,527.75	22,156.99	22,156.99	0.00 %
	Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	3,527.75	22,156.99	22,156.99	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND							
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	0.00	0.00	1,500.00	9,000.00	9,000.00	0.00 %
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	1,484.21	9,339.57	9,339.57	0.00 %
	Revenue Total:	0.00	0.00	2,984.21	18,339.57	18,339.57	0.00 %
	Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	2,984.21	18,339.57	18,339.57	0.00 %
Fund: DA100 - HIGHWAY							
Revenue							
DA100.1001.00000	REAL PROPERTY TAXES	925,000.00	925,000.00	0.00	925,000.00	0.00	0.00 %
DA100.1120.00000	NON PROPERTY SALES TAX	2,450,000.00	2,450,000.00	0.00	1,360,792.58	-1,089,207.42	44.46 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	143,970.00	143,970.00	0.00	171,999.21	28,029.21	119.47 %
DA100.2303.00000	SALE OF FUEL	3,500.00	3,500.00	1,060.36	4,127.58	627.58	117.93 %
DA100.2401.00000	INTEREST & EARNINGS	1,500.00	1,500.00	0.00	16,112.18	14,612.18	1,074.15 %
DA100.2410.00000	RENTAL OF LABOR/INDIVIDUALS	2,500.00	2,500.00	0.00	7,366.51	4,866.51	294.66 %
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	10,000.00	10,000.00	0.00	23,425.00	13,425.00	234.25 %
DA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	0.00	4,836.30	4,836.30	0.00 %
DA100.2690.00000	OTHER COMPENSATION FOR LOSS	0.00	0.00	0.00	8,074.00	8,074.00	0.00 %
DA100.2701.00000	REFUND PRIOR YEAR EXP	0.00	0.00	0.00	2,189.07	2,189.07	0.00 %
DA100.3501.00000	NYS STATE AID CHIPS	451,628.00	451,628.00	0.00	47,939.05	-403,688.95	89.39 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FOR...	367,547.00	859,106.71	0.00	245,559.71	-613,547.00	71.42 %
	Revenue Total:	4,360,645.00	4,852,204.71	1,060.36	2,817,421.19	-2,034,783.52	41.94 %
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	40,000.00	40,000.00	0.00	6,487.00	33,513.00	83.78 %
DA100.5010.400.00000	HWY.ADMIN.CONTRACTUAL	6,741.00	6,741.00	1,152.46	4,917.86	1,823.14	27.05 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	635,325.00	635,325.00	68,374.81	316,932.86	318,392.14	50.11 %
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	1,200,005.00	1,262,533.45	568,408.42	770,167.04	492,366.41	39.00 %
DA100.5112.200.00000	HWY.PERMANENT IMPROVEMENTS...	451,628.00	451,628.00	0.00	0.00	451,628.00	100.00 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	200,002.00	691,561.71	0.00	248,616.67	442,945.04	64.05 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL..	225,000.00	134,837.05	19,581.72	95,870.66	38,966.39	28.90 %
DA100.5130.400.00111	MACHINERY.CONTRACTUAL.CAR#1...	0.00	105.99	0.00	105.99	0.00	0.00 %
DA100.5130.400.00114	MACHINERY.CONTRACTUAL.CAR#1...	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00115	MACHINERY.CONTRACTUAL.CAR#1...	0.00	131.99	131.99	131.99	0.00	0.00 %
DA100.5130.400.00201	MACHINERY.CONTRACTUAL.TRUCK...	0.00	284.78	0.00	284.78	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK...	0.00	5,843.39	3,108.14	5,843.39	0.00	0.00 %
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK...	0.00	11,637.80	788.43	11,637.80	0.00	0.00 %
DA100.5130.400.00205	MACHINERY.CONTRACTUAL.TRUCK...	0.00	12,015.43	20.00	12,015.43	0.00	0.00 %
DA100.5130.400.00206	MACHINERY.CONTRACTUAL.TRUCK...	0.00	609.73	4.06	609.73	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,605.61	0.00	4,605.61	0.00	0.00 %
DA100.5130.400.00208	MACHINERY.CONTRACTUAL.TRUCK...	0.00	3,219.95	260.00	3,219.95	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK...	0.00	9,588.38	20.00	9,588.38	0.00	0.00 %
DA100.5130.400.00215	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,638.04	1,484.41	1,638.04	0.00	0.00 %
DA100.5130.400.00218	MACHINERY.CONTRACTUAL.TRUCK...	0.00	21.00	21.00	21.00	0.00	0.00 %
DA100.5130.400.00236	MACHINERY.CONTRACTUAL.TRUCK...	0.00	10,272.93	1,634.53	10,272.93	0.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK...	0.00	8,260.00	3,544.17	8,260.00	0.00	0.00 %
DA100.5130.400.00238	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,316.88	228.17	1,316.88	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK...	0.00	413.00	413.00	413.00	0.00	0.00 %
DA100.5130.400.00240	MACHINERY.CONTRACTUAL TRUCK ...	0.00	2,029.52	0.00	2,029.52	0.00	0.00 %
DA100.5130.400.00241	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,459.17	20.00	1,459.17	0.00	0.00 %
DA100.5130.400.00242	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,964.94	94.59	1,964.94	0.00	0.00 %
DA100.5130.400.00245	MACHINERY.CONTRACTUAL.TRUCK...	0.00	577.61	21.00	577.61	0.00	0.00 %
DA100.5130.400.00248	MACHINERY.CONTRACTUAL.BUCKE...	0.00	706.73	363.75	706.73	0.00	0.00 %
DA100.5130.400.00249	MACHINERY.CONTRACTUAL.VAC T...	0.00	761.40	0.00	761.40	0.00	0.00 %
DA100.5130.400.00313	MACHINERY.CONTRACTUAL.TRAILE...	0.00	1,482.36	12.00	1,482.36	0.00	0.00 %
DA100.5130.400.00326	MACHINERY.CONTRACTUAL.TRACT...	0.00	1,506.70	1,506.70	1,506.70	0.00	0.00 %
DA100.5130.400.00337	MACHINERY.CONTRACTUAL.TRAILE...	0.00	408.55	408.55	408.55	0.00	0.00 %
DA100.5130.400.00340	MACHINERY.CONTRACTUAL.SWEEP...	0.00	2,909.32	1,960.94	2,909.32	0.00	0.00 %
DA100.5130.400.00355	MACHINERY.CONTRACTUAL.DOZER...	0.00	472.55	0.00	472.55	0.00	0.00 %
DA100.5130.400.00359	MACHINERY.CONTRACTUAL.MOW...	0.00	583.03	439.70	583.03	0.00	0.00 %
DA100.5130.400.00362	MACHINERY.CONTRACTUAL.TRAILE...	0.00	1,386.01	0.00	1,386.01	0.00	0.00 %
DA100.5130.400.00363	MACHINERY.CONTRACTUAL.LOADE...	0.00	15.36	0.00	15.36	0.00	0.00 %
DA100.5130.400.00365	MACHINERY.CONTRACTUAL.EXCAV...	0.00	431.47	0.00	431.47	0.00	0.00 %
DA100.5130.400.00368	MACHINERY.CONTRACTUAL.MOW...	0.00	125.00	0.00	125.00	0.00	0.00 %
DA100.5130.400.00371	MACHINERY.CONTRACTUAL.LOADE...	0.00	562.03	562.03	562.03	0.00	0.00 %
DA100.5130.400.00373	MACHINERY.CONTRACTUAL.MOW...	0.00	220.00	0.00	220.00	0.00	0.00 %
DA100.5130.400.00374	MACHINERY.CONTRACTUAL.MOW...	0.00	118.79	118.79	118.79	0.00	0.00 %
DA100.5130.400.00376	MACHINERY, CONTRACTUAL. WOOD...	0.00	4,113.16	0.00	4,113.16	0.00	0.00 %
DA100.5130.400.00378	MACHINERY.CONTRACTUAL.EXCAV...	0.00	792.98	0.00	792.98	0.00	0.00 %
DA100.5130.400.00380	MACHINERY.CONTRACTUAL.SKID S...	0.00	751.33	751.33	751.33	0.00	0.00 %
DA100.5130.400.00381	MACHINERY.CONTRACTUAL.MOW...	0.00	597.50	118.80	597.50	0.00	0.00 %
DA100.5130.400.00382	MACHINERY.CONTRACTUAL.MOW...	0.00	118.80	118.80	118.80	0.00	0.00 %
DA100.5130.400.00404	MACHINERY.CONTRACTUAL.WATER...	0.00	382.73	282.52	382.73	0.00	0.00 %
DA100.5130.400.00405	MACHINERY.CONTRACTUAL.WATER...	0.00	1,256.21	0.00	1,256.21	0.00	0.00 %
DA100.5130.400.00501	MACHINERY.CONTRACTUAL.PKTRU...	0.00	418.53	0.00	418.53	0.00	0.00 %
DA100.5130.400.00502	MACHINERY.CONTRACTUAL.PARKS ...	0.00	433.00	0.00	433.00	0.00	0.00 %
DA100.5130.400.00503	MACHINERY.CONTRACTUAL.PARK T...	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00508	MACHINERY.CONTRACTUAL.PKTRU...	0.00	615.56	119.65	615.56	0.00	0.00 %
DA100.5130.400.00510	MACHINERY.CONTRACTUAL.PKTRU...	0.00	185.00	185.00	185.00	0.00	0.00 %
DA100.5130.400.00999	MACHINERY.CONTRACTUAL.CHESH...	0.00	2,737.97	0.00	2,737.97	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	210,000.00	210,000.00	18,527.63	94,736.04	115,263.96	54.89 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	468,394.00	468,394.00	0.00	242,947.26	225,446.74	48.13 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	470,000.00	470,000.00	0.00	302,583.32	167,416.68	35.62 %
DA100.9010.800.00000	NYS RETIREMENT	130,100.00	130,100.00	0.00	0.00	130,100.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	77,250.00	77,250.00	5,107.13	42,969.59	34,280.41	44.38 %
DA100.9040.800.00000	WORKERS COMPENSATION	33,500.00	33,500.00	0.00	33,493.31	6.69	0.02 %
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	2,500.00	2,500.00	126.04	257.56	2,242.44	89.70 %
DA100.9060.810.00000	MEDICAL INSURANCE	133,100.00	133,100.00	8,431.68	85,958.61	47,141.39	35.42 %
DA100.9060.811.00000	DENTAL INSURANCE	14,400.00	14,400.00	905.06	8,655.35	5,744.65	39.89 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	6,000.00	6,000.00	307.68	2,769.12	3,230.88	53.85 %
DA100.9060.830.00000	HSA ACCOUNT	43,700.00	43,700.00	0.00	41,544.55	2,155.45	4.93 %
Expense Total:		4,360,645.00	4,924,700.42	709,664.68	2,399,037.01	2,525,663.41	51.29 %
Fund: DA100 - HIGHWAY Surplus (Deficit):		0.00	-72,495.71	-708,604.32	418,384.18	490,879.89	677.12 %
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT ...	0.00	0.00	1,372.97	8,623.29	8,623.29	0.00 %
Revenue Total:		0.00	0.00	1,372.97	8,623.29	8,623.29	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:		0.00	0.00	1,372.97	8,623.29	8,623.29	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNING.HWY IMPRO...	0.00	0.00	1,468.45	9,223.13	9,223.13	0.00 %
	Revenue Total:	0.00	0.00	1,468.45	9,223.13	9,223.13	0.00 %
	Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	1,468.45	9,223.13	9,223.13	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNING.SNOW&ICE R...	0.00	0.00	904.18	5,678.97	5,678.97	0.00 %
	Revenue Total:	0.00	0.00	904.18	5,678.97	5,678.97	0.00 %
	Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	904.18	5,678.97	5,678.97	0.00 %
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBR...	0.00	0.00	110.69	667.50	667.50	0.00 %
HH100.2401.00031	INTEREST & EARNINGS.HISTORICAL ...	0.00	0.00	2.25	31.96	31.96	0.00 %
HH100.2401.00032	INTEREST & EARNINGS.LGRMIF	0.00	0.00	0.00	18.43	18.43	0.00 %
HH100.2401.00033	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	36.56	5,024.89	5,024.89	0.00 %
HH100.2401.00034	INTEREST & EARNINGS.GATEWAY S...	0.00	0.00	0.16	10.48	10.48	0.00 %
HH100.2401.00035	INTEREST & EARNINGS.UPTOWN IN...	0.00	0.00	50.11	302.17	302.17	0.00 %
HH100.2401.00036	INTEREST & EARNINGS.OUTHUSE...	0.00	0.00	0.00	43.83	43.83	0.00 %
HH100.2401.00037	INTEREST & EARNINGS.FIRE STATIO...	0.00	0.00	13.05	157.95	157.95	0.00 %
HH100.2401.00038	INTEREST & EARNINGS.COMPLETE ...	0.00	0.00	241.51	884.02	884.02	0.00 %
HH100.2401.00039	INTEREST & EARNINGS.HWY ROAD...	0.00	0.00	17.56	1,522.58	1,522.58	0.00 %
HH100.2401.00040	INTEREST & EARNINGS.CR 4 SEWER	0.00	0.00	4.06	4.06	4.06	0.00 %
HH100.5031.00033	INTERFUND TRANSFER.ARP FUNDS	0.00	0.00	0.00	1,080,158.00	1,080,158.00	0.00 %
HH100.5031.00038	INTERFUND TRANSFER.COMPLETE ...	0.00	0.00	0.00	500,000.00	500,000.00	0.00 %
HH100.5031.00039	INTERFUND TRANSFER.HWY ROAD...	0.00	0.00	0.00	1,000,000.00	1,000,000.00	0.00 %
HH100.5031.00040	INTERFUND TRANSFER.CR 4 SEWER	0.00	0.00	8,095.00	8,095.00	8,095.00	0.00 %
	Revenue Total:	0.00	0.00	8,570.95	2,596,920.87	2,596,920.87	0.00 %
Expense							
HH100.1440.200.00033	ENGINEERING.ARP FUNDS	0.00	0.00	0.00	13,150.00	-13,150.00	0.00 %
HH100.1440.200.00038	ENGINEERING.CAPITAL.COMPLETE ...	0.00	0.00	17,945.00	18,865.00	-18,865.00	0.00 %
HH100.1440.200.00039	ENGINEERING.CAPITAL.HWY ROA...	0.00	0.00	19,560.00	87,907.55	-87,907.55	0.00 %
HH100.1440.202.00036	ENGINEERING.OUTHUSE WEST.P...	0.00	0.00	4,377.50	11,215.00	-11,215.00	0.00 %
HH100.1440.205.00033	ENGINEERING.CAPITAL.ARP.ONAN...	0.00	0.00	3,920.00	29,696.70	-29,696.70	0.00 %
HH100.1440.210.00033	ENGINEERING.CAPITAL.ARP.SENECA...	0.00	0.00	0.00	17,750.00	-17,750.00	0.00 %
HH100.1460.400.00032	RECORDS MGMT.CONT.LGRMIF	0.00	0.00	0.00	11,426.00	-11,426.00	0.00 %
HH100.1620.200.00037	BUILDINGS.CAPITAL.FIRE STATION 2...	0.00	0.00	0.00	49,181.96	-49,181.96	0.00 %
HH100.3310.200.00034	TRAFFIC.CAPITAL.GATEWAY SIGNS	0.00	0.00	0.00	7,675.00	-7,675.00	0.00 %
HH100.7110.202.00036	PARK CAPITAL.OUTHUSE WEST.P...	0.00	0.00	501.52	501.52	-501.52	0.00 %
HH100.7110.203.00036	PARK CAPITAL.OUTHUSE WEST.P...	0.00	0.00	0.00	8,972.50	-8,972.50	0.00 %
HH100.8097.200.00031	PLANNING & SURVEYS.HISTORICAL ...	0.00	0.00	0.00	8,716.50	-8,716.50	0.00 %
	Expense Total:	0.00	0.00	46,304.02	265,057.73	-265,057.73	0.00 %
	Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	-37,733.07	2,331,863.14	2,331,863.14	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.1030.00000	SPECIAL ASSESSMENT.RT 332 DRAI...	9,984.00	9,984.00	0.00	9,984.00	0.00	0.00 %
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRA...	90.00	90.00	57.27	349.66	259.66	388.51 %
SD600.9000.00000	APPROPRIATED FUND BALANCE FOR...	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
	Revenue Total:	15,074.00	15,074.00	57.27	10,333.66	-4,740.34	31.45 %
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE ...	15,074.00	15,074.00	0.00	4,953.90	10,120.10	67.14 %
	Expense Total:	15,074.00	15,074.00	0.00	4,953.90	10,120.10	67.14 %
	Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	57.27	5,379.76	5,379.76	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
SD605.1030.00000	SPECIAL ASSESSMENT.LAKEWOOD ...	1,932.00	1,932.00	0.00	1,932.00	0.00	0.00 %
SD605.2401.00000	INTEREST & EARNINGS.LAKEWOOD...	18.00	18.00	11.79	71.10	53.10	395.00 %
	Revenue Total:	1,950.00	1,950.00	11.79	2,003.10	53.10	2.72 %
Expense							
SD605.8520.400.00000	MAINTENANCE..LAKEWOOD MEAD...	1,950.00	1,950.00	0.00	0.00	1,950.00	100.00 %
	Expense Total:	1,950.00	1,950.00	0.00	0.00	1,950.00	100.00 %
	Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..	0.00	0.00	11.79	2,003.10	2,003.10	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DR...	8.00	8.00	7.36	44.40	36.40	555.00 %
	Revenue Total:	8.00	8.00	7.36	44.40	36.40	455.00 %
Expense							
SD610.8520.400.00000	MAINTENANCE..ASHTON DRAINAGE..	8.00	8.00	0.00	0.00	8.00	100.00 %
	Expense Total:	8.00	8.00	0.00	0.00	8.00	100.00 %
	Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	7.36	44.40	44.40	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE ...	22.00	22.00	17.32	104.46	82.46	474.82 %
	Revenue Total:	22.00	22.00	17.32	104.46	82.46	374.82 %
Expense							
SD615.8520.400.00000	MAINTENANCE..FOX RIDGE DRAIN...	22.00	22.00	0.00	0.00	22.00	100.00 %
	Expense Total:	22.00	22.00	0.00	0.00	22.00	100.00 %
	Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	17.32	104.46	104.46	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS ...	5.00	5.00	3.86	23.26	18.26	465.20 %
	Revenue Total:	5.00	5.00	3.86	23.26	18.26	365.20 %
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	3.86	23.26	23.26	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOKS...	8.00	8.00	6.93	41.80	33.80	522.50 %
	Revenue Total:	8.00	8.00	6.93	41.80	33.80	422.50 %
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 (Deficit)..	0.00	0.00	6.93	41.80	41.80	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE ES...	5.00	5.00	4.79	28.88	23.88	577.60 %
	Revenue Total:	5.00	5.00	4.79	28.88	23.88	477.60 %
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 (Defic..	0.00	0.00	4.79	28.88	28.88	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.1030.00000	SPECIAL ASSESSMENT.WATERFORD...	1,610.00	1,610.00	0.00	1,610.00	0.00	0.00 %

Budget Report-JM

For Fiscal: 2023 Period Ending: 07/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SD635.2401.00000	INTEREST & EARNINGS.WATERFORD..	5.00	5.00	7.55	45.53	40.53	910.60 %
SD635.9000.00000	APPROPRIATED FDBD FOR BUDGET...	6,890.00	6,890.00	0.00	0.00	-6,890.00	100.00 %
	Revenue Total:	8,505.00	8,505.00	7.55	1,655.53	-6,849.47	80.53 %
Expense							
SD635.8520.400.00000	MAINTENANCE..WATERFORD POINT..	8,505.00	8,505.00	0.00	0.00	8,505.00	100.00 %
	Expense Total:	8,505.00	8,505.00	0.00	0.00	8,505.00	100.00 %
	Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Def..	0.00	0.00	7.55	1,655.53	1,655.53	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE...	8.00	8.00	9.12	55.00	47.00	687.50 %
	Revenue Total:	8.00	8.00	9.12	55.00	47.00	587.50 %
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	9.12	55.00	55.00	0.00 %
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTE...	1,365,000.00	1,365,000.00	0.00	1,365,000.00	0.00	0.00 %
SF450.1120.00000	NON PROPERTY SALES TAX	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTE...	200.00	200.00	25.51	1,329.35	1,129.35	664.68 %
SF450.9000.00000	APPROPRIATED FUND BALANCE FOR...	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
	Revenue Total:	1,490,200.00	1,490,200.00	25.51	1,466,329.35	-23,870.65	1.60 %
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREE...	1,490,200.00	1,490,200.00	0.00	1,490,000.00	200.00	0.01 %
	Expense Total:	1,490,200.00	1,490,200.00	0.00	1,490,000.00	200.00	0.01 %
	Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	25.51	-23,670.65	-23,670.65	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOI...	1,808.00	1,808.00	0.00	1,808.00	0.00	0.00 %
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOI...	6.00	6.00	1.43	9.93	3.93	165.50 %
	Revenue Total:	1,814.00	1,814.00	1.43	1,817.93	3.93	0.22 %
Expense							
SL700.5182.200.00000	STREET LIGHTING.CAP EQUIP.CENT...	6.00	6.00	0.00	0.00	6.00	100.00 %
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT L...	1,808.00	1,808.00	120.64	1,068.16	739.84	40.92 %
	Expense Total:	1,814.00	1,814.00	120.64	1,068.16	745.84	41.12 %
	Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-119.21	749.77	749.77	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE L...	13,100.00	13,100.00	0.00	13,100.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE L...	6.00	6.00	3.71	30.19	24.19	503.17 %
SL705.9000.00000	APPROPRIATED FUND BALANCE FOR...	1,794.00	1,794.00	0.00	0.00	-1,794.00	100.00 %
	Revenue Total:	14,900.00	14,900.00	3.71	13,130.19	-1,769.81	11.88 %
Expense							
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIG...	10,900.00	10,900.00	885.49	5,480.65	5,419.35	49.72 %
SL705.5182.401.00000	STREET LIGHTING.MAINTENANCE.F...	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
	Expense Total:	14,900.00	14,900.00	885.49	5,480.65	9,419.35	63.22 %
	Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-881.78	7,649.54	7,649.54	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS L...	1.00	1.00	0.63	3.82	2.82	382.00 %
	Revenue Total:	1.00	1.00	0.63	3.82	2.82	282.00 %

Budget Report-JM

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
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	0.63	3.82	3.82	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.1001.00000	REAL PROPERTY TAXES.LAKEWOOD...	530.00	530.00	0.00	530.00	0.00	0.00 %
SL715.2401.00000	INTEREST & EARNINGS.LAKEWOOD...	3.00	3.00	1.76	10.83	7.83	361.00 %
Revenue Total:		533.00	533.00	1.76	540.83	7.83	1.47 %
Expense							
SL715.5182.240.00000	UTILITIES-EQUIPMENT.LAKEWOOD...	210.00	210.00	0.00	0.00	210.00	100.00 %
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD ME...	323.00	323.00	20.80	182.19	140.81	43.59 %
Expense Total:		533.00	533.00	20.80	182.19	350.81	65.82 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...)		0.00	0.00	-19.04	358.64	358.64	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK...	1,597.00	1,597.00	0.00	1,597.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK ...	3.00	3.00	1.28	8.88	5.88	296.00 %
Revenue Total:		1,600.00	1,600.00	1.28	1,605.88	5.88	0.37 %
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA...	1,600.00	1,600.00	129.80	835.12	764.88	47.81 %
Expense Total:		1,600.00	1,600.00	129.80	835.12	764.88	47.81 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	-128.52	770.76	770.76	0.00 %
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT							
Revenue							
SM900.1001.00000	REAL PROPERTY TAXES.UPTOWN BID	105,400.00	105,400.00	0.00	105,400.00	0.00	0.00 %
SM900.2401.00000	INTEREST & EARNINGS.UPTOWN BID	100.00	100.00	52.97	319.40	219.40	319.40 %
Revenue Total:		105,500.00	105,500.00	52.97	105,719.40	219.40	0.21 %
Expense							
SM900.5182.400.00000	STREET LIGHTING-CONTRACTUAL.U...	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
SM900.8510.400.00000	COMMUNITY BEAUTIF - CONT.UPT...	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
SM900.9730.600.00000	BAN DEBT PRINCIPAL	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00 %
SM900.9730.700.00000	BAN DEBT INTEREST	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
Expense Total:		105,500.00	105,500.00	0.00	0.00	105,500.00	100.00 %
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...		0.00	0.00	52.97	105,719.40	105,719.40	0.00 %
Fund: SS800 - SANITARY SEWER							
Revenue							
SS800.1030.00000	SPECIAL ASSESSMENTS..PURDY/M...	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	9.18	55.36	41.36	395.43 %
Revenue Total:		18,224.00	18,224.00	9.18	18,265.36	41.36	0.23 %
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	9.18	18,265.36	18,265.36	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA C...	695,000.00	695,000.00	0.00	695,000.00	0.00	0.00 %
SW500.2140.00000	WATER QUARTERLY SALES.CANDGA...	725,000.00	725,000.00	2,968.00	164,195.10	-560,804.90	77.35 %
SW500.2142.00000	WATER FILL STATION SALES.CANDG...	2,000.00	2,000.00	567.26	1,077.76	-922.24	46.11 %
SW500.2144.00000	WATER NEW SERVICES.CANDGA C...	25,000.00	25,000.00	0.00	14,256.00	-10,744.00	42.98 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CONS..	5,000.00	5,000.00	141.82	1,739.41	-3,260.59	65.21 %
SW500.2389.00000	INTEREST OTHER GOVT	1,713.00	1,713.00	0.00	0.00	-1,713.00	100.00 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAI...	4,500.00	4,500.00	4,858.98	30,187.90	25,687.90	670.84 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW500.2655.00000	SALES - OTHER-REPAIRS/REPLACEM...	2,500.00	2,500.00	0.00	61.20	-2,438.80	97.55 %
SW500.3991.00000	ST AID. WATER CAP PROJECT.CAND...	150,000.00	0.00	0.00	0.00	0.00	0.00 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C...	14,814.00	14,814.00	0.00	0.00	-14,814.00	100.00 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FOR...	373,850.00	523,850.00	0.00	0.00	-523,850.00	100.00 %
Revenue Total:		1,999,377.00	1,999,377.00	8,536.06	906,517.37	-1,092,859.63	54.66 %
Expense							
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL....	13,500.00	13,500.00	0.00	13,238.00	262.00	1.94 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN...	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN...	55,000.00	55,000.00	4,230.76	31,730.70	23,269.30	42.31 %
SW500.8310.121.00000	WATER ADMIN.CLERK.CDGA CONS...	15,000.00	15,000.00	2,871.00	3,685.50	11,314.50	75.43 %
SW500.8310.122.00000	WATER ADMIN.SENIOR CLERK.CDGA...	25,131.00	25,131.00	1,760.00	12,528.25	12,602.75	50.15 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA...	183,305.00	183,305.00	14,499.57	107,438.18	75,866.82	41.39 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA...	37,501.00	37,774.50	13,515.81	13,515.81	24,258.69	64.22 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CA...	5,340.00	5,340.00	187.27	1,512.92	3,827.08	71.67 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA...	10,000.00	10,000.00	0.00	225.00	9,775.00	97.75 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C...	30,000.00	30,000.00	5,213.25	22,838.87	7,161.13	23.87 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CAND...	1,000.00	1,000.00	113.70	341.10	658.90	65.89 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES....	3,000.00	4,000.00	490.13	3,571.28	428.72	10.72 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN...	55,000.00	55,000.00	10,787.50	25,630.00	29,370.00	53.40 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA...	505,000.00	505,000.00	215,441.45	266,513.14	238,486.86	47.23 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN...	56,000.00	56,000.00	7,434.31	33,661.16	22,338.84	39.89 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA...	165,300.00	165,300.00	28,503.83	102,195.36	63,104.64	38.18 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP....	219,600.00	219,600.00	8,685.00	16,533.42	203,066.58	92.47 %
SW500.8397.400.00000	WATER CAPITAL PROJECTS.CONT.C...	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
SW500.9010.800.00000	NYS RETIREMENT..CANDGA CONS ...	20,825.00	20,825.00	0.00	0.00	20,825.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS ...	16,500.00	16,500.00	1,690.67	10,974.14	5,525.86	33.49 %
SW500.9040.800.00000	WORKERS COMPENSATION...CAND...	5,950.00	5,950.00	0.00	5,910.58	39.42	0.66 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA ...	100.00	100.00	24.66	49.32	50.68	50.68 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.C...	29,525.00	29,525.00	2,605.99	17,678.40	11,846.60	40.12 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CONS...	2,200.00	2,200.00	281.47	1,995.50	204.50	9.30 %
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B...	3,000.00	3,000.00	307.68	1,307.64	1,692.36	56.41 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCO...	11,500.00	11,500.00	0.00	11,500.00	0.00	0.00 %
SW500.9090.876.00000	EMP BENEFIT VAC BUYBACK	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW500.9710.600.00000	SERIAL BONDS PRINCIPAL	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
SW500.9710.700.00000	SERIAL BONDS INTEREST	62,100.00	62,100.00	0.00	31,050.00	31,050.00	50.00 %
Expense Total:		1,999,377.00	2,000,650.50	318,644.05	735,624.27	1,265,026.23	63.23 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...		0.00	-1,273.50	-310,107.99	170,893.10	172,166.60	13,519.17 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT							
Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR...	12,624.00	12,624.00	0.00	12,624.00	0.00	0.00 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI...	60,962.00	60,962.00	0.00	60,962.00	0.00	0.00 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAI...	0.00	0.00	36.83	241.26	241.26	0.00 %
SW505.3991.00000	STATE AID CAP PROJ	0.00	0.00	0.00	22,000.00	22,000.00	0.00 %
SW505.9000.00000	APPROPRIATED FUND BALANCE FOR...	10,068.00	10,068.00	0.00	0.00	-10,068.00	100.00 %
Revenue Total:		83,654.00	83,654.00	36.83	95,827.26	12,173.26	14.55 %
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT....	20,500.00	20,500.00	0.00	0.00	20,500.00	100.00 %
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...	37,725.00	37,725.00	0.00	18,862.50	18,862.50	50.00 %
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:		83,654.00	83,654.00	0.00	18,862.50	64,791.50	77.45 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...		0.00	0.00	36.83	76,964.76	76,964.76	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT							
Revenue							
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA...	220,976.00	220,976.00	0.00	220,976.00	0.00	0.00 %
SW515.2401.00000	INTEREST & EARNINGS.CANANDAI...	40.00	40.00	27.33	236.09	196.09	590.23 %
	Revenue Total:	221,016.00	221,016.00	27.33	221,212.09	196.09	0.09 %
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRAC...	220,976.00	220,976.00	0.00	220,976.00	0.00	0.00 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRAC...	40.00	40.00	0.00	0.00	40.00	100.00 %
	Expense Total:	221,016.00	221,016.00	0.00	220,976.00	40.00	0.02 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp..		0.00	0.00	27.33	236.09	236.09	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT							
Revenue							
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE ...	7,243.00	7,243.00	0.00	7,243.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE ...	8.00	8.00	4.84	32.77	24.77	409.63 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FOR..	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
	Revenue Total:	8,351.00	8,351.00	4.84	7,275.77	-1,075.23	12.88 %
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT....	787.00	787.00	0.00	0.00	787.00	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...	3,384.00	3,384.00	0.00	1,692.00	1,692.00	50.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE...	1,180.00	1,180.00	0.00	0.00	1,180.00	100.00 %
	Expense Total:	8,351.00	8,351.00	0.00	1,692.00	6,659.00	79.74 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	4.84	5,583.77	5,583.77	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT							
Revenue							
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON A...	18,545.00	18,545.00	0.00	18,545.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON A...	2.00	2.00	1.86	16.46	14.46	823.00 %
	Revenue Total:	18,547.00	18,547.00	1.86	18,561.46	14.46	0.08 %
Expense							
SW530.8389.400.00000	COMMON WATER.CONTRACTUAL....	4,815.00	4,815.00	0.00	4,815.00	0.00	0.00 %
SW530.9710.600.00000	SERIAL BONDS.PRINCIPAL.EMERSON..	8,000.00	8,000.00	0.00	8,000.00	0.00	0.00 %
SW530.9710.700.00000	SERIAL BONDS.INTEREST.EMERSON...	5,732.00	5,732.00	0.00	5,732.00	0.00	0.00 %
	Expense Total:	18,547.00	18,547.00	0.00	18,547.00	0.00	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su..		0.00	0.00	1.86	14.46	14.46	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT							
Revenue							
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO...	15,146.00	15,146.00	0.00	15,146.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COU...	12.00	12.00	7.92	56.88	44.88	474.00 %
SW535.9000.00000	APPROPRIATED FUND BALANCE FOR..	500.00	500.00	0.00	0.00	-500.00	100.00 %
	Revenue Total:	15,658.00	15,658.00	7.92	15,202.88	-455.12	2.91 %
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...	8,675.00	8,675.00	0.00	4,337.50	4,337.50	50.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	1,190.00	1,190.00	0.00	0.00	1,190.00	100.00 %
	Expense Total:	15,658.00	15,658.00	0.00	4,337.50	11,320.50	72.30 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..		0.00	0.00	7.92	10,865.38	10,865.38	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT							
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS GR...	12,294.00	12,294.00	0.00	12,294.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS GR...	11.00	11.00	7.52	50.45	39.45	458.64 %
SW540.9000.00000	APPROPRIATED FUND BALANCE FOR..	1,800.00	1,800.00	0.00	0.00	-1,800.00	100.00 %
	Revenue Total:	14,105.00	14,105.00	7.52	12,344.45	-1,760.55	12.48 %

Budget Report-JM

For Fiscal: 2023 Period Ending: 07/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
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 ...	4,838.00	4,838.00	0.00	2,418.75	2,419.25	50.01 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	2,560.00	2,560.00	0.00	0.00	2,560.00	100.00 %
	Expense Total:	14,105.00	14,105.00	0.00	2,418.75	11,686.25	82.85 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):		0.00	0.00	7.52	9,925.70	9,925.70	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX RO...	3,790.00	3,790.00	0.00	3,790.00	0.00	0.00 %
SW545.2401.00000	INTEREST & EARNINGS.HICKOX RO...	1.00	1.00	2.66	21.31	20.31	2,131.00 %
	Revenue Total:	3,791.00	3,791.00	2.66	3,811.31	20.31	0.54 %
Expense							
SW545.8340.440.00000	SERVICES & MAINTENANCE.HICKOX...	757.00	757.00	0.00	0.00	757.00	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....	534.00	534.00	0.00	0.00	534.00	100.00 %
	Expense Total:	3,791.00	3,791.00	0.00	0.00	3,791.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	2.66	3,811.31	3,811.31	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT							
Revenue							
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX...	6,125.00	6,125.00	0.00	6,125.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EX...	4.00	4.00	3.75	23.92	19.92	598.00 %
SW550.9000.00000	APPROPRIATED FUND BALANCE FOR..	650.00	650.00	0.00	0.00	-650.00	100.00 %
	Revenue Total:	6,779.00	6,779.00	3.75	6,148.92	-630.08	9.29 %
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 ...	1,612.00	1,612.00	0.00	806.00	806.00	50.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	700.00	700.00	0.00	0.00	700.00	100.00 %
	Expense Total:	6,779.00	6,779.00	0.00	806.00	5,973.00	88.11 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):		0.00	0.00	3.75	5,342.92	5,342.92	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT							
Revenue							
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EX...	11,731.00	11,731.00	0.00	11,731.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 EX...	7.00	7.00	2.58	37.80	30.80	540.00 %
	Revenue Total:	11,738.00	11,738.00	2.58	11,768.80	30.80	0.26 %
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 G...	8,824.00	8,824.00	0.00	0.00	8,824.00	100.00 %
SW555.9795.700.00000	DEBT INTEREST DUE TO OTHER GO...	1,713.00	1,713.00	0.00	1,967.46	-254.46	-14.85 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	721.00	721.00	0.00	0.00	721.00	100.00 %
	Expense Total:	11,738.00	11,738.00	0.00	1,967.46	9,770.54	83.24 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):		0.00	0.00	2.58	9,801.34	9,801.34	0.00 %
Report Surplus (Deficit):		1.00	-190,785.62	188,807.06	4,243,159.21	4,433,944.83	2,324.05 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	5,114,057.00	7,233,351.00	1,559,706.40	5,734,507.84	-1,498,843.16	20.72 %
Expense	5,114,056.00	7,350,367.41	338,665.18	5,293,633.77	2,056,733.64	27.98 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	1.00	-117,016.41	1,221,041.22	440,874.07	557,890.48	476.76 %
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	4,242.88	523,182.42	523,182.42	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	4,242.88	523,182.42	523,182.42	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE						
Revenue	0.00	0.00	903.00	5,671.63	5,671.63	0.00 %
Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	903.00	5,671.63	5,671.63	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	0.00	202.44	1,271.47	1,271.47	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:	0.00	0.00	202.44	1,271.47	1,271.47	0.00 %
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	0.00	7,676.83	34,167.54	34,167.54	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Total:	0.00	0.00	7,676.83	34,167.54	34,167.54	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	818.61	5,141.46	5,141.46	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	818.61	5,141.46	5,141.46	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	948.88	5,959.69	5,959.69	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	948.88	5,959.69	5,959.69	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	3,527.75	22,156.99	22,156.99	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	3,527.75	22,156.99	22,156.99	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND						
Revenue	0.00	0.00	2,984.21	18,339.57	18,339.57	0.00 %
Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	2,984.21	18,339.57	18,339.57	0.00 %
Fund: DA100 - HIGHWAY						
Revenue	4,360,645.00	4,852,204.71	1,060.36	2,817,421.19	-2,034,783.52	41.94 %
Expense	4,360,645.00	4,924,700.42	709,664.68	2,399,037.01	2,525,663.41	51.29 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	-72,495.71	-708,604.32	418,384.18	490,879.89	677.12 %
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	1,372.97	8,623.29	8,623.29	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	1,372.97	8,623.29	8,623.29	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	1,468.45	9,223.13	9,223.13	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	0.00	0.00	1,468.45	9,223.13	9,223.13	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	904.18	5,678.97	5,678.97	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	904.18	5,678.97	5,678.97	0.00 %
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	8,570.95	2,596,920.87	2,596,920.87	0.00 %
Expense	0.00	0.00	46,304.02	265,057.73	-265,057.73	0.00 %
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	-37,733.07	2,331,863.14	2,331,863.14	0.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	15,074.00	15,074.00	57.27	10,333.66	-4,740.34	31.45 %
Expense	15,074.00	15,074.00	0.00	4,953.90	10,120.10	67.14 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	57.27	5,379.76	5,379.76	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	1,950.00	1,950.00	11.79	2,003.10	53.10	2.72 %

Budget Report-JM

For Fiscal: 2023 Period Ending: 07/31/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	1,950.00	1,950.00	0.00	0.00	1,950.00	100.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..	0.00	0.00	11.79	2,003.10	2,003.10	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	8.00	8.00	7.36	44.40	36.40	455.00 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	7.36	44.40	44.40	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	22.00	22.00	17.32	104.46	82.46	374.82 %
Expense	22.00	22.00	0.00	0.00	22.00	100.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	17.32	104.46	104.46	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	5.00	5.00	3.86	23.26	18.26	365.20 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	3.86	23.26	23.26	0.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	8.00	8.00	6.93	41.80	33.80	422.50 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit)..	0.00	0.00	6.93	41.80	41.80	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	5.00	5.00	4.79	28.88	23.88	477.60 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Defic..	0.00	0.00	4.79	28.88	28.88	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	8,505.00	8,505.00	7.55	1,655.53	-6,849.47	80.53 %
Expense	8,505.00	8,505.00	0.00	0.00	8,505.00	100.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Def..	0.00	0.00	7.55	1,655.53	1,655.53	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	8.00	8.00	9.12	55.00	47.00	587.50 %
Expense	8.00	8.00	0.00	0.00	8.00	100.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	9.12	55.00	55.00	0.00 %
Fund: SF450 - FIRE PROTECTION						
Revenue	1,490,200.00	1,490,200.00	25.51	1,466,329.35	-23,870.65	1.60 %
Expense	1,490,200.00	1,490,200.00	0.00	1,490,000.00	200.00	0.01 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	25.51	-23,670.65	-23,670.65	0.00 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,814.00	1,814.00	1.43	1,817.93	3.93	0.22 %
Expense	1,814.00	1,814.00	120.64	1,068.16	745.84	41.12 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-119.21	749.77	749.77	0.00 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	14,900.00	14,900.00	3.71	13,130.19	-1,769.81	11.88 %
Expense	14,900.00	14,900.00	885.49	5,480.65	9,419.35	63.22 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-881.78	7,649.54	7,649.54	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	1.00	1.00	0.63	3.82	2.82	282.00 %
Expense	1.00	1.00	0.00	0.00	1.00	100.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.63	3.82	3.82	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	533.00	533.00	1.76	540.83	7.83	1.47 %
Expense	533.00	533.00	20.80	182.19	350.81	65.82 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...	0.00	0.00	-19.04	358.64	358.64	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,600.00	1,600.00	1.28	1,605.88	5.88	0.37 %
Expense	1,600.00	1,600.00	129.80	835.12	764.88	47.81 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-128.52	770.76	770.76	0.00 %

Budget Report-JM

For Fiscal: 2023 Period Ending: 07/31/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT						
Revenue	105,500.00	105,500.00	52.97	105,719.40	219.40	0.21 %
Expense	105,500.00	105,500.00	0.00	0.00	105,500.00	100.00 %
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...	0.00	0.00	52.97	105,719.40	105,719.40	0.00 %
Fund: SS800 - SANITARY SEWER						
Revenue	18,224.00	18,224.00	9.18	18,265.36	41.36	0.23 %
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	9.18	18,265.36	18,265.36	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,999,377.00	1,999,377.00	8,536.06	906,517.37	-1,092,859.63	54.66 %
Expense	1,999,377.00	2,000,650.50	318,644.05	735,624.27	1,265,026.23	63.23 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...	0.00	-1,273.50	-310,107.99	170,893.10	172,166.60	13,519.17 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	83,654.00	83,654.00	36.83	95,827.26	12,173.26	14.55 %
Expense	83,654.00	83,654.00	0.00	18,862.50	64,791.50	77.45 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...	0.00	0.00	36.83	76,964.76	76,964.76	0.00 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	221,016.00	221,016.00	27.33	221,212.09	196.09	0.09 %
Expense	221,016.00	221,016.00	0.00	220,976.00	40.00	0.02 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...	0.00	0.00	27.33	236.09	236.09	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	8,351.00	8,351.00	4.84	7,275.77	-1,075.23	12.88 %
Expense	8,351.00	8,351.00	0.00	1,692.00	6,659.00	79.74 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	4.84	5,583.77	5,583.77	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	18,547.00	18,547.00	1.86	18,561.46	14.46	0.08 %
Expense	18,547.00	18,547.00	0.00	18,547.00	0.00	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...	0.00	0.00	1.86	14.46	14.46	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	15,658.00	15,658.00	7.92	15,202.88	-455.12	2.91 %
Expense	15,658.00	15,658.00	0.00	4,337.50	11,320.50	72.30 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..	0.00	0.00	7.92	10,865.38	10,865.38	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	14,105.00	14,105.00	7.52	12,344.45	-1,760.55	12.48 %
Expense	14,105.00	14,105.00	0.00	2,418.75	11,686.25	82.85 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):	0.00	0.00	7.52	9,925.70	9,925.70	0.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,791.00	3,791.00	2.66	3,811.31	20.31	0.54 %
Expense	3,791.00	3,791.00	0.00	0.00	3,791.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	2.66	3,811.31	3,811.31	0.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	6,779.00	6,779.00	3.75	6,148.92	-630.08	9.29 %
Expense	6,779.00	6,779.00	0.00	806.00	5,973.00	88.11 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	3.75	5,342.92	5,342.92	0.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	11,738.00	11,738.00	2.58	11,768.80	30.80	0.26 %
Expense	11,738.00	11,738.00	0.00	1,967.46	9,770.54	83.24 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):	0.00	0.00	2.58	9,801.34	9,801.34	0.00 %
Report Surplus (Deficit):	1.00	-190,785.62	188,807.06	4,243,159.21	4,433,944.83	2,324.05 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	1.00	-117,016.41	1,221,041.22	440,874.07	557,890.48
AA231 - CONTINGENT/TAX RESERV	0.00	0.00	4,242.88	523,182.42	523,182.42
AA232 - CAMPUS REPAIR RESERVE	0.00	0.00	903.00	5,671.63	5,671.63
AA233 - TECHNOLOGY RESERVE	0.00	0.00	202.44	1,271.47	1,271.47
AA234 - OPEN SPACE RESERVE	0.00	0.00	7,676.83	34,167.54	34,167.54
AA235 - NYS EMPLOYEE SYSTEM R	0.00	0.00	818.61	5,141.46	5,141.46
AA237 - BONDED INDEBTEDNESS I	0.00	0.00	948.88	5,959.69	5,959.69
AA238 - SOLID WASTE MANAGEM	0.00	0.00	3,527.75	22,156.99	22,156.99
CM100 - NEW RECREATION REVEN	0.00	0.00	2,984.21	18,339.57	18,339.57
DA100 - HIGHWAY	0.00	-72,495.71	-708,604.32	418,384.18	490,879.89
DA230 - HWY EQUIPMENT RESERV	0.00	0.00	1,372.97	8,623.29	8,623.29
DA232 - HWY IMPROVEMENT RES	0.00	0.00	1,468.45	9,223.13	9,223.13
DA235 - SNOW/ICE REMOVAL RD I	0.00	0.00	904.18	5,678.97	5,678.97
HH100 - CAPITAL PROJECTS	0.00	0.00	-37,733.07	2,331,863.14	2,331,863.14
SD600 - RT 332 DRAINAGE DISTRIC	0.00	0.00	57.27	5,379.76	5,379.76
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	11.79	2,003.10	2,003.10
SD610 - ASHTON DRAINAGE DISTR	0.00	0.00	7.36	44.40	44.40
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	17.32	104.46	104.46
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	3.86	23.26	23.26
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	6.93	41.80	41.80
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	4.79	28.88	28.88
SD635 - WATERFORD POINT DRAI	0.00	0.00	7.55	1,655.53	1,655.53
SD640 - STABLEGATE DRAINAGE D	0.00	0.00	9.12	55.00	55.00
SF450 - FIRE PROTECTION	0.00	0.00	25.51	-23,670.65	-23,670.65
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	-119.21	749.77	749.77
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	-881.78	7,649.54	7,649.54
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.63	3.82	3.82
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	-19.04	358.64	358.64
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	-128.52	770.76	770.76
SM900 - UPTOWN BUSINESS IMPR	0.00	0.00	52.97	105,719.40	105,719.40
SS800 - SANITARY SEWER	0.00	0.00	9.18	18,265.36	18,265.36
SW500 - CANANDAIGUA CONSOLI	0.00	-1,273.50	-310,107.99	170,893.10	172,166.60
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	36.83	76,964.76	76,964.76
SW515 - CANANDAIGUA-FARMINC	0.00	0.00	27.33	236.09	236.09
SW525 - MCINTYRE ROAD WATER	0.00	0.00	4.84	5,583.77	5,583.77
SW530 - EMERSON ALLEN TOWNL	0.00	0.00	1.86	14.46	14.46
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	7.92	10,865.38	10,865.38
SW540 - HOPKINS GRIMBLE WATE	0.00	0.00	7.52	9,925.70	9,925.70
SW545 - HICKOX ROAD WATER DI	0.00	0.00	2.66	3,811.31	3,811.31
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	3.75	5,342.92	5,342.92
SW555 - CO RD 32 EXT. 41 WATEF	0.00	0.00	2.58	9,801.34	9,801.34
Report Surplus (Deficit):	1.00	-190,785.62	188,807.06	4,243,159.21	4,433,944.83

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: August 10th, 2023
From: Jessica Mull, Finance Clerk II
Re: July 2023 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through July 31st, 2023.

REVENUES

Receipts recorded for June total \$99,762.87 and include the following:

- Development Office - \$41,741.57 applied against accounts receivable
- Town Clerk - \$33,648.30 and Parks \$1,500.00
- Justice Fees - \$19,629.00
- Refunds and/or Reimbursements - \$1,418.20
- Metal Recycling - \$1,825.80

EXPENDITURES

We expect the available balance in each fund to be about 41.69% at the end of July.

- General Fund (AA100) – Expenditures to date are \$5,293,633.77 against a budget of \$7,350,367.41 which leaves 27.98% available.
- Highway Fund (DA100) – Expenditures to date are \$2,399,037.01 against a budget of \$4,924,700.42 which leaves 51.29% available.
- Water Fund (SW500) – Expenditures to date are \$735,624.27 against a budget of \$2,000,650.50 which leaves 63.23% available.



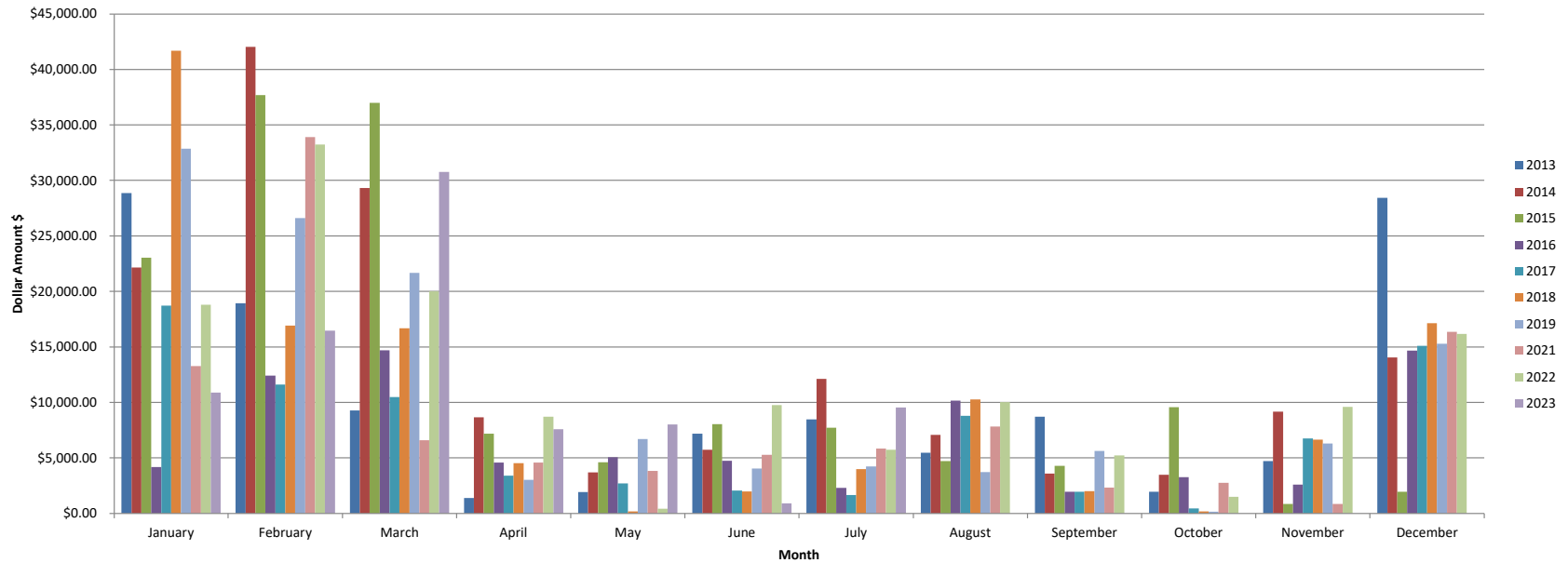
Fund Balance Report

As Of 07/31/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
AA100 - GENERAL FUND	3,123,724.71	5,734,507.84	5,293,633.77	3,564,598.78
AA231 - CONTINGENT/TAX RESERVE	481,286.43	523,182.42	0.00	1,004,468.85
AA232 - CAMPUS REPAIR RESERVE	208,110.45	5,671.63	0.00	213,782.08
AA233 - TECHNOLOGY RESERVE	46,656.05	1,271.47	0.00	47,927.52
AA234 - OPEN SPACE RESERVE	1,297,471.84	34,167.54	0.00	1,331,639.38
AA235 - NYS EMPLOYEE SYSTEM RESERVE	188,656.37	5,141.46	0.00	193,797.83
AA237 - BONDED INDEBTEDNESS RESERVE	218,680.21	5,959.69	0.00	224,639.90
AA238 - SOLID WASTE MANAGEMENT RESERVE	813,014.09	22,156.99	0.00	835,171.08
CM100 - NEW RECREATION REVENUE FUND	529,839.69	18,339.57	0.00	548,179.26
CR100 - PARKS & REC FBC REVENUE FUND	0.00	0.00	0.00	0.00
DA100 - HIGHWAY	184,996.48	2,817,421.19	2,399,037.01	603,380.66
DA230 - HWY EQUIPMENT RESERVE	316,418.84	8,623.29	0.00	325,042.13
DA232 - HWY IMPROVEMENT RESERVE	338,426.70	9,223.13	0.00	347,649.83
DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE	208,379.96	5,678.97	0.00	214,058.93
HH100 - CAPITAL PROJECTS	610,166.41	2,596,920.87	265,057.73	2,942,029.55
KA100 - FIXED ASSETS	0.00	0.00	0.00	0.00
SD600 - RT 332 DRAINAGE DISTRICT	108,915.57	10,333.66	4,953.90	114,295.33
SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT	21,531.35	2,003.10	0.00	23,534.45
SD610 - ASHTON DRAINAGE DISTRICT	14,651.88	44.40	0.00	14,696.28
SD615 - FOX RIDGE DRAINAGE DISTRICT	34,472.91	104.46	0.00	34,577.37
SD620 - LANDINGS DRAINAGE DISTRICT	7,671.15	23.26	0.00	7,694.41
SD625 - OLD BROOKSIDE DRAINAGE DISTRICT	13,792.33	41.80	0.00	13,834.13
SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT	9,527.85	28.88	0.00	9,556.73
SD635 - WATERFORD POINT DRAINAGE DISTRICT	13,415.37	1,655.53	0.00	15,070.90
SD640 - STABLEGATE DRAINAGE DISTRICT	18,144.29	55.00	0.00	18,199.29
SF450 - FIRE PROTECTION	74,581.84	1,466,329.35	1,490,000.00	50,911.19
SL700 - CENTERPOINT LIGHTING DISTRICT	2,096.21	1,817.93	1,068.16	2,845.98
SL705 - FOX RIDGE LIGHTING DISTRICT	-241.95	13,130.19	5,480.65	7,407.59
SL710 - LANDINGS LIGHTING DISTRICT	1,260.09	3.82	0.00	1,263.91
SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT	3,150.46	540.83	182.19	3,509.10
SL720 - FALLBROOK PARK LIGHTING DISTRICT	1,781.05	1,605.88	835.12	2,551.81
SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT	0.00	105,719.40	0.00	105,719.40
SS800 - SANITARY SEWER	59.47	18,265.36	0.00	18,324.83
SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT	1,641,425.80	906,517.37	735,624.27	1,812,318.90
SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT	14,535.90	95,827.26	18,862.50	91,500.66
SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT	54,307.90	221,212.09	220,976.00	54,543.99
SW520 - ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	0.00
SW525 - MCINTYRE ROAD WATER DISTRICT	4,084.97	7,275.77	1,692.00	9,668.74
SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT	3,703.05	18,561.46	18,547.00	3,717.51
SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT	4,932.28	15,202.88	4,337.50	15,797.66
SW540 - HOPKINS GRIMBLE WATER DISTRICT	5,077.14	12,344.45	2,418.75	15,002.84
SW545 - HICKOX ROAD WATER DISTRICT	-18,507.30	3,811.31	0.00	-14,695.99
SW550 - NOTT RD EXT. 40 WATER DISTRICT	2,136.33	6,148.92	806.00	7,479.25
SW555 - CO RD 32 EXT. 41 WATER DISTRICT	-54,488.16	11,768.80	1,967.46	-44,686.82
TC100 - CUSTODIAL FUNDS	0.00	0.00	0.00	0.00
Report Total:	10,547,846.01	14,708,639.22	10,465,480.01	14,791,005.22

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
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	\$ 10,881.92
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	\$ 16,472.84
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	\$ 30,763.33
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14	\$3,402.95	\$4,524.16	\$3,033.55	\$6,204.17	\$4,592.96	\$ 8,712.98	\$ 7,577.29
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51	\$178.52	\$6,696.39	\$236.97	\$3,819.66	\$ 421.25	\$ 8,025.32
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55	\$1,984.64	\$4,053.52	\$1,112.97	\$5,287.97	\$ 9,752.83	\$ 899.80
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52	\$4,001.48	\$4,222.09	\$5,123.36	\$5,855.13	\$ 5,725.84	\$ 9,545.89
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31	\$10,281.09	\$3,710.81	\$375.47	\$7,826.98	\$ 10,027.05	
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	\$1,940.93	\$2,009.68	\$5,625.97	\$947.17	\$2,322.81	\$ 5,229.27	
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	\$459.55	\$173.01	\$145.03	\$5,423.05	\$2,766.33	\$ 1,504.76	
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	\$6,743.01	\$6,656.18	\$6,289.66	\$3,912.18	\$854.43	\$ 9,598.69	
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	\$ 16,168.70	
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	\$ 139,188.78	\$ 84,166.39

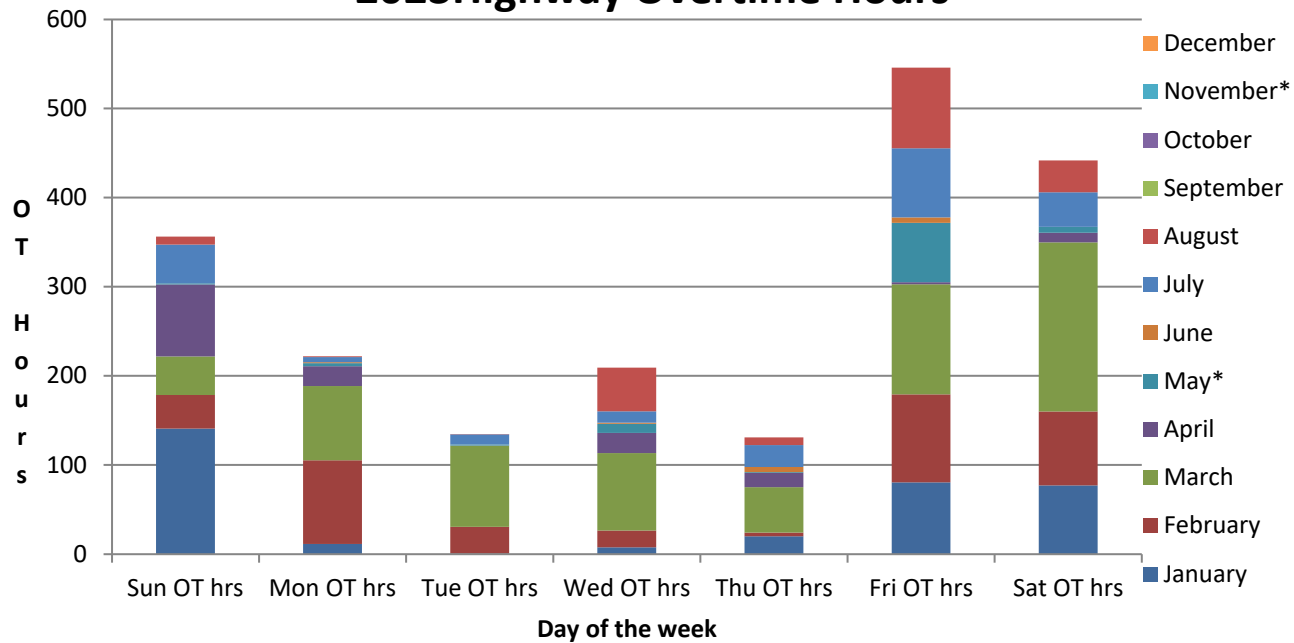
**Overtime Amounts for All Employees
2013-2023**



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January	140.75	11.25	0.5	7.5	20	80.5	77
February	37.75	94	30	19	4	98.75	83
March	43.25	83.25	91	86.75	51	123.5	189.75
April	80.75	22.25	0.25	22.75	16	2.25	10.75
May*	1.25	3.5	1.25	10.25	1	66.75	6.75
June	0	1	0	1.25	5.75	6	0
July	43.5	5.75	11.25	12.75	24.5	77.5	38.75
August	9	1	0.5	49	8.75	90.5	35.75
September	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0
November*	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0
	356.25	222.00	134.75	209.25	131.00	545.75	441.75

*3 pay period month

2023 Highway Overtime Hours



Town Clerk Report for the August 21, 2023, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of July 2023 totaled \$302,931.37 (see attached).
2. **Resolutions:**
 - A. Road Dedications, Lakewood Meadows 9D & Pierce Brook Section 1
 - B. Surety Resolution for 5007 & 5009 CO Rd 16, 4606 Cedar Cliff Drive, 5285 Black Point Drive
 - C. Sean Rothermel Facility Alcoholic Beverage Permit Application
 - D. Rebeca Doyle Resignation
 - E. LL 2023 Override Tax Cap Levy

Please let me know if you have any questions.

Submitted by,

Crystelyn Laske

Crystelyn Laske
Deputy Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Marriage Lic.	Marriage License Fees	19	332.50
		Sub-Total:		\$332.50
AA100..2001	Cabins / Halls / Pavillions	Onanda Halls/Lodging	10	2,165.00
		Sub-Total:		\$2,165.00
AA100.1255	Conservation	Conservation	5	5.36
	Misc. Fees	Copies	2	0.50
		Marriage Cert	14	140.00
		Sub-Total:		\$145.86
AA100.1603	Misc. Fees	Death Cert	38	380.00
		Sub-Total:		\$380.00
AA100.2001	Blue Heron Pavilion	Blue Heron Pavilion	1	15.00
	BYS Fee	BYS Fee	28	140.00
	Cart Fee	CC Cart Fee	142	7.10
	Credit Card Processing Fee	Credit Card Processing Fee	115	214.27
	General Lic.	Park Permit Res	16	560.00
		Park Permits Non	1	65.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	11	1,635.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	5	1,720.00
	Onanda Park Pavilion	Onanda Park Pavilions	14	1,035.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	4	550.00
	Park Rentals	Onanda Cabin Residential Weekly	16	7,065.00
	Pavilion rental	Pierce Park Pavilions	5	90.00
	Walk Ins	Onanda Receipts	545	3,116.87
	WL Schoolhouse Weekend	WL Schoolhouse Weekend	4	240.00
		Sub-Total:		\$16,453.24
AA100.2110	Plan & Zone	Zoning Fee	5	800.00
		Sub-Total:		\$800.00
AA100.2120	Plan & Zone	Soil Erosion	3	450.00
		Sub-Total:		\$450.00
AA100.2148	Misc. Fees	Returned Check Fee	6	120.00
		Sub-Total:		\$120.00
AA100.2544	Dog Licensing	Female, Spayed	42	798.00
		Female, Unspayed	2	54.00
		Male, Neutered	50	950.00
		Male, Unneutered	6	162.00
		Replacement Tags	1	3.00
	Late Fees	Late Fees	16	80.00
		Sub-Total:		\$2,047.00
AA100.2590	Building Fee	Building Fee	38	12,792.00
	Plan & Zone	Site Development	1	200.00
		Sub-Total:		\$12,992.00

\$100 in
 returned
 check
 Fees
 goes to
 water
 total on
 spreadsheet
 2 Fees
 7-24-23
 #7554
 1 Fee
 7-27-23
 #7560
 2 Fees
 7-31-23
 #7563

Account#	Account Description	Fee Description	Qty	Local Share
AA100.2591	Misc. Fees	Transfer Coupons	1121	2,242.00
		Sub-Total:		\$2,242.00
CM100-2001	Plan & Zone	Parks And Recreation	3	4,500.00
		Sub-Total:		\$4,500.00
SW500.2140	Rents Payments	Rents Payments	80	257,455.93
		Sub-Total:		\$257,455.93
SW500.2142	Water Sales	Water Sales	2	152.50
		Sub-Total:		\$152.50
SW500.2148	Penalty	Penalty	49	2,060.20
		Sub-Total:		\$2,060.20

Total Local Shares Remitted:	\$302,296.23
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Amount paid to: NYS Ag. & Markets for spay/neuter program	116.00
Amount paid to: NYS Environmental Conservation	91.64
Amount paid to: State Health Dept. For Marriage Licenses	427.50

Total State, County & Local Revenues:	\$302,931.37
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Total Non-Local Revenues:	\$635.14
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To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

NYS DOH Marriage	Ck # 1009	\$427.50	
NYS Ag Markets (dog)	Ck # 1008	\$116.00	
NYS DEC (decals)	EFT 8/14/23	\$91.64	
Pynt To Town Park & Rec Fees	Ck # 1010	\$4,500.00	
Original Pynt To Town		\$297,796.23	
Infintech (Credit Card Charges for June 2023)		-\$246.68	Automatically W/D from TC Ckg Act (7/6/2023)
Infintech (Cart Fee 5¢/Trans) June 2023		-\$20.85	Automatically W/D from TC Ckg Act (7/12/2022)
OC Water Pynt into Gen Fund		-\$117.84	Deposited into Town Gen Act on (7/14/2023)
Cost to Order TC Checking Act Deposit Slips		-\$147.36	Automatically W/D from TC Ckg Act (7/10/2023)
Total W/drawals from TC Ckg Act		-\$532.73	
Pynt to Town Receipts	Ck # 1012	\$297,263.50	
Total of Checks Written/Transfer:		\$302,931.37	

Investment Authorization

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

To: Town of Canandaigua Town Board

Authorized Banks of the Town of Canandaigua

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

The following individuals do hereby authorize the investment of \$2,080,176.26 CD#1 (2173)

☒ For a term of 14 days at a rate of 5.10% interest at CNB.

Issue date: 08/01/23

Maturity Date: 08/15/23

☐ Into a NYCLASS investment account.

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

General Fund AA100.0242.00000 - \$1,040,088.14

Open Space AA234.0242.00000 - \$520,044.06

CDGA Cons. WD SW500.0242.00000 - \$520,044.06

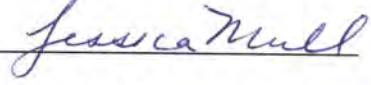
Authorized by the following individuals (2 required):

Signature: 

Name: Doug Finch

Title: Town Manager

Date: 08/01/2023

Signature: 

Name: Jessica Mull

Title: Finance Clerk

Date: 08/01/2023

The Canandaigua National Bank and Trust Company

Certificate of Deposit Account

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

This account is non-negotiable and non-transferable

Member
FDIC

Account Number 2173

Customer Name and Address

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

**Issue Date
08-01-2023**

**Term
14 Days**

Amount \$2,080,176.26

**Interest Payment
At Maturity**

Mailing Address

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

**Interest Payment Method
Simple**

**Renewal Option
Non-Renewable**

**Form of Ownership
Municipal**

Tax I.D. No. 2197

By: Mary Kay Bashaw

(Bank Representative)

Rate Information

The interest rate for your certificate is **5.100** with an annual percentage yield of **5.17**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **08-15-2023**. Interest will be paid at maturity.

Balance Computation Method

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

Minimum Balance Requirements

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

Early Withdrawal Penalties

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

Transaction Limits

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

Renewal Policies

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

Accrual of Interest on Non-cash Deposits

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

Investment Authorization

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

To: Town of Canandaigua Town Board

Authorized Banks of the Town of Canandaigua

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

The following individuals do hereby authorize the investment of \$2,810,353.00 CD#4 (1094)

☒ For a term of 14 days at a rate of 5.10% interest at CNB.

Issue date: 08/01/23

Maturity Date: 08/15/23

☐ Into a NYCLASS investment account.

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

Highway Fund AA100.0246.00000 - \$802,958.00

ARPA Capital Project HH100.0246.00033 - \$1,003,697.50

Highway Imp Capital Project HH100.0246.00039 - \$1,003,697.50

Authorized by the following individuals (2 required):

Signature: 

Name: Doug Finch

Title: Town Manager

Date: 08/01/2023

Signature: 

Name: Jessica Mull

Title: Finance Clerk

Date: 08/01/2023

The Canandaigua National Bank and Trust Company

Certificate of Deposit Account

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

This account is non-negotiable and non-transferable

Member
FDIC

Account Number 1094

Customer Name and Address

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

Issue Date
08-01-2023

Term
14 Days

Amount \$2,810,353.00

**Interest Payment
At Maturity**

Mailing Address

5440 State Route 5 And 20
Canandaigua NY 14424-9327

Interest Payment Method
Simple

Renewal Option
Non-Renewable

Form of Ownership
Municipal

Tax I.D. No. 2197

By: Mary Kay Bashaw

(Bank Representative)

Rate Information

The interest rate for your certificate is **5.100** with an annual percentage yield of **5.17**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **08-15-2023**. Interest will be paid at maturity.

Balance Computation Method

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

Minimum Balance Requirements

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

Early Withdrawal Penalties

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

Transaction Limits

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

Renewal Policies

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

Accrual of Interest on Non-cash Deposits

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

August 11, 2023

Report to the Town Board

From: Town of Canandaigua Special Events Committee

The Town Special Events Committee, the Canandaigua Lake Watershed Alliance and designer Kurt Knoblauch partnered to bring to life a 4th of July float that carried several themes: protecting Canandaigua Lake by using LED flares during the Ring of Fire, Promoting Lake Friendly signage, Lake Activities at our Parks and also, advertising the April 2024 Total Eclipse.

The float was spectacular due to the many helping hands that contributed to its design and construction. As a result, the float has been honored with the prestigious "Most Outstanding Float" award for its unparalleled creativity.

We designed, printed and framed "Thank You's" to present to the organizations, businesses and volunteers:

Canandaigua Lake Watershed Association

Finger Lakes Visitors Connection

Spring Valley Gardens

Town Board and Staff

Kids and Grandkids whose activities on the float were an audience hit

Tim Stryker with his antique tractor

Town Special Events Committee

A special "Thank You " to Float Designer, Kurt Knoblauch, for his creativity and leadership in making it "look easy" when in fact, it is hard and time-consuming.

We appreciate all your time and effort. We could not have done it without you!

Also a big "Thank You" to Jim Fletcher for lending a place to build the float, for a super clean town truck to haul the float and for making sure the float arrives in great condition to the parade.

We had a beautiful flag/banner designed to match the town's new gateway signage, which we had on the float flagpole and hope it can get placed in Town Hall. We also had navy blue T-shirts with a Total Eclipse design on the back for all float participants.

The Special Events team is now gearing up for the 2023 Halloween@Onanda.

Respectfully submitted,

Oksana Fuller and the Special Events Committee

Thank you for your support.

A handwritten signature in blue ink, reading "Sarah Reynolds". The signature is fluid and cursive, with the first name "Sarah" and last name "Reynolds" clearly legible.

Sarah Reynolds

Administrative Coordinator / Planner

ATTACHMENT 3

Reports of Boards, Committees, & Project Teams

TOWN OF CANANDAIGUA

JULY 2023 - DEVELOPMENT OFFICE REPORT

Planning, Zoning, and Building Permit Applications

Planning/Zoning Applications submitted (7/1/23-7/31/23)	10
Building Permit Applications submitted (7/1/23-7/31/23)	51
Building Permits issued (7/1/23-7/31/23)	36

Short Term Rentals

Short term rental permit applications are all now being processed through Cloudpermit.

2023 Year-To-Date

Current Listed Short Term Rentals found by Property Guard:	97
Number of Active Short Term Rental Permits (in 2023)	24
Number of notification letters sent	41
Un-notified Short Term Rentals	34*
Notices of Violations issued	2
Inspections pending (based on complaints or other triggers)	1
Current pending applications	6

2023 Short Term Rental Revenue

Total permits Jan 1 – May 14, 2023 (under old law, old fee)	21 permits	\$ 1,909.67
Total permits May 15 – Aug 11, 2023 (under new law, new fee)	3 permits	<u>\$ 2,700.00</u>
	Total Revenue	\$ 4,609.67

2023 Short Term Rental Expenses (not expended yet)

Annual fee (according to our contract) with Property Guard (typically billed in September, hasn't been paid yet)	\$ 7,500.00
---	--------------------

*Property Guard has told me that this number will be updated within a week and should be at or near zero. That would mean that all properties they have found have been sent a notification.

Cloudpermit

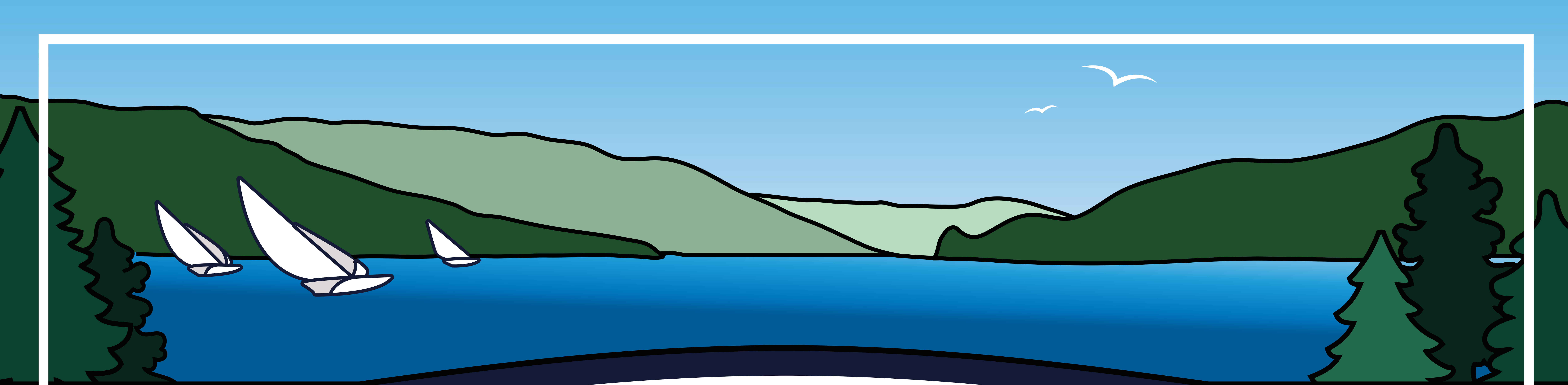
Cloudpermit is working well. Staff and applicants are becoming more familiar with it every day. The Code Enforcement Office has now successfully begun to use electronic tablets out in the field for on-site inspections with real-time reporting through Cloudpermit, enabling us to take a project from application to close out entirely through Cloudpermit with very little paper generation.

Long Term Planning

The draft Sidewalk Enhancement Map & Plan is finished. The project committee has reviewed it and the Planning Board is reviewing it at their next meeting. The Project Committee is expected to make a recommendation to the Town Board in September. If you wish to view the draft document and map, it is available upon request.

Project Teams - Local History Team

The final draft of the annotated property list of all historical structures in the town – funded by the Town's Preserve NY grant project – has been completed. The Team is providing a recommendation to the Town Board for acknowledgement and there is a public presentation planned for August 30 at 6pm at the Cheshire Fire Hall.



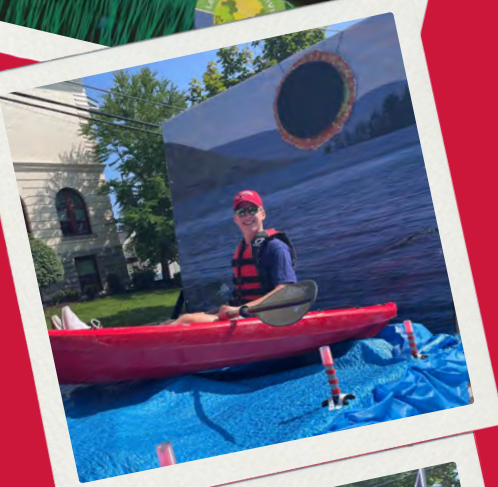
TOWN
of
CANANDAIGUA
EST. 1791



Dear Valued Volunteer,

On behalf of the Town of Canandaigua and the Canandaigua Lake Watershed Association, we extend our deepest gratitude for your unwavering dedication and hard work in creating an extraordinary 4th of July float. Your collective efforts brought the spirit of our community to life and it brings us immense joy to announce that our joint float has been honored with the prestigious "Most Outstanding Float" award for its unparalleled creativity. Your commitment to making this celebration exceptional is truly commendable, and we are incredibly proud to have such a talented and passionate team. Thank you for making this year's festivities a resounding success!

With heartfelt appreciation,
The Town of Canandaigua
Special Events Committee



ATTACHMENT 4



Town of Canandaigua , NY

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT02586 - 2023-08-11 JM BA for land appraisal per DF

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000355	2023 Adopted Town Budget	BA for land appraisal per DF	8/11/2023

Summary Description: Budget transfer from contingency to land acquisition contractual line for appraisal of property per DF

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.1940.400.00000	PURCHASE OF LAND/RIGHT OF...	BA for land appraisal per DF	0.00	1,500.00	1,500.00
August: 1,500.00					
AA100.1990.400.00000	CONTINGENCY	BA for land appraisal per DF	114,435.96	-1,500.00	112,935.96
August: -1,500.00					

Budget Code Summary

Budget	Budget Description	Account
2023 Adopted	2023 Adopted Town Budget	AA100.1940.400.00000 AA100.1990.400.00000

Account Description	Before	Adjustment	After
PURCHASE OF LAND/RIGHT OF W...	0.00	1,500.00	1,500.00
CONTINGENCY	114,435.96	-1,500.00	112,935.96
2023 Adopted Total:	114,435.96	0.00	114,435.96
Grand Total:	114,435.96	0.00	114,435.96

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2023 Adopted - 2023 Adopted Town Budget Fiscal: 2023			
AA100	114,435.96	0.00	114,435.96
Budget Code 2023 Adopted Total:	114,435.96	0.00	114,435.96
Grand Total:	114,435.96	0.00	114,435.96

ATTACHMENT 5

LAW OFFICE OF REID A. HOLTER

117 WEST MAIN STREET
VICTOR, NEW YORK 14564
(585) 924-0540
FAX: (585) 924-0598

March 27, 2023

Via Email: cnadler@cnadlerlaw.com

Christian M. Nadler, Esq.
9 Mima Circle
Fairport, New York 14450

Re: William A. and Kathleen A. Bernatovich to Town of Canandaigua
Property Address: 0000 Barnes Road, Town of Canandaigua

Dear Mr. Nadler:

I represent the Sellers in connection with the above-referenced Purchase and Sale Agreement. It is my understanding that the Contract is contingent upon attorney approval by today. There are several issues in the Contract that my clients and I feel need to be clarified; therefore, I am unable to approve the Contract at this time. If you and your client are willing to extend the approval period, I will provide you with an approval letter in the near future.

Thank you for your consideration.

Very truly yours,

Reid A. Holter

Reid A. Holter

RAH/tmf



Area North of gully (for right of first refusal)

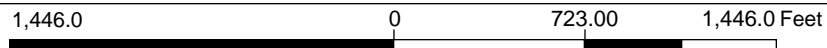


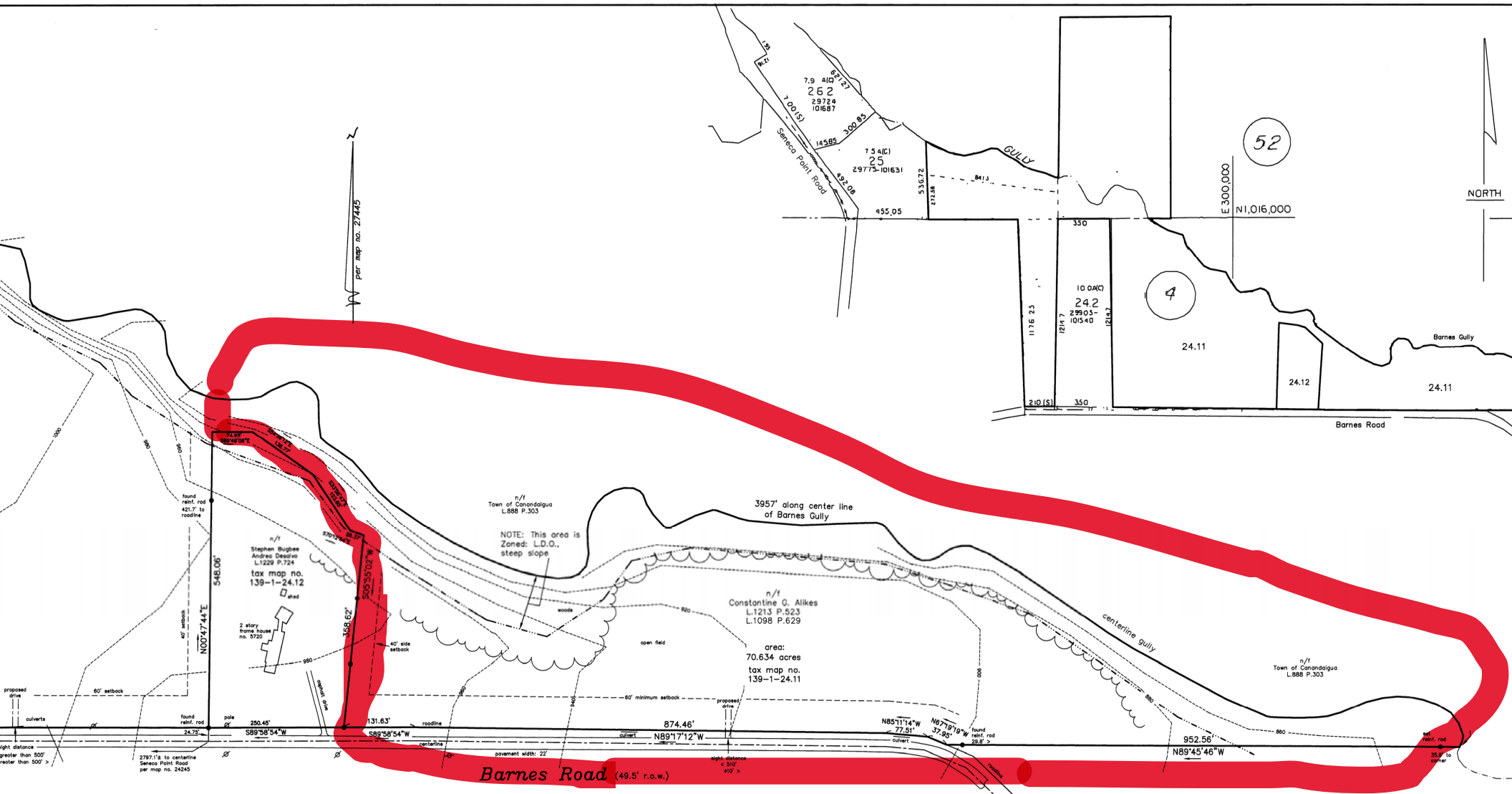
Legend

- Address Points
- Tax Parcels
- Railroads
- Streams
- Municipal Boundaries
- Finger Lakes Region
- Detailed Streets
 - Interstate
 - State or US Routes
 - County Roads
 - Local Public Roads
 - Private Roads

Map Created: 3/22/2023

Notes





References
 17244, 17244, 27445, 8586, 9448,
 3, L.1098 P.629, L.1213 P.523
 Flood Zone X, per FIRM 360598
 7 on per USGS Quad. Mapping
 areared without the benefit of an
 e

Zoning
 District: RR-3
 Min. area: 3 acres
 Min. front setback: 60'
 Min. rear setback: 40'
 Min. side setback: 40'
 Min. width: 225'
 also District: L.D.O., steep slope, as depicted

Legend
 o survey monumentation
 - utility pole

Plan of Land of
Constantine G. Alikes
 Town of Canandaigua, Ontario County, New York
 Scale: 1 inch = 100 feet August 12, 2009

ONTARIO COUNTY CLERK'S OFFICE
 FILED
 JUN 8 2010
 JOHN H. COOLEY, County Clerk
 By ACTING DEPUTY CLERK

31426-B



Certifications: William A. Bernatovich and Kathleen A. Bernatovich; Reid A. Hatter, Esq.
 I certify that this plan was prepared August 12, 2009 from notes of an instrument survey completed March 16, 2009 and from materials referenced hereon.
 David M. Parrinello
 David M. Parrinello NYSPLS 049724

LAW OFFICE OF REID A. HOLTER

117 WEST MAIN STREET
VICTOR, NEW YORK 14564
(585) 924-0540
FAX: (585) 924-0598

April 13, 2023

Via Email: cnadler@cnadlerlaw.com

Christian M. Nadler, Esq.
9 Mima Circle
Fairport, New York 14450

Re: William A. Bernatovich and Kathleen A. Bernatovich to Town of Canandaigua
Property Address: Portion of Tax Map #139.00-1-24.110
12.95 Acres Vacant Land + Easement of 1,943 feet by 20 feet

Dear Mr. Nadler:

On behalf of the Sellers in the within transaction, I can approve the Purchase and Sale Contract last dated March 22, 2023 provided your client agrees that the terms of the License Agreement and Right of First Refusal shall be as set forth in the attached agreement (to be signed at the closing). If this is acceptable to your client, please arrange to have them sign the enclosed copy of this letter, please sign it to indicate your approval and return the same to me. I will make arrangements to have Mr. and Mrs. Bernatovich sign it and shall provide you with a copy. If you would like to discuss this further, please do not hesitate to contact me.

I apologize for taking so long to get this out, the delay was entirely on my part.

Please do not hesitate to contact myself or my assistant, Tonja Foster (tonja@holterlawoffice.com), in connection with this transaction. We look forward to working with you on this matter.

Very truly yours,

Reid A. Holter

Reid A. Holter

RAH/tmf

cc: Mr. and Mrs. William A. Bernatovich

Christian M. Nadler, Esq.
April 13, 2023
Page 2

We have all received a copy of the within correspondence and its referenced enclosure and agree with their contents:

Dated: April __, 2023

William A. Bernatovich, Seller

Dated: April __, 2023

Kathleen A. Bernatovich, Seller

Town of Canandaigua, Buyer

Dated: April __, 2023

By: _____
Jared Simpson, Town Supervisor

Attorney Approval for Buyer:

Dated: April __, 2023

Christian M. Nadler, Esq.

LICENSE AGREEMENT AND RIGHT OF FIRST REFUSAL FOR HIKING TRAIL

This License Agreement is made this ____ day of _____, 2023 by and between William A. Bernatovich and Kathleen A. Bernatovich, residing at 5740 Barnes Road, Canandaigua, New York 14424, hereinafter referred to as the "Licensors" and the Town of Canandaigua, a municipal corporation, with offices located at 5440 Route 5 & 20 W, Canandaigua, New York 14424, hereinafter referred to as the "Licensee".

Licensors are the owners of a certain premises known as 5740 Barnes Road (the "Property"), located in the Town of Canandaigua, County of Ontario and State of New York. The Licensee wishes to establish a hiking trail along the northern and eastern boundary lines of the Property for use by the public. The Licensors have agreed to grant a license for that portion of the Property described below to the Licensee to allow the Licensee to establish and maintain a hiking trail in the location described below, hereinafter referred to as the "License Area".

The License Area subject to this License Agreement shall be twenty (20) feet in width centering on the centerline of an existing trail established across the northern and eastern boundary lines of the Property as shown on an instrument survey map to be prepared by the Licensee and agreed to in writing by the parties hereto.

In consideration of One Dollar (\$1.00), which has been waived, the mutual covenants set forth herein and other good and valuable consideration, the Licensors hereby grants a license for a term of five (5) years over the License Area described above.

1. This License Agreement is personal to the parties and does not and is not intended to create any interest in real property.
 2. The Licensee has agreed to install signs that are natural and natural barriers to keep pedestrians in the License Area and off of the Licensors' remaining lands.
 3. Until (1) the instrument survey has been approved by the parties and (2) the signs and barriers have been installed, the Licensee shall not permit anyone to use the License Area for walking or biking purposes.
 4. Once (1) the instrument survey has been approved by the parties and (2) the signs and barriers have been installed, the Licensee may permit the public to use the License Area for walking and bicycle purposes only.
 5. The Licensee agrees to maintain the License Area in a safe condition.
 6. Licensee hereby agrees to indemnify Licensors and hold harmless the Licensors from and against all demands, claims, actions, or causes of action, assessments, lawsuits, damages, liabilities, costs and expenses, including without limitation, interest, penalties, and reasonable attorney's fees and expenses resulting to, imposed upon, or incurred by the Licensors by reason of or resulting from any and all claims, liabilities, or obligations arising out of the use of the Property by the Licensee or by any member of the public.
-

7. Licensee shall have the right of first refusal to meet any bona fide offer of sale of real property containing any part of the License Area. In the event the Licensors desire to sell any portion of the Property containing any part of the License Area, they shall advise the Licensee in writing (the "Notice of Intent to Sell") addressed to the Town Supervisor and delivered to the Town Hall in the Town of Canandaigua. The Notice of Intent to Sell shall advise Licensee that the Licensors wish to sell such property and shall include a copy of the offer which the Licensors wish to accept.
8. If the Licensee elects to exercise the right of first refusal, Licensee shall send a Notice of Intent to Exercise to the Licensors by certified mail with return receipt requested. The Licensee's Notice of Intent to Exercise shall indicate that the Licensee will match the terms of the proposed contract in all respects. The Notice of Intent to Exercise must be sent within one (1) week of the Licensee's receipt of the Licensors' Notice of Intent to Sell.
9. In the event Licensee fails to send a Notice of Intent to Exercise in accordance with this agreement, all rights under this right of first refusal shall terminate and the Licensors shall have the right to sell the Property to any third party.
10. This License Agreement and Right of First Refusal shall terminate five (5) years after the execution of this agreement.
11. In addition, either party shall have the right to terminate this License Agreement and Right of First Refusal upon ninety (90) days written notice to the other, by certified mail with return receipt requested.
12. Upon the termination of this License Agreement, the Right of First Refusal shall also terminate.

Dated: _____, 2023

William A. Bernatovich, Licensors

Dated: _____, 2023

Kathleen A. Bernatovich, Licensors

Dated: _____, 2023

Town of Canandaigua, Licensee

By: _____
Jared Simpson, Town Supervisor

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

On the day of in the year 2023, before me, the undersigned, personally appeared **WILLIAM A. BERNATOVICH**, 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

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

On the day of in the year 2023, before me, the undersigned, personally appeared **KATHLEEN A. BERNATOVICH**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the day of in the year 2023, before me, the undersigned, personally appeared **JARED SIMPSON**, 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

ADDENDUM 1

Seller and Buyer agree to the following terms, conditions, and contingencies:

- (1) The Purchase and Sale Contract is contingent upon the Town of Canandaigua obtaining an appraisal indicating a value equal to or greater than the Purchase Price on or before May 1, 2023.
- (2) If the above-referenced appraisal indicates a value greater than the Purchase Price the Town of Canandaigua will provide a receipt for said the amount over the Purchase Price as a contribution to the Town of Canandaigua.
- (3) Seller and Buyer will walk the ~~Easement~~ ^{Land Use Agreement} Area on or before April 15, 2023 to identify areas where the Buyer will install natural or unnatural barriers to keep pedestrians along the ~~Easement~~ ^{Land Use Agreement} Area and off Seller's Remaining Lands.
- (4) Buyer will hold harmless Seller for any pedestrians using the ~~Easement~~ ^{Land Use Agreement} Area.
- (5) Buyer will install ^{cost effective (no fencing)} natural and/or unnatural barriers along the ~~Easement~~ ^{Land Use Agreement} Area prior to opening said ~~Easement~~ ^{Land Use Agreement} Area to pedestrian access and in any event no later than December 31, 2025.
- (6) Buyer agrees not to install any man-made structures or tent sites along the 12.98 acres being purchased by Buyer until December 31, 2028, unless Seller consents in writing.
- (7) Buyer will meet with the Seller to consider natural and/or unnatural barriers to be installed including trees, to clearly mark the boundary of the Onanda Park property to keep visitors to Onanda Park off the property located at 5720 Barnes Road and to consider any barriers being installed to ensure the view of Canandaigua Lake if any is not impeded by the construction of such barriers.

N/A

(7) Land use Agreement - general conditions
attached Addendum 2 (attached)

(8) As part of Land use Agreement and terms of sale, Buyer would receive a right of first refusal on the purchase of land use agreement area ^{not less than} and not more than approximately 20 acres of the portion of sellers land north of gully, value (price) to be determined by appraisal of portion being purchased, at the expense of the buyer.

N/A
KTO

Addendum 2

Land use Agreement

- release by closing (to be determined.)
- follow existing primary trail
 - ↳ Town to walk area w/ landowner prior to use
 - ↳ Town responsible installation of signage
 - ↳ Town responsible to install cost effective natural barriers
 - ↳ Town to mulch trail
 - ↳ Town provide insurance liability to landowner
 - ↳ hold harmless
 - ↳ size: walking path using existing trails to connect Onanda upland to Rhodes parcel
 - ↳ Town to survey and mark
- 5 years - Term
 - ↳ renewable by both parties
- Price: \$1 yr
- Termination: 90 days written notice

WAF
for

LAW OFFICE OF REID A. HOLTER

117 WEST MAIN STREET
VICTOR, NEW YORK 14564
(585) 924-0540
FAX: (585) 924-0598

April 13, 2023

Via Email: cnadler@cnadlerlaw.com

Christian M. Nadler, Esq.
9 Mima Circle
Fairport, New York 14450

Re: William A. Bernatovich and Kathleen A. Bernatovich to Town of Canandaigua
Property Address: Portion of Tax Map #139.00-1-24.110
12.95 Acres Vacant Land + Easement of 1,943 feet by 20 feet

Dear Mr. Nadler:

On behalf of the Sellers in the within transaction, I can approve the Purchase and Sale Contract last dated March 22, 2023 provided your client agrees that the terms of the License Agreement and Right of First Refusal shall be as set forth in the attached agreement (to be signed at the closing). If this is acceptable to your client, please arrange to have them sign the enclosed copy of this letter, please sign it to indicate your approval and return the same to me. I will make arrangements to have Mr. and Mrs. Bernatovich sign it and shall provide you with a copy. If you would like to discuss this further, please do not hesitate to contact me.

I apologize for taking so long to get this out, the delay was entirely on my part.

Please do not hesitate to contact myself or my assistant, Tonja Foster (tonja@holterlawoffice.com), in connection with this transaction. We look forward to working with you on this matter.

Very truly yours,

Reid A. Holter

Reid A. Holter

RAH/tmf

cc: Mr. and Mrs. William A. Bernatovich

Christian M. Nadler, Esq.
April 13, 2023
Page 2

We have all received a copy of the within correspondence and its referenced enclosure and agree with their contents:

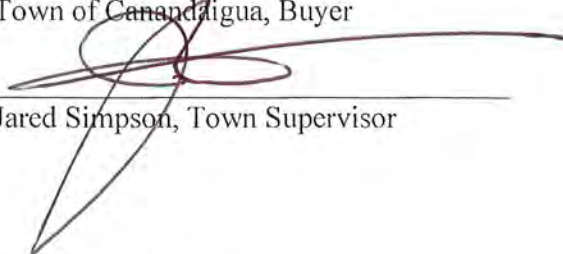
Dated: April __, 2023

William A. Bernatovich, Seller

Dated: April __, 2023

Kathleen A. Bernatovich, Seller

June
Dated: ~~April~~ 12, 2023

Town of Canandaigua, Buyer
By: 

Jared Simpson, Town Supervisor

Attorney Approval for Buyer:

June
Dated: ~~April~~ 12, 2023



Christian M. Nadler, Esq.

LICENSE AGREEMENT AND RIGHT OF FIRST REFUSAL FOR HIKING TRAIL

This License Agreement is made this ____ day of _____, 2023 by and between William A. Bernatovich and Kathleen A. Bernatovich, residing at 5740 Barnes Road, Canandaigua, New York 14424, hereinafter referred to as the "Licensors" and the Town of Canandaigua, a municipal corporation, with offices located at 5440 Route 5 & 20 W, Canandaigua, New York 14424, hereinafter referred to as the "Licensee".

Licensors are the owners of a certain premises known as 5740 Barnes Road (the "Property"), located in the Town of Canandaigua, County of Ontario and State of New York. The Licensee wishes to establish a hiking trail along the northern and eastern boundary lines of the Property for use by the public. The Licensors have agreed to grant a license for that portion of the Property described below to the Licensee to allow the Licensee to establish and maintain a hiking trail in the location described below, hereinafter referred to as the "License Area".

The License Area subject to this License Agreement shall be twenty (20) feet in width centering on the centerline of an existing trail established across the northern and eastern boundary lines of the Property as shown on an instrument survey map to be prepared by the Licensee and agreed to in writing by the parties hereto.

In consideration of One Dollar (\$1.00), which has been waived, the mutual covenants set forth herein and other good and valuable consideration, the Licensors hereby grants a license for a term of five (5) years over the License Area described above.

1. This License Agreement is personal to the parties and does not and is not intended to create any interest in real property.
2. The Licensee has agreed to install signs that are natural and natural barriers to keep pedestrians in the License Area and off of the Licensors' remaining lands.
3. Until (1) the instrument survey has been approved by the parties and (2) the signs and barriers have been installed, the Licensee shall not permit anyone to use the License Area for walking or biking purposes.
4. Once (1) the instrument survey has been approved by the parties and (2) the signs and barriers have been installed, the Licensee may permit the public to use the License Area for walking and bicycle purposes only.
5. The Licensee agrees to maintain the License Area in a safe condition.
6. Licensee hereby agrees to indemnify Licensors and hold harmless the Licensors from and against all demands, claims, actions, or causes of action, assessments, lawsuits, damages, liabilities, costs and expenses, including without limitation, interest, penalties, and reasonable attorney's fees and expenses resulting to, imposed upon, or incurred by the Licensors by reason of or resulting from any and all claims, liabilities, or obligations arising out of the use of the Property by the Licensee or by any member of the public.

7. Licensee shall have the right of first refusal to meet any bona fide offer of sale of real property containing any part of the License Area. In the event the Licensors desire to sell any portion of the Property containing any part of the License Area, they shall advise the Licensee in writing (the "Notice of Intent to Sell") addressed to the Town Supervisor and delivered to the Town Hall in the Town of Canandaigua. The Notice of Intent to Sell shall advise Licensee that the Licensors wish to sell such property and shall include a copy of the offer which the Licensors wish to accept.
8. If the Licensee elects to exercise the right of first refusal, Licensee shall send a Notice of Intent to Exercise to the Licensees by certified mail with return receipt requested. The Licensee's Notice of Intent to Exercise shall indicate that the Licensee will match the terms of the proposed contract in all respects. The Notice of Intent to Exercise must be sent within one (1) week of the Licensee's receipt of the Licensors' Notice of Intent to Sell.
9. In the event Licensee fails to send a Notice of Intent to Exercise in accordance with this agreement, all rights under this right of first refusal shall terminate and the Licensors shall have the right to sell the Property to any third party.
10. This License Agreement and Right of First Refusal shall terminate five (5) years after the execution of this agreement.
11. In addition, either party shall have the right to terminate this License Agreement and Right of First Refusal upon ninety (90) days written notice to the other, by certified mail with return receipt requested.
12. Upon the termination of this License Agreement, the Right of First Refusal shall also terminate.

Dated: _____, 2023

William A. Bernatovich, Licensors

Dated: _____, 2023

Kathleen A. Bernatovich, Licensors

Dated: _____, 2023

Town of Canandaigua, Licensee

By:

Jared Simpson, Town Supervisor

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

On the day of _____ in the year 2023, before me, the undersigned, personally appeared **WILLIAM A. BERNATOVICH**, 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

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

On the day of _____ in the year 2023, before me, the undersigned, personally appeared **KATHLEEN A. BERNATOVICH**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the day of _____ in the year 2023, before me, the undersigned, personally appeared **JARED SIMPSON**, 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



Arrowpoint Land Surveyors

Medical Arts Building
277 Alexander Street
Suite 210

Rochester, NY 14607
585.889.3670

facebook.com/arrowpointlandsurveyors

August 10, 2023

William Johnson, L.S.
MRB Group
145 Culver Road Suite 160
Rochester, NY 14620

Sent via email to: wjohnson@mrbgroup.com

RE: **Onanda Park - Town of Richmond**

Bill,

This is in response to your RFP dated August 7, 2023.

SERVICES:

1. Conduct a field boundary survey of the lands to be acquired by the Town of Canandaigua along Barns Road as indicated on your provided sketch. Provide a certified boundary map and description suitable for filing at the Ontario County Clerk's Office. Filing to be completed by the Town of Canandaigua upon closing on the new parcel. Our fee will be **\$5,800.00**.
2. Conduct a field boundary survey of the existing lands of the Town of Canandaigua which adjoins to the north of the parcel to be acquired. Provide a certified subdivision map of BOTH parcels combined into one lot which is suitable for filing at the Ontario County Clerk's Office. Our fee will be **\$12,200.00**.

NOTE:

- Project shall be tied to the New York State Plane Coordinate System, North American Datum 1983, (2012 Adjustment), 12A Geoid. Tied to the New York State CORS Network.
- Base mapping to be supplied in an Autocad Civil 3-D 2013/2024 readable format.
- Provide coordinates for each parcel corner.

Our scheduled completion date would be a minimum of 60 days from authorization to proceed. Please let me know if you have any questions or would like us to proceed.

Cordially,

A handwritten signature in blue ink, appearing to read 'Robert J. Avery'.

Robert J. Avery, L.S.
585-755-0408



Onanda Park Expansion



Area: 12.98 ac
Perimeter: 5,739.45 ft

BARNES RD

1,042.70 ft

947.64 ft

BARNES RD

ROCHESTER POINT DR

16

16

1,446.0 0 723.00 1,446.0 Feet

© Ontario County, New York

1: 8,676

This map and information is provided AS IS and Ontario County makes no warranties or guarantees, expressed or implied, including warranties of title, non-infringement, merchantability and that of fitness for a particular purpose concerning this map the information herein. User assumes all risks and responsibility for determining whether this map is sufficient for purposes intended.

Legend

- Address Points
- Tax Parcels
- Railroads
- Streams
- Municipal Boundaries
- Finger Lakes Region
- Detailed Streets
 - Interstate
 - State or US Routes
 - County Roads
 - Local Public Roads
 - Private Roads

Map Created: 3/02/2023

Notes

12.98 acres plus 20 ft easement



Onanda Park Expansion



Legend

- Tax Parcels
- Railroads
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- Finger Lakes Region
- Detailed Streets
 - Interstate
 - State or US Routes
 - County Roads
 - Local Public Roads
 - Private Roads

Map Created: 3/02/2023

Notes

12.98 acres plus 20 ft easement

2,892.0 0 1,446.00 2,892.0 Feet



Onanda Park Expansion



Legend

- Address Points
- Tax Parcels
- Railroads
- Streams
- Municipal Boundaries
- Finger Lakes Region
- Detailed Streets
 - Interstate
 - State or US Routes
 - County Roads
 - Local Public Roads
 - Private Roads

Map Created: 3/02/2023

Notes

12.98 acres plus 20 ft easement

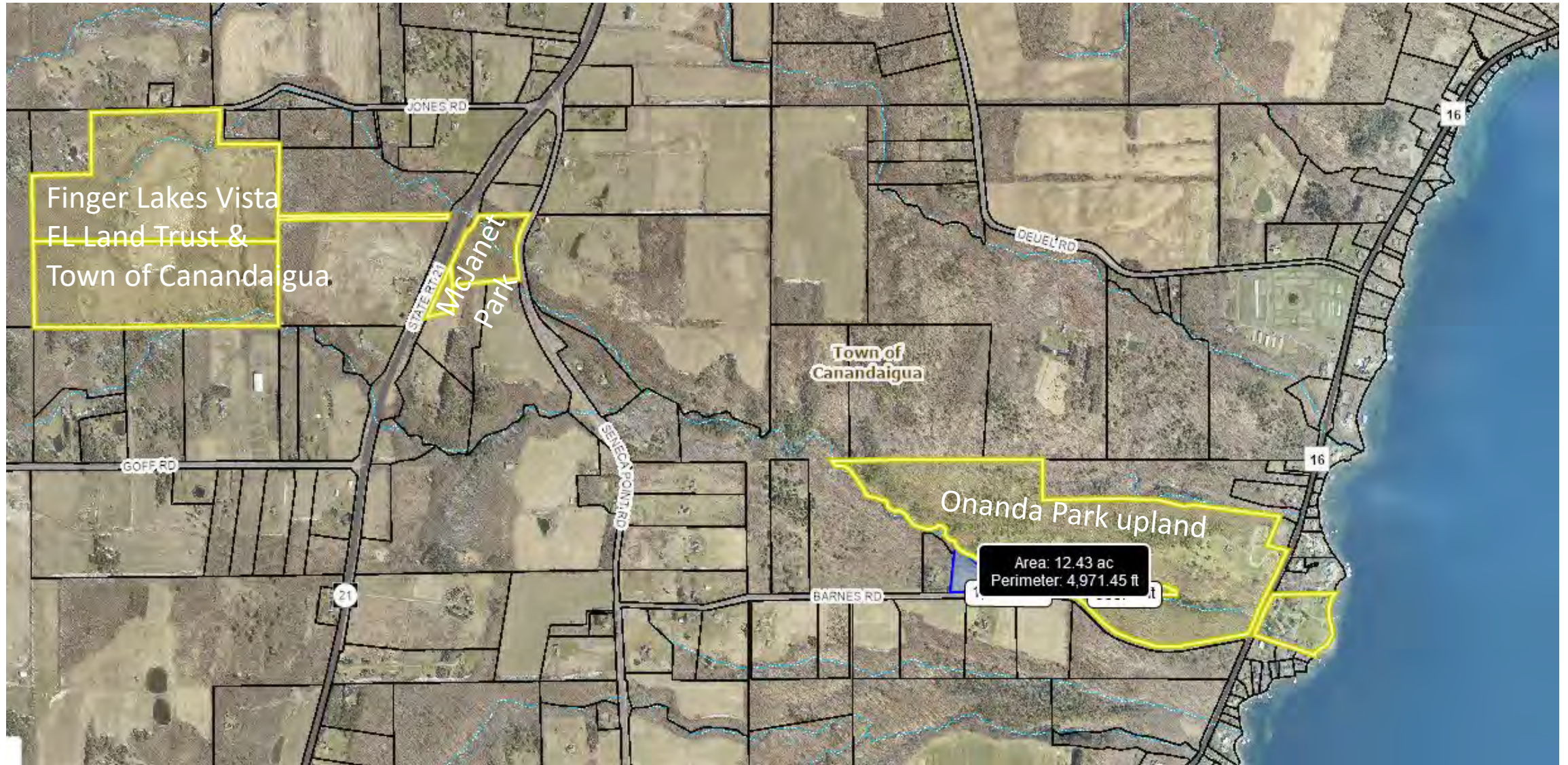
400.0 0 200.00 400.0 Feet

Possible Land Acquisition

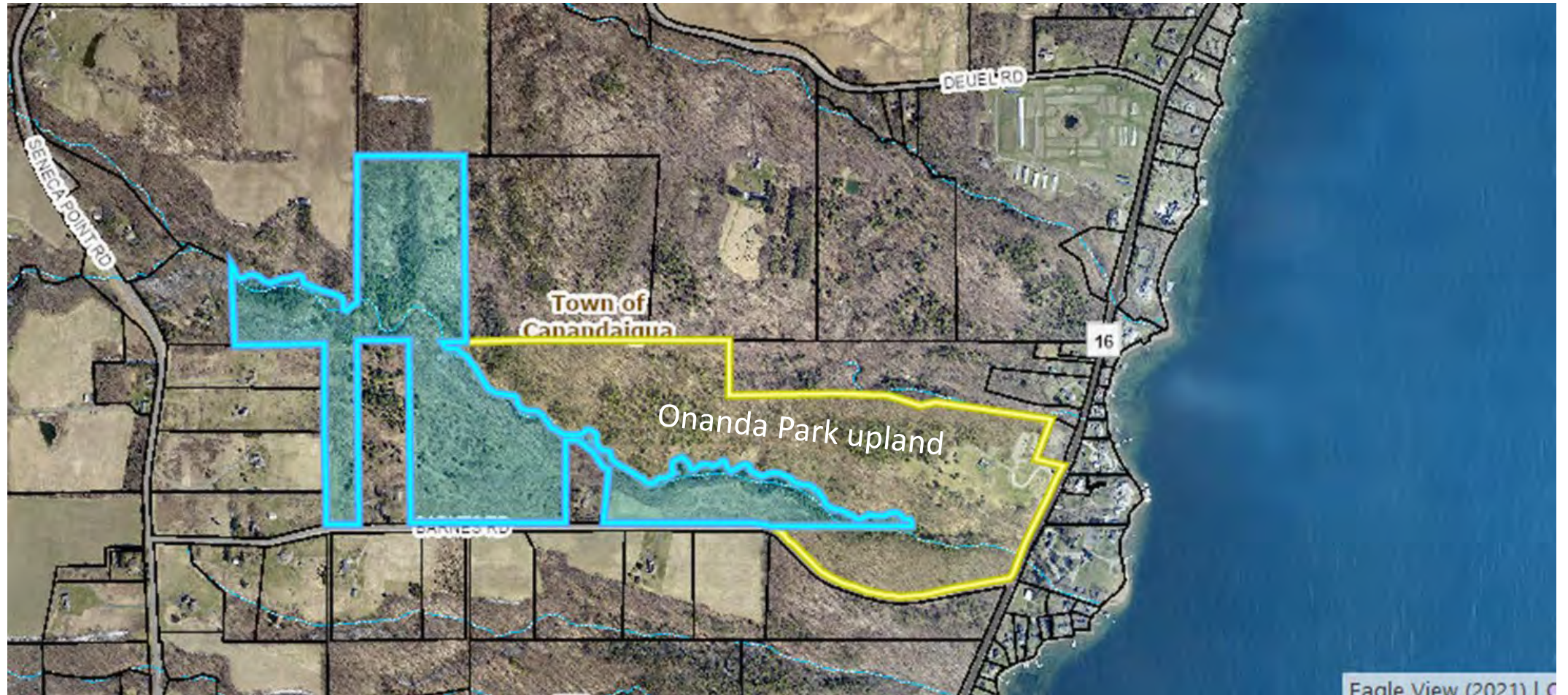
Onanda Park

Barnes Road Parcel / Access Easement to Rhodes Parcel

Possible Land Acquisition (Onanda Park)



Possible Land Acquisition (Onanda Park) portion of blue parcel

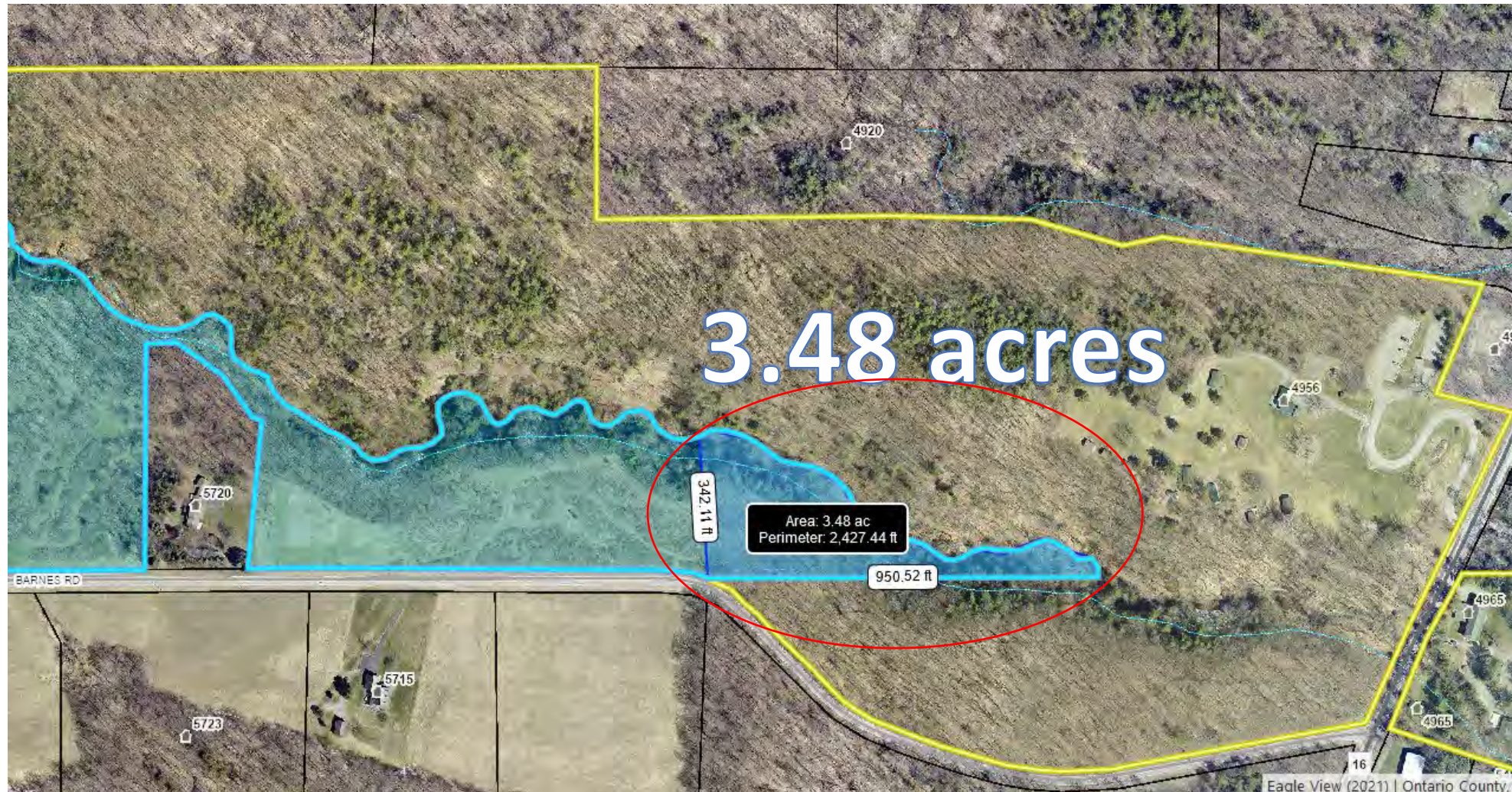


Possible Land Acquisition

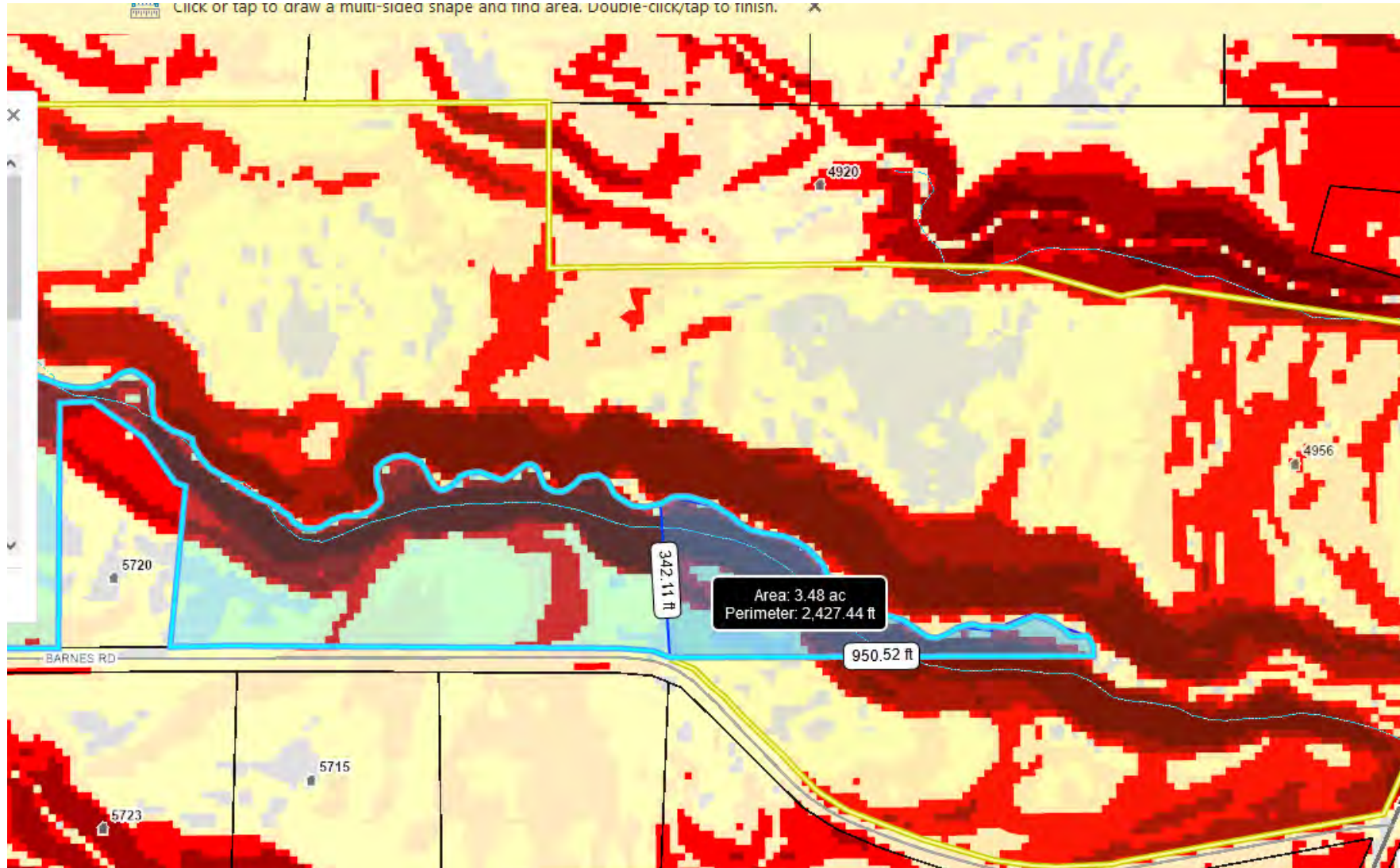
Onanda Park

OPTION # 1

Possible Land Acquisition (Option 1)



Possible Land Acquisition (Option 1)



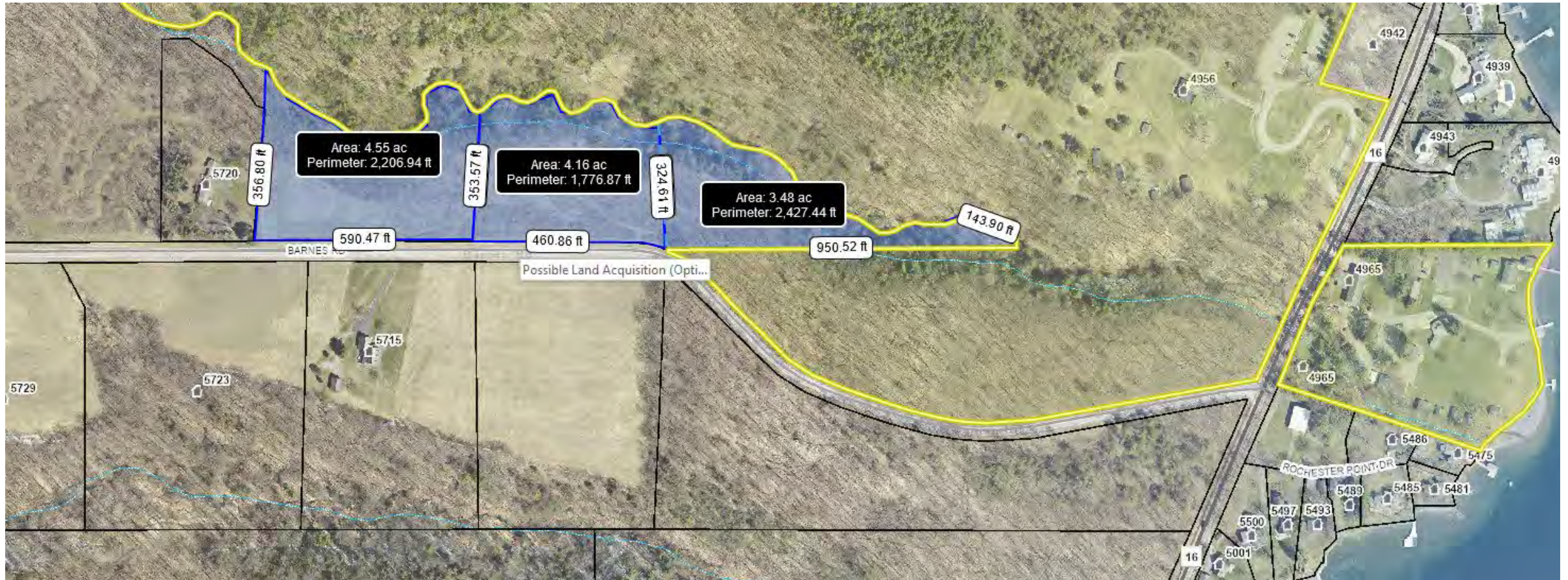
Possible Land Acquisition (Option 1)



Possible Land Acquisition (Option 1)

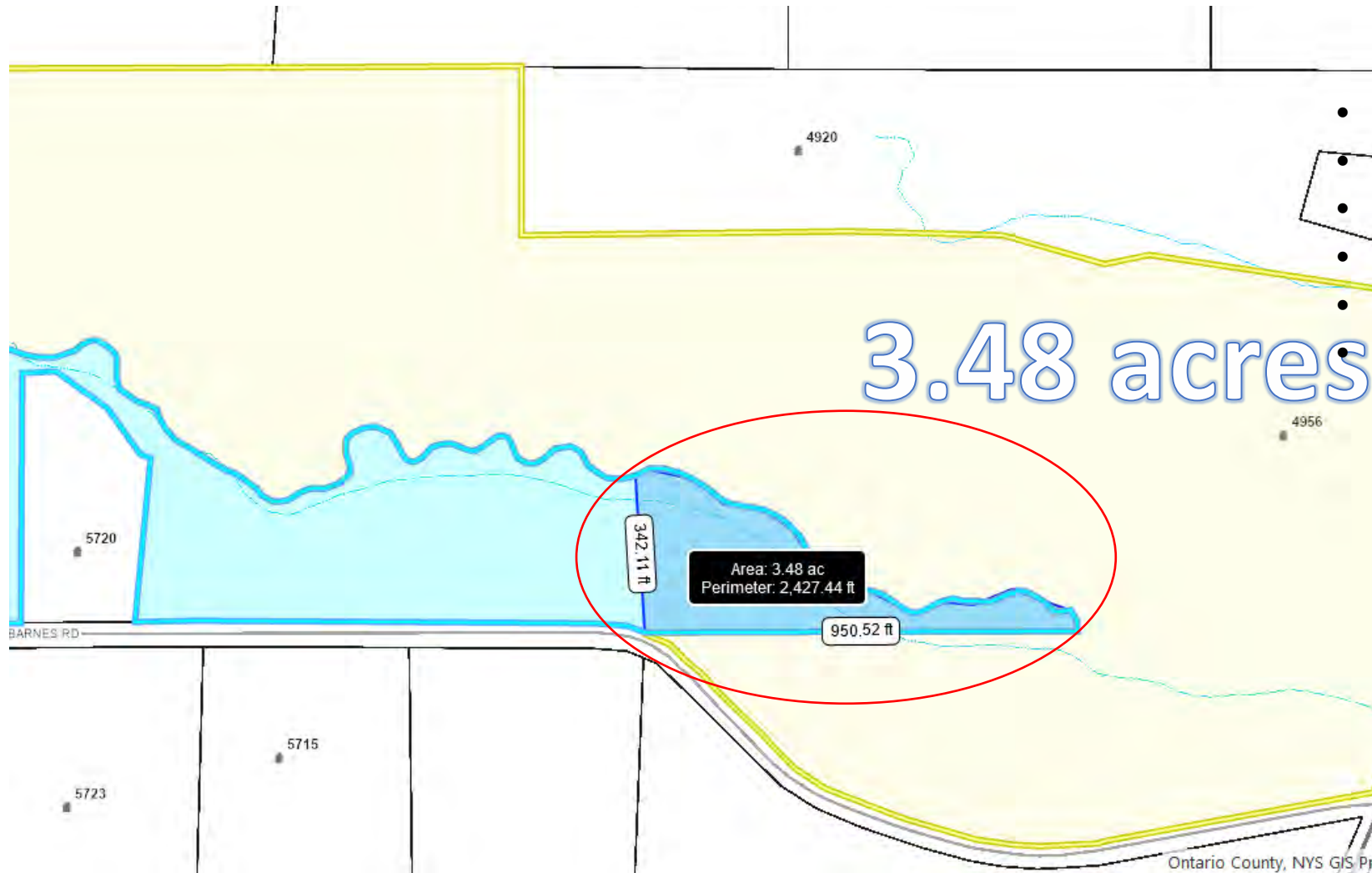


Possible Land Acquisition (Option 1)



Option # 1 (landowner would subdivide and sell two housing lots each about 4 acres)
Town would purchase approximately 3.48 acres

Possible Land Acquisition (Option 1)



- Both sides of gully protected;
- Eliminates the cut into park;
- Water protection;
- Distance from parking;
- Existing trails (trespass);
- Greater access to park, and future area for tent sites, etc.

COST:

Estimate Approximately
\$ 3,500 - \$ 7,500 per acre

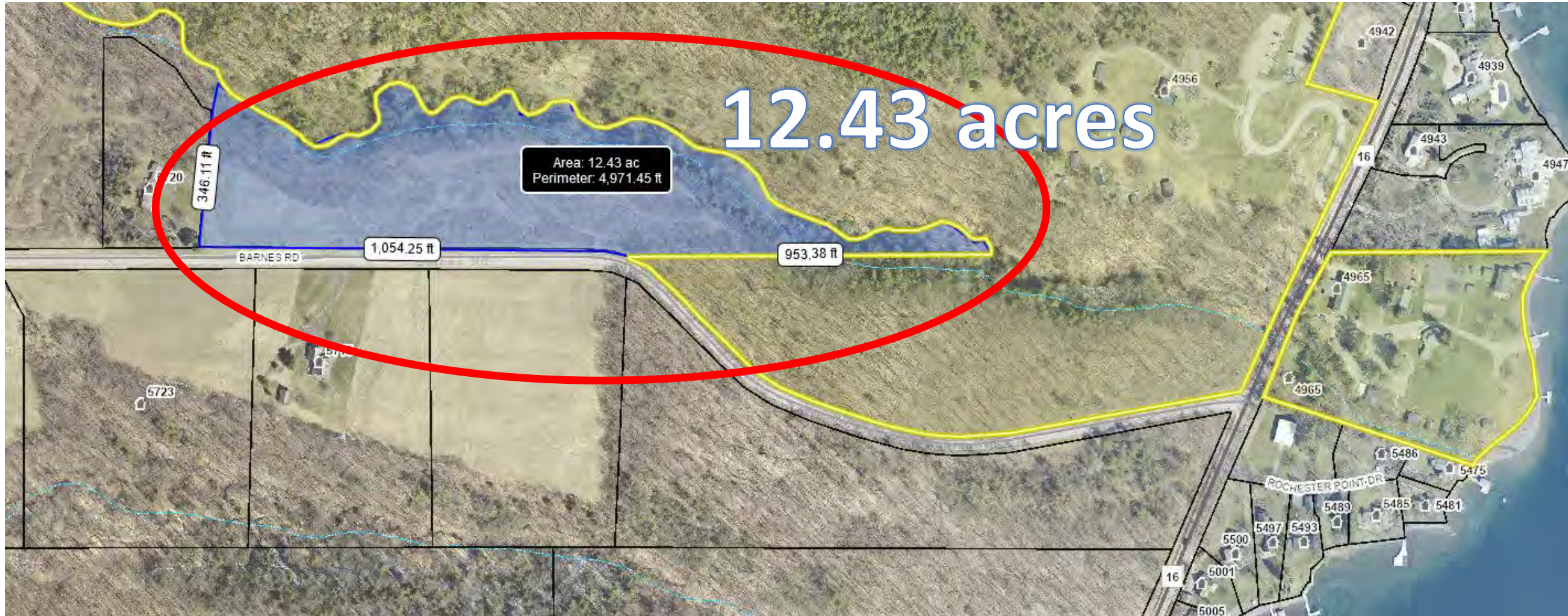
Approx. \$ 15,000 - \$ 25,000

Possible Land Acquisition

Onanda Park

OPTION # 2

Possible Land Acquisition (Option 2)



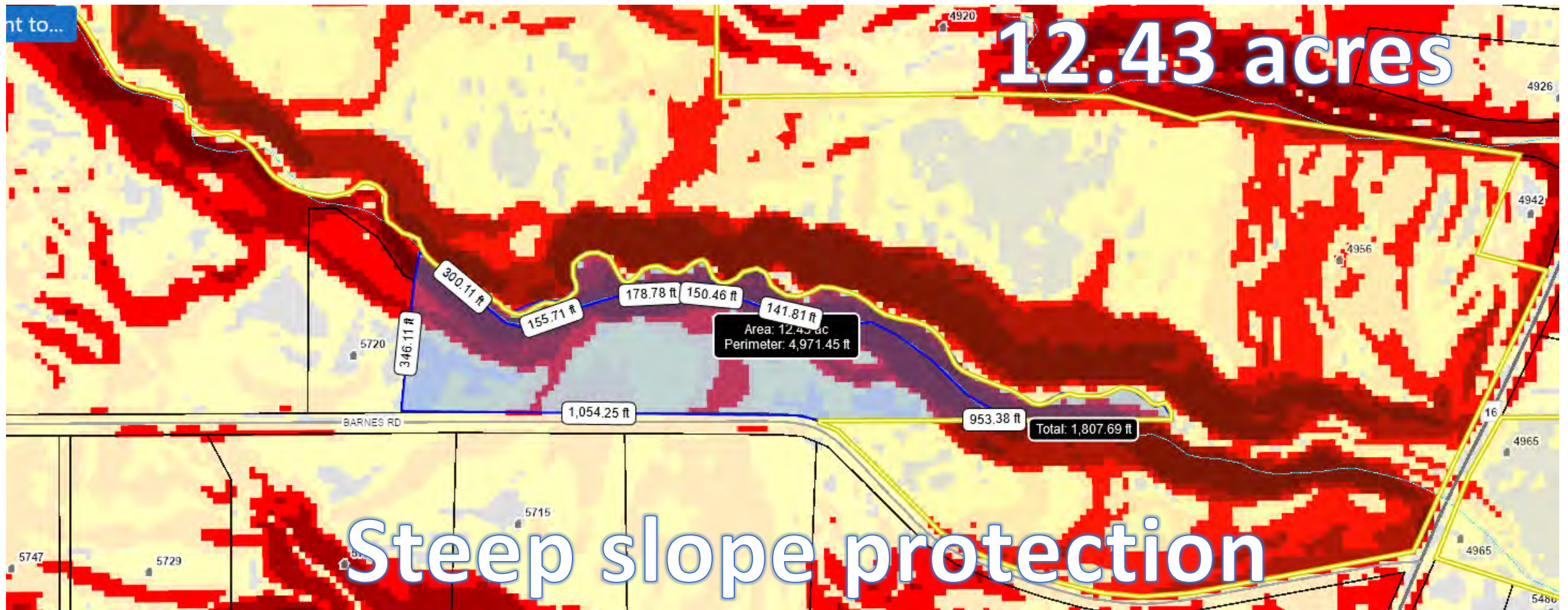
Possible Land Acquisition (Option 2)



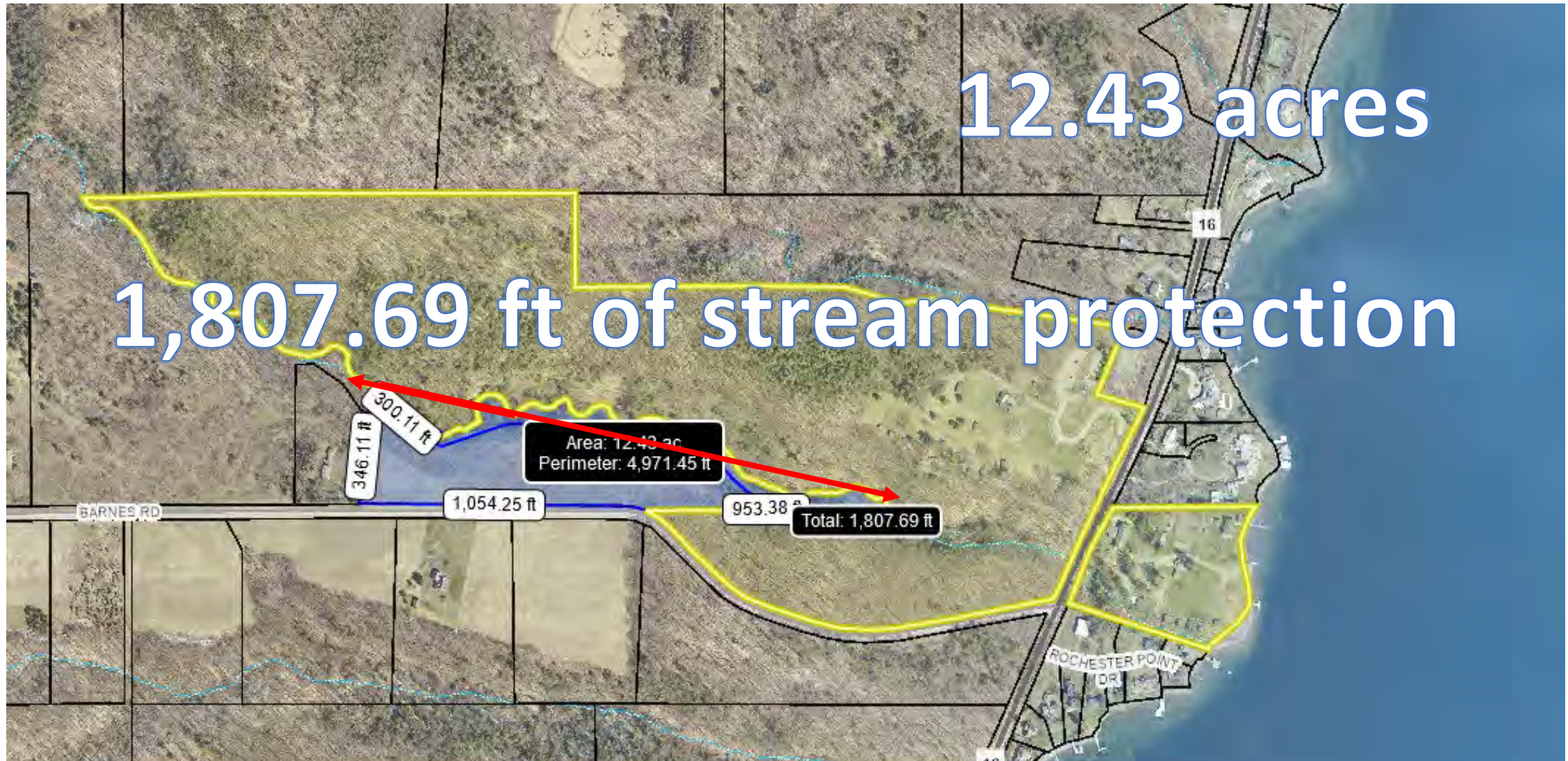
Possible Land Acquisition (Option 2)



Possible Land Acquisition (Option 2)



Possible Land Acquisition (Option 2)



Possible Land Acquisition (Option 2)

- Both sides of gully protected;
- Eliminates the cut into park;
- Water protection;
- Distance from parking;
- Existing trails (trespass);
- Expansion of park area;
- Protection from development;
- Greater watercourse protection (1,800 ft of stream);
- Greater access to park, and future

area for tent sites, etc.

COST:

Estimate Approximately
\$ 18,000 - \$ 22,500 per acre (buildable lots)

Approx. \$ 225,000 - \$ 275,000

12.43 acres

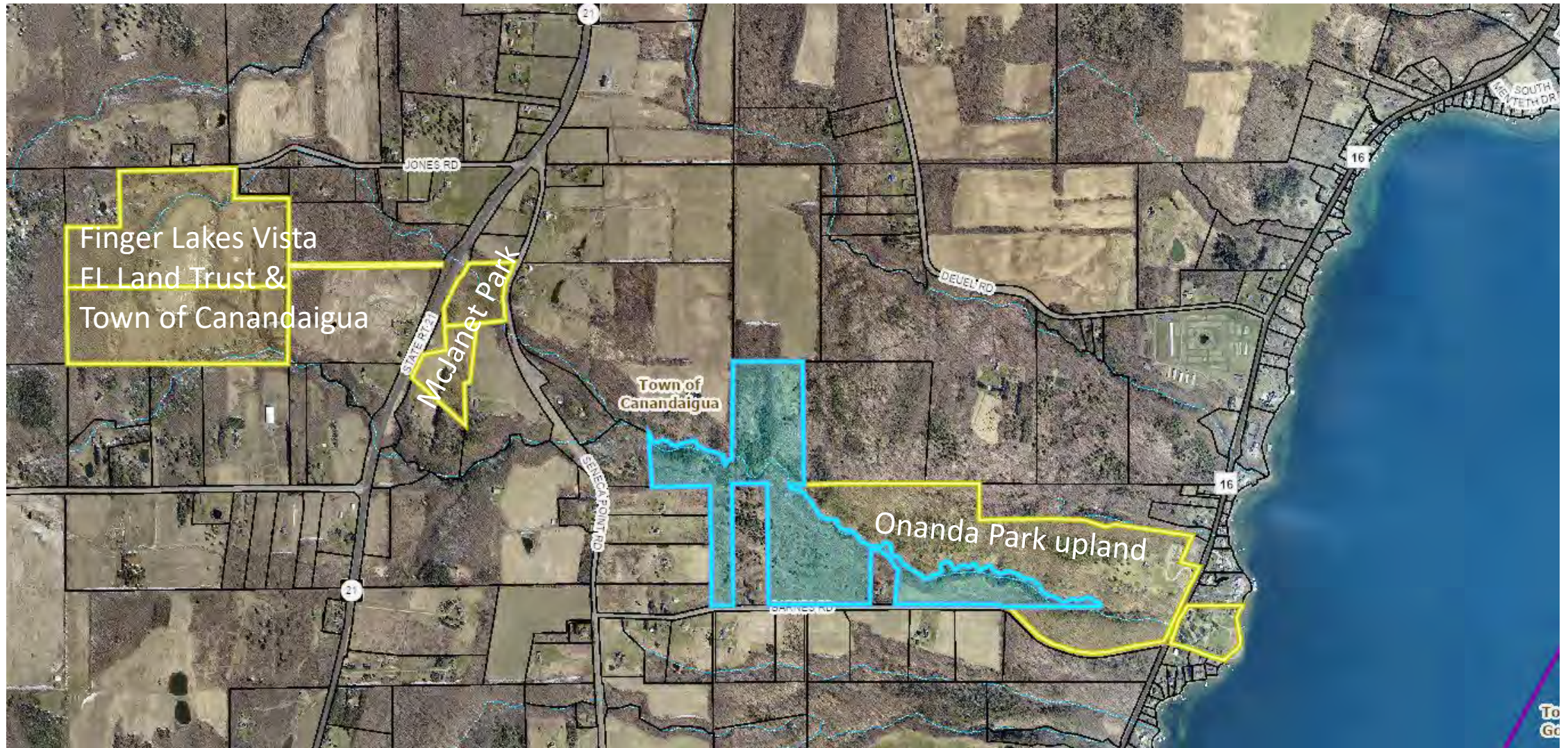


Possible Land Acquisition

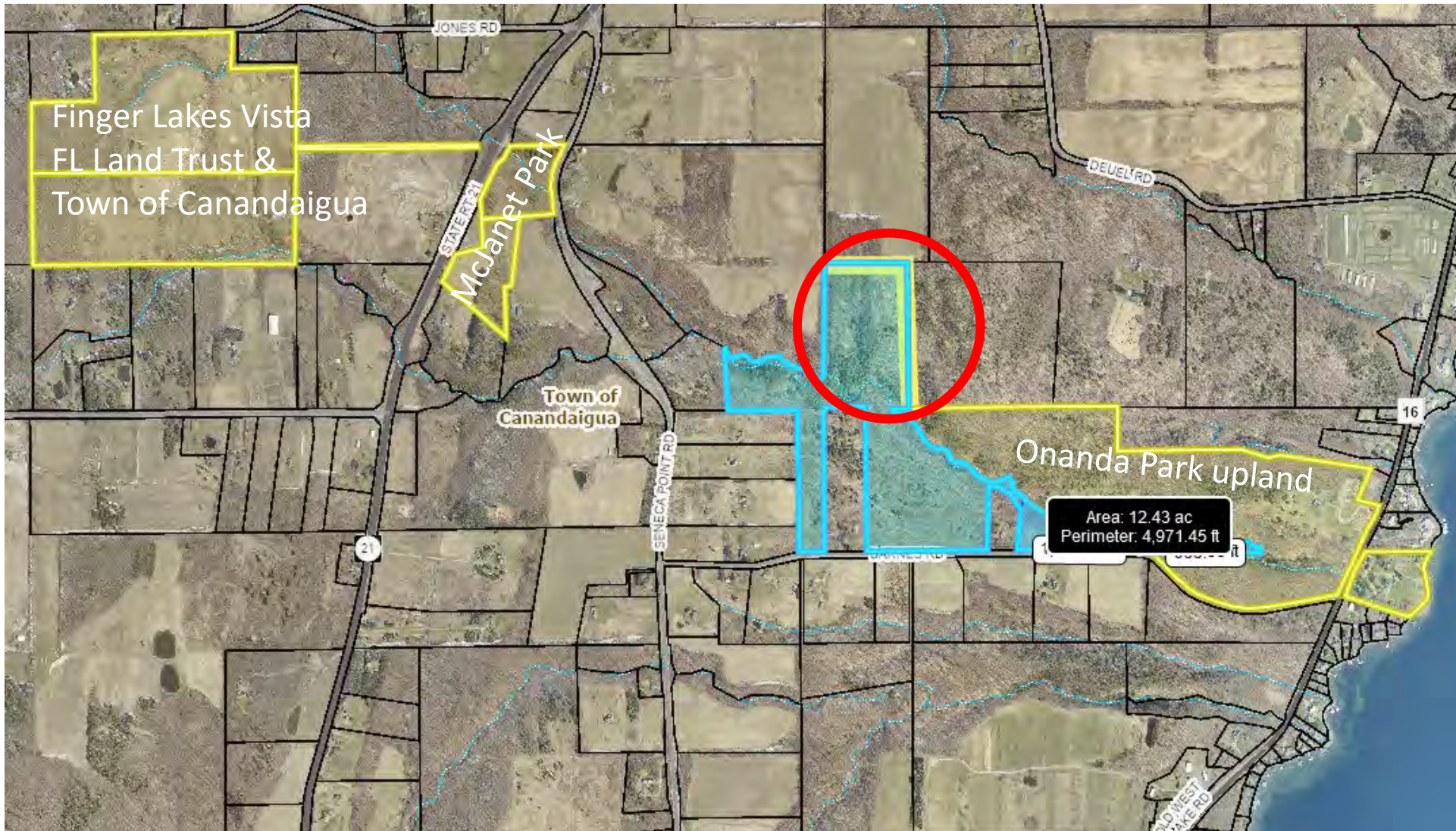
Onanda Park

OPTION # 3

Possible Land Acquisition (Onanda Park)



Possible Land Acquisition (Onanda Park)



Option 3

Includes Opt 2

Adds: easement along border to Rhodes parcel to connect to FL Vista all the way to Onanda

Estimate:

\$ 275k - \$300k

Possible Land Acquisition

OPTION # 1

3.48 acres

\$15,000 - \$25,000

OPTION # 2

12.43 acres

\$225,000 - \$275,000

OPTION # 3

12.43 acres plus

Easement Connection

\$ 250,000 - \$300,000

CM100 – PARKS & RECREATION FUND

\$ 529,839.69 (12/31/22)

AA234 – OPEN SPACE RESERVE

\$ 1,297,471.84 (12/31/22)



PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

Plain English Form published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

**COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED
ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT.**

When signed, this document becomes a binding contract. Buyer and seller should consult their own attorney. Buyer acknowledges that information contained in the Multiple Listing Service is not guaranteed and should be independently verified before signing this Contract.

TO: WILLIAM A. BERNATOVICH and KATHLEEN A. BERNATOVICH ("Seller")

FROM: TOWN OF CANANDAIGUA and _____ ("Buyer")

Seller agrees to sell, and Buyer agrees to purchase, the real property described below on the terms stated in this Purchase and Sale Contract for Lots and Vacant Land, as well as the Addenda referenced herein and attached hereto (collectively, the "Contract"). Seller and Buyer may each be referred to individually as a "Party" and collectively as the "Parties."

1. PROPERTY.

Property Description; Seller's Power and Authority. Property known as Portion of Tax Map # 139.00-1-24.110 as described on EXHIBIT A in the County of Ontario ☒ Town ☐ City ☐ Village of Canandaigua, State of New York, Zip 14424 also known as Tax No. 139.00-1-24.110 including all buildings and any other improvements and all rights which the Seller has in or with the property (the "Property").
Approximate Lot Size: 12.98 acres plus easement of 1,943 feet by 20 feet. Description: (include specific inclusions and exclusions)
The Property is described and displayed in EXHIBIT A which is attached hereto and made a part herein.

Seller represents to Buyer that: (i) Seller owns the Property and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

2. PURCHASE PRICE, ADJUSTMENTS, CREDITS AND TAXES. The purchase price is: (Check and complete applicable provisions.)

(A) **Price & Payment.** The purchase price (the "Purchase Price"), payable in U.S. Dollars as follows, is \$ 270,000.00
☒ _____
or
☐ as determined by instrument survey as referenced in Paragraph 7(A)(1)(ii) below _____ \$ _____ per acre

(1) Deposit. The following deposit in the form of ☐ cash ☒ personal check ☐ official bank check or ☐ wire transfer (the "Deposit") _____ \$ 5,000.00

(2) Seller Concession. At Closing, Seller shall pay the sum of ☐ % of the Purchase Price or ☐ \$ _____ ("0 if left blank") toward lender approved costs and prepaid items (the "Seller Concession").

Adjusted Balance Due. Upon delivery of the deed ("Closing"), the Purchase Price less (1) the Deposit and (2) Seller Concession, subject to any closing adjustments and credits as provided in this Contract, shall be paid in cash, official bank draft or certified check at Closing (some or all of which may be paid with the proceeds of a new loan).

(B) **Deposit; Default.** Buyer ☐ has delivered ☒ will deliver within two (2) calendar days of acceptance the Deposit set forth in Paragraph 2(A)(1) payable to and held in escrow by Law Offices of Christian M. Nadler IOLA Trust Account (the "Escrow Agent") which will be deposited at Evans Bank (the "Bank") and which Deposit is to become part of the Purchase Price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the Deposit to be applied to Seller's damages and may pursue other available rights and remedies Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller. If Seller fails to complete Seller's part of this Contract, Buyer's Deposit will be returned to Buyer, and Buyer may pursue other available rights and remedies Buyer has against Seller.

(C) **Seller Concession.** If the Seller Concession set forth in Paragraph 2(A)(2) exceeds the lender approved costs and prepaid items, Seller Concession shall be reduced to an amount equal to the lender approved costs and prepaid items.

(D) **Transfer Tax, Recording Costs, Mortgage Tax and Closing Adjustments.** Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. Seller will also pay for the recording/filing of any documents necessary to convey record marketable title, including, but not limited to death certificates, bankruptcy court orders, and affidavits (i.e. Alive and Well, Bankruptcy, Estate Tax, Heirship, Judgment, etc.). Buyer will pay for recording mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the Closing Date (as hereinafter defined below in Paragraph 6(B)): taxes, other assessments and municipal charges computed on a fiscal year basis; rent; common charges or assessments; fuel oil; propane; water, pure water and sewer charges.

3/22/23

3. **CONTINGENCIES.** This Contract is subject to the following contingencies. If any of these contingencies are not satisfied by written notice to the other Party by the dates specified (collectively, "Contingency Deadline Dates"), then either Buyer or Seller may cancel this Contract by written notice to the other, provided that the applicable contingency has not otherwise been satisfied by a Party after the applicable Contingency Deadline Date by written notice to the other Party and prior to any date on which this Contract is cancelled. (Check and complete applicable provisions.)

(A) Financing.

- ☐ (1) **Mortgage Commitment.** This Contract is subject to Buyer obtaining and accepting a written mortgage loan commitment in an amount not to exceed ☐ _____ % of the purchase price or ☐ \$ _____ at an interest rate not to exceed _____ %, for a term of _____ years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the Property shall not be deemed a "Commitment" hereunder. If the Commitment requires repairs, replacements, or improvements, then Seller shall furnish the requisite materials and have the work done before Closing, at Seller's expense. However, if the cost of doing so exceeds \$ _____, Seller shall not be obligated to furnish such materials and have such work done, and Buyer will be allowed either to receive a credit at Closing for the above amount and incur any necessary expenses to comply with the Commitment requirements, or to cancel this Contract by written notice to Seller, and any Deposit shall be returned to Buyer. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.
- ☐ (2) **Cash Transaction.** This Contract is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the Purchase Price by _____, 20____.
- ☐ (3) **Additional Financing Terms.**

- ☐ (B) **Development Approvals.** This Contract is contingent upon Buyer obtaining all requisite approvals from any governing body having jurisdiction for construction and/or development of the Property as _____ Buyer is to have until _____ to obtain approval in final, non-appealable form, upon conditions acceptable to Buyer and Seller. Buyer and Seller agree to make joint application by _____ and diligently pursue the application.
- ☒ (C) **Subdivision Approval.** This Contract is contingent upon ☐ Buyer ☒ Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the Property. Buyer and Seller agree to make joint application for subdivision approval by April 20, 2023 and diligently pursue the application. The final approval, upon conditions acceptable to Buyer and Seller, shall be obtained on or before July 20, 2023.
- ☐ (D) **Percolation, Engineering, and Subsurface Tests.** The Buyer shall have permission to enter the Property for the purpose of conducting percolation, engineering and subsurface tests. If any such tests are unsatisfactory to Buyer in the sole discretion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either Party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- ☐ (E) **Water Availability.** The Buyer shall have permission to enter the Property for the purpose of drilling a well for water at Buyer's expense provided that Buyer shall deposit as security in Seller's attorney's trust account an amount sufficient to cover the maximum expense of well drilling shown on a written estimate provided by Buyer's well driller. If the water supply is unsatisfactory in the opinion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either Party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- ☐ (F) **Sale and Transfer of Title.** This Contract is subject to the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- ☐ (G) **Gas, Mineral, Oil and Timber Rights Lease Approval.** This Contract is subject to Buyer's approval of all gas, mineral, oil and timber rights leases affecting the Property (the "Leases") within seven (7) calendar days after Buyer's receipt of the Leases from Seller. Seller agrees to provide Buyer with complete copies of all Leases including all amendments within seven (7) days of acceptance.
- ☐ (H) **Environmental Audit.** This Contract is subject to an environmental audit at Buyer's expense, within forty-five (45) calendar days of acceptance, satisfactory to the Buyer at the Buyer's sole discretion.
- ☒ (I) **Other Contingency(s).**
Seller and Buyer agree to the contingencies and conditions attached hereto and made a part hereof as ADDENDUM 1

4. **APPROVAL OF ATTORNEY(S).** This Contract is subject to the written approval of attorneys for Buyer and Seller within 3 days, (no less than three (3) days, *excluding Saturdays, Sundays and public holidays* and "3" if left blank), from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objections") the Contract within the Approval Period and the Objections are not cured by written approval by both attorneys and all of the Parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any Deposit shall be returned to the Buyer or (B) the approving attorney may notify the other Party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed Party has two (2) calendar days, *excluding Saturdays, Sundays and public holidays*, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed Party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Approval of Attorney(s) contingency shall be deemed waived by the noticed Party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed Party.
5. **CONDITION OF PROPERTY.**
- (A) **Zoning Code Compliance.** Seller represents that the Property is zoned RR-3RURAL RESIDENTIAL.
- (B) **Condition of Property.** Buyer agrees to purchase the Property and any items included in the purchase **AS IS**, subject to reasonable use, wear, tear, and natural deterioration between now and the time of Closing.
- (C) **Gas, Mineral, Oil and Timber Rights.** Seller represents that all gas, mineral, oil and timber rights will transfer with the Property except:
N/A
- (D) **Services.** Seller represents the Property is serviced by or has available at the property line: ☐ Cable, ☐ Electric, ☐ Fuel Oil, ☐ Gas (Natural), ☐ Internet, ☐ Propane, ☐ Public Sewers, ☐ Public Water, ☐ Septic System, ☐ Telephone, ☐ Well, ☐ Other
N/A
If propane is checked, Seller represents that the propane tank ☐ is not ☐ is owned by Seller and that there ☐ is not ☐ is an existing written contract to provide propane between the propane company and Seller.
6. **CLOSING AND POSSESSION.**
- (A) **Pre-Closing Walkthrough.** Buyer shall have the right to walk the Property within forty-eight (48) hours before the time of Closing, to ensure that the Property is in the condition existing at the time of acceptance subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing. Seller agrees that all utilities shall be on at that time. Seller shall continue to maintain the Property in the condition existing as of acceptance including, but not limited to, utility service continuation, lawn and landscaping care, and snow plowing.
- (B) **Closing Date and Place.** Closing shall take place at the Ontario County Clerk's Office or the offices of Buyer's lender on or before August 1st, 2023 (the "Closing Date"). At any time after such specified date, any Party who has completed its obligations under this Contract which are to be completed prior to Closing may notify the other Party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for Closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other Party pursuant to Paragraph 8(D) below.
- (C) **Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's Deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.
7. **TITLE MATTERS.**
- (A) **Title and Related Documents.** Seller shall deliver at Seller's expense, unless otherwise provided in Paragraph A(1)(ii), below as to the instrument survey map:
- (1) Not later than five (5) calendar days after acceptance of this Contract by Buyer and Seller,
- (i) Seller shall order an abstract of title, fully guaranteed tax and U.S. Court searches, with a local tax certificate for Village or City taxes, if any (collectively the "Abstract") and
- (ii) The ☒ Buyer ☐ Seller shall order and pay for an instrument survey map of the Property and shall have markers placed on the angle points and pins on the corners. If neither box is selected, Seller is to order the survey. The map shall show acreage ☐ inclusive ☐ exclusive of the rights of way. If no box is checked, the default is exclusive. The survey map, shall be certified and prepared to meet the Standards of the Monroe County Bar Association and Buyer's mortgage lender, if any (the "Survey"), and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- Both the Abstract and Survey shall be dated or re-dated after the date of acceptance, and the responsible Party shall endeavor to deliver the Abstract and Survey along with the draft of the proposed deed to Buyer or Buyer's attorney within thirty (30) calendar days thereafter, but in any event, not later than fifteen (15) calendar days prior to the Closing Date in Paragraph 6(B) above. Seller will pay for redating the Abstract to and including the day of Closing;
- (2) At the Closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's, Administrator's or Trustee's Deed, if Seller holds title as such), (ii) documents required by law, (iii) documents required by Buyer's lender, provided there is no cost or liability to Seller, and (iv) assignment of leases and transfer of security deposits, if any.

3/22/23

- (B) **Marketability of Title.** Seller shall convey good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances. The Parties acknowledge and agree that good and marketable title to the Property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the Property to Buyer except as otherwise provided in Paragraph 5(C) above. However, Buyer agrees to accept title to the Property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these covenants have not been violated or the time for objection to any violation has expired, (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the Property or with any improvements that Buyer may construct in compliance with all present restrictive covenants or record and zoning and building codes, and (c) fences deviating from the actual Property line one foot or less, provided the fence placement does not impair access to the Property from a right of way or cause the Property to be in violation of any restrictive covenant, easement or agreement of record or of any building, zoning or subdivision code. Seller and Buyer agree that potential objections revealed by the Survey furnished pursuant to Paragraph 7(A)(1)(ii) above shall be resolved pursuant to the "Suggested Title Standards for Treating Discrepancies Revealed by Surveys" of the Monroe County Bar Association.
- (C) **Objections to Title.** If Buyer raises a valid written objection to Seller's title which indicates that title to the Property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the Deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the Closing or (b) is able to insure the title objection and Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the Closing Date, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the Deposit shall be returned to Buyer.

8. BROKERS & MISCELLANEOUS.

(A) **Real Estate Broker.**

- ☐ (1) The Parties agree that _____ brought about this purchase and sale.
☒ (2) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.

(B) **Attorney Disclaimer.** In participating in the transaction, an attorney renders no opinion whatsoever as to the value of the Property. Unless an attorney has actual knowledge to the contrary, it should not be inferred from an attorney's participation in the transaction that the attorney knows, or is aware of, the facts behind the history of the price negotiations between the Parties.

(C) **Responsibility of Persons Under This Contract; Non-Assignability.** If more than one person signs this Contract as Buyer, each person and any Party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any Party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the Parties and may not be assigned by either without the other's consent.

(D) **Notices.**

(1) **In General.**

- (i) Notices under this Contract shall be in writing and deemed delivered upon receipt. Except as otherwise provided in Paragraph 8(D)(2) below, notices under this Contract may be made by a Party or by the attorney or the listing/selling agent for such Party and may be received by the other Party or by the attorney or the listing/selling agent for such other Party. Seller and Buyer agree that notices under this Contract may be delivered to any address, fax number, and/or email set forth on the Administrative Information page of this Contract for a Party, the attorney for a Party, or the listing/selling agent for a Party, as applicable.
- (ii) Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, fax, or email, except as otherwise provided in Paragraph 8(D)(2) below.
- (iii) If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first-class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received. If delivery is made by e-mail, the notice(s) transmitted shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, except as otherwise provided in Paragraph 8(D)(2) below.

(2) **Special Notices.** Any (i) Time of Essence Notice, (ii) notice of cancellation or termination of the Contract, (iii) bump notice of Seller, (iv) Buyer's notice of removal of sale and transfer of title contingency, or (v) Buyer's notice of preservation of Buyer's transfer of title contingency made under this Contract (each, a "Special Notice") may only be made by a Party or the attorney for such Party and may only be received by the other Party with a copy to such other Party's attorney and to the listing/selling agent of such other Party, if designated on this Contract. Further, if any Special Notice is delivered by e-mail, then a true and complete copy of the e-mailed Special Notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the e-mail, and the e-mailed Special Notice shall be deemed received on the date the sender's e-mail is located in the sent e-mail folder of the sender, provided the required mailing by first class prepaid mail is completed.

(E) **Entire Contract; Miscellaneous.** This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the Property. This Contract may be signed in counterparts. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after Closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

(F) Electronic Signatures. The Parties agree and consent that this Contract, and every demand, notice and objection given under this Contract, may be signed and initialed in any manner permitted by New York State law, including the Electronic Signatures and Records Act and applicable regulations.

(G) Addenda. The following Addenda are incorporated into and attached to and made a part of this Contract:

- | | | |
|---|--|---|
| <input type="checkbox"/> Agricultural Districts/Farming Activity Disclosure | <input type="checkbox"/> Sale & Transfer of Title | <input type="checkbox"/> Wayne County Disclosure Notice |
| <input type="checkbox"/> Contingency Addendum | <input type="checkbox"/> Uncapped Natural Gas Well | <input type="checkbox"/> for all Residential Property |
| <input type="checkbox"/> Electric Availability | <input type="checkbox"/> Utility Surcharge | <input type="checkbox"/> Well and Septic System |

☒ Other: Exhibit A and Addendum 1 are attached hereto and made a part herein.

9. OTHER TERMS. (If blank, this paragraph is not applicable) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph will control.

Seller and Buyer agree to the terms, conditions, and contingencies set forth in the attached Addendum 1.

10. LIFE OF OFFER. This offer shall expire on March 15, 2023, at _____ m.

Douglas Finch, Town Manager 3/3/2023
Buyer on behalf of Town Board Date Buyer Date

☐ ACCEPTANCE OF OFFER BY SELLER. Seller accepts the offer of Buyer and agrees to sell on the terms and conditions set forth in the Contract.

☒ COUNTEROFFER BY SELLER. Seller agrees to sell the Property in accordance with the terms and conditions of the Contract, except as amended and modified as follows: (attach additional sheets if necessary)

Price : \$305,000 and changes see addendum 1 & 2

In any conflict of terms and conditions between this counteroffer and the Contract, the terms and conditions of this counteroffer shall prevail.

This counteroffer shall expire on 3/23/23, 2023, at 4:00 PM

W/PRZ 3/20/23 hrs
Seller Date Seller Date

☒ ACCEPTANCE OF COUNTEROFFER BY BUYER. Buyer accepts the offer of Seller and agrees to buy on the terms and conditions set forth in the Contract.

W/PRZ 3/22/23
Buyer Date Buyer Date

Douglas Finch, Town Manager
on behalf of Town Board of Town of Canandaigua

ADMINISTRATIVE INFORMATION

Property Address: 0000 BARNES ROAD, TOWN OF CANANDAIGUA

MLS# _____

William A. Bernatovice

Seller

Kathleen A. Bernatovich

Seller

5720 Barnes Road

Address

Canandaigua, NY 14424

City, State, Zip

Telephone No.

Email address

Reid Holter

Seller's Attorney

Address

Victor, NY

City, State, Zip

Telephone No.

Email address

Listing Broker

NY License No.

Address

City, State, Zip

Phone

Fax

Email address

Listing Agent

NY License No.

Phone

Fax

Cell

Public ID#

Email address

Town of Canandaigua

Buyer

Buyer

5440 Routes 5 & 20 W

Address

Canandaigua, NY 14424

City, State, Zip

394-1120

Telephone No.

dfinch@townofcanandaigua.org

Email address

Christian M. Nadler

Buyer's Attorney

9 Mima Circle

Address

Fairport, NY 14450

City, State, Zip

315-4767

Telephone No.

cnadler@cnadlerlaw.com

Email address

Selling Broker

NY License No.

Address

City, State, Zip

Phone

Fax

Email address

Selling Agent

NY License No.

Phone

Fax

Cell

Public ID#

Email address

Seller's Initials

Buyer's Initials

[Handwritten Signature]
3/22/23

EXHIBIT A

The Property to be purchased is as follows:

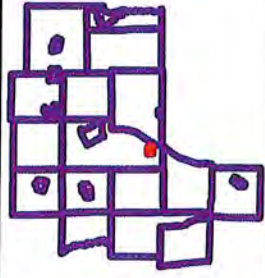
1. Seller will transfer full ownership and title of the 12.98 acres shown in the attached map entitled Onanda Park Expansion, created on March 2, 2023.
2. ~~Seller will convey a permanent easement for public access along the eastern boundary adjacent to the northernmost boundary of its property as shown in the attached map entitled Onanda Park Expansion Easement Area, created on March 3, 2023 ("Easement Area"). The Easement Area will be a minimum of 1,950 linear feet long and 20 feet in width.~~

WJ
KAS

WJ
3/22/23



Onanda Park Expansion



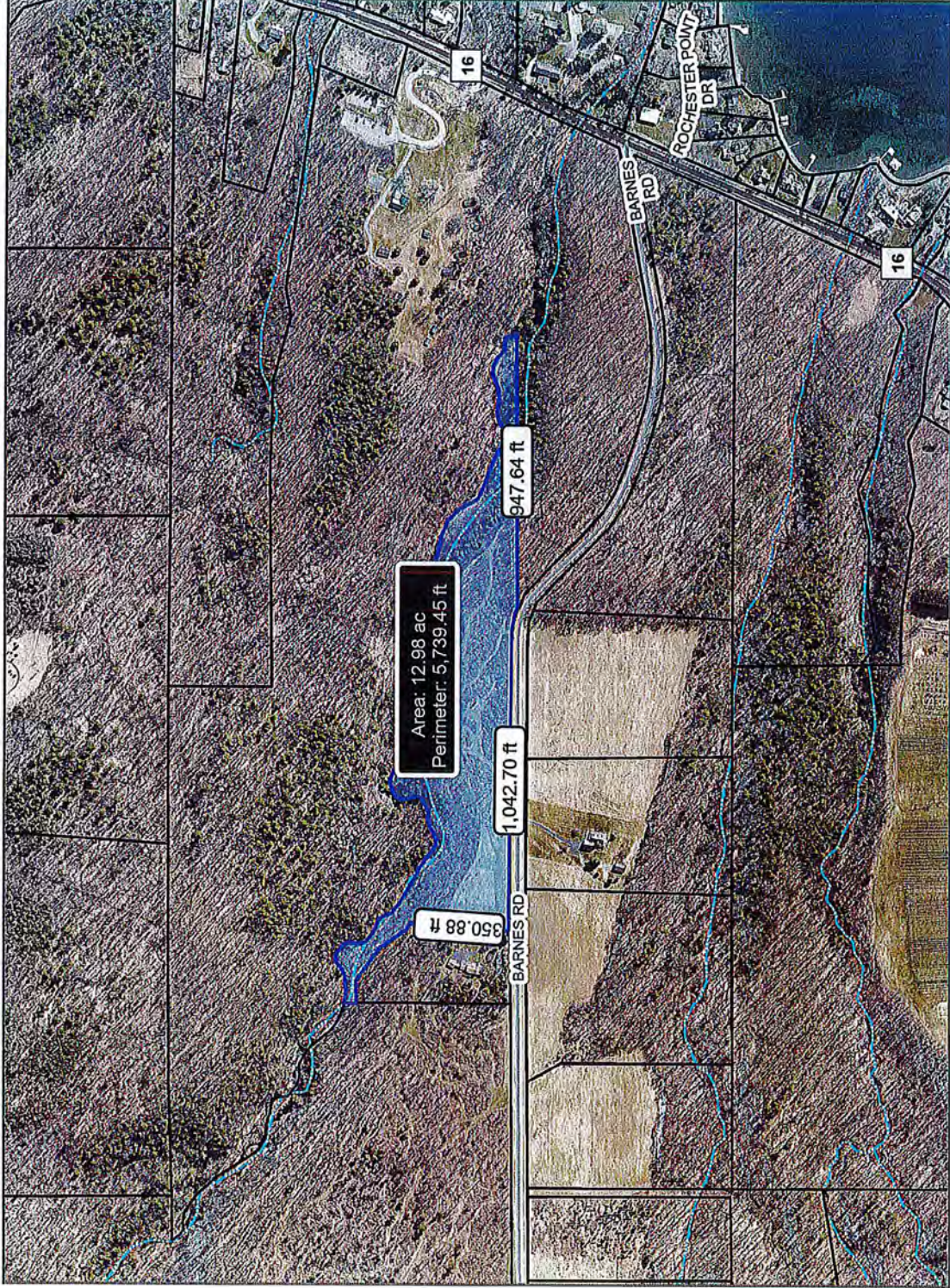
Legend

- Address Points
- Tax Parcels
- Railroads
- Streams
- Municipal Boundaries
- Finger Lakes Region
- Detailed Streets
- Interstate
- State or US Routes
- County Roads
- Local Public Roads
- Private Roads

Map Created: 3/02/2023

Notes

12.98 acres plus 20 ft easement



1,446.0 0 723.00 1,446.0 Feet

© Ontario County, New York

1:8,676

This map and information is provided AS IS and Ontario County makes no warranties or guarantees, expressed or implied, including warranties of title, non-infringement, merchantability and that of fitness for a particular purpose concerning this map or the information herein. User assumes all risks and responsibility for determining whether this map is sufficient for purposes intended.

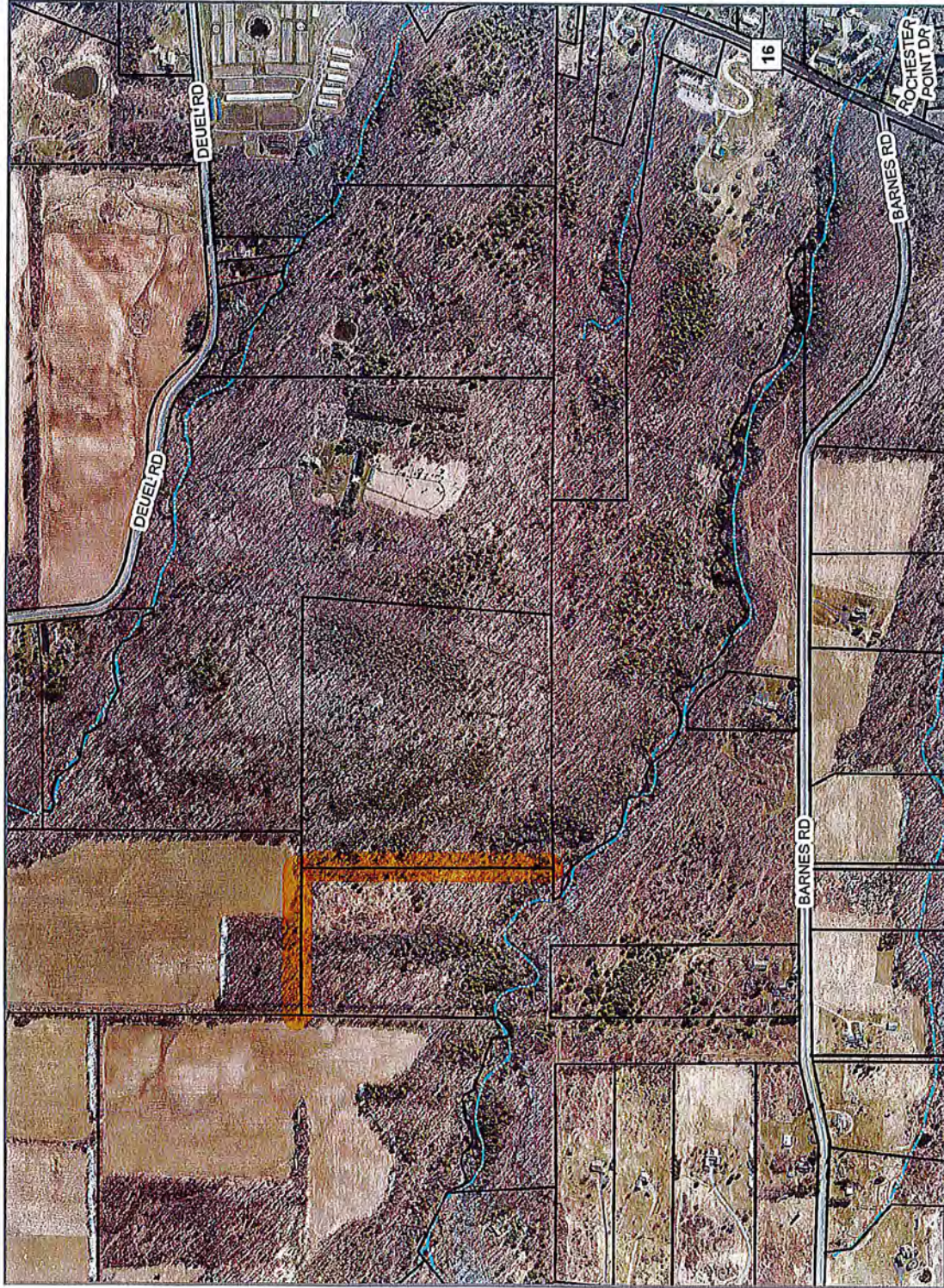


Onanda Park Expansion Easement Area



Legend

- Tax Parcels
- Railroads
- Streams
- Municipal Boundaries
- Finger Lakes Region
- Detailed Streets
- Interstate
- State or US Routes
- County Roads
- Local Public Roads
- Private Roads



2,000.0 0 1,000.00 2,000.0 Feet

1: 12,000

© Ontario County, New York

This map and information is provided AS IS and Ontario County makes no warranties or guarantees, expressed or implied, including warranties of title, non-infringement, merchantability and that of fitness for a particular purpose concerning this map the information herein. User assumes all risks and responsibility for determining whether this map is sufficient for purposes intended.

Map Created: 3/03/2023

Notes

ADDENDUM 1

Seller and Buyer agree to the following terms, conditions, and contingencies:

- (1) The Purchase and Sale Contract is contingent upon the Town of Canandaigua obtaining an appraisal indicating a value equal to or greater than the Purchase Price on or before May 1, 2023.
- (2) If the above-referenced appraisal indicates a value greater than the Purchase Price the Town of Canandaigua will provide a receipt for said the amount over the Purchase Price as a contribution to the Town of Canandaigua.
- (3) Seller and Buyer will walk the ~~Easement~~ ^{Land Use Agreement} Area on or before April 15, 2023 to identify areas where the Buyer will install natural or unnatural barriers to keep pedestrians along the ~~Easement~~ ^{Land Use Agreement} Area and off Seller's Remaining Lands.
- (4) Buyer will hold harmless Seller for any pedestrians using the ~~Easement~~ ^{Land Use Agreement} Area.
- (5) Buyer will install ~~natural and/or unnatural barriers~~ ^{cost effective (no fencing)} along the ~~Easement~~ ^{Land Use Agreement} Area prior to opening said ~~Easement~~ ^{Land Use Agreement} Area to pedestrian access and in any event no later than December 31, 2025. ^{Land Use Agreement}
- (6) Buyer agrees not to install any man-made structures or tent sites along the 12.98 acres being purchased by Buyer until December 31, 2028, unless Seller consents in writing.
- (7) Buyer will meet with the Seller to consider natural and/or unnatural barriers to be installed including trees, to clearly mark the boundary of the Onanda Park property to keep visitors to Onanda Park off the property located at 5720 Barnes Road and to consider any barriers being installed to ensure the view of Canandaigua Lake if any is not impeded by the construction of such barriers.

N/A
(7) Land Use Agreement - general conditions
attached Addendum 2 (attached)

(8) As part of Land use Agreement and terms of sale, Buyer would receive a right of first refusal on the purchase of land use agreement area ^{not less than} and not more than approximately 20 acres of the portion of sellers land north of gully, value (price) to be determined by appraisal of portion being purchased, at the expense of the buyer.

N/A
3/22/23

Addendum 2

Land use Agreement

- release by closing (to be determined.)
- follow existing primary trail
 - ↳ Town to walk area w/ landowner prior to use
 - ↳ Town responsible installation of signage
 - ↳ Town responsible to install cost effective natural barriers
 - ↳ Town to mulch trail
 - ↳ Town provide insurance liability to landowner
 - ↳ hold harmless
 - ↳ size: walking path using existing trails to connect Onanda upland to Rhodes parcel
 - ↳ Town to survey and mark
- 5 years - Term
 - ↳ renewable by both parties
- Price: \$1 yr
- Termination: 90 days written notice

WA
[Signature]

[Signature]
3/22/23

ATTACHMENT 6

Town of Canandaigua

5440 Routes 5 & 20 West

Canandaigua, NY 14424

(585) 394-1120

Fax: (585) 394-9476

Established 1789

Public Hearing Notice

PLEASE TAKE NOTICE that the Canandaigua Town Board will be holding a public hearing to discuss the draft local law to override the Tax levy limit for the 2024 Budget. The public hearing will take place on Monday, August 21, 2023 at 6:00 p.m. in the Onnalinda Conference Room located on the lower level of the Canandaigua Town Hall, located at 5440 Routes 5 & 20 West, Canandaigua, New York. The meeting will also be available by Zoom. Registration is required to join the meeting and can be found at this link: http://us02web.zoom.us/join/92PBu15q7_hCirh9kEvA6VV. All persons interested will be heard at this time and date. Any questions regarding this proposed request can be directed to Town Manager Doug Finch at dfinch@townofcanandaigua.org or by calling Town Hall at (585) 394-1120 ext 2234.

By order of the Canandaigua Town Board, Monday, July 17, 2023.

Local Law No _____ of the year 2023

Town of Canandaigua, County of Ontario

A local law to override the tax levy limit established in General Municipal Law 3-c

Be it enacted by the Town Board of the Town of Canandaigua as follows:

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Canandaigua pursuant to General Municipal Law § 3-c, and to allow the Town of Canandaigua to adopt a budget for the fiscal year 2024 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Town Board to override the tax cap by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Canandaigua, County of Ontario is hereby authorized to adopt a budget for the fiscal year 2024 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

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

July 11, 2023
DRAFT

Local Law No. _____ of the year 20²³

A local law Override tax cap levy for 2024 budget
(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.)

DRAFT

Local Law No _____ of the year 2023

Town of Canandaigua, County of Ontario

A local law to override the tax levy limit established in General Municipal Law 3-c

Be it enacted by the Town Board of the Town of Canandaigua as follows:

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Canandaigua pursuant to General Municipal Law § 3-c, and to allow the Town of Canandaigua to adopt a budget for the fiscal year 2024 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

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Section 3. Tax Levy Limit Override

The Town Board of the Town of Canandaigua, County of Ontario is hereby authorized to adopt a budget for the fiscal year 2024 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

DRAFT

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20²³ of the (County)(City)(Town)(Village) of Canandaigua was duly passed by the Town Board on _____ 20____, 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 _____ 20²³, 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*)

* 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)

DRAFT

ATTACHMENT 7

July 28, 2023

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

RE: PROPOSAL FOR PROFESSIONAL SERVICES:
TOWN COURT STUDY

Dear Doug,

We are pleased to present this proposal for professional services related to updating and expanding the previously prepared concept level information for a new Town Court building as well as possible expansion/renovation to the existing Town Hall.

I. Project Understanding

In 2015, MRB Group prepared a general building program, concept site plan options, and a general floor plan for a potential Town Hall expansion and/or new Town Court building. The project was not further developed at that time.

However, at this time the Town would like to update that design information with the intent of moving ahead with the project at a point in the near future. This would include the development of a new space needs assessment and building program for a new Town Court building and the impact that relocating the court from the Town Hall would have on Town Hall operations and spaces. This effort will include the development of new concept level site plans and floor plans for both buildings as well as an exterior concept rendering of the proposed court building. These will be used for the development of a concept level cost estimate.

Trevor Harrison, AIA, will lead the architectural design work related to the project. Trevor will be assisted by other members of the architectural team as required. MRB Group will also provide civil engineering design support. Structural and MEP engineering are not included at this time.

II. Scope of Services and Compensation

Using the original space program as a basis for this planning effort, we will provide the following specific services in one phase:

1. Attend up to three (3) meetings to review the original information, gather updated needs and review project progress.
2. Prepare a written space program detailing the project needs, space sizes, capacities, and quantities.
3. Review and apply the current court standards as published by the NYS Unified Court Systems.
4. Prepare an initial building code review for the new Court building.
5. Prepare concept site and floor plans for review and comment and update based on comments from the Town leadership.
6. Prepare a concept exterior design and rendering.
7. Prepare a construction cost estimate appropriate to the level of design.

Subtotal of, Items 1-7..... \$22,500.00

Total Compensation \$22,500.00

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. MRB Group Standard Rates are subject to annual adjustment.

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. Structural and MEP engineering design
- B. Attendance at additional meetings above the number proposed above.

IV. Commencement of Work and Schedule

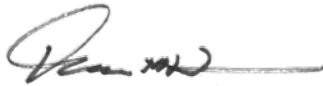
We can begin working on this immediately upon your approval, and we estimate that our services will take approximately six (6 weeks) to complete provided we receive timely feedback.

V. Standard Terms and Conditions

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

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. 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,



Trevor M. Harrison, AIA, LEED
East Coast Architectural Manager



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

Enclosure

[https://mrbgrou365.sharepoint.com/sites/proposals/shared documents/_letter proposals/2023/canandaigua town court study.docx](https://mrbgrou365.sharepoint.com/sites/proposals/shared%20documents/_letter%20proposals/2023/canandaigua%20town%20court%20study.docx)

PROPOSAL ACCEPTED BY:

Signature

Title

Date

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

A. TERMINATION

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

B. OWNERSHIP OF DOCUMENTS

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

C. ESTIMATES

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

D. INSURANCE

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

E. INDEPENDENT CONTRACTOR

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

F. SUCCESSORS AND ASSIGNS

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

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

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

H. INVOICES AND PAYMENT

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

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

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

J. P.S.O. NOT AN EMPLOYEE

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

K. INDEMNITY

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

ATTACHMENT 8

June 21, 2023

ATTN: Greg Hotaling, PE
MRB Group
145 Culver Rd, Suite 160
Rochester, NY 14620

Phase IA/IB Cultural Resource Investigation for the proposed Town of Canandaigua Purdy Road Water Transmission Main Extension, Town of Canandaigua, Ontario County, New York (NYSOPRHP No. 23PR04260).

SCOPE OF SERVICE

- Review environmental setting of project area (physiography, geology, and soil data).
- Determine expected depth of potential cultural resources from environmental data.
- Conduct historical research and indicate location of project area on topographic maps, soil survey maps, and historic maps.
- Search the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) and New York State Museum (NYSM) files to locate archaeological sites within 1 mile of the project area. The site file search will also identify historic properties in or eligible for inclusion in the National Register of Historic Places (NR) and the National Register Eligible listing (NRE).
- Assess archaeological sensitivity of the project area.
- Field investigation (excavate shovel tests at 50-foot intervals along undisturbed sections of the proposed water main, estimated to be about 2,850 feet; photograph field methodology, buildings/structures over 50 years old to be impacted, and areas of prior ground disturbances).
- Plot locations of shovel tests and photographs on project map.
- Process and analyze any excavated artifacts.
- Complete NYSOPRHP site forms for all identified archaeological sites.
- Incorporate data from field investigation into finalized digital Phase IA/IB report.
- Submit digital copy of Phase IA/IB report to the NYSOPRHP for review and comment.
- Provide digital copy of the Phase IA/IB report to MRB Group.

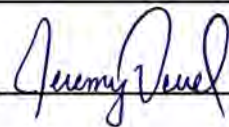
COST \$3,395 (price valid for 3 months from date of proposal)

Phase IA background research would be initiated upon authorization. Phase IB fieldwork would be scheduled within two weeks upon notice to proceed. All archaeological work will be conducted in compliance with the *Standards for Cultural Resource Investigations* adopted by the NYSOPRHP (NYAC 1994). If additional work is required beyond this scope, a scope of service increase will be submitted.

Name _____ **Signature** _____

Title _____

Firm/Agency _____ **Date** _____

Name _____ **Signature** 

Title _____ **Owner/Principal Investigator**

Firm/Agency Deuel Archaeology & CRM **Date** 6/21/2023

ATTACHMENT 9



CANANDAIGUA TOWN CLERK

JUL 31 2023 **HARCO**
NATIONAL INSURANCE COMPANY

MAINTENANCE BOND

RECEIVED

John Morrell

BOND NO. 771955

KNOW ALL MEN BY THESE PRESENTS: THAT WE, S & J Morrell, Inc.

Harco National Insurance Company, Illinois Corporation of 702 Oberlin Road, Raleigh, NC 27605 as Principal, and
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
Town of Canandaigua of 5440 Routes 5 & 20, West Canandaigua, NY 14424
as Oblige, in the full and just sum of Seventy-Four Thousand Five Hundred and Fifty-Nine Dollars and Fifty Cents
(\$ 74,559.50)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 24th day of July, 20 23

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Oblige for Pierce Brook Subdivision Section 1 Watermain, Storm Sewer & Roadway

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of July 24, 2023 thru July 24th, 2025 because of defective workmanship in connection with said
contract of which defectiveness the Oblige shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness

[Signature]

S & J Morrell, Inc.

[Signature]

Principal

Witness

[Signature]

Harco National Insurance Company

[Signature]

Kelly M. Shea

Attorney-in-Fact

Bond # 771955

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KELLY M. SHEA, CHRISTOPHER K. SHEA

Rochester, NY

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

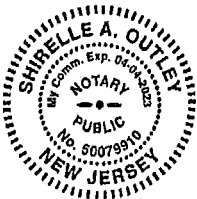
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 24, 2023

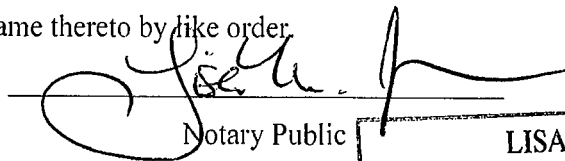
Irene Martins, Assistant Secretary

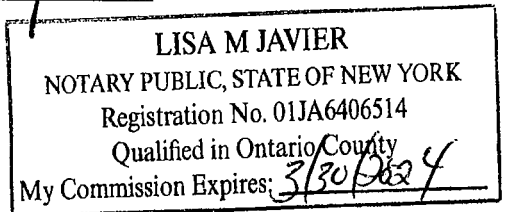
CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF Monroe

On this 28th day of July in the year 2023, before me personally came Scott Morrell to me known, who, being by me duly sworn, did depose and say he resides in Pittsford, NY; that he is the Principal of S & J Morrell, Inc. the corporation described in and which executed the foregoing instrument; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.


Notary Public

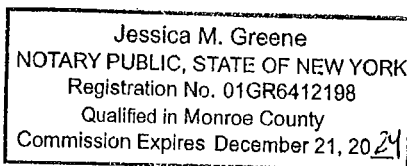


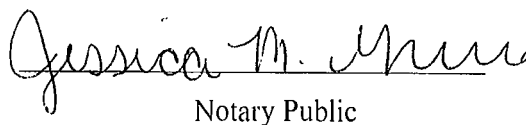
SURETY ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF MONROE

On this 24th day of July in the year 2023 before me personally came Kelly M. Shea to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the Attorney-In-Fact of Harco National Insurance Company the corporation described in and which executed the foregoing instrument; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.




Notary Public

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2021

ASSETS

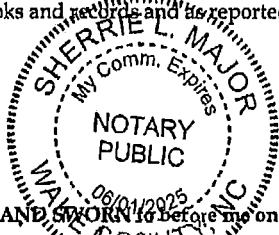
Bonds (Amortized Value)	\$100,809,150
Stocks (Preferred Stocks)	3,288,549
Stocks (Common Stocks)	977,360,294
Cash, Bank Deposits & Short-Term Investments	8,611,716
Other Invested Assets	13,792,087
Unpaid Premiums & Assumed Balances	196,802,974
Deferred Premiums, Agents Balances & Installments booked	25,388,146
Reinsurance Recoverable from Reinsurers	127,841,052
Reinsurance - Funds Held by or deposited with reinsured companies ..	9,764,844
Current Federal & Foreign Income Tax Recoverable & Interest	5,069,944
Investment Income Due and Accrued	1,173,316
Receivables from Parent Subsidiaries & Affiliates	37,141,072
Other Assets	2,083,332
TOTAL ASSETS	<u>\$1,509,126,476</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$168,402,218
Reinsurance payable on paid losses & loss adjustment expense	58,230,118
Loss Adjustment Expenses	36,850,254
Commissions Payable, Contingent Commissions & Other Similar Charges ..	9,377,487
Other Expenses (Excluding Taxes, Licenses and Fees)	272,105
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,494,219
Current federal and foreign income taxes	0
Net Deferred Tax Liability	14,725,512
Unearned Premiums	136,924,064
Advance Premium	412,869
Ceded Reinsurance Premiums Payable	128,084,312
Funds held by Company under reinsurance treaties	12,636,800
Amounts Withheld by Company for Account of Others	67,554,925
Payable to Parent Subsidiaries & Affiliates	562,736
Other Liabilities	760,206
TOTAL LIABILITIES	<u>\$636,287,825</u>

Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	198,556,813
Surplus as Regards Policyholders	<u>\$872,838,651</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,509,126,476</u>

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2021, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 15th day of March, 2022.
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 15th day of March, 2022.

Sherrie L. Major
NOTARY PUBLIC, STATE OF North Carolina

July 18, 2023

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

**RE: PIERCE BROOK SUBDIVISION SECTION 1
MAINTENANCE BOND - REVIEW
TAX MAP No. 97.02-1-52.100 & 97.00-2-2.100
CPN No. 21-091
MRB PROJECT No.: 0300.12001.000 PHASE 267**

Dear Mrs. Chrisman,

It is our understanding that the applicant is in the process of dedicating the watermain, storm sewer system, and the roadway (excluding top coat) for the Pierce Brook Subdivision Section 1. Prior to dedication and closing out the Letter of Credit associated with this project, a 2-year maintenance bond is required to be provided to the Town.

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

	<u>Total Construction Cost</u>	<u>10% Maintenance Bond Amount</u>
Watermain	\$154,730.00	\$15,473.00
Storm Sewer	\$256,935.00	\$25,693.50
Roadway*	\$333,930.00	\$33,393.00
*Does not include Top Course	\$745,595.00	\$74,559.50

Therefore, a Maintenance Bond in the amount of **\$74,559.50** is recommended to be provided to and accepted by the Town of Canandaigua Town Board prior to dedication and prior to the closing out of the Letter of Credit. The maintenance bond for the items described above is to remain on file for a period of two (2) years from the time it is accepted by the Town of Canandaigua Town Board.

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

Respectfully submitted,



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

Enclosures:

- Applicant's Engineers Estimate dated March 3, 2022

C Doug Finch, Town Manager
 Kate Silverstrim-Jensen, Town Bookkeeper
 Jim Fletcher, Highway and Water Superintendent
 Sarah Reynolds, Planner
 Mike Murphy, Code Enforcement Officer
 Scott Morrell, S&J Morrell, Inc
 Richard Tiede – Marathon Engineering



39 Cascade Drive / Rochester, NY 14614 / Phone (585) 458-7770

Date: March 3, 2022

Estimate for Town of Canandaigua Letter Of Credit

Project: Pierce Brook Subdivision Section 1

Prepared For: Morrell Builders

Prepared By: Marathon Engineering

Summary of Costs

This Letter of Credit Estimate represents the probable construction costs in 2022 dollars to complete the site improvements as shown on the site plans entitled "Final Section 1 Plans for Pierce Brook Subdivision" dated: 2/7/22 prepared by Marathon Engineering.

Section #	Description	Engr Est of Cost
1	DEMOLITION	\$ 26,000
2	EARTHWORK	\$ 155,275
3	EROSION CONTROL	\$ 110,130
4	SANITARY SYSTEM - ONTARIO COUNTY (Covered on OCDPW LOC)	\$ -
5	STORM SYSTEM	\$ 256,935
6	WATER SYSTEM	\$ 154,730
7	PAVEMENT SYSTEM OUTSIDE NYSDOT R.O.W.	\$ 338,715
8	LANDSCAPING/MISCELLANEOUS	\$ 60,226
9	NYSDOT ROW DRIVEWAY WORK (Covered in NYSDOT bonding)	\$ -
10	NYSDOT ROW UTILITY WORK (Covered in NYSDOT bonding)	\$ 7,250
Construction Cost:		\$ 1,109,261
10% Contingency:		\$ 110,926
6% Municipal Observation:		\$ 66,556
Overall Total:		\$ 1,286,743



Section 1: DEMOLITION					
Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
1.1	Clearing and grubbing	1	LS	10,000.00	10,000
1.2	Remove and dispose of barn	1	LS	10,000.00	10,000
1.3	Remove silos (2)	1	LS	6,000.00	6,000
				Total:	\$ 26,000

Section 2: EARTHWORK					
Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
2.1	Topsoil strip to stockpile	5,800	CY	3.50	20,300
2.2	Earthwork cut to fill	29,450	CY	3.50	103,075
2.3	Topsoil placement in R.O.W. & Open Space areas	2,900	CY	5.00	14,500
2.4	Topsoil placement - lot restoration	2,900	CY	6.00	17,400
				Total:	\$ 155,275

Section 3: EROSION CONTROL					
Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
3.1	Construction entrance	1	EA	2,000.00	2,000
3.2	Concrete washout area	1	EA	1,600.00	1,600
3.3	Silt Fence includes installation, maintenance, and removal, complete	4,000	LF	4.00	16,000
3.4	Paved Inlet protection	8	EA	250.00	2,000
3.5	ST-DI filter fabric protection	3	EA	300.00	900
3.6	Temporary sediment trap (15'x32'x6')	107	CY	15.00	1,605
3.7	Stone check dams	28	EA	500.00	14,000
3.8	Straw erosion blanket slope protection/stabilized diversion swale	43,650	SF	0.50	21,825
3.9	Permanent seeding (10' beyond ROW & Open Space)	4	AC	5,000.00	18,000
3.10	Temporary seeding/stabilization	14	AC	2,300.00	32,200
				Total:	\$ 110,130



Section 4: SANITARY SYSTEM - ONTARIO COUNTY (Covered on OCDPW LOC)

Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
4.1	Connect to existing manhole	1	EA		0
4.2	8" HDPE directional drilled main, including testing, complete	167	LF		0
4.2	8" PVC main SDR-35, including bedding backfill, testing, complete	1,344	LF		0
4.3	4" PVC lateral with cleanouts, complete	29	EA		0
4.4	4'-0 dia. manhole, complete	5	EA		0
4.5	5'-0 dia. manhole, complete	5	EA		0
4.6	Testing	1	EA		0
4.7	Record drawings & files	1	EA		0
				Total:	\$ -

Section 5: STORM SYSTEM

Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
5.1	4'-0 dia. manhole, complete	8	EA	4,000.00	32,000
5.2	5'-0 dia. manhole, complete	3	EA	5,000.00	15,000
5.3	6'-0 dia. manhole, complete	1	EA	6,000.00	6,000
5.4	Outlet control structure, complete	1	EA	4,500.00	4,500
5.5	12" PE storm sewer, inc. excavation, bedding and backfill, complete.	471	LF	32.00	15,072
5.6	15" PE storm sewer, inc. excavation, bedding and backfill, complete.	230	LF	40.00	9,200
5.7	18" PE storm sewer, inc. excavation, bedding and backfill, complete.	456	LF	48.00	21,888
5.8	24" PE storm sewer, inc. excavation, bedding and backfill, complete.	684	LF	62.00	42,408
5.9	24"x24" Drop inlet, complete	11	EA	2,600.00	28,600
5.10	6" PVC storm lateral, inc. excavation, bedding and backfill, complete	29	EA	1,300.00	37,700
5.11	15" Metal end section	1	EA	520.00	520
5.12	24" Metal end section	1	EA	560.00	560
5.13	Permanent Drainage Swale	4,200	SF	0.50	2,100
5.14	Medium stone fill	145	CY	75.00	10,875
5.15	Trail Parking Dry Swale	773	SF	6.00	4,638
5.16	Trail Parking Dry Swale Wier Wall	1	EA	6,000.00	6,000
5.17	8" Stone SWMF access path including fabric complete.	8,437	SF	2.00	16,874
5.18	Stone flow spreader	1	EA	3,000.00	3,000
				Total:	\$ 256,935



Section 6: WATER SYSTEM

Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
6.1	8" PVC DR-14 watermain, inc. excavation, bedding and backfill, complete	1,260	LF	55.00	69,300
6.2	8" Gate valve and box, complete	2	EA	2,300.00	4,600
6.3	Hydrant and guard valve assembly, complete	3	EA	6,300.00	18,900
6.4	1" Water service, complete (copper from tap to curb box, plastic after curb box)	29	EA	2,000.00	58,000
6.5	Sampling/Disinfection tap	1	EA	825.00	825
6.6	Tapped tee with 2" blowoff	1	EA	1,800.00	1,800
6.7	Testing of watermain, complete	1,305	LF	1.00	1,305
				Total:	\$ 154,730

Section 7: PAVEMENT SYSTEM OUTSIDE NYSDOT R.O.W.

Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
7.1	30" Wide concrete gutter, complete	2,420	LF	17.00	41,140
7.2	4" Weep, complete	2,420	LF	10.00	24,200
7.3	Roadboxout including excavation, shaping, rolling and proof rolling	1,957	CY	4.00	7,828
7.4	Tensar Triax TX160 (road)	3,612	SY	2.00	7,224
7.5	(2) 6" lifts of Type 2 crusher run stone (road)	1,254	CY	45.00	56,430
7.6	(1) 3" lift of fine crusher run stone 304.02 Type 1 (road)	246	CY	45.00	11,070
7.7	3" Type 3 binder NYSDOT item no. 403.138902 (road)	3,103	SY	22.00	68,266
7.8	1 1/2" Type 7F Top (NYSDOT Item No. 403.198902 (road)	3,103	SY	11.00	34,133
7.90	geotextile fabric (trail parking)	435	SY	1.50	653
7.10	(1) 9" lift of Type 4 (NYSDOT item 304.14) crushed stone (trail parking)	108	CY	45.00	4,860
7.11	2 1/2" Type 3 binder NYSDOT item no. 403.138902 (trail parking)	435	SY	18.50	8,048
7.12	1 1/2" Type 7F Top (NYSDOT Item No. 403.198902 (trail parking)	435	SY	11.00	4,785
7.13	Striping of trail parking lot	1	LS	500.00	500
7.14	geotextile fabric under gutter weep stone	1,075	SY	1.50	1,613
7.15	Temporary Turnaround-boxout, stone, binder (complete)	375	SY	67.00	25,125
7.16	Sidewalk complete in accordance with the Town Sidewalk detail	6,120	SF	7.00	42,840
				Total:	\$ 338,715



Section 8: LANDSCAPING/MISCELLANEOUS

Item No.	Description (Common Name)	Qty	Unit	Unit Cost (\$)	Amount (\$)
8.1	Red Sunset Maple 2.5"-3" cal.	6	EA	350.00	2,100
8.2	Sugar Maple 2.5"-3" cal.	10	EA	350.00	3,500
8.3	Northern Red Oak 2.5"-3" cal.	4	EA	350.00	1,400
8.4	Norway Spruce 6'-7' height	23	EA	350.00	8,050
8.5	Conservation Markers	17	EA	300.00	5,100
8.6	ROW monuments	6	EA	500.00	3,000
8.7	Survey and Stakeout	1	LS	8,000.00	8,000
8.8	Trail markers & Signs (on-site)	1	LS	2,500.00	2,500
8.9	Handicap signage	4	EA	350.00	1,400
8.10	Trail walking path (mowed grass)	3,169	LF	4.00	12,676
8.11	Trail walking path garden bridge	2	EA	1,500.00	3,000
8.12	Restoration for trail parking work	1	LS	1,500.00	1,500
8.13	Record Mapping	1	LS	8,000.00	8,000
				Total:	\$ 60,226



Section 9: NYSDOT ROW DRIVEWAY WORK (Covered in NYSDOT bonding)

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
603.9812	12" Smooth interior corrugated polyethylene pipe	36	LF		0
603.54116	15" Corrugated aluminum end section for 12" inch diameter corrugated polyethylene pipe	1	EA		0
603.9815	15" Smooth interior corrugated polyethylene pipe	38	LF		0
603.54216	18" Corrugated aluminum end section for 15" inch diameter corrugated polyethylene pipe	2	EA		0
605.1502	6" Underdrain, complete	36	LF		0
645.0304001	Stop sign	1	O		0
645.0304001	Pedestrian crossing signage	12	EA		0
645.8102	Retroreflective sign post strips	4	EA		0
645.81	Type A sign post	5	EA		0
627.5014001	Sawcutting of pavement	105	LF		0
207.9600002	Tensar Triax geogrid	120	SY		0
304.12	Type 2 subbase course	1,080	TN		0
404.378901	37.5 F9 base course WMA, 80 series compaction	34	TN		0
404.198901	19.0 F9 binder course WMA, 80 series compaction	21	TN		0
404.098201	9.5 F2 top course WMA, 80 series compaction	10	TN		0
685.11	White Epoxy Reflectorized Pavement Stripes	1	LS		0
619.01	Work Zone Traffic Control	1	LS		0
610.1401	Topsoil	1	LS		0
610.1601	Lawn restoration	1	LS		0
				Total:	\$ -

Section 10: NYSDOT ROW UTILITY WORK (Covered in NYSDOT bonding)

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
10.2	8" DR-11 HDPE Watermain, excavation beyond drill pits, bedding and backfill complete	75	LF	30.00	2,250
10.3	Direction drilling for 16" HDPE DR-11 casing & install 8" HDPE DR-11 Watermain, including grout	57	LF		0
10.4	Ductile iron friction coupling, HDPE to PVC	1	EA		0
10.5	12"x12"x8" Tapping sleeve and valve, gate valve, connection complete	1	EA	5,000.00	5,000
619.01	Work Zone Traffic Control	1	LS		0
610.1401	Topsoil	1	LS		0
610.1601	Lawn restoration	1	LS		0
				Total:	\$ 7,250

ATTACHMENT 10

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Pierce Brook Trail

BILL
OF
SALE

to the Town of Canandaigua

by S & J Morrell, Inc.

in the Pierce Brook Subdivision, Section 1

KNOW ALL MEN BY THESE PRESENTS,

THAT S & J Morrell, Inc., having an office at 1501 Pittsford Victor Road, Victor, New York 14564, party of the first part, for and in consideration of sum of ONE DOLLARS (\$1.00), lawful money of the United States to it in hand paid, at or before the unsealing and delivery of these presents by the TOWN OF CANANDAIGUA, 5440 Routes 5 & 20; Canandaigua, NY 14424 1000, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said party of the second part, its successors and assigns thereof:

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

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

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its CORPORATE OFFICERS and caused its CORPORATE SEAL to be hereto affixed, this _____ day of _____, 2023.

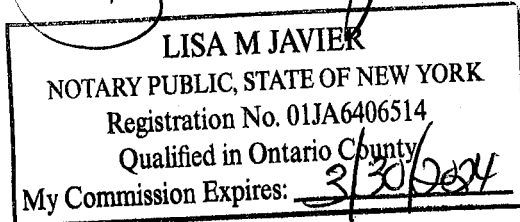
S & J Morrell, Inc.

By: Scott Morrell
Scott Morrell, President

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

On the 31 day of July in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Lisa M. Javier
Notary Public



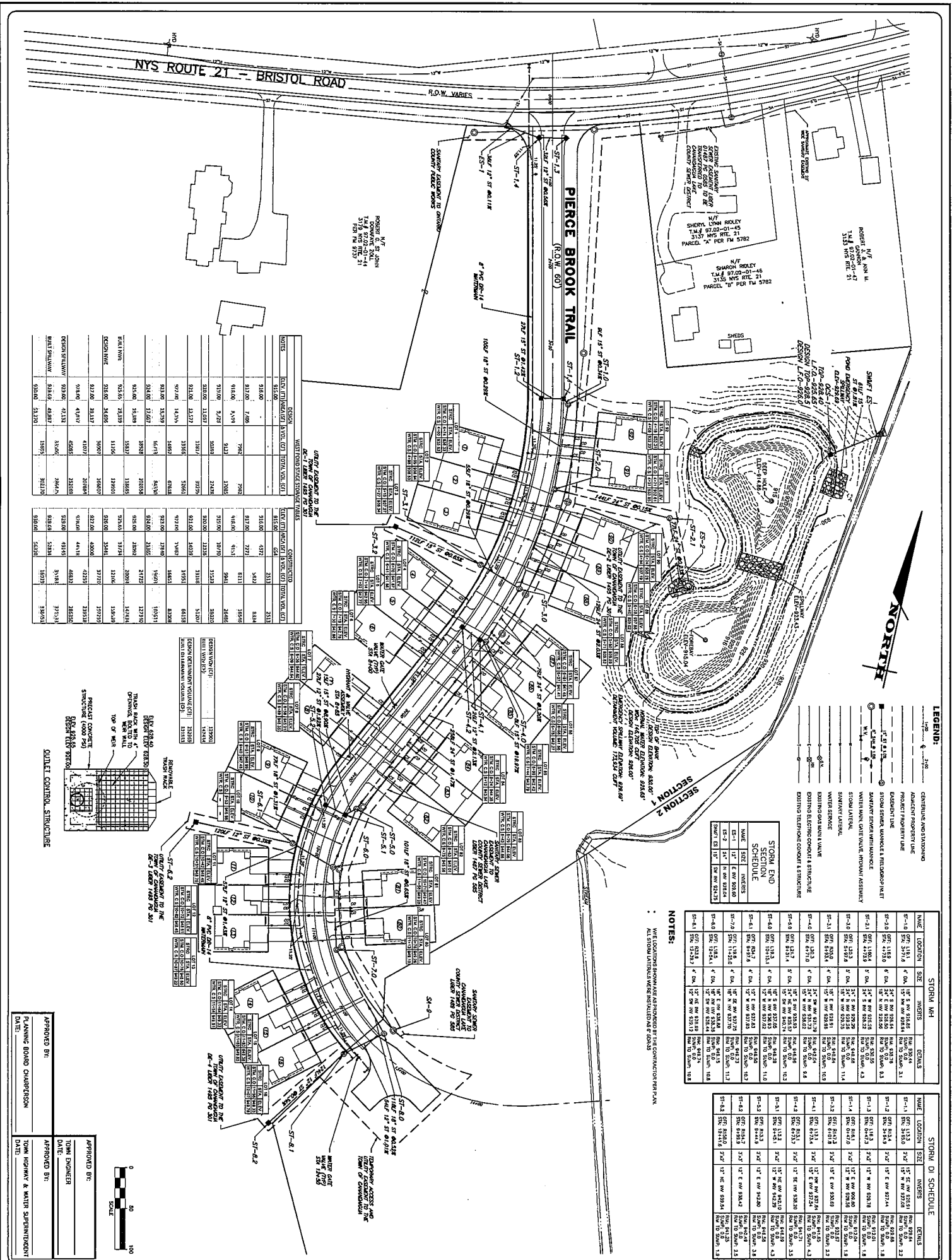
Pierce Brook Subdivision
Right-of-Way Legal Description

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 filed in the Ontario County Clerk's office at map number 38337-B, 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 March 10, 2022, and being more particularly bounded and described as follows:

Commencing at a point on the southerly Right-of-Way of Bristol Road (NYS Route 21), said point also being the northwest corner of lands of Ridley (Tax Account #97.02-01-45); thence westerly along said Right-of-Way, on a curve to the right having a radius of 1465.41, through an included angle of 01°39'59", a distance of 42.62 to the point or place of beginning; thence

1. Along a tangent curve to the left having a radius of 35.00 feet, through an included angle of 86°12'14", a distance of 52.66 feet to a point of tangency; thence
2. On a bearing of S12°13'41"E, a distance of 289.23 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 530.00 feet, through an included angle of 38°26'58", a distance of 355.67 feet to a point of tangency; thence
4. On a bearing of S26°13'17"W, a distance of 202.82 feet to a point of curvature; thence
5. Along a curve to the left having a radius of 220.00 feet, through an included angle of 79°30'03", a distance of 305.26 feet, to a point; thence
6. Along a radial line on a bearing of S36°43'14"W, a distance of 60.00 feet to a point on a curve; thence
7. Along a curve to the right having a radius of 280.00 feet, through an included angle of 79°30'03", a distance of 388.51 feet, to a point of tangency; thence
8. On a bearing of N26°13'17"E, a distance of 202.82 feet to a point of curvature; thence
9. Along a curve to the left having a radius of 470.00 feet, through an included angle of 38°26'58", a distance of 315.40 feet, to a point of tangency; thence
10. On a bearing of N12°13'41"W, a distance of 286.25 feet to a point of curvature; thence
11. Along a curve to the left having a radius of 35.00 feet, through an included angle of 88°49'05", a distance of 54.26 feet, to a tangent point on the aforementioned southerly Right-of-Way of Bristol Rd (NYS Route 21); thence
12. Along said Right-of-Way a curve to the left having a radius of 1465.41 feet, through an included angle of 04°58'02", a distance of 127.04 feet, to the point or place of beginning.

Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.



FINAL SECTION 1 RECORD 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
TOWN OF CANANDAIGUA ONTARIO COUNTY STATE OF NEW YORK

2 of 3
SHEET No.
C3.1

DRAWING TITLE:
UTILITY RECORD
PLAN

APPROVED BY:
TOWN ENGINEER

DATE:

APPROVED BY:
TOWN HIGHWAY & WATER SUPERINTENDENT

DATE:

JOB NO.:
1022-19

SCALE:
1"=50'

DRAWN:
SWS

DESIGNED:
RJB

DATE:
06/24/23

REVISIONS:

DATE: 5/1/2020
BY: J. HENSON


DATE: 5/1/2020
BY: J. HENSON

STATE OF NEW YORK
SEAL OF THE STATE ENGINEER
ROBERT P. BRINKLEY
Professional Engineer
No. 10855
Exp. 12/31/2024

STATE OF NEW YORK
SEAL OF THE TOWN ENGINEER
TOWN OF CANANDAIGUA
Professional Engineer
No. 10855
Exp. 12/31/2024

MARATHON
ENGINEERS
33 CASCADIA DRIVE
ROCHESTER, NY 14614
PHONE: 716.442.4400
FAX: 716.442.4401
WWW.MARATHONENG.COM

840 HANSHAW RD., STE 6
ROCHESTER, NY 14617
PHONE: 716.442.4400
FAX: 716.442.4401
WWW.MARATHONENG.COM

 First American Title™	Certificate of Title
Certificate	ISSUED BY First American Title Insurance Company FILE NUMBER AAC-18942-NY-TP

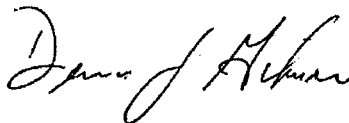
First American Title Insurance Company ("the Company") certifies to the "proposed insured(s)" listed herein that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.
THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Issued Through the Office of:

ABAR Abstract Corp.
65 West Broad Street Suite 101
Rochester, NY 14614
Phone: 585-241-3373 Fax: 585-363-7377

Title Dept.

(This Certificate is valid only when Schedules A and B are attached) This Jacket was created electronically and constitutes an original document.

CLOSING REQUIREMENTS

1. **CLOSING DATE:** In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
2. **PROOF OF IDENTITY:** Identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
3. **POWER OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. **THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.** The Power must be in recordable form.
4. **CLOSING INSTRUMENTS:** If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
5. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
6. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps are on file.
7. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

MISCELLANEOUS PROVISIONS

1. This certificate is intended for lawyers only. Your lawyers should be consulted before taking any action based upon the contents hereof.
2. The Company's closer may not act as legal advisor for any of the parties or draw legal instruments for them. The closer is permitted to be assistance only to an attorney.
3. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, moldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
4. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
5. This company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
6. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
7. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.

****NOTICE****

First American will collect fees to enable the recording of documents for this transaction. If it is thereafter determined that a Lender paid all or a portion of those recording fees, First American will promptly refund the amount paid by the Lender to the party from whom it was collected.

SCHEDULE A

Date Sent: June 26, 2023

Title No.: AAC-18942-NY-TP
Effective Date: June 10, 2023
Redated: _____

Proposed Insured:

Borrower/Purchaser: Town of Canandaigua
Mortgagee:

Amount of Insurance:

(a) ALTA OWNER'S POLICY (2006) \$35,000.00

(b) ALTA LOAN POLICY (2006)

The Estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, Description (subject to the liens, encumbrances and other matters, if any, set forth in this certificate) may be conveyed and/or mortgaged by:

TITLE VESTED IN:

S & J Morrell, Inc.

Source of Title:

By virtue of Quitclaim Deed from Morrell Builders, Inc. to S & J Morrell, Inc., dated March 8, 2022, recorded March 10, 2022 in the Ontario County Clerk's Office in Liber 1492 page 64.

Premises described herein are known as:

Premises: -0- State Route 21 South, Canandaigua, NY 14424

County: Ontario Municipality: Town of Canandaigua Sec: 97.07 Block: 1 Lot: 200.000

SWIS No.: 322400

Any questions regarding this report, please contact:

ABAR Abstract Corp.
65 West Broad Street
Suite 101
Rochester, NY 14614
Phone: 585-241-3373
Email: title@abarabstract.com
NYS TITLE LICENSE NO.: 1369670

SCHEDULE A – LEGAL DESCRIPTION

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 filed in the Ontario County Clerk's office at map number 38337-B, 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 March 10, 2022, and being more particularly bounded and described as follows:

Commencing at a point on the southerly Right-of-Way of Bristol Road (NYS Route 21), said point also being the northwest corner of lands of Ridley (Tax Account #97.02-01-45); thence westerly along said Right-of-Way, on a curve to the right having a radius of 1465.41, through an included angle of 01° 39' 59", a distance of 42.62 to the point or place of beginning; thence

1. Along a tangent curve to the left having a radius of 35.00 feet, through an included angle of 86° 12' 14", a distance of 52.66 feet to a point of tangency; thence
2. On a bearing of S 12° 13' 41" E, a distance of 289.23 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 530.00 feet, through an included angle of 38° 26' 58", a distance of 355.67 feet to a point of tangency; thence
4. On a bearing of 526° 13' 17" W, a distance of 202.82 feet to a point of curvature; thence
5. Along a curve to the left having a radius of 220.00 feet, through an included angle of 79° 30' 03", a distance of 305.26 feet, to a point; thence
6. Along a radial line on a bearing of S 36° 43' 14" W, a distance of 60.00 feet to a point on a curve; thence
7. Along a curve to the right having a radius of 280.00 feet, through an included angle of 79° 30' 03", a distance of 388.51 feet, to a point of tangency; thence
8. On a bearing of N 26° 13' 17" E, a distance of 202.82 feet to a point of curvature; thence
9. Along a curve to the left having a radius of 470.00 feet, through an included angle of 38° 26' 58", a distance of 315.40 feet, to a point of tangency; thence
10. On a bearing of N 12° 13' 41" W, a distance of 286.25 feet to a point of curvature; thence
11. Along a curve to the left having a radius of 35.00 feet, through an included angle of 88° 49' 05", a distance of 54.26 feet, to a tangent point on the aforementioned southerly Right-of-Way of Bristol Rd (NYS Route 21); thence
12. Along said Right-of-Way a curve to the left having a radius of 1465.41 feet, through an included angle of 04° 58' 02", a distance of 127.04 feet, to the point or place of beginning.

Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.

Premises: -0- State Route 21 South, Canandaigua, NY 14424
Sec: 97.07 Blk: 1 Lot: 200.000

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which bylaw constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

Title No: AAC-18942-NY-TP

SCHEDULE "B-I" Continued

The Policy will not insure against loss or damage (and Company will not pay cost, attorneys' fees or expenses), which arise by reason of the following requirements and/or exceptions unless they are disposed of to our satisfaction prior to the closing or delivery of the policy.

1. Rights of tenants or persons in possession, if any.
2. Returns, if any, of title search continuation since effective date herein to the date of closing.
3. Note: If a document is to be executed pursuant to a Power of Attorney, a copy of said Power of Attorney should be provided for review prior to closing.
4. There is ONE (1) open mortgage(s) of record. (See Mortgage set outs)

NOTE: If any Mortgages set out are credit line mortgages, then proof must be obtained that the loan has been paid in full and the account blocked.

5. Notice of Availability of Owner's Title Insurance must be signed at closing.
6. Any State of facts that may be disclosed by any municipal or departmental searches. Said searches together with zoning issues are not covered under any title insurance policy issued.
7. Proof is required that this transaction is exempt from the Home Equity Theft Prevention Act pursuant to Real Property Law 265-A. Attached Affidavit is to be signed at closing.
8. Proof by affidavit required that the seller/mortgagor in the transaction being insured is not a party to any matrimonial action brought under Domestic Relations Law Section 236.
9. This office must be notified immediately if this is a Short Sale as further conditions will be required prior to closing.
10. Insurance Law Section 6409 Subsection C requires that title companies offer, at or prior to closing, an optional policy to cover the homeowner for the FUTURE market value of the house. You may, therefore elect to obtain protection in excess of your purchase price. If you do not wish this additional statutory coverage, you MUST WAIVE by Signing the form attached to this report.
11. Note: County Clerks requires that each Form RP-5217, the Real Property Transfer Report, be printed as a 8 1/2" X 14" legal size document. In addition, no handwritten information is accepted and bar coded Form RP-5217-PDF will only be accepted by the County Clerk, in counties in which the RP-5217-PDF is accepted, when the form has been completed online at http://www.tax.ny.gov/pdf/current_forms/orpts/rp5217.pdf . Compliance with these requirements is necessary to record the deed being insured. For a list of counties accepting Form RP-5217-PDF go to <http://www.tax.ny.gov/research/property/assess/rp5217/index.htm>.
12. Taxes, tax liens, tax sales, water rates, sewer rents and assessments regarding subject premises.

**** SBL shown herein is for subject premises/road; however, there is no current tax information showing on Assessor site****

a) 2023 Town/County Tax: \$ unavailable

b) 2022/23 School Tax: \$ unavailable

c) If property is located within a City or Village, then the applicable municipal tax search is required for closing.

- d) Unpaid Sewer and Water charges, if any.
- e) Future installments of special assessments for improvements, if any.
- f) New York Real Property Tax Law Section 302 and 520 may affect the real estate tax liability if the Premises described in Schedule A have a tax exemption.

NOTE: If tax amounts are provided as part of this report, updated figures must be obtained prior to closing to insure payment of the proper amounts including any interest or penalties.

PROOF OF PAYMENT AND SATISFACTION OF ANY AND ALL TAXES, PILOT PAYMENTS, AND OTHER MUNICIPAL CHARGES AFFECTING THE PREMISES AS WELL AS SATISFACTION OF ANY AND ALL TAX LIENS OF RECORD.

- 13. FOR INFORMATION ONLY: Judgment & Lien and Bankruptcy searches vs S & J Morrell, Inc. are included as part of the searchwork provided to complete this exam and any results found to be affecting title (if any) are set out herein.
- 14. Patriot searches have been made vs. the name(s) of Town of Canandaigua and the following returns have been found: NONE
- 15. All amendment and run down requests, etc. must be sent to title@abarabstract.com.
- 16. Building Loan Mortgage executed by S&J Morrell, Inc., in favor of Five Star Bank; dated March 8, 2022, and recorded March 10, 2022 at Liber 03145, page 0336, in the Office of the Ontario County Clerk/Register in the State of New York securing \$1,500,000.00.

Note: A Release of Subject Premises should be available for recording at closing

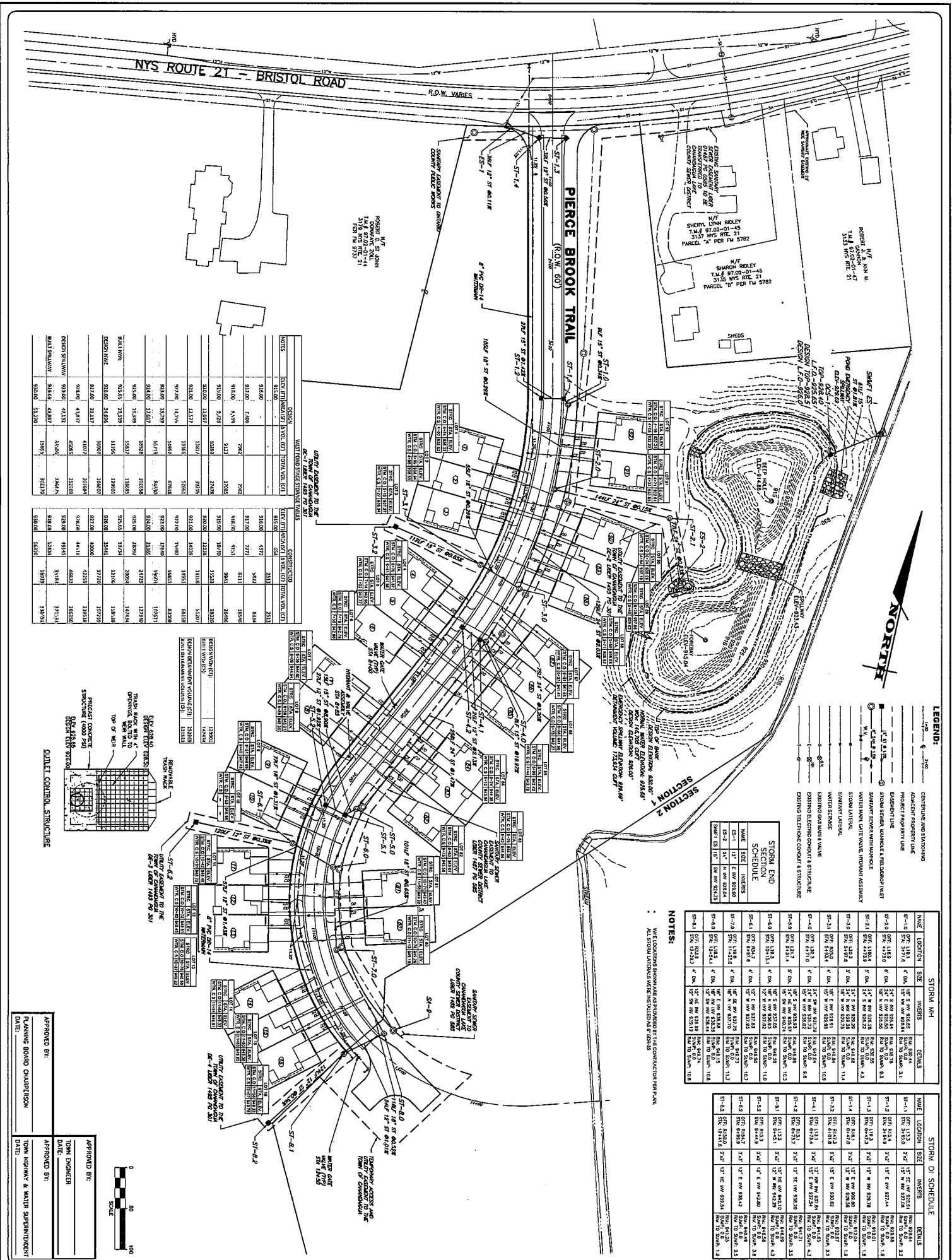
Title No: AAC-18942-NY-TP

SCHEDULE B-II - Exceptions Continued

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any rights, interest or claims of parties in possession of the land not shown by the public records.
2. No title insured to any lands, lying with the bounds of any street or highway.
3. Exact acreage is not insured herein.
4. **Policy will affirmatively insure that the exercise of any rights under any easements, agreements and/or restrictions set out herein will not interfere with the use and occupancy of the structures as they presently exist on the premises. (For Loan Policies Only)**
5. **Policy will affirmatively insure that neither any misplacements set forth in the survey reading herein (if any), nor any future corrections thereof, will interfere with the use of any current improvements on the insured premises nor with the use of the balance of the insured premises not occupied by the current improvements. (For Loan Policies Only)**
6. Survey Map entitled "Final Section 1 Plan for Pierce Brook Subdivision, Tax Acct. Nos. 97.02-1-52.1 and Part of 97.00-2-2.1410, Job No. 1022-19, Drawing No. C2.0 and Drawing No. C2.1, Town of Canandaigua, Ontario County, New York, made by Marathon Engineering, dated November 19, 2021
7. A portion of the premises described herein are presently a wetlands area. Policy will except any and all restrictions on the use and development of the premises on account thereof. This policy insures that said wetlands and restrictions will not interfere with the planned and intended use of the insured premises
8. For as long as any portion of the property described in this Deed is subject to Regulation under Article 24 of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing, or any other regulated activity as defined by Article 24 of the ECL on this property within the freshwater wetland area, or 100-foot adjacent area, as shown on the final subdivision plat, at any time without having first secured the necessary permission and permit required pursuant to ECL Article 24. This policy insures that said wetlands and restrictions will not interfere with the planned and intended use of the insured premises
9. Easements (Sidewalk; SWE-1, SWE-2, SWE-3, SWE-4) to Town of Canandaigua, shown on Survey by Marathon Engineering, Job No. 1022-19, dated November 19, 2021.
10. Easements (Drainage; DE-1, DE-2, DE-3, DE-4) to Town of Canandaigua, shown on Survey by Marathon Engineering, Job No. 1022-19, dated November 19, 2021.
11. Easements (Sanitary Sewer; SA-1, SA-2, SA-3) to Canandaigua Lake County Sewer District, shown on Survey by Marathon Engineering, Job No. 1022-19, dated November 19, 2021.
12. Easements (Conservation; CE-1, CE-2, CE-3) to Town of Canandaigua, shown on Survey by Marathon Engineering, Job No. 1022-19, dated November 19, 2021.
13. Easement (Temporary Access and Utility; (TE-1) to Town of Canandaigua and Canandaigua Lake County Sewer District, shown on Survey by Marathon Engineering, Job No. 1022-19, dated November 19, 2021.
14. Easement (Temporary Trail and Access; (TE-2) to Town of Canandaigua, shown on Survey by Marathon Engineering, Job No. 1022-19, dated November 19, 2021.
15. Easement (Sanitary Sewer) to Morrell Builders, Inc. recorded in Liber 1487 page 585

16. No title is insured to any land lying below the present or any former high-water line of Sucker Brook Tributary. This policy insures that these rights will not interfere with the planned and intended use of the insured premises
17. Except riparian rights and easements of others over Sucker Brook Tributary, but policy does not insure any riparian rights or easements in favor of the owner of the premises herein. This policy insures that these rights will not interfere with the planned and intended use of the insured premises
18. Building Loan Agreement between S & J Morrell, Inc. and Five Star Bank, dated 03/08/2022 and recorded 03/10/2022 in Liber 02022, page 0652.
19. Notice of Lending between S & J Morrell, Inc. and Five Star Bank, dated 03/08/2022 and recorded 03/10/2022 in Liber 02022, page 0678.
20. Easement to Rochester Gas & Electric Corporation, New York State Electric Corporation and Spectrum Cable Northeast recorded in Liber 1509 page 804



DRAWING TITLE:
UTILITY RECORD
PLAN

APPROVED BY:
TOWN ENGINEER
DATE: _____

APPROVED BY:
TOWN HIGHWAY & WATER SUPERINTENDENT
DATE: _____

2 of 3
SHEET No.
C3.1

DATE: 10/23/19
JOB No. _____
DRAWING No. _____

ROBERT P. BRINKLEY
Professional Engineer
No. 10855
State of New York

Copyright © 2023 Marathon Engineering, Inc.

JOB NO.: 1022-19
SCALE: 1"=50'
DRAWN: SMS
DESIGNED: RJB
DATE: 06/24/23

REVISIONS:

DATE	BY	REVISION
07/17/23	SM	TOWN COMMENTS

FINAL SECTION 1 RECORD 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
TOWN OF CANANDAIGUA ONTARIO COUNTY STATE OF NEW YORK

MARATHON
ENGINEERING

33 CASCADORE DRIVE
ROCHESTER, NY 14614
INDUSTRIAL PARKWAY 7
ROCHESTER, NY 14616
617.474.4111
www.marathoneng.com

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Pierce Brook Trail

to the Town of Canandaigua

HOLD HARMLESS
AND
INDEMNITY
AGREEMENT

by S & J Morrell, Inc.

in the Pierce Brook Subdivision, Section 1

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

S & J Morrell, Inc.

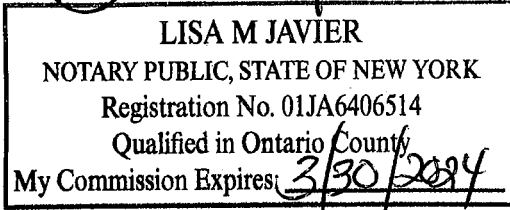
By: 

Scott Morrell, President

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

On the 31 day of July in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



Pierce Brook Subdivision
Right-of-Way Legal Description

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 filed in the Ontario County Clerk's office at map number 38337-B, 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 March 10, 2022, and being more particularly bounded and described as follows:

Commencing at a point on the southerly Right-of-Way of Bristol Road (NYS Route 21), said point also being the northwest corner of lands of Ridley (Tax Account #97.02-01-45); thence westerly along said Right-of-Way, on a curve to the right having a radius of 1465.41, through an included angle of 01°39'59", a distance of 42.62 to the point or place of beginning; thence

1. Along a tangent curve to the left having a radius of 35.00 feet, through an included angle of 86°12'14", a distance of 52.66 feet to a point of tangency; thence
2. On a bearing of S12°13'41"E, a distance of 289.23 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 530.00 feet, through an included angle of 38°26'58", a distance of 355.67 feet to a point of tangency; thence
4. On a bearing of S26°13'17"W, a distance of 202.82 feet to a point of curvature; thence
5. Along a curve to the left having a radius of 220.00 feet, through an included angle of 79°30'03", a distance of 305.26 feet, to a point; thence
6. Along a radial line on a bearing of S36°43'14"W, a distance of 60.00 feet to a point on a curve; thence
7. Along a curve to the right having a radius of 280.00 feet, through an included angle of 79°30'03", a distance of 388.51 feet, to a point of tangency; thence
8. On a bearing of N26°13'17"E, a distance of 202.82 feet to a point of curvature; thence
9. Along a curve to the left having a radius of 470.00 feet, through an included angle of 38°26'58", a distance of 315.40 feet, to a point of tangency; thence
10. On a bearing of N12°13'41"W, a distance of 286.25 feet to a point of curvature; thence
11. Along a curve to the left having a radius of 35.00 feet, through an included angle of 88°49'05", a distance of 54.26 feet, to a tangent point on the aforementioned southerly Right-of-Way of Bristol Rd (NYS Route 21); thence
12. Along said Right-of-Way a curve to the left having a radius of 1465.41 feet, through an included angle of 04°58'02", a distance of 127.04 feet, to the point or place of beginning.

Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Pierce Brook Trail

to the Town of Canandaigua

OFFER OF
CESSION

by S & J Morrell, Inc.

in the Pierce Brook Subdivision, Section 1

THIS IRREVOCABLE OFFER OF CESSION, made this 31 day of
JULY, 2023 is made by S & J Morrell, Inc., whose principal place
of business is located at 1501 Pittsford Victor Road, Victor, New York 14564
hereinafter referred to as "Developer" to the Town of Canandaigua, a municipal
corporation whose principal place of business is located at 5440 Routes 5 & 20,
Canandaigua, NY 14424, hereinafter referred to as "Canandaigua."

WHEREAS, Developer is the owner of certain lands located within the Town
of Canandaigua, County of Ontario, State of New York, more particularly
described in a deed recorded in the Ontario County Clerk's Office in Liber 1492
of Deeds at Pages 64-69, as shown on the Subdivision Map made by Marathon
Engineering, and filed in the Ontario County Clerk's Office as Map No. 38337
entitled Section 1 of Pierce Brook Subdivision, dated November 19, 2021, and
being further bounded and described as follows: SEE SCHEDULE A ATTACHED
HERETO AND MADE A PART HEREIN.

WHEREAS, the Town of Canandaigua, as a condition for the dedication to
and acceptance of the roads, utilities, public improvements, and easements

required by the Town Highway and Water Superintendent and the Town Planning Board has required Developer to file with the Town a formal irrevocable offer of cession of the proposed subdivision roadways, utilities, public improvements, and easements.

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

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

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

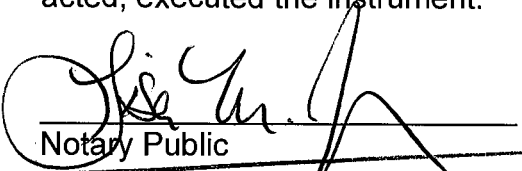
S & J Morrell, Inc.

By: 
Scott Morrell, President

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

On the 31 day of July in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

LISA M JAVIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6406514
Qualified in Ontario County
My Commission Expires: 3/30/2024

Pierce Brook Subdivision
Right-of-Way Legal Description

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1. Along a tangent curve to the left having a radius of 35.00 feet, through an included angle of 86°12'14", a distance of 52.66 feet to a point of tangency; thence
2. On a bearing of S12°13'41"E, a distance of 289.23 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 530.00 feet, through an included angle of 38°26'58", a distance of 355.67 feet to a point of tangency; thence
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5. Along a curve to the left having a radius of 220.00 feet, through an included angle of 79°30'03", a distance of 305.26 feet, to a point; thence
6. Along a radial line on a bearing of S36°43'14"W, a distance of 60.00 feet to a point on a curve; thence
7. Along a curve to the right having a radius of 280.00 feet, through an included angle of 79°30'03", a distance of 388.51 feet, to a point of tangency; thence
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12. Along said Right-of-Way a curve to the left having a radius of 1465.41 feet, through an included angle of 04°58'02", a distance of 127.04 feet, to the point or place of beginning.

Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.

RELEASE OF PART OF MORTGAGED PREMISES

Know all Men by these Presents, that in Consideration of the Sum of One Dollar, and other good and valuable consideration, FIVE STAR BANK, 55 N Main Street, Warsaw, NY 14569 as holder of a Mortgage in the amount of \$1,500,000.00 made by S & J Morrell, Inc. to FIVE STAR BANK, dated March 8, 2022 and recorded March 10, 2022 in the Ontario County Clerk's Office in Liber 3145 of Mortgages at page 336;

DOES HEREBY RELEASE from the above-described mortgage, quit claim and convey to S & J Morrell, Inc., it successors and/or assigns, the part of the premises conveyed by the said mortgage described as follows:

ALL THAT TRACT OR PARCEL OF situate in the Town of Canandaigua, County of Ontario and State of New York, more particularly described on the attached Schedule "A".

Property Address: Pierce Brook Trail
Canandaigua, NY 14424
Tax Account No.: Part of 97.07-1-200.000

Retaining and holding the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions.

Dated the 1 day of August, 2023

In presence of

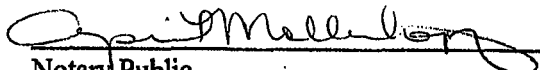
FIVE STAR BANK

By: 

COUNTY OF MONROE) ss:

On the 1st day of August, 2023, before me, the undersigned, a notary public in and for said State, personally appeared Sandra E. Coon, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals 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 on behalf of which the individual acted, executed the instrument.

APRIL MOLLENKOFF
Notary Public, State of New York
Seneca County No. 01MO 6018166
Commission Expires Jan. 4, 2027


Notary Public

6/1/2023

Pierce Brook Subdivision
Right-of-Way Legal Description

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 filed in the Ontario County Clerk's office at map number 38337-8, 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 March 10, 2022, and being more particularly bounded and described as follows:

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2. On a bearing of S12°13'41"E, a distance of 289.23 feet to a point of curvature; thence
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6. Along a radial line on a bearing of S36°43'14"W, a distance of 60.00 feet to a point on a curve; thence
7. Along a curve to the right having a radius of 280.00 feet, through an included angle of 79°30'03", a distance of 388.51 feet, to a point of tangency; thence
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11. Along a curve to the left having a radius of 35.00 feet, through an included angle of 88°49'05", a distance of 54.26 feet, to a tangent point on the aforementioned southerly Right-of-Way of Bristol Rd (NYS Route 21); thence
12. Along said Right-of-Way a curve to the left having a radius of 1465.41 feet, through an included angle of 04°58'02", a distance of 127.04 feet, to the point or place of beginning.

Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Pierce Brook Trail

RELEASE

to the Town of Canandaigua

by S & J Morrell, Inc.

in the Pierce Brook Subdivision, Section 1

IN CONSIDERATION of the acceptance by the Town of Canandaigua of the dedication of the premises in the above-captioned matter, the undersigned, S & J Morell, Inc. , having an office 1501 Pittsford Victor Road, Victor, New York 14534 ("Developer"), consents to the laying out of these highways and releases said Town of Canandaigua, its Town Superintendent of Highways, the County of Ontario, all State and Federal Agents and/or other officials, together with the workmen and employees thereof from any and all damages arising by reason of the work performed by or at the direction of the Developer or its agents in the construction, reconstruction, laying out and improvements of said premises as public highways.

S & J Morrell, Inc.

By: 

Scott Morrell, President

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

On the 31 day of July in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

LISA M JAVIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6406514
Qualified in Ontario County
My Commission Expires: 3/30/2024

Pierce Brook Subdivision
Right-of-Way Legal Description

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 filed in the Ontario County Clerk's office at map number 38337-B, 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 March 10, 2022, and being more particularly bounded and described as follows:

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Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Pierce Brook Trail

to the Town of Canandaigua

by S & J MORRELL, INC.

in the Pierce Brook Subdivision, Section 1

WARRANTY DEED

DEDICATION
APPLICATION

RELEASE OF
DAMAGES

THIS INDENTURE, made this 31 day of JULY, 2023, between S & J Morrell, Inc. having an office 1501 Pittsford Victor Road, Victor, New York 14564 hereinafter referred to as "Grantor," and the Town of Canandaigua, a municipal corporation having its principal place of business at 5440 Routes 5 & 20; Canandaigua, NY 14424, hereinafter referred to as "Grantee."

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, the Grantor has signed these presents this,
31 day of July 2023.

S & J Morrell, Inc.

By: 
Scott Morrell, President

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

On the 31 day of July in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

LISA M JAVIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6406514
Qualified in Ontario County
My Commission Expires: 3/30/2024

Subdivision "A"

6/1/2023

Pierce Brook Subdivision
Right-of-Way Legal Description

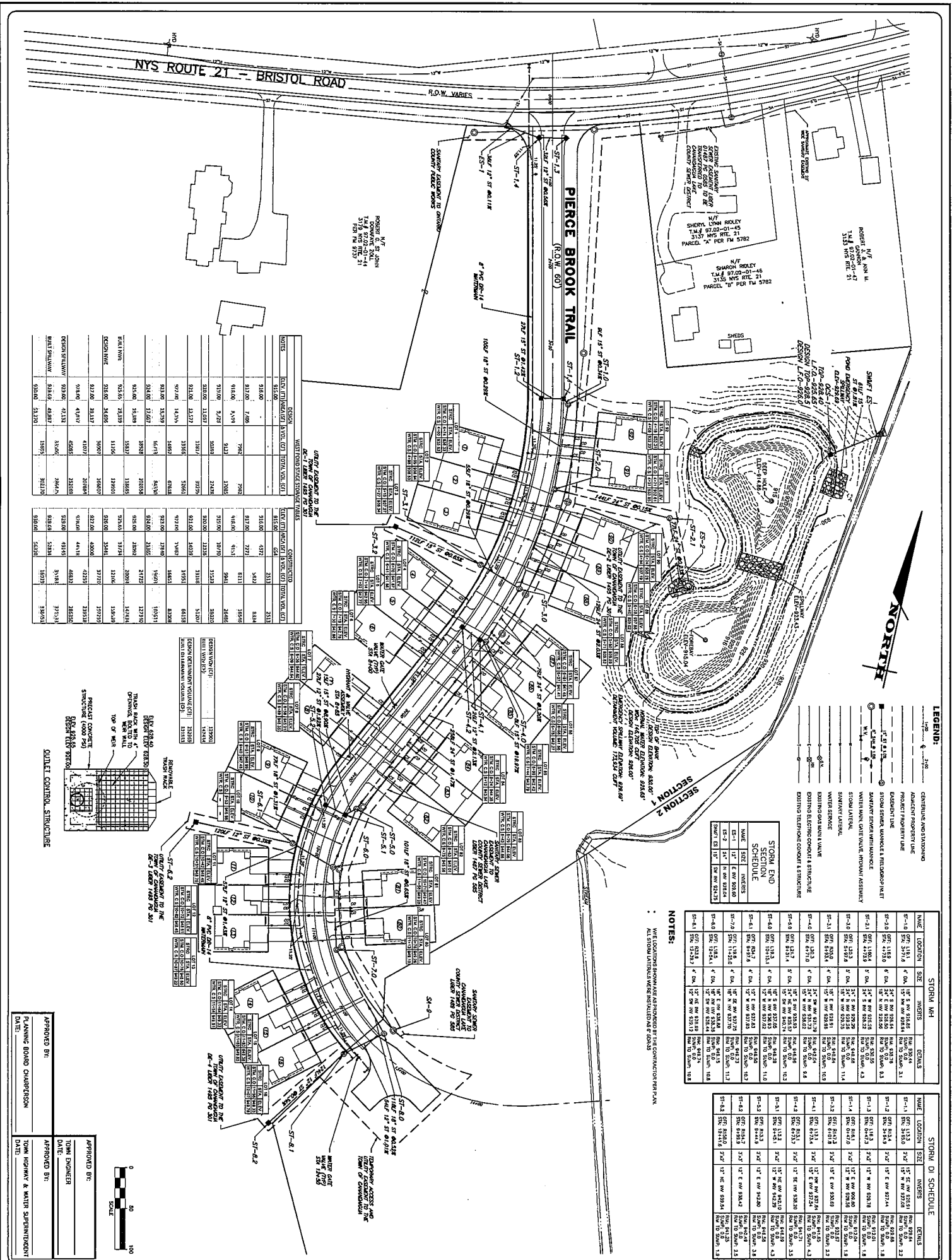
ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 36, Township 9, Range 3 of The Phelps & Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing filed in the Ontario County Clerk's office at map number 38337-B, entitled "Final Section 1 Plans 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 March 10, 2022, and being more particularly bounded and described as follows:

Commencing at a point on the southerly Right-of-Way of Bristol Road (NYS Route 21), said point also being the northwest corner of lands of Ridley (Tax Account #97.02-01-45); thence westerly along said Right-of-Way, on a curve to the right having a radius of 1465.41, through an included angle of $01^{\circ}39'59''$, a distance of 42.62 to the point or place of beginning; thence

1. Along a tangent curve to the left having a radius of 35.00 feet, through an included angle of $86^{\circ}12'14''$, a distance of 52.66 feet to a point of tangency; thence
2. On a bearing of $S12^{\circ}13'41''E$, a distance of 289.23 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 530.00 feet, through an included angle of $38^{\circ}26'58''$, a distance of 355.67 feet to a point of tangency; thence
4. On a bearing of $S26^{\circ}13'17''W$, a distance of 202.82 feet to a point of curvature; thence
5. Along a curve to the left having a radius of 220.00 feet, through an included angle of $79^{\circ}30'03''$, a distance of 305.26 feet, to a point; thence
6. Along a radial line on a bearing of $S36^{\circ}43'14''W$, a distance of 60.00 feet to a point on a curve; thence
7. Along a curve to the right having a radius of 280.00 feet, through an included angle of $79^{\circ}30'03''$, a distance of 388.51 feet, to a point of tangency; thence
8. On a bearing of $N26^{\circ}13'17''E$, a distance of 202.82 feet to a point of curvature; thence
9. Along a curve to the left having a radius of 470.00 feet, through an included angle of $38^{\circ}26'58''$, a distance of 315.40 feet, to a point of tangency; thence
10. On a bearing of $N12^{\circ}13'41''W$, a distance of 286.25 feet to a point of curvature; thence
11. Along a curve to the left having a radius of 35.00 feet, through an included angle of $88^{\circ}49'05''$, a distance of 54.26 feet, to a tangent point on the aforementioned southerly Right-of-Way of Bristol Rd (NYS Route 21); thence
12. Along said Right-of-Way a curve to the left having a radius of 1465.41 feet, through an included angle of $04^{\circ}58'02''$, a distance of 127.04 feet, to the point or place of beginning.

Intending to describe the Right-of-Way of Pierce Brook Trail Section 1 to be dedicated to the Town of Canandaigua, containing 1.673 acres, more or less.

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



FINAL SECTION 1 RECORD 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

TOWN OF CANANDAIGUA

ONTARIO COUNTY

STATE OF NEW YORK

MARATHON

ENGINEERS

33 CASCADORE DRIVE

ROCHESTER, NY 14614

PHONE: 716.442.1100

WWW.MARATHONENG.COM

STATE OF NEW YORK

ROBERT P. BRINKLEY

PROFESSIONAL ENGINEER

NO. 10855

JOB NO. 1022-19

SCALE 1"=50'

DATE DESIGNED 06/24/23

DATE BY REVISION

DATE BY REVISION

DATE BY REVISION

UTILITY RECORD

PLAN

3.1

APPROVED BY: TOWN ENGINEER

APPROVED BY: TOWN HIGHWAY & WATER SUPERINTENDENT

ATTACHMENT 11



CANANDAIGUA TOWN CLERK

JUL 31 2023

RECEIVED

HARCO
NATIONAL INSURANCE COMPANY

MAINTENANCE BOND

BOND NO. 771954

KNOW ALL MEN BY THESE PRESENTS: THAT WE, S & J Morrell, Inc.

1501 State Route 96, Suite 100, Victor, NY 14564

as Principal, and

Harco National Insurance Company, Illinois Corporation of

702 Oberlin Road, Raleigh, NC 27605

licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
The Town of Canandaigua of 5440 Routes 5 & 20, West Canandaigua, NY 14424

as Obligee, in the full and just sum of Sixteen Thousand Three Hundred and Sixty-Eight Dollars and Ninety Cents.

(\$ 16,368.90)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 24th day of July, 20 2023

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for** Lakewood Meadows Subdivision Section 9D, Watermain, Storm Sewer and Roadway

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of July 24th, 2023 thru July 24th, 2025 because of defective workmanship in connection with said
contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness

Witness

S & J Morrell, Inc.

Principal

Harco National Insurance Company

Kelly M. Shea Attorney-in-Fact

POWER OF ATTORNEY

Bond # 771954

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KELLY M. SHEA, CHRISTOPHER K. SHEA

Rochester, NY

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 24, 2023

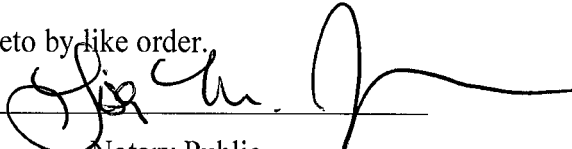
Irene Martins, Assistant Secretary

CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF Monroe

On this 28th day of July in the year 2023, before me personally came Scott Morrell to me known, who, being by me duly sworn, did depose and say he resides in Pittsford, NY; that he is the Principal of S & J Morrell, Inc. the corporation described in and which executed the foregoing instrument; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.



Notary Public

SURETY ACKNOWLEDGMENT

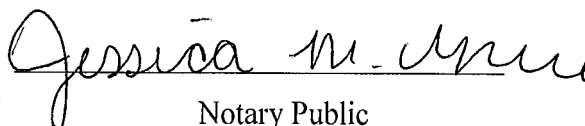
STATE OF NEW YORK

COUNTY OF MONROE

On this 24th day of July in the year 2023 before me personally came Kelly M. Shea to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the Attorney-In-Fact of Harco National Insurance Company the corporation described in and which executed the foregoing instrument; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

LISA M JAVIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6406514
Qualified in Ontario County
My Commission Expires: 3/30/2024

Jessica M. Greene
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6412198
Qualified in Monroe County
Commission Expires December 21, 2024



Notary Public

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2021

ASSETS

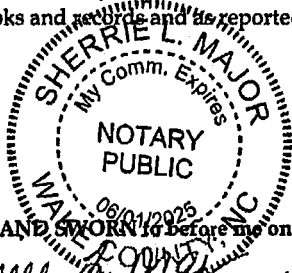
Bonds (Amortized Value)	\$100,809,150
Stocks (Preferred Stocks)	3,288,549
Stocks (Common Stocks)	977,360,294
Cash, Bank Deposits & Short-Term Investments	8,611,716
Other Invested Assets	13,792,087
Unpaid Premiums & Assumed Balances	196,802,974
Deferred Premiums, Agents Balances & Installments booked	25,388,146
Reinsurance Recoverable from Reinsurers	127,841,052
Reinsurance - Funds Held by or deposited with reinsured companies ..	9,764,844
Current Federal & Foreign Income Tax Recoverable & Interest	5,069,944
Investment Income Due and Accrued	1,173,316
Receivables from Parent Subsidiaries & Affiliates	37,141,072
Other Assets	2,083,332
TOTAL ASSETS	<u>\$1,509,126,476</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$168,402,218
Reinsurance payable on paid losses & loss adjustment expense	58,230,118
Loss Adjustment Expenses	36,850,254
Commissions Payable, Contingent Commissions & Other Similar Charges ..	9,377,487
Other Expenses (Excluding Taxes, Licenses and Fees)	272,105
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,494,219
Current federal and foreign income taxes	0
Net Deferred Tax Liability	14,725,512
Unearned Premiums	136,924,064
Advance Premium	412,869
Ceded Reinsurance Premiums Payable	128,084,312
Funds held by Company under reinsurance treaties	12,636,800
Amounts Withheld by Company for Account of Others	67,554,925
Payable to Parent Subsidiaries & Affiliates	562,736
Other Liabilities	760,206
TOTAL LIABILITIES	<u>\$636,287,825</u>

Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	198,556,813
Surplus as Regards Policyholders	\$872,838,651
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,509,126,476</u>

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2021, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2022.
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 15th day of March, 2022.

Meellee M. Mruk
NOTARY PUBLIC, STATE OF North Carolina



www.mrbgroup.com

Engineering, Architecture & Surveying, D.P.C.

July 18, 2023

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

**RE: LAKEWOOD MEADOWS SUBDIVISION SECTION 9D
MAINTENANCE BOND - REVIEW
TAX MAP NO. 112.19-1-500.100
CPN No. 19-037
MRB PROJECT No.: 0300.12001.000 PHASE 165**

Dear Mrs. Chrisman,

It is our understanding that the applicant is in the process of dedicating the watermain, storm sewer system, and the roadway for the Lakewood Meadows Section 9D. Prior to dedication and closing out the Letter of Credit associated with this project, a 2-year maintenance bond is required to be provided to the Town.

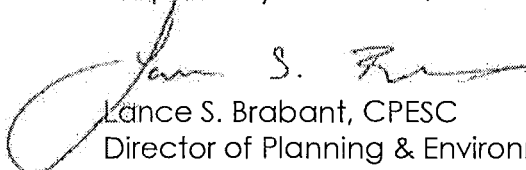
As requested, MRB has completed a review of the approved Letter of Credit Estimate to determine the appropriate maintenance bond amount to be provided. These items were taken from the approved Letter of Credit Estimate for the project; the required maintenance bond amount immediately follows;

	<u>Total Construction Cost</u>	<u>10% Maintenance Bond Amount</u>
Watermain	\$54,110.00	\$5,411.00
Storm Sewer	\$28,370.00	\$2,837.00
Roadway	\$81,209.00	\$8,120.90
	\$163,689.00	\$16,368.90

Therefore, a Maintenance Bond in the amount of **\$16,368.90** is recommended to be provided to and accepted by the Town of Canandaigua Town Board prior to dedication and prior to the closing out of the Letter of Credit. The maintenance bond for the items described above is to remain on file for a period of two (2) years from the time it is accepted by the Town of Canandaigua Town Board.

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

Respectfully submitted,

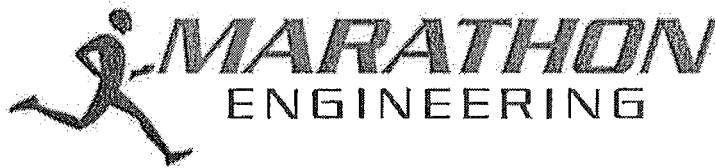


Lance S. Brabant, CPESC
Director of Planning & Environmental Services

Enclosures:

- LOC Estimate – dated August 7, 2020

C Doug Finch, Town Manager
 Kate Silverstrim-Jensen, Town Bookkeeper
 Jim Fletcher, Highway and Water Superintendent
 Sarah Reynolds, Planner
 Mike Murphy, Code Enforcement Officer
 Scott Morrell, S&J Morrell, Inc



39 Cascade Drive / Rochester, NY 14614 / Phone (585) 458-7770

Date: August 7, 2020

Letter of Credit Estimate

Project: Lakewood Meadows Section 9D

Prepared For: Morrell Builders

Prepared By: Marathon Engineering

Summary of Costs

This Letter of Credit Estimate represents the probable construction costs in 2020 dollars to complete the site improvements as shown on the site plans entitled "Revised Preliminary/Final Plans - Section D for Lakewood Meadows Subdivision" dated: 05/17/19 prepared by Marathon Engineering.

Section #	Description	Cost (\$)
1	EARTHWORK	87,875.00
2	EROSION CONTROL	73,048.00
3	WATER SYSTEM	54,110.00
4	STORM SEWER SYSTEM	28,370.00
5	PAVEMENT	81,209.00
6	LANDSCAPING	19,300.00
7	MISCELLANEOUS	14,350.00
Construction Cost:		\$ 358,262
10% Contingency:		\$ 35,826
6% Municipal Observation:		\$ 21,496
Overall Total:		\$ 415,584



SECTION 1: EARTHWORK

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
1.1	Clearing and grubbing	1	LS	10,000.00	10,000.00
1.2	Cuts and fills	11,250	CY	3.50	39,375.00
1.3	Topsoil striping to stockpile	3,000	CY	3.50	10,500.00
1.4	Topsoil excess to fill	5,000	CY	3.50	17,500.00
1.5	Place topsoil	3,000	CY	3.50	10,500.00
Total Earthwork:					\$ 87,875.00

SECTION 2: EROSION CONTROL

Item No.	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
2.1	Stabilized Construction Entrance	1	EA	2,000.00	2,000.00
2.2	Concrete Washout Area	1	EA	2,000.00	2,000.00
2.3	Silt Fence	2,124	LF	4.00	8,496.00
2.4	Silt Fence/Silt Sock at back of gutter as needed	842	LF	4.00	3,368.00
2.5	Stone Check Dams	30	EA	250.00	7,500.00
2.6	Temporary Sediment Trap (includes excavation, maintenance and restoration)	468	CY	4.25	1,989.00
2.7	Paved Inlet Protection	6	EA	175.00	1,050.00
2.8	Straw Matting	28,310	SF	1.50	42,465.00
2.9	Medium Stone Protection Including Fabric	55	CY	76.00	4,180.00
Total Erosion Control:					\$ 73,048.00



SECTION 3: WATER SYSTEM

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
3.1	Remove Plug And Connect To Existing Tee	2	EA	500.00	1,000.00
3.2	Plug Existing Blowoff	2	EA	300.00	600.00
3.3	Verify Existing Watermain is 10' From ST-23.1 If Less Than 10' provide 20' Long HDPE Casing Over The Watermain Centered on the Drainage Inlet.	1	LS	200.00	200.00
3.4	8" PVC DR-14 Watermain, Complete	790	LF	35.00	27,650.00
3.5	1" Plastic Water Services Including Curb Stop, and 10ft whip for RGE, complete	830	LF	17.00	14,110.00
3.6	8" Gate Valve And Box, Complete	2	EA	1,750.00	3,500.00
3.7	Hydrant And Guard Valve Assembly, Complete	1	EA	5,550.00	5,550.00
3.8	Testing	1	LS	1,500.00	1,500.00
				Total Water:	\$ 54,110.00

SECTION 4: STORM SEWER SYSTEM

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
4.1	12" PE Storm Sewer, Inc. Excavation, Bedding And Backfill, Complete.	515	LF	27.00	13,905.00
4.2	18" PE Storm Sewer, Inc. Excavation, Bedding And Backfill, Complete.	13	LF	30.00	390.00
4.3	12" End Section, Complete	7	EA	200.00	1,400.00
4.4	18" End Section, Complete	1	EA	275.00	275.00
4.5	24" X 24" Drop Inlet, complete	6	EA	1,900.00	11,400.00
4.6	Core And Connect To Existing Drop Inlet And Grout Around Pipe, complete	2	EA	500.00	1,000.00
				Total Storm:	\$ 28,370.00



SECTION 5: PAVEMENT

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
5.1	30" Wide Concrete Gutter, Complete	1,078	LF	12.00	12,936.00
5.2	Roadbox Including Excavation, Shaping, Rolling And Proof Rolling	897	CY	4.00	3,588.00
5.3	Tensar Triax 160	1,500	SY	4.75	7,125.00
5.4	(2) 6" Lifts Type 2 Crusher Run Stone (NYSDOT Gradation Table 733-04)	502	CY	35.00	17,570.00
5.5	3" Lift Fine Crusher Run Stone (NYSDOT Spec. 304.02 Type 1)	120	CY	23.00	2,760.00
5.6	3" Type 3 Binder (NYSDOT Item No. 403.138902)	258	TN	100.00	25,800.00
5.7	1 1/2" Type 7F Top (NYSDOT Item No. 403.198902)	127	TN	90.00	11,430.00
				Total Pavement:	\$ 81,209.00

SECTION 6: LANDSCAPING

Item No	Botanical Name/Common Name	Qty	Unit	Unit Cost (\$)	Amount (\$)
6.1	Acer Rubrum 'Red Sunset'/Red Sunset Maple	6	EA	350.00	2,100.00
6.2	Acer Saccharum/Sugar Maple	5	EA	350.00	1,750.00
6.3	Quercus Rubra/Northern Red Oak	4	EA	350.00	1,400.00
6.4	Grass Trail including Any Modifications To Trail As Required, Complete	740	LF	5.00	3,700.00
6.5	Temporary Seeding	2.4	AC	1,500.00	3,600.00
6.6	Permanent Seeding	4.5	AC	1,500.00	6,750.00
				Total Landscaping:	\$ 19,300.00



SECTION 7: MISCELLANEOUS

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
7.1	ROW Monuments	4	EA	500.00	2,000.00
7.2	Stop Sign	1	EA	350.00	350.00
7.3	Light Poles at Intersections	2	EA	3,000.00	6,000.00
7.4	Record Mapping (ROW Monuments)	1	LS	3,000.00	3,000.00
7.5	Record Mapping (Utilities)	1	LS	3,000.00	3,000.00
Total Miscellaneous:				\$	14,350.00

ATTACHMENT 12

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Arbour Hill Drive

BILL
OF
SALE

to the Town of Canandaigua

by S & J Morrell, Inc.

in the Lakewood Meadows Subdivision, Section 9D

KNOW ALL MEN BY THESE PRESENTS,

THAT S & J Morrell, Inc., having an office at 1501 Pittsford Victor Road, Victor, New York 14564, party of the first part, for and in consideration of sum of ONE DOLLARS (\$1.00), lawful money of the United States to it in hand paid, at or before the unsealing and delivery of these presents by the TOWN OF CANANDAIGUA, 5440 Routes 5 & 20; Canandaigua, NY 14424 1000, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said party of the second part, its successors and assigns thereof:

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

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

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its CORPORATE OFFICERS and caused its CORPORATE SEAL to be hereto affixed, this 2 day of March, 2023.

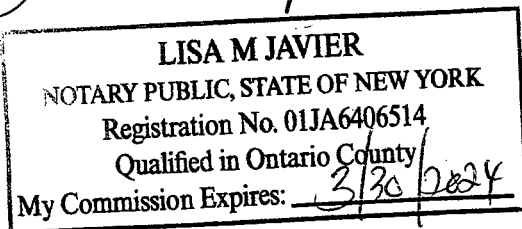
S & J Morrell, Inc.

By: [Signature]
Scott Morrell, President

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

On the 2 day of March in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public




Description of
Lakewood Meadows, Section 9D
60 Foot Right of Way of
Proposed Arbour Hill Drive to be Dedicated to the Town of Canandaigua

ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, drawing numbers SV1.0 & SV1.1, and last revised January 2, 2020 and being more particularly bounded and described as follows:

Commencing at a point on the northerly Right-of-Way of St. James Parkway, said point being the common corner of HOA AREA D, and lands with Tax Account No. 112.19-1-500.31; thence along said Right-of-Way, a curve to the right having a radius of 605.00 feet and a distance of 154.96 feet to a point; thence continuing along said Right-of-Way a bearing of S 58° 16' 11" E, a distance of 11.79 feet to the beginning of a curve; thence continuing along said Right-of-Way on a curve to the left having a radius of 35.00 feet a distance of 34.89 feet to the point or place of beginning; thence

1. Along a curve to the left through an included angle of 33° 09' 21", having a radius of 35.00 feet, and a distance of 20.25 feet to the beginning of a compound curve; thence
2. Along a curve to the left through an included angle of 12° 29' 17", having a radius of 820.00 feet, and a distance of 178.72 feet to the beginning of a compound curve; thence
3. Along a curve to the left through an included angle of 58° 13' 09", having a radius of 30.00 feet, and a distance of 30.48 feet to the beginning of a compound curve; thence
4. Along a curve to the right through an included angle of 290° 11' 50", having a radius of 75.00 feet, and a distance of 379.87 feet to the beginning of a compound curve; thence
5. Along a curve to the left through an included angle of 52° 23' 24", having a radius of 30.00 feet, and a distance of 27.43 feet to the beginning of a compound curve; thence
6. Along a curve to the right through an included angle of 12° 56' 21", having a radius of 880.00 feet, and a distance of 198.73 feet to the beginning of a compound curve; thence
7. Along a curve to the left through an included angle of 32° 38' 25", having a radius of 35.00 feet, and a distance of 19.94 feet to a point on the northerly Right-of-Way of St. James Parkway; thence
8. Along said Right-of-Way, a bearing of N 58° 16' 11" W, a distance of 71.21 feet to the point or place of beginning.

Intending to describe a 60' Right-of-Way for Arbour Hill Drive, to be dedicated to the Town of Canandaigua.

 First American Title™	Certificate of Title
Certificate	ISSUED BY First American Title Insurance Company FILE NUMBER AAC-17041-NY-TP

First American Title Insurance Company ("the Company") certifies to the "proposed insured(s)" listed herein that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.
THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Issued Through the Office of:

ABAR Abstract Corp.
65 West Broad Street Suite 101
Rochester, NY 14614
Phone: 585-241-3373 Fax: 585-363-7377

Title Dept.

(This Certificate is valid only when Schedules A and B are attached) This Jacket was created electronically and constitutes an original document.

CLOSING REQUIREMENTS

1. **CLOSING DATE:** In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
2. **PROOF OF IDENTITY:** Identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
3. **POWER OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. **THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.** The Power must be in recordable form.
4. **CLOSING INSTRUMENTS:** If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
5. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
6. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps are on file.
7. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

MISCELLANEOUS PROVISIONS

1. This certificate is intended for lawyers only. Your lawyers should be consulted before taking any action based upon the contents hereof.
2. The Company's closer may not act as legal advisor for any of the parties or draw legal instruments for them. The closer is permitted to be assistance only to an attorney.
3. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, moldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
4. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
5. This company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
6. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
7. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.

****NOTICE****

First American will collect fees to enable the recording of documents for this transaction. If it is thereafter determined that a Lender paid all or a portion of those recording fees, First American will promptly refund the amount paid by the Lender to the party from whom it was collected.



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



First American Title™

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

SCHEDULE A

Date Sent: March 15, 2023

Title No.: AAC-17041-NY-TP
Effective Date: January 16, 2023
Redated: _____

Proposed Insured:

Borrower/Purchaser: Town of Canandaigua
Mortgagee:

Amount of Insurance:

(a) ALTA OWNER'S POLICY (2006)

(b) ALTA LOAN POLICY (2006)

The Estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, Description (subject to the liens, encumbrances and other matters, if any, set forth in this certificate) may be conveyed and/or mortgaged by:

TITLE VESTED IN:

Vested to: S&J Morrell Inc

by virtue of a Warranty Deed from Edmund Viele to S&J Morrell Inc recorded 1/5/2004 in Liber 1111 of deeds, page 244 in the Ontario County Clerk's Office

also by virtue of a Warranty Deed from K&P Associates Ltd to S&J Morrell Inc recorded 7/27/2015 in Liber 1343 of deeds, page 263 in the Ontario County Clerk's Office

Premises described herein are known as:

Premises: 0 Lakewood Meadows Sub 9d, , NY

County: Ontario Municipality: Sec: 112.019 Block: 1 Lot: 500.120

Any questions regarding this report, please contact:

ABAR Abstract Corp.
65 West Broad Street
Suite 101
Rochester, NY 14614
Phone: 585-241-3373
Email: title@abarabstract.com
NYS TITLE LICENSE NO.: 1369670

SCHEDULE A – LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Phelps Gorham Purchase township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, drawing numbers SV1.0 and SV1.1, and last revised January 2, 2020 and being more particularly bounded and described as follows:

Commencing at a point on the northerly right of way of St. James Parkway, said point being the common corner of HOA Area D, and lands with Tax Account No. 112.19-1-500.31; thence along said Right of Way, a curve to the right having a radius of 605.00 feet and a distance of 154.96 feet to a point; thence continuing along said Right of Way a bearing of S 58 degrees 16' 11" E, a distance of 11.79 feet to the beginning of a curve; thence continuing along said Right of Way on a curve to the left having a radius of 35.00 feet a distance of 34.89 feet to the point or place of beginning; thence

1. Along a curve to the left through an included angle of 33 degrees 09' 21" having a radius of 35.00 feet, and a distance of 20.25 feet to the beginning of a compound curve; thence
2. Along a curve to the left through an included angle of 12 degrees 29' 17", having a radius of 820.00 feet, a distance of 178.72 feet to the beginning of a compound curve; thence
3. Along a curve to the left through an included angle of 58 degrees 13' 09", having a radius of 30.00 feet, and a distance of 30.48 feet to the beginning of a compound curve; thence
4. Along a curve to the right through an included angle of 290 degrees 11' 50", having a radius of 75.00 feet, and a distance of 379.87 feet to the beginning of a compound curve; thence
5. Along a curve to the left through an included angle of 52 degrees 23' 24", having a radius of 30.00 feet, and a distance of 27.43 feet to the beginning of a compound curve; thence
6. Along a curve to the right through an included angle of 12 degrees 56' 21", having a radius of 880.00 feet, and a distance of 198.73 feet to the beginning of a compound curve; thence
7. Along a curve to the left through an included angle of 32 degrees 38' 25", having a radius of 35.00 feet, and a distance of 19.94 feet to a point on the northerly right of way of St James Parkway; thence
8. Along said right of way, a bearing of N 58 degrees 16' 11" W, a distance of 71.21 feet to the point or place of beginning.

Intending to describe a 60' Right of Way for Arbour Hill Drive, to be dedicated to the Town of Canandaigua

Premises: 0 Lakewood Meadows Sub 9d, , NY
Sec: 112.019 Blk: 1 Lot: 500.120

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which bylaw constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

Title No: AAC-17041-NY-TP

SCHEDULE "B-I" Continued

The Policy will not insure against loss or damage (and Company will not pay cost, attorneys' fees or expenses), which arise by reason of the following requirements and/or exceptions unless they are disposed of to our satisfaction prior to the closing or delivery of the policy.

1. Rights of tenants or persons in possession, if any.
2. Returns, if any, of title search continuation since effective date herein to the date of closing.
3. Note: If a document is to be executed pursuant to a Power of Attorney, a copy of said Power of Attorney should be provided for review prior to closing.
4. There is/are ONE (1) open mortgage(s) of record. (See Mortgage set outs)

NOTE: If any Mortgages set out are credit line mortgages, then proof must be obtained that the loan has been paid in full and the account blocked.

5. Notice of Availability of Owner's Title Insurance must be signed at closing.
6. Any State of facts that may be disclosed by any municipal or departmental searches. Said searches together with zoning issues are not covered under any title insurance policy issued.
7. Proof is required that this transaction is exempt from the Home Equity Theft Prevention Act pursuant to Real Property Law 265-A. Attached Affidavit is to be signed at closing.
8. Proof by affidavit required that the seller/mortgagor in the transaction being insured is not a party to any matrimonial action brought under Domestic Relations Law Section 236.
9. This office must be notified immediately if this is a Short Sale as further conditions will be required prior to closing.
10. Insurance Law Section 6409 Subsection C requires that title companies offer, at or prior to closing, an optional policy to cover the homeowner for the FUTURE market value of the house. You may, therefore elect to obtain protection in excess of your purchase price. If you do not wish this additional statutory coverage, you MUST WAIVE by Signing the form attached to this report.
11. Note: County Clerks requires that each Form RP-5217, the Real Property Transfer Report, be printed as a 8 1/2" X 14" legal size document. In addition, no handwritten information is accepted and bar coded Form RP-5217-PDF will only be accepted by the County Clerk, in counties in which the RP-5217-PDF is accepted, when the form has been completed online at http://www.tax.ny.gov/pdf/current_forms/orpts/rp5217.pdf . Compliance with these requirements is necessary to record the deed being insured. For a list of counties accepting Form RP-5217-PDF go to <http://www.tax.ny.gov/research/property/assess/rp5217/index.htm>.
12. Taxes, tax liens, tax sales, water rates, sewer rents and assessments regarding subject premises.

a) 2023 Town/County Tax: \$5.01 - proof of payment

b) 2022 - 2023 - School Tax: \$4.04 - proof of payment

c) If property is located within a City or Village, then the applicable municipal tax search is required for closing.

d) Unpaid Sewer and Water charges, if any.

e) Future installments of special assessments for improvements, if any.

f) New York Real Property Tax Law Section 302 and 520 may affect the real estate tax liability if the Premises described in Schedule A have a tax exemption.

NOTE: If tax amounts are provided as part of this report, updated figures must be obtained prior to closing to insure payment of the proper amounts including any interest or penalties.

PROOF OF PAYMENT AND SATISFACTION OF ANY AND ALL TAXES, PILOT PAYMENTS, AND OTHER MUNICIPAL CHARGES AFFECTING THE PREMISES AS WELL AS SATISFACTION OF ANY AND ALL TAX LIENS OF RECORD.

13. FOR INFORMATION ONLY: Judgment & Lien and Bankruptcy searches vs Town of Canandaigua are included as part of the searchwork provided to complete this exam and any results found to be affecting title (if any) are set out herein.
14. Patriot searches have been made vs. the name(s) of Town of Canandaigua and the following returns have been found: Nothing Found
15. **All amendment and run down requests, etc. must be sent to title@abarabstract.com.**
16. Proof of payment of any Franchise taxes due for S & J Morrell Inc through closing
17. Resolution of shareholders of S & J Morrell Inc authorizing the proposed conveyance
18. Proof Town Board of Canandaigua approved road dedication to town
19. Proof there are no outstanding HOA fees due for subject premises for Lakewood Meadows HOA or St James Townhomes Association Inc
20. Mortgage made by S & J Morrell Inc to Five Star Bank in the amount of \$1,024,354.00 recorded on 2/1/2017 in Liber 2743 of mortgages, page 512

Negative Pledge agreement recorded 4/14/2011 in Liber 2254 of mortgages, page 508 and Negative pledge and spreader agreement recorded 8/13/2015 in liber 2635 of mortgages, page 763.

Title No: AAC-17041-NY-TP

SCHEDULE B-II - Exceptions Continued

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any rights, interest or claims of parties in possession of the land not shown by the public records.
2. No title insured to any lands, lying with the bounds of any street or highway.
3. Exact acreage is not insured herein.
4. **Policy will affirmatively insure that the exercise of any rights under any easements and/or agreements set out herein will not interfere with the use and occupancy of the structures as they presently exist on the premises. (For Loan Policies Only)**
5. **Policy will affirmatively insure that neither any misplacements set forth in the survey reading herein (if any), nor any future corrections thereof, will interfere with the use of any current improvements on the insured premises nor with the use of the balance of the insured premises not occupied by the current improvements. (For Loan Policies Only)**
6. Filed map made by Marathon Engineering no. 0551-19, filed in Ontario County Clerk's office on 9/25/2020 shows subject premises as vacant land

Any state of facts an updated survey would reveal

7. Easements and notes as set forth on filed Map No. 37218-A and 37218-B
8. Easement to Canandaigua Lake Country Sewer District recorded 9/12/2011 in liber 1266 of deeds, page 696 and on 8/29/2022 in liber 1503 of deeds, page 506
9. Easement as set forth in liber 1121 of deeds, page 339 recorded 6/22/2004 and in liber 1138 of deeds, page 4 recorded 3/31/2005. As further assigned
10. Filed orders to Lakewood Meadows Drainage District recorded 9/7/2004 in liber 1126 of deeds, page 774 as modified and extended
11. Easement to Town of Canandaigua as set forth in liber 1129 of deeds, page 242 recorded 10/21/2004
Easement to Town of Canandaigua as set forth in liber 1141 of deeds, page 123 recorded 5/23/2005
Easement to Town of Canandaigua as set forth in liber 1141 of deeds, page 128 recorded 5/23/2005
Easement to Town of Canandaigua as set forth in liber 1141 of deeds, page 136 recorded 5/23/2005
Easement to Town of Canandaigua as set forth in liber 1452 of deeds, page 309 recorded 6/23/2020
Easement to Town of Canandaigua as set forth in liber 1266 of deeds, page 701 recorded 9/12/2011
12. Easement to Rochester Gas and Electric Corp, New York State Electric and Gas Corp and Spectrum Northeast LLC recorded 1/14/2021 in Liber 1465 of deeds, page 156
13. Declaration of covenants, conditions, restrictions and easements recorded 4/26/2005 in liber 1139 of deeds page 412 as amended and modified
Declaration of covenants, conditions, restrictions and easements recorded 9/21/2016 in liber 1370 of deeds, page 530 and recorded 10/30/2020 in liber 1460 of deeds, page 321, both as modified and amended

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Arbour Hill Drive

to the Town of Canandaigua

HOLD HARMLESS
AND
INDEMNITY
AGREEMENT

by S & J Morrell, Inc.

in the Lakewood Meadows Subdivision, Section 9D

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

S & J Morrell, Inc.

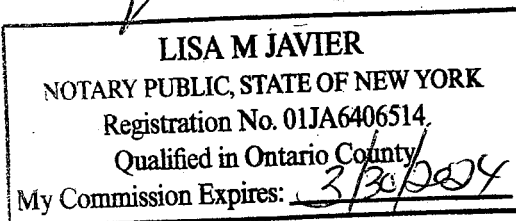
By: 

Scott Morrell, President

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

On the 2 day of March in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Arbour Hill Drive

to the Town of Canandaigua

OFFER OF
CESSION

by S & J Morrell, Inc.

in the Lakewood Meadows Subdivision, Section 9D

THIS IRREVOCABLE OFFER OF CESSION, made this 2 day of
March, 2023 is made by S & J Morrell, Inc., whose principal place
of business is located at 1501 Pittsford Victor Road, Victor, New York 14564
hereinafter referred to as "Developer" to the Town of Canandaigua, a municipal
corporation whose principal place of business is located at 5440 Routes 5 & 20,
Canandaigua, NY 14424, hereinafter referred to as "Canandaigua."

WHEREAS, Developer is the owner of certain lands located within the Town
of Canandaigua, County of Ontario, State of New York, more particularly
described in a deed recorded in the Ontario County Clerk's Office in Liber 1343
of Deeds at Page 263, as shown on the Subdivision Map made by Marathon
Engineering, and filed in the Ontario County Clerk's Office as Map No. 35224
entitled Section 9D of Lakewood Meadows Subdivision, dated January 2, 2020,
and being further bounded and described as follows: SEE SCHEDULE A
ATTACHED HERETO AND MADE A PART HEREIN.

WHEREAS, the Town of Canandaigua, as a condition for the dedication to
and acceptance of the roads, utilities, public improvements, and easements

required by the Town Highway and Water Superintendent and the Town Planning Board has required Developer to file with the Town a formal irrevocable offer of cession of the proposed subdivision roadways, utilities, public improvements, and easements.

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

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

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

S & J Morrell, Inc.

By: 
Scott Morrell, President

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

On the 2 day of March in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

LISA M JAVIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6406514,
Qualified in Ontario County
My Commission Expires: 3/30/2024

Description of
Lakewood Meadows, Section 9D
60 Foot Right of Way of
Proposed Arbour Hill Drive to be Dedicated to the Town of Canandaigua

ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, drawing numbers SV1.0 & SV1.1, and last revised January 2, 2020 and being more particularly bounded and described as follows:

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1. Along a curve to the left through an included angle of 33° 09' 21", having a radius of 35.00 feet, and a distance of 20.25 feet to the beginning of a compound curve; thence
2. Along a curve to the left through an included angle of 12° 29' 17", having a radius of 820.00 feet, and a distance of 178.72 feet to the beginning of a compound curve; thence
3. Along a curve to the left through an included angle of 58° 13' 09", having a radius of 30.00 feet, and a distance of 30.48 feet to the beginning of a compound curve; thence
4. Along a curve to the right through an included angle of 290° 11' 50", having a radius of 75.00 feet, and a distance of 379.87 feet to the beginning of a compound curve; thence
5. Along a curve to the left through an included angle of 52° 23' 24", having a radius of 30.00 feet, and a distance of 27.43 feet to the beginning of a compound curve; thence
6. Along a curve to the right through an included angle of 12° 56' 21", having a radius of 880.00 feet, and a distance of 198.73 feet to the beginning of a compound curve; thence
7. Along a curve to the left through an included angle of 32° 38' 25", having a radius of 35.00 feet, and a distance of 19.94 feet to a point on the northerly Right-of-Way of St. James Parkway; thence
8. Along said Right-of-Way, a bearing of N 58°16'11" W, a distance of 71.21 feet to the point or place of beginning.

Intending to describe a 60' Right-of-Way for Arbour Hill Drive, to be dedicated to the Town of Canandaigua.

RELEASE OF PART OF MORTGAGED PREMISES

Know all Men by these Presents, that in Consideration of the Sum of One Dollar, and other good and valuable consideration, FIVE STAR BANK, 55 N. Main Street, Warsaw, New York 14569 as holder of a Mortgage in the amount of \$1,024,354.00 made by S & J Morrell, Inc. to Five Star Bank dated January 30, 2017 and recorded in the Ontario County Clerk's Office on February 1, 2017 in Liber 2743 of Mortgages, page 512; Negative Pledge Agreement recorded in the Ontario County Clerk's Office on April 14, 2011 in Liber 2254, page 508; Negative Pledge Agreement recorded in the Ontario County Clerk's Office on August 13, 2015 in Liber 2635 of Mortgages, page 763 and Negative Pledge Spreader Agreement and recorded in the Ontario County Clerk's Office on February 1, 2017 in Liber 2743 of Mortgages, page 534.

DOES HEREBY RELEASE from the above-described mortgage, quit claim and convey to S & J Morrell, Inc., it successors and/or assigns, the part of the premises conveyed by the said mortgage referenced above and described as follows:

ALL THAT TRACT OR PARCEL OF situate in the Town of Canandaigua, County of Ontario and State of New York more particularly described on the attached Schedule "A".

Property Address: Arbour Hill Trail
 Canandaigua, New York 14424

Tax Account No.:

Retaining and holding the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions.

Dated the 6th day of March, 2023

In presence of

FIVE STAR BANK

By: [Signature]
Todd W. Andrews, Senior Vice-President

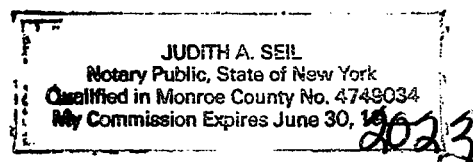
STATE OF NEW YORK)

COUNTY OF MONROE) ss:

On the 6th day of March 2023, before me, the undersigned, a notary public in and for said State, personally appeared Todd W. Andrews, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals 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 on behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

[054316-000306/5538577/1]



Description of
Lakewood Meadows, Section 9D
60 Foot Right of Way of
Proposed Arbour Hill Drive to be Dedicated to the Town of Canandaigua

ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, drawing numbers SV1.0 & SV1.1, and last revised January 2, 2020 and being more particularly bounded and described as follows:

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Intending to describe a 60' Right-of-Way for Arbour Hill Drive, to be dedicated to the Town of Canandaigua.

TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Arbour Hill Drive

RELEASE

to the Town of Canandaigua

by S & J Morrell, Inc.

in the Lakewood Meadows Subdivision, Section 9D

IN CONSIDERATION of the acceptance by the Town of Canandaigua of the dedication of the premises in the above-captioned matter, the undersigned, S & J Morell, Inc. , having an office 1501 Pittsford Victor Road, Victor, New York 14534 ("Developer"), consents to the laying out of these highways and releases said Town of Canandaigua, its Town Superintendent of Highways, the County of Ontario, all State and Federal Agents and/or other officials, together with the workmen and employees thereof from any and all damages arising by reason of the work performed by or at the direction of the Developer or its agents in the construction, reconstruction, laying out and improvements of said premises as public highways.

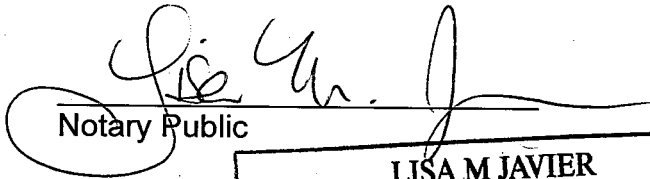
S & J Morrell, Inc.

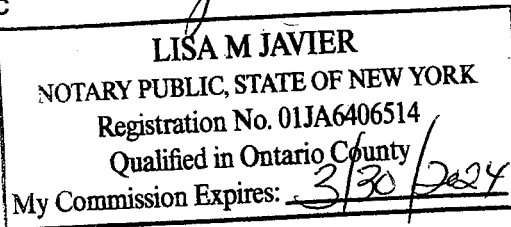
By: 

Scott Morrell, President

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

On the 2 day of March in the year 2023 before me, the undersigned a notary public in and for the State of New York, personally appeared Scott Morrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



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TOWN OF CANANDAIGUA
STATE OF NEW YORK COUNTY OF ONTARIO

In the Matter of the Dedication of

Arbour Hill Drive

to the Town of Canandaigua

by S & J MORRELL, INC.

in the Lakewood Meadows Subdivision, Section 9D

WARRANTY DEED

DEDICATION
APPLICATION

RELEASE OF
DAMAGES

THIS INDENTURE, made this 2 day of March, 2023, between S & J Morrell, Inc. having an office 1501 Pittsford Victor Road, Victor, New York 14564 hereinafter referred to as "Grantor," and the Town of Canandaigua, a municipal corporation having its principal place of business at 5440 Routes 5 & 20; Canandaigua, NY 14424, hereinafter referred to as "Grantee."

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

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

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

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

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

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

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


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

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

IN WITNESS WHEREOF, the Grantor has signed these presents this,
2nd day of March 2023.

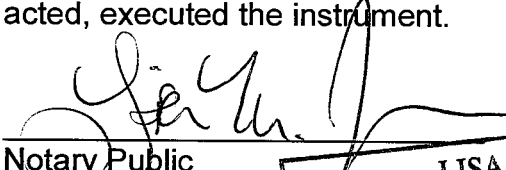
S & J Morrell, Inc.

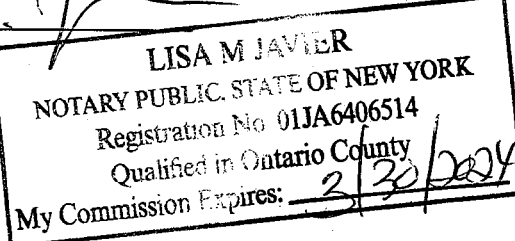
By:


Scott Morrell, President

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COUNTY OF MONROE }ss.:

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Notary Public



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60 Foot Right of Way of
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Intending to describe a 60' Right-of-Way for Arbour Hill Drive, to be dedicated to the Town of Canandaigua.

ATTACHMENT 13



Blair Supply Corp.

Water Works A Specialty

Sewer & Highway Department Supplies

785 Beahan Road
Rochester, NY 14624
585 436-9624
Fax: 436-1907

Southern Tier
Avoca, NY 14809
607 566-2214
Fax: 566-2441

Eastern NY Sales
Utica/Albany Region
800 515-6254

Northeast Branch
Watertown, NY 13601
315 788-4846
Fax: 782-7314

www.blairsupplyusa.com

QUOTATION

QUOTE NUMBER

83690

PAGE

1

TO: CANANDAIGUA TOWN OF
HIGHWAY DEPT
5440 RTE. 5 & 20 WEST
CANANDAIGUA, NY 14424
Fax: 585-394-3767

ATTN: James Fletcher
jfletcher@townofcanandaigua.org

DATE	PRICES EXPIRE	TERMS	FOB	PREPARED BY
08/02/23	08/15/23	NET 30 DAYS		MURPHY, KEVIN

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
	We are pleased to submit this quote for the following material:			
	1 ==>			
800	JM0135103	4 DR14 CL200 C900 PVC PIPE	7.85	6280.00
500	PDDR114000-4	4 DR11 HDPE PIPE DIPS	4.46	2230.00
			8510.00	
	2 ==>			
8	pd100510	4 MJ HDPE ADPT DIPS W/STIFFENER	55.00	440.00
8	PDMJK-4-ND	4 MJ C110 HDPE KIT F/C B&N	51.19	409.52
			849.52	
	3 ==>			
30	MUD9009	4 X 3/4CC BRONZE SADDLE #BRIS0474-075	95.05	2851.50
30	MUDB25008-3/4-N	3/4 BALL CORPO CC X COMP	67.49	2024.70
30	MUDB25209-3/4-N	3/4 BALL CURB STOP COMP	95.60	2868.00
30	MUD88055	SS CURB BOX ROD 29"	23.00	690.00
			QUOTATION TOTAL	



Blair Supply Corp.

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ATTN: James Fletcher
jfletcher@townofcanandaigua.org

DATE	PRICES EXPIRE	TERMS	FOB	PREPARED BY
08/02/23	08/15/23	NET 30 DAYS		MURPHY, KEVIN

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
30	MUDH10314-4	CURB BOX 2 HOLE LID 4' (3-4FT)	48.00	1440.00
			9874.20	
4	⇒			
6	MUCA2362-23-4	4 MJ RW GATE VALVE OL	820.00	4920.00
3	FRDFTSS-930X4	8 X 4 SS TAPPING SLEEVE	825.00	2475.00
3	MUCT2360-19-4	4 MJ RS TAPPING VALVE OL	1040.00	3120.00
			10515.00	
5	⇒			
4	TLR5-600-4	4 MJ 90 BEND DI SSB	103.00	412.00
8	TLR5-605-4	4 MJ 45 BEND DI SSB	85.00	680.00
100	EBAFLB	3/4 X 4 FLORO LUGGED B&N	5.52	552.00
100	tlrfcb-3/4x4	3/4 X 4 FLORO COAT T-HEAD B&N	5.28	528.00
20	FRDUFR1500C-4	4 MJ WEDGE ACTION RESTRAINT PVC	37.11	742.20
			QUOTATION TOTAL	



Blair Supply Corp.

Water Works A Specialty Sewer & Highway Department Supplies

785 Beahan Road
Rochester, NY 14624
585 436-9624
Fax: 436-1907

Southern Tier
Avoca, NY 14809
807 566-2214
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CANANDAIGUA, NY 14424
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ATTN: James Fletcher
jfletcher@townofcanandaigua.org

DATE	PRICES EXPIRE	TERMS	FOB	PREPARED BY
08/02/23	08/15/23	NET 30 DAYS		MURPHY, KEVIN

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
20	TLRMJG-4	4 MJ GASKET	5.50	110.00
			3024.20	
			QUOTATION TOTAL	32772.92



Bid Proposal for Town of Canandaigua Small Water Job

CUSTOMER	All Bidders	Job Town of Canandaigua Small Water Job sadae, NY Bid Date: 08/09/2023 09:30 am Bid #: 3064854
CONTACT	Sales Representative Peter Kaskela (M) 585-478-4729 (T) 585-424-5800 (F) 585-424-7275 Peter.Kaskela@coreandmain.com	Core & Main 6800 West Henrietta Rd. Rush, NY 14543 (T) 585-424-5800
NOTES		



Bid Proposal for Town of Canandaigua Small Water Job

All Bidders
Job Location: sadae, NY

Bid Date: 08/09/2023 09:30 am

Core & Main 3064854

Core & Main

6800 West Henrietta Rd.

Rush, NY 14543

Phone: 585-424-5800

Fax: 585-424-7275

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	800	4 PVC C900 DR14 PIPE (G) 20' PC305 *IN STOCK AT VENDOR	FT	7.30	5,840.00
30	500	4 DIPS DR11 HDPE PIPE BLU BLUE STRIPE *IN STOCK IN COMPANY	FT	4.25	2,125.00
60	8	4 DIP DR11 BUTT MJ ADAPTER W/ STIFFENER	EA	54.47	435.76
70	8	4" MJ USA DOMESTIC GLAND	EA	14.00	112.00
80	8	4" MJ REGULAR GASKET DOMESTIC	EA	4.00	32.00
90	32	3/4X4-1/2 T-HEAD B&N COR BLUE **ALL ITEMS ABOVE IN STOCK	EA	5.33	170.56
				SUBTOTAL	750.32
120	30	BR1S0474CC075 4X3/4CC BRZ SDL SNGL SS STRAP 4.74-5.32 OD *2-4 WEEK LEAD TIME ARO	EA	90.93	2,727.90
150	30	B25008N 3/4 BALL CORP CCXCTSC CC X CTS COMP NO LEAD *ABOVE, IN STOCK	EA	68.87	2,066.10
170	30	B25209N 3/4 BALL CURB CTSXCTS W/1/4 TURN CHECK - NO LEAD ***ALTERNATE***** TO H1504-2N 3/4", WE HAVE THE B25209N 3/4 IN STOCK NOW H1504-2N ARE 68 WEEK PLUS LEAD TIME FROM MUELLER	EA	97.56	2,926.80
240	30	H10314 5'0 CURB BOX L/ROD 2-HOLE LID	EA	51.85	1,555.50
250	30	88036SS CURB BOX SS ROD 35" 1" OR 1-1/4" CURB BOX *ITEMS ABOVE, RODS IN STOCK CURB BOXES 3-4 WEEKS ARO	EA	25.00	750.00
				SUBTOTAL	2,305.50
290	6	4 A2362-23 MJ RW GV OL L/ACC SS BOLTS AND STEM *ABOVE, IN STOCK	EA	790.54	4,743.24
330	3	4 T2362-19 MJ RW TAP VLV OL ON	EA	997.32	2,991.96
340	3	8X4 H304 SS TAP SLV W/SS FLG 0804H304SS0945 OD 9.04-9.45 *ITEMS ABOVE, LEAD TIME IS 4-5 WEEKS ARO OR SOONER	EA	780.88	2,342.64



Bid Proposal for Town of Canandaigua Small Water Job

Bid #: 3064854

Seq#	Qty	Description	Units	Price	Ext Price
SUBTOTAL					5,334.60
380	4	4 MJ 90 C153 USA TYLER UNION ONLY	EA	94.32	377.28
400	8	4 MJ 45 C153 USA TYLER UNION ONLY	EA	78.36	626.88
420	100	3/4X4 COR-BLUE NON-ROTATE B&N	EA	8.69	869.00
430	100	3/4X4 T-HEAD B&N COR BLUE	EA	4.88	488.00
440	20	UFR1500-C-4-U RETAINER RED OD 4.50-4.80 DOMESTIC *MJ FITTINGS, BIRMINGHAM BLUE BOLTS AND RESTRAINTS ARE IN STOCK NOW	EA	37.25	745.00
490		SHIPPING INCLUDED IN PRICING			
500		OVERALL LEAD TIME IS 4-6 WEEKS			
510		ARO			
Sub Total					31,925.62
Tax					0.00
Total					31,925.62

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

ATTACHMENT 14

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, New York 14424
(585) 394-1120
Fax (585) 394-9476

Established 1789

SITE DESIGN AND DEVELOPMENT CRITERIA – _____-2023

ADOPTED BY THE TOWN BOARD ON:

DECEMBER 16TH, 2008

AMENDED BY THE TOWN BOARD ON:

AUGUST 18, 2009

SEPTEMBER 17, 2018

_____, 2023

Prepared by

Prepared by:



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The following is an excerpt from the New York Education Law Article 145 Section 7209 and applies to this document.
"It is a violation of this law for any person unless he is acting under the direction of a Licensed Professional Engineer or Land Surveyor to alter an item in any way. If an item bearing the Seal of an Engineer or Land Surveyor is altered, the Altering Engineer or Land Surveyor shall affix to the item his Seal and the Notation 'Altered by' followed by his signature and the date of such alteration and a specific description of the alteration".

Amendment Record

[illegible]

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ARTICLE I – GENERAL INFORMATION

1.0 GENERAL PURPOSE

The purpose of these specifications is to provide minimum criteria for the design and construction of improvements within the Municipality, which, upon the satisfactory completion thereof, may be offered for dedication to the Town of Canandaigua for perpetual operation and maintenance. The information contained in this document is to be used in conjunction with the subdivision and site plan regulations provided in the Town of Canandaigua Code.

The criteria established is intended to provide minimum standards, which may be upgraded to serve the best interests of the municipality. The information in this booklet is provided to aid in the submission of material in a uniform manner and attempt to expedite the various review and approval procedures.

The Town of Canandaigua has been designated by the U.S. Environmental Protection Agency (EPA) as a small Municipal Separate Storm Sewer System (MS4). All projects within the Town of Canandaigua are, therefore, subject to the MS4's requirements. When required, the MS4 shall review the SWPPP to determine if all design considerations have been met. The MS4 is required to follow the same principles in the review of the SWPPP to ensure the equivalency of the design specification to the erosion and sediment control practices and performance criteria and the sizing criteria of post construction practices.

These criteria shall govern in all areas of private, public, industrial and commercial development and/or areas that will involve the connections to existing municipal systems.

It should be noted that the Town of Canandaigua currently has inter-municipal agreements with Ontario County, the City of Canandaigua, Town of Farmington, Town of Hopewell and the Town of Bristol regarding sanitary sewer and/or water installations and districts, which are required to be complied with as well.

The requirements contained herein may be waived or modified by the Planning Board if it is found that strict application of the requirement is not needed to meet the purposes of this manual, or that such modification or waiving of requirements would provide an upgrade over what would otherwise be required. The Planning Board shall consult with the Town Highway and Water Superintendent and others as appropriate.

ARTICLE II – DESIGN STANDARDS

2.0 GENERAL

- A. Proposed plans for development shall conform to the Town’s Comprehensive Plan as adopted by the Town Board.
- B. The developer shall strive to comply with standards of good planning and adhere to the codes and ordinances of the Town as well as the rules of any agencies having jurisdiction over other aspects and phases of the project.
- C. The Developer of a parcel of land shall make improvements to the parcel in accordance with the approved plans or the minimum standards required in these regulations as applicable to a specific project.
- D. Where certain standards of development are not set forth, they shall be established by the Planning Board, following their review of the particular situation.
- E. Additional or higher design standards of improvements may be required in specific cases where the Planning Board believes it necessary to create conditions essential to the health, safety, and general welfare of the citizens of the Town.

2.1 STREET LAYOUT

- A. Reasonable access shall be provided to all developed areas in a given tract of land. Under no circumstances shall a “Land Locked” parcel be created as part of land subdivision. A right-of-way must be provided at the time of the subdivision and reasonable access to existing streets provided.
- B. Streets shall be logically oriented, related to the existing topography and meet acceptable planning/engineering criteria, which will produce buildable lots and reasonable road grades.
- C. Minor streets shall be planned so as to discourage through traffic, but provide for excellent access to “connector” roadways with higher use classifications.
- D. Where a subdivision abuts or contains a major traffic street, the Planning Board may require that intermediate access streets, reverse-frontage lots or other treatments that will provide a reduction in the number of intersections with the major street and reasonable separation of local and through traffic.
- E. New, half or partial streets will not be permitted except where essential for reasonable subdivision of a tract in conformance with the other requirements and standards contained herein, and where, in addition, satisfactory assurance for dedication of the remaining part of the street can be secured.
- F. Wherever a tract to be subdivided borders on an existing half or partial street, the other part of the street shall be plotted within such tract.
- G. Dead-end streets shall be prohibited, except as stubs to permit future street extension into adjoining tracts or when designed as a cul-de-sac.

- H. Reserve strips that limit access to right-of-way or utility easements are prohibited. Reservations which encourage the extension of right-of-way and utilities may be required by the Town.
- I. Street names shall be submitted for approval to the County Planning Department, Postal Service and others designated by the Town Board to avoid duplications or use of similarly sounding or spelled names. A street, which is a continuation of an existing one, shall retain the same name.
- J. Further information regarding the design and development of streets is presented in Article IV Highway/Roadway Improvements and Appendices H of this manual.

2.2 STREET INTERSECTIONS

- A. Streets shall be laid out to intersect as nearly as possible at right angles. No street shall intersect another at an angle of less than 75 degrees.
- B. Multiple intersections involving a junction of more than two streets shall be avoided.
- C. Streets entering opposite sides of another street shall be laid out either directly opposite one another or with a minimum off-set of 250 feet between their center lines.
- D. Where a subdivision abuts or contains an existing street of inadequate right-of-way width, additional right-of-way width will be required.

2.3 HAUL ROADS

Haul roads may be required by the Planning Board, when applicable upon review with the Town Highway Superintendent, Town Board and Town Engineer.

2.4 EASEMENTS

- A. Easements shall be provided for all utilities and/or sidewalks of a width necessary for installation, repair and/or replacement of said utility and/or sidewalks. The depth, type, size and location of a utility in addition to soil conditions will be considered when establishing an easement width.
- B. To the fullest extent possible, all easements shall be centered on or adjacent to rear or side lot lines.
- C. Where a development is traversed by a watercourse, the applicant may be required to provide to the Town at no cost a drainage easement or right-of-way conforming substantially with the line of such watercourse and of such width as will be adequate to preserve natural drainage and maintain the same.

2.5 ALLEYS

Alleys are prohibited in residential developments. In commercial or industrial districts, alleys shall be a minimum width of 26 feet. Where such alleys dead-end, they shall be provided with a turnaround having an outside roadway diameter to allow emergency vehicle access.

2.6 RESERVATION AND DEDICATION OF LANDS FOR PUBLIC USE

All applicants for subdivision or site development should also be aware that the Town of Canandaigua's code regarding "Reservation of Parkland" contained in both the Town's subdivision and zoning regulations shall apply.

2.7 EROSION SEDIMENT CONTROL

A. General

1. It is the Town's intent to control soil movement by employing effective erosion and sediment control measures before, during and after site disturbance.
2. Erosion and sediment control measures, both temporary and permanent, must be installed in conformance with the approved plan prior to any soil disturbance. A site inspection to verify compliance may be required prior to issuance of the Site Development Permit.
3. The Planning Board, Town Engineer, Town CEO, and/or Canandaigua Lake Watershed Council will evaluate submitted erosion and sediment control design plans against the most current edition of "New York Guidelines for Urban Erosion and Sediment Control" manual as prepared by the USDA - Soil Conservation Service. The Board, Town Engineer, Town CEO, and/or Canandaigua Lake Watershed Council may require additional controls and details not specifically outlined in the aforementioned manual.

B. Vegetative Controls

1. To attain the Town's goals, vegetative measures should be used in a site design to control surface water runoff, provide soil stabilization methods and entrap soil sediments generated from the forces of erosion.
2. Site slopes shall be graded to be stable and provide control of any surface or subsurface water prior to vegetative plantings. All slopes greater than 3H: 1V are to be stabilized with a jute mesh erosion mat or equal.
3. Site disturbance, especially in sensitive areas, shall be kept at a minimum. Designs shall limit the removal of existing trees, hedgerows and indigenous plant cover.
4. Physiographic features such as drumlins, wetlands and forested areas shall be retained in their natural form whenever possible.

5. The Site Developer shall take whatever action is necessary to establish a stabilized vigorous stand of vegetative cover on all disturbed site soils immediately following the completion of the bulk earth movement.
6. If phasing is necessary to meet these conditions, the Developer shall present such in the development plans and the Stormwater Pollution Prevention Plan (SWPPP) for Town review.

C. Structural Controls

1. Some projects may require erosion and sediment controls that will be permanent in nature. If these measures are required to be constructed, they must be fully functional before upland site disturbance. Such structures may include but are not limited to siltation traps, storm check dams, stormwater management facilities, diversion swales and dikes.
2. All structural sediment controls including swales, berms, rip rap, etc. identified on the project plans shall be submitted with the supporting design of those controls to the Town for review.

D. Maintenance Measures

- 1, It is imperative that both the vegetative and structural components that are constructed be periodically reviewed and maintained for optimum erosion and sediment control before, during and after site disturbance.
2. Facilities must be cleaned, repaired and/or replaced as necessary to meet the original design criteria established in the project approval.

E. Erosion Control Guarantee

1. All projects must comply with the erosion control guidelines of this section. All projects are subject to an Erosion Control Bond, Letter of Credit or similar instrument of deposit and subsequent inspection at the developer/Owner's expense.
2. If the project under consideration involves possible dedication of constructed facilities to the Town, the Developer/Owner must provide a maintenance bond in the amount and for the duration as noted in Article of these criteria. Periodic stormwater inspections in excess/addition to those required by General SPDES Permit may be required by the Planning Board and/or Town CEO at the expense of the developer/Owner.

2.8 TRAILS/ SIDEWALKS

Walking trails and sidewalks when proposed or required, shall be designed (where possible) to connect with existing trail networks and sidewalks in the Town of Canandaigua or in conformance with the Town of Canandaigua Parks & Recreation Master Plan of 2018 or latest version thereof, and shall be subject to the approval of the Town. See Appendix H.

2.9 LANDSCAPING

Adequate site landscaping may be required of the developer/owner on any lands developed in the Town of Canandaigua. If required, a landscape plan will need to designate plant species and locations on the plans. See Appendix G for Tree/Shrub Planting Details.

A landscaping plan shall include the following:

1. Be designed to conform to the standards and techniques set forth in the Town Code.
2. Visual impacts shall be considered for planting within sight distances.
3. Trees are to be planted a minimum of 5 feet from the edge of any easement.
4. There shall be no underground utilities within 10 feet of any proposed tree.
5. All tree plantings shall be a minimum of 2 ½" caliper or as specified in the Town Code.
6. All landscaping shall be planted and installed as per the approved plans and of the approved specie.
7. If any changes in landscaping are proposed, they shall first be submitted to the Town of Canandaigua for review. An approval is to be received from the Town of Canandaigua prior to changes occurring. These changes may require resubmission to the Planning Board for approval.

2.10 STREET LIGHTING

- A. Lighting facilities may be required along all new subdivision streets. Light spacing, fixtures, and underground conduit shall meet with the requirements set forth by the Town Code, Planning Board and Electric Corporation having jurisdiction in the service area. All lighting is required to be LED.
- B. The Planning Board may also require additional site lighting to be installed. All non-residential sites will be independently reviewed in regard to lighting systems and may be required to submit an illumination plan. Such a system shall be coordinated with the electrical utility system and designed to keep light from illuminating areas outside of the developed site per the Town Code.

2.11 SITE LIGHTING

All proposed lighting systems on the parcel intended for development should be designed and installed in conformance with the Town Code.

2.12 ELECTRIC, TELEPHONE, CABLE TV OR OTHER BURIED CABLE UTILITY

In every development, provisions shall be made for service from the private utility supply systems. All utilities serving a subdivision and a street lighting system shall be underground, rather than on poles, standard or towers. Underground conduit and cables shall be installed per the regulations of the Public Service Commission and a minimum of 2 feet below any drainage way.

2.13 GENERAL SITE CONSIDERATION

General site considerations should include pedestrian and vehicular access and circulation, as well as provisions for handicapped access. Location, arrangement, size, architectural features, and design of buildings, lighting and signs, protection of adjacent properties and general public against noise, glare and unsightliness, or other objectionable features will also be considered by the Board.

ARTICLE III – WATERMAIN IMPROVEMENTS

3.0 DESIGN CRITERIA

A. GENERAL

1. Where public water supply, in the opinion of the Planning Board, is reasonably accessible, the developer shall provide and dedicate to the Town a complete water distribution system. The design and installation of said system shall be subject to the approval of the Planning Board and jurisdictional agencies.
2. Where public water supply is not within reasonable distance, an alternate supply, developed under the guidelines of the State Department of Health, shall be required. The Town does not guarantee or assume any liability for an individual water supply as shown on development plans.
3. If a private on-site system is to be used as a water supply for a development:
 - a) The individual source must have a minimum sustained flow of five gallons per minute of potable water.
 - b) There must be a minimum flow pressure of 20 pounds per square inch (PSI) at all fixtures in the proposed unit.
 - c) A certificate of water quantity from a New York State approved testing laboratory must be submitted to the Building Department before a building permit is issued.
 - d) The Town does not allow any interconnections between the municipal supply and an individual water supply system.
4. Water supply systems shall be designed (as a minimum) to conform with the latest edition of Ten States Standards.
5. Water supply system shall be designed to provide adequate domestic (average day and maximum day) usage and fire protection, while maintaining acceptable system pressures. Where public water supply is not accessible, an alternate private supply shall be furnished, which conforms to the New York State Health Department regulations (Subpart 5).
6. The Design Engineer shall submit an Engineers Report including calculations supporting all watermain and service sizes.
7. All watermains shall be a minimum of 8 inches, unless approved by the Water Superintendent.
8. See Appendix W for water related typical details.

B. HYDRANTS

1. Hydrants shall be spaced to comply with ISO and New York State Building Code requirements with a maximum 500-foot interval in subdivisions and 600-foot intervals in open spaces. See Appendix W.
2. Hydrants are to be placed close enough to all commercial buildings to meet New York State Fire Code of 300 feet which is measured from the furthest point of the building from the nearest fire hydrant.
3. Hydrants should be placed at all intersections where feasible.

C. VALVES

1. Valves shall be located such that no more than 30 dwelling units and no more than two hydrants need be out of service for repair of a watermain. Valves shall be provided at intersections and be no more than 800-feet apart along the watermain.
2. Additional valves may be required at creek and/or railroad crossings depending on network configuration and permit requirements.
3. Air release valves shall be provided at critical high points along the watermain.
4. Pressure reducing valves (PRVs) shall be designed and installed per Town of Canandaigua Specifications.

D. DEAD END MAINS

1. Dead end mains are discouraged within the Town.
2. Where they are unavoidable, a flushing hydrant (blow-off) shall be provided. Also, an auto-flushing hydrant may be required by the Town Water Superintendent in some locations.

E. WATER SERVICES

1. Provide minimum of 1-inch water service or as approved by the Town of Canandaigua Water Superintendent. Services shall be extended to the right-of-way line of all individual lots. Where an easement is provided, the service shall extend to the easement line, (or across utility easement). See Appendix W or Typical Service Plan.
2. All services shall be Type K copper without line couplings or 200-psi polyethylene pipe. Tracer wire is to be provided as per the detail (Appendix W). Meters shall be installed for each individual service and are to be purchased from the Town.

3. If the distance from the Right-of-Way to the house is over 500-feet, the owner or developer will be required to purchase a meter pit from the Town. Specific applications may be subject for review by the Town of Canandaigua Highway & Water Superintendent for a determination of need for an individual meter pit (see Appendix W).

3.1 MATERIAL SPECIFICATIONS

A. GENERAL

The materials intended to establish the degree of excellence are herein included are deemed to be of satisfactory quality for installation within the Town. When alternative materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. WATERMAINS

1. Ductile Iron Pipe(DIP)

DIP shall conform to AWWA C-151, minimum allowable thickness shall be Class 52. Pipe shall be cement lined in accordance with AWWA C-104 and shall have rubber gasket push-on joint in accordance with AWWA C-111. If soil conditions warrant, as a result of DIPRA Testing, polyethylene wrap shall be required.

2. Polyvinyl Chloride (PVC)

Shall conform to AWWA C-900, minimum Class 200 (DR14) with elastomeric gasket joints, integral bell and rubber rings locked in place, minimum depth 5'-0" with a minimum of six (6) inches of full sand encasement.

PVC pipe installation shall include either:

- a) Six (6) inch wide metallic tape placed over the center of the pipe on top of the 24-inch safety cover as manufactured by Line Guard III, Inc;
- b) Continuous #10 gauge copper wire attached to the pipe at 5-foot intervals with plastic ties with a minimum of 150 lbs tensile strength. Wire shall be attached to all cast fittings, hydrants and valve boxes to make a continuous traceable system.

3. High-Density Polyethylene (HDPE) Pipe

Upon review and discussion with the Town, may be considered for possible use in special circumstances, i.e. road & stream crossings. Shall be SDR-11 design shall be forwarded to the Town Water Superintendent for review and approval.

C. FITTINGS

Ductile iron shall meet AWWA C-153-11 Specifications, minimum Class 350, with mechanical or push-on joint, except for hydrant branches which shall be mechanical joint. Fittings shall be cement lined in accordance with AWWA C-104-13. Bolts and nuts shall be fluoropolymer coated “blue bolts”.(Ass Tyler Union Fitting) All joints shall conform to the requirements of AWWA C-111.

PVC shall meet specifications of AWWA C-905 made from PVC Compound 12454-B (ASTM D1784) with gasket joints meeting ASTM D3139.

D. HYDRANTS

Shall be manufactured in accordance with AWWA C-502.

Hydrants shall be Mueller manufactured for 5 foot bury with breakaway flange construction and 6-inch mechanical joint inlet. Shoe and inlet shall be epoxy coated.

They shall open left, with a one and one-half inch (1-1/2”) pentagon-operating nut.

All hydrants shall be painted red with bonnets painted as per the AWWA Hydrant Color Code as listed below:

<u>Bonnet Color</u>	<u>Flow Range (GPM)</u>
Blue	> 1500
Green	1000-1499
Orange	500-999
Red	< 500

All valve box covers shall be painted blue.

Hydrants shall be three-way with two (2) 2-1/2 inch hose nozzles and one (1) 4-1/2 inch pumper connection (quick disconnect), all with National Standard threads. Main valve openings shall be 5-1/4 inch with the total unit consisting of the tee, guard valve, hydrant and adaptors. (See Appendix W).

1. The main valve seat ring shall be bronze and screw into the bronze drain ring.
2. Stainless steel fasteners shall be used for all connections on hydrants and valves and fluoropolymer coated “blue bolts” for fittings.

E. FLUSHING HYDRANT – BLOWOFF

Shall be 2 inch self-draining, non-freezing with 5 foot bury, with all bronze parts designed to connect to a 2 inch main line outlet as manufactured by GIL Industries, Inc., Model Slim Line 2.

F. GATE VALVE AND BOX

1. All valves 12” or less shall be gate valves.
2. Gate valves shall conform to AWWA C-509 or latest revision, Resilient-seated wedge type epoxy coated gate valves with a non-rising stem; “o” ring packing, and open left. They shall be of the 350 psi test class with a minimum working pressure of 250 psi. Valves shall be manufactured by, Mueller Co., Model 2360, with MJ ends, a 2” square operating nut. Stainless steel bolts and nuts shall be utilized.
3. The valve ends shall depend on the type of pipe used and the particular use intended.
4. Valve boxes shall be Bibby-Ste-Croix model number VB3000 series, or approved equal, two-piece screw-type, cast-iron construction, valve box, with a 5-1/4 inch inside diameter and covers marked “WATER”.
5. If the valves are buried deep they must have an extension stem that can be reached with a 6 foot valve box key.

G. TAPPING SLEEVE AND VALVE

All valves shall have mechanical joint ends and be furnished with sufficient quantities of accessories. Valves shall open left and be manufactured by Mueller with epoxy coating.

H. ANCHORING FITTINGS

Anchoring pipe in accordance with ANSI-A21.4, or latest revision, shall be employed to anchor all hydrants to gate valves. The anchoring pipe shall be epoxy coated cement lined and provided with a rotating gland. There should be a minimum 18 inches between hydrant and gate valve. These anchoring pipes shall be Tyler 5-198 or proposed equal.

I. BUTTERFLY VALVES

All valves greater than 16” in diameter shall be butterfly type. All butterfly valves shall conform to AWWA C-504, or latest revision.

J. RESTRAINERS

Shall be manufactured of high strength ductile iron pipe and incorporate a full 360 degree support around the pipe. They shall be as manufactured by Megalug or Uni-Flange series 1500, 1300, 1350, or 1390 depending on the specific use.

K. WATER SERVICE MATERIAL

1. Corporations stop shall be Mueller H-15008 compression type.
2. Curb stops shall be Mueller H-15209 Mark II compression type.
3. Curb boxes shall be Mueller H-10334, 5 feet long with stainless steel rods and stainless steel keys. Curb boxes shall not be located within driveways.
4. Copper services shall be Type "K" ASTM B88
5. Plastic services shall be copper tube size (CTS) at 200 psi, with a minimum 1 inch pipe diameter (only used from curb box to unit and a continuous #10 gauge copper tracer wire shall be included from the curb box to the structure). Sand bedding shall be provided as appropriate.
 - Polyethylene ASTM D-2737, PE 3408 per AWWA C-901 (Minimum 5'-0" depth and sand encasement required)
6. All services tapped into mains shall utilize Double Strap SS Saddle (Mueller) with a Mueller Corporation
7. Any services larger than 1" shall meet the minimum specifications of the Water Superintendent.
8. Refer to Appendix W.

L. METER PITS FOR INDIVIDUAL SERVICES

1. Individual meter pits, where required, shall be Mueller, Double Lid Style with Wabash cover W2. Cover shall be equipped to receive attachments for radio-read water meters.
2. Refer to Appendix W.

M. THRUST BLOCKS

Shall be cast in place 3000-psi concrete to dimensions as shown in Appendix W.

N. **PRESSURE REDUCING VALVES (PRV) AND VAULTS**

1. PRV Vaults where required by the Town of Canandaigua, shall be a minimum of 6'x16'x8' high, Lakeland precast concrete vault provided with 48"x48" aluminum hatch with aluminum ladder, sump recess, openings as required, seals, boots, stainless steel trim, dual pilots and dual strainers. Sentence here about coating or waterproofing the concrete vault? The steel vent pipe is to be painted blue.
2. The PRV vault shall also be equipped with a Ross 40WR-BP Pressure Reducing Valve and may require a Back Pressure Sustaining feature and reverse flow feature depending on the location in the water system.
3. Refer to Appendix W

O. **EQUIVALENTS**

1. Any material and manufacturer substitutes are to be provided in advance to the Town Water Superintendent for review and approval.
2. For any project it will be assumed that the Developer will furnish the exact materials specified on the plans and specifications unless the Developer files with the Town of Canandaigua Water Superintendent prior to any use in the development, the names and complete description of each article which he proposes to substitute for approval by the Town.
3. Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.
4. No black pipe watermain is allowed to be used.

3.2 INSTALLATION OF IMPROVEMENTS

A. **HYDRANTS AND VALVES**

1. **General**

- a) A hydrant unit shall consist of a hydrant, guard valve, mechanical joint tee, and anchor pipes.
- b) Before hydrants or valves are installed, they shall be tested to determine if they are in working order.
- c) Hydrants shall be set plumb with the break flange 3 inches above the finished grade. Hydrant weeps shall be surrounded by at least 10 cubic feet of crushed stone or gravel. If the ground water is higher than the drainage plug, the plug shall be closed and the crushed stone eliminated.

- d) Valve boxes shall be placed plumb over the operating nut of the valve and adjusted to the final grade.
- e) All hydrants shall be painted red and all valve box covers shall be painted blue.

B. TESTING OF WATERMAIN

1. General

- a) Upon the satisfactory completion of the installation of the underground utilities, the Contractor shall test each of the installed facilities as herein specified. All utilities shall be pre-tested by the contractor before the Town witnesses the final tests. No test will be accepted unless witnessed by the Town. Records and date of these tests shall be submitted to the Town Water Superintendent as part of the record drawing information.
- b) Water used by the Developer during any testing procedures will be paid for by the Developer. All hydrants for water supply or testing use shall be operated only by the Town Water Department.

2. Pressure Tests

- a) The entire system, including services to the curb stops, shall be pressure tested at a minimum 1.5 times the working pressure or 200 psi whichever is greater for a period of two hours.
- b) The test pressure shall not vary by more than 5psi during the test period.
- c) No -pressure test will be allowed when temperature is less than 32 degrees, unless a heated shelter is provided for test equipment.
- d) A leakage test at operating line pressure shall be conducted for 24 hours in addition to the pressure test.
- e) These tests shall be performed in accordance with AWWA C-600 & C-605.
- f) The pressures at the point of testing shall be related to the highest elevation of the main.
- g) Refer to Appendix W for the listed test requirements.
- h) The Contractor shall provide all labor, materials, equipment, and instrumentation needed to perform the tests, including caps, plugs, blind flanges, bulkheads and temporary thrust restraint, as needed. The Contractor shall locate, identify and repair any leaks and/or other system deficiencies revealed during testing. See also item 5, below.

3. Disinfection

- a) Upon completion of the pressure testing, the main shall be disinfected in accordance with AWWA C-651 as applicable.

4. Samples

- a) After flushing the newly disinfected main, the Town of Canandaigua Water Department shall obtain samples of water and submit them to a laboratory approved by the New York State Department of Health.
- b) Upon the receipt of a satisfactory laboratory report, this information together with the Town Engineer's Certificate of Construction shall be submitted to the New York State Department of Health for approval.
- c) Upon receipt of the Approval of Completed Work from the Health Department, the water system shall be considered complete and may be accepted for service by the Town.

5. Defective Areas

- a) In any areas where satisfactory results of applied tests cannot be obtained, the defective portion of the system shall be located and replaced with new material.
- b) That portion of the system shall then be re-tested until satisfactory results are obtained. Use of repair clamps will not be permitted by the Town.

ARTICLE IV – HIGHWAY/ROAD IMPROVEMENTS

4.0 DESIGN CRITERIA

A. ROADS

1. The following designations will be used by the Town to classify roads and their respective design criteria (see Appendix H)
 - a) Town Collector & Town Collector Road (Complete Street)
 - b) Subdivision Road & Subdivision Road (Complete Street)
 - c) Rural Development Road
 - d) Non-dedicated Private Drive
2. The basic considerations of each road classification are as follows:
 - a) Town Collector Road (see Appendix H)
 - i. Provides connections to major roads and represents major traffic pattern throughout the Town.
 - ii. Design speed of 55 MPH
 - iii. High volume of traffic
 - iv. Provides access to subdivision roads
 - v. Relatively low density of development abutting such a road
 - vi. Represents typical road built or reconstructed by the Town Highway Department
 - b) Subdivision Road (see Appendix H)
 - i. Densities as are permitted by the current zoning provisions
 - ii. Design speeds of 30 MPH or less
 - iii. Low volume of traffic.
 - iv. Individual driveways at regular intervals.
 - v. Usually no effect on overall Town traffic pattern.
 - c) Rural Development Road (see Appendix H)
 - i. Density less than one-half units per acre.
 - ii. Low volume of traffic.
 - iii. Usually has no effect on overall Town traffic pattern.
 - iv. Design speed of 30 MPH or more

- d) Non-Dedicated Private Drive (see Appendix H)
 - i. Low volume of traffic
 - ii. Design speed of 30 MPH or less
 - iii. Has a minimum of 40-foot wide fee ownership on a street.
 - iv. Has no effect on overall Town traffic pattern
 - v. Maintenance covered by deed agreement or Homeowner's Association depending on number of units
- 3. Each of these roads has basic characteristics, which may be varied to be consistent with unique proposals of development and construction. The individual variations of the conditions will not be permitted if they sacrifice design safety or ability to maintain a proposed road type. Standard roads shall comply with the typical cross-sections shown in Appendices H.

B. GENERAL ROAD DESIGN CONSIDERATIONS

1. Right-of-Way (R.O.W.)

- a) Minimum width 60-feet for dedicated roads.
- b) Private drive width depends on design constraints.
- c) Private underground utilities to be located on easements outside right-of-way limit.
- d) All dead end streets shall be constructed to the development property line and terminate with:
 - i. A hammerhead turnaround or a cul-de-sac designed in accordance with the standards in Appendix H of this manual.

2. Horizontal Alignment

- a) The following factors shall be incorporated into the design of each road type:
 - i. Sight distance must conform to minimum safe stopping sight distance per “Geometric Design of Highways and Streets”, AASHTO Latest Edition.
 - ii. No centerline intersection angles less than 75 degrees.
 - iii. Minimum centerline radius of 150-feet verified for design speed.
 - iv. Road pavement intersections shall have a minimum of 35-foot radius.
 - v. Access to future developments will be provided at the property lines.
 - vi. Tangent sections shall be used between curves to maintain the proper flow of traffic at design speeds.

3. Vertical Alignment

- a) The minimum length of vertical curves shall be based upon current AASHTO policy and address stopping sight distance, passing sight distance, riding comfort, and headlight sight distance.
- b) Vertical curves are required whenever the net change in grade exceeds 1 percent.

4. Sight Distance Requirements

- a) Refer to the most current edition of AASHTO, *A Policy on Geometric Design of Highways and Streets*, for sight distance and stopping distance requirements.

5. Road Grades

- a) Minimum – 0.7 percent with shoulders; 0.5 percent with gutters.
- b) Preferred Maximum Grade – 8 percent.
- c) Maximum – 12 percent – In particular areas in the southern portions of the Town grades up to 12% may be allowed. In these instances, grades over 8% may be allowed for short distances (500' maximum) subject to approval by the Highway Superintendent and the Planning Board. Such road design should be accompanied by an engineering evaluation that includes provisions for:
 - i. snow removal and storage,
 - ii. enhanced drainage facilities,
 - iii. widened shoulders,
 - iv. longer and flatter grades at intersections, with other features that would enhance safety and maintainability of the roadway.
 - v. Where road grades exceed 8%, the Town may require flared catch basins.

6. Leveling Areas

- a) Leveling areas shall be incorporated at all intersections for a minimum distance of 100-feet from the edge of the pavement and the grade shall not exceed three percent (3%).
- b) Leveling areas for driveways shall be a minimum distance of thirty (30) feet from the edge of highway right-of-way and the grade shall not exceed three percent (3%).

7. Road Widths

Class	Pavement Width	R.O.W. Widths	Edge Treatment	Drainage
Town Collector	24'	60'	3' paved shoulder + 2' stabilized shoulder or 2' - 6" Concrete Gutter	Roadside Swale or Storm Sewer
Town Collector (Complete Street)	34'	70'	5'-0" Bike Lane & Curb or 5'-0" Bike Lane & 2'-6" Gutter	Storm Sewer
Subdivision Road (w/ concrete gutter)	22'	60'	2'-6" Conc. Gutter	Storm Sewer
Subdivision Road (w/ mountable curb)	26'	60'	Mountable Curb	Storm Sewer
Subdivision Road (Complete Street)	28'	60'	5Min. 4'-0" Bike Lane & Curb or Min. 4'-0" Bike Lane & 2'-6" Gutter	Storm Sewer
Rural Development Road	22'	60'	3' shoulder or 2.5 ft. Conc. Gutter	Roadside Swale Storm Sewer
Private Drive	14' Min.	N/A	Req. approval	Req. approval

8. Special Considerations

- a) Subsoil Conditions – A Geotechnical Engineering Report of the existing roadway soils shall be provided for review.
- b) Where roadside swales exceed 5% and/or unsuitable soil conditions warrant, the swales shall be provided with a concrete channel.
- c) Underdrains – Underdrain shall be used under all concrete gutter, see Appendix H. Where subsurface conditions require underdrains may also be required in other locations. The method used shall be subject to the review of the Town Highway Superintendent.
 - i. All pipes shall be perforated and a minimum of four inches (4”) in diameter.
- d) Frontage Development – Where frontage development is to be approved along collector roads, the Planning Board may require that the roadside swale be enclosed in pipe along the fronts of the development. Such conduits shall be of the proper size to accommodate anticipated flows. A parallel access road may also be considered by the Planning Board and discussed during concept plan submittal.

C. ROAD DESIGN

1. General Requirements

The Design Engineer shall consider the proposed use of the road or street when preparing a design. The following criteria are listed as minimum standards to be considered by the designer. It is the intent of these requirements to obtain a road and a base that is stable and capable of supporting H-20 loading.

2. Minimum Design Standards for Each Road Type (see Appendix H)

a) Town Collector Road

- i. Tensar Triax TX160 to be provided.
- ii. Two 6-inch lifts of No. 2 crusher-run stone.
- iii. One 3-inch lift of Type 1 crusher-run stone.
- iv. Asphaltic concrete courses shall be 4 inches compacted of Type 1 base, 3 inch type 3 binder and 1 ½ inch compacted of Type 7F top.
- v. Stabilized shoulder constructed of crushed stone with a single seal of 0.4 gal/S.Y. hot bituminous liquid with 25#/S.Y. of 1st stone.

b) Subdivision Road

- i. Tensar Triax TX160 to be provided.

- ii. Two 6-inch lifts of No. 2 crusher-run stone.
- iii. One 3-inch lift of Type 1 crusher-run stone.
- iv. Asphaltic concrete courses shall be 3 inch Type 3 binder and 1 ½ inch of Type 7F.
- v. Concrete gutter per Appendix H.

c) Rural Development Road

- i. Tensar Triax TX160 to be provided.
- ii. Two 6-inch lifts of No. 2 crusher-run stone.
- iii. One 3-inch lift of Type 1 crusher-run stone.
- iv. Asphaltic concrete courses shall be 3 inch Type 3 binder and 1 ½ inch of Type 7F.
- v. Concrete gutter per Appendix H.

d) Non-Dedicated Private Drive

- i. Tensar Triax TX160 to be provided.
- ii. One 6-inch lifts of No. 2 crusher-run stone.
- iii. One 3-inch lift of type 1 crusher-run stone.
- iv. A private drive off a dedicated road shall:
 - Be designed to keep surface water flows from entering the travelway of the dedicated street.
 - Finish grade and seeding of the area are to be completed immediately upon completion of the private drive base.
 - Provide a paved surface from the edge of the existing pavement within the R.O.W. at least 30 feet toward the developed site.
 - No private drive should exceed a slope of 3 percent from the edge of the pavement to a point 30 feet into the property being developed.
 - Maximum grade shall be 10 percent.

D. DRIVEWAY DESIGN REQUIREMENT

1. Design and location of driveways shall be in accordance with applicable Town Standards, County Standards and requirements of NYSDOT Policy and Standards for Entrances to State Highways.

a) Vertical Alignment

- i. Maximum grade shall not exceed 10%, unless a leveling area, as outlined below is provided.

- ii. Finish grade at right-of-way line shall be not more than 2 feet above finish grade at centerline and the driveway slope within the lot shall not be greater than 15%.
- iii. A leveling area of 3 percent maximum adjacent to the right-of-way shall be provided which is a minimum of 30 feet in length from the edge of the street pavement.
- iv. Driveway shall slope away from the edge of road pavement at the same slope as the road shoulder, and the slope shall extend at least the full width of the shoulder so as not to create a bump or depression in the shoulder area unless shown otherwise in Standard Details.
- v. All driveways shall be designed to avoid the sheeting of surface water runoff onto an adjacent highway.
- vi. All driveways shall be a paved a minimum of 30 feet extending from the edge of road pavement to the R.O.W. line, unless otherwise indicated by the Town Highway Superintendent.
- vii. All driveways for lots associated with a major subdivision or phased subdivision shall be fully paved.

b) Horizontal Alignment

- i. Minimum radius along the centerline of driveways shall be 60 feet.
- ii. Minimum radius along the inside edge of driveway shall be 35 feet unless shown otherwise in Appendix H.
- iii. All driveways shall be a paved a minimum of 30 feet extending from the edge of road pavement to the R.O.W. line, unless otherwise indicated by the Town Highway Superintendent.
- iv. Driveway turnaround areas, when practical, should be incorporated into all plans.
- v. All driveways are to be a minimum 10 feet from the property lines.
- vi. All driveways are to be a minimum distance of 43 feet from all intersections as measured from the shoulder.

c) Fire Department Requirements

- i. All common/shared driveways regardless of length and individual driveways, which are longer than 500 feet, shall be constructed to support HS-20 loading and provide an emergency pull off area that is 30' x 80' at intervals of 250' for emergency access clearance from the edge of the driveway to any obstruction.
- ii. Plans and details of such driveways shall be submitted to the local Fire Department and Town Code Enforcement Officer for review.

E. DRIVEWAY CULVERTS

1. Design and location of driveway culverts shall be in accordance with applicable Town Standards and requirements of NYSDOT Policy and Standards for Entrances to State Highways. *These standards shall apply also to driveways entering on County and Town roads and streets.*
 1. Shall be provided along existing road frontage lots to properly convey roadside drainage. The culverts shall be supplied and installed at the discretion of the Town Highway Superintendent to the proper grade to allow the natural flow of water. All culverts installed shall be subject to the review of the Superintendent of Highways having jurisdiction on the road (Appendix H)
 2. Minimum of 12" diameter unless they are a part of a larger drainage course, which may require larger diameter pipes. Larger sizes to be determined by the Highway Superintendent, Developer's Engineer, or Town Engineer.
 3. The culverts shall extend a minimum of 3' beyond the edge of the access driveway and be provided with end sections or headwalls. The slope from the driveway edge to the culvert end section shall be graded and seeded to maintain the slope stability.
 4. Elevations to be set by NAVD 88 whenever possible.
 5. Culverts shall have a minimum of 12" of cover. If High Density Polyethylene (HDPE) pipe is utilized, 12 inches of cover per 12-inch diameter of pipe shall be provided.
 6. If Corrugated Metal Pipes (CMP) is used, culverts shall be bituminous coated inside and out.

F. CONCRETE GUTTERS

8" concrete gutters with a maximum invert depth of 1-1/2 inches below the pavement edge shall be provided along the edges of all Town Collector Roads and Subdivision Roads to be dedicated to the Town of Canandaigua. A typical cross-section is shown in Appendix H.

At the discretion of the Town Highway Superintendent, mountable curbing can be provided.

G. SIDEWALKS

Sidewalks are required by the Planning Board in all applications unless otherwise determined by the Planning Board as part of their review of applications. If required, sidewalks shall be concrete having 5' in width, 5" in thickness on a 6" thick base of Type 1 crusher-run. The blocks shall be 5' in length with bituminous expansion joints every 25'. The finish shall be consistent with the gutter specifications as listed in NYSDOT Specification Section 702 (Appendix H).

Concrete sidewalks through driveways shall be increased to a 6-inch thickness and shall include 6" x 6" wire mesh (10 gauge) for reinforcement.

H. TRAILS

Walking trails in conformance with the Town of Canandaigua Parks and Recreation Master Plan of 2018, or latest version thereof, may be required by the Planning Board and shall be determined at the time of review. If required, walking trails shall be a minimum 6' in width, and consist of a 6 inch lift course of Type 2 crusher run stone, and a 2" top of stone-dust or 2" top of asphalt conforming to screenings & 1B (NYSDOT Table 703-4). Shared use paths (walkers and bicyclists) may require additional trail width. All trails shall be designed in conformance with the Federal Highway Administration recommendations (Appendix H).

I. CUL-DE-SAC

1. The cul-de-sac shall be offset to the left whenever possible for ease of maintenance and traffic safety (Appendices H)
2. The pavement depth shall match the road type.
3. Roadways ending in cul-de-sacs shall not exceed 1,000-feet in length and shall terminate with either a cul-de-sac or a hammerhead turnaround (see Appendix H for design and radius requirements).
4. The pavement shall slope to the center of the cul-de-sac on subdivision and minor subdivision roads when stormwater pipes are provided. The outside edge of the pavement will have standard gutters or a 6-foot stabilized shoulder from the outside edge of the pavement. On Town Collector Roads and Rural Development Roads, the pavement may slope to the center of the cul-de-sac or to the right-of-way line. If the pavement slopes away from the center, both edges of the pavement will have stabilized shoulders consistent with the road type.

J. MONUMENTS

1. Monuments shall be located at:
 - a) Point of curvature (P.C.) and point of tangent (P.T.) of all horizontal curves along one side of the right-of-way.
 - b) Shall have a maximum of 1,000 feet spacing along one side of right-of-way line.
 - c) Monuments shall be set by a licensed land surveyor before the final letter of credit amount is released by the Town.
 - d) Monuments shall be set to have a clear sight distance between two monuments and shall be flush with the finished grade.

- e) The monuments shall be set, as a minimum, at all corners of the subdivision at final grade on one side of the streets and at all changes of direction in the right-of-way line.
- f) The monuments shall be as shown in the detail in the Appendix G.

K. RESERVED LAND FOR FUTURE USE

Where land areas are reserved for future connections to adjacent parcels, all improvements, i.e., sanitary, storm, water, sidewalks, roads, will be constructed to the common property line.

4.1 MATERIAL SPECIFICATIONS

A. GENERAL

The materials intended to establish the degree of excellence are herein included are deemed to be of satisfactory quality for installation within the Town. When alternative materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. CONCRETE GUTTERS AND SIDEWALKS

5. Concrete

- a) Shall be a minimum of 4000 psi (28-day strength) Class J concrete conforming to NYSDOT Specification Section 501.
- b) Air entraining admixture conforming to ASTM Specification C-260.
- c) Expansion joints shall conform to NYSDOT Specification 705-07.
- d) Curing and sealing compound – conforming to ASTM C-309, Type I, Class B for curing and sealing.

6. Concrete Gutters

- a) Shall conform to Item 624-2.02.
- b) A minimum compressive strength of 3,500 psi after 28 days
- c) Shall be a minimum of 6” thick.

C. ROAD MATERIALS

1. Sub-base and Base Courses

- a) Crusher run stone shall conform to NYSDOT Specification Section 304-2.02, Type 2.

- b) Aggregate shall conform to NYSDOT Gradation Table 703-4, size as specified.
 - c) NYSDOT Specification 304-2.02 Type 4 gravel may be substituted for No. 2 and No. 3 crusher run (NYSDOT Gradation Table 703-4) if acceptable subsoil conditions exist with the approval of the Superintendent of Highways and Town Engineer. The Design Engineer shall submit data justifying the use of gravel over specific subsoil conditions.
- 2. Bituminous Pavement
 - a) Base course shall conform to NYSDOT Specification Section 401, Type 1 Base.
 - b) Binder course shall conform to NYSDOT Specification Section 401, Type 3 (Dense Binder).
 - c) Top course shall conform to NYSDOT Specification Section 401, Type 7F.
- 3. Tack Coat shall conform to NYSDOT Specification Section 407. The grade shall depend on the specific use intended.
- 4. Premoulded Resilient Joint Filler shall conform to NYSDOT Specification Section 705-07.
- 5. Underdrains shall be 4 or 6 inch (depending on conditions), perforated, SDR-35 PVC per NYSDOT 706-15, polyvinyl chloride per NYSDOT 706-18, or High Density Polyethylene Tubing per AASHTO M-252.
- 6. Stabilized shoulders (Town Collector and Rural Development) shall be constructed to the dimensions shown on the typical sections. Construction methods shall conform to NYSDOT Specification 410-3.023. The base course shall consist of a wedge of Type 4 stone with a minimum thickness of 6-inches at the outside edge.

D. EQUIVALENTS

- 1. The mention of apparatus, articles or materials by name and such specific description of same as is made herein is intended to convey to the Developer and his Contractor an understanding of the degree of excellence required. The Town shall be the sole judge of the qualifications of the offerings and will determine all questions regarding the conformance of any offer outside the specifications.
- 2. Any material and manufacturer substitutes are to be provided in advance to the Town Highway Superintendent for review and approval.
- 3. For any project it will be assumed that the Developer will furnish the exact materials specified on the plans and specifications unless the Developer files with the Town of Canandaigua Highway Superintendent prior to any use in the development, the names and complete description of each article which he proposes to substitute for approval by the Town

4. Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.

4.2 INSTALLATION OF IMPROVEMENTS

A. ROADS, GUTTERS AND SIDEWALKS

1. General

- a) The Contractor shall not construct any surface improvements until the underground utilities have been installed, tested and approved by the Town.
- b) The Contractor shall obtain the necessary compaction densities as specified. All surface improvements shall be constructed to the shape and dimensions as shown on the typical sections (Appendix H) or on the approved plans.
- c) A greater road thickness and base may be required in those areas where particular soil conditions or traffic patterns require special considerations.

B. ROADS

1. General

The following general rules apply:

- a) Underground utilities will be designed to be constructed outside the pavement area where possible.
- b) If groundwater, poor soil conditions, or any suspect ground conditions are encountered in the road base, the contractor shall remove such conditions and install drain pipe and/or crusher run stone to obtain a stable base.
- c) The contractor shall not proceed with the base construction until all underground utilities or casings affecting the road area are installed, tested, and approved by the Town.
- d) All materials used for road construction shall conform to the latest Standard Specifications Construction and Materials of the New York State Department of Transportation Division of Construction and all revisions thereafter.

2. Compaction

Compaction densities specified herein shall be the percentage of the maximum density obtainable at optimum moisture content as determined and controlled, in accordance with ASTM D1557. Field density tests shall be made in accordance with ASTM D6938.

Each layer of backfill shall be moistened or dried as required and shall be compacted to the following densities, unless otherwise specified.

a) Select Fill

Under all existing or proposed roads, driveways, parking areas: 95% maximum modified Proctor dry density (ASTM D1557).

All other areas: 92% maximum modified Proctor dry density (ASTM D1557).

b) Methods and Equipment

Methods and equipment proposed for compaction shall be subject to the approval of the Town. Compaction by rolling or operating heavy equipment over fill areas shall be conducted in a manner by which damage to existing utilities and structures shall be avoided. Any pipe or structure damaged thereby shall be replaced or repaired as directed by the Town at the expense of the Developer.

c) Testing

1. Field density tests will be paid for by the Developer.
2. The Developer shall furnish all necessary samples for laboratory tests and shall provide assistance and cooperation during field tests. The Developer shall plan his operations to allow adequate time for laboratory tests and to permit taking of field density tests during compaction.
3. A qualified testing agency should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations in the completed subgrade.
4. Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 5,000 square feet of compacted fill in open areas and every 50 linear feet of compacted utility trench backfill.
5. Any areas found to be below required compaction densities shall be removed and replaced with new material at the Developer's expense. The methods of operation and/or the backfill materials shall be changed to meet required compactions.

6. Inadequate compaction shall be cause for the Town to issue a stop work order on a project.

C. SUBGRADE

1. The subgrade shall be graded to remove all unsatisfactory or unstable material. Where material is removed below the subgrade elevation, suitable granular material shall be used to bring the road to proper subgrade. Where ground water or poor soil conditions exist, the Developer shall be required to install perforated underdrain and crushed stone weeps to drain the base. The entire subgrade surface shall be thoroughly compacted and proof rolled in accordance with NYSDOT Specification 203-3.12.
2. Fabric filter material is required by the Town to stabilize the base and subbase before the Contractor proceeds to install same.

No movement shall be observed in the subgrade material as the roller passes. When the subgrade is completed, the Contractor shall so notify the Town Highway Superintendent and the Town Engineer for a base determination. Upon the review and written approval of the subgrade by the Town Engineer or his representative, the base material may be placed.

D. BASE MATERIAL

1. Approved base materials shall be uniformly deposited and compacted in layers with a roller, according to NYSDOT Specifications. Rolling shall begin at the sides and continue toward the center and shall continue until there is no movement of the course ahead of the roller. After compaction, the top surface of this course shall not extend above the theoretical elevation for this course and when tested with a straight-edge 16 feet in length, any bump or depression over 1/4 inch from the theoretical grade line shall be satisfactorily eliminated.
2. When the base has been prepared to the satisfaction of the Town Highway Superintendent or his representative, the Developer may place the binder course, however, the Developer shall provide 48-hour notice to the Town Highway Superintendent or his representative prior to placement of the binder course.
3. If base conditions are changed as determined by the Town Highway Superintendent or his representative before the binder is placed, he may order the Developer to seal the stone with a rapid sealing liquid asphalt emulsion as specified in NYSDOT Specification 702 with 0.5 gallons per square yard as determined by the conditions and not more than 24 hours prior to placement of binder asphalt.
4. If the compaction of the base is questionable by the Town Highway Superintendent or his representative, it may require re-rolling or stone replacement by the Developer.

E. BITUMINOUS PAVEMENT

1. Binder shall be placed and compacted to a minimum finished layer thickness of 2 inches with a self-propelled asphalt spreader and rolled according to NYSDOT Specifications 402-3.04 and 402-3.07. Before applying the top course, any irregularities in the binder course shall be eliminated but at no time will "cold patch" or "winter mix" be allowed on the binder for repair work.
2. Before the surface course is placed, the binder will be cleaned by the Developer and inspected by the Town Highway Superintendent or his representative to determine the condition of the pavement. A tack coat at the rate of 0.1 gallon/square yard before placing the surface shall be applied.
3. Surface Course shall be placed and compacted to a minimum finished layer thickness of 1 ½ inch with a self-propelled asphalt spreader and rolled in accordance with NYSDOT Specifications 402-3.04 and 402.3.07.

F. TEMPORARY ROAD CONSTRUCTION

1. Where construction sequences preclude the specified road construction items and these requirements for Certificates of Occupancy, a temporary road consisting of the specified road section less top surface course may be constructed.
2. This temporary road shall be reviewed by the Town Highway Superintendent and approved in writing prior to the issuance of any Certificate of Occupancy. The Town may accept dedication of the road if sufficient monies remain in the financial guarantee to top the road the next year.

G. CONTINUANCE OF EXISTING ROAD

1. When construction of a road is continued from an existing road or previous developed section, the pavements shall be joined with a triangular cut of at least 15 feet from edge of the pavement to the centerline of the old pavement. The intent of this provision is to eliminate any grade difference and make a smooth riding transition.
2. All pavement joints shall receive a tack coat before placing the binder or top course.

H. STABILIZED SHOULDERS

Stabilized shoulders shall be constructed to the dimensions shown on the typical sections. Construction methods shall conform to NYSDOT Specification 410-3.02. The base course shall consist of a wedge of crusher run stone with a single surface treatment. See Appendix H.

I. UNDERDRAINS

Underdrains shall be installed in conformance with NYSDOT Specification 605 and underdrain filter Type 1 per NYSDOT Specification 605-2.02.

J. CONCRETE GUTTERS AND SIDEWALKS

1. Concrete Gutters

- a) Concrete gutters shall be a minimum of 6 inches in depth and constructed true to the shape, line and grade on a thoroughly compacted base. The gutters may be constructed using a slip form method or in-place form work.
- b) Joints between sections shall be placed every 10 feet at right angles to the flow line and must be "wet struck" 1/8 inch wide and 3/4 inch deep. Full depth bituminous expansion joints shall be placed every 50 feet and at all structures or inlets.
- c) Gutters shall be broom finished before the joints are struck and the finish shall be consistent throughout the project.
- d) Gutters shall be cured and sealed by spraying with an approved curing and sealing compound at the rate recommended by the manufacturer.
- e) One coat of curing and sealing compound shall be applied when the work is complete and another coat after the gutters have set for 48 hours.
- f) The use of burlap or coverings for curing or protection is not acceptable until after the concrete has been sprayed and set.
- g) The gutters, prior to final paving, shall be flooded and checked for horizontal and vertical line and grade and finish. If any gutters are found to be constructed in an unacceptable manner by the Superintendent of Highways, they shall be removed and replaced.
- h) Gutter replacements shall conform to the existing gutter regarding finish and color.

2. Concrete Sidewalks

- a) Minimum 5 inches in thickness and constructed true to shape, line and grade. Sidewalks installed through driveways shall be 6 inches in depth and shall include 6" x 6" wire mesh (10 gauge) for reinforcement.
- b) Sidewalks shall be designed in conformance with the Americans with Disabilities Act (ADA) and the Federal Highway Administration.
- c) Minimum width shall be 5 feet or to match existing.
- d) The base shall be thoroughly compacted crusher run stone with a thickness of 6 inches. The base material shall extend 6 inches outside each edge of the concrete sidewalk.
- e) A cross slope of 1/4 inch per foot shall be maintained for positive drainage.
- f) Construction joints shall be wet struck at 5 foot increments and be 3/4 inch deep. Full depth bituminous expansion joints shall be placed every 25 feet and at all castings.
- g) Sidewalks shall be broom finished and have troweled edges with a corner radius of 1/4 inch. The finish shall be consistent throughout the project.

- h) Two coats of approved curing and sealing compound shall be applied. One coat immediately following the finish work and the second coat 48 hours later.

3. Testing

- a) The Contractor shall obtain in accordance with ASTM C-31 two samples from every other truck delivering concrete to the site and have the samples compression tested by an independent testing laboratory.
- b) Results of these tests shall be submitted to the Superintendent of Highways.

K. MONUMENTS

The monuments shall be installed at those locations shown on the approved final plat and as located in the field by a Licensed Land Surveyor. They shall be installed to a depth of at least 30 inches below finished grade with the top surface to be flush with finished grade. Upon the installation of the monuments the location shall be certified to the Town by a Licensed Land Surveyor as to their accuracy. See Appendix G.

L. FINAL GRADING

- 1. Upon satisfactory completion of the utilities and roads, the entire area within the right-of-way shall be raked, graded, seeded and mulched to the approved plans.
- 2. The site Contractor shall be responsible to fine grade the right-of-way and maintain erosion control. In those areas where home building has started, clean up, site maintenance and erosion control will then become the responsibility of the builder.
- 3. Debris and spoil banks created during the development (not home building) of the site shall be entirely removed and/or disposed of from the site. No burying of debris or material shall be allowed on approved or proposed building lots.

M. SIGNS

- 1. Street and traffic signs shall be supplied and installed by the Highway Department in accordance with standards outlined in the National Manual of Uniform Traffic Control Devices (including the New York State Supplement).
- 2. Signs and posts shall be ordered by the Highway Department for consistency throughout the Town. Upon receipt of signs, they shall be placed in the field by the Highway Department with sign, post and installation cost the responsibility of the Developer.

N. ROADSIDE DITCH PIPING GUIDELINES

Roadside ditches shall not be enclosed with drainage piping systems unless expressly approved by the Town of Canandaigua Highway Superintendent or designee. If roadside ditch piping is approved, proposed drainage system shall be adequate to pass appropriate design flood in the roadside ditch without adversely impacting Town Road and adjacent property owners. In no case shall a pipe be smaller than 12-inches in diameter. Maximum spacing for drainage structures shall be no more than 200-feet; increase structure spacing

may be required. All drainage piping and structures shall be installed on line and grade with existing upstream and downstream ditch inverts to adequately maintain existing roadside drainage. The need for safety slope end sections and/or culvert bar grates at drainage system ends shall be evaluated by the Town Highway Superintendent or designee. Headwalls of any kind shall not be placed at the drainage system ends.

ARTICLE V – DRAINAGE IMPROVEMENTS

5.0 DESIGN CONSIDERATIONS

A. GENERAL DESIGN CRITERIA

This section provides guidance for the design of storm drainage facilities within the Town of Canandaigua Municipal Separate Storm Sewer System (MS4). These facilities shall be designed to collect and transport the run-off from streets, lawns, paved areas, roof areas, and upstream areas while meeting the MS4 requirements. The developer is required to:

1. Follow the most current edition of New York State Stormwater Design requirements located in the New York State Stormwater Management Design Manual.
2. Complete and submit an MS4 SWPPP Acceptance Form (Appendix ST-2.0) to the Town of Canandaigua MS4 Program Coordinator for approval.
3. File for the latest version of the State Pollutant Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Construction Activities and submit a Notice of Intent (NOI) form to obtain permit coverage. A copy of the MS4 Acceptance Form is to be submitted to NYSDEC with the NOI. A copy shall also remain within the approved SWPPP.

B. HOUSE AND LOT STORM DRAINAGE

1. Finished ground level adjacent to house foundation wall shall be a minimum of one (1') foot higher than the edge of pavement or shall provide a minimum slope of 2% away from the foundation to a swale, culvert, or other collection system. Provisions shall be made for draining positively the surface of each lot by proper grading and construction of swales, ditches or drains. These items shall receive the same careful design attention as the street drainage system (see Appendix G).
2. Provisions shall be made for discharging roof and basement drainage into the street drainage system. This shall be accomplished with the use of storm sewer laterals. When gravity discharge from the basement drain cannot be obtained, sump pumps with appropriate check valves shall be installed.
3. Where storm sewers are not available, roof and basement drainage shall be discharged to splash blocks and be directed away from neighboring properties and foundations.
4. No laundry, sanitary, or kitchen wastes shall be discharged to a storm drainage system. No drain connections from garage floors shall be permitted to enter drainage swales or a storm drainage system.
5. Storm drain laterals shall have outside cleanouts.

6. Rear yard swales shall have a minimum grade of 2%. Where this cannot be provided, a concrete gutter may be required. Under no conditions will a grade of less than 1% be allowed for drainage swales.
7. Yard inlets shall be provided along swales to collect runoff from a maximum distance of three (3) lots or four hundred (400') feet (in any one direction), whichever is less.
8. Additional design requirements can be found under the Town of Canandaigua Steep Slope Protection Law (Chapter 220, Section 220-8).

C. STORMWATER MANAGEMENT FACILITIES

1. Stormwater management facilities (SMF), such as (but not limited to) artificial ponds and wetlands, shall be required to mitigate the impact of land development on downstream properties and drainage systems.
2. Stormwater management facilities and erosion control measures in all new land development shall be provided in compliance with the MS4 and NYSDEC requirements; and where the Town Engineer determines it is necessary in order to provide proper drainage and/or erosion control.
3. The Town reserves the right to establish particular parameters in each individual instance. The following represents the basic philosophy regarding the design of stormwater management facilities:
 - a) Requirements of the New York State Department of Environmental Conservation (NYSDEC) shall be considered and shall be used in cases where they are more stringent than the requirements presented in this document.
 - b) SMF's shall be designed to discharge not more than 90% of Pre-Developed runoff rates under Post Developed conditions.
 - c) Best manageable practices shall be implemented where possible.
 - d) All detention/retention facilities designs shall evaluate the impacts of a 2-year, 10-year, 25-year, and 100-year design storm.
 - e) All SMF's shall be designed so that a 100-year storm event is routed through the principal spillway in lieu of utilizing the auxiliary/ emergency spillway.
 - f) New York State Dam Safety Regulations, where applicable.
 - g) No developed area shall discharge more stormwater into adjacent culverts and channels than occurs under a predeveloped/natural condition.
 - h) The flow capacity of channels and culverts immediately downstream from a development does not necessarily govern the total drainage system capacity downstream.

4. A plan view and details are required to show the stormwater management facilities location, size, inlet structures, and outlet structures, as well as any appurtenances. An access easement may be required to be provided around all portions of the stormwater management facilities or the stormwater management facilities may be located on land dedicated to the Town.
5. Under some instances, the Town may recommend and/or negotiate a fee in lieu of constructing an on-site stormwater treatment facility with the Developer, particularly when nearby downstream regional stormwater management facilities already exist and have the capacity to handle additional stormwater or site restrictions on the applicants' property inhibit the installation of such a facility or for other site related/stormwater related reasons as directed by the Town. This fee shall be used for either maintenance improvements to the existing downstream facility into which the proposed development would contribute stormwater, toward the maintenance and/or development of drainage channels, culverts, etc., or toward the possible creation of a new downstream regional stormwater management facility if there appears to be a need for one in the area.
6. Snow storage needs should be considered in the design of the SMF.

D. WATER QUALITY & QUANTITY REQUIREMENTS

1. The Town of Canandaigua is supportive of initiative to preserve water quality in all major streams, creeks, and tributaries. Water quality initiatives are designed to reduce the thermal impacts, sediment load, and intrusion of pollutants into sensitive streams that support fish and wildlife habitat. Water quality preservation measures shall be incorporated into all developments either through construction of man-made wetlands, mechanical purification methods, or cash contributions to regional water quality facilities.
2. All development in the Town of Canandaigua shall incorporate water quality preservation measures into the design of the project as follows:
 - a) If the total project disturbance is 1-acre or more, the project will be required to meet the MS4 and NYSDEC General Permit requirements.
 - b) If the project involves the creation of 5,000 square feet or more of cumulative parking area, the project will be required to provide water quality preservation measures and be designed to evaluate the impacts of at least a 10-year design storm.
3. All development in the Canandaigua Lake Watershed Area with a distance of 500 feet or more away from the Canandaigua Lake shall incorporate water quality preservation measures into the design of the project as follows:
 - a) If the total project disturbance is 20,000 square-feet or more, the project will be required to provide water quality preservation measures and be designed to manage the impacts of a 2-year design storm.

4. For all development within the Canandaigua Lake Watershed, water quality preservation measures shall be designed to provide Enhanced Phosphorous Treatment as outlined in chapter 10 of the New York State Stormwater Management Design Manual.
5. The required water quality treatment volume shall be calculated as described in the latest edition of the “New York State Stormwater Management Design Manual”.
6. The use of mechanical treatment systems shall be considered upon review by the Town Engineer. If such mechanical treatment systems be approved, the developer must submit a Maintenance Agreement to assure the long-term care and cleaning of any mechanical treatment systems approved.

5.1 MATERIAL SPECIFICATIONS

A. GENERAL

The materials presented herein are deemed to be of satisfactory quality for installation within the Town. When other materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. STORM DRAINS

1. General Requirements:

- a) Minimum pipe size - 12 inch diameter*
- b) Minimum velocity when flowing full - 3 fps
- c) Maximum manhole and catch basin spacing - 300 lineal feet.
- d) In general, only natural waterways may be continued in open channels. Street drainage and other parts of a storm sewer system shall be in closed conduit. When gradient and tributary runoff require conduit greater than 36 inches in diameter, then open channel design may be considered after review by the municipality.
- e) All pipes shall be smooth bore.

*Any drains less than 12” must be justified with drainage calculations and shall be subject for review by the Town of Canandaigua Highway Superintendent and the Town Engineer.

2. Reinforced Concrete Pipe (RCP)

Shall be supplied in conformance with ASTM C-76 Class II. Joints shall be of the bell and spigot type with compression type joint ASTM C-443.

3. Polyvinyl Chloride (PVC) Pipe

Shall meet the requirements of ASTM D-3034 or ASTM F-679, minimum wall thickness SDR-35 with elastomeric gasket joint, ASTM D-3212. PVC pipe shall not be used as driveway culverts.

4. Corrugated Steel Pipe

All pipes shall be coated inside and outside and have joints made with connecting bands. Thickness gauge will be dependent on the load conditions, except that 16 gauge shall be the minimum allowable thickness.

5. High Density Polyethylene (HDPE)

All HDPE storm drainage pipes shall be corrugated with a N12 smooth interior and shall conform to AASHTO M-294. All fittings shall conform to ASTM D1248.

6. Storm Laterals

- a) PVC conforming to ASTM D-3034, with a wall thickness of SDR-35 and a minimum pipe diameter of 6 inches.
- b) Sump pumps and roof runoff shall discharge to storm laterals or, in the absence of storm sewers, to splash pads directed to side or rear yard drainage swales.

7. Catch Basin Leads

Shall be a minimum of 12 inches in diameter (see Appendix ST); cross-over pipes are to be 12 inch perforated. Catch basin leads shall only be connected to the storm sewers at manholes except in those areas where the storm sewer is 24 inches in diameter or greater. In these instances, the catch basin leads can connect directly to the pipe

- a) Reinforced Concrete Pipe.
- b) Polyvinyl Chloride Pipe (PVC).
- c) Corrugated Steel Pipe.

8. Underdrains

- a) Shall be a minimum of 4 inches in diameter, perforated polyethylene.
- b) Required on all Town Collector, Local and Industrial Roads unless determined to be unnecessary by the Town Highway Superintendent.

C. MANHOLES

- 1. All storm manholes shall be designed to accommodate the pipes entering and exiting the structures. A schedule of manhole diameters, inverts, and rim elevation shall be provided on the final plan

2. Manholes

- a) Precast reinforced concrete sections shall be manufactured in accordance with ASTM Specification C-478. Riser sections shall have tongue and groove ends and super "O" joints and gaskets conforming to ASTM C-443. Manhole bases may be pre-formed or poured in the field. Roof slabs shall be precast structural concrete, reinforced for H-20 loading and 30 percent impact loading. A 24-inch diameter hole shall be eccentrically located in the roof slab. In place of preformed openings in base sections, flexible manhole sleeves (rubber boots/A lok) cast directly into the base walls may be used with compatible pipe material.
- b) All manholes shall be sealed inside and outside completely with two coats of heavy-duty water repellent protective coating which complies with ASTM Specification D-450, Type B.
- c) Manholes constructed of other materials shall be considered for approval following a review of said manhole construction. In specifying these manholes, the Developer's Engineer shall submit adequate design data and/or shop drawings to substantiate the materials.

3. Manhole Ladders and Steps

- a) Manhole ladders or steps shall be provided in all sanitary and storm manholes and shall be constructed of one of the following materials.
 - i. Non-corrodible, aluminum magnesium alloy ladders, with intermediate supports at 5-foot intervals.
 - ii. Forged aluminum with drop front design and grooved tread surface.
 - iii. Nylon/Co-Polymer Polypropylene with steel reinforcement manhole steps.
 - iv. Cast iron steps shall not be used.
- b) Steps shall be cast into the walls of riser sections and shall be aligned in each section to form a continuous ladder with rungs equally spaced vertically in the assembled manhole at a distance of 12 inches apart. The first step shall be a maximum of 32 inches from the manhole cover. Step alignment less than 1" (vertical) alignment tolerance in all manholes.

4. Frames and Covers

a) Storm Manhole Frames and Covers

Shall be Neenah R-1723 or East Jordan Casting No. 1203 with a vented cover or other approved equal. The inside diameter for clearance shall be a minimum of 24 inches.

b) Catch Basin Frames and Grates

- i. Shall be rectangular, galvanized (ASTM A-123) and sized to fit gutter inlets or field inlets. The gutter grates shall be NYSDOT size no. 9 to fit the catch basin inside dimensions of 24" x 24". The minimum field inlet shall be NYSDOT size no. 9 to fit a field inlet of 24" x 24" inside dimension.
- ii. Catch basin manholes shall be set to allow a NYSDOT size no. 9 grate to be installed.
- iii. Catch basins shall be placed at all low points and intersections with maximum spacing of 300 feet.
- iv. Frames and grates shall be as specified in NYSDOT Specification Drawing 655-6R1 and Section 655 of the NYSDOT Standard Specification Manual. All grates shall be bolted to the frames.

P. EQUIVALENTS

1. Any material and manufacturer substitutes are to be provided in advance to the Town Highway Superintendent for review and approval.
2. For any project it will be assumed that the Developer will furnish the exact materials specified on the plans and specifications unless the Developer files with the Town of Canandaigua Highway Superintendent prior to any use in the development, the names and complete description of each article which he proposes to substitute for approval by the Town.
3. Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.

5.2 INSTALLATION OF IMPROVEMENTS

A. PIPE INSTALLATION

1. Line and Grade

All pipes and appurtenances of whatever character shall, when set, conform to the alignments and grades required by the Design Engineer. All of the required special castings and other fixtures that are indicated upon the plans, or that may be required during the progress of the work, shall be installed in their proper positions. Wye connections may be stone encased with the approval of the Town of Canandaigua.

2. Laying Pipe and Castings

The Contractor shall use suitable tools and appliances for the safe and convenient handling and laying of all utilities and appurtenances. All pipes and castings shall be carefully examined by the Contractor for defects and no pipe or casting which is known to be defective shall be laid. All PVC pipe shall be glossy with the manufacturer's marks legible. If defective pipe or castings should be discovered after being laid, these shall be removed and replaced with sound pipe or castings. The pipes shall be cleaned before they are laid and shall be kept clean until they are accepted with the completed work. All ends of the pipes shall be watertight capped to exclude water and debris from entering the pipes except during the actual pipe laying.

Sewers shall be built to the lines and grades between manholes as shown on the project drawings. The Contractor shall provide sufficient grade control to properly install the pipe and appurtenances. Sewer pipe shall be laid upgrade with spigots placed in the direction of flow. All pipes shall be fitted together to form a smooth, even invert. Pipes disturbed after laying shall be removed and relaid.

After the pipe has been placed and adjusted to line and grade, the bed shall be trimmed to support the pipe for its entire length. Material used for bedding shall be thoroughly compacted under the bottom and the haunches of the pipe. The trench shall then be backfilled to above the top of the pipe and carefully compacted to hold the pipe in position.

3. Cutting Pipe

Whenever it may be necessary to cut any straight pipe for any purpose, cutting shall be done to the satisfaction of the Engineer in such manner as will not cause any cracking of the pipe.

B. MANHOLE CONSTRUCTION

1. General

- a) Manholes shall be constructed of the size, type and at the locations shown on the Plans, or as designated by the Design Engineer in the field.
- b) The manhole bed shall be excavated level and include a minimum of 6 inches of crushed stone.
- c) Manhole risers and flat slab covers shall be precast reinforced units. Manhole bases may be precast "Monobase" or field poured with 3,500 psi concrete.
- d) Eccentric cone sections may be used on the top of manhole riser sections if the inside height dimension from the bench wall to the bottom of the eccentric section exceeds 8 feet.
- e) Interior and exterior concrete surfaces shall be sealed by the supplier and touched up or recoated by the Contractor with like material.

- f) Any pipe entering a manhole shall be neatly cut before installation in the manhole. Pipe shall not be "chipped off" after installation.
- g) All openings and joints in the manhole sections shall be completely filled once the sections are set, with non-shrink grout* and enhanced with Xypex Admix, and after grout is cured, sealed with 2 coats of approved bitumastic coal tar sealer.

*When PVC is used all openings around pipes shall be completely filled with 100 percent epoxy non-shrink grout.
- h) Before each barrel of the manhole is set, the joint shall be cleaned and the barrel correctly aligned, so that the steps form a continuous ladder. The first step shall be a maximum of 30 inches below finished grade and continue to the top of the bench wall.
- i) It is the intent of these specifications that manholes are constructed which will exclude all ground water, by means of carefully constructed foundations, tight barrel joints and the coating of the inside and outside of the manholes.

2. Frames and Covers

The frames shall be firmly set in a bed of not less than one full inch of cement mortar and adjusted to the finished grade. The manhole frame may be set directly on the concrete roof slab, providing the top will be at the proper grade; otherwise, precast concrete spacers or bricks shall be mortared to the roof slab to raise the frame to the proper grade. A maximum of three courses of spacers or bricks shall be used to adjust the frames and grates to the proper grade.

3. Inverts

Inverts shall be constructed in all manholes. The inverts may be constructed of the mainline pipe or brick (Grade SS) and shall be the depth of the pipe. When PVC material is used, all brick, concrete or other masonry material that interfaces with the PVC shall be adhered to the PVC with 100 percent epoxy non-shrink grout. Manholes with 2 or more inverts shall have a smooth transition of flow.

4. Drop Manholes

Wherever the invert of the entering sewer is more than 2 feet above the invert of the outlet sewer, it shall be connected with a vertical outside drop with a clean-out pipe half bricked up. When drops are placed, the entire excavation around the drop pipe shall be filled with stone encasement extending not less than 2 feet along the main sewer.

The clean-out opening in the barrel of the manhole shall be cut in after the manhole wall pipe is in place and the joint between the clean-out pipe and the manhole wall shall be thoroughly sealed with cement mortar on the inside and bituminous joint material on the outside.

5. Shallow Sewer Manholes

Where any manhole is less than 4 feet from invert to bottom of roof slab, the Contractor is to provide a manhole as shown in Appendix S. The roof slab shall be precast structural concrete reinforced to withstand a concentrated H-20 load plus 30 percent impact. The slab shall be formed to fit into the ends of the vertical pipe and shall have a full bearing for its entire circumference.

6. Sealing of Manholes

All manholes shall be sealed with two (2) coats of approved bitumastic coal tar sealer as applied by the manhole manufacturer to the entire interior and exterior surfaces in minimum dry thickness of 11 mils per coat. Application shall be in accordance with the coating manufacturer's recommendations and shall be certified thereto by the suppliers. Before placement in the field, abraded areas shall be touched up with two coats of like material by the Contractor. Covers and other exposed surfaces shall also be coated in the field. Improper materials or coating thickness shall be cause for rejection of manhole sections.

C. CATCH BASINS

1. General

- a) Catch basins shall be constructed as shown in the Appendix H or as shown on the plans for special conditions. Catch basins shall be constructed of precast concrete.
- b) All catch basins shall be coated inside and outside with two coats of heavy-duty coal tar sealer.
- c) Catch basins within the Canandaigua Lake Watershed shall be marked with a permanent metal storm drain marker which states "No Dumping – Drains to Lake," or similar text approved by the Town Highway Superintendent.

ARTICLE VI – EROSION & SEDIMENT CONTROL

6.0 DESIGN CONSIDERATIONS

A. GENERAL

In order to assure that the surrounding properties and watercourses will not be subjected to siltation or erosion the Developer shall be required to follow certain erosion control practices. Such procedures may include, but are not limited to:

1. All construction projects shall be designed, installed and maintained per the requirements set forth in the latest edition of the “New York Standards and Specifications for Erosion and Sediment Control Manual”.
2. A detailed construction sequence outlining the individual steps to be taken during construction shall be provided on the erosion and sediment control plan (see Appendix G for an example of a construction sequence).
3. Best management practices shall be utilized that are consistent with the latest edition of the “New York Guidelines for Urban Erosion and Sediment Control”.
4. Water quality measures shall be utilized during the construction of all projects that meet the requirements of Section 5.0 of this Article.
5. Erosion and sedimentation control plans should be designed to mitigate any impacts to downstream properties and receiving waters.
6. Where possible, a finished grade should be established and then top-soiled and seeded as quickly as possible.
7. Installing stormwater management facilities (SMF) prior to grading operations.
8. Installing and maintaining all perimeter erosion and sediment control measures prior to any ground disturbance such as silt fencing and temporary sedimentation basins at all points of storm water discharge from the property.
9. Minimize site disturbance by conserving as much natural vegetation as possible limiting the area of disturbances to the smallest practical area of land at any one time during development.
10. Provision for temporary vegetation and/or mulching to protect critical areas.
11. Provisions for adequate drainage and management facilities to treat, retain, and convey the increased runoff caused by changed soil and surface conditions during and after development.
12. Installation of permanent final vegetation and structures as soon as practical.
13. Provision of adequate protective measures when slopes in excess of 15% are graded; and minimizing such steep grading.
14. Provision for interceptor swales and sedimentation basins along the lower edges of all developments, and these shall be shown on the plans.

B. Development in the Canandaigua Lake Watershed (CLW):

1. Development that requires post construction water quality measures such as SMFs, the developer is required to provide daily observation of the site by a NYS Licensed Professional Engineer or a Certified Persons in Erosion and Sediment Control (CPESC). These observations are to be in conformance with the NYS SPDES General Permit (most recent version) and Town of Canandaigua MS4 requirements and shall continue until such time that the mass grading of that section or phase is completed and all stormwater management components of the approved project SWPPP are installed and functioning.
2. Development in the CLW that does not require post construction water quality measures but disturbs at least 1 acre and have been determined by the Town Code Enforcement Officer (CEO) to have a high erosion risk are required to provide observation of the site at least two times per week (separated by at least two calendar days) by NYS Licensed Professional Engineer or CPESC. These observations are to continue until such time that all stormwater management components of the approved project SWPPP are installed and functioning.
3. Reduced observation frequency shall be only authorized by the Town CEO with consultation of approved governing agencies (Watershed Inspector, Watershed Program Manager, Town Engineer, etc.) after written request by the developer. These observations do not relieve the developer of the stormwater requirements per the NYS SPDES General Permit (most recent version). The observer will report any site compliance issues or deficiencies to the Town CEO. The CEO reserves the right to review the qualifications of the observer.
4. Development in the CLW that will disturb more than 5 acres at one time and have received a 5-acre waiver (written approval) from the Town of Canandaigua (MS4) shall be required to coordinate the regular stormwater observations (required by the NYS SPDES General Permit) with the Watershed Inspector and the Watershed Program Manager.
5. Developments that disturb less than 5 acres at one time may be inspected periodically by the Watershed Inspector and Watershed Manager to verify that all SWPPP components are installed properly and that the site is not contributing to the contravention of water quality standards.

ARTICLE VII – SANITARY IMPROVMENTS

7.0 DESIGN CRITERIA

A. GENERAL

The materials intended to establish the degree of excellence are herein included are deemed to be of satisfactory quality for installation within the Town. When alternative materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS

1. Individual On-site Wastewater Treatment Systems

Where public sanitary sewers are not available, individual on-site wastewater treatment systems shall be designed and must conform to the minimum requirements established by the New York State Department of Health per Appendix 75-A of Part 75 Chapter 11 of Title 10 effective 12/1/90 or the latest revisions thereof and/or the Department of Environmental Conservation Design Standards for Wastewater Treatment Works (1996), and Town Code, respectively, and any other agency or authority with jurisdiction.

- a) Individual on-site wastewater systems proposed within the Canandaigua Lake Watershed must additionally conform to the requirements and procedures adopted by the Canandaigua Lake Watershed Commission and enforced by the Canandaigua Lake Watershed Inspector.
- b) Provisions may be required to make the individual house plumbing for connection to future sanitary sewer system.
- c) A “dry” sanitary sewer system may be required in those areas that are adjacent to proposed trunk sewers established in the Town of Farmington Sewer Master Plan.
- d) Leach lines shall not cross over or under water, gas or storm laterals, nor be located underneath the driveway area.
- e) Must be designed by a New York State Licensed Professional Engineer.

2. Alternate Systems

Alternate systems may be submitted for review by the New York State Department of Health with the following additional restrictions by the Town of Canandaigua:

- a) Any fill or built-up (Raised Bed) system shall have a taper section ending a minimum of 100 feet from any property line.

- b) Fill limits shall include a minimum 50% future expansion area.
- c) Fill systems require percolation tests, completed by a New York State Licensed Professional Engineer, in the in-situ fill and placed fill after it has been in place for at least six months and over at least one winter season.
- d) Detail plans for all individual on-site wastewater treatment systems associated with developments defined as subdivisions by the Public Health Law shall be subject to the approval of the New York State Department of Health.

C. PUBLIC SANITARY SEWERS

1. Generally, all public sanitary facilities and installations within the Town of Canandaigua are under the jurisdiction of the Ontario County Department of Public Works (Canandaigua Lake County Sewer District). Accordingly, all design, material, construction and testing shall be performed in accordance with and are subject to the standard specifications of and subject to acceptance by this Agency.
2. A small geographic area of the Town of Canandaigua is tributary to the Town of Farmington. In this area all design, material, construction and testing shall be performed in accordance with and are subject to the standard specifications of and subject to acceptance by the Town of Farmington Sewer Department.
3. Detail plans for all public sanitary sewage facilities are to meet the requirements of and are subject to the approval of the New York State Department of Health and the New York State Department of Environmental Conservation.

ARTICLE VIII – CONSTRUCTION REQUIREMENTS

8.0 GENERAL

Once the Planning Board has granted final approval and before the issuance of permits, the Developer, so as to assure the proper and timely completion of the required improvements, shall submit the following:

- tender of dedication and deeds to all streets
- easements
- agreements
- irrevocable Surety

Once this information is provided a preconstruction meeting is then scheduled.

A. Pre-Construction Meeting

1. A pre-construction meeting shall be requested by the Developer and scheduled through the Development Office and Code Enforcement Officer or a Town Representative prior to the start of construction of a development. The Developer, his Contractor and Design Engineer shall meet with all utility representatives, the Town Code Enforcement Officer, Town Engineer, appropriate Department representatives and project observers to discuss the overall project, its impacts and schedules. A schedule of construction shall be presented in writing at this meeting by the site contractor. Meeting minutes will also be taken and filed with the project as an accurate summary of the discussion.
2. Prior to scheduling a pre-construction meeting, the following items are to be completed:
 - a) Plans must be signed by all required parties.
 - b) If required by the Planning Board, a surety is to be provided to the Town Development Office for review and processing in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F).
 - c) Approved Stormwater Pollution Prevention Plan (SWPPP) and signed MS4 SWPPP Acceptance Form.
 - d) All required agreements and easements have been submitted for review.
 - e) State Historic Preservation Office (SHPO) compliance letter “No Impact” where applicable, is to be provided.
 - f) Building Permit application completed and submitted to the Development Office.
3. Developments within the Canandaigua Lake Watershed will require the attendance of the Canandaigua Lake Watershed Inspector and the Canandaigua Lake Watershed Program Manager at the pre-construction meeting.

B. Construction Schedule

The Developer shall provide a construction schedule showing the order in which work will be completed at the pre-construction meeting. The schedule shall be reviewed at the pre-construction meeting, revised and resubmitted if necessary. No work will begin until a schedule is acceptable to and is on file with the Town Development Office.

C. Permits

The Developer shall secure all necessary permits from the Town including Highway and Water Departments, and any other agency who may have authority over any work prior to the start of construction.

D. Offers of Dedication

The developer shall tender offers of dedication in a form satisfactory to the Town Attorney of all land included in streets, highways or parks, not specifically reserved by him. Approval of a Plan by the Planning Board shall not constitute an acceptance by the Town Board of the dedication of any street; highway, utility, park or other public's open space.

E. Surety/Letter of Credit – Large Projects

A Surety/Letter of Credit furnished for the installation of the required improvements shall be in the amount as determined by the applicants design professional, stamped and signed by a NYS Licensed Professional, and reviewed by the Town Engineer as to form, sufficiency and manner of execution. The Surety/Letter of Credit shall be issued in favor of the Town of Canandaigua and shall assure the complete installation of the required improvements within a specified period, not longer than three years. The Surety/Letter of Credit shall be issued to the Town for an initial minimum period of one year.

The Surety must be accepted by the Town Board before the Site Development Permit is issued.

The amount shall include but not be limited to the following items:

- Total estimated construction cost of all utilities, laterals, water services, roads, gutters, earthwork, drainage and stormwater mitigation improvements, etc.
- Minimum 10 percent contingency factor.
- Engineering and construction observation charges will be a minimum of 6 percent based on the project complexity and construction schedule.
- Street signs and surveyor's monuments.
- Record drawings & GIS information of installed facilities.

F. Special Sureties – Small Projects

1. General

Special Sureties shall be a form of surety guaranteeing that the plan is executed according to the final approval. In the event that the execution is not consistent with the approved plan the surety shall be exercised by the Town to construct the required elements.

- a) The Town Clerk may receive the Surety in the form of a Bank Check.
- b) The Surety shall be in the amount as determined by the applicants design professional, stamped and signed by a NYS Licensed Professional, and reviewed by the Town Development Office if under \$20,000.00 and if greater than \$20,000.00 reviewed by the Town Engineer, as to form, sufficiency and manner of execution.
- c) All special sureties require the review and approval of the Town Attorney prior to being processed.
- d) All special sureties received by the Town of Canandaigua will be reviewed and processed in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F) [including the most recent amendments] and must be accepted by the Town before the Site Development Permit is issued.

2. Erosion Control Guarantee

All projects shall provide an erosion control plan designed to meet the requirements of the New York State Department of Environmental Conservation or other authorities having jurisdiction. The developers engineer shall provide an engineer's estimate of the cost to execute the plan as approved by the Planning Board, for review. An Erosion Control Surety in an amount approved by the Town will be required prior to the issuance of a site development permit.

3. Landscaping Guarantee

The developer shall provide an estimate of the cost to execute the approved landscaping plan, as approved by the Planning Board, for review. A Landscaping Surety in an amount approved by the Town will be required prior to the issuance of a site development permit.

8.1 METHODS OF RELEASE OF FINANCING SECURITY

A. Surety/Letters of Credit – Large Projects

The procedure required for the release of funds is as follows:

- 1 Submission of periodic construction cost estimates by the Contractor and Developer to the Town of Canandaigua Code Enforcement Officer, Town Highway & Water Superintendent, and the Town Engineer.

2. The site shall be reviewed by the Town Code Enforcement Officer, Town Highway & Water Superintendent, Town Engineer, and Developer's agents to review the comparison of the work completed to the monetary value of the requested release of funds.
3. The Developer's Engineer, Developer, Town Code Enforcement Officer, Town Highway & Water Superintendent, and Town Engineer shall approve in writing all requests for release of funds up to 90 percent of the total amount of an item. (See Appendix G for Town of Canandaigua Letter of Credit Release Form)
4. The Town Engineer, upon completing a coordinated review with the Town Code Enforcement Officer and Town Highway & Water Superintendent, shall then submit a completed Town of Canandaigua Surety/ Letter of Credit Release Form, Applicants Engineers Estimate, and a letter of recommendation to the Town Development Office and Town Clerk. All releases are to be processed with the Town's Planning Board for recommendation to the Town's Fiscal Office for release of funds. Approval by the Town officials for authorized periodic payments is not to be construed as acceptance of the work completed to date.
5. Partial release from the Surety/Letter of Credit may be granted by the Planning Board as individual components of the subdivision development are completed. This shall not be construed as acceptance of the work by the Town.
6. If the required improvements are not completely installed within the period fixed or the extended period approved by the Planning Board or Town Board, the Town Board may declare the Surety/Letter of Credit in default and collect the amount payable thereunder. Upon receipt of such amount, the Town shall cause installation of the improvements covered by the Surety/Letter of Credit and as commensurate with the extent of building development that has taken place in the subdivision, not exceeding the monetary value of the Surety/Letter of Credit.

B. Special Sureties – Small Projects

The procedure required for the release of funds is as follows:

- 1 Submission of a request for release of a special surety by the applicant and/or representative is to be provided to the Town Development Office.
- 2 The site shall be monitored by the Town Code Enforcement Officer, Town Highway & Water Superintendent (where applicable), Town Engineer (if requested by the Town), and Developer's agents, to review the comparison of the work completed to the monetary value of the requested release of funds.

a) Erosion Control Guarantees

Release of the Erosion Control Guarantee shall be made following the completion of the approved work and the successful establishment of a permanent vegetative cover over all the disturbed areas.

b) Landscaping Guarantee

Release of the Landscaping Guarantee shall be made one year after verification of the successful planting and survival of the proposed elements.

3 Once the requested release is authorized by the Town Code Enforcement Officer:

a) If the requested surety amount is less than \$20,000

- The Town Code Enforcement Officer will
 - Prepare a letter of recommendation regarding the approved dollar amount to be released.
 - Sign the Town of Canandaigua Surety Release Form for Special Sureties.
 - Forward the letter of recommendation and signed surety release form to the Town Clerk.
- The Town Clerk will forward to the Planning Board for review and authorization.
- Once authorized by the Planning Board and returned to the Town Clerk, the release request will be processed in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F) [including the most recent amendments].

b) If the requested surety amount is greater than \$20,000

- The Town Code Enforcement Officer will forward his approval of the release to the Town Engineer.
- The Town Engineer will review the requested release amount with the approved estimate and prepare a letter of recommendation regarding the approved dollar amount to be released.
- The Town Engineer will forward the letter of recommendation and Town of Canandaigua surety release form to the Town Clerk.
- The Town Clerk will forward to the Planning Board for review and authorization.
- Once authorized by the Planning Board and returned to the Town Clerk, the release request will be processed in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F) [including the most recent amendments].

4 For Final Releases please refer to Article IIX Requirements for Dedication

8.2 FORMATION OF DISTRICTS

- A. Between the interval of preliminary and final approvals of the land subdivision plat, the Developer shall:
1. Petition the Town Board for the creation of districts or extensions of districts as necessary for a given development. Those districts or extensions may include water, sewer, drainage, sidewalks, lighting and/or any particular district created for a specific purpose.
 2. Coordinate with Canandaigua Lake County Sewer District and/or the Town of Farmington Sewer Department, which manage sewage facilities within the Town of Canandaigua as the Town of Canandaigua does not operate and maintain sanitary sewer systems.
 3. In order to preserve the continuity and format of the application of the districts to the various governing authorities, the Town Attorney and Town Engineer are required to review the necessary documents and maps and the Town Clerk will be responsible for publication and filing requirements. All costs for the formation of these districts shall be paid by the Developer to the Town of Canandaigua within 30 calendar days of its receipt of a bill therefore.
 4. Required improvement districts must be extended or created by the Town Board before the signature of the Planning Board Chairperson may be affixed to the approved subdivision plan.

8.3 FORMATION OF EASEMENTS

- A. If easements are required on a project, the following procedure will be followed:
1. The developer will have his NYS Professional Engineer and/or NYS Licensed Professional Surveyor prepare easement maps and legal descriptions of all of the easements associated with the development.
 2. The easements and legal descriptions are forwarded to the Town Engineer for technical review.
 3. After technical review by the Town Engineer, the easement maps and legal descriptions are sent to the Planning Board Attorney to assure that the appropriate legal language is incorporated into the documents.
 4. The Planning Board Attorney will then contact the developer's attorney to work out any concerns associated with the easement descriptions.

5. If any revisions to the easements are needed they are made by the developer's engineer or surveyor then resubmitted to the Planning Board Attorney for re-review. The Planning Board Attorney shall provide approved easements to the Town Board for review and acceptance.
6. Either the Planning Board Attorney or the Town Clerk will duly file the final easements and the charge of such will be borne by the developer.

8.4 CONSTRUCTION OBSERVATION

Before any construction begins on a subdivision or facilities to be dedicated to the Town, a pre-construction meeting in conformance with Section 9.0 must be held to address the Plans and intended improvements. The installation of improvements and development of any land shall be subject to construction observation at all stages by representatives of the Town. For such purposes free access shall be accorded and requested information shall be promptly submitted. All costs of construction observation, including testing of materials, shall be paid for solely by the Developer. The Developer in either the Surety/Letter of Credit or Check shall provide a sufficient sum for the project observation costs.

8.5 HARDSHIPS

Where the Planning Board finds that because of unusual circumstances of a proposed development extraordinary hardship may result from the strict compliance with these regulations. The applicant should refer to the Code of the Town of Canandaigua for procedure regarding this issue.

8.6 BUILDING PERMIT & CERTIFICATES OF OCCUPANCY

All requirements of the Town of Canandaigua dedication process (Appendix G-9.0), including the construction of the road base materials, gutters (where required), sidewalks, lighting, and utilities, including Town Board acceptance of the items to be dedicated, are to be completed prior to the issuance of a Building Permit or at the discretion of the Town of Canandaigua.

Certificate of Occupancy for new single or multi-family dwellings or additions therein, or new commercial buildings or additions therein, shall also require the following:

1. All lawn areas shall be seeded and established and the site stabilized to meet the NYSDEC and Town of Canandaigua MS4 requirements prior to issuance of a Certificate of Occupancy, or at the Town's discretion which may be authorized when a suitable surety has been received.
2. A certified boundary survey, prepared by a licensed professional, be provided and include the following information:
 - a. Locations of all monuments, markers, pins, and pipe markers for the lot, and the distances of these items from the lot lines.

- b. An as-built outline of the dwelling and all associated structures, with dimension lines shown extending from each structure to all boundary lines.
- c. Finished elevations for the dwelling, and all attached and detached garages.
- d. Locations of the following site features (if present on site): driveways, sidewalks, fences, retaining walls, stairs, and decks.
- e. Locations of the following utilities and utility structures (if present): watermain, water service (including curb stop), private well, sanitary sewer, sanitary lateral, septic tank, distribution box, pump station, leach field, storm sewer, storm lateral, downspouts and leaders (including discharge points), electrical pull boxes, transformers, utility poles, and overhead wires.
- f. As-built contours at 1' intervals for the developed/altered portion of the lot. Contour information for the remainder of the lot may be from existing surveys or GIS data, and should be presented at an interval appropriate to adequately convey the shape of the land, and at a maximum interval of 10'.

ARTICLE IX - REQUIREMENTS FOR DEDICATION

9.0 GENERAL

- A. Prior to the closing out of a project, the expiration of a surety, authorizing final release of a surety, and dedication to the Town, a final inspection is to be completed by the Town Highway & Water Superintendent, Code Enforcement Officer, and Town Engineer (upon request). The Town of Canandaigua Final Inspection Form (Appendix G) is to be completed and provided to the Town of Canandaigua Development Office, Town Clerk, and the Town Engineer for processing.
- B. In addition, prior to dedication taking place, the Town Attorney shall notify the Town in writing that all legal aspects of the project have been satisfied.

9.1 MONUMENTS

Monuments shall have been set in their required locations and certified by the applicants NYS licensed Professional Land Surveyor.

9.2 GRADING

Final grading and hydroseeding and mulching to achieve full stabilization shall be completed within the right-of-way and all spoil removed from the site.

9.3 LANDSCAPING

All landscaping is to be completed as per the approved plans and inspected by the Town of Water and Highway Superintendent, Code Enforcement Officer, and Town Engineer when applicable. All street trees are to be of an approved specie or approved equal by the Town Highway & Water Superintendent.

9.4 STREET SIGNS

Permanent street signs, of the same specifications as those of the Town Highway Department, shall be erected at each intersection by the Highway Department and paid for by the developer.

9.5 EASEMENTS & AGREEMENTS

Prior to issuance of permits, all easement descriptions and maps are to be provided to the Town Development Office, reviewed and approved by the Town Engineer and Town Attorney, accepted by the Town Board, and filed with the County Clerk and Town Clerk.

All right-of-way descriptions, maps, deed(s), and stormwater maintenance agreements are to be provided to the Town Development Office, reviewed and approved by the Town Engineer and Town Attorney and accepted by the Town Board prior to authorizing final release of a surety, the expiration of a surety, and dedication to the Town.

Should any new easements or easement revisions be required due to field changes or other construction related deviations, said easements shall be reviewed, approved, and filed in accordance with the above process prior to the final release of a surety, expiration of a surety, and dedication to the Town.

9.6 RECORD DRAWINGS

- A. Four (4) prints of the record drawings and one (1) digital copy of the information in compliance with the list of requirements below shall be submitted to the Development Office for processing. The Record Drawings are to be provided to the Highway & Water Superintendent, Code Enforcement Officer, and Town Engineer for review and approval.
- B. Once approved, four (4) copies of the record drawings and two (2) CD's containing the digital information is to be provided to the Town of Canandaigua Development Office for distribution (Development Office, Town Clerk, Town Engineer, and Highway & Water Superintendent).
- C. The following requirements are to be provided to insure consistency with the Town of Canandaigua GIS program and to facilitate addition to the Town of Canandaigua's GIS Online Website:
 - 1. All survey data to be in NAD 83 coordinates. NY Central projection units – US Feet.
 - 2. All elevations to be based on NAVD 88 Othometric Heights.
 - 3. A minimum of one site benchmark will be established.
 - 4. All infrastructure dedicated to the Town of Canandaigua is to include but not limited to: monuments and pins delineating dedicated Town of Canandaigua properties, fire hydrants, storm & sanitary manholes, catch basins, water valves, curb stops, sewer cleanouts, light poles and stormwater management facilities.
 - 5. Delivered to the Town of Canandaigua in a .dwg format that include the following attributes with each structure:
 - Northing
 - Easting
 - Ortho Height
 - Point Code
 - Point I.D.
 - Material
 - Manufacturer
 - 6. All required points and attributes are to be included in separate files in either .csv or ascii format so that they can be processed and uploaded onto the Town of Canandaigua's GIS Program.
 - 7. Water line record information to be delivered in a .dwg format with attribute data to include length of line, material and size.

8. Sanitary sewer line record information to be delivered in .dwg format with attribute data to include length of line, material, size, inlet line, outlet line, slope line, and flow direction arrows.
9. Storm sewer line record information to be delivered in .dwg format with attribute data to include length of line, material, size, inlet line, outlet line, slope line, and flow direction arrows.
10. All data is to be delivered to the Town of Canandaigua on a CD/DVD and a .dwg format digital file.

D. The following Record Drawing information shall be provided as described:

1. Locations and Elevations of all sanitary/storm manholes, catch basins, culvers, this includes invert and top elevations of *sanitary sewers*, watermain, storm sewers, slopes, size and lengths.
2. Locations and Elevations of all water system valves, curb boxes, fire hydrants, *sanitary sewer lateral and main connection at wyes*, *sanitary sewer clean-outs*, storm lateral, water service line and curb box, street signs.
3. Finished Elevations and slopes of road surfaces and gutters, including road name and curve table.
4. Locations and finished elevations of all dedicated stormwater management facilities and outfall structures.
5. Locations of all light poles and sidewalks.
6. Liber/page number of any easements or right-of-way and including floodplain numbers.
7. Any other significant details affecting the operation or maintenance of any system by the town or districts.
8. All record data and test results shall be supplied to the Town/Districts and are subjected to review and approval at least 15 days prior to any dedication procedure.

If the developer cannot provide the record information as detailed above the Town may elect to complete the record information at the Developer/owners expense.

9.7 MAINTENANCE GUARANTEE

- A. The submission and acceptance of a two (2) year Maintenance Surety *or the use of 10 percent of the value of the dedicated items in the established Letter of Credit (LOC)* for the project, for all improvements to be offered to the Town for dedication. Maintenance sureties shall be written by a surety licensed to do business in New York State and they shall be in the amount of 10 percent of the dedicated items. [The Maintenance surety shall

be approved as to form and content by the Town Attorney prior to any dedication procedure and final release of funds.]

9.8 DEDICATION PROCESS

A. Prior to the Town Board taking dedication, the following items are to be completed:

1. A final inspection and completion of the Final Inspection Form (Appendix G) is to be performed by the Town of Canandaigua including Highway & Water Superintendent, Code Enforcement Officer, and Town Engineer (upon request from the Town), to confirm all proposed dedicated items have been completed and constructed per the approved plans and Town requirements.
2. The submission and acceptance of a two (2) year Maintenance Guarantee for all improvements to be offered to the Town for dedication. Maintenance sureties shall be written by a surety licensed to do business in New York State and they shall be in the amount of 10 percent of the dedicated items.
3. The submission of all testing results to the Town Development Office and Highway & Water Superintendent.
4. Acceptance of project Record Drawings and GIS information meeting the Town of Canandaigua requirements.
5. All R.O.W. descriptions, easement(s) and deed(s), bills of sale, maps, and agreements reviewed and approved by the Town Attorney and provided to the Town Board.

9.9 FINAL RELEASE OF SURETY

A. Prior to final release from the Surety, the following items are required to be completed as described above:

1. A final site inspection and completion of the Town of Canandaigua Final Inspection Form (Appendix G).
2. A two (2) year Maintenance Guarantee & Acceptance by Town Board
3. Easements and Agreements Approved and filed
4. Certified Record Drawings & GIS Information
5. Acceptance of Dedication by Town Board
6. Payment of all outstanding fees

- B. If the required improvements are not completely installed within the period fixed, or the extended timeframe approved by the Town Board, or the submitted Final Inspection Form identifies deficiencies, the Town Board may declare the Surety or Maintenance Guarantee in default and collect the amount payable thereunder. Upon receipt of such amount, the Town shall install such improvements as were covered by the Surety or Maintenance Guarantee and are commensurate with the extent of building development, which has taken place in the subdivision, not exceeding in cost, however, the amount collected upon the Surety or Maintenance Guarantee.

ARTICLE X - GUIDELINES & REQUIREMENTS

10.0 STEEP SLOPE PROTECTION LAW

The purpose of the Steep Slope Protection Law is to conserve the sensitive environment of steep slope areas, and to regulate land use within these areas in a manner which protects the public interest by minimizing detrimental effects of land disturbance and development to steep slopes. All projects are comply with this section of the Town Code (§220-8).

10.1 SHORELINE DEVELOPMENT GUIDELINES

These development guidelines are specific to development in the Residential Lake District (RLD) and apply to all projects that require site plan review in the RLD in accordance with Article VII of the Town of Canandaigua zoning Law.

10.2 RIDGELINE DEVELOPMENT GUIDELINES

These development guidelines are designed to protect the natural scenic vistas and ridgelines. These guidelines apply to all projects that require site plan review in accordance with Article VII of the Town of Canandaigua zoning Law.

10.3 COMPLETE STREETS POLICY

This development policy (Town of Canandaigua Town Board Resolution No. 2022-018) is intended to improve transportation infrastructure for all roadway users, including pedestrians and cyclists, as well as vehicular traffic. This policy shall apply to all applications brought before the Planning Board.

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, New York 14424
(585) 394-1120
Fax (585) 394-9476

Established 1789

SITE DESIGN AND DEVELOPMENT CRITERIA – ~~SEPTEMBER~~ 2018 _____ -2023

ADOPTED BY THE TOWN BOARD ON:

DECEMBER 16TH, 2008

AMENDED BY THE TOWN BOARD ON:

AUGUST 18, 2009

SEPTEMBER 17, 2018

_____, 202~~3~~²

Prepared by

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The following is an excerpt from the New York Education Law Article 145 Section 7209 and applies to this document.
"It is a violation of this law for any person unless he is acting under the direction of a Licensed Professional Engineer or Land Surveyor to alter an item in any way. If an item bearing the Seal of an Engineer or Land Surveyor is altered, the Altering Engineer or Land Surveyor shall affix to the item his Seal and the Notation 'Altered by' followed by his signature and the date of such alteration and a specific description of the alteration".

Town of Canandaigua

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ARTICLE I – GENERAL INFORMATION

1.0 GENERAL PURPOSE

The purpose of these specifications is to provide minimum criteria for the design and construction of improvements within the Municipality, which, upon the satisfactory completion thereof, may be offered for dedication to the Town of Canandaigua for perpetual operation and maintenance. The information contained in this document is to be used in conjunction with the subdivision and site plan regulations provided in the Town of Canandaigua Code.

The criteria established is intended to provide minimum standards, which may be upgraded to serve the best interests of the municipality. The information in this booklet is provided to aid in the submission of material in a uniform manner and attempt to expedite the various review and approval procedures.

The Town of Canandaigua has been designated by the U.S. Environmental Protection Agency (EPA) as a small Municipal Separate Storm Sewer System (MS4). All projects within the Town of Canandaigua are, therefore, subject to the MS4's requirements. When required, the MS4 shall review the SWPPP to determine if all design considerations have been met. The MS4 is required to follow the same principles in the review of the SWPPP to ensure the equivalency of the design specification to the erosion and sediment control practices and performance criteria and the sizing criteria of post construction practices.

These criteria shall govern in all areas of private, public, industrial and commercial development and/or areas that will involve the connections to existing municipal systems.

It should be noted that the Town of Canandaigua currently has inter-municipal agreements with Ontario County, the City of Canandaigua, Town of Farmington, Town of Hopewell and the Town of Bristol regarding sanitary sewer and/or water installations and districts, which are required to be complied with as well.

The requirements contained herein may be waived or modified by the Planning Board if it is found that strict application of the requirement is not needed to meet the purposes of this manual, or that such modification or waiving of requirements would provide an upgrade over what would otherwise be required. The Planning Board shall consult with the Town Highway and Water Superintendent and others as appropriate.

ARTICLE II – DESIGN STANDARDS

2.0 GENERAL

- A. Proposed plans for development shall conform to the Town’s Comprehensive Plan as adopted by the Town Board.
- B. The developer shall strive to comply with standards of good planning and adhere to the codes and ordinances of the Town as well as the rules of any agencies having jurisdiction over other aspects and phases of the project.
- C. The Developer of a parcel of land shall make improvements to the parcel in accordance with the approved plans or the minimum standards required in these regulations as applicable to a specific project.
- D. Where certain standards of development are not set forth, they shall be established by the Planning Board, following their review of the particular situation.
- E. Additional or higher design standards of improvements may be required in specific cases where the Planning Board believes it necessary to create conditions essential to the health, safety, and general welfare of the citizens of the Town.

2.1 STREET LAYOUT

- A. Reasonable access shall be provided to all developed areas in a given tract of land. Under no circumstances shall a “Land Locked” parcel be created as part of land subdivision. A right-of-way must be provided at the time of the subdivision and reasonable access to existing streets provided.
- B. Streets shall be logically oriented, related to the existing topography and meet acceptable planning/engineering criteria, which will produce buildable lots and reasonable road grades.
- C. Minor streets shall be planned so as to discourage through traffic, but provide for excellent access to “connector” roadways with higher use classifications.
- D. Where a subdivision abuts or contains a major traffic street, the Planning Board may require that intermediate access streets, reverse-frontage lots or other treatments that will provide a reduction in the number of intersections with the major street and reasonable separation of local and through traffic.
- E. New, half or partial streets will not be permitted except where essential for reasonable subdivision of a tract in conformance with the other requirements and standards contained herein, and where, in addition, satisfactory assurance for dedication of the remaining part of the street can be secured.
- F. Wherever a tract to be subdivided borders on an existing half or partial street, the other part of the street shall be plotted within such tract.
- G. Dead-end streets shall be prohibited, except as stubs to permit future street extension into adjoining tracts or when designed as a cul-de-sac.

- H. Reserve strips that limit access to right-of-way or utility easements are prohibited. Reservations which encourage the extension of right-of-way and utilities may be required by the Town.
- I. Street names shall be submitted for approval to the County Planning Department, Postal Service and others designated by the Town Board to avoid duplications or use of similarly sounding or spelled names. A street, which is a continuation of an existing one, shall retain the same name.
- J. Further information regarding the design and development of streets is presented in Article IV Highway/Roadway Improvements and Appendices H of this manual.

2.2 STREET INTERSECTIONS

- A. Streets shall be laid out to intersect as nearly as possible at right angles. No street shall intersect another at an angle of less than 75 degrees.
- B. Multiple intersections involving a junction of more than two streets shall be avoided.
- C. Streets entering opposite sides of another street shall be laid out either directly opposite one another or with a minimum off-set of 250 feet between their center lines.
- D. Where a subdivision abuts or contains an existing street of inadequate right-of-way width, additional right-of-way width will be required.

2.3 HAUL ROADS

Haul roads may be required by the Planning Board, when applicable upon review with the Town Highway Superintendent, Town Board and Town Engineer.

2.4 EASEMENTS

- A. Easements shall be provided for all utilities and/or sidewalks of a width necessary for installation, repair and/or replacement of said utility and/or sidewalks. The depth, type, size and location of a utility in addition to soil conditions will be considered when establishing an easement width.
- B. To the fullest extent possible, all easements shall be centered on or adjacent to rear or side lot lines.
- C. Where a development is traversed by a watercourse, the applicant may be required to provide to the Town at no cost a drainage easement or right-of-way conforming substantially with the line of such watercourse and of such width as will be adequate to preserve natural drainage and maintain the same.

2.5 ALLEYS

Alleys are prohibited in residential developments. In commercial or industrial districts, alleys shall be a minimum width of 26 feet. Where such alleys dead-end, they shall be provided with a turnaround having an outside roadway diameter to allow emergency vehicle access.

2.6 RESERVATION AND DEDICATION OF LANDS FOR PUBLIC USE

All applicants for subdivision or site development should also be aware that the Town of Canandaigua's code regarding "Reservation of Parkland" contained in both the Town's subdivision and zoning regulations shall apply.

2.7 EROSION SEDIMENT CONTROL

A. General

1. It is the Town's intent to control soil movement by employing effective erosion and sediment control measures before, during and after site disturbance.
2. Erosion and sediment control measures, both temporary and permanent, must be installed in conformance with the approved plan prior to any soil disturbance. A site inspection to verify compliance may be required prior to issuance of the Site Development Permit.
3. The Planning Board, Town Engineer, Town CEO, and/or Canandaigua Lake Watershed Council will evaluate submitted erosion and sediment control design plans against the most current edition of "New York Guidelines for Urban Erosion and Sediment Control" manual as prepared by the USDA - Soil Conservation Service. The Board, Town Engineer, Town CEO, and/or Canandaigua Lake Watershed Council may require additional controls and details not specifically outlined in the aforementioned manual.

B. Vegetative Controls

1. To attain the Town's goals, vegetative measures should be used in a site design to control surface water runoff, provide soil stabilization methods and entrap soil sediments generated from the forces of erosion.
2. Site slopes shall be graded to be stable and provide control of any surface or subsurface water prior to vegetative plantings. All slopes greater than 3H: 1V are to be stabilized with a jute mesh erosion mat or equal.
3. Site disturbance, especially in sensitive areas, shall be kept at a minimum. Designs shall limit the removal of existing trees, hedgerows and indigenous plant cover.
4. Physiographic features such as drumlins, wetlands and forested areas shall be retained in their natural form whenever possible.

5. The Site Developer shall take whatever action is necessary to establish a stabilized vigorous stand of vegetative cover on all disturbed site soils immediately following the completion of the bulk earth movement.
6. If phasing is necessary to meet these conditions, the Developer shall present such in the development plans and the Stormwater Pollution Prevention Plan (SWPPP) for Town review.

C. Structural Controls

1. Some projects may require erosion and sediment controls that will be permanent in nature. If these measures are required to be constructed, they must be fully functional before upland site disturbance. Such structures may include but are not limited to siltation traps, storm check dams, stormwater management facilities, diversion swales and dikes.
2. All structural sediment controls including swales, berms, rip rap, etc. identified on the project plans shall be submitted with the supporting design of those controls to the Town for review.

D. Maintenance Measures

1. It is imperative that both the vegetative and structural components that are constructed be periodically reviewed and maintained for optimum erosion and sediment control before, during and after site disturbance.
2. Facilities must be cleaned, repaired and/or replaced as necessary to meet the original design criteria established in the project approval.

E. Erosion Control Guarantee

1. All projects must comply with the erosion control guidelines of this section. All projects are subject to an Erosion Control Bond, Letter of Credit or similar instrument of deposit and subsequent inspection at the developer/Owner's expense.
2. If the project under consideration involves possible dedication of constructed facilities to the Town, the Developer/Owner must provide a maintenance bond in the amount and for the duration as noted in Article of these criteria. Periodic stormwater inspections in excess/addition to those required by General SPDES Permit may be required by the Planning Board and/or Town CEO at the expense of the developer/Owner.

2.8 TRAILS/ SIDEWALKS

Walking trails and sidewalks when proposed or required, shall be designed (where possible) to connect with existing trail networks and sidewalks in the Town of Canandaigua or in conformance with the Town of Canandaigua Parks & Recreation Master Plan of 2018 or latest version thereof, and shall be subject to the approval of the Town. See Appendix H.

2.9 LANDSCAPING

Adequate site landscaping may be required of the developer/owner on any lands developed in the Town of Canandaigua. If required, a landscape plan will need to designate plant species and locations on the plans. See Appendix G for Tree/Shrub Planting Details.

A landscaping plan shall include the following:

1. Be designed to conform to the standards and techniques set forth in the Town Code.
2. Visual impacts shall be considered for planting within sight distances.
3. Trees are to be planted a minimum of 5 feet from the edge of any easement.
4. There shall be no underground utilities within 10 feet of any proposed tree.
- ~~5.~~ All tree plantings shall be a minimum of 2 ½" caliper or as specified in the Town Code.
- ~~6.~~ All landscaping shall be planted and installed as per the approved plans ~~-and of the approved specie.~~
- ~~5-7.~~ If any changes in landscaping are proposed, they shall first be submitted to the Town of Canandaigua for review. An approval is to be received from the Town of Canandaigua prior to changes occurring. These changes may require resubmission to the Planning Board for approval.

2.10 STREET LIGHTING

- A. Lighting facilities may be required along all new subdivision streets. Light spacing, fixtures, and underground conduit shall meet with the requirements set forth by the Town Code, Planning Board and Electric Corporation having jurisdiction in the service area. All lighting is required to be LED.
- B. The Planning Board may also require additional site lighting to be installed. All non-residential sites will be independently reviewed in regard to lighting systems and may be required to submit an illumination plan. Such a system shall be coordinated with the electrical utility system and designed to keep light from illuminating areas outside of the developed site per the Town Code.

2.11 SITE LIGHTING

All proposed lighting systems on the parcel intended for development should be designed and installed in conformance with the Town Code.

2.12 ELECTRIC, TELEPHONE, CABLE TV OR OTHER BURIED CABLE UTILITY

In every development, provisions shall be made for service from the private utility supply systems. All utilities serving a subdivision and a street lighting system shall be underground, rather than on poles, standard or towers. Underground conduit and cables shall be installed per the regulations of the Public Service Commission and a minimum of 2 feet below any drainage way.

2.13 GENERAL SITE CONSIDERATION

General site considerations should include pedestrian and vehicular access and circulation, as well as provisions for handicapped access. Location, arrangement, size, architectural features, and design of buildings, lighting and signs, protection of adjacent properties and general public against noise, glare and unsightliness, or other objectionable features will also be considered by the Board.

ARTICLE III – WATERMAIN IMPROVEMENTS

3.0 DESIGN CRITERIA

A. GENERAL

1. Where public water supply, in the opinion of the Planning Board, is reasonably accessible, the developer shall provide and dedicate to the Town a complete water distribution system. The design and installation of said system shall be subject to the approval of the Planning Board and jurisdictional agencies.
2. Where public water supply is not within reasonable distance, an alternate supply, developed under the guidelines of the State Department of Health, shall be required. The Town does not guarantee or assume any liability for an individual water supply as shown on development plans.
3. If a private on-site system is to be used as a water supply for a development:
 - a) The individual source must have a minimum sustained flow of five gallons per minute of potable water.
 - b) There must be a minimum flow pressure of 20 pounds per square inch (PSI) at all fixtures in the proposed unit.
 - c) A certificate of water quantity from a New York State approved testing laboratory must be submitted to the Building Department before a building permit is issued.
 - d) The Town does not allow any interconnections between the municipal supply and an individual water supply system.
4. Water supply systems shall be designed (as a minimum) to conform with the latest edition of Ten States Standards.

5. Water supply system shall be designed to provide adequate domestic (average day and maximum day) usage and fire protection, while maintaining acceptable system pressures. Where public water supply is not accessible, an alternate private supply shall be furnished, which conforms to the New York State Health Department regulations (Subpart 5).
6. The Design Engineer shall submit an Engineers Report including calculations supporting all watermain and service sizes.
7. All watermains shall be a minimum of 8 inches, unless approved by the Water Superintendent.
8. See Appendix W for water related typical details.

B. HYDRANTS

1. Hydrants shall be spaced to comply with ISO and New York State Building Code requirements with a maximum 500-foot interval in subdivisions and 600-foot intervals in open spaces. See Appendix W.
2. Hydrants are to be placed close enough to all commercial buildings to meet New York State Fire Code of 300 feet which is measured from the furthest point of the building from the nearest fire hydrant.
3. Hydrants should be placed at all intersections where feasible.

C. VALVES

1. Valves shall be located such that no more than 30 dwelling units and no more than two hydrants need be out of service for repair of a watermain. Valves shall be provided at intersections and be no more than 800-feet apart along the watermain.
2. Additional valves may be required at creek and/or railroad crossings depending on network configuration and permit requirements.
3. Air release valves shall be provided at critical high points along the watermain.
4. Pressure reducing valves (PRVs) shall be designed and installed per Town of Canandaigua Specifications.

D. DEAD END MAINS

1. Dead end mains are discouraged within the Town.

2. Where they are unavoidable, a flushing hydrant (blow-off) shall be provided. Also, an auto-flushing hydrant may be required by the Town Water Superintendent in some locations.

E. WATER SERVICES

1. Provide minimum of 1-inch water service or as approved by the Town of Canandaigua Water Superintendent. Services shall be extended to the right-of-way line of all individual lots. Where an easement is provided, the service shall extend to the easement line, (or across utility easement). See Appendix W or Typical Service Plan.
2. All services shall be Type K copper without line couplings or 200-psi polyethylene pipe. Tracer wire is to be provided as per the detail (Appendix W). Meters shall be installed for each individual service and are to be purchased from the Town.
3. If the distance from the Right-of-Way to the house is over 500-feet, the owner or developer will be required to purchase a meter pit from the Town. Specific applications may be subject for review by the Town of Canandaigua Highway & Water Superintendent for a determination of need for an individual meter pit (see Appendix W).

3.1 MATERIAL SPECIFICATIONS

A. GENERAL

The materials intended to establish the degree of excellence are herein included are deemed to be of satisfactory quality for installation within the Town. When alternative materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. WATERMAINS

1. Ductile Iron Pipe(DIP)
DIP shall conform to AWWA C-151, minimum allowable thickness shall be Class 52. Pipe shall be cement lined in accordance with AWWA C-104 and shall have rubber gasket push-on joint in accordance with AWWA C-111. If soil conditions warrant, as a result of DIPRA Testing, polyethylene wrap shall be required.
2. Polyvinyl Chloride (PVC)
Shall conform to AWWA C-900, minimum Class 200 (DR14) with elastomeric

gasket joints, integral bell and rubber rings locked in place, minimum depth 5'-0" with a minimum of six (6) inches of full sand encasement.

PVC pipe installation shall include either:

- a) Six (6) inch wide metallic tape placed over the center of the pipe on top of the 24-inch safety cover as manufactured by Line Guard III, Inc;
- b) Continuous #10 gauge copper wire attached to the pipe at 5-foot intervals with plastic ties with a minimum of 150 lbs tensile strength. Wire shall be attached to all cast fittings, hydrants and valve boxes to make a continuous traceable system.

3. High-Density Polyethylene (HDPE) Pipe

Upon review and discussion with the Town, may be considered for possible use in special circumstances, i.e. road & stream crossings. Shall be SDR-11 design shall be forwarded to the Town Water Superintendent for review and approval.

C. FITTINGS

Ductile iron shall meet AWWA C-153-11 Specifications, minimum Class 350, with mechanical or push-on joint, except for hydrant branches which shall be mechanical joint. Fittings shall be cement lined in accordance with AWWA C-104-13. Bolts and nuts shall be fluoropolymer coated "blue bolts".(Ass Tyler Union Fitting) All joints shall conform to the requirements of AWWA C-111.

PVC shall meet specifications of AWWA C-905 made from PVC Compound 12454-B (ASTM D1784) with gasket joints meeting ASTM D3139.

D. HYDRANTS

Shall be manufactured in accordance with AWWA C-502.

Hydrants shall be Mueller manufactured for 5 foot bury with breakaway flange construction and 6-inch mechanical joint inlet. Shoe and inlet shall be epoxy coated.

They shall open left, with a one and one-half inch (1-1/2") pentagon-operating nut.

All hydrants shall be painted red with bonnets painted as per the AWWA Hydrant Color Code as listed below:

<u>Bonnet Color</u>	<u>Flow Range (GPM)</u>
Blue	> 1500
Green	1000-1499
Orange	500-999
Red	< 500

All valve box covers shall be painted blue.

Hydrants shall be three-way with two (2) 2-1/2 inch hose nozzles and one (1) 4-1/2 inch pumper connection (quick disconnect), all with National Standard threads. Main valve openings shall be 5-1/4 inch with the total unit consisting of the tee, guard valve, hydrant and adaptors. (See Appendix W).

1. The main valve seat ring shall be bronze and screw into the bronze drain ring.
2. Stainless steel fasteners shall be used for all connections on hydrants and valves and fluoropolymer coated "blue bolts" for fittings.

E. FLUSHING HYDRANT – BLOWOFF

Shall be 2 inch self-draining, non-freezing with 5 foot bury, with all bronze parts designed to connect to a 2 inch main line outlet as manufactured by GIL Industries, Inc., Model Slim Line 2.

F. GATE VALVE AND BOX

1. All valves 12" or less shall be gate valves.
2. Gate valves shall conform to AWWA C-509 or latest revision, Resilient-seated wedge type epoxy coated gate valves with a non-rising stem; "o" ring packing, and open left. They shall be of the 350 psi test class with a minimum working pressure of 250 psi. Valves shall be manufactured by, Mueller Co., Model 2360, with MJ ends, a 2" square operating nut. Stainless steel bolts and nuts shall be utilized.
3. The valve ends shall depend on the type of pipe used and the particular use intended.
4. Valve boxes shall be Bibby-Ste-Croix model number VB3000 series, or approved equal, two-piece screw-type, cast-iron construction, valve box, with a 5-1/4 inch inside diameter and covers marked "WATER".
5. If the valves are buried deep they must have an extension stem that can be reached with a 6 foot valve box key.

G. TAPPING SLEEVE AND VALVE

All valves shall have mechanical joint ends and be furnished with sufficient quantities of accessories. Valves shall open left and be manufactured by Mueller with epoxy coating.

H. ANCHORING FITTINGS

Anchoring pipe in accordance with ANSI-A21.4, or latest revision, shall be employed to anchor all hydrants to gate valves. The anchoring pipe shall be epoxy coated cement lined and provided with a rotating gland. There should be a minimum 18 inches between hydrant and gate valve. These anchoring pipes shall be Tyler 5-198 or proposed equal.

I. BUTTERFLY VALVES

All valves greater than 16" in diameter shall be butterfly type. All butterfly valves shall conform to AWWA C-504, or latest revision.

J. RESTRAINERS

Shall be manufactured of high strength ductile iron pipe and incorporate a full 360 degree support around the pipe. They shall be as manufactured by Megalug or Uni-Flange series 1500, 1300, 1350, or 1390 depending on the specific use.

K. WATER SERVICE MATERIAL

1. Corporations stop shall be Mueller H-15008 compression type.
2. Curb stops shall be Mueller H-15209 Mark II compression type.
3. Curb boxes shall be Mueller H-10334, 5 feet long with stainless steel rods and stainless steel keys. Curb boxes shall not be located within driveways.
4. Copper services shall be Type "K" ASTM B88
5. Plastic services shall be copper tube size (CTS) at 200 psi, with a minimum 1 inch pipe diameter (only used from curb box to unit and a continuous #10 gauge copper tracer wire shall be included from the curb box to the structure). Sand bedding shall be provided as appropriate.
 - Polyethylene ASTM D-2737, PE 3408 per AWWA C-901 (Minimum 5'-0" depth and sand encasement required)
6. All services tapped into mains shall utilize Double Strap SS Saddle (Mueller) with a Mueller Corporation
7. Any services larger than 1" shall meet the minimum specifications of the Water Superintendent.

8. Refer to Appendix W.

L. METER PITS FOR INDIVIDUAL SERVICES

1. Individual meter pits, where required, shall be Mueller, Double Lid Style with Wabash cover W2. Cover shall be equipped to receive attachments for radio-read water meters.
2. Refer to Appendix W.

M. THRUST BLOCKS

Shall be cast in place 3000-psi concrete to dimensions as shown in Appendix W.

N. PRESSURE REDUCING VALVES (PRV) AND VAULTS

1. PRV Vaults where required by the Town of Canandaigua, shall be a minimum of 6'x16'x8' high, Lakeland precast concrete vault provided with 48"x48" aluminum hatch with aluminum ladder, sump recess, openings as required, seals, boots, stainless steel trim, dual pilots and dual strainers. Sentence here about coating or waterproofing the concrete vault? The steel vent pipe is to be painted blue.
2. The PRV vault shall also be equipped with a Ross 40WR-BP Pressure Reducing Valve and may require a Back Pressure Sustaining feature and reverse flow feature depending on the location in the water system.
3. Refer to Appendix W

O. ~~EQUIVALENTS~~ EQUIVALENTS

1. Any material and manufacturer substitutes are to be provided in advance to the Town Water Superintendent for review and approval.
2. For any project it will be assumed that the Developer will furnish the exact materials specified on the plans and specifications unless the Developer files with the Town of Canandaigua Water Superintendent prior to any use in the development, the names and complete description of each article which he proposes to substitute for approval by the Town.
3. Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.
- 3-4. No black pipe watermain is allowed to be used.

3.2 3.2 INSTALLATION OF IMPROVEMENTS

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A. ~~HYDRANTS AND VALVES~~ HYDRANTS AND VALVES

1. General

- a) A hydrant unit shall consist of a hydrant, guard valve, mechanical joint tee, and anchor pipes.
- b) Before hydrants or valves are installed, they shall be tested to determine if they are in working order.
- c) Hydrants shall be set plumb with the break flange 3 inches above the finished grade. Hydrant weeps shall be surrounded by at least 10 cubic feet of crushed stone or gravel. If the ground water is higher than the drainage plug, the plug shall be closed and the crushed stone eliminated.
- d) Valve boxes shall be placed plumb over the operating nut of the valve and adjusted to the final grade.
- e) All hydrants shall be painted red and all valve box covers shall be painted blue.

B. ~~TESTING OF WATERMAIN~~ TESTING OF WATERMAIN

1. General

- a) Upon the satisfactory completion of the installation of the underground utilities, the Contractor shall test each of the installed facilities as herein specified. All utilities shall be pre-tested by the contractor before the Town witnesses the final tests. No test will be accepted unless witnessed by the Town. Records and date of these tests shall be submitted to the Town Water Superintendent as part of the record drawing information.
- b) Water used by the Developer during any testing procedures will be paid for by the Developer. All hydrants for water supply or testing use shall be operated only by the Town Water Department.

2. Pressure Tests

- a) The entire system, including services to the curb stops, shall be pressure tested at a minimum 1.5 times the working pressure or 200 psi whichever is greater for a period of two hours.

- b) The test pressure shall not vary by more than 5psi during the test period.
- c) No -pressure test will be allowed when temperature is less than 32 degrees, unless a heated shelter is provided for test equipment.
- d) A leakage test at operating line pressure shall be conducted for 24 hours in addition to the pressure test.
- e) These tests shall be performed in accordance with AWWA C-600 & C-605.
- f) The pressures at the point of testing shall be related to the highest elevation of the main.
- g) Refer to Appendix W for the listed test requirements.
- h) The Contractor shall provide all labor, materials, equipment, and instrumentation needed to perform the tests, including caps, plugs, blind flanges, bulkheads and temporary thrust restraint, as needed. The Contractor shall locate, identify and repair any leaks and/or other system deficiencies revealed during testing. See also item 5, below.

3. Disinfection

- a) Upon completion of the pressure testing, the main shall be disinfected in accordance with AWWA C-651 as applicable.

4. Samples

- a) After flushing the newly disinfected main, the Town of Canandaigua Water Department shall obtain samples of water and submit them to a laboratory approved by the New York State Department of Health.
- b) Upon the receipt of a satisfactory laboratory report, this information together with the Town Engineer's Certificate of Construction shall be submitted to the New York State Department of Health for approval.
- c) Upon receipt of the Approval of Completed Work from the Health Department, the water system shall be considered complete and may be accepted for service by the Town.

5. Defective Areas

- a) In any areas where satisfactory results of applied tests cannot be obtained, the defective portion of the system shall be located and replaced with new material.

- b) That portion of the system shall then be re-tested until satisfactory results are obtained. Use of repair clamps will not be permitted by the Town.

ARTICLE IV – HIGHWAY/ROAD IMPROVEMENTS

4.0 DESIGN CRITERIA

A. ROADS

1. The following designations will be used by the Town to classify roads and their respective design criteria (see Appendix H)
 - a) Town Collector & Town Collector Road (Complete Street)
 - b) Subdivision Road & Subdivision Road (Complete Street)
 - c) Rural Development Road
 - d) Non-dedicated Private Drive
2. The basic considerations of each road classification are as follows:
 - a) Town Collector Road (see Appendix H)
 - i. Provides connections to major roads and represents major traffic pattern throughout the Town.
 - ii. Design speed of 55 MPH
 - iii. High volume of traffic

- iv. Provides access to subdivision roads
 - v. Relatively low density of development abutting such a road
 - vi. Represents typical road built or reconstructed by the Town Highway Department
- b) Subdivision Road (see Appendix H)
- i. Densities as are permitted by the current zoning provisions
 - ii. Design speeds of 30 MPH or less
 - iii. Low volume of traffic.
 - iv. Individual driveways at regular intervals.
 - v. Usually no effect on overall Town traffic pattern.
- c) Rural Development Road (see Appendix H)
- i. Density less than one-half units per acre.
 - ii. Low volume of traffic.
 - iii. Usually has no effect on overall Town traffic pattern.
 - iv. Design speed of 30 MPH or more
- d) Non-Dedicated Private Drive (see Appendix H)
- i. Low volume of traffic
 - ii. Design speed of 30 MPH or less
 - iii. Has a minimum of 40-foot wide fee ownership on a street.
 - iv. Has no effect on overall Town traffic pattern
 - v. Maintenance covered by deed agreement or Homeowner's Association depending on number of units
3. Each of these roads has basic characteristics, which may be varied to be consistent with unique proposals of development and construction. The individual variations of the conditions will not be permitted if they sacrifice design safety or ability to maintain a proposed road type. Standard roads shall comply with the typical cross-sections shown in Appendices H.

B. GENERAL ROAD DESIGN CONSIDERATIONS

1. Right-of-Way (R.O.W.)
- a) Minimum width 60-feet for dedicated roads.
 - b) Private drive width depends on design constraints.

- c) Private underground utilities to be located on easements outside right-of-way limit.
- d) All dead end streets shall be constructed to the development property line and terminate with:
 - i. A hammerhead turnaround or a cul-de-sac designed in accordance with the standards in Appendix H of this manual.

2. Horizontal Alignment

- a) The following factors shall be incorporated into the design of each road type:
 - i. Sight distance must conform to minimum safe stopping sight distance per “Geometric Design of Highways and Streets”, AASHTO Latest Edition.
 - ii. No centerline intersection angles less than 75 degrees.
 - iii. Minimum centerline radius of 150-feet verified for design speed.
 - iv. Road pavement intersections shall have a minimum of 35-foot radius.
 - v. Access to future developments will be provided at the property lines.
 - vi. Tangent sections shall be used between curves to maintain the proper flow of traffic at design speeds.

3. Vertical Alignment

- a) The minimum length of vertical curves shall be based upon current AASHTO policy and address stopping sight distance, passing sight distance, riding comfort, and headlight sight distance.
- b) Vertical curves are required whenever the net change in grade exceeds 1 percent.

4. Sight Distance Requirements

- a) Refer to the most current edition of AASHTO, *A Policy on Geometric Design of Highways and Streets*, for sight distance and stopping distance requirements.

5. Road Grades

- a) Minimum – 0.7 percent with shoulders; 0.5 percent with gutters.
- b) Preferred Maximum Grade – 8 percent.
- c) Maximum – 12 percent – In particular areas in the southern portions of the Town grades up to 12% may be allowed. In these instances, grades over 8% may be allowed for short distances (500’ maximum) subject to approval by the Highway Superintendent and the Planning Board. Such road design

should be accompanied by an engineering evaluation that includes provisions for:

- i. snow removal and storage,
- ii. enhanced drainage facilities,
- iii. widened shoulders,
- iv. longer and flatter grades at intersections, with other features that would enhance safety and maintainability of the roadway.
- v. Where road grades exceed 8%, the Town may require flared catch basins.

6. Leveling Areas

- a) Leveling areas shall be incorporated at all intersections for a minimum distance of 100-feet from the edge of the pavement and the grade shall not exceed three percent (3%).
- b) Leveling areas for driveways shall be a minimum distance of thirty (30) feet from the edge of highway right-of-way and the grade shall not exceed three percent (3%).

7. Road Widths

Class	Pavement Width	R.O.W. Widths	Edge Treatment	Drainage
Town Collector	24'	60'	3' paved shoulder + 2' stabilized shoulder or 2' - 6" Concrete Gutter	Roadside Swale or Storm Sewer
Town Collector (Complete Street)	324'	70'	5'-0" Bike Lane & Curb or 5'-0" Bike Lane & 2'-6" Gutter	Storm Sewer
Subdivision Road (w/ concrete gutter)	22'	60'	2'-6" Conc. Gutter	Storm Sewer
Subdivision Road (w/ mountable curb)	26'	60'	Mountable Curb	Storm Sewer
Subdivision Road (Complete Street)	282'	670'	5' <u>Min. 4'</u> -0" Bike Lane & Curb or <u>Min. 54'</u> -0" Bike Lane & 2'-6" Gutter	Storm Sewer
Rural Development Road	22'	60'	3' shoulder or 2.5 ft. Conc. Gutter	Roadside Swale Storm Sewer
Private Drive	14' Min.	N/A	Req. approval	Req. approval

8. Special Considerations

- a) Subsoil Conditions – A Geotechnical Engineering Report of the existing roadway soils shall be provided for review.
- b) Where roadside swales exceed 5% and/or unsuitable soil conditions warrant, the swales shall be provided with a concrete channel.
- c) Underdrains – Underdrain shall be used under all concrete gutter, see Appendix H. Where subsurface conditions require underdrains may also be required in other locations. The method used shall be subject to the review of the Town Highway Superintendent.
 - i. All pipes shall be perforated and a minimum of four inches (4”) in diameter.
- d) Frontage Development – Where frontage development is to be approved along collector roads, the Planning Board may require that the roadside swale be enclosed in pipe along the fronts of the development. Such conduits shall be of the proper size to accommodate anticipated flows. A parallel access road may also be considered by the Planning Board and discussed during concept plan submittal.

C. ROAD DESIGN

1. General Requirements

The Design Engineer shall consider the proposed use of the road or street when preparing a design. The following criteria are listed as minimum standards to be considered by the designer. It is the intent of these requirements to obtain a road and a base that is stable and capable of supporting H-20 loading.

2. Minimum Design Standards for Each Road Type (see Appendix H)

a) Town Collector Road

- i. Tensar Triax TX160 to be provided.
- ii. Two 6-inch lifts of No. 2 crusher-run stone.
- iii. One 3-inch lift of Type 1 crusher-run stone.
- iv. Asphaltic concrete courses shall be 4 inches compacted of Type 1 base, 3 inch type 3 binder and 1 ½ inch compacted of Type 7F top.
- v. Stabilized shoulder constructed of crushed stone with a single seal of 0.4 gal/S.Y. hot bituminous liquid with 25#/S.Y. of 1st stone.

b) Subdivision Road

- i. Tensar Triax TX160 to be provided.

- ii. Two 6-inch lifts of No. 2 crusher-run stone.
 - iii. One 3-inch lift of Type 1 crusher-run stone.
 - iv. Asphaltic concrete courses shall be 3 inch Type 3 binder and 1 ½ inch of Type 7F.
 - v. Concrete gutter per Appendix H.
- c) Rural Development Road
- i. Tensar Triax TX160 to be provided.
 - ii. Two 6-inch lifts of No. 2 crusher-run stone.
 - iii. One 3-inch lift of Type 1 crusher-run stone.
 - iv. Asphaltic concrete courses shall be 3 inch Type 3 binder and 1 ½ inch of Type 7F.
 - v. Concrete gutter per Appendix H.
- d) Non-Dedicated Private Drive
- i. Tensar Triax TX160 to be provided.
 - ii. One 6-inch lifts of No. 2 crusher-run stone.
 - iii. One 3-inch lift of type 1 crusher-run stone.
 - iv. A private drive off a dedicated road shall:
 - Be designed to keep surface water flows from entering the travelway of the dedicated street.
 - Finish grade and seeding of the area are to be completed immediately upon completion of the private drive base.
 - Provide a paved surface from the edge of the existing pavement within the R.O.W. at least 30 feet toward the developed site.
 - No private drive should exceed a slope of 3 percent from the edge of the pavement to a point 30 feet into the property being developed.
 - Maximum grade shall be 10 percent.

D. DRIVEWAY DESIGN REQUIREMENT

1. Design and location of driveways shall be in accordance with applicable Town Standards, County Standards and requirements of NYSDOT Policy and Standards for Entrances to State Highways.
 - a) Vertical Alignment
 - i. Maximum grade shall not exceed 10%, unless a leveling area, as outlined below is provided.

- ii. Finish grade at right-of-way line shall be not more than 2 feet above finish grade at centerline and the driveway slope within the lot shall not be greater than 15%.
- iii. A leveling area of 3 percent maximum adjacent to the right-of-way shall be provided which is a minimum of 30 feet in length from the edge of the street pavement.
- iv. Driveway shall slope away from the edge of road pavement at the same slope as the road shoulder, and the slope shall extend at least the full width of the shoulder so as not to create a bump or depression in the shoulder area unless shown otherwise in Standard Details.
- v. All driveways shall be designed to avoid the sheeting of surface water runoff onto an adjacent highway.
- vi. All driveways shall be a paved a minimum of 30 feet extending from the edge of road pavement to the R.O.W. line, unless otherwise indicated by the Town Highway Superintendent.
- ~~vi.~~ vii. All driveways for lots associated with a major subdivision or phased subdivision shall be fully paved.

b) Horizontal Alignment

- i. Minimum radius along the centerline of driveways shall be 60 feet.
- ii. Minimum radius along the inside edge of driveway shall be 35 feet unless shown otherwise in Appendix H.
- iii. All driveways shall be a paved a minimum of 30 feet extending from the edge of road pavement to the R.O.W. line, unless otherwise indicated by the Town Highway Superintendent.
- iv. Driveway turnaround areas, when practical, should be incorporated into all plans.
- v. All driveways are to be a minimum 10 feet from the property lines.
- vi. All driveways are to be a minimum distance of 43 feet from all intersections as measured from the shoulder.

c) Fire Department Requirements

- i. All common/shared driveways regardless of length and individual driveways, which are longer than 500 feet, shall be constructed to support HS-20 loading and provide an emergency pull off area that is 30' x 80' at intervals of 250' for emergency access clearance from the edge of the driveway to any obstruction.
- ii. Plans and details of such driveways shall be submitted to the local Fire Department and Town Code Enforcement Officer for review.

E. DRIVEWAY CULVERTS

1. Design and location of driveway culverts shall be in accordance with applicable Town Standards and requirements of NYSDOT Policy and Standards for Entrances to State Highways. *These standards shall apply also to driveways entering on County and Town roads and streets.*
 1. Shall be provided along existing road frontage lots to properly convey roadside drainage. The culverts shall be supplied and installed at the discretion of the Town Highway Superintendent to the proper grade to allow the natural flow of water. All culverts installed shall be subject to the review of the Superintendent of Highways having jurisdiction on the road (Appendix H)
 2. Minimum of 12" diameter unless they are a part of a larger drainage course, which may require larger diameter pipes. Larger sizes to be determined by the Highway Superintendent, Developer's Engineer, or Town Engineer.
 3. The culverts shall extend a minimum of 3' beyond the edge of the access driveway and be provided with end sections or headwalls. The slope from the driveway edge to the culvert end section shall be graded and seeded to maintain the slope stability.
 4. Elevations to be set by NAVD 88 whenever possible.
 5. Culverts shall have a minimum of 12" of cover. If High Density Polyethylene (HDPE) pipe is utilized, 12 inches of cover per 12-inch diameter of pipe shall be provided.
 6. If Corrugated Metal Pipes (CMP) is used, culverts shall be bituminous coated inside and out.

F. CONCRETE GUTTERS

8" concrete gutters with a maximum invert depth of 1-1/2 inches below the pavement edge shall be provided along the edges of all Town Collector Roads and Subdivision Roads to be dedicated to the Town of Canandaigua. A typical cross-section is shown in Appendix H.

At the discretion of the Town Highway Superintendent, mountable curbing can be provided.

G. SIDEWALKS

Sidewalks are required by the Planning Board in all applications unless otherwise determined by the Planning Board as part of their review of applications. If required, sidewalks shall be concrete having 5' in width, 5" in thickness on a 6" thick base of Type 1 crusher-run. The blocks shall be 5' in length with bituminous expansion joints every 25'.

The finish shall be consistent with the gutter specifications as listed in NYSDOT Specification Section 702 (Appendix H).

Concrete sidewalks through driveways shall be increased to a 6-inch thickness and shall include 6" x 6" wire mesh (10 gauge) for reinforcement.

H. TRAILS

Walking trails in conformance with the Town of Canandaigua Parks and Recreation Master Plan of 2018, or latest version ~~may thereof, may~~ be required by the Planning Board and shall be determined at the time of review. If required, walking trails shall be a minimum 6' in width, and consist of a 6 inch lift course of Type 2 crusher run stone, and a 2" top of stone-dust or 2" top of asphalt conforming to screenings & 1B (NYSDOT Table 703-4). Shared use paths (walkers and bicyclists) may require additional trail width. All trails shall be designed in conformance with the Federal Highway Administration recommendations (Appendix H).

I. CUL-DE-SAC

1. The cul-de-sac shall be offset to the left whenever possible for ease of maintenance and traffic safety (Appendices H)
2. The pavement depth shall match the road type.
3. Roadways ending in cul-de-sacs shall not exceed 1,000-feet in length and shall terminate with either a cul-de-sac or a hammerhead turnaround (see Appendix H for design and radius requirements).
4. The pavement shall slope to the center of the cul-de-sac on subdivision and minor subdivision roads when stormwater pipes are provided. The outside edge of the pavement will have standard gutters or a 6-foot stabilized shoulder from the outside edge of the pavement. On Town Collector Roads and Rural Development Roads, the pavement may slope to the center of the cul-de-sac or to the right-of-way line. If the pavement slopes away from the center, both edges of the pavement will have stabilized shoulders consistent with the road type.

J. MONUMENTS

1. Monuments shall be located at:
 - a) Point of curvature (P.C.) and point of tangent (P.T.) of all horizontal curves along one side of the right-of-way.
 - b) Shall have a maximum of 1,000 feet spacing along one side of right-of-way line.
 - c) Monuments shall be set by a licensed land surveyor before the final letter of credit amount is released by the Town.

- d) Monuments shall be set to have a clear sight distance between two monuments and shall be flush with the finished grade.
- e) The monuments shall be set, as a minimum, at all corners of the subdivision at final grade on one side of the streets and at all changes of direction in the right-of-way line.
- f) The monuments shall be as shown in the detail in the Appendix G.

K. RESERVED LAND FOR FUTURE USE

Where land areas are reserved for future connections to adjacent parcels, all improvements, i.e., sanitary, storm, water, sidewalks, roads, will be constructed to the common property line.

4.1 MATERIAL SPECIFICATIONS

A. GENERAL

The materials intended to establish the degree of excellence are herein included are deemed to be of satisfactory quality for installation within the Town. When alternative materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. CONCRETE GUTTERS AND SIDEWALKS

5. Concrete

- a) Shall be a minimum of 4000 psi (28-day strength) Class J concrete conforming to NYSDOT Specification Section 501.
- b) Air entraining admixture conforming to ASTM Specification C-260.
- c) Expansion joints shall conform to NYSDOT Specification 705-07.
- d) Curing and sealing compound – conforming to ASTM C-309, Type I, Class B for curing and sealing.

6. Concrete Gutters

- a) Shall conform to Item 624-2.02.
- b) A minimum compressive strength of 3,500 psi after 28 days
- c) Shall be a minimum of 6” thick.

C. ROAD MATERIALS

1. Sub-base and Base Courses

- a) Crusher run stone shall conform to NYSDOT Specification Section 304-2.02, Type 2.
- b) Aggregate shall conform to NYSDOT Gradation Table 703-4, size as specified.
- c) NYSDOT Specification 304-2.02 Type 4 gravel may be substituted for No. 2 and No. 3 crusher run (NYSDOT Gradation Table 703-4) if acceptable subsoil conditions exist with the approval of the Superintendent of Highways and Town Engineer. The Design Engineer shall submit data justifying the use of gravel over specific subsoil conditions.

2. Bituminous Pavement

- a) Base course shall conform to NYSDOT Specification Section 401, Type 1 Base.
 - b) Binder course shall conform to NYSDOT Specification Section 401, Type 3 (Dense Binder).
 - c) Top course shall conform to NYSDOT Specification Section 401, Type 7F.
3. Tack Coat shall conform to NYSDOT Specification Section 407. The grade shall depend on the specific use intended.
4. Premoulded Resilient Joint Filler shall conform to NYSDOT Specification Section 705-07.
5. Underdrains shall be 4 or 6 inch (depending on conditions), perforated, SDR-35 PVC per NYSDOT 706-15, polyvinyl chloride per NYSDOT 706-18, or High Density Polyethylene Tubing per AASHTO M-252.
6. Stabilized shoulders (Town Collector and Rural Development) shall be constructed to the dimensions shown on the typical sections. Construction methods shall conform to NYSDOT Specification 410-3.023. The base course shall consist of a wedge of Type 4 stone with a minimum thickness of 6-inches at the outside edge.

D. EQUIVALENTS

- 1. The mention of apparatus, articles or materials by name and such specific description of same as is made herein is intended to convey to the Developer and his Contractor an understanding of the degree of excellence required. The Town shall be the sole judge of the qualifications of the offerings and will determine all questions regarding the conformance of any offer outside the specifications.
- 2. Any material and manufacturer substitutes are to be provided in advance to the Town Highway Superintendent for review and approval.

3. For any project it will be assumed that the Developer will furnish the exact materials specified on the plans and specifications unless the Developer files with the Town of Canandaigua Highway Superintendent prior to any use in the development, the names and complete description of each article which he proposes to substitute for approval by the Town
4. Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.

4.2 INSTALLATION OF IMPROVEMENTS

A. ROADS, GUTTERS AND SIDEWALKS

1. General

- a) The Contractor shall not construct any surface improvements until the underground utilities have been installed, tested and approved by the Town.
- b) The Contractor shall obtain the necessary compaction densities as specified. All surface improvements shall be constructed to the shape and dimensions as shown on the typical sections (Appendix H) or on the approved plans.
- c) A greater road thickness and base may be required in those areas where particular soil conditions or traffic patterns require special considerations.

B. ROADS

1. General

The following general rules apply:

- a) Underground utilities will be designed to be constructed outside the pavement area where possible.
- b) If groundwater, poor soil conditions, or any suspect ground conditions are encountered in the road base, the contractor shall remove such conditions and install drain pipe and/or crusher run stone to obtain a stable base.
- c) The contractor shall not proceed with the base construction until all underground utilities or casings affecting the road area are installed, tested, and approved by the Town.
- d) All materials used for road construction shall conform to the latest Standard Specifications Construction and Materials of the New York State Department of Transportation Division of Construction and all revisions thereafter.

2. Compaction

Compaction densities specified herein shall be the percentage of the maximum density obtainable at optimum moisture content as determined and controlled, in

accordance with ASTM D1557. Field density tests shall be made in accordance with ASTM D6938.

Each layer of backfill shall be moistened or dried as required and shall be compacted to the following densities, unless otherwise specified.

a) Select Fill

Under all existing or proposed roads, driveways, parking areas: 95% maximum modified Proctor dry density (ASTM D1557).

All other areas: 92% maximum modified Proctor dry density (ASTM D1557).

b) Methods and Equipment

Methods and equipment proposed for compaction shall be subject to the approval of the Town. Compaction by rolling or operating heavy equipment over fill areas shall be conducted in a manner by which damage to existing utilities and structures shall be avoided. Any pipe or structure damaged thereby shall be replaced or repaired as directed by the Town at the expense of the Developer.

c) Testing

1. Field density tests will be paid for by the Developer.
2. The Developer shall furnish all necessary samples for laboratory tests and shall provide assistance and cooperation during field tests. The Developer shall plan his operations to allow adequate time for laboratory tests and to permit taking of field density tests during compaction.
3. A qualified testing agency should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations in the completed subgrade.
4. Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every

5,000 square feet of compacted fill in open areas and every 50 linear feet of compacted utility trench backfill.

5. Any areas found to be below required compaction densities shall be removed and replaced with new material at the Developer's expense. The methods of operation and/or the backfill materials shall be changed to meet required compactions.
6. Inadequate compaction shall be cause for the Town to issue a stop work order on a project.

C. SUBGRADE

1. The subgrade shall be graded to remove all unsatisfactory or unstable material. Where material is removed below the subgrade elevation, suitable granular material shall be used to bring the road to proper subgrade. Where ground water or poor soil conditions exist, the Developer shall be required to install perforated underdrain and crushed stone weeps to drain the base. The entire subgrade surface shall be thoroughly compacted and proof rolled in accordance with NYSDOT Specification 203-3.12.
2. Fabric filter material is required by the Town to stabilize the base and subbase before the Contractor proceeds to install same.

No movement shall be observed in the subgrade material as the roller passes. When the subgrade is completed, the Contractor shall so notify the Town Highway Superintendent and the Town Engineer for a base determination. Upon the review and written approval of the subgrade by the Town Engineer or his representative, the base material may be placed.

D. BASE MATERIAL

1. Approved base materials shall be uniformly deposited and compacted in layers with a roller, according to NYSDOT Specifications. Rolling shall begin at the sides and continue toward the center and shall continue until there is no movement of the course ahead of the roller. After compaction, the top surface of this course shall not extend above the theoretical elevation for this course and when tested with a straight-edge 16 feet in length, any bump or depression over 1/4 inch from the theoretical grade line shall be satisfactorily eliminated.
2. When the base has been prepared to the satisfaction of the Town Highway Superintendent or his representative, the Developer may place the binder course, however, the Developer shall provide 48-hour notice to the Town Highway Superintendent or his representative prior to placement of the binder course.
3. If base conditions are changed as determined by the Town Highway Superintendent or his representative before the binder is placed, he may order the Developer to seal

the stone with a rapid sealing liquid asphalt emulsion as specified in NYSDOT Specification 702 with 0.5 gallons per square yard as determined by the conditions and not more than 24 hours prior to placement of binder asphalt.

4. If the compaction of the base is questionable by the Town Highway Superintendent or his representative, it may require re-rolling or stone replacement by the Developer.

4.

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E. BITUMINOUS PAVEMENT

1. Binder shall be placed and compacted to a minimum finished layer thickness of 2 inches with a self-propelled asphalt spreader and rolled according to NYSDOT Specifications 402-3.04 and 402-3.07. Before applying the top course, any irregularities in the binder course shall be eliminated but at no time will "cold patch" or "winter mix" be allowed on the binder for repair work.
2. Before the surface course is placed, the binder will be cleaned by the Developer and inspected by the Town Highway Superintendent or his representative to determine the condition of the pavement. A tack coat at the rate of 0.1 gallon/square yard before placing the surface shall be applied.
3. Surface Course shall be placed and compacted to a minimum finished layer thickness of 1 ½ inch with a self-propelled asphalt spreader and rolled in accordance with NYSDOT Specifications 402-3.04 and 402.3.07.

F. TEMPORARY ROAD CONSTRUCTION

1. Where construction sequences preclude the specified road construction items and these requirements for Certificates of Occupancy, a temporary road consisting of the specified road section less top surface course may be constructed.
2. This temporary road shall be reviewed by the Town Highway Superintendent and approved in writing prior to the issuance of any Certificate of Occupancy. The Town may accept dedication of the road if sufficient monies remain in the financial guarantee to top the road the next year.

G. CONTINUANCE OF EXISTING ROAD

1. When construction of a road is continued from an existing road or previous developed section, the pavements shall be joined with a triangular cut of at least 15 feet from edge of the pavement to the centerline of the old pavement. The intent of this provision is to eliminate any grade difference and make a smooth riding transition.
2. All pavement joints shall receive a tack coat before placing the binder or top course.

H. STABILIZED SHOULDERS

Stabilized shoulders shall be constructed to the dimensions shown on the typical sections. Construction methods shall conform to NYSDOT Specification 410-3.02. The base course

shall consist of a wedge of crusher run stone with a single surface treatment. See Appendix H.

I. UNDERDRAINS

Underdrains shall be installed in conformance with NYSDOT Specification 605 and underdrain filter Type 1 per NYSDOT Specification 605-2.02.

J. CONCRETE GUTTERS AND SIDEWALKS

1. Concrete Gutters

a) Concrete gutters shall be a minimum of 6 inches in depth and constructed true to the shape, line and grade on a thoroughly compacted base. The gutters may be constructed using a slip form method or in-place form work.

~~b)~~ Joints between sections shall be placed every 10 feet at right angles to the flow line and must be "wet struck" 1/8 inch wide and 3/4 inch deep. Full depth bituminous expansion joints shall be placed every 50 feet and at all structures or inlets.

~~b)~~

c) Gutters shall be broom finished before the joints are struck and the finish shall be consistent throughout the project.

d) Gutters shall be cured and sealed by spraying with an approved curing and sealing compound at the rate recommended by the manufacturer.

e) One coat of curing and sealing compound shall be applied when the work is complete and another coat after the gutters have set for 48 hours.

f) The use of burlap or coverings for curing or protection is not acceptable until after the concrete has been sprayed and set.

g) The gutters, prior to final paving, shall be flooded and checked for horizontal and vertical line and grade and finish. If any gutters are found to be constructed in an unacceptable manner by the Superintendent of Highways, they shall be removed and replaced.

h) Gutter replacements shall conform to the existing gutter regarding finish and color.

2. Concrete Sidewalks

a) Minimum 5 inches in thickness and constructed true to shape, line and grade. Sidewalks installed through driveways shall be 6 inches in depth and shall include 6" x 6" wire mesh (10 gauge) for reinforcement.

b) Sidewalks shall be designed in conformance with the Americans with Disabilities Act (ADA) and the Federal Highway Administration.

c) Minimum width shall be 5 feet or to match existing.

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- d) The base shall be thoroughly compacted crusher run stone with a thickness of 6 inches. The base material shall extend 6 inches outside each edge of the concrete sidewalk.
- e) A cross slope of 1/4 inch per foot shall be maintained for positive drainage.
- f) Construction joints shall be wet struck at 5 foot increments and be 3/4 inch deep. Full depth bituminous expansion joints shall be placed every 25 feet and at all castings.
- g) Sidewalks shall be broom finished and have troweled edges with a corner radius of 1/4 inch. The finish shall be consistent throughout the project.
- h) Two coats of approved curing and sealing compound shall be applied. One coat immediately following the finish work and the second coat 48 hours later.

3. Testing

- a) The Contractor shall obtain in accordance with ASTM C-31 two samples from every other truck delivering concrete to the site and have the samples compression tested by an independent testing laboratory.
- b) Results of these tests shall be submitted to the Superintendent of Highways.

K. MONUMENTS

The monuments shall be installed at those locations shown on the approved final plat and as located in the field by a Licensed Land Surveyor. They shall be installed to a depth of at least 30 inches below finished grade with the top surface to be flush with finished grade. Upon the installation of the monuments the location shall be certified to the Town by a Licensed Land Surveyor as to their accuracy. See Appendix G.

L. FINAL GRADING

- 1. Upon satisfactory completion of the utilities and roads, the entire area within the right-of-way shall be raked, graded, seeded and mulched to the approved plans.
- 2. The site Contractor shall be responsible to fine grade the right-of-way and maintain erosion control. In those areas where home building has started, clean up, site maintenance and erosion control will then become the responsibility of the builder.
- 3. Debris and spoil banks created during the development (not home building) of the site shall be entirely removed and/or disposed of from the site. No burying of debris or material shall be allowed on approved or proposed building lots.

M. SIGNS

- 1. Street and traffic signs shall be supplied and installed by the Highway Department in accordance with standards outlined in the National Manual of Uniform Traffic Control Devices (including the New York State Supplement).

2. Signs and posts shall be ordered by the Highway Department for consistency throughout the Town. Upon receipt of signs, they shall be placed in the field by the Highway Department with sign, post and installation cost the responsibility of the Developer.

2.

N. ROADSIDE DITCH PIPING GUIDELINES

Roadside ditches shall not be enclosed with drainage piping systems unless expressly approved by the Town of Canandaigua Highway Superintendent or designee. If roadside ditch piping is approved, proposed drainage system shall be adequate to pass appropriate design flood in the roadside ditch without adversely impacting Town Road and adjacent property owners. In no case shall a pipe be smaller than 12-inches in diameter. Maximum spacing for drainage structures shall be no more than 200-feet; increase structure spacing may be required. All drainage piping and structures shall be installed on line and grade with existing upstream and downstream ditch inverts to adequately maintain existing roadside drainage. The need for safety slope end sections and/or culvert bar grates at drainage system ends shall be evaluated by the Town Highway Superintendent or designee. Headwalls of any kind shall not be placed at the drainage system ends.

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ARTICLE V – DRAINAGE IMPROVEMENTS

5.0 DESIGN CONSIDERATIONS

A. GENERAL DESIGN CRITERIA

This section provides guidance for the design of storm drainage facilities within the Town of Canandaigua Municipal Separate Storm Sewer System (MS4). These facilities shall be designed to collect and transport the run-off from streets, lawns, paved areas, roof areas, and upstream areas while meeting the MS4 requirements. The developer is required to:

1. Follow the most current edition of New York State Stormwater Design requirements located in the New York State Stormwater Management Design Manual.
2. Complete and submit an MS4 SWPPP Acceptance Form (Appendix ST-2.0) to the Town of Canandaigua MS4 Program Coordinator for approval.
3. File for the latest version of the State Pollutant Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Construction Activities and submit a Notice of Intent (NOI) form to obtain permit coverage. A copy of the MS4 Acceptance Form is to be submitted to NYSDEC with the NOI. A copy shall also remain within the approved SWPPP.

B. HOUSE AND LOT STORM DRAINAGE

1. Finished ground level adjacent to house foundation wall shall be a minimum of one (1') foot higher than the edge of pavement or shall provide a minimum slope of 2% away from the foundation to a swale, culvert, or other collection system. Provisions shall be made for draining positively the surface of each lot by proper grading and construction of swales, ditches or drains. These items shall receive the same careful design attention as the street drainage system (see Appendix G).

2. Provisions shall be made for discharging roof and basement drainage into the street drainage system. This shall be accomplished with the use of storm sewer laterals. When gravity discharge from the basement drain cannot be obtained, sump pumps with appropriate check valves shall be installed.
3. Where storm sewers are not available, roof and basement drainage shall be discharged to splash blocks and be directed away from neighboring properties and foundations.
4. No laundry, sanitary, or kitchen wastes shall be discharged to a storm drainage system. No drain connections from garage floors shall be permitted to enter drainage swales or a storm drainage system.
5. Storm drain laterals shall have outside cleanouts.
6. Rear yard swales shall have a minimum grade of 2%. Where this cannot be provided, a concrete gutter may be required. Under no conditions will a grade of less than 1% be allowed for drainage swales.
7. Yard inlets shall be provided along swales to collect runoff from a maximum distance of three (3) lots or four hundred (400') feet (in any one direction), whichever is less.
8. Additional design requirements can be found under the Town of Canandaigua Steep Slope Protection Law (Chapter 220, Section 220-8).

C. STORMWATER MANAGEMENT FACILITIES

1. Stormwater management facilities (SMF), such as (but not limited to) artificial ponds and wetlands, shall be required to mitigate the impact of land development on downstream properties and drainage systems.
2. Stormwater management facilities and erosion control measures in all new land development shall be provided in compliance with the MS4 and NYSDEC requirements; and where the Town Engineer determines it is necessary in order to provide proper drainage and/or erosion control.
3. The Town reserves the right to establish particular parameters in each individual instance. The following represents the basic philosophy regarding the design of stormwater management facilities:
 - a) Requirements of the New York State Department of Environmental Conservation (NYSDEC) shall be considered and shall be used in cases where they are more stringent than the requirements presented in this document.
 - b) SMF's shall be designed to discharge not more than 90% of Pre-Developed runoff rates under Post Developed conditions.
 - c) Best manageable practices shall be implemented where possible.

- d) All detention/retention facilities designs shall evaluate the impacts of a 2-year, 10-year, 25-year, and 100-year design storm.
 - e) All SMF's shall be designed so that a 100-year storm event is routed through the principal spillway in lieu of utilizing the auxiliary/ emergency spillway.
 - f) New York State Dam Safety Regulations, where applicable.
 - g) No developed area shall discharge more stormwater into adjacent culverts and channels than occurs under a predeveloped/natural condition.
 - h) The flow capacity of channels and culverts immediately downstream from a development does not necessarily govern the total drainage system capacity downstream.
4. A plan view and details are required to show the stormwater management facilities location, size, inlet structures, and outlet structures, as well as any appurtenances. An access easement may be required to be provided around all portions of the stormwater management facilities or the stormwater management facilities may be located on land dedicated to the Town.
 5. Under some instances, the Town may recommend and/or negotiate a fee in lieu of constructing an on-site stormwater treatment facility with the Developer, particularly when nearby downstream regional stormwater management facilities already exist and have the capacity to handle additional stormwater or site restrictions on the applicants' property inhibit the installation of such a facility or for other site related/stormwater related reasons as directed by the Town. This fee shall be used for either maintenance improvements to the existing downstream facility into which the proposed development would contribute stormwater, toward the maintenance and/or development of drainage channels, culverts, etc., or toward the possible creation of a new downstream regional stormwater management facility if there appears to be a need for one in the area.
 6. Snow storage needs should be considered in the design of the SMF.

D. WATER QUALITY & QUANTITY REQUIREMENTS

1. The Town of Canandaigua is supportive of initiative to preserve water quality in all major streams, creeks, and tributaries. Water quality initiatives are designed to reduce the thermal impacts, sediment load, and intrusion of pollutants into sensitive streams that support fish and wildlife habitat. Water quality preservation measures shall be incorporated into all developments either through construction of man-made wetlands, mechanical purification methods, or cash contributions to regional water quality facilities.
2. All development in the Town of Canandaigua shall incorporate water quality preservation measures into the design of the project as follows:

- a) If the total project disturbance is 1-acre or more, the project will be required to meet the MS4 and NYSDEC General Permit requirements.
 - b) If the project involves the creation of 5,000 square feet or more of cumulative parking area, the project will be required to provide water quality preservation measures and be designed to evaluate the impacts of at least a 10-year design storm.
- 3. All development in the Canandaigua Lake Watershed Area with a distance of 500 feet or more away from the Canandaigua Lake shall incorporate water quality preservation measures into the design of the project as follows:
 - a) If the total project disturbance is 20,000 square-feet or more, the project will be required to provide water quality preservation measures and be designed to manage the impacts of a 2-year design storm.
- 4. For all development within the Canandaigua Lake Watershed, water quality preservation measures shall be designed to provide Enhanced Phosphorous Treatment as outlined in chapter 10 of the New York State Stormwater Management Design Manual.
- 5. The required water quality treatment volume shall be calculated as described in the latest edition of the "New York State Stormwater Management Design Manual".
- 6. The use of mechanical treatment systems shall be considered upon review by the Town Engineer. If such mechanical treatment systems be approved, the developer must submit a Maintenance Agreement to assure the long-term care and cleaning of any mechanical treatment systems approved.

5.1 MATERIAL SPECIFICATIONS

A. GENERAL

The materials presented herein are deemed to be of satisfactory quality for installation within the Town. When other materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. STORM DRAINS

- 1. General Requirements:
 - a) Minimum pipe size - 12 inch diameter*
 - b) Minimum velocity when flowing full - 3 fps
 - c) Maximum manhole and catch basin spacing - 300 lineal feet.
 - d) In general, only natural waterways may be continued in open channels. Street drainage and other parts of a storm sewer system shall be in closed

conduit. When gradient and tributary runoff require conduit greater than 36 inches in diameter, then open channel design may be considered after review by the municipality.

- e) All pipes shall be smooth bore.

*Any drains less than 12" must be justified with drainage calculations and shall be subject for review by the Town of Canandaigua Highway Superintendent and the Town Engineer.

2. Reinforced Concrete Pipe (RCP)

Shall be supplied in conformance with ASTM C-76 Class II. Joints shall be of the bell and spigot type with compression type joint ASTM C-443.

3. Polyvinyl Chloride (PVC) Pipe

Shall meet the requirements of ASTM D-3034 or ASTM F-679, minimum wall thickness SDR-35 with elastomeric gasket joint, ASTM D-3212. PVC pipe shall not be used as driveway culverts.

4. Corrugated Steel Pipe

All pipes shall be coated inside and outside and have joints made with connecting bands. Thickness gauge will be dependent on the load conditions, except that 16 gauge shall be the minimum allowable thickness.

5. High Density Polyethylene (HDPE)

All HDPE storm drainage pipes shall be corrugated with a N12 smooth interior and shall conform to AASHTO M-294. All fittings shall conform to ASTM D1248.

6. Storm Laterals

- a) PVC conforming to ASTM D-3034, with a wall thickness of SDR-35 and a minimum pipe diameter of 6 inches.
- b) Sump pumps and roof runoff shall discharge to storm laterals or, in the absence of storm sewers, to splash pads directed to side or rear yard drainage swales.

7. Catch Basin Leads

Shall be a minimum of 12 inches in diameter (see Appendix ST); cross-over pipes are to be 12 inch perforated. Catch basin leads shall only be connected to the storm sewers at manholes except in those areas where the storm sewer is 24 inches in diameter or greater. In these instances, the catch basin leads can connect directly to the pipe

- a) Reinforced Concrete Pipe.

b) Polyvinyl Chloride Pipe (PVC).

c) Corrugated Steel Pipe.

8. Underdrains

a) Shall be a minimum of 4 inches in diameter, perforated polyethylene.

b) Required on all Town Collector, Local and Industrial Roads unless determined to be unnecessary by the Town Highway Superintendent.

C. **MANHOLES**

1. All storm manholes shall be designed to accommodate the pipes entering and exiting the structures. A schedule of manhole diameters, inverts, and rim elevation shall be provided on the final plan

2. Manholes

a) Precast reinforced concrete sections shall be manufactured in accordance with ASTM Specification C-478. Riser sections shall have tongue and groove ends and super "O" joints and gaskets conforming to ASTM C-443. Manhole bases may be pre-formed or poured in the field. Roof slabs shall be precast structural concrete, reinforced for H-20 loading and 30 percent impact loading. A 24-inch diameter hole shall be eccentrically located in the roof slab. In place of preformed openings in base sections, flexible manhole sleeves (rubber boots/A lok) cast directly into the base walls may be used with compatible pipe material.

b) All manholes shall be sealed inside and outside completely with two coats of heavy-duty water repellent protective coating which complies with ASTM Specification D-450, Type B.

c) Manholes constructed of other materials shall be considered for approval following a review of said manhole construction. In specifying these manholes, the Developer's Engineer shall submit adequate design data and/or shop drawings to substantiate the materials.

3. Manhole Ladders and Steps

a) Manhole ladders or steps shall be provided in all sanitary and storm manholes and shall be constructed of one of the following materials.

i. Non-corrodible, aluminum magnesium alloy ladders, with intermediate supports at 5-foot intervals.

ii. Forged aluminum with drop front design and grooved tread surface.

iii. Nylon/Co-Polymer Polypropylene with steel reinforcement manhole steps.

- iv. Cast iron steps shall not be used.
 - b) Steps shall be cast into the walls of riser sections and shall be aligned in each section to form a continuous ladder with rungs equally spaced vertically in the assembled manhole at a distance of 12 inches apart. The first step shall be a maximum of 32 inches from the manhole cover. Step alignment less than 1" (vertical) alignment tolerance in all manholes.
4. Frames and Covers
- a) Storm Manhole Frames and Covers
 Shall be Neenah R-1723 or East Jordan Casting No. 1203 with a vented cover or other approved equal. The inside diameter for clearance shall be a minimum of 24 inches.
 - b) Catch Basin Frames and Grates
 - i. Shall be rectangular, galvanized (ASTM A-123) and sized to fit gutter inlets or field inlets. The gutter grates shall be NYSDOT size no. 9 to fit the catch basin inside dimensions of 24" x 24". The minimum field inlet shall be NYSDOT size no. 9 to fit a field inlet of 24" x 24" inside dimension.
 - ii. Catch basin manholes shall be set to allow a NYSDOT size no. 9 grate to be installed.
 - iii. Catch basins shall be placed at all low points and intersections with maximum spacing of 300 feet.
 - iv. Frames and grates shall be as specified in NYSDOT Specification Drawing 655-6R1 and Section 655 of the NYSDOT Standard Specification Manual. All grates shall be bolted to the frames.

P. EQUIVALENTS

- 1. Any material and manufacturer substitutes are to be provided in advance to the Town Highway Superintendent for review and approval.
- 2. For any project it will be assumed that the Developer will furnish the exact materials specified on the plans and specifications unless the Developer files with the Town of Canandaigua Highway Superintendent prior to any use in the development, the names and complete description of each article which he proposes to substitute for approval by the Town.
- 3. Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.

5.2 INSTALLATION OF IMPROVEMENTS

A. PIPE INSTALLATION

1. Line and Grade

All pipes and appurtenances of whatever character shall, when set, conform to the alignments and grades required by the Design Engineer. All of the required special castings and other fixtures that are indicated upon the plans, or that may be required during the progress of the work, shall be installed in their proper positions. Wye connections may be stone encased with the approval of the Town of Canandaigua.

2. Laying Pipe and Castings

The Contractor shall use suitable tools and appliances for the safe and convenient handling and laying of all utilities and appurtenances. All pipes and castings shall be carefully examined by the Contractor for defects and no pipe or casting which is known to be defective shall be laid. All PVC pipe shall be glossy with the manufacturer's marks legible. If defective pipe or castings should be discovered after being laid, these shall be removed and replaced with sound pipe or castings. The pipes shall be cleaned before they are laid and shall be kept clean until they are accepted with the completed work. All ends of the pipes shall be watertight capped to exclude water and debris from entering the pipes except during the actual pipe laying.

Sewers shall be built to the lines and grades between manholes as shown on the project drawings. The Contractor shall provide sufficient grade control to properly install the pipe and appurtenances. Sewer pipe shall be laid upgrade with spigots placed in the direction of flow. All pipes shall be fitted together to form a smooth, even invert. Pipes disturbed after laying shall be removed and relaid.

After the pipe has been placed and adjusted to line and grade, the bed shall be trimmed to support the pipe for its entire length. Material used for bedding shall be thoroughly compacted under the bottom and the haunches of the pipe. The trench shall then be backfilled to above the top of the pipe and carefully compacted to hold the pipe in position.

3. Cutting Pipe

Whenever it may be necessary to cut any straight pipe for any purpose, cutting shall be done to the satisfaction of the Engineer in such manner as will not cause any cracking of the pipe.

B. MANHOLE CONSTRUCTION

1. General

- a) Manholes shall be constructed of the size, type and at the locations shown on the Plans, or as designated by the Design Engineer in the field.
- b) The manhole bed shall be excavated level and include a minimum of 6 inches of crushed stone.
- c) Manhole risers and flat slab covers shall be precast reinforced units. Manhole bases may be precast "Monobase" or field poured with 3,500 psi concrete.
- d) Eccentric cone sections may be used on the top of manhole riser sections if the inside height dimension from the bench wall to the bottom of the eccentric section exceeds 8 feet.
- e) Interior and exterior concrete surfaces shall be sealed by the supplier and touched up or recoated by the Contractor with like material.
- f) Any pipe entering a manhole shall be neatly cut before installation in the manhole. Pipe shall not be "chipped off" after installation.
- g) All openings and joints in the manhole sections shall be completely filled once the sections are set, with non-shrink grout* and enhanced with Xypex Admix, and after grout is cured, sealed with 2 coats of approved bitumastic coal tar sealer.

*When PVC is used all openings around pipes shall be completely filled with 100 percent epoxy non-shrink grout.
- h) Before each barrel of the manhole is set, the joint shall be cleaned and the barrel correctly aligned, so that the steps form a continuous ladder. The first step shall be a maximum of 30 inches below finished grade and continue to the top of the bench wall.
- i) It is the intent of these specifications that manholes are constructed which will exclude all ground water, by means of carefully constructed foundations, tight barrel joints and the coating of the inside and outside of the manholes.

2. Frames and Covers

The frames shall be firmly set in a bed of not less than one full inch of cement mortar and adjusted to the finished grade. The manhole frame may be set directly on the concrete roof slab, providing the top will be at the proper grade; otherwise, precast concrete spacers or bricks shall be mortared to the roof slab to raise the frame to the proper grade. A maximum of three courses of spacers or bricks shall be used to adjust the frames and grates to the proper grade.

3. Inverts

Inverts shall be constructed in all manholes. The inverts may be constructed of the mainline pipe or brick (Grade SS) and shall be the depth of the pipe. When PVC material is used, all brick, concrete or other masonry material that interfaces with the PVC shall be adhered to the PVC with 100 percent epoxy non-shrink grout. Manholes with 2 or more inverts shall have a smooth transition of flow.

4. Drop Manholes

Wherever the invert of the entering sewer is more than 2 feet above the invert of the outlet sewer, it shall be connected with a vertical outside drop with a clean-out pipe half bricked up. When drops are placed, the entire excavation around the drop pipe shall be filled with stone encasement extending not less than 2 feet along the main sewer.

The clean-out opening in the barrel of the manhole shall be cut in after the manhole wall pipe is in place and the joint between the clean-out pipe and the manhole wall shall be thoroughly sealed with cement mortar on the inside and bituminous joint material on the outside.

5. Shallow Sewer Manholes

Where any manhole is less than 4 feet from invert to bottom of roof slab, the Contractor is to provide a manhole as shown in Appendix S. The roof slab shall be precast structural concrete reinforced to withstand a concentrated H-20 load plus 30 percent impact. The slab shall be formed to fit into the ends of the vertical pipe and shall have a full bearing for its entire circumference.

6. Sealing of Manholes

All manholes shall be sealed with two (2) coats of approved bitumastic coal tar sealer as applied by the manhole manufacturer to the entire interior and exterior surfaces in minimum dry thickness of 11 mils per coat. Application shall be in accordance with the coating manufacturer's recommendations and shall be certified thereto by the suppliers. Before placement in the field, abraded areas shall be touched up with two coats of like material by the Contractor. Covers and other exposed surfaces shall also be coated in the field. Improper materials or coating thickness shall be cause for rejection of manhole sections.

C. CATCH BASINS

1. General

- a) Catch basins shall be constructed as shown in the Appendix H or as shown on the plans for special conditions. Catch basins shall be constructed of precast concrete.
- b) All catch basins shall be coated inside and outside with two coats of heavy-duty coal tar sealer.

- c) Catch basins within the Canandaigua Lake Watershed shall be marked with a permanent metal storm drain marker which states “No Dumping – Drains to Lake,” or similar text approved by the Town Highway Superintendent.

ARTICLE VI – EROSION & SEDIMENT CONTROL

6.0 DESIGN CONSIDERATIONS

A. GENERAL

In order to assure that the surrounding properties and watercourses will not be subjected to siltation or erosion the Developer shall be required to follow certain erosion control practices. Such procedures may include, but are not limited to:

1. All construction projects shall be designed, installed and maintained per the requirements set forth in the latest edition of the “New York Standards and Specifications for Erosion and Sediment Control Manual”.
2. A detailed construction sequence outlining the individual steps to be taken during construction shall be provided on the erosion and sediment control plan (see Appendix G for an example of a construction sequence).
3. Best management practices shall be utilized that are consistent with the latest edition of the “New York Guidelines for Urban Erosion and Sediment Control”.
4. Water quality measures shall be utilized during the construction of all projects that meet the requirements of Section 5.0 of this Article.
5. Erosion and sedimentation control plans should be designed to mitigate any impacts to downstream properties and receiving waters.

6. Where possible, a finished grade should be established and then top-soiled and seeded as quickly as possible.
7. Installing stormwater management facilities (SMF) prior to grading operations.
8. Installing and maintaining all perimeter erosion and sediment control measures prior to any ground disturbance such as silt fencing and temporary sedimentation basins at all points of storm water discharge from the property.
9. Minimize site disturbance by conserving as much natural vegetation as possible limiting the area of disturbances to the smallest practical area of land at any one time during development.
10. Provision for temporary vegetation and/or mulching to protect critical areas.
11. Provisions for adequate drainage and management facilities to treat, retain, and convey the increased runoff caused by changed soil and surface conditions during and after development.
12. Installation of permanent final vegetation and structures as soon as practical.
13. Provision of adequate protective measures when slopes in excess of 15% are graded; and minimizing such steep grading.
14. Provision for interceptor swales and sedimentation basins along the lower edges of all developments, and these shall be shown on the plans.

B. Development in the Canandaigua Lake Watershed (CLW):

1. Development that requires post construction water quality measures such as SMFs, the developer is required to provide daily observation of the site by a NYS Licensed Professional Engineer or a Certified Persons in Erosion and Sediment Control (CPESC). These observations are to be in conformance with the NYS SPDES General Permit (most recent version) and Town of Canandaigua MS4 requirements and shall continue until such time that the mass grading of that section or phase is completed and all stormwater management components of the approved project SWPPP are installed and functioning.
2. Development in the CLW that does not require post construction water quality measures but disturbs at least 1 acre and have been determined by the Town Code Enforcement Officer (CEO) to have a high erosion risk are required to provide observation of the site at least two times per week (separated by at least two calendar days) by NYS Licensed Professional Engineer or CPESC. These observations are to continue until such time that all stormwater management components of the approved project SWPPP are installed and functioning.
3. Reduced observation frequency shall be only authorized by the Town CEO with consultation of approved governing agencies (Watershed Inspector, Watershed Program Manager, Town Engineer, etc.) after written request by

the developer. These observations do not relieve the developer of the stormwater requirements per the NYS SPDES General Permit (most recent version). The observer will report any site compliance issues or deficiencies to the Town CEO. The CEO reserves the right to review the qualifications of the observer.

4. Development in the CLW that will disturb more than 5 acres at one time and have received a 5-acre waiver (written approval) from the Town of Canandaigua (MS4) shall be required to coordinate the regular stormwater observations (required by the NYS SPDES General Permit) with the Watershed Inspector and the Watershed Program Manager.
5. Developments that disturb less than 5 acres at one time may be inspected periodically by the Watershed Inspector and Watershed Manager to verify that all SWPPP components are installed properly and that the site is not contributing to the contravention of water quality standards.

ARTICLE VII – SANITARY IMPROVEMENTS

7.0 DESIGN CRITERIA

A. GENERAL

The materials intended to establish the degree of excellence are herein included are deemed to be of satisfactory quality for installation within the Town. When alternative materials may be made available, their use may be permitted in limited test sections with the restriction that should these materials prove unsatisfactory through the test period as established by the Town, they shall be removed and replaced with those herein called for at no expense to the Town.

B. INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS

1. Individual On-site Wastewater Treatment Systems

Where public sanitary sewers are not available, individual on-site wastewater treatment systems shall be designed and must conform to the minimum requirements established by the New York State Department of Health per Appendix 75-A of Part 75 Chapter 11 of Title 10 effective 12/1/90 or the latest revisions thereof and/or the Department of Environmental Conservation Design Standards for Wastewater Treatment Works (1996), and Town Code, respectively, and any other agency or authority with jurisdiction.

- a) Individual on-site wastewater systems proposed within the Canandaigua Lake Watershed must additionally conform to the requirements and procedures adopted by the Canandaigua Lake Watershed Commission and enforced by the Canandaigua Lake Watershed Inspector.
- b) Provisions may be required to make the individual house plumbing for connection to future sanitary sewer system.
- c) A “dry” sanitary sewer system may be required in those areas that are adjacent to proposed trunk sewers established in the Town of Farmington Sewer Master Plan.
- d) Leach lines shall not cross over or under water, gas or storm laterals, nor be located underneath the driveway area.
- e) Must be designed by a New York State Licensed Professional Engineer.

2. Alternate Systems

Alternate systems may be submitted for review by the New York State Department of Health with the following additional restrictions by the Town of Canandaigua:

- a) Any fill or built-up (Raised Bed) system shall have a taper section ending a minimum of 100 feet from any property line.
- b) Fill limits shall include a minimum 50% future expansion area.
- c) Fill systems require percolation tests, completed by a New York State Licensed Professional Engineer, in the in-situ fill and placed fill after it has been in place for at least six months and over at least one winter season.
- d) Detail plans for all individual on-site wastewater treatment systems associated with developments defined as subdivisions by the Public Health Law shall be subject to the approval of the New York State Department of Health.

C. PUBLIC SANITARY SEWERS

- 1. Generally, all public sanitary facilities and installations within the Town of Canandaigua are under the jurisdiction of the Ontario County Department of Public Works (Canandaigua Lake County Sewer District). Accordingly, all design, material, construction and testing shall be performed in accordance with and are subject to the standard specifications of and subject to acceptance by this Agency.
- 2. A small geographic area of the Town of Canandaigua is tributary to the Town of Farmington. In this area all design, material, construction and testing shall be performed in accordance with and are subject to the standard specifications of and

subject to acceptance by the Town of Farmington Sewer Department.

3. Detail plans for all public sanitary sewage facilities are to meet the requirements of and are subject to the approval of the New York State Department of Health and the New York State Department of Environmental Conservation.

ARTICLE VIII – CONSTRUCTION REQUIREMENTS

8.0 GENERAL

Once the Planning Board has granted final approval and before the issuance of permits, the Developer, so as to assure the proper and timely completion of the required improvements, shall submit the following:

- tender of dedication and deeds to all streets
- easements
- agreements
- irrevocable Surety

Once this information is provided a preconstruction meeting is then scheduled.

A. Pre-Construction Meeting

1. A pre-construction meeting shall be requested by the Developer and scheduled through the Development Office and Code Enforcement Officer or a Town Representative prior to the start of construction of a development. The Developer, his Contractor and Design Engineer shall meet with all utility representatives, the

Town Code Enforcement Officer, Town Engineer, appropriate Department representatives and project observers to discuss the overall project, its impacts and schedules. A schedule of construction shall be presented in writing at this meeting by the site contractor. Meeting minutes will also be taken and filed with the project as an accurate summary of the discussion.

2. Prior to scheduling a pre-construction meeting, the following items are to be completed:
 - a) Plans must be signed by all required parties.
 - b) If required by the Planning Board, a surety is to be provided to the Town Development Office for review and processing in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F).
 - c) Approved Stormwater Pollution Prevention Plan (SWPPP) and signed MS4 SWPPP Acceptance Form.
 - d) All required agreements and easements have been submitted for review.
 - e) State Historic Preservation Office (SHPO) compliance letter “No Impact” where applicable, is to be provided.
 - f) Building Permit application completed and submitted to the Development Office.
3. Developments within the Canandaigua Lake Watershed will require the attendance of the Canandaigua Lake Watershed Inspector and the Canandaigua Lake Watershed Program Manager at the pre-construction meeting.

B. Construction Schedule

The Developer shall provide a construction schedule showing the order in which work will be completed at the pre-construction meeting. The schedule shall be reviewed at the pre-construction meeting, revised and resubmitted if necessary. No work will begin until a schedule is acceptable to and is on file with the Town Development Office.

C. Permits

The Developer shall secure all necessary permits from the Town including Highway and Water Departments, and any other agency who may have authority over any work prior to the start of construction.

D. Offers of Dedication

The developer shall tender offers of dedication in a form satisfactory to the Town Attorney of all land included in streets, highways or parks, not specifically reserved by him. Approval of a Plan by the Planning Board shall not constitute an acceptance by the Town Board of the dedication of any street; highway, utility, park or other public’s open space.

E. Surety/Letter of Credit – Large Projects

A Surety/Letter of Credit furnished for the installation of the required improvements shall

be in the amount as determined by the applicants design professional, stamped and signed by a NYS Licensed Professional, and reviewed by the Town Engineer as to form, sufficiency and manner of execution. The Surety/Letter of Credit shall be issued in favor of the Town of Canandaigua and shall assure the complete installation of the required improvements within a specified period, not longer than three years. The Surety/Letter of Credit shall be issued to the Town for an initial minimum period of one year.

The Surety must be accepted by the Town Board before the Site Development Permit is issued.

The amount shall include but not be limited to the following items:

- Total estimated construction cost of all utilities, laterals, water services, roads, gutters, earthwork, drainage and stormwater mitigation improvements, etc.
- Minimum 10 percent contingency factor.
- Engineering and construction observation charges will be a minimum of 6 percent based on the project complexity and construction schedule.
- Street signs and surveyor's monuments.
- Record drawings & GIS information of installed facilities.

F. Special Sureties – Small Projects

1. General

Special Sureties shall be a form of surety guaranteeing that the plan is executed according to the final approval. In the event that the execution is not consistent with the approved plan the surety shall be exercised by the Town to construct the required elements.

- a) The Town Clerk may receive the Surety in the form of a Bank Check.
- b) The Surety shall be in the amount as determined by the applicants design professional, stamped and signed by a NYS Licensed Professional, and reviewed by the Town Development Office if under \$20,000.00 and if greater than \$20,000.00 reviewed by the Town Engineer, as to form, sufficiency and manner of execution.
- c) All special sureties require the review and approval of the Town Attorney prior to being processed.
- d) All special sureties received by the Town of Canandaigua will be reviewed and processed in accordance with Local Law 19 of 2017 Amending Chapter 174,

Section 174-32(F) [including the most recent amendments] and must be accepted by the Town before the Site Development Permit is issued.

2. Erosion Control Guarantee

All projects shall provide an erosion control plan designed to meet the requirements of the New York State Department of Environmental Conservation or other authorities having jurisdiction. The developers engineer shall provide an engineer's estimate of the cost to execute the plan as approved by the Planning Board, for review. An Erosion Control Surety in an amount approved by the Town will be required prior to the issuance of a site development permit.

3. Landscaping Guarantee

The developer shall provide an estimate of the cost to execute the approved landscaping plan, as approved by the Planning Board, for review. A Landscaping Surety in an amount approved by the Town will be required prior to the issuance of a site development permit.

8.1 METHODS OF RELEASE OF FINANCING SECURITY

A. Surety/Letters of Credit – Large Projects

The procedure required for the release of funds is as follows:

- 1 Submission of periodic construction cost estimates by the Contractor and Developer to the Town of Canandaigua Code Enforcement Officer, Town Highway & Water Superintendent, and the Town Engineer.
2. The site shall be reviewed by the Town Code Enforcement Officer, Town Highway & Water Superintendent, Town Engineer, and Developer's agents to review the comparison of the work completed to the monetary value of the requested release of funds.
3. The Developer's Engineer, Developer, Town Code Enforcement Officer, Town Highway & Water Superintendent, and Town Engineer shall approve in writing all requests for release of funds up to 90 percent of the total amount of an item. (See Appendix G for Town of Canandaigua Letter of Credit Release Form)
4. The Town Engineer, upon completing a coordinated review with the Town Code Enforcement Officer and Town Highway & Water Superintendent, shall then submit a completed Town of Canandaigua Surety/ Letter of Credit Release Form, Applicants Engineers Estimate, and a letter of recommendation to the Town Development Office and Town Clerk. All releases are to be processed with the Town's Planning Board for recommendation to the Town's Fiscal Office for release of funds. Approval by the Town officials for authorized periodic payments is not to be construed as acceptance of the work completed to date.

5. Partial release from the Surety/Letter of Credit may be granted by the Planning Board as individual components of the subdivision development are completed. This shall not be construed as acceptance of the work by the Town.
6. If the required improvements are not completely installed within the period fixed or the extended period approved by the Planning Board or Town Board, the Town Board may declare the Surety/Letter of Credit in default and collect the amount payable thereunder. Upon receipt of such amount, the Town shall cause installation of the improvements covered by the Surety/Letter of Credit and as commensurate with the extent of building development that has taken place in the subdivision, not exceeding the monetary value of the Surety/Letter of Credit.

B. Special Sureties – Small Projects

The procedure required for the release of funds is as follows:

- 1 Submission of a request for release of a special surety by the applicant and/or representative is to be provided to the Town Development Office.
- 2 The site shall be monitored by the Town Code Enforcement Officer, Town Highway & Water Superintendent (where applicable), Town Engineer (if requested by the Town), and Developer's agents, to review the comparison of the work completed to the monetary value of the requested release of funds.

a) Erosion Control Guarantees

Release of the Erosion Control Guarantee shall be made following the completion of the approved work and the successful establishment of a permanent vegetative cover over all the disturbed areas.

b) Landscaping Guarantee

Release of the Landscaping Guarantee shall be made one year after verification of the successful planting and survival of the proposed elements.

- 3 Once the requested release is authorized by the Town Code Enforcement Officer:

a) If the requested surety amount is less than \$20,000

- The Town Code Enforcement Officer will
 - Prepare a letter of recommendation regarding the approved dollar amount to be released.
 - Sign the Town of Canandaigua Surety Release Form for Special Sureties.
 - Forward the letter of recommendation and signed surety release form to the Town Clerk.
- The Town Clerk will forward to the Planning Board for review and

authorization.

- Once authorized by the Planning Board and returned to the Town Clerk, the release request will be processed in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F) [including the most recent amendments].

b) If the requested surety amount is greater than \$20,000

- The Town Code Enforcement Officer will forward his approval of the release to the Town Engineer.
- The Town Engineer will review the requested release amount with the approved estimate and prepare a letter of recommendation regarding the approved dollar amount to be released.
- The Town Engineer will forward the letter of recommendation and Town of Canandaigua surety release form to the Town Clerk.
- The Town Clerk will forward to the Planning Board for review and authorization.
- Once authorized by the Planning Board and returned to the Town Clerk, the release request will be processed in accordance with Local Law 19 of 2017 Amending Chapter 174, Section 174-32(F) [including the most recent amendments].

4 For Final Releases please refer to Article IIX Requirements for Dedication

8.2 FORMATION OF DISTRICTS

A. Between the interval of preliminary and final approvals of the land subdivision plat, the Developer shall:

1. Petition the Town Board for the creation of districts or extensions of districts as necessary for a given development. Those districts or extensions may include water, sewer, drainage, sidewalks, lighting and/or any particular district created for a specific purpose.
2. Coordinate with Canandaigua Lake County Sewer District and/or the Town of Farmington Sewer Department, which manage sewage facilities within the Town of Canandaigua as the Town of Canandaigua does not operate and maintain sanitary sewer systems.
3. In order to preserve the continuity and format of the application of the districts to the various governing authorities, the Town Attorney and Town Engineer are

required to review the necessary documents and maps and the Town Clerk will be responsible for publication and filing requirements. All costs for the formation of these districts shall be paid by the Developer to the Town of Canandaigua within 30 calendar days of its receipt of a bill therefore.

4. Required improvement districts must be extended or created by the Town Board before the signature of the Planning Board Chairperson may be affixed to the approved subdivision plan.

8.3 FORMATION OF EASEMENTS

A. If easements are required on a project, the following procedure will be followed:

1. The developer will have his NYS Professional Engineer and/or NYS Licensed Professional Surveyor prepare easement maps and legal descriptions of all of the easements associated with the development.
2. The easements and legal descriptions are forwarded to the Town Engineer for technical review.
3. After technical review by the Town Engineer, the easement maps and legal descriptions are sent to the Planning Board Attorney to assure that the appropriate legal language is incorporated into the documents.
4. The Planning Board Attorney will then contact the developer's attorney to work out any concerns associated with the easement descriptions.
5. If any revisions to the easements are needed they are made by the developer's engineer or surveyor then resubmitted to the Planning Board Attorney for re-review. The Planning Board Attorney shall provide approved easements to the Town Board for review and acceptance.
6. Either the Planning Board Attorney or the Town Clerk will duly file the final easements and the charge of such will be borne by the developer.

8.4 CONSTRUCTION OBSERVATION

Before any construction begins on a subdivision or facilities to be dedicated to the Town, a pre-construction meeting in conformance with Section 9.0 must be held to address the Plans and intended improvements. The installation of improvements and development of any land shall be subject to construction observation at all stages by representatives of the Town. For such purposes free access shall be accorded and requested information shall be promptly submitted. All costs of construction observation, including testing of materials,

shall be paid for solely by the Developer. The Developer in either the Surety/Letter of Credit or Check shall provide a sufficient sum for the project observation costs.

8.5 HARDSHIPS

Where the Planning Board finds that because of unusual circumstances of a proposed development extraordinary hardship may result from the strict compliance with these regulations. The applicant should refer to the Code of the Town of Canandaigua for procedure regarding this issue.

8.6 BUILDING PERMIT & CERTIFICATES OF OCCUPANCY

~~Prior to issuance of a temporary or final certificate of occupancy, all infrastructure shall have been installed and dedicated (where applicable), and the site shall be permanently stabilized. These requirements may be altered or waived by the Code Enforcement Officer with the concurrence of the Town Highway & Water Superintendent.~~

All requirements of the Town of Canandaigua dedication process (Appendix G-9.0), including the construction of the road base materials, gutters (where required), sidewalks, lighting, and utilities, including Town Board acceptance of the items to be dedicated, are to be completed prior to the issuance of a Building Permit or at the discretion of the Town of Canandaigua.

Certificate of Occupancy for new single or multi-family dwellings or additions therein, or new commercial buildings or additions therein, shall also require the following:

1. All lawn areas shall be seeded and established and the site stabilized to meet the NYSDEC and Town of Canandaigua MS4 requirements prior to issuance of a Certificate of Occupancy, or at the Town's discretion which may be authorized when a suitable surety has been received.
2. A certified boundary survey, prepared by a licensed professional, be provided and include the following information:
 - a. Locations of all monuments, markers, pins, and pipe markers for the lot, and the distances of these items from the lot lines.
 - b. An as-built outline of the dwelling and all associated structures, with dimension lines shown extending from each structure to all boundary lines.
 - c. Finished elevations for the dwelling, and all attached and detached garages.
 - d. Locations of the following site features (if present on site): driveways, sidewalks, fences, retaining walls, stairs, and decks.
 - e. Locations of the following utilities and utility structures (if present): watermain, water service (including curb stop), private well, sanitary sewer, sanitary lateral, septic tank, distribution box, pump station, leach field, storm sewer, storm lateral,

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downspouts and leaders (including discharge points), electrical pull boxes, transformers, utility poles, and overhead wires.

- f. As-built contours at 1' intervals for the developed/altered portion of the lot. Contour information for the remainder of the lot may be from existing surveys or GIS data, and should be presented at an interval appropriate to adequately convey the shape of the land, and at a maximum interval of 10'.

ARTICLE IX - REQUIREMENTS FOR DEDICATION

9.0 GENERAL

- A. Prior to the closing out of a project, the expiration of a surety, authorizing final release of a surety, and dedication to the Town, a final inspection is to be completed by the Town Highway & Water Superintendent, Code Enforcement Officer, and Town Engineer (upon request). The Town of Canandaigua Final Inspection Form (Appendix G) is to be

completed and provided to the Town of Canandaigua Development Office, Town Clerk, and the Town Engineer for processing.

- B. In addition, prior to dedication taking place, the Town Attorney shall notify the Town in writing that all legal aspects of the project have been satisfied.

9.1 MONUMENTS

Monuments shall have been set in their required locations and certified by the applicants NYS licensed Professional Land Surveyor.

9.2 GRADING

Final grading and hydroseeding and mulching to achieve full stabilization shall be completed within the right-of-way and all spoil removed from the site.

9.3 LANDSCAPING

All landscaping is to be completed as per the approved plans and inspected by the Town of Water and Highway Superintendent, Code Enforcement Officer, and Town Engineer when applicable. All street trees are to be of an approved specie or approved equal by the Town Highway & Water Superintendent.

9.4 STREET SIGNS

Permanent street signs, of the same specifications as those of the Town Highway Department, shall be erected at each intersection by the Highway Department and paid for by the developer.

9.5 EASEMENTS & AGREEMENTS

Prior to issuance of permits, all easement descriptions and maps are to be provided to the Town Development Office, reviewed and approved by the Town Engineer and Town Attorney, accepted by the Town Board, and filed with the County Clerk and Town Clerk.

All ~~easement~~ and right-of-way descriptions, maps, deed(s), and stormwater maintenance agreements are to be provided to the Town Development Office, reviewed and approved by the Town Engineer and Town Attorney and accepted by the Town Board prior to authorizing final release of a surety, the expiration of a surety, and dedication to the Town.

Should any new easements or easement revisions be required due to field changes or other construction related deviations, said easements shall be reviewed, approved, and filed in accordance with the above process prior to the final release of a surety, expiration of a surety, and dedication to the Town.

9.6 RECORD DRAWINGS

- A. Four (4) prints of the record drawings and one (1) ~~CD~~ digital copy of the information in compliance with the list of requirements below shall be submitted to the Development Office for processing. The Record Drawings are to be provided to the Highway & Water Superintendent, Code Enforcement Officer, and Town Engineer for review and approval.

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A.

- B. Once approved, four (4) copies of the record drawings and two (2) CD's containing the digital information is to be provided to the Town of Canandaigua Development Office for distribution (Development Office, Town Clerk, Town Engineer, and Highway & Water Superintendent).
- C. The following requirements are to be provided to insure consistency with the Town of Canandaigua GIS program and to facilitate addition to the Town of Canandaigua's GIS Online Website:
1. All survey data to be in NAD 83 coordinates. NY Central projection units – US Feet.
 2. All elevations to be based on NAVD 88 Othometric Heights.
 3. A minimum of one site benchmark will be established.
 4. All infrastructure dedicated to the Town of Canandaigua is to include but not limited to: monuments and pins delineating dedicated Town of Canandaigua properties, fire hydrants, storm & sanitary manholes, catch basins, water valves, curb stops, sewer cleanouts, light poles and stormwater management facilities.
 5. Delivered to the Town of Canandaigua in a .dwg format that include the following attributes with each structure:
 - Northing
 - Easting
 - Ortho Height
 - Point Code
 - Point I.D.
 - Material
 - Manufacturer
 6. All required points and attributes are to be included in separate files in either .csv or ascii format so that they can be processed and uploaded onto the Town of Canandaigua's GIS Program.
 7. Water line record information to be delivered in a .dwg format with attribute data to include length of line, material and size.
 8. Sanitary sewer line record information to be delivered in .dwg format with attribute data to include length of line, material, size, inlet line, outlet line, slope line, and flow direction arrows.

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9. Storm sewer line record information to be delivered in .dwg format with attribute data to include length of line, material, size, inlet line, outlet line, slope line, and flow direction arrows.
10. All data is to be delivered to the Town of Canandaigua on a CD/DVD and a .dwg format digital file.

D. The following Record Drawing information shall be provided as described:

1. Locations and Elevations of all sanitary/storm manholes, catch basins, culvers, this includes invert and top elevations of *sanitary sewers*, watermain, storm sewers, slopes, size and lengths.
2. Locations and Elevations of all water system valves, curb boxes, fire hydrants, *sanitary sewer lateral and main connection at wyes*, *sanitary sewer clean-outs*, storm lateral, water service line and curb box, street signs.
3. Finished Elevations and slopes of road surfaces and gutters, including road name and curve table.
4. Locations and finished elevations of all dedicated stormwater management facilities and outfall structures.
5. Locations of all light poles and sidewalks.
6. Liber/page number of any easements or right-of-way and including floodplain numbers.
7. Any other significant details affecting the operation or maintenance of any system by the town or districts.
8. All record data and test results shall be supplied to the Town/Districts and are subjected to review and approval at least 15 days prior to any dedication procedure.

If the developer cannot provide the record information as detailed above the Town may elect to complete the record information at the Developer/owners expense.

9.7 MAINTENANCE GUARANTEE

- A. The submission and acceptance of a two (2) year Maintenance Surety *or the use of 10 percent of the value of the dedicated items in the established Letter of Credit (LOC)* for the project, for all improvements to be offered to the Town for dedication. Maintenance sureties shall be written by a surety licensed to do business in New York State and they shall be in the amount of 10 percent of the dedicated items. [The Maintenance surety shall be approved as to form and content by the Town Attorney prior to any dedication procedure and final release of funds.]

9.8 DEDICATION PROCESS

- A. Prior to the Town Board taking dedication, the following items are to be completed:
1. A final inspection and completion of the Final Inspection Form (Appendix G) is to be performed by the Town of Canandaigua including Highway & Water Superintendent, Code Enforcement Officer, and Town Engineer (upon request from the Town), to confirm all proposed dedicated items have been completed and constructed per the approved plans and Town requirements.
 2. The submission and acceptance of a two (2) year Maintenance Guarantee for all improvements to be offered to the Town for dedication. Maintenance sureties shall be written by a surety licensed to do business in New York State and they shall be in the amount of 10 percent of the dedicated items.
 3. The submission of all testing results to the Town Development Office and Highway & Water Superintendent.
 4. Acceptance of project Record Drawings and GIS information meeting the Town of Canandaigua requirements.
 5. All R.O.W. descriptions, easement(s) and deed(s), bills of sale, maps, and agreements reviewed and approved by the Town Attorney and provided to the Town Board.

9.9 FINAL RELEASE OF SURETY

- A. Prior to final release from the Surety, the following items are required to be completed as described above:
1. A final site inspection and completion of the Town of Canandaigua Final Inspection Form (Appendix G).
 2. A two (2) year Maintenance Guarantee & Acceptance by Town Board
 3. Easements and Agreements Approved and filed
 4. Certified Record Drawings & GIS Information
 5. Acceptance of Dedication by Town Board
 6. Payment of all outstanding fees

- B. If the required improvements are not completely installed within the period fixed, or the extended timeframe approved by the Town Board, or the submitted Final Inspection Form identifies deficiencies, the Town Board may declare the Surety or Maintenance Guarantee in default and collect the amount payable thereunder. Upon receipt of such amount, the Town shall install such improvements as were covered by the Surety or Maintenance Guarantee and are commensurate with the extent of building development, which has taken place in the subdivision, not exceeding in cost, however, the amount collected upon the Surety or Maintenance Guarantee.

ARTICLE X - GUIDELINES & REQUIREMENTS

10.0 STEEP SLOPE PROTECTION LAW

The purpose of the Steep Slope Protection Law is to conserve the sensitive environment of steep slope areas, and to regulate land use within these areas in a manner which protects the public interest by minimizing detrimental effects of land disturbance and development to steep slopes. All projects are comply with this section of the Town Code (§220-8).

10.1 SHORELINE DEVELOPMENT GUIDELINES

These development guidelines are specific to development in the Residential Lake District (RLD) and apply to all projects that require site plan review in the RLD in accordance with Article VII of the Town of Canandaigua zoning Law.

10.2 RIDGELINE DEVELOPMENT GUIDELINES

These development guidelines are designed to protect the natural scenic vistas and ridgelines. These guidelines apply to all projects that require site plan review in accordance with Article VII of the Town of Canandaigua zoning Law.

10.3 COMPLETE STREETS POLICY

This development policy (Town of Canandaigua Town Board Resolution No. 2022-018) is intended to improve transportation infrastructure for all roadway users, including pedestrians and cyclists, as well as vehicular traffic. This policy shall apply to all applications brought before the Planning Board.

ATTACHMENT 15

INCENTIVE ZONING NARRATIVE

Local Law 9 of 2022, § 220-31(G)(3)

Introduction

A community's culture is defined by its people, and when its people work together, they can accomplish far more than they ever could alone. Over the last few years, there has been a need for the Town of Canandaigua to meet the demands of a remarkably diverse growing population. Elected officials, town staff, and interested citizens have thought about how we can continue to meet public needs while simultaneously expanding what the Town has to offer, all with little or no increase in town taxes.

After weeks and months of conversation, the Town's Ordinance Committee proposed amendments to the Town's Incentive Zoning Law, which was passed by the Town Board on November 21, 2022. These amendments allow the Town Board to now consider incentive zoning applications from any zoning district in the Town of Canandaigua. This current application, submitted by German Brothers Marina, LLC and 3907 West Lake Road, LLC,¹ is the first incentive zoning application in the Town's Residential Lake Zoning District (the "RLD").

The German Brothers Marina has been an important and stable business in the Town of Canandaigua for decades. For more than forty-three years (1977 to 2021), Rick and Peter German operated the German Brothers Marina. During that period, the Germans consistently delighted their customers and became an integral part of the lake-oriented economy for which Canandaigua is so well known.

In 2021 the Germans sold their marina business and the underlying real property to German Brothers Marina LLC and 3907 West Lake Road, LLC, respectively, of which Peter Bruu is the Managing Member of each. Intent on ensuring that the marina is viable for another forty-three years, and beyond, Peter approached the Town Ordinance Committee in 2021 to discuss how he could expand and strengthen the marina within the framework of the Town's land use regulations. Thereafter, the Town Ordinance Committee's decision to propose amendments to the Town's incentive zoning law, which the Town Board adopted in 2022. The current application, the first brought in the RLD under the 2022 amendments (copy attached), seeks a preliminary evaluation of the amenities that the Marina proposes

¹ German Brothers Marina, LLC operates the German Brothers Marina located at 3907 County Road, in the Town of Canandaigua. The real property that will be utilized in this project is located at 3904 County Road 16, 3907 County Road 16, and 3935 County Road 16. The 3904 County Road 16 and 3907 County Road 16 and are part of 3907 West Lake Road LLC. 3935 County Road is currently under contract and will be closing early July 2023. It is anticipated that the 3935 County Road 16 property will be owned by 3907 West Lake Road LLC.

in exchange for the incentive zoning needed to secure the marina's long-term success and viability.

Application Process

The Town's incentive zoning law, found at Town Code § 220-31, gives the Town Board the exclusive authority to approve or deny all incentive zoning applications. The application process is divided into three phases.

The first phase is the submission of an application for "preliminary evaluation," which is described in Town Code § 220-31(G). Due to the complexity of incentive zoning applications, the Town Board must complete a preliminary evaluation of the "adequacy of the amenities to be accepted in exchange for the requested incentive." Town Code § 220-31(G). The purpose of this preliminary evaluation is not to approve or deny a proposed project, but rather to "inform the applicant whether or not the proposal is worthy of further consideration." *Id.* At this initial stage, the applicant must submit (i) a sketch plan of the proposed amenity, (ii) the value of the proposed amenity, and (iii) a project narrative. *Id.* at § 220-31(G)(1)-(3).

The second phase is referral to the Town of Canandaigua Planning Board and other governmental agencies, which is described in Town Code § 220-31(I) and (M). The application for preliminary evaluation is initially sent to the Planning Board for review and comment. Within forty-five (45) days from the date of the Planning Board meeting in which the proposal is first placed on the agenda, the Planning Board must deliver to the Town Board a written report with its evaluation of "the adequacy with which the amenity(ies)/incentive(s) fit the site and how they relate to adjacent uses and structures. *Id.* at § 220-31(I). Simultaneous with the referral to the Planning Board, the application is also referred, where appropriate, to agencies, which may include the Ontario County Planning Board and neighboring municipalities. *Id.* at § 220-31(M).

The third phase is reviewed by the Town Board. After receiving the report from the Planning Board and referral responses, if any, from other governmental agencies, the Town Board reviews the application for preliminary evaluation and notifies the applicant "whether or not it is willing to further consider the proposal and hold a public hearing thereon." *Id.* at § 220-31(J). If the Town Board approves the application for preliminary evaluation, it then schedules a public hearing to consider the project before voting on whether to approve the incentive zoning. *Id.*

Proposed Amenities

As shown on the enclosed sketch plan, the applicant, 3907 West Lake Road, LLC, is proposing a complete renewal of the marina, which will include the following new public amenities:

Safety Access Management: Removal of all existing boats/trailers from County Road 16 right-of-way and all boat storage on the upland portion of the property. Boat trailers will be limited to unloading/loading, with boat trailers attached to a GBM truck or tractor. The applicant will install 115 parking spaces to accommodate all marina business patrons and public guests. Safe ingress and egress for private parking facilities on the upland side of West Lake Road will be provided via new pedestrian crosswalks. The lake-side shoulder of West Lake Road will be improved with an active shoulder lane for walkers, runners, and bikers. The applicant will work with the Town of Canandaigua and Ontario County on the physical improvements.

Public Lake Access: The applicant will grant the Town of Canandaigua a thirty (30) year license² to sixty (60) feet of lake frontage for public use, which will be approximately thirty (30) feet deep. Permitted use will include fishing, picnic tables, and scenic viewing. This lake frontage license area will not include a public swimming area and will have signage posted stating that the public use area is open from sunrise to sunset.

Public Small Watercraft Launch Area: The applicant will install a small watercraft launch/removal apparatus for kayaks, canoes, paddle boards, etc. that will connect to the Canandaigua Water Trail. The public will be granted access via a thirty (30) year license to the Town of Canandaigua.

Public Boat Slips: Installation of six (6) public boat slips for transient use (2-hour maximum stay). The applicant will grant a 30-year license to the Town of Canandaigua for public use of the slips. Signs will designate the slips as “public use” with a 2-hour maximum stay. Marina staff will encourage owners to remove their boats if they exceed the allotted time.

Public Parking: Ten (10) parking spaces on the upland side of CR16 will be installed to support the public use of the sixty-foot public lake frontage, small watercraft launch area, and public boat slips. These parking spaces will also be subject to the thirty (30) year license.

Public Access for Trail Connector: The applicant will give the Town of Canandaigua a thirty (30) year license for an access point on the northwest corner of the property for a potential public trail via the HOA open lands on the proposed RSM development site. The exact size and location of the trail, if built, will be mutually agreed upon by the Town of Canandaigua and the applicant, with the trail construction costs to be paid by the Town of Canandaigua.

² The terms of the thirty (30) year license to the Town of Canandaigua for access to all public areas of the project will be mutually negotiated by the respective counsel for the applicant and the Town of Canandaigua, and will include all standard terms and conditions, including indemnification from the Town of Canandaigua for any claim arising from public use.

Public Restrooms: Installation of public restrooms available April 1st to October 30th, sunrise to sunset. The cost of these restrooms and all maintenance and operating expenses will be covered by the applicant. As will the other public amenities, the applicant will grant the Town of Canandaigua a thirty (30) year license for the public use of the restrooms.

Reduced Mooring Area: Removal of approximately twenty (20) moorings, which will surrender 30,000 sq.ft. of lake surface area. This will improve visual sight lines and improve boat safety on the lake.

TOTAL AMENITIES INVESTMENT > \$1,681,000
(Excluding the safety access management and reduced mooring area)

Proposed Incentives from the Town of Canandaigua

The marina renewal shown on the enclosed sketch plan will require several incentives from the Town of Canandaigua.

1. *Dwelling Unit Density:* The applicant is requesting approval for four (4) dwelling units on the south parcel, along with a non-domiciliary gathering lodge, two (2) dwelling units on the central parcel, and two (2) dwelling units on the north parcel.
2. *Lot Area:* The applicant is requesting approval of three (3) separate lots, each of approximately 1.84 acres.
3. *Approved Uses:* Currently Residential Lake District – Pre-Existing; Non-Conforming Use. The applicant is requesting the approval of Commercial uses, such as boat rental and tour services, community recreation, marina, retail, restaurant, and house rental.
4. *UDML Designation and Variances:* The applicant is requesting that the Town Board designate the project as a “tier 2” marina under the Uniform Dock and Mooring Law to support the Commercial usage of adjoining parcels.

These incentives will be used to completely renew and modernize the marina. On the lakeside, the project will include a small retail building of approximately 1,500 sq. ft. that will sell boating supplies, local theme-based novelties, and include an ice cream/coffee shop. This retail store will be built on the footprint of the lakeside structure that is currently on the property. The retail store will be accompanied by a new 3,800 sq. ft., two-story restaurant that will be on the lakeside and replace the current marina service building.

On the upland side of the property, the boat and trailer storage that currently occupies the property will be replaced by eight (8) elegant cottages. Sustainability will be a major focus throughout the project, and we will provide top-tier stormwater management solutions to protect the lake. Our professional engineers, Costich Engineering, have already confirmed with Ontario County that there is adequate sanitary sewer and transportation infrastructure to support the project. We look forward to confirming with the Town of Canandaigua that the current water system is sufficient.

The goal behind the renewal of the marina is to create a sustainable and welcoming family destination that will be enjoyed by both Town residents and visitors. We estimate that the proposed improvements to the marina, if approved, will result in additional increases in property and sales tax for the Town of Canandaigua.

The marina is all about getting people in and on the water and enjoying all that Canandaigua Lake has to offer. We want to expand lake access for visitors and Town residents. Public lake access will be augmented by casual dining, elegant lodgings, and family-oriented meeting places.

We look forward to being able to further discuss how the renewal of the German Brothers Marina will bring long-term benefits to the Town and its residents. We welcome the opportunity to further discuss this proposal with the Town Board.

Let us enjoy the lake!
Let us get on the water!
Let us be inspired by the water!
Let us share the lake!

Respectfully submitted,

/s/ Peter Bruu

Peter Bruu, Managing Member of
3907 West Lake Road, LLC
German Brothers Marina LLC

Town of Canandaigua

5440 Route 5 & 20 • Canandaigua, NY 14424 • (585) 394-1120

PETITION TO AMEND THE OFFICIAL ZONING MAP

1. Name, Address, and Telephone Number of the Applicant: GERMON 820711875
3907 WEST LAKE ZOOO LLC MOB. 9, 4K
2. Name and Address of Applicant's Attorney (if applicable):
TERENCE ROBINSON - 48 NORTH MAIN ST, CANOGA
3. Interest of Applicant in Property: OWNED / MANAGING MEMBER
4. Name and Address of Property Owner, if different: ---
5. Subject Property Address and Tax Map Number: 3909 C.R. 16 113.13-1-9.000
3907 C.R. 16 113.13-1-10.000, 3935 C.R. 16 113-13-1.1.000
6. Current Zoning Classification: BLD, PRE-EXISTING - NON CONFORMING
7. Requested Amended Zoning Classification: INCENTIVE ZONING
8. Existing Land Use and/or Buildings: SEE EXISTING SITE PLAN
9. Proposed Land Use and/or Buildings: SEE EXISTING SITE PLAN
10. Applicant must attach a plot plan of the site indicating the following:
 - Existing and proposed property lines
 - Existing and proposed primary and accessory buildings
 - Heights of existing and proposed buildings
 - Existing and proposed front, side, rear, and buffering setbacks
 - Existing and proposed off street parking and means of ingress and egress
 - Land uses of all abutting and adjacent properties
 - Short Environmental Assessment Form (SEQR) - PART 1
11. Submit the application fee of ~~\$50~~ \$500 with this application. JE 6/13/2023 per Town Fee Schedule
12. An additional \$250 will be required to be submitted at the time the Town Board decides to consider your petition and adopts a resolution to forward your application to the Town Planning Board and the Ontario County Planning Board for their comments/recommendation.
13. See the attached Canandaigua Town Board "Rules of Procedures for Rezoning Process."

Signature of Owner / Date: 11/17 6/13/23

IDENTIFICATION OF POTENTIAL CONFLICTS OF INTEREST
(Required by NYS General Municipal Law § 809)

1. ***If the Applicant is an Individual:*** Is the applicant or any of the immediate family members of the applicant (including spouse, brothers, sisters, parents, children, grandchildren, or any of their spouses) related to any officer or employee of the Town of Canandaigua?
YES ☐ NO ☒

2. ***If the Applicant is a Corporate Entity:*** Are any of the officers, employees, partners, or directors, or any of their immediate family members (including spouse, brothers, sisters, parents, children, grandchildren, or any of their spouses) of the company on whose behalf this application is being made related to any officer or employee of the Town of Canandaigua?
YES ☐ NO ☒

3. ***If the Applicant is a corporate entity:*** Are any of the stockholders or partnership members (holding 5% or more of the outstanding shares), or any of their immediate family members (including spouse, brothers, sisters, parents, children, grandchildren, or any of their spouses) of the company on whose behalf this application is being made related to any officer or employee of the Town of Canandaigua?
YES ☐ NO ☒

4. ***If the Applicant has made any agreements contingent upon the outcome of this application:***
If the applicant has made any agreements, express or implied, whereby said applicant may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of this application, petition, or request, are any of the parties to said agreement officers or employees of the Town of Canandaigua?
YES ☐ NO ☒

If the answer to any of the above questions is YES, please state the name and address of the related officer(s) or employee(s) as well as the nature and extent of such relationship:

Property Owner is responsible for any consultant fees
(Town Engineer, Town Attorney, etc.) incurred during the application process.

Please note that the **Property Owner** is responsible for all consultant fees during the review of this application including legal, engineering, or other outside consultants. Applications submitted to the Town of Canandaigua Planning Board will normally receive chargeback fees of at least five hours to ten hours for planning services including intake, project review, resolution preparation, SEQR, and findings of fact. PLEASE NOTE that the number of hours will be SIGNIFICANTLY INCREASED due to incomplete applications, plans lacking detail, or repeated continuations. Subdivision applications and larger commercial or industrial projects traditionally require more hours of engineering, legal, and other consultant review and preparation and will incur higher costs. Applications for new construction may be referred to the Town Engineer for engineering review which may include at least an additional eight to twelve hours of review time. The **Property Owner** will also be responsible for legal fees for applications submitted to the Town of Canandaigua Planning Board, Zoning Board of Appeals, or the Town of Canandaigua Development Office. Fees for engineering and legal expenses traditionally range between one hundred and one hundred fifty dollars per hour. A copy of the Town's annual fee schedule is available upon request from the Development Office or the Town Clerk's Office. The **Property Owner's** signature below indicates that the **Property Owner** understands that the **Property Owner** will be responsible for all outside consultant fees incurred as a result of the submitted application, and consents to these charges. Additionally projects approved by the Town of Canandaigua Planning Board may be required to pay a parks and recreation fee as established by the Town Board (currently \$ 1,000 per unit) if required as part of the conditions of approval.

PETER BRUN
(property owner print)

[Signature]
(property owner signature)

OFFICE USE ONLY

Date Filed: _____ Date Referred to Planning Board: _____

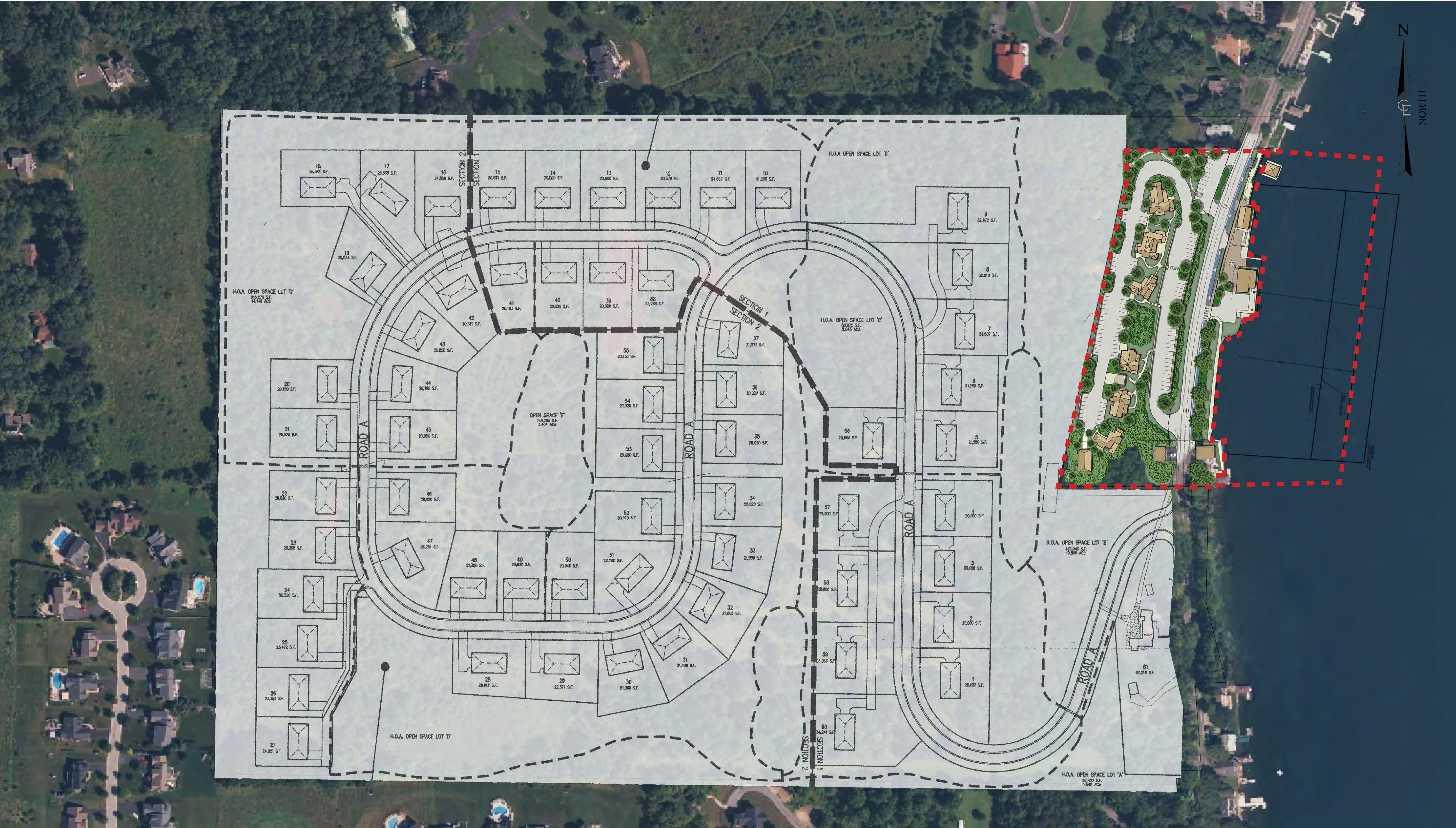
Planning Board Action: _____

Publication:(dates) _____ (location) _____

Notice Mailing Date (attach mailing list): _____

Hearing: (date) _____ (time) _____ (location) _____

Order: _____



German Brothers Marina | **Context Map**
06/09/2023 | SCALE 1"=100'

SITE DATA

CURRENTLY ZONED RLD- RESIDENTIAL LAKE DISTRICT

SITE AREA: 5.54 +/- AC

SETBACKS:	PROPOSED
FRONT	55'
SIDE	80'
REAR (LAKE)	80'

PROPOSED PARKING = 115 SPOTS

PROPOSED DOCK SLIPS = 150



German Brothers Marina | Overall Concept Sketch

06/09/2023 | SCALE 1"=50'



German Brothers Marina | Concept Sketch

06/09/2023 | SCALE 1"=30'

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

Established 1789

ZONING LAW DETERMINATION

PROPERTY OWNER: German Brothers Marina, LLC. (Peter Bruu)

PROPERTY ADDRESS: 3907 County Road 16

TAX MAP NUMBER: 113.13-1-10.000

ZONING DISTRICT: RLD

DETERMINATION REFERENCE:

- Petition to Amend The Official Zoning Map, dated 06/13/2023, received 06/16/2023.
- Incentive Zoning Narrative Letter, received 06/16/2023.
- "German Brothers Marina" Context Map, prepared by Hanlon Architects, dated 06/06/2023, received 06/16/2023.
- "German Brothers Marina" Existing Features Map, prepared by Hanlon Architects, dated 06/06/2023, received 06/16/2023.
- "German Brothers Marina" Overall Concept Sketch Map, prepared by Hanlon Architects, dated 06/06/2023, received 06/16/2023.
- "German Brothers Marina" Concept Sketch Map, prepared by Hanlon Architects, dated 06/06/2023, received 06/16/2023.
- Short Environmental Assessment Form,

PROJECT DESCRIPTION:

- Request to rezone subject property and adjoining parcels from Residential Lake District to Incentive Zoning.
- Parcels are located at 3907, 3904, 3935 County Road 16.

DETERMINATION:

-

REFERRAL TO ONTARIO COUNTY PLANNING BOARD FOR:

- Rezoning needs to be reviewed by Ontario County Planning Board.

REFERRAL TO PLANNING BOARD FOR:

- Rezoning needs to be reviewed by the Planning Board

REFERRAL TO THE CANANDAIGUA TOWN BOARD:

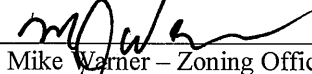
- Rezoning needs to be reviewed by the Town Board

REFERRAL TO ZONING BOARD OF APPEALS:

- TBD

CODE SECTIONS: Chapter §1-17; §220-9; §220-21; §220-31 §220-

DATE: 7-18-2023

BY: 
Mike Warner – Zoning Officer

CANANDAIGUA TOWN CLERK

JUL 18 2023

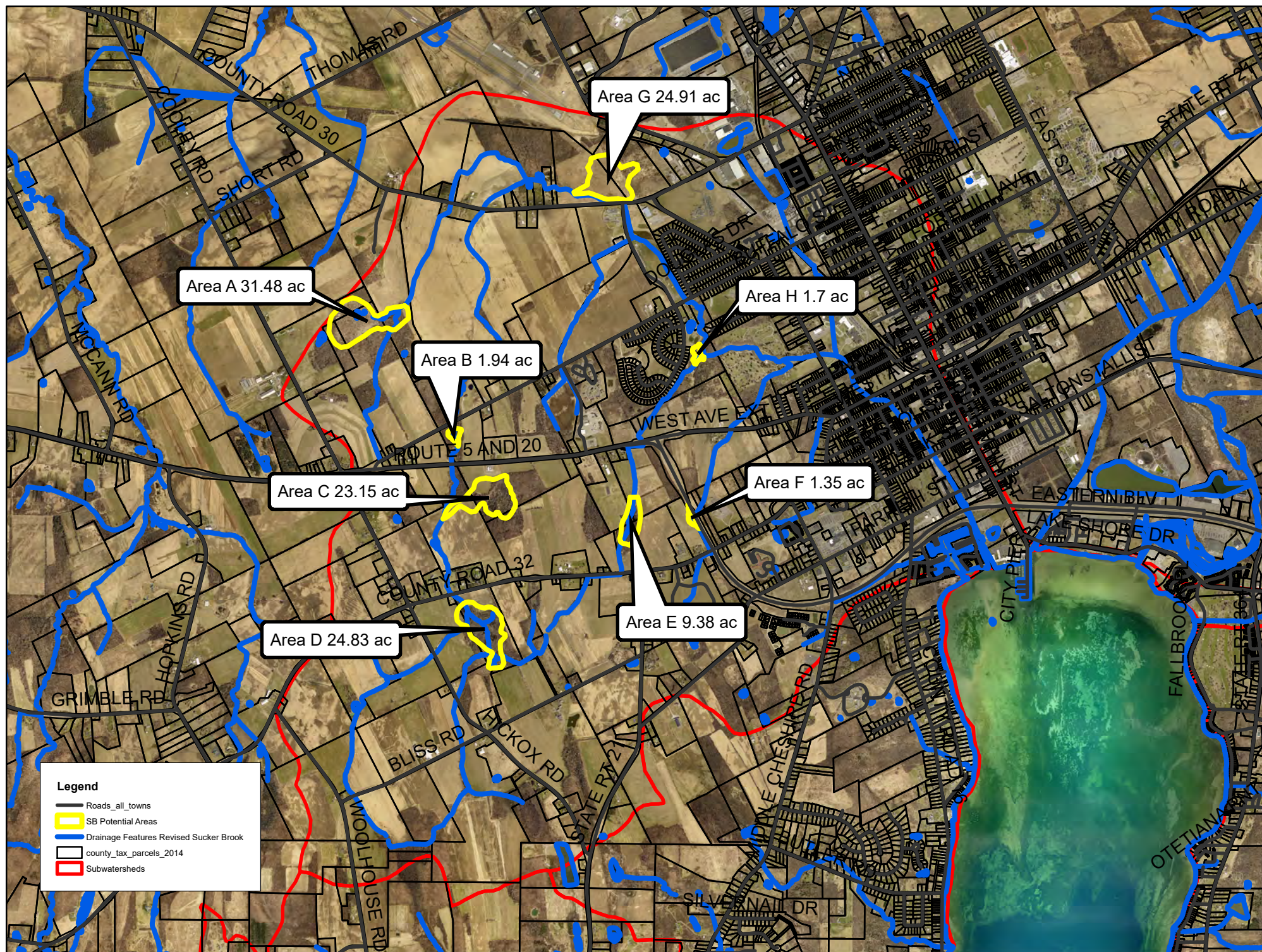
RECEIVED 

CPN# 23-060

NYS Town Law, Section 267-a(5)(b), an appeal may be made to the ZBA within 60 days of the date of this determination.

cc: Binder
Property Owner
Town Clerk

ATTACHMENT 16



ATTACHMENT 17

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of August 21, 2023, by and between the Town of Canandaigua, located at 5440 NYS Route 5&20W, Canandaigua, NY 14424 (hereinafter referred to as the "Town"), and James Fletcher, residing at 2155 County Road 28, Canandaigua, NY 14424 (hereinafter referred to as the "Employee").

Position and Duties

The Town hereby employs the Employee in the position of Water Superintendent. As the Water Superintendent, the Employee shall have responsible charge of the Town Water Department, Canandaigua Consolidated Water District, and all subsidiary districts, including the Canandaigua Bristol Water District. In this important role, the Employee shall be responsible for planning, coordinating, and supervising the maintenance and repair of water facilities in all the mentioned districts. The position requires a high level of expertise and leadership, and the Employee shall ensure that the Town's water infrastructure operates efficiently, meets regulatory standards, and provides reliable water supply to residents.

Typical Work Activities:

- a. Makes periodic inspections of valves, packing, pipes, reservoir lines, and related equipment in all water districts under their charge to identify any issues or potential problems.
- b. Arranges for repairs to equipment and promptly addresses any maintenance needs in all water districts to minimize disruptions and ensure uninterrupted water supply.
- c. Purchases supplies and equipment as needed for all water districts, ensuring that the necessary materials are available to support water system operations.
- d. Reads water meters in all water districts to monitor water usage and billing accuracy, helping maintain accurate customer billing and equitable distribution of water.
- e. Maintains accurate records of activities, inspections, and repairs in all water districts, ensuring that comprehensive records are available for reference and reporting.
- f. Performs custodial and semi-skilled building maintenance activities in all water districts, ensuring that the water facilities are well-maintained, clean, and safe for employees and the public.
- g. Repairs pumps, motors, and water measuring instruments and devices in all water districts, employing technical expertise to ensure the efficient functioning of the water distribution systems.
- h. Supervises and inspects the work of contractors in the construction of new water lines or in their repair in all water districts, ensuring that work is carried out according to specifications and safety standards.
- i. Checks hydrants regularly in all water districts to ensure they are operational and ready for firefighting purposes, contributing to public safety and emergency preparedness.
- j. Attends fires in all water districts to provide support and assistance related to water supply and firefighting activities, collaborating with emergency responders as needed.
- k. Prepares the annual budget for the proper discharge of duties for the Town's Water Department and all water districts. The Employee shall collaborate with the Town Manager, Finance Department, and other relevant stakeholders to ensure that the budget aligns with the department's needs, capital improvement projects, and the long-term sustainability of the water systems.

Term of Employment

The term of this Agreement shall commence on August 21, 2023, and shall continue until December 31, 2028. This Agreement may be extended by mutual agreement of both parties, subject to the Town's needs, the Employee's performance, and any applicable laws or regulations.

Compensation

a. Annual Salary: The Employee shall receive an annual salary of \$75,000 for the position of Water Superintendent, commencing on January 1, 2024. The Employee shall receive an annual salary of \$80,000 for the position of Water Superintendent, commencing on January 1, 2025. This salary shall be paid on a regular pay schedule determined by the Town, and the Employee shall be subject to applicable tax withholdings and deductions as required by law.

b. Annual Increase: The Employee's salary as the Water Superintendent shall increase by 3% annually on the first day of each year, beginning on January 1, 2026. The 3% increase will be applied to the previous year's salary and shall be granted as a cost-of-living adjustment, reflecting changes in the local economy and inflation rates.

Duties and Responsibilities

The Employee shall perform the duties and responsibilities of the Water Superintendent position to the best of their abilities and in accordance with applicable laws, regulations, and policies. The Town acknowledges the Employee's significant expertise and leadership in overseeing the Water Department and all water districts, and the Town shall provide the necessary support and resources to ensure the successful execution of the Employee's duties.

Termination

Either party may terminate this Agreement by providing written notice to the other party. The notice period for termination shall be 180 days. In the event of termination by the Town without cause, the Employee shall be entitled to receive a severance package. The severance package shall consist of six months' worth of the Employee's salary as of the date of termination. Severance pay shall be subject to all applicable tax withholdings and deductions as required by law and shall be paid in equal installments over the six-month period following termination.

Non-Reassignment of Responsibilities

The Town shall not reassign the Employee's duties and responsibilities outlined in this Agreement without the written consent of the Employee.

Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties concerning the Employee's employment with the Town and supersedes all prior and contemporaneous agreements, whether oral or written.

IN WITNESS WHEREOF, the Employee and the Town have executed this Employment Agreement as of the day and year first above written.

Employee:

Employer:

Jim Fletcher

Town Manager

Town of Canandaigua, NY

August 21, 2023

WATER SUPERINTENDENT

DISTINGUISHING FEATURES OF THE CLASS: The Water Superintendent has responsible charge of the Town Water Department. This is important work involving responsibility for planning and supervising the maintenance and repair of water facilities in the Water Districts. Work is performed under general direction in accordance with established policy allowing wide leeway for planning details of the work. Supervision is exercised over the work of all subordinate water personnel (on a contract basis or otherwise).

The Water Superintendent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Makes periodic inspection of valves, packing, pipes, reservoir lines and related equipment;
Arranges for repairs to equipment and purchases supplies and equipment as needed;
Reads meters;
Keeps records, as required, and makes periodic reports of activities to the Town Board;
Performs a variety of Custodian and semi-skilled building maintenance activities;
Repairs pumps, motors and water measuring instruments and devices;
Supervises and inspects the work of contractors in the construction of new water lines or in their repair;
Checks hydrants;
Attends fires;
Prepares annual budget for the proper discharge of his duties and the duties of the Town's Water Department.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Thorough knowledge of the tools, equipment and procedures used in the maintenance, extension and repair of water lines; good knowledge of the proper methods of removing, repairing and installing water meters; ability to plan and supervise the work of others; ability to prepare rough draft plans and sketches of changes in the water systems; ability to work from rough draft plans, sketches and blueprints; ability to maintain accurate records and prepare reports; mechanical aptitude; dependability; initiative; resourcefulness; physical condition commensurate with the demands of the position.

Continued on Page 2

WATER SUPERINTENDENT

MINIMUM QUALIFICATIONS: Three years of public works maintenance experience which shall have involved the construction of water lines.

SPECIAL REQUIREMENTS FOR APPOINTMENT: Possession of appropriate certificate issued under the provisions of the New York State Sanitary Code at time of appointment.

TOWN OF HOPEWELL: Requires a "D" Certification in accordance with New York State Sanitary Code for Water Distribution System.

TOWN OF SENECA: Requires a "D" Certification in accordance with New York State Sanitary Code for Water Distribution System.

TOWN OF VICTOR: Requires a "D" Certification in accordance with the New York State Sanitary Code for Water Distribution System.

NOTE: Documented part-time or volunteer experience will be accepted on a prorated basis.

APPROVED: NOVEMBER 10, 1986

CLASSIFICATION: VARIES BY JURISDICTION



CITY OF
Yuma

WATER TREATMENT PLANT MANAGER

CITY OF YUMA UTILITIES DEPARTMENT



CITY OF YUMA

One City Plaza | Yuma, AZ 85364 | 928-373-5200
www.YumaAZ.gov



THE POSITION

The City of Yuma is seeking an experienced Water Treatment Plant Manager to lead in a dynamic, financially stable organization. This position plans and manages the operation, maintenance, and repair of multiple water treatment facilities for the City of Yuma's Utilities Department.



THE ORGANIZATION

The City of Yuma is a full-service council-manager local government and is governed by a charter, Arizona state statutes, and an adopted Strategic Plan. The City Administrator is appointed by the City Council and is responsible for all city operations.

The City employs 1,200 full-time, part-time, and seasonal employees and has 14 departments committed to providing outstanding services to the community. Yuma's FY 2022 annual budget is \$522.4 Million (all funds).

THE DEPARTMENT

The Utilities Department's goal and highest priority is to ensure the delivery of a reliable drinking water supply of the highest quality, and the most efficient, environmentally sound reclamation of Yuma's wastewater.

The Utilities Department is a customer service organization, responsible for the treatment and distribution of safe drinking water and the proper treatment and disposal of wastewater. Utilities provides maintenance of water distribution and sewer collection lines and wastewater pump stations throughout the City of Yuma service area. The department consists of nine divisions including: Water Treatment, Water Distribution, Water Systems Customer Services, Wastewater Treatment, Wastewater Collections, Industrial Pretreatment, Water Quality and Compliance, Instrumentation and Controls, and Administration.

Consistent with its goal, the Utilities Department provides excellent customer service through trained and knowledgeable employees who possess a sense of duty. The Department has 144 authorized positions, of which more than half possess an Arizona Department of Environmental Quality-issued license for the highly specialized work they perform on a daily basis. These employees are highly skilled, motivated and take great pride in their abilities to provide services at a level that consistently exceeds state and federal requirements.



WE ARE A STRONG TEAM DEDICATED TO SERVING OUR COMMUNITY, BUILDING RELATIONSHIPS AND CREATING OPPORTUNITIES.



The Water Treatment Division uses water from the Colorado River and water from wells to produce the continuous supply of drinking water necessary to meet the needs of Yuma's residents, businesses and industries. Drinking water treatment occurs at two locations: The Main Street Water Treatment Facility and the Agua Viva Water Treatment Facility. Producing drinking water for the Yuma area since 1891, the Main Street Water Treatment Facility is thought to be one of the first water plants west of the Mississippi River to filter its water. This facility uses the Colorado River as the source for two-thirds of Yuma's drinking water. Commissioned in 2009, the City's newest water treatment facility, Agua Viva, uses a combination of surface water and groundwater to provide the one-third of Yuma's drinking water.



THE IDEAL CANDIDATE

The ideal candidate will be an effective communicator and leader with the ability to manage water system operations. They will have significant experience in the areas of water treatment and water distribution. Strong analytical and technical skills are needed, as well as the ability to evaluate alternatives and recommend methods for resolution of issues. Experience in both conventional water treatment and advanced water treatment technologies are advantageous for the ideal candidate. To be successful in this position, a candidate will understand methods, practices, and standards for compliance with water regulations and best principles and practices of water plant facilities and equipment maintenance and repair.

EDUCATION AND EXPERIENCE

This position requires a Bachelor's degree in Environmental Science, Civil Engineering, or a related field as well as five years of water operations experience and two years of supervisory experience.

A Water Treatment Plant Operator's Grade 4 certification from the Arizona Department of Environmental Quality (ADEQ) is required at the time of hire. An equivalent certification from other jurisdictions may be considered, with ADEQ reciprocity certification within 60 days of hire.

COMPENSATION

The anticipated hiring range for this position is \$85,589 - \$115,817, depending on qualifications. The City offers a robust benefits package and relocation expenses.





THE COMMUNITY

Yuma is located in beautiful and sunny Southwestern Arizona, where Arizona, California, and Mexico converge. Nestled between San Diego and Phoenix along I-8, Yuma has a rich culture and heritage rooted in centuries of history. Yumans enjoy a climate that mixes pure desert sunshine with the cool waters of the Colorado and Gila Rivers. Yuma is the 11th largest city in Arizona, with an estimated population of 108,000, which nearly doubles during the unparalleled winter months. Yuma is also the county seat for Yuma County, home to approximately 235,000 people.

Yuma is the perfect destination for outdoor enthusiasts and adventurers who bask in its nearly perfect weather with 310 sunny days a year! Yuma's enviable setting allows residents to take advantage of outdoor activities year-round, from hiking, biking, golfing, and off-roading to boating, fishing, kayaking, and water skiing. Exciting annual events, festivals, concerts, and world-class cuisine can be found in Yuma year-round. For more information on all that Yuma has to offer, please visit visityuma.com.

Agriculture, military installations, and tourism are the base of Yuma's economy, with agribusiness contributing over \$3.1 Billion to Yuma's economy each year. The area is one of the most productive agricultural centers in the United States and supplies 90% of its winter and leafy vegetables.

Yuma is home to two of the largest military installations in the United States. The U.S. Army Yuma Proving Ground is the nation's premier ground and weapons testing facility. Marine Corps Air Station-Yuma is the country's foremost Marine Air Base with over 10,000 active-duty personnel, including pilots, aviation technicians, and aeronautic mechanics.



APPLICATION AND SELECTION PROCESS

This recruitment will remain open until filled. For further information regarding the City of Yuma, visit the City's website at www.yumaaz.gov or call Human Resources at (928) 373-5125 to request more information.

To be considered for this position, go to www.yumaaz.gov/jobs and complete an online application. Applications will be evaluated on training and experience, as provided on the application materials. The most qualified applications will be invited to participate in a formal interview process.



CITY OF YUMA

One City Plaza | Yuma, AZ 85364 | 928-373-5200 | www.YumaAZ.gov



Job Opportunities

Use the Government Jobs tab to search through your municipality's employment opportunities. Subscribe to job posting notifications to be automatically alerted of the latest career opportunities by clicking on the Notify Me button.

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Town Jobs

DPW: Superintendent of Water

TOWN OF BILLERICA **Department of Public Works**

Job Details

Category

Town Jobs

Status

Open

Posted

June 30, 2023 8:00 AM

Closing

Open Until Filled

[Select Language](#) ▼

- Responsible for producing weekly, monthly, and annual reports required by regulatory agencies.
- Reviews and approves water-related permits.

to be “on-call,” working evenings, weekends and holidays as needed.

Response to emergency events and alarm callouts as scheduled and required.

Physical Requirements:

Regularly required to walk, stand, talk, and hear; operate objects, tools, or controls; pick up paper, files and other common office objects. May be required to lift objects up to 10 pounds. Must be able to communicate written and verbally. Vision and hearing at or correctable to normal ranges.

Supervision:

Work is performed under the general direction of the Director of Public Works. Performs a variety of responsible duties of a supervisory and technical nature requiring the exercise of judgment to interpret guidelines and carry out assignments independently; work at this level requires a working knowledge of departmental operations, local and state laws and regulations. Oversees a staff of 2 managers and 15 union employees in the daily operations and maintenance of water treatment facility, laboratory, and customer service-related duties.

Salary: \$105,443 - \$124,587

Benefits: Vacation, sick, personal time off, BCBS, Harvard Pilgrim, Delta Dental, EyeMed, Colonial Life, Aflac, 457B plans, Billerica Municipal Employee Credit Union, and the **financial stability of a Pension with Middlesex County Retirement System!**

Union (SEIU) position

Apply: Please complete the Town's application and/or send a cover letter, references, and resume to: **hr@town.billerica.ma.us**

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Water and Wastewater Careers - 214

Date Posted	Position	Organization	State
07/20/23	Water Supervisor (position.php?JobID=451861)	Unalaska	AK
07/20/23	Deputy Director of Public Utilities (position.php?JobID=451862)	Unalaska	AK
07/20/23	Utility Location Specialist (position.php?JobID=451864)	Avondale	AZ
07/25/23	Water Resources Operator I - Meters (position.php?JobID=452211)	Buckeye	AZ
07/25/23	Water Distribution System Operator (position.php?JobID=452212)	Bullhead City	AZ
07/25/23	Laboratory Technician (position.php?JobID=452214)	Casa Grande	AZ
07/14/23	Utility Plant Operator I & II (Pecos WTP) (position.php?JobID=451316)	Chandler	AZ
07/14/23	Wastewater Facilities Senior Manager (position.php?JobID=451315)	Chandler	AZ
07/10/23	Water Resource Analyst (position.php?JobID=450874)	Florence	AZ
06/15/23	Chief Operator (Wastewater Division) (position.php?JobID=449102)	San Luis	AZ
06/30/23	Water Treatment Plant Operator II (position.php?JobID=450272)	Scottsdale	AZ
07/26/23	PW Infrastructure Inspector II (position.php?JobID=452348)	Scottsdale	AZ
07/06/23	Preventative Maintenance Worker (Utilities) (position.php?JobID=450641)	Tolleson	AZ
07/03/23	Water Treatment Plant Manager (position.php?JobID=450401)	Yuma	AZ
04/25/23	Water Treatment Plant Operator III (position.php?JobID=444717)	Yuma	AZ
07/18/23	Water Distribution Operator/Sewer Lead (position.php?JobID=451556)	Calexico	CA
06/30/23	Utility Worker I/II (position.php?JobID=450278)	Healdsburg	CA
07/21/23	Water Distribution Supervisor (position.php?JobID=451946)	Ventura	CA
07/24/23	Administrative Supervisor (position.php?JobID=452086)	Yuba Water Agency	CA
07/14/23	Streets / Utilities Technician I, II or III (position.php?JobID=451326)	City of Louisville, Colorado	CO
07/11/23	Seasonal Wastewater Grounds Maintenance Worker (position.php?JobID=450974)	Pueblo	CO
07/14/23	Wastewater Utility Worker (position.php?JobID=451313)	Pueblo	CO
07/11/23	Wastewater Maintenance Coordinator (position.php?JobID=450977)	Pueblo	CO

07/18/23	(position.php?JobID=451587) Utility Director	Rifle	CO
07/26/23	(position.php?JobID=452341) Utility Technician Level I	Rifle	CO
07/12/23	(position.php?JobID=451078) Plant Operator	Water Pollution Control Facility - Simsbury	CT
07/20/23	(position.php?JobID=451875) Public Utilities Director - R16592	Sarasota County Government	FL
06/07/23	(position.php?JobID=448390) Utilities Field Crew Leader - R16280	Sarasota County Government	FL
06/29/23	(position.php?JobID=450158) Public Utilities Field Technician - Willing to Train - Overtime Available! - R16554	Sarasota County Government	FL
07/17/23	(position.php?JobID=451464) Wastewater Treatment Plant Operator A/B/C or Trainee - R16410	Sarasota County Government	FL
07/21/23	(position.php?JobID=451917) Industrial Treatment Plant Maintenance Technician - R16163	Sarasota County Government	FL
07/19/23	(position.php?JobID=451753) Utilities Meter Crew Leader (Water/Wastewater) - R16577	Sarasota County Government	FL
06/08/23	(position.php?JobID=448503) Water Treatment Trades Worker - R16464	Sarasota County Government	FL
05/09/23	(position.php?JobID=445964) Technical Maintenance Specialist (SCADA) - Central County WRF - R15919	Sarasota County Government	FL
02/23/23	(position.php?JobID=439277) Project Manager IV/Administrator - Water/Wastewater - R16007	Sarasota County Government	FL
04/20/23	(position.php?JobID=444272) Electrical Tech – Wastewater - R15847	Sarasota County Government	FL
07/26/23	Stormwater Manager	Beahtree City	CA

Director of Public Utilities - Bennettsville, SC

Title: Director of Public Utilities
Type: Water and Wastewater
Date Posted: June 16, 2023
Organization: Bennettsville, SC

Description:

Full Time

Position Hours

8 a.m. - 5 p.m., Monday through Friday

Job Duties

Under limited supervision, performs complex professional and difficult administration work managing the City's Electric, Water, Wastewater, and Gas Utilities.

Work is performed under the general supervision of the City Administration.

Qualifications

Any combination of education and experience equivalent to graduation from an accredited College or University with a degree in electrical, Sanitary Engineering or related field.

Extensive Public Utility Management experience.

Pay Info

The salary range for this position is \$68,016.00 - \$82,929.60 per year.

How to Apply

Interested parties should apply in person at the City of Bennettsville Human Resources Department, 501 E. Main Street, Bennettsville, SC 29512 or download an application (<https://www.bennettsvillesc.com/sites/default/files/uploads/bennettsville-employmentapplication.pdf>) from www.bennettsvillesc.com (<http://www.bennettsvillesc.com/>).

Deadline

Tue, Aug 1 2023

Equal Opportunity Employer

The City of Bennettsville is an Equal Opportunity Employer.

Job Post Expiration Date August 1, 2023

All jobs are considered open until filled, unless otherwise posted.

Administrative Supervisor - Yuba Water Agency, CA

Title: Administrative Supervisor
Type: Water and Wastewater
Date Posted: July 24, 2023
Organization: Yuba Water Agency, CA

Description:

Description

Are you an experienced and motivated professional with a passion for leading and empowering teams? Do you possess exceptional supervisor skills and a proven track record in team building and conflict resolution? If so, we have a fantastic opportunity for you! We offer competitive compensation, a comprehensive benefits package, and opportunities for growth and telework.

As an Administrative Support Supervisor, you will play a crucial role in ensuring the smooth operation of our administrative services unit. You will lead a team of skilled administrative professionals while promoting a positive and harmonious work environment. Your exceptional supervisory skills and team building abilities will be essential in guiding the team towards achieving departmental goals and objectives. Additionally, your expertise in conflict resolution will enable you to handle any challenges that may arise, turning them into opportunities for growth and improvement.

Ideal Candidate

The ideal candidate for this role will be adaptable, collaborative, and innovative. The primary focus will be supervising the administrative team, process improvement, and ensuring the efficiency and effectiveness of our administrative workflows. Additionally, you will play a key role in coordinating administrative support for fleet and facilities maintenance programs.

In addition, the ideal candidate will:

- Supervise and oversee the day-to-day activities of the administrative team.
- Develop and coordinate support for fleet and facilities maintenance programs.
- Provide guidance, mentorship, and coaching to team members to enhance their performance and professional development.
- Foster a positive and collaborative work culture that emphasizes teamwork and mutual respect.
- Set clear performance goals and expectations for the team, regularly reviewing their progress and providing constructive feedback.
- Identify areas for process improvement and implement efficient workflows.

Typical Tasks

- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for office operations; implement office policies and procedures.
- Plan, prioritize, assign, supervise, and review the work of staff involved in providing administrative support.
- Coordinate routine maintenance needs at Agency facilities.
- Plan, organize, coordinates, and supervise preventive maintenance and minor repair work on the Agency's Vehicle fleet program.
- Coordinate Agency well and water quality testing through contracts/vendors where appropriate.
- Coordinate emergency repairs through contracts/vendors where appropriate.
- Determine and recommend equipment, materials, and staffing needs for assigned operations, projects, and programs; maintain a variety of records and prepares routine reports of work performance.
- Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.
- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for office equipment and staffing; monitor and control expenditures.
- Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Answer questions and provide information to the public; recommend corrective action as necessary to resolve complaints.
- Build and maintain positive working relationships with co-workers, other agency employees and the public using principles of good customer service.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Performs related duties as required.
- Five years of increasingly responsible administrative experience.
- Three years of experience supervising subordinate staff.
- Experience in public agency fleet services and/or facilities maintenance preferred.

Minimum Qualifications:

Education/Training

Education/Training:

Graduation from High School or equivalent, preferably with a bachelor's degree or college courses in business, administration, human resources, organizational development, public administration, or a related field.

AND

Experience:

- Five years of increasingly responsible administrative experience.
- Three years of experience supervising subordinate staff.
- Experience in public agency fleet services and/or facilities maintenance preferred.

License or Certificate:

Possession of and ability to maintain an appropriate, valid California Driver License.

Benefits

The annual salary range for the Administrative Supervisor is \$99,777.60 - \$121,284.80. In addition to offering flexible work schedules, hosting employee engagement events throughout the year and offering excellent training and development opportunities to help you plan your short- and long-term career goals to advance in your career, the Agency offers an excellent benefit package consisting of:

- Agency paid health insurance: 1-party is \$805.01, 2-party is \$1,610.02, and 3+party is \$2,227.42 per month.
- Dental: 100% paid coverage for employee and dependents
- Vision: 100% paid coverage for employee and dependents
- Vacation: Accrued at 12.6 hours per calendar month and increases with years of service
- Sick Leave: Accrued at 10 hours per calendar month
- Holidays: 12 official holidays per year
- Retirement: CalPERS: For classic members 2% @ 55 formula and the agency will pay 5% of the employee's 7% contribution to CalPERS. For all others, subject to the provisions of AB340 with a 2% @ 62 formula
- Retiree health through the agency upon completion of ten (10) years of service credit with the agency and retirement from CalPERS. The agency's present contribution for each annuitant, including enrollment of his/her family

members, is a maximum of \$1,850 per month.

- Deferred Compensation: Voluntary participation in Agency Plans. The agency will contribute 7.65% amount towards the plan.
- Life Insurance: \$100,000
- Health Reimbursement Account (HRA) with Agency contribution of \$600/year for 2023
- Flexible Spending Medical / Dependent Care Accounts available with pre-tax payroll contributions
- Educational/training tuition reimbursement available

Recruitment Timeline

The final date to apply is August 7, 2023. To be considered for this exciting and rewarding career opportunity, please submit your resume and cover letter. Resumes should reflect years and months of positions held.

Preliminary screening interviews, with the most qualified applicants, will be conducted the week of August 20th. Next steps which may include but are not limited to testing and/or panel interviews, will be determined by the number of qualified applicants received and will be conducted the week of September 3rd. The Agency intends to establish a certified eligibility list for this position.

Recruitment Contact

Contact phone:

(530) 649-2536

Theresa DellaSanta, HR Manager

tdellasanta@yubawater.org (mailto:tdellasanta@yubawater.org)

Special Instructions

Applications will be screened according to the qualifications outlined in this announcement. Not all applications which may meet the minimum requirements will proceed to the next phase of the recruitment process. All applicants will be notified by email as to whether or not they are invited to participate further in the selection process.

The Yuba Water Agency is an Equal Employment Opportunity employer. We will

make reasonable efforts in the selection process to accommodate persons with disabilities. Please contact Molly Bolar at (530) 740-7092 prior to the recruitment closing date for accommodation requests.

Before receiving an offer of employment, the candidate must pass a thorough reference check, drug test, and background check.

Applicants must be successful in all phases of the selection process to be considered for this position.

In accordance with the Immigration Reform and Control Act, all potential employees are required to provide proof of U.S. Citizenship or authorization to work in the United States.

Job Post Expiration Date August 7, 2023

All jobs are considered open until filled, unless otherwise posted.

ATTACHMENT 18

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into between the Town of Canandaigua, represented by the Town Manager, located at 5440 NYS Route 5&20W, Canandaigua, NY 14424 (hereinafter referred to as the "Employer") and Michael Murphy, residing at 6 Jones Terrace, Bloomfield, NY 14469 (hereinafter referred to as the "Employee") on this 21st day of August, 2023.

1. Position and Duties

The Employer hereby employs the Employee as the Code Enforcement Officer for the Town of Canandaigua, assigned by the Town Manager as the Lead Code Enforcement Officer with supervisory responsibilities. The Employee agrees to perform all duties and responsibilities associated with the position to the best of their abilities and in accordance with applicable laws, regulations, and policies. The Employee's responsibilities shall include the following essential functions:

1.1 CODE ENFORCEMENT OFFICER LEAD ESSENTIAL FUNCTIONS:

- a. Provide direction and guidance to Code Enforcement Officers and support staff.
- b. Assign work to a specific work unit and ensure tasks are completed correctly and timely.
- c. Oversee code enforcement actions relating to the enforcement function.
- d. Lead on the management of contracts for abatement work involving structures, NYS Property Maintenance Code, trash removal, recyclables, hazardous waste, oils, fuels, etc. or as otherwise directed by the Town Manager.
- e. Review and process assigned permits for the Town of Canandaigua Office of Home & Community Renewal, Code Enforcement Department. May assist with zoning review and work with businesses to achieve compliance with Town Licensing regulations.

1.2 CODE ENFORCEMENT OFFICER ESSENTIAL FUNCTIONS:

- a. Ensure that residents, property owners, and businesses in the Town comply with the zoning code and other related regulations.
- b. Respond to citizen complaints, conduct site inspections, investigate reports of code violations, and notify responsible parties of violations, potential penalties, and appeal procedures.
- c. Respond to counter and telephone inquiries from the public relating to land use matters. Answer questions and provide information on regulations for developers, individual property owners, and local business owners/operators.
- d. Serve as a witness at Hearing Examiner hearings on appeals of notices of violation, and in court on zoning violations. Work with and provide information to the Town Attorney's on code violations.
- e. Undertake efforts to ensure that all businesses comply with Town requirements for obtaining Business Licenses or permits as needed.
- f. Undertake efforts to ensure that Home Occupations comply with zoning and license requirements, working with Zoning Officers.
- g. Assist the Town Manager and Town Attorney in preparation of code amendment ordinances relating to the enforcement function.
- h. Issue civil infractions, attend and testify in court on legal matters as needed.
- i. Maintain regular attendance as directed by the Town Manager.

2. Terms of Employment

2.1 The Employee shall be employed as a full-time employee, and the work schedule shall be assigned by the Town Manager. The Employee's work schedule shall adhere to 80 hours in a two-week period (pay period), unless otherwise agreed upon by the Town Manager.

2.2 The Employee's annual salary for the position shall be \$74,000 (Seventy-Four Thousand Dollars) per year, effective August 1, 2023. The salary shall be subject to applicable tax withholdings and deductions as required by law and shall be paid on a regular pay schedule determined by the Employer.

2.3 The Employee's salary shall increase to \$78,000 (Seventy-Eight Thousand Dollars) per year, effective January 1, 2024 and shall subsequently increase 3% annually on the first day of each year thereafter.

3. Term and Termination

3.1 This Agreement shall commence on the Effective Date and shall continue until December 31, 2027, unless earlier terminated as provided herein.

3.2 Either party may terminate this Agreement at any time and for any reason by providing written notice of at least 90 days to the other party. The notice period may be waived by mutual agreement in writing.

4. Benefits

The Employee shall be entitled to any applicable benefits as outlined in the Town of Canandaigua employee handbook or policies, subject to the terms and conditions set forth therein.

5. Confidentiality and Non-Disclosure

During the term of employment and thereafter, the Employee shall maintain the confidentiality of all confidential and proprietary information belonging to the Employer. The Employee shall not disclose, directly or indirectly, any such information to any third party without the prior written consent of the Employer.

6. Code Enforcement Training

The Employee acknowledges and agrees to complete all mandated training as established by the Minimum Standards for Code Enforcement Personnel (19 NYCRR Part 1208) in the State of New York. The Employee shall maintain all required certifications throughout the tenure of employment in the position.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Employee and the Employer and supersedes all prior oral or written agreements, understandings, or representations.

IN WITNESS WHEREOF, the Employee and the Employer have executed this Employment Agreement as of the day and year first above written.

Employee:
Michael Murphy

Employer:
Town of Canandaigua, NY

Signature of Employee

Town Manager (or authorized representative)

August 21, 2023

CODE ENFORCEMENT OFFICER

MINIMUM QUALIFICATIONS: EITHER:

1. Possession of an Associate's Degree, or higher, in Architecture, Civil or Structural Engineering, Construction Technology or a closely related field; OR
2. Graduation from high school or possession of a high school equivalency diploma AND two (2) years of full-time paid experience, or its part-time equivalent, in building or code inspection and/or enforcement OR in the design or construction of buildings as a project manager, building contractor or journey level skilled trade*; OR
3. Graduation from high school or possession of a high school equivalency diploma AND possession of Basic Code Enforcement Training Program Certification, as established by the Minimum Standards for Code Enforcement Personnel (19 NYCRR Part 1208) in the State of New York; OR
4. An equivalent combination of training and experience as defined by the limits of (1) and (2) above.

SPECIAL REQUIREMENT FOR APPOINTMENT: Possession of an appropriate New York State Operator's license at the time of appointment and maintenance of such license throughout the tenure of employment in the position.

SPECIAL NOTE - TRAINING: Candidates appointed to this position be required to complete all mandated training as established by the Minimum Standards for Code Enforcement Personnel (19 NYCRR Part 1208) in the State of New York" and to maintain such certifications throughout the tenure of employment in the position.

* Journey-level skilled trades include experience as a carpenter, electrician, mason, plumber, heating, ventilating and air conditioning technician or welder.

Journey level definition - After an employee has undergone sufficient on-the-job training or completed a formal apprenticeship, a promotion to journey level normally occurs. The worker's promotion depends on knowledge and expertise.

SPECIAL NOTE: EDUCATION: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for administering and enforcing the New York State Uniform Fire Prevention and Building Code or local fire and/or building code as approved by the State Fire Prevention and Building Code Council. Under general supervision, provides for the coordination of all activities relevant to ensuring compliance with local Zoning Ordinances and other appropriate laws, codes, rules and regulations pertaining to new or existing buildings and structures. This may include seeking Court enforcement of orders. A Code Enforcement Officer may supervise the work of a small number of building/zoning personnel and/or clerical personnel. Does related work as required.

Continued on Page 2

CODE ENFORCEMENT OFFICER

TYPICAL WORK ACTIVITIES: (Illustrative only)

Maintains records concerning code enforcement activities, including applications received, permits and certificates issued, fees charged and collected inspection reports, etc.;

May supervise the operation of the municipal building/code enforcement department;

Inspects buildings and structures in the process of construction or repair for compliance with approved plans and specifications and recommends all requirements of applicable codes, ordinances and laws, and recommends certification of same;

Provides advice on the State Uniform Fire Prevention and Building Code, municipal building and/or zoning rules and regulations and other relevant State laws and rules to various boards and committees as well as the general public;

Reviews building permit applications, including building plans, to determine compliance with the New York State Uniform Fire Prevention, Building code, Energy Code, as well as local laws and zoning ordinances

Inspects existing buildings and structures to ensure conformity with codes;

Investigates complaints and attempts to resolve problems through consultation and enforcement, if necessary;

Issues, denies or revokes building permits and certificates of occupancy as required;

Orders code violations in existing structures to be removed and arranges for condemnation notices to owners and builders for improper or hazardous conditions pursuant to State or local laws;

Issues written notices to correct unsafe, illegal and dangerous conditions in existing structures;

May file complaints when appropriate, seeking Court enforcement of various codes.

May attend basic municipal meetings (i.e. Town, Zoning/Planning Boards, etc.) to make reports, answer questions and provide technical expertise as needed;

May coordinate review of development projects with other departments;

Advises the fire department, the DEC and other government entities of problems or developments for which they need to be informed;

Monitors the activities of electrical inspectors;

Prepares a variety of reports relevant to Code Enforcement activities for the municipal government.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern practices, principles, materials and tools used in building construction; thorough knowledge of building trades; good knowledge of the New York State Uniform Fire Prevention and Building Code and the local Zoning Code; good knowledge of the applications of municipal building codes; good knowledge of Americans with Disabilities Act and other relevant state and federal regulations; ability to enforce provisions of various laws; ability to establish and maintain cooperative relationships with public officials, building contractors, and the general public; ability to use a computer with moderate proficiency and to learn appropriate software programs; ability to read and interpret plans and specifications; ability to plan and supervise the work of subordinate personnel; ability to write clear and concise reports and to maintain records; physical condition commensurate with the demands of the position.

REVISED: 6/1/10; 12/30/15; 1/30/19; 3/6/20, 12/7/20; 2/18/21; 6/15/23

CIVIL SERVICE CLASSIFICATION: VARIES BY JURISDICTION

ATTACHMENT 19

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into between Sarah Reynolds, 7390 Wind Rush Drive, Canandaigua, NY 14424 (the "Employee") and the Town of Canandaigua, 5440 NYS Route 5&20W, Canandaigua, NY 14424 (the "Employer") on this 21 day of August, 2023.

1. Employment Position and Duties

The Employer hereby employs the Employee as a Part-Time Planner. The Employee agrees to perform all duties and responsibilities associated with the position to the best of their abilities and in accordance with applicable laws, regulations, and policies.

2. Terms of Employment

2.1 The Employee shall be employed on a part-time basis and shall work not less than 55 hours every pay period (two weeks) unless otherwise agreed upon by both parties.

2.2 The Employee's annual salary for the Position shall be \$55,000 (Fifty-Five Thousand Dollars) per year plus a 3% increase each January 1st. The salary shall be subject to applicable tax withholdings and deductions as required by law and shall be paid on a regular pay schedule determined by the Employer.

2.3 The Employee shall be entitled to any applicable benefits as outlined in the Town of Canandaigua, NY employee handbook or policies, subject to the terms and conditions set forth therein.

3. Term and Termination

3.1 This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with the terms herein.

3.2 Either party may terminate this Agreement at any time and for any reason by providing written notice to the other party.

3.3 In the event of termination, the Employee shall be entitled to receive all compensation and benefits accrued up to the date of termination.

4. Work Hours

The Employee shall work not less than 55 hours every pay period, which is equivalent to two weeks, in accordance with the Employer's established work schedule. The

specific work schedule shall be determined by mutual agreement between the Employee and the Employer.

5. Benefits

As a part-time employee, the Employee shall be entitled to the following benefits:

- Paid Holidays at a rate of six hours per paid holiday.
 - Vacation time (paid time off at a rate of two weeks per year).
 - Floating holidays (paid time off at a rate of four days per year).
 - Personal days (paid time off at a rate of two days per year).
 - Participation in any employee benefit plans or programs offered by the Employer to part-time employees, subject to the terms and conditions of such plans or programs.
- As a part-time employee the employee is not eligible for medical insurance programs or buyouts in accordance with Town of Canandaigua policies.

6. Confidentiality and Non-Disclosure

During the term of employment and thereafter, the Employee shall maintain the confidentiality of all confidential and proprietary information belonging to the Employer. The Employee shall not disclose, directly or indirectly, any such information to any third party without the prior written consent of the Employer.

7. Termination

Either party may terminate this Agreement at any time by providing written notice to the other party. Upon termination, the Employee shall be entitled to any unpaid salary or benefits earned up to the date of termination.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Employee and the Employer and supersedes all prior oral or written agreements, understandings, or representations.

IN WITNESS WHEREOF, the Employee and the Employer have executed this Employment Agreement as of the day and year first above written.

Employee:

Employer:

Sarah Reynolds

Town Manager

Town of Canandaigua, NY

August 21, 2023

PLANNER

DISTINGUISHING FEATURES OF THE CLASS: This is entry-level professional planning work involving responsibility for the performance of a variety of municipal, regional or community planning assignments. These assignments may include being the team leader for individual planning projects and programs or for single aspects of larger projects. Planners may also serve as staff for advisory boards as assigned. This class of positions differs from Senior Planner in level and complexity of assignments. The position is under the general supervision of the Department Head, agency Administration or higher-level department personnel as appropriate. Occasional supervision may be exercised over subordinate planning personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Participates in studies involving research, investigation and analysis of physical, economic, and environmental factors related to municipal, regional or community planning;
 Prepares materials for meetings, planning and preparation of educational activities, and provides public relations;
 May serve as staff for advisory boards, provides administrative support, and performs a variety of research projects;
 Leads planning studies, projects and programs as assigned;
 Assists in collection, tabulation, and analysis of data, including census statistics, land use, economics, natural resources, etc.;
 Obtains and collates statistical data relative to capital improvement programs covering such subjects as tax base, elements of municipal indebtedness and sources of revenue;
 Prepares a variety of maps, charts, advertisements, and other graphics required in support of planning projects being performed;
 Uses contemporary software in various activities;
 Performs miscellaneous office work and maintains records of planning unit activities;
 Assembles and disseminates statistical data regarding current demographic characteristics, population growth, economic trends, business activities, residential development and other development and planning projects;
 Participates in meetings with municipal planning boards, zoning boards, legislative bodies and other public officials providing advice and making recommendations;
 Provides assistance to municipalities in preparing comprehensive plans and land use control regulations;
 Plans and conducts field studies and surveys as assigned.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the purpose, principles, practices, methods and terminology used in municipal, community, or regional planning; good knowledge of the sociological, physical, economic, environmental design and research factors included in planning; working knowledge of basic research methods and techniques; working knowledge of the principles and practices of drafting, mapping, and graphic visual methods as applied to planning; working knowledge of zoning and subdivision practices; working knowledge of current problems and issues in the field; ability to read site plans, subdivision plans, grading & drainage plans; ability to create and work with complex spreadsheets; ability to prepare complex written reports; ability to express oneself clearly and concisely, both orally and in writing; ability to understand complex oral and written directions; ability to analyze factual data; ability to exercise discretion and sound ethical judgment; physical condition commensurate with the demands of the position.

Continued on Page 2

PLANNER

MINIMUM QUALIFICATIONS: Either:

1. Possession of a Master's degree, or higher, in planning, architecture, landscape architecture, environmental studies, natural resources or closely related field; OR
2. Possession of a Bachelor's degree in planning, architecture, geography, public administration, or a closely related field, AND two (2) years of full-time paid professional experience, or its part-time equivalent, in administering short- and long-range planning of land use, zoning, agricultural land preservation programs, infrastructure, development and subdivision in municipal, regional or urban planning; OR
3. An equivalent combination of training and experience as defined by the limits of (1) and (2) above.

SPECIAL NOTE: EDUCATION: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

SPECIAL REQUIREMENT FOR APPOINTMENT: Certain assignments made to employees in this class will require access to transportation to meet field work assignments made in the ordinary course of business in a timely and efficient manner.

REVISED: 6/6/08, 1/23/19, 3/19/19, 5/24/19; 7/21/22
CIVIL SERVICE CLASSIFICATION: COMPETITIVE



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Town Jobs

Associate Planner

TOWN OF BILLERICA PLANNING AND COMMUNITY DEVELOPMENT

Job Details

Category

Town Jobs

Status

Open

Posted

June 30, 2023 8:00 AM

Closing

Open Until Filled

Select Language ▼

fast-paced environment

Select Language ▼

Supervisory Responsibility: There is no supervisory requirement for this position.

Work Environment:

- Most work is performed under typical office conditions; the noise level is moderate and subject to frequent interruptions. The employee will be periodically required to work beyond normal business hours to attend Board meetings that occur in the evenings.
- Operates computer, telephone, copier and other standard office equipment.
- Employee has frequent contact with the general public, town departments, committees and officials. Contacts are in person, by telephone, and by email and involve an information exchange dialogue.
- Has access to all department-related confidential information, including personnel files, lawsuits and department records.
- Errors could result in delay of service, and legal and/or financial repercussions for the Town.

Nature and Purpose of Public Contact: Relationships with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations, or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks and/or developers/ contractors. Extraordinary courtesy, tact, and diplomacy is required when resolving complaints or dealing with hostile, uncooperative or uninformed individuals.

To Apply: Send application and/or Cover Letter and resume to: **hr@town.billerica.ma.us**

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

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ATTACHMENT 20

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of August 21, 2023, by and between the Town of Canandaigua, located at 5440 NYS Route 5&20W, Canandaigua, NY 14424 (hereinafter referred to as the "Town"), and Lindsay Frarey, residing at 3756 County Road 4, Canandaigua, NY 14424 (hereinafter referred to as the "Employee").

1. Position and Duties

The Town hereby employs the Employee in the dual capacity of a full-time Human Resources and Payroll Coordinator and a part-time Director of Parks and Recreation. As the full-time Human Resources and Payroll Coordinator, the Employee shall be responsible for coordinating and administering human resources functions, including payroll oversight. In this role, the Employee shall provide direct supervision to clerical staff involved in human resources and payroll activities. As the part-time Director of Parks and Recreation, the Employee shall oversee the overall planning, development, implementation, and evaluation of parks and recreation functions. The Employee shall perform all duties and responsibilities associated with both positions to the best of their abilities and in accordance with applicable laws, regulations, and policies.

2. Terms of Employment

2.1 Employment Start Date: The effective date of this Agreement shall be August 21, 2023. The term of this Agreement shall commence on August 21, 2023, and shall continue until December 31, 2028. This Agreement may be extended by mutual agreement of both parties, subject to the Town's needs, the Employee's performance, and any applicable laws or regulations.

2.2 Employment Status: The Employee shall be employed as a full-time Human Resources and Payroll Coordinator and a part-time Director of Parks and Recreation.

2.3 Work Schedule: The Employee's work schedule shall be assigned by the Town Manager and shall be based on the requirements of both positions. The Employee's work hours as the full-time Human Resources and Payroll Coordinator shall adhere to the standard full-time schedule established by the Town. As the part-time Director of Parks and Recreation, the Employee's work hours shall be agreed upon between the Employee and the Town Manager, subject to the needs of the Parks and Recreation Department.

2.4 Compensation: The Employee's total compensation shall consist of a salary of \$85,000 per year as the full-time Human Resources and Payroll Coordinator and a salary of \$8,500 per year as the part-time Director of Parks and Recreation. The salary for both positions shall increase by 3% annually on the first day of each year. The Town Board reserves the right to increase the salary, but the salary shall not be decreased without the consent of the Employee.

3. Duties and Responsibilities

A. Full-Time Human Resources and Payroll Coordinator: The Employee shall perform the following duties and responsibilities as the full-time Human Resources and Payroll Coordinator:

1. Payroll Processing: The Employee shall be responsible for payroll processing and accurate data input of payroll records.
2. Leave and Benefits Management: The Employee shall maintain accurate records of employees' current time off and available benefits. The Employee shall provide regular updates to the New York State Retirement System.

3. **Benefits Administration:** The Employee shall serve as the primary point of contact for all employees relative to benefits, including health care, dental, vision, retirement, paid time off, holidays, and other ancillary benefits.
4. **Compensation and Benefits:** The Employee shall serve as the primary contact for compensation and benefits administration.
5. **Recruitment and Hiring:** The Employee shall work with the Town Manager and department heads to recruit employees for all departments. This includes reviewing applications, conducting candidate interviews, and posting vacancies.
6. **Employee Conduct and Handbook:** The Employee shall serve as the primary point of contact for department heads and employees regarding questions relating to employee conduct, civil service, and the employee handbook. The Employee shall also be responsible for updating the employee handbook.
7. **Employment Compliance:** The Employee shall work with the Town Manager to oversee employment and compliance regulatory concerns.
8. **Employee Orientation and Training:** The Employee shall serve as the primary point of contact for employee orientation and work with department heads to provide employee development and training opportunities.
9. **Disciplinary Actions:** The Employee shall assist the Town Manager and department heads with employee disciplinary actions in compliance with civil service regulations.
10. **Policy Development:** The Employee shall develop and recommend administrative controls, policies, and procedures regarding Town-wide administration, including the implementation and enforcement of policies and procedures.
11. **Supervision:** The Employee shall supervise clerical staff participating in human resources and payroll functions, and shall serve in a role supporting the Town Manager as needed.
12. **Records Maintenance:** The Employee shall maintain a variety of written reports and records related to human resources and payroll.

B. Part-Time Director of Parks and Recreation: The Employee shall perform the following duties and responsibilities as the part-time Director of Parks and Recreation:

1. **Community Engagement:** The Employee shall contact and work with all groups interested in recreation and parks, fostering strong community engagement.
2. **Research and Planning:** The Employee shall conduct research and special studies concerning the work of the Parks and Recreation Department and the needs of the community.
3. **Program Development and Funding:** The Employee shall plan ways and means to develop, finance, and provide for the departmental programs, including grant applications and other alternative funding sources.

4. Recreation Activities: The Employee shall promote the organization and administration of recreation activities to ensure maximum efficiency.
5. Program Oversight: The Employee shall plan and supervise the conduct of recreation programs, ensuring the necessary supplies and equipment are provided.
6. Staffing and Professional Growth: The Employee shall recommend appointments of staff and provide for the professional growth of the departmental staff.
7. Facility and Resource Utilization: The Employee shall plan and organize the optimal utilization of all recreation facilities and resources.
8. Publicity and Representation: The Employee shall oversee the preparation and distribution of publicity material and shall represent the department at meetings with various groups and agencies.
9. Budget Preparation: The Employee shall prepare, present, and direct the execution of the budget for the Parks and Recreation Department.
10. Recordkeeping and Reporting: The Employee shall keep required records and make periodic reports to the Town Manager, Town Board, and community groups.

4. Severance Package

In the event of involuntary termination without cause by the Town, the Employee shall be entitled to a six-month severance package. The severance package shall consist of six months' worth of the Employee's total compensation, calculated as the sum of the salaries for both positions as of the date of termination. Severance pay shall be subject to all applicable tax withholdings and deductions as required by law and shall be paid in equal installments over the six-month period following termination.

5. Non-Reassignment of Responsibilities

The Town shall not reassign the Employee's duties and responsibilities outlined in this Agreement without the written consent of the Employee.

6. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties concerning the Employee's employment with the Town as a full-time Human Resources and Payroll Coordinator and a part-time Director of Parks and Recreation and supersedes all prior and contemporaneous agreements, whether oral or written.

IN WITNESS WHEREOF, the Employee and the Town have executed this Employment Agreement as of the day and year first above written.

Employee:

Employer:

Lindsay Frarey

Town Manager

Town of Canandaigua, NY

August 21, 2023

HUMAN RESOURCES AND PAYROLL COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS: This is a professional position involving coordination and administration of the human resources function including responsibility for the oversight of payroll. The work is performed under the general supervision of the Town Manager with wide leeway allowed for the exercise of independent judgement. The incumbent provides direct supervision for clerical staff involved in the human resources and payroll functions. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Responsible for payroll processing and data input of payroll records;
 Maintains and keeps accurate records of employee's current time off and benefits available;
 Provides regular updates to the New York State Retirement System;
 Serves as the primary point of contact for all employees relative to benefits including health care, and ancillary benefits such as dental, vision, retirement, paid time off, holidays, etc.;
 Serves as the primary contact for compensation and benefits administration;
 Works with the Town Manager and department heads to recruit employees for all departments; including the review of applications, candidate interviews, and posting of vacancies;
 Serves as the primary point of contact for department heads and employees for questions relating to employee conduct, civil service, and the employee handbook and for updating the employee handbook;
 Works with the Town Manager to oversee employment and compliance regulatory concerns;
 Serves as the primary point of contact for employee orientation, and works with the department heads for employee development, and training;
 Assists the Town Manager and department heads with employee disciplinary actions in compliance with civil service regulations;
 Develops and recommends to the Town Manager administrative controls, policies, and procedures regarding Town-wide administration, including the implementation and enforcement of policies and procedures;
 Supervises clerical staff participating in the human resources and payroll functions;
 Maintains a variety of written reports and records.

FULL PERFORMANCE KNOWLEDGES, SKILLS ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of the principles and practices of human resources administration in the public sector; good knowledge of the methods and techniques required in payroll processing and administration; good knowledge of State and Federal rules, regulations and laws that govern tax withholding, reporting and compliance; good knowledge of computerized payroll systems; working knowledge of employee benefits administration; ability to assimilate data; ability to communicate effectively, both orally and in writing; ability to establish and maintain effective working relationships; ability to work with confidential information; integrity; sound judgement; resourcefulness and initiative.

Continued on Page 2

HUMAN RESOURCES AND PAYROLL COORDINATOR

MINIMUM QUALIFICATIONS:

- Graduation from high school or possession of a high school equivalency diploma, AND;
- Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in public administration, business administration, human resources administration, industrial and labor relations, or a closely related field, AND;
- Two (2) years of full-time paid experience, or its part-time equivalent, in human resources that must have included either, benefits administration OR payroll administration, employee recruitment and placement, labor relations, and employment interviewing.

SUBSTITUTION: Additional years study in a regionally accredited or New York State registered college or university in a degree program listed above can be substituted for the required experience on a year-for-year basis.

APPROVED: FEBRUARY 16, 2018

CIVIL SERVICE CLASSIFICATION: COMPETITIVE

DIRECTOR OF PARKS AND RECREATION

DISTINGUISHING FEATURES OF THE CLASS: This is an important senior level position which performs professional and administrative work involving parks and recreation. The Parks and Recreation Director is responsible for the overall planning, development, implementation, and evaluation of parks and recreation functions. The Director serves as an active liaison between the Parks and Recreation Department, Town Board, or other governing body, the Parks and Recreation Advisory Committee, and the community. The Director reports to the Town Supervisor or City Manager. In addition, she/he works in concert with the Town Board/City Council, and other appropriate community groups to establish program objectives. This position provides leadership, supervision and coordination for professional and non-professional recreation personnel and supervision of other program staff. May supervise park maintenance staff. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Contacts and works with all groups interested in recreation;
 Conducts research and special studies concerning the work of the department and the needs of the community;
 Plans ways and means to develop, finance and provide for the departmental programs including grant applications and other alternative funding sources;
 Promotes the organization and administration of recreation activities in an attempt to insure maximum efficiency;
 Plans for and supervises the conduct of the program;
 Provides for necessary supplies and equipment;
 Recommends appointments of staff and provides for the professional growth of the departmental staff;
 Plans and organizes optimal utilization of all recreation facilities and resources;
 Oversees preparation and distribution of publicity material, and speaks to civic groups on recreational opportunities;
 Represents the departments at meetings with various groups and agencies;
 Prepares, presents and directs the execution of the budget;
 Keeps required records and makes periodic reports to the governing body and community groups.

FULL PERFORMANCE KNOWLEGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: A thorough knowledge of Recreation Administrative Theory and Practices; a thorough knowledge of planning, acquiring and equipping recreation facilities and areas; good knowledge of Public Administration; the ability to promote, plan and organize recreation activities under conditions where precedent is not available; sound professional judgment; the ability to work with groups of people of all ages; the ability to speak before a group; the ability to write clearly and concisely.

Continued on Page 2

DIRECTOR OF PARKS AND RECREATION

MINIMUM QUALIFICATIONS:

Full-time positions in various municipalities:

1. A Master's degree in recreation or allied field and four years of experience in the conduct of recreation activities which shall have been in a responsible supervisory or administrative capacity; or
2. Graduation from a college or university of recognized standing with a Bachelor's degree in recreation or related field and five years of experience in the conduct of recreation activities which shall have been in a responsible supervisory or administrative capacity; or
3. An equivalent combination of training and experience as set forth by the limits of (1) and (2).

NOTE: A Master's Degree Program consisting of 60 credit hours may be substituted for one year of full-time paid experience.

REVISED: December 2, 1999

CIVIL SERVICE CLASSIFICATION: COMPETITIVE

ATTACHMENT 21

Employment Agreement

This Employment Agreement ("Agreement") is made and entered into as of August 21, 2023, by and between the Town of Canandaigua, a municipal corporation duly organized and existing under the laws of the State of New York ("Employer"), and Michelle Rowlinson, residing at PO Box 363, Bloomfield, NY 14469 ("Employee").

1. Position and Effective Date

Employee is appointed to the position of Town Assessor for the Town of Canandaigua ("Town Assessor"). The effective date of this Agreement shall be August 1, 2023, and the term of this Agreement shall extend through September 30, 2025. New York State Assessors are appointed for six-year terms, as prescribed in Real Property Tax Law (RPTL) §310, and thus this agreement shall automatically extend from October 1, 2025 through September 30, 2031.

2. Duties and Responsibilities

As Town Assessor, Employee shall perform all duties and responsibilities as described in the job description for the position of Assessor in the Town of Canandaigua. These duties include but are not limited to:

- Annually valuing and re-valuing each parcel of real property
- Utilizing and maintaining current tax maps and appraisal cards
- Attending all hearings of the Board of Assessment Review
- Making changes in assessments in accordance with the law as directed by the Board of Assessment Review
- Appointing and training an acting Assessor as needed
- Preparing reports of assessment activities as required by the appointing authority or the State Board of Equalization and Assessment
- Reviewing and making determinations with respect to applications for tax exemptions

3. Compensation

Employee shall be compensated at a rate of \$76,500 per year, paid in accordance with the Town's payroll schedule. In addition, Employee shall be eligible for an increase in compensation for the year 2024 to \$78,795 subject to the condition of obtaining certification as a Real Property Assessor by the State of New York. Employee's salary shall increase 3% annually thereafter on the first of each year, and maybe increased by the Town Board; however, it shall not be less than a 3% increase without the authorization of the Employee.

4. Benefits

Employee shall be entitled to participate in the Town's benefit programs available to regular full-time employees, subject to the terms and conditions of each program. Such benefits may include health insurance, retirement plans, vacation, sick leave, and any other benefits provided by the Town to its employees.

5. At-Will Employment

Employee's employment with the Town of Canandaigua is at-will. This means that either the Employer or the Employee may terminate the employment relationship at any time, with or without cause or notice, provided that either party gives the other party at least ninety (90) days written notice of their intention to terminate the Agreement.

6. Confidentiality and Non-Disclosure

Employee agrees to maintain the confidentiality of all confidential and proprietary information of the Town of Canandaigua. Employee shall not disclose, directly or indirectly, any confidential information to any third party without the prior written consent of the Town.

7. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced to the fullest extent permitted by law.

8. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties concerning Employee's employment as Town Assessor and supersedes all prior and contemporaneous agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Canandaigua:
5440 NYS Route 5&20W,
Canandaigua, NY 14424

[Signature of Town Representative]
Douglas Finch, Town Manager

Date: August 21, 2023

Employee:
PO Box 363,
Bloomfield, NY 14469

[Signature of Employee]
Michelle Rowlinson

Date: August 21, 2023

ASSESSOR

DISTINGUISHING FEATURES OF THE CLASS: This is professional work in the valuation for assessment of real property for tax purposes and the preparation of an annual assessment roll. Work is performed under the general direction of the municipal legislator or the appointing authority. Supervision is exercised over the work of appraisal and clerical staff. Advisory service is available from the County Director of Real Property Tax Services and the State Board of Equalization and Assessment. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Annually values and re-values each parcel of real property;
 Utilizes and maintains current tax maps and appraisal cards;
 May seek county advisory services in determining values of certain parcels;
 Attends all hearing of the Board of Assessment Review;
 Makes changes in assessments in accordance with law as directed by the Board of Assessment Review;
 Appoints and trains an acting Assessor to perform as needed;
 Attends the public examination of the tentative assessment roll at times prescribed by law;
 Receives complaints filed and transmits them to the Board of Assessment Review;
 Prepares reports of assessment activities as required by the appointing authority or the State Board of Equalization and Assessment;
 Provides school districts within the assessing unit a copy of the current pertinent portion of the assessment roll;
 Supervises and trains appraisal staff members in the technique of appraisal and assessment;
 Reviews and makes determinations with respect to applications for tax exemptions.

FULL PERFORMANCE KNOWLEDGES SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of making an appraisal of types of real property which are regularly sold; good knowledge of the theory, principles and practices of real property valuation and assessment; good knowledge of residential and commercial building construction methods, materials and their costs, good knowledge of laws governing the valuation and assessment of real property; good knowledge of deeds and related property records; ability to make and review arithmetic computations with speed and accuracy; ability to establish and maintain effective working relationships with the public, municipal officials and the Assessment Review Board; ability to plan, work and supervise the work of others, integrity; tact; courtesy; good judgment; physical condition commensurate with the demands of the position.

Continued on page 2

ASSESSOR

MIMIMUM QUALIFICATIONS:

1. Graduation from high school or possession of an accredited high school equivalency diploma; and two years of satisfactory full-time paid experience in an occupation involving the valuation of real property, such as assessor, appraiser, valuation data manager, real property appraisal aide or the like. Such experience shall be deemed satisfactory if it is demonstrated that the experience primarily was gained in the performance of one or more of the following tasks: collection and recording of property inventory data, preparation of comparable sales analysis reports, preparation of signed income or market data approaches to value. It shall be the responsibility of the appointee to provide detailed and verified documentation of such experience, including work schedules and samples of finished products. Mere listing of real property for potential sale, or preparation of asking prices for real estate for potential sale, using multiple listing reports or other published asking prices is not qualifying experience; or
2. Graduation from an accredited two-year college and one year of the experience described in paragraph 1 of this subdivision; or
3. Graduation from an accredited four-year college and six months of the experience described in paragraph 1 of this subdivision; or graduation from an accredited four-year college and a written commitment from the County Director that the County will provide training in assessment administration, approved by the State Board, within a six-month period; or
4. Certification by the State Board as a candidate for assessor.
5. In evaluation the experience described in paragraph 1 of this subdivision, the following conditions shall apply:
 - a. If the assessor has been previously certified by the State Board as a State certified Assessor pursuant to Section 188-2.1 of this Subpart while serving as a Elected Assessor, such certification is equivalent to one year of the experience described in paragraph 1 of this subdivision if it has not expired;
 - b. For the purpose of crediting full-time paid experience, a minimum of thirty hours per week shall be deemed as full-time employment;

Continued on page 3

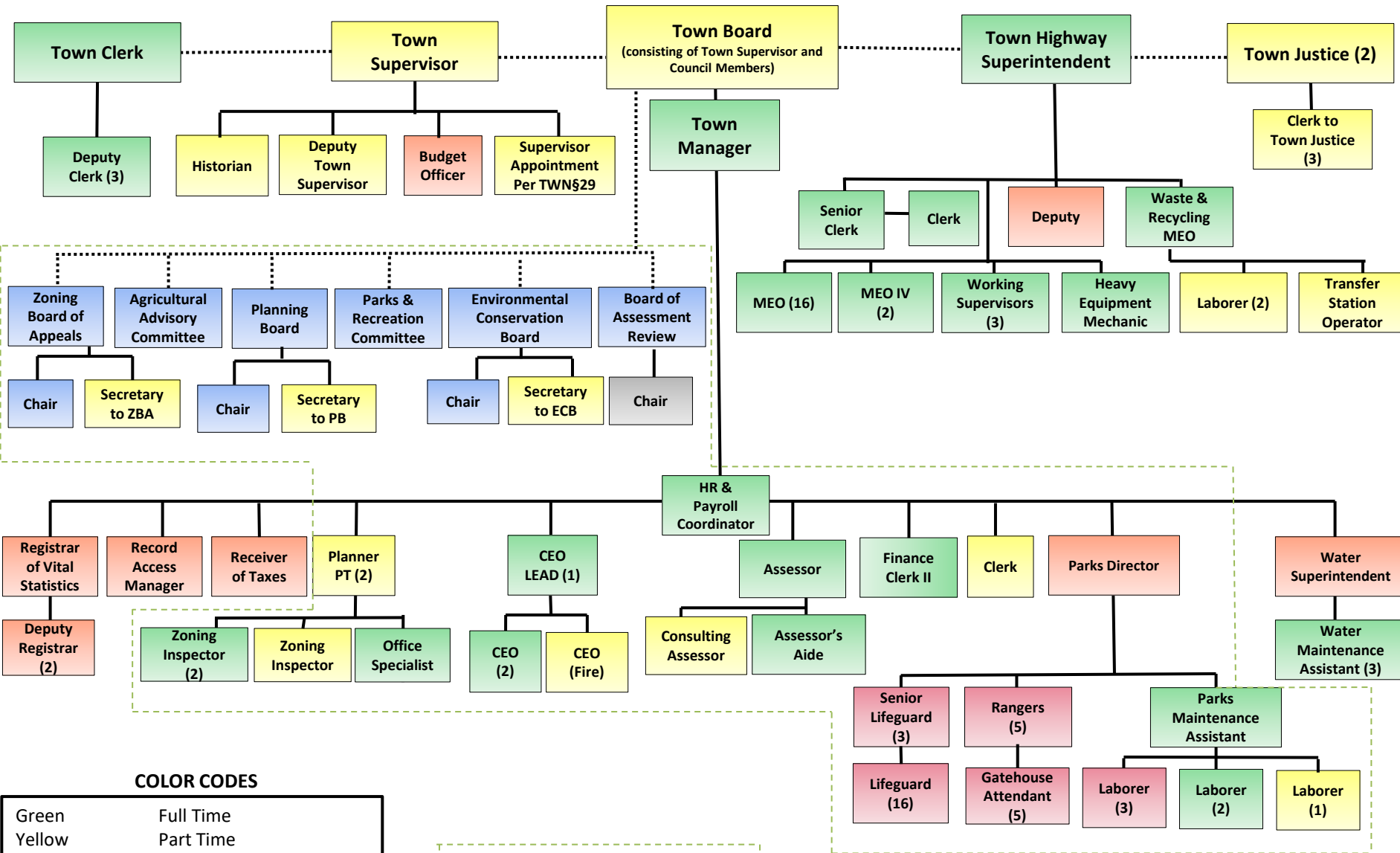
ASSESSOR

- c. Three years of part-time paid experience as sole Assessor or as Chairman of the Board of Assessor shall be credited as one year of full-time paid experience, and five years of part-time paid experience as a member of a Board of Assessors shall be credited as one year of full-time paid experience. Paid part-time experience in excess of these amounts shall be credited;
- d. Volunteer experience in an Assessor's office may be credited as paid experience to the extent that it includes tasks such as data collection; calculation of value estimates; preparation of preliminary evaluation reports; providing routine assessment information to a computer center; public relations; and review of value estimates, computer output and exemption application; and
- e. In no case shall less than six months of the experience described in paragraph 1 of this subdivision be acceptable with the exception of County training as provided in paragraph 3 of this subdivision.

APPROVED: JANUARY 19, 1993
CIVIL SERVICE CLASSIFICATION: VARIES

ATTACHMENT 22

TOWN OF CANANDAIGUA ORGANIZATIONAL CHART



COLOR CODES	
Green	Full Time
Yellow	Part Time
Pink	Seasonal
Blue	Town Board Appointment
Orange	Employee Holds More Than One Position
Grey	Appointed by BAR

ATTACHMENT 23

Town of Canandaigua

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

Facility Alcoholic Beverage Permit Application

Principal Contact Information

Principal Contact: Rothermel, Sean C Date: 6/22/23
Last First M.I.
Address: 1145 Illinois Ave
Street Address Apartment/Unit #
Pittsburgh PA 15216
City State ZIP Code
Phone: 7248093061 Email: seanrothermel@gmail.com
** Note that Principal Contact must be on-site at event and available to Town Staff at ALL times during event**

Licensed Operator/Caterer Information

Licensed Operator: Kelly Yacco Address: 203 Oxford Rd New Hartford, NY 13413
NYS Liquor Authority License Number & Expiration: TP820-23-05099

Event Information

Name and Date of Event: Rothermel/Nealon Post-Wedding Celebration - September 23, 2023 Projected Attendance: 200
Purpose of Event: Post Wedding Celebration Start/End Times of Event: 2PM/9PM
Where will alcohol be served: Gorham Lodge When will alcohol be delivered: 9-23-2023

Rules and Regulations

1. Any person(s) intending to provide, distribute, sell and or consume alcoholic beverages in the Town Parks must have a Facility Alcoholic Beverage Permit.
2. Any person(s) intending to sell or distribute alcoholic beverages, if applicable, shall have a permit or be associated with a permit from the New York State Liquor Authority.
3. Alcoholic beverages are not permitted in Town parks without a Facility Alcoholic Beverage Permit and the rental of a Town Park facility.
4. Facility Alcoholic Beverage Permit is defined as a permit authorized by the Town of Canandaigua Town Board for a specific event at Onanda Park and such permit is issued by the Town Clerk after being authorized by the Town Board.

5. Alcoholic beverage(s) is defined as including alcohol, spirits, liquor, wine, beer, cider and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being.
6. Facility Alcoholic Beverage Permit fee(s) will be set by the Town Board.
7. No person shall, under the age of 21 years, possess, transport, or bring into any Town Park or recreations area any alcoholic beverage or beer.
8. No person shall, under the age of 21 years, consume any alcoholic beverage or beer in any Town Park or recreation area.
9. No person shall become or be in an intoxicated condition while in any Town Park or recreation area.
10. Any person found to become or be in an intoxicated condition while in any Town Park or recreation area may be subject to ejection and/or associate penalties as defined in this chapter and/or action (s) determined by law enforcement.
11. The permitted Principal Contact or recipient of the Facility Alcoholic Beverage Permit shall be in the Town Park facility designated associated with the permit at all times while alcoholic beverages are being distributed, sold and/or consumed.
12. The permitted Principal Contact or recipient of the Facility Alcoholic Beverage Permit shall be responsible for any and all damages associated with persons consuming alcohol associate with the Facility Alcoholic Beverage Permit.
13. Nonobservance of the above, 1 through 12, shall constitute a violation.

The following must be attached to this permit application for a Complete Submittal:

Certificate of Liability Insurance (minimum limit of \$1 million) X
 Copy of NYS Liquor Authority License X Copy of Photo ID of Principal Contact X
 Copy of all advertisements for Event N/A

By signing this Application, I hereby agree to the regulations set forth in Town Code Chapter 152 Parks and Recreation, Section 152-9, Facility Alcoholic Beverage Permit. In addition, I certify that my answers are true and complete to the best of my knowledge.

Signature: Rothermel, Sean Digitally signed by Rothermel, Sean Date: 2023.06.22 19:02:38 -04'00' Date: 6/22/23

Town Staff ONLY

Date Application Deemed Complete: _____

TB Meeting Date: _____

Resolution Number: _____

Liability Insurance Submitted: _____

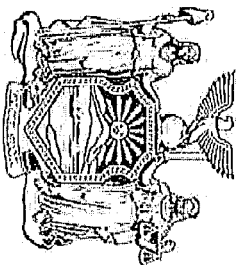
NYS Liquor Authority License: _____

Fee Paid: _____

Date Permit Issued / Permit Number: _____

 Town Clerk Signature / Date

NEW YORK STATE LIQUOR AUTHORITY



PERMIT EFFECTIVE DATE: 09/23/2023

HOURS OF EVENT: FROM 2:00 PM TO 9:00 PM

NUMBER OF BARS: 1

TEMPORARY BEER, WINE AND CIDER PERMIT

Permission is granted to the permittee hereafter designated under Section 97 of the ABC Law, to purchase beer, cider and New York State manufactured wine from any New York State licensed brewer, winery or wholesaler.

TO BE USED AT A(N):

Wedding

Gorham Lodge Park

4965 County Road 16

Canandaigua, NY 14424

This permit and the exercise of the privileges granted hereunder is subject to the rules of the New York State Liquor Authority now or hereafter promulgated. This permit is valid for one point of sale only.

This certificate must be prominently displayed at the above event

Kelly Yacco
203 Oxford Rd
New Hartford, NY 13413-3241

Certificate No. TP820-23-05099

Vincent G. Bradley
Vincent G. Bradley
Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 35378
INSURED Kelly Yacco 203 Oxford Rd New Hartford NY 13413	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5474-M3701603	09/23/2023 12:01 AM	09/24/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 200, Event Type: Event Planner - Hired Consultant Only.

CERTIFICATE HOLDER**CANCELLATION**

Gorham Lodge Park 4965 Co Rd 16 Canandaigua NY 14424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Gorham Lodge Park
4965 Co Rd 16
Canandaigua, NY 14424

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



dmv.ny.gov

Doc# VZSHSHK402



NEW YORK STATE

DRIVER LICENSE

NOT FOR
FEDERAL
PURPOSES

ID 573 092 074

YACCO
KELLY, P.

203 OXFORD RD APT A
NEW HARTFORD, NY 13443

Sex M Height 5' 7" Eyes BRO

DOB 01/09/1987

Expires 01/09/2029

ENONE

RNONE

Issued 04/16/2021



Jean Chrisman

From: Lisa Martin <lisa@powerperformers.com>
Sent: Thursday, July 20, 2023 4:11 PM
To: Jean Chrisman
Subject: Rothermel Wedding 9-23-23
Attachments: 2619_001.pdf

Hi Jean,

Thank you so much for taking my call and for your time on the phone!

Here is all the completed paperwork, please let me know when it is all set.

Thanks,
Lisa

Jean Chrisman

From: Jean Chrisman
Sent: Friday, June 30, 2023 4:06 PM
To: John Peluso
Subject: RE: Landlord Authorization (9-23-23).pdf
Attachments: 2023-06-30 Yacco Gorham Lodge Special Event Form.pdf

Here you go. Have a great weekend.

*Jean Chrisman
Town Clerk / Receiver of Taxes
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua NY 14424
Office: 585-394-1120 Ext 2225
Fax: 585-394-9476*

From: John Peluso <booking@nyliquidcatering.com>
Sent: Friday, June 30, 2023 4:03 PM
To: Jean Chrisman <Jchrisman@townofcanandaigua.org>
Subject: Landlord Authorization (9-23-23).pdf

Here ya go. All set.

Thanks!

**John Peluso
New York Liquid Catering
Phone: 315-876-3957**

Special Event Permit Application

New York State Liquor Authority

Landlord Authorization Form

Date(s) of event: September 23, 2023
Name of Applicant: Kelly Yacco
Venue Name: Gorham Lodge Park
Venue Street Address: 4965 Co Rd 16
Venue City and zip code: Canandaigua 14424

By my signature, I acknowledge that I am the landlord/owner of the applied for premises, or that I am a duly authorized representative of the landlord/owner, to sign this landlord authorization form. I hereby grant permission for the sale or services of alcoholic beverages by the applicant for consumption on said property.

Town of Canandaigua
Print Name of Landlord/Owner

Jean E Chisman Town Clerk
Print Your Name and Title

Jean E Chisman 6/30/2023
Signature & Date

Jean Chrisman

From: John Peluso <booking@nyliquidcatering.com>
Sent: Friday, June 30, 2023 4:03 PM
To: Jean Chrisman
Subject: Landlord Authorization (9-23-23).pdf
Attachments: Landlord Authorization (9-23-23).pdf

Here ya go. All set.

Thanks!

John Peluso
New York Liquid Catering
Phone: 315-876-3957

§ 152-9. Facility alcoholic beverage permit.

The following rules pertain to the use, sale, distribution, or consumption of alcoholic beverages in Town of Canandaigua parks.

- A. Any person(s) intending to provide, distribute, sell and/or consume alcoholic beverages in the Town parks must have a facility alcoholic beverage permit.
- B. Any person(s) intending to sell or distribute alcoholic beverages, if applicable, shall have a permit or be associated with a permit from the New York State Liquor Authority.
- C. Alcoholic beverages are not permitted in Town parks without a facility alcoholic beverage permit and the rental of a Town park facility.
- D. "Facility alcoholic beverage permit" is defined for this chapter as a permit authorized by the Town Board of the Town of Canandaigua for a specific event at Onanda Park, and such permit is issued by the Town Clerk only after being authorized by the Town Board.
- E. "Alcoholic beverage(s)" is defined for this chapter as including: alcohol, spirits, liquor, wine, beer, cider and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being.
- F. Facility alcoholic beverage permit fee(s) will be set by the Town Board.
- G. Any person(s) making application for a facility alcoholic beverage permit in which alcohol will be sold shall provide:
 - (1) Proof of liability insurance for their organization or associated with their event to the Town;
 - (2) A completed facility alcoholic beverage permit application including the area identified where participants are proposed to consume alcoholic beverages;
 - (3) Proof of compliance with alcoholic beverage laws such as a licensed operator/caterer providing for and serving or receipt of a NYS Liquor Authority license for the event.
- H. No person under the age of 21 years shall possess, transport, or bring into any Town park or recreation area any alcoholic beverage or beer.
- I. No person under the age of 21 years shall consume any alcoholic beverage or beer in any Town park or recreation area.
- J. No person shall become or be in an intoxicated condition while in any Town park or recreation area.
- K. Any person found to become or be in an intoxicated condition while in any Town park or recreation area may be subject to ejection and/or associated penalties as defined in this chapter and/or action(s) determined by law enforcement.
- L. The permitted principal contact or recipient of the facility alcoholic beverage permit shall be in the Town park facility designated associated with the permit at all times while alcoholic beverages are being distributed, sold, and/or consumed.
- M. The permitted principal contact or recipient of the facility alcoholic beverage permit shall be responsible for any and all damages associated with persons consuming alcohol associated with the facility alcoholic beverage permit.

§ 152-9

§ 152-9

N. Nonobservance of this section shall constitute a violation.

ATTACHMENT 24

ELLISON CONSERVATION
building & monument restoration - consulting & contracting

July 24, 2023

Mr. Douglas Fitch, Town Manager
The Town of Canandaigua
5440 Routes 5 & 20
Canandaigua, New York 14424

Re: 2023 Canandaigua Cemetery Maintenance Proposal for Academy, Hunn, Lucas, & Sand Hill
Cemeteries, Canandaigua, N.Y.

Dear Mr. Fitch:

Pursuant to the cemetery committee's request, I am pleased to submit this Maintenance Proposal to the Town of Canandaigua for the Conservation/Restoration Treatment of Academy, Hunn, Lucas, and Sand Hill Cemeteries.

This project will allow for the conservation treatment of 18 headstones, including: nine (9) at Academy Cemetery, two (2) at Hunn Cemetery on Woolhouse Road, six (6) at Lucas Cemetery on State Route 21, one (1) at Sand Hill Cemetery on Emerson Road and. All of the cemeteries are located in the town of Canandaigua, New York.

Treatments

The following paragraphs describe the proposed maintenance for the cemetery. The primary intent of the repairs is to preserve and maintain the headstones using methods and materials that are sympathetic to the stones and will not cause further damage to the stone.

Re-setting

There are obelisks at Academy that are leaning and a headstone that has toppled over, as well as some marble headstones that are leaning. These stones will be reset and/or realigned.

Stone Re-attachment

Broken headstones and/or loose or detached stone pieces will be reattached by pinning the pieces with stainless steel threaded rod and epoxy. No epoxy or pins will be visible.

Previous Repairs

Some of the headstones scheduled to receive work have previous repairs (caulk, cement) that are not serving a functioning purpose anymore. Although removing these repairs would be

2023 Canandaigua Cemetery Maintenance Proposal

July 24, 2023

Page 2

desirable, they will not be removed if removing the material will not cause further damage to the stone. Often these repair materials strongly adhere to the stone and removing it will remove stone and cause scarring. It is likely that a majority of this material will be left on the stone.

Patching

Voids left by missing pieces will be filled with either a lime based patching material or a proprietary lime-based patching material, such as those manufactured by St. Astier or Jahn. The patching material will match the original stone in color and in texture and will have similar physical properties to the stone.

Grouting

Cracks will be grouted with a lime-based grout to keep moisture out. In addition, any delaminated stone will be filled as well.

	Cemetery/Interred	Marker Type	Damage & Proposed Repairs
	HUNN		
1.		White marble headstone	Reset large 2 piece headstone
2.	Olive Sheldon	Bluestone headstone	Delaminated. Reattach pieces.
	LUCAS		
1.	Mary Willcox	White marble headstone.	Headstone broken in half.
2.	? Consider	Bluestone headstone	Reattach face. Reset??
3.	Abel F Hoyt	Bluestone headstone	Reattach pieces.
4.	?	Bluestone headstone	Adjacent to Abel. Reattach pieces.
5.	Samuel Doolittle	White marble	Broken in half. Reattach.
	Reset leaning stones.		Reset 5 stones.

2023 Canandaigua Cemetery Maintenance Proposal

July 24, 2023

Page 3

	ACADEMY		
B2	Civil War Monument		Re-attach plaque
E13		4 piece obelisk	Reset
H16		White marble slab	Broken in half. Reattach and search for bottom.
K6		White marble slab	Leaning. Reset.
K7		White marble slab	Leaning. Reset.
L13	Gage	3 piece obelisk	Leaning. Reset
N4		Marble slab.	Expose bottom & cut. Reattach top.
P4	Rev. Joseph Sterling	Lg. 3 piece.	Toppled. Dismantle & reset on new base.
P10	Caroline Sanford	Lg. 2 piece	Leaning. Reset.
	SAND HILL		
1.	Right front	White marble headstone	Broken in half. Reattach.

Guidelines

All treatments that are carried out will be executed by a competent conservator.

All treatments carried out will be documented.

All work will conform to the American Institutes for Conservation's Code of Ethics.

Scope of Services

Conservation Treatment:

Conservation treatment of eighteen (18) head stones, including: re-setting, re-attachment and pinning, patching, grouting, and infill of missing stone with mortar repairs.

Qualifications

2023 Canandaigua Cemetery Maintenance Proposal

July 24, 2023

Page 4

Ellison Conservation is a professional consulting/conservation firm specializing in historic preservation, and is experienced in the restoration and conservation of historic buildings and monuments. The firm is quite familiar with construction materials and techniques used in historic buildings and monuments, and has the expertise to investigate, analyze, and solve and treat problems associated with the restoration and rehabilitation of a resource's historic fabric.

Fee

Ellison Conservation proposes to provide the Scope of Services described above for the following lump sum fees:

Conservation Work

Fee for Conservation Fieldwork	\$ 4,100.00
Estimated Reimbursable Expenses (repair mortar, epoxy, pins)	<u>\$ 900.00</u>
Total Estimated Expenses	\$ 5,000.00

Terms

This proposal is incorporated into the attached Proposed Service by reference. If you are in agreement with the Scope of Services, Terms, and Conditions of this proposal as presented herein, please sign and date both copies where indicated and return one (1) copy to my office. When executed, the Proposal, together with the Proposed Service, will constitute our Professional Services Agreement.

The Fees, Terms, and Conditions of this Proposal will remain valid for sixty (60) days.

Ellison Conservation is delighted at the prospect of working with you on this project, and we appreciate your consideration of our firm. If you should have any questions regarding this proposal or our scope of work, please do not hesitate to contact Peter Ellison at 585-298-4487.

Respectfully submitted,

Peter T. Ellison

Conservator, M.S.

Proposed Service

This agreement is hereby made and entered into this Proposed Service between The Town of Canandaigua (Owner) and Ellison Conservation (Contractor) for the restoration/conservation maintenance of the Sand Hill Cemetery & , Canandaigua, New York.

The parties agree to the following:

The contractor agrees to provide all of the material and labor required to perform the following maintenance work for Conservation/Restoration located at the above cemetery as outlined in the proposal dated July 24, 2023.

The Owner hereby agrees to pay the Contractor, for the material and labor for the sum of up to \$5,000. The Contractor agrees to provide and pay for all materials, tools, and equipment required for the execution and timely completion of the work.

All changes in the work ordered by the Owner must be in writing, the Proposed Service sum being increased or decreased accordingly by the Contractor. Any claims in writing and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

The Owner, Owner's representative and public authorities shall have access to the work.

The Contractor agrees to re-execute any work which does not conform to the proposal, warrants the work performed, and agrees to correct resulting defects, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work, except for abuse or acts of God and the resultant possible damages.

In the event the Contractor is delayed in the execution of the work by acts of God, fire, flood or any other unavoidable casualties by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion the of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

The Contractor has in place insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

Acceptance of Proposal:

By: Peter T. Ellison

Dated: 7/24/2023

Peter T. Ellison
Ellison Conservation

Valid upon receipt by Ellison Conservation of Signed copy of Proposed Service.

By: _____
Town of Canandaigua, New York

Dated: _____

Annual contract

Karen DeMay <kdemay1673@rochester.rr.com>

Thu 7/20/2023 7:12 PM

To: Peter Ellison <ellisonconservation@hotmail.com>

Cc: Leif Herrgesell <LHerrgesell@townofcanandaigua.org>; Jessica Mull
<jmull@townofcanandaigua.org>; Doug Finch <dfinch@townofcanandaigua.org>

Hello, Mr. Ellison. The cemetery committee met this afternoon to consider and approved expediting your contract to repair headstones. Please send the agreement for this year's work on our town cemeteries. You provided a list of monuments you intend to repair this year. Please include that. Please send it to the attention of town manager, Doug Finch. Thanks so much.

Karen DeMay, cemetery committee chair.

Doug, if there is anything else I'm need to do on this, please advise. Thank you

Sent from my iPad

ATTACHMENT 25

August 11, 2023

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

RE: PROPOSAL FOR PROFESSIONAL SERVICES
TOWN OF CANANDAIGUA FEDERAL DISASTER ASSISTANCE
SEQR, NEPA, AND ENVIRONMENTAL REPORT

Dear Doug:

MRB Group is pleased to provide the Town of Canandaigua with a proposal for engineering services for completing the State Environmental Quality Review (SEQR), the National Environmental Protection Act (NEPA), and the Environmental Report as required for funding through the FEMA and the NYS Division of Homeland Security and Emergency Services (DHSES) Environmental and Historic Preservation and Disaster Recovery program.

I. Background

The Town of Canandaigua endured severe damages to parks, infrastructure, and roadways due to the historic July 9, 2023 storm event which caused extreme flooding in the Town of Canandaigua. The Town has begun to assess the areas affected by the flood, including Richard P. Outhouse Memorial Park, Onanda Park, town roadways and highways, and stormwater management facilities. The intent is to pursue federal funding to repair the damages that occurred to the Town of Canandaigua.

II. Scope of Services and Compensation

As part of the funding process through FEMA and the NYS Homeland Security and Emergency Services Environmental and Historic Preservation and Disaster Recovery 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).

The Town of Canandaigua has divided their funding applications into three (3) focus projects:

1. Richard P. Outhouse Memorial Park Improvements
2. Town Roadways and Highways Improvements
3. Stormwater Management Facilities Improvements

MRB proposes to complete the environmental reports as listed below for each of the three projects:

A. State Environmental Quality Review (SEQR)

As part of the application requirements, SEQR will need to be performed in combination with NEPA. The following services will be provided to complete the SEQR process:

1. Preparation of the Full Environmental Assessment Form (FEAF) Parts 1-3
2. Preparation of the Lead Agency Coordination materials including the cover letters, agency lists, response forms, and sending out the packages
3. Preparing the Supporting Documents and associated mapping for the Full EAF
4. Completing the SEQR Resolutions (3) in total:
 - a. Intent to be Lead Agency
 - b. Designating Lead Agency
 - c. Determination of Significance
5. Coordination with the State Historic Preservation Office (SHPO)
6. Publication of the SEQR documents on the NYSDEC Environmental Notice Bulletin (ENB)

B. 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 for SEQR/NEPA:

1. *Richard P. Outhouse Memorial Park Improvements \$7,500.00*
2. *Town Roadways and Highways Improvements \$7,500.00*
3. *Stormwater Management Facilities Improvements \$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 Historic Preservation Office (SHPO) archaeological investigation
- B. Site Investigations per U.S. Army Corps of Engineers direction (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.


V. Standard Terms and Conditions

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

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. 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,


Lance Brabant, CPESC
Dir. of Planning & Environmental Services


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

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/_Letter Proposals/2023/Isb- Town of Canandaigua - SEQR-NEPA Proposal.docx

Enclosure

PROPOSAL ACCEPTED BY:

Signature

Title

Date

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

A. TERMINATION

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

B. OWNERSHIP OF DOCUMENTS

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

C. ESTIMATES

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

D. INSURANCE

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

E. INDEPENDENT CONTRACTOR

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

F. SUCCESSORS AND ASSIGNS

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

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

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

H. INVOICES AND PAYMENT

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

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

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

J. P.S.O. NOT AN EMPLOYEE

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

K. INDEMNITY

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

ATTACHMENT 26

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

June 21, 2023

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

CANANDAIGUA TOWN CLERK

JUL 26 2023

RECEIVED

**RE: MARATHON ENGINEERING – BURKE & SHAPPARD RESIDENCE
NEW SINGLE FAMILY DWELLING - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP No. 154.09-1-21.000 & 154.09-1-22.000
CPN No. 22-051 & 23-146
ADDRESS: 5007 & 5009 COUNTY ROAD 16**

Dear Mr. Finch,

Please be advised that MRB, on behalf of the Town of Canandaigua, has completed a review of the submitted Erosion Control Surety Estimate dated May 16, 2023, prepared by Marathon Engineering for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **\$6,600.00 (Six thousand and Six hundred dollars)**. The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

Any questions and/or comments you may have in this regard, please feel free to contact me at your earliest convenience.

Sincerely,


Lance S. Brabant, CPESC
Director of Planning & Environmental Services
MRB - Town Engineer

cc: Jean Chrisman, Town Clerk
Marathon Engineering
Laureen Burke & Ted Shappard

APPROVED

Doug Finch – Town Manager
7.28.23
Date



39 Cascade Drive / Rochester, NY 14614 / Phone (585) 458-7770

Date: May 16, 2023

Budgetary Engineers Estimate - Erosion Control

Project: Burke-Shappard Residence

Prepared For: Laureen Burke and Ted Shappard

Prepared By: MARATHON ENGINEERING

Summary of Costs

This is a budgetary Engineers estimate that represents the probable construction costs in 2023 dollars to complete the site improvements as shown on the overall plan entitled "**Preliminary/Final Site Plan for Burke-Shepard Residence**" dated: 07/01/22 prepared by Marathon Engineering. This is an Engineers estimate for only the site improvements as summarized below.

Section #	Description	Engr Est of Cost
1	EROSION CONTROL	\$ 6,600
	10% Contingency:	\$ 660
	Total Budgetary Engr Estimate:	\$ 7,260

Section 1: EROSION CONTROL

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
2.1	Storm inlet protection	2	EA	150.00	300
2.2	Stabilized construction entrance	1	EA	800.00	800.00
2.3	Concrete washout area	1	EA	2,000.00	2,000.00
2.4	Silt fence	250	LF	4.00	1,000.00
2.5	Lawn restoration, includes topsoil and seed; complete	1	LS	2,500.00	2,500
				TOTAL:	\$ 6,600

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

August 4, 2023

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

CANANDAIGUA TOWN CLERK
AUG -7 2023
RECEIVED

CL 1045
CL

**RE: MARATHON ENGINEERING – LEDERMAN TRAM
EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP No. 140.07-1-30.120
CPN No. 23-035
ADDRESS: 4606 CEDAR CLIFF DRIVE**

Dear Mr. Finch,

Please be advised that MRB, on behalf of the Town of Canandaigua, has completed a review of the submitted Erosion Control Surety Estimate dated May 24, 2023, prepared by Marathon Engineering for the above referenced project.

Based on our review of the submitted surety estimate, we recommend that an Erosion Control Surety be approved in the amount of **\$3,900.00 (Three thousand, nine hundred dollars and zero cents)**. The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

Any questions and/or comments you may have in this regard, please feel free to contact me at your earliest convenience.

Sincerely,


Lance S. Brabant, CPESC
Director of Planning & Environmental Services
MRB - Town Engineer

cc: Jean Chrisman, Town Clerk
Peter Gorman, P.E. – Marathon Engineering
Gregg Lederman

APPROVED

Doug Finch – Town Manager
8/8/23
Date



39 Cascade Drive / Rochester, NY 14614 / Phone (585) 458-7770

Date: May 24, 2023

Budgetary Engineers Estimate - Erosion Control

Project: Lederman Tram

Prepared For: Gregg Lederman

Prepared By: MARATHON ENGINEERING

Summary of Costs

This is a budgetary Engineers estimate that represents the probable construction costs in 2023 dollars to complete the site improvements as shown on the overall plan entitled "**Final Site Plan for Gregg Lederman**" dated: 05/01/2023 prepared by Marathon Engineering. This is an Engineers estimate for only the site improvements as summarized below.

Section #	Description	Engr Est of Cost
1	EROSION CONTROL	\$ 3,900
	10% Contingency:	\$ 390
	Total Budgetary Engr Estimate:	\$ 4,290

Section 1: EROSION CONTROL

Item No	Description	Qty	Unit	Unit Cost (\$)	Amount (\$)
2.1	Tree protection	2	EA	100.00	200
2.2	Rolled erosion control blanket	-	LS	500.00	500.00
2.3	Sediment control log	1	EA	500.00	500.00
2.4	Silt fence	50	LF	4.00	200.00
2.5	Lawn restoration, includes topsoil and seed; complete	1	LS	2,500.00	2,500
				TOTAL:	\$ 3,900

Town of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120

May 4, 2023

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

CANANDAIGUA TOWN CLERK

AUG 09 2023

RECEIVED

OK 196 @

RE: JCG – JOYCE CONSULTING GROUP – WHITBECK RESIDENCE
NEW SINGLE FAMILY DWELLING - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP No. 154.04-1-7.000
CPN No. 22-077
ADDRESS: 5285 BLACK POINT DR.

Dear Mr. Finch,

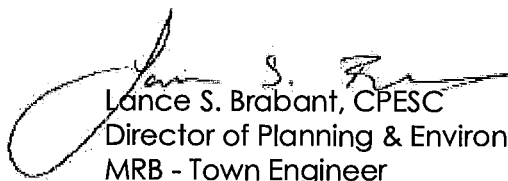
Please be advised that MRB, on behalf of the Town of Canandaigua, has completed a review of the submitted Erosion Control Surety Estimate dated April 25, 2023, prepared by Erin Joyce, P.E. of JCG Engineering for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **\$3,260.08 (three thousand, two hundred and sixty dollars and eight cents)**. The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

Any questions and/or comments you may have in this regard, please feel free to contact me at your earliest convenience.

Sincerely,

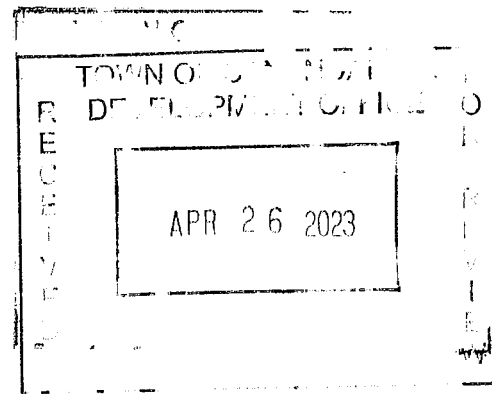

Lance S. Brabant, CPESC
Director of Planning & Environmental Services
MRB - Town Engineer

cc: Jean Chrisman, Town Clerk
Erin Joyce, P.E. – JCG Engineering
Marie McNabb & Ernest Whitbeck IV

APPROVED


Doug Finch – Town Manager

8/10/23
Date



Site Plan - Single-Family Home Construction

Surety Estimate – Erosion and Sediment Control at 5285 Black Point Drive

Prepared By: Erin V. Joyce, PE

Prepared For: Marie McNabb & Ernest C. Whitbeck IV

Section A: Erosion Control	\$	3,260.08
10% Contingency:	\$	326.01
TOTAL ESTIMATE:	\$	3,586.08

Respectfully submitted by:

Erin V. Joyce, PE

25-Apr-23

Section A: Erosion Controls				
Item Description:	Estimated Quantity	Unit	Unit Price (\$)	Estimate
Perimeter Silt Fence (209.13*)	300	LF	5.62	\$ 1,686.00
Permanent Lawn (610.1602*)	333	SY	2.11	\$ 703.33
Erosion Control Blanket & Seed Mix (209.1901*)	65	SY	5.33	\$ 347.04
Stabilized Construction Entrance**	1	EA	500	\$ 500.00
Inlet Protection, Drop-In (209.1703*)	1	EA	23.7	\$ 23.70
TOTAL SECTION A:				\$ 3,260.08

Source: *NYS DOT Weighted Average Item Price Report – January 1, 2022 to December 31, 2022 (Avg of all Regions)

Source: **Town of Canandaigua Development Office

Sediment and Erosion Controls estimated per Site Plan prepared by our office, revised through 11-30-2022