

Canandaigua Town Board

Meeting Agenda for

11/25/2024

Onnalinda Room - 6:00pm

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.

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

New Public Hearings: SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTERS 220-9 AND 220-20 THAT WILL REDUCE THE MINIMUM REQUIREMENT FOR THE SIZE OF A DWELLING UNIT; AND SEQR INTENT TO DECLARE LEAD AGENCY

- Reports of Town Officials and Department Heads – (**Attachment #2**)
 - A. Highway / Water Superintendent
 - B. Assessor
 - C. Historian
 - D. Town Clerk
 - E. Planner
 - F. Human Resources & Parks Coordinator
 - G. Supervisor / Deputy Supervisor
 - 1. Monthly Financial Reports
 - a. Revenue & Expense Report and Cash Summary Report
 - b. Overtime Report – All Departments
 - c. Overtime Report – Highway & Water
 - d. Authorized TM Budget Transfers
- Reports of Town Board Standing Committees
 - A. Town Board Committees
 - Finance
 - Planning & Public Works
 - Ordinance
 - Economic Development
 - B. Reports of Citizen Boards, Committees and Commissions

- Tree Team 2024 Annual Report (Attachment #3)

- Privilege of the Floor
- Resolutions and Motions

FINANCE:

Item #1: BUDGET TRANSFER AUTHORIZATION

Item #2: BUDGET TRANSFER AUTHORIZATION

Item #3: BUDGET TRANSFER AUTHORIZATION

Item #4: AUTHORIZING UNPAID WATER / SEWER BILLS FOR RELEVY TO 2025 TOWN / COUNTY TAX BILLS

Item #5: AMENDMENT TO 2024 FEE SCHEDULE- PARKS KEY DEPOSIT AGREEMENT

Item #6: AUTHORIZING CANANDAIGUA NATIONAL BANK & TRUST TO ACT AS AGENT FOR THE TOWN OF CANANDAIGUA TO ACCEPT 2025 TOWN AND COUNTY TAX PAYMENTS

ORDINANCE:

Item #7: SETTING A PUBLIC HEARING TO AMEND LOCAL LAW 11 OF 2024 TITLED VOLUNTEER FIREFIGHTERS AND VOLUNTEER AMBULANCE WORKERS EXEMPTION

Item #8: SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 88 THAT REGULATES THE MAINTENANCE AND REMEDIATION OF VACANT AND UNSAFE STRUCTURES; AND SEQR INTENT TO DECLARE LEAD AGENCY

Item #9: SETTING A PUBLIC HEARING ON THE ADOPTION OF TOWN CODE CHAPTER 77 THAT REGULATES THE USE AND MAINTENANCE OF FIRE ALARMS; AND SEQR INTENT TO DECLARE LEAD AGENCY

Item #10: APPROVING STORMWATER ACCESS & MAINTENANCE EASEMENT & SIDEWALK EASEMENT TO THE TOWN OF CANANDAIGUA ON PROPERTY LOCATED AT 2625 COUNTY RD 22

Item #11: AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A WATER QUALITY AND FLOOD RESILIENCY EASEMENT

PLANNING/DEVELOPMENT:

Item #12: APPOINTMENT OF JIM BURGER TO THE VACANT POSITION ON THE TOWN ENVIRONMENTAL CONSERVATION BOARD

HIGHWAY:

Item #13: AUTHORIZING PURCHASE OF NEW WHEELED LOADER FOR THE HIGHWAY DEPARTMENT

Item #14: AUTHORIZING PURCHASE OF NEW TRACK EXCAVATOR FOR THE HIGHWAY DEPARTMENT

GENERAL:

Item #15: ADOPTING THE TOWN OF CANANDAIGUA WORKPLACE VIOLENCE PREVENTION PROGRAM

Item #16: ASSOCIATION OF TOWNS 2024 ANNUAL MEETING DELEGATE DESIGNATION

Item #17: AUTHORIZING AGREEMENT WITH MRB GROUP FOR SWIFR GRANT APPLICATION

Item #18: AUTHORIZATION TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR COURT SECURITY SERVICES

Item #19: AUTHORIZATION TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR LAW ENFORCEMENT SERVICES

Item #20: AUTHORIZATION TO EXECUTE EXTENSION AGREEMENT WITH ONTARIO COUNTY FOR RENTAL OF THE BOATHOUSE AND OFFICE AT ONANDA PARK

Item #21: AUTHORIZING THE TOWN MANAGER TO SIGN A STATEMENT OF WORK AGREEMENT FOR CIVICPLUS MEDIA SOFTWARE AND A BUDGET TRANSFER AUTHORIZATION FOR PURCHASE OF THE SOFTWARE

Item #1:

BUDGET TRANSFER AUTHORIZATION

WHEREAS, the Canandaigua Town Board is aware that adjustments need to be made within the General Fund Budget to prevent a negative balance in the traffic contractual budget line (AA.100.3310.400); and

WHEREAS, the Highway Superintendent has identified a budget line from which money can be transferred to prevent the deficit; and

WHEREAS, the Finance Department is requesting approval to make a budget transfer within the General Fund Budget of \$ 14,200 from the Contingency line (AA.100.1990.400) to the traffic contractual line (AA.100.3310.400); and

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Budget Officer and Finance Clerk to make the following budget transfer entries into the Town of Canandaigua accounting system along with any other documentation necessary to amend the 2024 Town budget:

Increase: AA.100.3310.400	\$ 14,200.00
Decrease: AA.100.1990.400	\$ 14,200.00; and

BE IT FURTHER RESOLVED that the Town Board directs the Town Clerk to provide a copy of this resolution to the Budget Officer and Finance Clerk.

Item #2:

BUDGET TRANSFER AUTHORIZATION

WHEREAS, the Canandaigua Town Board is aware that adjustments need to be made within the Water Fund Budget to prevent a negative balance in the traffic contractual budget line (SW.500.8340.440); and

WHEREAS, the Water Superintendent has identified a budget line from which money can be transferred to prevent the deficit; and

WHEREAS, the Finance Department is requesting approval to make a budget transfer within the Water Fund Budget of \$ 45,000.00 from the Water Capitol Projects (SW.500.8397.400) to the Services and Maintenance CCWD line (SW.500.8340.440.400); and

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Budget Officer and Finance Clerk to make the following budget transfer entries into the Town of Canandaigua accounting system along with any other documentation necessary to amend the 2024 Town budget:

Increase: SW.500.8340.440	\$ 45,000
Decrease: SW 500.8397.400	\$ 45,000; and

BE IT FURTHER RESOLVED that the Town Board directs the Town Clerk to provide a copy of this resolution to the Finance Clerk.

Item#3:

BUDGET TRANSFER AUTHORIZATION

WHEREAS, the Canandaigua Town Board is aware that adjustments need to be made within the General Fund to prevent a negative balance in the Parks Maintenance Assistant line (AA100.7110.121) and the Parks Personal Services P/T line (AA100.7110.131); and

WHEREAS, the HR Director has identified that the deficit in the Parks Maintenance Assistant line (AA100.7110.121) is due to overtime costs; and

WHEREAS, the HR Director has identified budget lines from which money can be transferred to prevent any deficits; and

WHEREAS, the Finance Department is requesting approval to make a budget transfer within the General Fund parks accounts;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Budget Officer and Finance Clerk to make the following budget transfer entries into the Town of Canandaigua accounting system along with any other documentation necessary to amend the 2024 Town budget:

Increase: AA100.7110.121	Parks. Maintenance Assistant	\$ 4,500
Decrease: AA100.7110.142	Rec. Attendants Gatehouse	\$ 4,500
Increase: AA100.7110.131	Personal Services. PT	\$11,700
Decrease: AA100.7110.143	Parks. Laborers P/T Seasonal	\$11,700; and

BE IT FURTHER RESOLVED that the Town Board directs the Town Clerk to provide a copy of this resolution to the Finance Clerk.

Item #4: (ATTACHMENT #4)

AUTHORIZING UNPAID WATER / SEWER BILLS FOR RELEVY TO 2025 TOWN / COUNTY TAX BILLS

WHEREAS, the Town Board of the Town of Canandaigua has been notified by the Canandaigua Water Department and the Canandaigua-Farmington Water and Sewer Department of unpaid water and sewer charges; and

WHEREAS, an Annual Statement has been compiled by the Town Clerk listing all unpaid charges for the 2025 Tax Re-Levy which are broken down in the following special districts:

<u>Special District Name</u>	<u>Total Amount</u>	<u>Town/Incode:</u>
WA241 - ANDREWS & NORTH ROAD WATER	396.56	SW520
WA246 - CDGA-EMERSON-TL RD (CDGA)	71.37	SW530
WA248 - HOPKINS-GRIMBLE	2,939.62	SW540
WD-201- BRISTOL-CDGA WATER (BRISTOL)	6,552.40	SW505
WD241 - CDGA-FARM WATER (CDGA)	21,730.66	SW515
SC-481 – CDGA-FARM SEWER (CDGA)	1,083.08	N/A
WD-247 - CDGA CONS WATER-ETC.	87,230.84	SW500
WO-245 - MCINTYRE ROAD WATER EXT.	899.83	SW525
WO-246 - CDGA-BRISTOL WATER (CDGA)	817.70	SW505

WO-247 - CCWD #36	733.85	SW535
WO-249 - WD-EXT 40 NOTT ROAD	537.75	SW550

TOTAL AMOUNT	\$122.993.66	
---------------------	---------------------	--

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

Item #5: (ATTACHMENT #5)

AMENDMENT TO 2024 FEE SCHEDULE- PARKS KEY DEPOSIT AGREEMENT

WHEREAS, the Town Clerk's office has a current procedure in place that requires a \$25.00 key deposit for the rental of Outhouse and Schoolhouse halls; and

WHEREAS, the Town Clerks Office has an overwhelming amount of occurrences where the cash key deposits are not picked up, resulting in repetitive calls and efforts to return the deposits; and

WHEREAS, the Town Clerk's Office is proposing that the Town amend the 2024 Fee Schedule and rental agreement to reflect that any key deposit that is not picked up after 60 days will be considered a donation to the Town of Canandaigua Parks & Recreation department to be utilized for the maintenance and improvements of the Town Parks;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua has reviewed this recommendation and hereby approves the amendment to the 2024 Fee Schedule effective November 26, 2024.

Item #6: (ATTACHMENT #6)

**AUTHORIZING CANANDAIGUA NATIONAL BANK & TRUST TO ACT AS AGENT FOR THE TOWN OF CANANDAIGUA TO
ACCEPT 2025 TOWN AND COUNTY TAX PAYMENTS**

WHEREAS, as a convenience to the residents of the Town of Canandaigua, Canandaigua National Bank & Trust has agreed to act as an agent for the Town of Canandaigua and collect Town and County tax payments for the year 2025 during the month of January; and

WHEREAS, the Canandaigua National Bank & Trust will accept tax payments (full payment only) for the time period of Thursday, January 2 through Friday, January 31, 2025, and will deposit payments received into the Canandaigua Tax Receiver checking account on the following business day, then provide an itemized listing of payments received to the Receiver of Taxes; and

WHEREAS, there is no charge to the Town for this service; and

WHEREAS, the Receiver of Taxes will be responsible for any check that is returned for any reason;

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves Canandaigua National Bank & Trust acting as an agent for the Town to accept tax payments for the time period of Thursday, January 2 through Friday, January 31, 2025.

Item #7: (ATTACHMENT #7)

**SETTING A PUBLIC HEARING TO AMEND LOCAL LAW 11 OF 2024 TITLED VOLUNTEER FIREFIGHTERS AND VOLUNTEER
AMBULANCE WORKERS EXEMPTION**

WHEREAS, the Town Board of the Town of Canandaigua, Ontario County, New York, has the authority to enact local laws pursuant to the Municipal Home Rule Law of the State of New York; and

WHEREAS, per Resolution 2024-239, the Town Board adopted Local Law 11 of 2024 titled Volunteer Firefighters and Volunteer Ambulance Workers Exemption, which grants a partial exemption from real property taxes to qualified volunteer firefighters and volunteer ambulance workers, as authorized by Section 466-c of the Real Property Tax Law of the State of New York; and

WHEREAS, Local Law 11 of 2024 currently requires that applicants for this exemption shall reside in the Town of Canandaigua and that the volunteer fire company or fire department or incorporated voluntary ambulance service in which the applicant is an enrolled member must serve the Town of Canandaigua; and

WHEREAS, the Town Board desires an amendment to Local Law 11 of 2024 that will expand the service area of the volunteer fire company or fire department or incorporated voluntary ambulance services in which the applicant is enrolled to any jurisdiction within boundaries of Ontario County; and

WHEREAS, to make such amendment of a local law, the Town of Canandaigua must hold a public hearing on the Local Law, as required by law, and to give notice of such hearing to the public;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby schedules a public hearing on the Amendment to Local Law 11 of 2024 for December 16, 2024 at 6:00 p.m. at the Town Hall, 5440 Route 5 and 20 West, Canandaigua, New York 14424; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby directed to publish a notice of such public hearing in the official newspaper of the Town, and to post a copy of such notice on the Town's website and on the signboard at the Town Hall, at least five (5) days prior to the date of the public hearing.

Item #8: (ATTACHMENT #8)

**SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 88 THAT REGULATES THE
MAINTENANCE AND REMEDIATION OF VACANT AND UNSAFE STRUCTURES; AND SEQR INTENT TO DECLARE
LEAD AGENCY**

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering a Local Law to execute a text code amendment to Town Code Chapter §88 that would provide basic and uniform standards governing the maintenance, appearance and condition of all buildings and properties within the Town, whether used or intended to be used or designed to be used, in whole or in part, for residential, commercial, business or industrial use and occupancy; and

WHEREAS, properly kept and maintained buildings and properties are essential to the health, safety and welfare of the residents of the Town as the existence of unsanitary or deteriorating buildings and/or property conditions can endanger the safety of people, jeopardize the security of private property and adversely affect the value of surrounding buildings and properties; and

WHEREAS, the Town Board would like to hear from residents about the proposed Local Law; and

WHEREAS, the Town Board wishes to refer the proposed Local Law to the Town of Canandaigua Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on December 16th, 2024 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424 and also via Zoom videoconferencing; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby directed to publish a notice of such public hearing in the official newspaper of the Town, and to post a copy of such notice on the Town's website and on the signboard at the Town Hall, at least five (5) days prior to the date of the public hearing; and

BE IT FINALLY RESOLVED that the Town Board directs the Town Manager to refer the proposed Local Law and notification of SEQR intent to declare Lead Agency to the Town of Canandaigua Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board; and

Item #9: (ATTACHMENT #9)

SETTING A PUBLIC HEARING ON THE ADOPTION OF TOWN CODE CHAPTER 77 THAT REGULATES THE USE AND MAINTENANCE OF FIRE ALARMS; AND SEQR INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering a Local Law to execute the adoption of Town Code Chapter §77 that would provide basic and uniform standards governing the maintenance of fire alarm systems by reducing the number of avoidable alarms to the local fire departments and/or fire districts that serve our community; and

WHEREAS, the Town Board would like to hear from residents about the proposed Local Law; and

WHEREAS, the Town Board wishes to refer the proposed Local Law to the Town of Canandaigua Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on December 16th, 2024 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424 and also via Zoom videoconferencing; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby directed to publish a notice of such public hearing in the official newspaper of the Town, and to post a copy of such notice on the Town's website and on the signboard at the Town Hall, at least five (5) days prior to the date of the public hearing; and

BE IT FINALLY RESOLVED that the Town Board directs the Town Manager to refer the proposed Local Law and notification of SEQR intent to declare Lead Agency to the Town of Canandaigua Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board.

Item #10: (ATTACHMENT #10)

APPROVING STORMWATER ACCESS & MAINTENANCE EASEMENT & SIDEWALK EASEMENT TO THE TOWN OF CANANDAIGUA ON PROPERTY LOCATED AT 2625 COUNTY RD 22

WHEREAS, 2625 Hanna Rd. LLC (Grantor) is the owner of real property located at 2625 County Road 22, in the Town of Canandaigua, County of Ontario, and State of New York ("Hanna Rd") bearing tax map number 71.00-1-21.141; and

WHEREAS, the Town of Canandaigua (Grantee) has determined that it is necessary for the Town of Canandaigua purposes to obtain a Stormwater Access & Maintenance Easement and a Sidewalk Easement over a portion of the premises as more fully described on Schedule A of the easement agreement and shown in the Easement Plan map prepared by Marks Engineering and signed by David Parinello, L.S. dated October 28, 2024; and

WHEREAS, the Town Attorney and Town Engineer (MRB Group) has approved such Stormwater Access & Maintenance Easement and the Sidewalk Easement as required by the planning board;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby accepts said Stormwater Access & Maintenance Easement and the Sidewalk easement. and the Town Supervisor is authorized and directed to execute said Easements; and

BE IT FURTHER RESOLVED that the Town Clerk is directed to file and record the executed easement at the Ontario County Clerk's Office and provide a copy of the filing receipt to the Town Engineer, (MRB) and Applicant.

Item #11: (ATTACHMENT #11)

AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A WATER QUALITY AND FLOOD RESILIENCY EASEMENT

WHEREAS, The Canandaigua National Bank and Trust Company, as Trustee under the Will of Richard P. Outhouse (the "Grantor"), owns a certain property known as Vacant Farmland on County Road 30, Town of Canandaigua, NY, bearing Tax Account Parcel Number 83.00-1-35.100 (the "Premises"); and

WHEREAS, the Town of Canandaigua has identified a portion of the Premises totaling approximately 1.00 acre, as more fully described in Schedule A and depicted in Schedule B of the proposed Easement Agreement, as necessary for constructing, maintaining, and operating stormwater management areas and flood resiliency improvements; and

WHEREAS, the Grantor has agreed to grant the Town of Canandaigua a permanent Water Quality and Flood Resiliency Easement for these purposes in exchange for five thousand dollars (\$5,000.00) and other good and valuable consideration as prescribed in the easement agreement; and

WHEREAS, the easement will allow the Town to implement projects that reduce sediment, nutrient runoff, and flooding impacts while providing ingress and egress rights for construction, maintenance, and repair activities; and

WHEREAS, the Town Attorney has reviewed the proposed Easement Agreement and approved such agreement as to form; and

WHEREAS, Town Board has reviewed the proposed Easement Agreement and with recommendation from the Canandaigua Lake Watershed Council finds it to be in the public interest;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua hereby authorizes and approves the terms and conditions of the Water Quality and Flood Resiliency Easement Agreement between the Town of Canandaigua and The Canandaigua National Bank and Trust Company, as Trustee under the Will of Richard P. Outhouse for the property known as Vacant Farmland on County Road 30, Town of Canandaigua, NY, bearing Tax Account Parcel Number 83.00-1-35.100; and

BE IT FURTHER RESOLVED that the Town Supervisor is hereby authorized to execute said Easement Agreement and any related documents necessary to effectuate the purposes of this resolution; and

BE IT FINALLY RESOLVED that the Town Clerk shall file and record the executed easement at the Ontario County Clerk's Office and provide a copy of this resolution, executed agreement, and filing receipt to Canandaigua National Bank and Trust Company

Item #12:

**APPOINTMENT OF JIM BURGER TO THE VACANT POSITION ON THE TOWN ENVIRONMENTAL
CONSERVATION BOARD**

WHEREAS, the Canandaigua Town Board is aware that a vacancy exists on the Environmental Conservation Board (ECB); and

WHEREAS, the ECB is recommending the Town Board appoint Jim Burger to fill this current vacancy as he is highly qualified for this position with over forty years of experience as a landscaper, and

WHEREAS, the vacancy appointment would expire on December 31, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Canandaigua Town Board hereby appoints Jim Burger to the Environmental Conservation Board effective immediately to fill the current vacant term expiring on December 31, 2025; and

BE IT FINALLY RESOLVED that the Town Board directs the Town Clerk to provide a copy of this resolution to the HR Director, Town Planner, and the Environmental Conservation Board.

Item #13: (ATTACHMENT #12)

AUTHORIZING PURCHASE OF NEW WHEELED LOADER FOR THE HIGHWAY DEPARTMENT

WHEREAS, the Canandaigua Town Board has approved the purchase of a new wheeled loader for the Highway Department in the 2025 Town budget; and

WHEREAS, the Town Board has previously authorized the Highway Superintendent to seek quotes for this purchase prior to the commencement of the 2025 budget; and

WHEREAS, the Highway Superintendent has received a quote from Five Star Equipment in the amount of \$ 290,251.18 for a 2024 John Deere 644 P, which would be purchased off the NYS OGS PC 70139 and Source well Contract 032119-JDC; and

WHEREAS, the John Deere Wheeled Loader will be a lease-to-own purchase for five (5) years, paid annually at an amount of \$ 64,771.50 and a one-dollar purchase at the end of the lease; and

WHEREAS, the Highway Superintendent recommends authorization to provide a letter of intent to purchase the said equipment to lock in the current price; and

NOW, THEREFORE, TO BE RESOLVED that the Canandaigua Town Board hereby authorizes the Highway Superintendent to provide Five Star Equipment with a letter of intent for the purchase of one (1) John Deere 644 P Wheeled Loader to be paid annually at \$64,771.18 from the budget line DA100.5130.200, with first payment commencing in 2025; and

BE IT FURTHER RESOLVED that the Highway Superintendent is hereby authorized to execute any related documents necessary to initiate this purchase and effectuate the purposes of this resolution; and

BE IT FURTHER RESOLVED that the Town Clerk shall provide a copy of this resolution to the Highway Superintendent and Finance Clerk.

Item #14:

AUTHORIZING PURCHASE OF NEW TRACK EXCAVATOR FOR THE HIGHWAY DEPARTMENT

WHEREAS, the Canandaigua Town Board has approved the purchase of a new track excavator for the Highway Department in the 2025 Town budget; and

WHEREAS, the Town Board has previously authorized the Highway Superintendent to seek quotes for this purchase prior to the commencement of the 2025 budget; and

WHEREAS, the Highway Superintendent has received a quote from Five Star Equipment in the amount of \$ 266,870.09 for a 2024 John Deere 210 P, which would be purchased off the NYS OGS PC 70139 and Source well Contract 032119-JDC; and

WHEREAS, the Highway Superintendent recommends authorization to provide a letter of intent to purchase the said equipment to lock in the current price;

NOW, THEREFORE, BE IT RESOLVED that the Canandaigua Town Board hereby authorizes the Highway Superintendent to provide Five Star Equipment with a letter of intent for the purchase of one (1) John Deere 210 P track excavator with bucket attachments to be paid in 2025 from the budget line DA100.5130.200 for an amount not to exceed \$262,870.09; and

BE IT FURTHER RESOLVED that the Highway Superintendent is hereby authorized to execute any related documents necessary to initiate this purchase and effectuate the purposes of this resolution; and

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

Item #15: (ATTACHMENT #13)

ADOPTING THE TOWN OF CANANDAIGUA WORKPLACE VIOLENCE PREVENTION PROGRAM

WHEREAS, the Town of Canandaigua recognizes the importance of maintaining a safe work environment for all employees, and has developed a comprehensive Workplace Violence Prevention Program to address potential risks and prevent workplace violence in all Town facilities; and

WHEREAS, in accordance with the requirements of the New York State Department of Labor, the Town's Workplace Violence Prevention Program has been developed to fully comply with 12 NYCRR Part 800.6(g), which mandates the establishment and implementation of measures to prevent workplace violence; and

WHEREAS, the Workplace Violence Prevention Program includes a detailed workplace violence risk assessment conducted on all Town facilities, in compliance with 12 NYCRR Part 800.6(f), to identify and address potential risks and ensure the safety and security of Town employees; and

WHEREAS, the Town Manager and Human Resources Director have reviewed the Workplace Violence Prevention Program and recommend its acceptance and adoption as the official Town of Canandaigua Workplace Violence Program;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby accepts and adopts the Town of Canandaigua Workplace Violence Prevention Program in full compliance with 12 NYCRR Part 800.6(g) and 12 NYCRR Part 800.6(f) as mandated by the New York State Department of Labor, to provide a safe work environment for all Town employees; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, and the Town Manager, in collaboration with the Human Resources Director, shall oversee the ongoing implementation and compliance of the Workplace Violence Prevention Program across all Town facilities.

Item #16: (ATTACHMENT #14)

ASSOCIATION OF TOWNS 2024 ANNUAL MEETING DELEGATE DESIGNATION

WHEREAS, as a member of the Association of Towns, the Town of Canandaigua Town Board has the authority to assign its delegate and alternate to represent the Town at their Annual Business Meeting that will be held during the week of February 16, 2025; and

WHEREAS, Town Supervisor Jared Simpson will be attending the annual conference and has offered to be the Town's delegate for this annual meeting;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Canandaigua hereby designates Town Supervisor Jared Simpson as their delegate for the 2025 Association of Towns Annual Meeting.

Item #17: (ATTACHMENT #15)

AUTHORIZING AGREEMENT WITH MRB GROUP FOR SWIFR GRANT APPLICATION

WHEREAS, The Town of Canandaigua operates a municipal solid waste and recycling transfer station for the benefit of town residents; and

WHEREAS, The Town of Canandaigua recognizes the importance of securing funding to support improvements that are needed at the Town Transfer Station; and

WHEREAS, The Solid Waste Infrastructure for Recycling (SWIFR) grant provides an opportunity for municipalities to obtain necessary funds for such projects; and

WHEREAS, MRB Group has the expertise and experience to assist in the application process for the SWIFR grant;

NOW, THEREFORE, BE IT RESOLVED that the Canandaigua Town Board hereby authorizes The Town Highway Superintendent to execute any related documents necessary to enter into an agreement with MRB Group to apply for the SWIFR grant on behalf of the Town at a cost not to exceed \$7,000; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Highway Superintendent and Finance Clerk.

Item #18: (ATTACHMENT #16)

**AUTHORIZATION TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR
COURT SECURITY SERVICES**

WHEREAS, the Canandaigua Town Board wishes to obtain court security services for the Town from Ontario County Sheriff's Office; and

WHEREAS, the Town has received an Intermunicipal Agreement for Court Security Services from Ontario County to provide part-time Ontario County Sheriff's deputies for security work in the Town of Canandaigua at an estimated 24 hours per month with a total budget not to exceed \$13,500 for the term of January 1, 2025 through December 31, 2025; and

WHEREAS, there are sufficient funds specifically allocated in the 2025 Town Budget to fulfill the said Intermunicipal Agreement with Ontario County Sheriff's Office;

NOW, THEREFORE, BE IT RESOLVED that the Town Board accepts the Intermunicipal Agreement for Court Security Services between Ontario County and the Town of Canandaigua for the term of January 1, 2025 through December 31, 2024 and a budget cost not to exceed \$13,500; and

BE IT FURTHER RESOLVED that the Town Supervisor is hereby authorized to execute said Agreement and any related documents necessary to effectuate the purposes of this resolution; and

BE IT FINALLY RESOLVED that the Town Clerk file an executed copy of the contract with the Clerk's Office and provide the same to the Finance Clerk.

Item #19: (ATTACHMENT #17)

**AUTHORIZATION TO EXECUTE INTERMUNICIPAL AGREEMENT WITH ONTARIO COUNTY FOR
LAW ENFORCEMENT SERVICES**

WHEREAS, the Canandaigua Town Board wishes to obtain enhanced law enforcement services for the Town from Ontario County Sheriff's Office; and

WHEREAS, the Town has received an Intermunicipal Agreement for Law Enforcement Services from the Ontario County to provide part-time Ontario County Sheriff's deputies for Enhancement Law Enforcement work in the Town of Canandaigua at an estimated 36 hours per month with a total budget not to exceed \$20,000 for the term of January 1, 2025 through December 31, 2025; and

WHEREAS, there are sufficient funds specifically allocated in the 2025 Town Budget to fulfill the said Intermunicipal Agreement with Ontario County Sheriff's Office;

NOW, THEREFORE, BE IT RESOLVED that the Town Board accepts the Intermunicipal Agreement for Law Enforcement Services between Ontario County and the Town of Canandaigua for the term of January 1, 2025 through December 31, 2024 and a budget cost not to exceed \$20,000; and

BE IT FURTHER RESOLVED that the Town Supervisor is hereby authorized to execute said Agreement and any related documents necessary to effectuate the purposes of this resolution; and

BE IT FINALLY RESOLVED that the Town Clerk file an executed copy of the contract with the Clerk's Office and provide the same to the Finance Clerk.

Item #20: (ATTACHMENT 18)

**AUTHORIZATION TO EXECUTE EXTENSION AGREEMENT WITH ONTARIO COUNTY FOR RENTAL OF THE BOATHOUSE
AND OFFICE AT ONANDA PARK**

WHEREAS, the Town of Canandaigua and Ontario County have a longstanding rental agreement with the Ontario County Sheriff's Office for use of the boathouse and office space at Onanda Park; and

WHEREAS, the last Extension Agreement expired on December 31, 2023 and both parties wish to renew the extension agreement for a new term of January 1, 2025 through December 31, 2025; and

WHEREAS, the Town of Canandaigua is in receipt of an new Extension Agreement from Ontario County that would continue the originally rental agreement executed per Resolution Number 2017- 190 with the same provisions and yearly rental fee of \$3,600 paid to the Town by the Sheriff's Office;

NOW, THEREFORE, BE IT RESOLVED that the Canandaigua Town Board hereby accepts the Extension Agreement from the Ontario County Sheriff's Office with a rental fee of \$3,600.00 for the term of January 1, 2025 through December 31, 2025; and

BE IT FURTHER RESOLVED that the Town Supervisor is hereby authorized to execute said Agreement and any related documents necessary to effectuate the purposes of this resolution; and

BE IT FINALLY RESOLVED that the Town Clerk file an executed copy of the contract with the Clerk's Office and provide the same to the Finance Clerk.

Item #21 (ATTACHMENT 19)

AUTHORIZING THE TOWN MANAGER TO SIGN A STATEMENT OF WORK AGREEMENT FOR CIVICPLUS MEDIA SOFTWARE AND A BUDGET TRANSFER AUTHORIZATION FOR PURCHASE OF THE SOFTWARE

WHEREAS, the Town of Canandaigua has identified a need to enhance and streamline the Town's agenda and meeting management processes; and

WHEREAS, per Resolution No. 2024-249, the Canandaigua Town Board authorized the Town Manager to enter into a software agreement with CivicPlus for Agenda Meeting and Management (AMM) software that meets the Town's requirements for efficient handling and public transparency of official meetings; and

WHEREAS, to enhance the productivity of the AMM Software and the Town's ability to livestream and record Town Board Meetings, along with making such recordings more quickly and easily accessible to the public, the Town Manager is requesting to purchase the CivicPlus Media platform add-on for the AMM Software; and

WHEREAS, the Town Manager has reviewed the terms and conditions of the proposed Statement of Work software agreement and has determined that it is in the best interest of the Town; and

WHEREAS, the initial upfront cost for implementation and annual fee for the term of December 10, 2024 through January 1, 2026 is \$6,896.58 with an annual renewal of \$5,500 thereafter (subject to uplift), and

WHEREAS, there are sufficient funds in the 2024 budget identified by the Town Manager in the Police Contractual (AA100.3120.400) line that will be unused at the end of the fiscal year, and

WHEREAS, the Town Manager is requesting approval to make a budget transfer within the General Fund Budget of \$6,897.00 from the Police Contractual line (AA100.3120.400) to the Town Manager Contractual line (AA100.1230.400);

BE IT FURTHER RESOLVED that the Town Board hereby authorizes the Budget Officer and Finance Clerk to make the following budget transfer entries into the Town of Canandaigua accounting system along with any other documentation necessary to amend the 2024 Town budget:

Increase: AA100.1230.400	\$ 6,897.00
Decrease: AA100.3120.400	\$ 6,897.00; and

BE IT FURTHER RESOLVED that the Town Manager is authorized to execute the Statement of Work with CivicPlus along with any other documents and take any further actions necessary to complete the acquisition and implementation of the CivicPlus Media software; and

BE IT FINALLY RESOLVED that the Town Clerk shall provide a copy of this resolution to the Budget Officer and Finance Clerk.

Approval of the following Town Board Meeting Minutes:

- **10/07/24**
- **10/24/24**

- 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 11/13/2024 totaling \$ 23,085.53

General Fund	\$ 16,389.04
Lighting Districts	\$ 2,648.34
Uptown BID	\$ 1,746.53
Water Districts	\$ 2,301.62

Town Board Abstract dated 11/25/2024 totaling \$ 915,970.49

General Fund	\$ 522,043.20
Highway Fund	\$ 194,794.77
Capital Projects	\$ 35,058.64
Sanitary Sewer	\$ 18,210.00
Water Districts	\$ 145,863.88

- Other Business
- Privilege of the Floor
- Adjournment

ATTACHMENT 1

COMMUNICATIONS



TRAFFIC REPORT



During the Month of October 2024, Deputies continued to work the Enhanced Law Enforcement traffic patrol in the Town of Canandaigua. During this time, Deputies worked a total of 10 hours conducting traffic operations. Combined, they initiated 9 traffic stops and issued 7 citations consisting of the following:

County Road 16 - 1 citations
- 1 speed in zone

County Road 32 - 1 citation
- 1 Speed over 55

Middle Cheshire Road – 1 citation
- 1 speed over 55

Foster Road – 1 citation
- 1 Speed in zone

State Route 332 – 3 citations
- 1 Speed in zone
- 1 disobey traffic device
- 1 failed to change address

In addition to the above enforcement efforts, the deputies reported the following activity:
Assisted Patrol with a deer crash

Respectfully,

Sergeant Dana Egburtson

ATTACHMENT 2

REPORTS OF OFFICIALS & DEPARTMENT HEADS

November 2024 Highway and Water Superintendent report

Highway

1. The fleet is prepared for winter operations.
2. Training a new operator for snow plowing this year. You will see the truck driving around a lot on the roads
3. Started the salt barn project to place metal on it as the existing sheeting is delaminating
4. Have also started hauling crusher run for the new road at upland Onanda
5. Survey for the new road to uplands will be completed soon for highway to begin the tree clearing
6. FEMA reimbursement has been slowly coming back to town since the July 9, 2023, storm. We have several projects that we are working on mitigation to receive funding to perform the work.

Water

1. Flushing of fire hydrants, valve exercising, winter operations continue in the water district.
2. Replacing 50 plus year old fire hydrants that are hard to operate.
3. Removed three 50 plus year old valves and hydrant on county road 16 and installed new. This will be necessary for the foreseeable future as much of the infrastructure is at the end of life in the water district.

Assessor Report November 2024

The Assessor's Office has been busy reviewing sales and permits. There are several new homes being built in the town and they are selling fast. Not only are they selling fast, but also at a premium.

Our office had two SCAR Hearings this year. They were completed on October 17, 2024. The SCAR Hearings were for parcels located on the lake. The Residential Lake District (RLD) has many sales and is the most diverse in the styles and uses of the homes. They range from ten thousand square foot mansions down to five hundred square foot seasonal cottages.

As always, if a resident comes to you with an assessment question, please direct them to our office.

I have attached sales from October 2024.

Respectfully submitted,

Michelle Rowlinson, Assessor

Heather Robson, Assistant Assessor

October 2025 Roll

Sale Price

Assessed Value

1st half

3,250,000	1,600,000
479,900	415,000
3,100,000	1,800,000
524,100	350,000
479,900	395,000
199,900	260,900 Vacant Land (com)
39,000	50,500 Vacant Land (com)
155,000	160,000
2,400,000	917,000
545,000	527,000
310,000	206,800
212,000	186,500

2nd half

355,000	263,000
625,000	405,600 Commercial (FBC)
4,250,000	2,800,000
160,000	60,000
215,000	123,500
1,175,000	983,000
362,850	300,000
403,000	302,000

Town Clerk Report for November 25, 2024, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of October 2024 totaled \$537,953.11 (see attached).

2. **Resolutions:**
 - **AOT Annual Meeting Delegate Designation**
 - **CNB Acting Agent January 2025**
 - **Hanna Road Stormwater Access & Easement Acceptance**
 - **Unpaid Bills to Tax Levy**
 - **Amendment to Fee Schedule and Park Key Deposit Agreement**

Please let me know if you have any questions.

Submitted by,

Crystelyn Laske
Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Marriage Lic.	Marriage License Fees	8	140.00
	One Day Officiant License	One Day Officiant License	1	25.00
		Sub-Total:		\$165.00
AA100.0380	AR Charge Back Billing	AR Charge Back Billing	31	40,761.23
		Sub-Total:		\$40,761.23
AA100.1255	Conservation	Conservation	9	28.86
	Misc. Fees	Copies	2	0.50
		Marriage Cert	21	210.00
		Sub-Total:		\$239.36
AA100.1603	Misc. Fees	Death Cert	70	700.00
		Sub-Total:		\$700.00
AA100.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	12	4,035.00
	Cart Fee	CC Cart Fee	23	1.15
	Credit Card Processing Fee	Credit Card Processing Fee	23	161.45
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	5	1,530.00
	Onanda Park Pavilion	Onanda Park Pavilions	10	1,015.80
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	8	1,170.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	1	54.00
	Park Rentals	Onanda Cabin Residential Weekly	1	554.40
	Reservation Fee (Firefly)	Reservation Fee (Firefly)	30	105.00
		Sub-Total:		\$8,626.80
AA100.2110	Plan & Zone	Zoning Fee	7	1,750.00
	Short-Term Rental Registration	Short-Term Rental Registration	2	600.00
		Sub-Total:		\$2,350.00
AA100.2120	Plan & Zone	Soil Erosion	11	2,200.00
		Sub-Total:		\$2,200.00
AA100.2544	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	41	902.00
		Female, Unspayed	5	150.00
		Male, Neutered	50	1,100.00
		Male, Unneutered	5	150.00
	Late Fees	Late Fees	27	135.00
		Sub-Total:		\$2,437.00
AA100.2590	Building Fee	Building Fee	70	53,553.01
	Plan & Zone	Site Development	14	2,800.00
		Sub-Total:		\$56,353.01
AA100.2591	Misc. Fees	Transfer Coupons	466.5	2,111.00
		Sub-Total:		\$2,111.00
CM100-2001	Plan & Zone	Parks And Recreation	72	108,000.00
		Sub-Total:		\$108,000.00
SW500.2140	Rents Payments	Rents Payments	92	281,255.10

Account#	Account Description	Fee Description	Qty	Local Share
SW500.2142	Water Sales	Water Sales		
			Sub-Total:	\$281,255.10
			2	204.75
SW500.2144	Service Hookups	Service Hookups		
			Sub-Total:	\$204.75
			2	29,545.28
SW500.2148	Penalty	Penalty		
			Sub-Total:	\$29,545.28
			67	2,244.94
			Sub-Total:	\$2,244.94
Total Local Shares Remitted:				\$537,193.47


Amount paid to: NYS Ag. & Markets for spay/neuter program 121.00
 Amount paid to: NYS Environmental Conservation 481.14
 Amount paid to: State Health Dept. For Marriage Licenses 157.50

Total State, County & Local Revenues: \$537,953.11

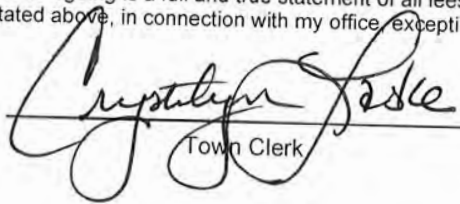
Total Non-Local Revenues: \$759.64

To the Supervisor:

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


 Supervisor

11/4/24
 Date


 Town Clerk

11-4-2024
 Date

NYS DOH Marriage	Ck # 1099	\$157.50
NYS Ag Markets (dog)	Ck # 1100	\$121.00
NYS DEC (decals)	EFT	\$481.14
Pymt To Town Park & Rec Fees	Ck # 1101	\$108,000.00
Original Pymt To Town		\$429,193.47
I3 Commerce Infotech Bridgepay (Cart Fee 5¢/Trans)		-\$17.95
Firefly Reservation Fees		-\$101.50
Infintech (Merch Bank Credit Card Charges)		-\$323.16
OC Water Pymt into General Fund		-\$129.12
Total W/drawals from TC Ckg Act		-\$571.73
Pymt to Town Receipts	Ck # 1102	\$428,621.74
Total of Checks Written/Transfer:		\$537,953.11

Automatically Withdrawn from TC Checking Account 10/10/2024
 Automatically Withdrawn from TC Checking Account 10/28/2024
 Automatically Withdrawn from TC Checking Account 10/07/2024
 Deposited into Town Gen Act on 10/22/2024



PLANNING & ZONING OFFICE

MONTHLY REPORT FOR

OCTOBER 2024

Planning & Zoning Applications Click HERE to see All Projects	<i>OCTOBER</i>	<i>YEAR-TO-DATE</i>
Planning Board (Site Plan / Subdivision / Special Use Permit / Sketch)	10	83
Zoning Board of Appeals (Area / Use Variances)	2	34
Administrative (lot line adjustments)	0	7
Town Board (Rezoning / MUO / PUD / IZ)	0	3
Total	12	127

Short Term Rental Applications	<i>OCTOBER</i>	<i>YEAR-TO-DATE</i>
STR permit applications submitted	4	62
STR permits issued	4	58
STR Permit Fees Collected	\$1,200.00	\$48,600
Short Term Rental Units with Permits		
Total Number of STRs identified in the Town		99
Number of STRs in compliance (with valid STR permits)		71

Planning & Zoning Office Move

The Planning & Zoning Office (Mike Warner, Tammy Brace, Kim Burkard, Tyler McMahon, and I) will be relocating to the Oriana Conference Room during the week of November 18. We have shared this in the Town Newsletter but will re-share for the December issue and we will also work with Sue to get it on social media. We will have signage upstairs directing folks downstairs as well.

Respectfully,

Sarah Reynolds
Town Planner

Town of Canandaigua

5440 Routes 5 & 20 West Canandaigua, NY 14424

(585) 394-1120 / Fax (585) 394-9476

www.townofcanandaigua.org

MEMO

To: Canandaigua Town Board Date: November 18, 2024

From: Jessica Mull, Finance Clerk II

Re: October 2024 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through October 31, 2024.

REVENUES

Receipts recorded for October total \$1,863,127.24 and include the following:

- 3rd Quarter Sales Tax - \$1,657,718.82
- Town Clerk - \$75,293.33 and Parks \$3,000.00
- Sureties - \$58,318.65
- Bridge NY grant - \$44,469.47
- Justice Fees - \$21,118.50
- Development Office - \$17,066.20 applied against accounts receivable
- Metal Recycling - \$2,022.19
- Refunds and/or Reimbursements - \$1,186.28

EXPENDITURES

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

- General Fund (AA100) – Expenditures to date are \$5,707,533.17 against a budget of \$6,557,248.68 which leaves 12.96% available.
- Highway Fund (DA100) – Expenditures to date are \$4,176,115.79 against a budget of \$5,560,492.00 which leaves 24.90% available.
- Water Fund (SW500) – Expenditures to date are \$1,198,591.04 against a budget of \$1,985,603.00 which leaves 39.64% available.

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 \$2,510,604.17 CD#4 (1758)

☒ For a term of 10 days at a rate of 4.7% interest at CNB.

Issue date: 10-22-2024

Maturity Date: 10-28-2024

☐ Into a NYCLASS investment account.

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

General Fund AA100.0246.00000 - \$753,181.25

Highway Fund DA100.0246.00000 - \$1,004,241.67

CDGA Cons. WD SW500.0246.00000 - \$753,181.25

Authorized by the following individuals (2 required):

Signature: 

Name: Jared Simpson

Title: Town Supervisor

Date: 10/22/2024

Signature: 

Name: Jessica Mull

Title: Finance Clerk

Date: 10/22/2024

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 1758

Customer Name and Address

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

**Issue Date
10-22-2024**

**Term
10 Days**

Amount \$2,510,604.17

**Interest Payment
At Maturity**

**Interest Payment Method
Simple**

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

**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 **4.700** with an annual percentage yield of . You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **10-28-2024** . 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).



Town of Canandaigua , NY

Budget Report-JM

Account Summary

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND							
Revenue							
AA100.1001.00000	REAL PROPERTY TAXES	544,873.00	544,873.00	0.00	544,873.00	0.00	0.00 %
AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	23,809.00	23,809.00	0.00	10,133.70	-13,675.30	57.44 %
AA100.1090.00000	PENALTY ON TAXES	11,000.00	11,000.00	0.00	18,356.10	7,356.10	166.87 %
AA100.1120.00000	NON PROPERTY SALES TAX	2,875,000.00	2,875,000.00	608,655.35	2,042,485.55	-832,514.45	28.96 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	90,000.00	90,000.00	0.00	86,248.98	-3,751.02	4.17 %
AA100.1255.00000	TOWN CLERK FEES	3,000.00	3,000.00	700.33	3,463.90	463.90	115.46 %
AA100.1603.00000	VITAL STATISTICS FEE	4,600.00	4,600.00	294.00	2,948.00	-1,652.00	35.91 %
AA100.2001.00000	PARK & RECREATION FEES	140,000.00	140,000.00	7,059.64	122,337.85	-17,662.15	12.62 %
AA100.2110.00000	ZONING FEES	50,000.00	50,000.00	550.00	73,674.00	23,674.00	147.35 %
AA100.2120.00000	SOIL EROSION CONTROL	4,500.00	4,500.00	1,000.00	7,550.00	3,050.00	167.78 %
AA100.2148.00000	RETURNED CHECK FEE	100.00	100.00	0.00	120.00	20.00	120.00 %
AA100.2192.00000	CEMETERY SERVICES	350.00	350.00	0.00	350.00	0.00	0.00 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	67,000.00	67,000.00	0.00	8,000.00	-59,000.00	88.06 %
AA100.2401.00000	INTEREST & EARNINGS	80,000.00	80,000.00	6,490.12	167,266.53	87,266.53	209.08 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	16,360.00	16,360.00	1,350.00	15,447.24	-912.76	5.58 %
AA100.2544.00000	DOG LICENSES	30,000.00	30,000.00	2,625.00	19,402.00	-10,598.00	35.33 %
AA100.2590.00000	SITE DEVELOPMENT FEES	75,000.00	75,000.00	12,226.25	132,986.11	57,986.11	177.31 %
AA100.2591.00000	TRANSFER STATION FEES	25,000.00	25,000.00	1,895.00	16,929.00	-8,071.00	32.28 %
AA100.2610.00000	FINES & FORFEITED BAIL	110,000.00	110,000.00	8,168.50	90,542.50	-19,457.50	17.69 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	2,022.19	17,451.34	2,451.34	116.34 %
AA100.2665.00000	SALE OF EQUIPMENT	0.00	0.00	0.00	10,775.00	10,775.00	0.00 %
AA100.2701.00000	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	10,625.75	10,625.75	0.00 %
AA100.2705.00000	GIFTS & DONATIONS	1,000.00	1,000.00	0.00	1,150.00	150.00	115.00 %
AA100.2750.00000	AIM-RELATED PAYMENTS	0.00	0.00	0.00	28,151.00	28,151.00	0.00 %
AA100.2770.00000	MISCELLANEOUS INCOME	0.00	0.00	0.00	351.62	351.62	0.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	275,000.00	275,000.00	0.00	114,649.68	-160,350.32	58.31 %
AA100.3040.00000	NYS AID TAX/ASSESSMENTS	0.00	0.00	0.00	24,257.64	24,257.64	0.00 %
AA100.3089.00000	ST AID.OTHER	0.00	8,308.59	0.00	10,277.59	1,969.00	123.70 %
AA100.5031.00000	INTERFUND TRANSFERS	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
AA100.5031.0000H	INTERFUND TRANSFERS.CAPITAL P...	0.00	100,384.59	100,384.59	100,384.59	0.00	0.00 %
AA100.5031.0000R	TRANSFER FROM RESERVE	0.00	49,417.50	0.00	49,417.50	0.00	0.00 %
AA100.5031.000CM	INTERFUND TRANSFERS.PARK FUND	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FOR..	536,611.00	1,958,311.00	0.00	3,071,700.00	1,113,389.00	156.85 %
Revenue Total:		5,143,203.00	6,723,013.68	753,420.97	6,802,306.17	79,292.49	1.18%
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	22,792.00	22,792.00	2,629.80	19,285.20	3,506.80	15.39 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	2,750.00	7,250.00	4,088.44	7,141.96	108.04	1.49 %
AA100.1110.110.00000	JUSTICES.ELECTED	57,218.00	57,218.00	6,602.10	48,415.40	8,802.60	15.38 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, FT	62,826.00	62,826.00	8,390.11	54,328.40	8,497.60	13.53 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	1,000.00	1,000.00	0.00	59.73	940.27	94.03 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	33,488.00	33,488.00	4,190.50	24,769.75	8,718.25	26.03 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	1,500.00	9,808.59	1,859.97	6,501.14	3,307.45	33.72 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	9,050.00	9,050.00	57.46	5,784.87	3,265.13	36.08 %
AA100.1110.401.00000	JUSTICES..CONTR.COURTSECURITY	13,500.00	13,500.00	0.00	9,375.60	4,124.40	30.55 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	68,873.00	68,873.00	7,946.88	58,277.12	10,595.88	15.38 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,060.00	2,060.00	237.69	1,740.75	319.25	15.50 %
AA100.1220.142.00000	SUPERVISOR.CONFIDENTIAL SECRE...	1.00	28,001.00	3,005.01	11,414.51	16,586.49	59.24 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	5,250.00	5,250.00	155.79	4,609.80	640.20	12.19 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVI...	140,690.00	94,690.00	16,153.86	53,962.95	40,727.05	43.01 %
AA100.1230.144.00000	TOWN MGR. CLERK FINANCE P/T	20,000.00	12,000.00	0.00	1,586.68	10,413.32	86.78 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1230.145.00000	TOWN MGR.FINANCE CLERK F/T	62,500.00	62,500.00	8,469.25	54,142.40	8,357.60	13.37 %
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPM...	3,750.00	3,750.00	0.00	530.34	3,219.66	85.86 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	9,060.00	27,060.00	3,732.79	25,065.60	1,994.40	7.37 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	20,376.00	20,376.00	0.00	19,198.00	1,178.00	5.78 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	1,750.00	1,750.00	63.12	1,420.71	329.29	18.82 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	78,796.00	78,796.00	10,343.30	67,925.08	10,870.92	13.80 %
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	47,133.00	48,533.00	7,163.01	40,544.03	7,988.97	16.46 %
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	2,035.00	2,035.00	0.00	1,526.25	508.75	25.00 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	38,040.00	36,040.00	5,484.83	21,728.28	14,311.72	39.71 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT...	750.00	750.00	0.00	126.00	624.00	83.20 %
AA100.1380.400.00000	FISCAL.AGENT.FEES	0.00	14,900.00	0.00	14,900.00	0.00	0.00 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	74,638.00	74,638.00	8,612.07	63,155.18	11,482.82	15.38 %
AA100.1410.131.00000	TOWN CLERK.FIRSTDEPUTY	53,560.00	53,560.00	7,324.29	45,769.07	7,790.93	14.55 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY #2	47,133.00	47,133.00	4,961.00	36,891.93	10,241.07	21.73 %
AA100.1410.142.00000	TOWN CLERK.DEPUTY#3	47,133.00	47,133.00	6,477.77	23,002.52	24,130.48	51.20 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	659.61	190.39	22.40 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	25,725.00	25,725.00	555.27	12,198.15	13,526.85	52.58 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	9,500.00	50,800.00	3,298.00	41,975.85	8,824.15	17.37 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO...	93,500.00	93,500.00	11,991.57	80,318.42	13,181.58	14.10 %
AA100.1430.200.00000	PERSONNEL.CAPITAL.EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.1430.410.00000	PERSONNEL.CONTRACTUAL	7,120.00	7,120.00	295.82	1,095.37	6,024.63	84.62 %
AA100.1430.420.00000	PERSONNEL.EAP HUMAN RESOURCE	1,550.00	1,550.00	1,296.00	1,296.00	254.00	16.39 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	20,003.00	73,363.00	21,242.46	43,700.14	29,662.86	40.43 %
AA100.1440.406.00000	ENGINEERING. SEWERS	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	11,250.00	11,250.00	0.00	102.37	11,147.63	99.09 %
AA100.1460.100.00000	RECORDS MANAGEMENT. PERSON...	0.00	8,000.00	1,696.50	1,696.50	6,303.50	78.79 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL....	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRAC...	36,223.00	36,223.00	1,589.96	6,538.64	29,684.36	81.95 %
AA100.1480.100.00000	PUBLICSERVINFO.CONTRACTUAL.P...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C...	3,351.00	14,851.00	2,080.00	9,723.05	5,127.95	34.53 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	15,002.00	254,902.00	0.00	242,600.00	12,302.00	4.83 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	5,000.00	5,000.00	719.69	3,268.43	1,731.57	34.63 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTI...	49,350.00	54,350.00	3,345.66	26,585.53	27,764.47	51.08 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR...	114,850.00	264,850.00	3,502.12	70,565.31	194,284.69	73.36 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY....	37,500.00	37,500.00	3,392.15	28,658.38	8,841.62	23.58 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	6,500.00	6,500.00	319.72	2,898.43	3,601.57	55.41 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU...	16,500.00	16,500.00	6,432.29	16,347.81	152.19	0.92 %
AA100.1680.100.00000	CENTRAL DATA PROCESSING.PERS...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1680.125.00000	CENTRAL DATA PROCESSING..PT PE...	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIP...	109,502.00	114,207.00	0.00	62,022.15	52,184.85	45.69 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	134,800.00	184,217.50	5,030.89	174,525.81	9,691.69	5.26 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	135,000.00	135,000.00	0.00	105,796.94	29,203.06	21.63 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,750.00	1,750.00	0.00	1,500.00	250.00	14.29 %
AA100.1940.200.00000	PURCHASE OF LAND/RIGHT OF WAY...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.1940.400.00000	PURCHASE OF LAND/RIGHT OF WAY...	7,500.00	7,500.00	862.00	2,362.00	5,138.00	68.51 %
AA100.1990.400.00000	CONTINGENCY	144,409.00	66,663.78	0.00	0.00	66,663.78	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	29,000.00	29,000.00	0.00	8,562.89	20,437.11	70.47 %
AA100.3189.200.00000	OTHER TRAFFIC SAFETY	15,000.00	27,952.00	0.00	13,979.73	13,972.27	49.99 %
AA100.3310.200.00000	TRAFFIC.CAPITAL.EQUIPMENT	15,000.00	0.00	0.00	0.00	0.00	0.00 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	105,000.00	120,000.00	9,695.00	102,789.28	17,210.72	14.34 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	30,000.00	30,000.00	0.00	26,456.00	3,544.00	11.81 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	3,000.00	3,000.00	0.00	2,250.00	750.00	25.00 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	161.21	238.79	59.70 %
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	60,000.00	67,500.00	8,653.86	54,807.69	12,692.31	18.80 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	5,305.00	5,305.00	612.12	4,488.88	816.12	15.38 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.5010.130.00000	HIGHWAY. CLERK	20,353.00	18,273.00	0.00	7,886.85	10,386.15	56.84 %
AA100.5010.131.00000	HIGHWAY.SENIOR CLERK	23,567.00	25,647.00	4,484.12	23,070.86	2,576.14	10.04 %
AA100.5182.200.00000	STREET LIGHTS RT 332	1.00	800,385.59	0.00	0.00	800,385.59	100.00 %
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	25,000.00	25,000.00	130.88	20,167.07	4,832.93	19.33 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR...	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	16,160.00	16,160.00	0.00	9,880.00	6,280.00	38.86 %
AA100.7020.400.00000	RECREATION.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	56,160.00	56,160.00	7,736.13	51,928.42	4,231.58	7.53 %
AA100.7110.130.00000	PARK.LABORER F/T	68,640.00	68,640.00	11,343.06	65,231.70	3,408.30	4.97 %
AA100.7110.131.00000	PERSONAL SERVICES.PT	51,251.00	51,251.00	5,754.57	62,946.84	-11,695.84	-22.82 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	17,000.00	17,000.00	0.00	11,242.50	5,757.50	33.87 %
AA100.7110.143.00000	PARK.LABORERS P/T SEASONAL	75,600.00	75,600.00	8,107.15	35,449.66	40,150.34	53.11 %
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANC...	258,507.00	311,307.00	123,663.00	166,553.25	144,753.75	46.50 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PAR...	150,002.00	150,002.00	0.00	0.00	150,002.00	100.00 %
AA100.7110.400.00000	PARK.CONTRACTUAL	51,761.00	57,178.00	6,098.84	50,053.13	7,124.87	12.46 %
AA100.7110.402.00000	PARKS.LANDSCAPING	14,950.00	14,950.00	0.00	4,230.87	10,719.13	71.70 %
AA100.7110.404.00000	PARKS AUBURN TRAIL	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEG...	65,718.00	63,643.00	0.00	52,170.75	11,472.25	18.03 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTR...	30,800.00	32,800.00	3,057.32	28,610.43	4,189.57	12.77 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIE NIGHT	3,500.00	3,575.00	0.00	3,573.88	1.12	0.03 %
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	3,789.00	3,789.00	0.00	2,841.75	947.25	25.00 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	1,750.00	2,350.00	0.00	632.95	1,717.05	73.07 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	18,450.00	23,950.00	686.14	19,312.94	4,637.06	19.36 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	3,000.00	3,000.00	34.80	557.80	2,442.20	81.41 %
AA100.8010.120.00000	PLANNER.PERSONAL SVCS	56,650.00	56,650.00	8,252.88	53,012.62	3,637.38	6.42 %
AA100.8010.124.00000	ZONING.OFFICER F/T	113,300.00	103,300.00	7,754.58	86,581.70	16,718.30	16.18 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	13,125.00	13,125.00	1,351.17	10,216.57	2,908.43	22.16 %
AA100.8010.146.00000	ZONING.SENIOR CLERK	1.00	1.00	0.00	0.00	1.00	100.00 %
AA100.8010.147.00000	ZONING.OFFICE SPECIALIST I	0.00	38,000.00	6,472.26	33,372.89	4,627.11	12.18 %
AA100.8010.200.00000	ZONE.PLANNER.CAPITAL.EQUIPME...	5,000.00	5,000.00	0.00	807.16	4,192.84	83.86 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	2,840.00	2,840.00	108.45	1,508.70	1,331.30	46.88 %
AA100.8010.420.00000	ZONING.PLANNER.CONTRACTUAL	6,020.00	6,020.00	199.89	3,738.78	2,281.22	37.89 %
AA100.8020.120.00000	PLANNING BOARD.PERSONAL SERV...	16,015.00	16,015.00	0.00	11,801.25	4,213.75	26.31 %
AA100.8020.140.00000	PB STENOGRAPHER P/T.PERSONAL ...	6,930.00	9,430.00	1,268.29	7,244.29	2,185.71	23.18 %
AA100.8020.150.00000	ECB.PERSONAL SERVICES	4,822.00	4,822.00	0.00	3,085.66	1,736.34	36.01 %
AA100.8020.160.00000	PLANNING.SECRETARY STENOGRAP...	13,080.00	22,580.00	3,347.66	18,997.66	3,582.34	15.87 %
AA100.8020.400.00000	PLANNING BOARD.CONTRACTUAL	12,750.00	12,750.00	1,237.67	12,346.39	403.61	3.17 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRAC...	2,400.00	4,900.00	560.73	3,323.17	1,576.83	32.18 %
AA100.8020.422.00000	PLANNING.OPEN SPACE TEAM & C...	2,000.00	3,800.00	0.00	0.00	3,800.00	100.00 %
AA100.8020.424.00000	PLANNING.UPTOWN	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
AA100.8020.428.00000	PLANNING.HISTORICAL PROJECT TE...	200.00	200.00	0.00	0.00	200.00	100.00 %
AA100.8020.450.00000	PLANNING.ECB.CONTRACTUAL	1,800.00	1,800.00	120.00	255.00	1,545.00	85.83 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS...	6,460.00	6,460.00	0.00	4,739.99	1,720.01	26.63 %
AA100.8040.140.00000	ZONING BOARD OF APPEALS SECRE...	5,000.00	0.00	0.00	0.00	0.00	0.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT...	5,000.00	5,500.00	508.03	5,340.23	159.77	2.90 %
AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIPME...	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	12,000.00	15,500.00	1,697.21	14,703.48	796.52	5.14 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON...	66,921.00	66,921.00	9,141.12	59,395.86	7,525.14	11.24 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PE...	41,600.00	41,600.00	4,442.99	32,913.78	8,686.22	20.88 %
AA100.8160.200.00000	WASTE & RECYCLING EQUIPMENT	15,000.00	18,300.00	0.00	18,273.90	26.10	0.14 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUAL	114,000.00	110,700.00	7,326.23	71,840.52	38,859.48	35.10 %
AA100.8540.400.00000	DRAINAGE.CONTRACTUAL	5,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
AA100.8664.121.00000	CODE ENFORCEMENT	78,000.00	78,000.00	10,266.15	67,266.15	10,733.85	13.76 %
AA100.8664.122.00000	CODE ENFORCEMENT	20,851.00	20,851.00	2,593.29	15,685.14	5,165.86	24.78 %
AA100.8664.124.00000	CODE ENFORCEMENT	92,500.00	50,600.00	7,781.57	17,300.66	33,299.34	65.81 %
AA100.8664.126.00000	CODE ENFORCEMENT	62,000.00	62,000.00	8,401.07	44,314.67	17,685.33	28.52 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQU...	35,000.00	48,000.00	0.00	47,800.00	200.00	0.42 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU...	9,440.00	13,340.00	527.06	9,771.26	3,568.74	26.75 %
AA100.8710.400.00000	CONSERVATION.PROGRAM.CONTR...	3,300.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.8710.401.00000	CONSERVATION.AG COMMITTEE.C...	500.00	500.00	0.00	275.00	225.00	45.00 %
AA100.8730.450.00000	FORESTRY TREE ADVISORY BOARD	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	15,400.00	17,674.00	2,252.75	7,541.64	10,132.36	57.33 %
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	31,000.00	31,210.00	0.00	31,210.00	0.00	0.00 %
AA100.9010.800.00000	NYS RETIREMENT	212,000.00	212,000.00	0.00	0.00	212,000.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	132,000.00	132,000.00	17,942.27	118,254.03	13,745.97	10.41 %
AA100.9040.800.00000	WORKERS COMPENSATION	113,510.00	113,510.00	0.00	113,509.26	0.74	0.00 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	3,606.46	1,393.54	27.87 %
AA100.9055.800.00000	DISABILITY INSURANCE	1,750.00	1,750.00	0.00	599.04	1,150.96	65.77 %
AA100.9060.810.00000	MEDICAL INSURANCE	202,000.00	202,000.00	12,482.64	144,026.01	57,973.99	28.70 %
AA100.9060.811.00000	DENTAL INSURANCE	12,500.00	12,500.00	750.33	10,975.72	1,524.28	12.19 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	8,000.00	8,000.00	1,730.70	8,461.20	-461.20	-5.77 %
AA100.9060.830.00000	HSA ACCOUNT	51,700.00	51,700.00	141.79	49,145.17	2,554.83	4.94 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL	220,000.00	220,000.00	0.00	0.00	220,000.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST	63,775.00	63,775.00	0.00	31,887.50	31,887.50	50.00 %
AA100.9785.600.00000	LEASE INSTALLMENT.PRINCIPAL	39,151.00	40,239.00	0.00	40,238.70	0.30	0.00 %
AA100.9785.700.00000	LEASE INSTALLMENT.INTEREST	3,357.00	2,269.00	0.00	2,268.37	0.63	0.03 %
AA100.9901.900.00000	INTERFUND TRANSFER	0.00	0.00	0.00	700,000.00	-700,000.00	0.00 %
AA100.9950.900.00000	INTERFUND TRANSFER.CAPITAL PR...	0.00	7,361.22	0.00	1,256,446.12	-1,249,084.90	16,968.45 %
Expense Total:		5,143,204.00	6,557,248.68	494,314.91	5,707,533.17	849,715.51	12.96%
Fund: AA100 - GENERAL FUND Surplus (Deficit):		-1.00	165,765.00	259,106.06	1,094,773.00	929,008.00	-560.44%
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX R...	0.00	0.00	4,259.45	44,985.70	44,985.70	0.00 %
Revenue Total:		0.00	0.00	4,259.45	44,985.70	44,985.70	0.00%
Fund: AA231 - CONTINGENT/TAX RESERVE Total:		0.00	0.00	4,259.45	44,985.70	44,985.70	0.00%
Fund: AA232 - CAMPUS REPAIR RESERVE							
Revenue							
AA232.2401.00000	INTEREST & EARNING.BUILDING RE...	0.00	0.00	906.57	9,574.43	9,574.43	0.00 %
Revenue Total:		0.00	0.00	906.57	9,574.43	9,574.43	0.00%
Fund: AA232 - CAMPUS REPAIR RESERVE Total:		0.00	0.00	906.57	9,574.43	9,574.43	0.00%
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
AA233.2401.00000	INTEREST & EARNING. TECHNOLOGY...	0.00	0.00	5.91	1,916.66	1,916.66	0.00 %
AA233.9000.00000	APPROPRIATED FUND BALANCE FOR..	0.00	49,417.50	0.00	49,417.50	0.00	0.00 %
Revenue Total:		0.00	49,417.50	5.91	51,334.16	1,916.66	3.88%
Expense							
AA233.9901.900.00000	TECH RESERVE. INTERFUND TRANF...	0.00	49,417.50	0.00	49,417.50	0.00	0.00 %
Expense Total:		0.00	49,417.50	0.00	49,417.50	0.00	0.00%
Fund: AA233 - TECHNOLOGY RESERVE Surplus (Deficit):		0.00	0.00	5.91	1,916.66	1,916.66	0.00%
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE ...	0.00	0.00	3,527.73	37,330.27	37,330.27	0.00 %
Revenue Total:		0.00	0.00	3,527.73	37,330.27	37,330.27	0.00%
Fund: AA234 - OPEN SPACE RESERVE Total:		0.00	0.00	3,527.73	37,330.27	37,330.27	0.00%
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
Revenue							
AA235.2401.00000	INTEREST & EARNING.NYS RETIREM...	0.00	0.00	821.83	8,679.38	8,679.38	0.00 %
Revenue Total:		0.00	0.00	821.83	8,679.38	8,679.38	0.00%
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:		0.00	0.00	821.83	8,679.38	8,679.38	0.00%

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		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	952.57	10,060.63	10,060.63	0.00 %
Revenue Total:		0.00	0.00	952.57	10,060.63	10,060.63	0.00%
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:		0.00	0.00	952.57	10,060.63	10,060.63	0.00%
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WAST...	0.00	0.00	3,541.55	37,403.64	37,403.64	0.00 %
Revenue Total:		0.00	0.00	3,541.55	37,403.64	37,403.64	0.00%
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:		0.00	0.00	3,541.55	37,403.64	37,403.64	0.00%
Fund: CM100 - NEW RECREATION REVENUE FUND							
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	0.00	0.00	3,000.00	21,000.00	21,000.00	0.00 %
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	1,501.24	15,793.01	15,793.01	0.00 %
Revenue Total:		0.00	0.00	4,501.24	36,793.01	36,793.01	0.00%
Fund: CM100 - NEW RECREATION REVENUE FUND Total:		0.00	0.00	4,501.24	36,793.01	36,793.01	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	2,600,000.00	2,600,000.00	1,049,063.47	2,600,000.00	0.00	0.00 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	171,500.00	171,500.00	757.16	218,104.76	46,604.76	127.17 %
DA100.2303.00000	SALE OF FUEL	5,000.00	5,000.00	0.00	6,589.03	1,589.03	131.78 %
DA100.2401.00000	INTEREST & EARNINGS	25,000.00	25,000.00	5,863.46	32,385.13	7,385.13	129.54 %
DA100.2410.00000	RENTAL OF LABOR/INDIVIDUALS	12,000.00	12,000.00	0.00	8,449.15	-3,550.85	29.59 %
DA100.2414.00000	RENTAL OF EQUIPMENT	5,000.00	5,000.00	20,115.30	20,115.30	15,115.30	402.31 %
DA100.2665.00000	SALE OF EQUIPMENT	35,000.00	35,000.00	0.00	58,915.00	23,915.00	168.33 %
DA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	0.00	6,125.00	6,125.00	0.00 %
DA100.2701.00000	REFUND PRIOR YEAR EXP	0.00	0.00	0.00	118.18	118.18	0.00 %
DA100.3501.00000	NYS STATE AID CHIPS	487,935.00	487,935.00	0.00	307,887.34	-180,047.66	36.90 %
DA100.4960.00000	FEMA - EMERGENCY DISASTER	0.00	0.00	0.00	34,745.49	34,745.49	0.00 %
DA100.5031.00000	INTERFUND TRANSFERS	0.00	0.00	0.00	700,000.00	700,000.00	0.00 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FOR..	489,690.00	1,189,690.00	0.00	0.00	-1,189,690.00	100.00 %
Revenue Total:		4,756,125.00	5,456,125.00	1,075,799.39	4,918,434.38	-537,690.62	9.85%
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	1,000.00	500.00	0.00	0.00	500.00	100.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	5,000.00	10,000.00	0.00	5,285.00	4,715.00	47.15 %
DA100.5010.400.00000	HWY.ADMIN.CONTRACTUAL	17,920.00	17,920.00	1,773.42	16,920.04	999.96	5.58 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	696,000.00	696,000.00	128,430.30	662,186.38	33,813.62	4.86 %
DA100.5110.131.00000	GENERAL REPAIRS.VACATIONBUYB...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
DA100.5110.400.00000	GENERAL REPAIRS.CONTRACTUAL	1,250,000.00	1,910,000.00	534,253.32	1,631,402.09	278,597.91	14.59 %
DA100.5112.200.00000	HWY.PERMANENT IMPROVEMENTS...	487,935.00	487,935.00	-396.60	487,935.00	0.00	0.00 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	390,002.00	489,869.00	0.00	134,200.00	355,669.00	72.60 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL..	218,950.00	119,908.79	10,735.58	125,905.44	-5,996.65	-5.00 %
DA100.5130.400.00110	MACHINERY.CONTRACTUAL CAR #1...	0.00	309.78	0.00	309.78	0.00	0.00 %
DA100.5130.400.00114	MACHINERY.CONTRACTUAL.CAR#1...	0.00	763.31	0.00	763.31	0.00	0.00 %
DA100.5130.400.00201	MACHINERY.CONTRACTUAL.TRUCK...	0.00	840.88	0.00	840.88	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK...	0.00	3,258.92	0.00	3,258.92	0.00	0.00 %
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK...	0.00	268.37	0.00	268.37	0.00	0.00 %
DA100.5130.400.00205	MACHINERY.CONTRACTUAL.TRUCK...	0.00	8,472.08	0.00	8,472.08	0.00	0.00 %
DA100.5130.400.00206	MACHINERY.CONTRACTUAL.TRUCK...	0.00	135.82	0.00	135.82	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK...	0.00	541.79	0.00	541.79	0.00	0.00 %
DA100.5130.400.00208	MACHINERY.CONTRACTUAL.TRUCK...	0.00	7,313.04	0.00	7,313.04	0.00	0.00 %
DA100.5130.400.00212	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,847.80	0.00	1,847.80	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK...	0.00	13,492.09	387.96	13,492.09	0.00	0.00 %
DA100.5130.400.00215	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,843.52	0.00	1,843.52	0.00	0.00 %
DA100.5130.400.00218	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,672.92	-133.34	4,672.92	0.00	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.5130.400.00233	MACHINERY.CONTRACTUAL.TRUCK...	0.00	825.49	21.68	825.49	0.00	0.00 %
DA100.5130.400.00234	MACHINERY.CONTRACTUAL.TRUCK...	0.00	782.08	495.52	782.08	0.00	0.00 %
DA100.5130.400.00236	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,896.68	445.00	4,896.68	0.00	0.00 %
DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK...	0.00	7,273.12	3,615.62	7,273.12	0.00	0.00 %
DA100.5130.400.00238	MACHINERY.CONTRACTUAL.TRUCK...	0.00	2,417.74	0.00	2,417.74	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK...	0.00	4,443.04	0.00	4,443.04	0.00	0.00 %
DA100.5130.400.00240	MACHINERY.CONTRACTUAL TRUCK ...	0.00	5,113.48	0.00	5,113.48	0.00	0.00 %
DA100.5130.400.00241	MACHINERY.CONTRACTUAL.TRUCK...	0.00	3,834.95	1,538.29	3,834.95	0.00	0.00 %
DA100.5130.400.00242	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,162.05	331.36	1,162.05	0.00	0.00 %
DA100.5130.400.00243	MACHINERY.CONTRACTUAL.TRUCK...	0.00	299.99	0.00	299.99	0.00	0.00 %
DA100.5130.400.00245	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,446.02	0.00	1,446.02	0.00	0.00 %
DA100.5130.400.00246	MACHINERY.CONTRACTUAL.TRUCK...	0.00	7,349.50	0.00	7,349.50	0.00	0.00 %
DA100.5130.400.00247	MACHINERY.CONTRACTUAL.TRUCK...	0.00	2,750.30	0.00	2,750.30	0.00	0.00 %
DA100.5130.400.00248	MACHINERY.CONTRACTUAL.BUCKE...	0.00	3,917.92	0.00	3,917.92	0.00	0.00 %
DA100.5130.400.00249	MACHINERY.CONTRACTUAL.VAC T...	0.00	1,726.27	0.00	1,726.27	0.00	0.00 %
DA100.5130.400.00252	MACHINERY.CONTRACTUAL.TRUCK...	0.00	967.86	0.00	967.86	0.00	0.00 %
DA100.5130.400.00312	MACHINERY.CONTRACTUAL.GRADE...	0.00	241.91	0.00	241.91	0.00	0.00 %
DA100.5130.400.00320	MACHINERY.CONTRACTUAL.EXCAV ...	0.00	3,168.14	476.41	3,168.14	0.00	0.00 %
DA100.5130.400.00324	MACHINERY.CONTRACTUAL.EXCAV...	0.00	440.37	0.00	440.37	0.00	0.00 %
DA100.5130.400.00326	MACHINERY.CONTRACTUAL.TRACT...	0.00	5,703.78	948.30	5,703.78	0.00	0.00 %
DA100.5130.400.00340	MACHINERY.CONTRACTUAL.SWEEP...	0.00	4,331.07	0.00	4,331.07	0.00	0.00 %
DA100.5130.400.00350	MACHINERY.CONTRACTUAL.ROLLER...	0.00	405.16	0.00	405.16	0.00	0.00 %
DA100.5130.400.00355	MACHINERY.CONTRACTUAL.DOZER...	0.00	3,112.17	0.00	3,112.17	0.00	0.00 %
DA100.5130.400.00359	MACHINERY.CONTRACTUAL.MOW...	0.00	1,647.73	0.00	1,647.73	0.00	0.00 %
DA100.5130.400.00361	MACHINERY.CONTRACTUAL.BACK...	0.00	398.32	0.00	398.32	0.00	0.00 %
DA100.5130.400.00363	MACHINERY.CONTRACTUAL.LOADE...	0.00	934.13	0.00	934.13	0.00	0.00 %
DA100.5130.400.00365	MACHINERY.CONTRACTUAL.EXCAV ...	0.00	1,048.14	0.00	1,048.14	0.00	0.00 %
DA100.5130.400.00366	MACHINERY.CONTRACTUAL.EXCAV ...	0.00	7,915.36	0.00	7,915.36	0.00	0.00 %
DA100.5130.400.00371	MACHINERY.CONTRACTUAL.LOADE...	0.00	254.18	0.00	254.18	0.00	0.00 %
DA100.5130.400.00373	MACHINERY.CONTRACTUAL.MOW...	0.00	393.78	0.00	393.78	0.00	0.00 %
DA100.5130.400.00374	MACHINERY.CONTRACTUAL.MOW...	0.00	144.70	0.00	144.70	0.00	0.00 %
DA100.5130.400.00375	MACHINERY.CONTRACTUAL.LOADE...	0.00	175.18	0.00	175.18	0.00	0.00 %
DA100.5130.400.00377	MACHINERY.CONTRACTUAL.ROLLER...	0.00	175.84	0.00	175.84	0.00	0.00 %
DA100.5130.400.00378	MACHINERY.CONTRACTUAL.EXCAV ...	0.00	1,751.81	1,383.82	1,751.81	0.00	0.00 %
DA100.5130.400.00379	MACHINERY.CONTRACTUAL.TRAILE...	0.00	147.58	0.00	147.58	0.00	0.00 %
DA100.5130.400.00380	MACHINERY.CONTRACTUAL.SKID S...	0.00	209.35	0.00	209.35	0.00	0.00 %
DA100.5130.400.00381	MACHINERY.CONTRACTUAL.MOW...	0.00	557.09	0.00	557.09	0.00	0.00 %
DA100.5130.400.00382	MACHINERY.CONTRACTUAL.MOW...	0.00	1,979.60	0.00	1,979.60	0.00	0.00 %
DA100.5130.400.00383	MACHINERY.CONTRACTUAL.UTV #3...	0.00	889.66	0.00	889.66	0.00	0.00 %
DA100.5130.400.00384	MACHINERY.CONTRACTUAL.HYDRO...	0.00	189.52	0.00	189.52	0.00	0.00 %
DA100.5130.400.00404	MACHINERY.CONTRACTUAL.WATER...	0.00	938.50	0.00	938.50	0.00	0.00 %
DA100.5130.400.00405	MACHINERY.CONTRACTUAL.WATER...	0.00	71.50	0.00	71.50	0.00	0.00 %
DA100.5130.400.00406	MACHINERY.CONTRACTUAL.WATER...	0.00	625.89	0.00	625.89	0.00	0.00 %
DA100.5130.400.00502	MACHINERY.CONTRACTUAL.PARKS ...	0.00	448.42	0.00	448.42	0.00	0.00 %
DA100.5130.400.00503	MACHINERY.CONTRACTUAL.PARK T...	0.00	314.50	0.00	314.50	0.00	0.00 %
DA100.5130.400.00504	MACHINERY.CONTRACTUAL.PK UTV...	0.00	90.37	0.00	90.37	0.00	0.00 %
DA100.5130.400.00505	MACHINERY.CONTRACTUAL.PK CAR...	0.00	176.45	0.00	176.45	0.00	0.00 %
DA100.5130.400.00508	MACHINERY.CONTRACTUAL.PKTRU...	0.00	901.61	498.61	901.61	0.00	0.00 %
DA100.5130.400.00510	MACHINERY.CONTRACTUAL.PKTRU...	0.00	2,372.14	0.00	2,372.14	0.00	0.00 %
DA100.5130.400.00511	MACHINERY.CONTRACTUAL.PARKS ...	0.00	951.38	0.00	951.38	0.00	0.00 %
DA100.5130.400.00512	MACHINERY. CONTRACTUAL. PARKS...	0.00	500.00	0.00	500.00	0.00	0.00 %
DA100.5130.400.00999	MACHINERY.CONTRACTUAL.CHESH...	0.00	2,469.07	0.00	2,469.07	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	210,000.00	210,000.00	21,470.20	143,147.85	66,852.15	31.83 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	460,000.00	460,000.00	0.00	262,639.72	197,360.28	42.90 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	511,500.00	511,500.00	0.00	272,460.81	239,039.19	46.73 %
DA100.9010.800.00000	NYS RETIREMENT	151,000.00	151,000.00	0.00	0.00	151,000.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	77,500.00	77,500.00	10,752.55	71,669.89	5,830.11	7.52 %
DA100.9040.800.00000	WORKERS COMPENSATION	29,238.00	29,238.00	0.00	29,237.23	0.77	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.9050.800.00000	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
DA100.9055.800.00000	DISABILITY INSURANCE	600.00	600.00	0.00	197.76	402.24	67.04 %
DA100.9060.810.00000	MEDICAL INSURANCE	164,730.00	164,730.00	12,703.28	130,409.19	34,320.81	20.83 %
DA100.9060.811.00000	DENTAL INSURANCE	14,750.00	14,750.00	960.57	11,851.96	2,898.04	19.65 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	692.28	5,076.72	-1,076.72	-26.92 %
DA100.9060.830.00000	HSA ACCOUNT	54,000.00	54,000.00	49.50	46,549.50	7,450.50	13.80 %
Expense Total:		4,756,125.00	5,560,492.00	731,433.63	4,176,115.79	1,384,376.21	24.90%
Fund: DA100 - HIGHWAY Surplus (Deficit):		0.00	-104,367.00	344,365.76	742,318.59	846,685.59	811.26%
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT ...	0.00	0.00	1,378.37	14,557.21	14,557.21	0.00 %
Revenue Total:		0.00	0.00	1,378.37	14,557.21	14,557.21	0.00%
Fund: DA230 - HWY EQUIPMENT RESERVE Total:		0.00	0.00	1,378.37	14,557.21	14,557.21	0.00%
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNING.HWY IMPRO...	0.00	0.00	962.70	15,058.24	15,058.24	0.00 %
Revenue Total:		0.00	0.00	962.70	15,058.24	15,058.24	0.00%
Expense							
DA232.9901.900.00000	INTERFUND TRANSFER	0.00	250,000.00	250,000.00	250,000.00	0.00	0.00 %
Expense Total:		0.00	250,000.00	250,000.00	250,000.00	0.00	0.00%
Fund: DA232 - HWY IMPROVEMENT RESERVE Surplus (Deficit):		0.00	-250,000.00	-249,037.30	-234,941.76	15,058.24	6.02%
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNING.SNOW&ICE R...	0.00	0.00	907.72	9,586.82	9,586.82	0.00 %
Revenue Total:		0.00	0.00	907.72	9,586.82	9,586.82	0.00%
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:		0.00	0.00	907.72	9,586.82	9,586.82	0.00%
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBR...	0.00	0.00	79.32	911.33	911.33	0.00 %
HH100.2401.00031	INTEREST & EARNINGS.HISTORICAL ...	0.00	0.00	0.00	0.60	0.60	0.00 %
HH100.2401.00033	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	356.45	22,105.67	22,105.67	0.00 %
HH100.2401.00034	INTEREST & EARNINGS.GATEWAY S...	0.00	0.00	10.88	125.04	125.04	0.00 %
HH100.2401.00035	INTEREST & EARNINGS.UPTOWN IN...	0.00	0.00	0.00	189.83	189.83	0.00 %
HH100.2401.00037	INTEREST & EARNINGS.FIRE STATIO...	0.00	0.00	42.44	312.63	312.63	0.00 %
HH100.2401.00038	INTEREST & EARNINGS.COMPLETE ...	0.00	0.00	66.24	961.23	961.23	0.00 %
HH100.2401.00039	INTEREST & EARNINGS.HWY ROAD...	0.00	0.00	3.21	134.31	134.31	0.00 %
HH100.2401.00042	INTEREST & EARNINGS.TH RENO	0.00	0.00	190.93	1,596.10	1,596.10	0.00 %
HH100.2401.00043	INTEREST & EARNINGS.NORTH RD ...	0.00	0.00	65.91	892.65	892.65	0.00 %
HH100.2401.00044	INTEREST & EARNINGS.SENECA POI...	0.00	0.00	328.44	328.44	328.44	0.00 %
HH100.3591.00044	STATE AID. HWY CAP PROJ. SENECA...	0.00	0.00	44,469.47	44,469.47	44,469.47	0.00 %
HH100.5031.00031	INTERFUND TRANSFER.HISTORICAL ...	0.00	0.00	0.00	-620.34	-620.34	0.00 %
HH100.5031.00032	INTERFUND TRANSFER.LGMRIF	0.00	0.00	0.00	-294.76	-294.76	0.00 %
HH100.5031.00037	INTERFUND TRANSFER.FIRE STATIO...	0.00	0.00	0.00	100,000.00	100,000.00	0.00 %
HH100.5031.00040	INTERFUND TRANSFER.CR 4 SEWER	0.00	0.00	0.00	7,361.22	7,361.22	0.00 %
HH100.5031.00042	INTERFUND TRANSFER.TH RENO	0.00	0.00	0.00	550,000.00	550,000.00	0.00 %
HH100.5031.00044	INTERFUND TRANSFER.SENECA POI...	0.00	0.00	250,000.00	850,000.00	850,000.00	0.00 %
Revenue Total:		0.00	0.00	295,613.29	1,578,473.42	1,578,473.42	0.00%
Expense							
HH100.1440.200.00037	ENGINEERING.CAP.FIRE STATION 2 ...	0.00	0.00	0.00	7,500.00	-7,500.00	0.00 %
HH100.1440.200.00038	ENGINEERING.CAPITAL.COMPLETE ...	0.00	0.00	0.00	51,540.00	-51,540.00	0.00 %
HH100.1440.200.00039	ENGINEERING.CAPITAL.HWY ROA...	0.00	0.00	0.00	4,980.00	-4,980.00	0.00 %
HH100.1440.200.00041	ENGINEERING.CAPITAL.JULY 2023 F...	0.00	0.00	12,755.37	30,362.90	-30,362.90	0.00 %
HH100.1440.200.00042	ENGINEERING.CAPITAL.TH RENO	0.00	0.00	25,321.50	51,141.52	-51,141.52	0.00 %
HH100.1440.200.00043	ENGINEERING.CAPITAL.NORTH RD ...	0.00	0.00	0.00	59,696.00	-59,696.00	0.00 %
HH100.1440.200.00044	ENGINEERING. CAP. SENECA PT RD ...	0.00	0.00	24,584.65	24,584.65	-24,584.65	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
HH100.1440.202.00036	ENGINEERING.OUTHUSE WEST.P...	0.00	0.00	0.00	1,837.50	-1,837.50	0.00 %
HH100.1440.205.00033	ENGINEERING.CAPITAL.ARP.ONAN...	0.00	0.00	6,956.00	53,420.20	-53,420.20	0.00 %
HH100.1440.210.00033	ENGINEERING.CAPITAL.ARP.SENEC...	0.00	0.00	0.00	44,469.47	-44,469.47	0.00 %
HH100.1620.200.00042	BUILDINGS.CAPITAL EQUIP & OUTL...	0.00	300,000.00	0.00	0.00	300,000.00	100.00 %
HH100.5110.200.00038	HIGHWAY.CAPITAL.COMPLETE STR...	0.00	0.00	0.00	36,000.00	-36,000.00	0.00 %
HH100.7110.200.00041	PARKS.EQUIP & CAP OUTLAY.JULY ...	0.00	0.00	0.00	1,164.96	-1,164.96	0.00 %
HH100.7110.202.00036	PARK CAPITAL.OUTHUSE WEST.P...	0.00	0.00	3,502.87	105,190.63	-105,190.63	0.00 %
HH100.9901.900.00035	INTERFUND TRANSFER OUT. UPTO...	0.00	0.00	100,384.59	100,384.59	-100,384.59	0.00 %
Expense Total:		0.00	300,000.00	173,504.98	572,272.42	-272,272.42	-90.76%
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):		0.00	-300,000.00	122,108.31	1,006,201.00	1,306,201.00	435.40%
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.1030.00000	SPECIAL ASSESSMENT.RT 332 DRAI...	9,912.00	9,912.00	0.00	9,912.00	0.00	0.00 %
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRA...	200.00	200.00	28.75	496.42	296.42	248.21 %
SD600.9000.00000	APPROPRIATED FUND BALANCE FOR...	4,900.00	4,900.00	0.00	0.00	-4,900.00	100.00 %
Revenue Total:		15,012.00	15,012.00	28.75	10,408.42	-4,603.58	30.67%
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE ...	15,012.00	15,012.00	44,357.10	44,357.10	-29,345.10	-195.48 %
Expense Total:		15,012.00	15,012.00	44,357.10	44,357.10	-29,345.10	-195.48%
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	-44,328.35	-33,948.68	-33,948.68	0.00%
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...	70.00	70.00	9.14	105.04	35.04	150.06 %
Revenue Total:		2,002.00	2,002.00	9.14	2,037.04	35.04	1.75%
Expense							
SD605.8520.400.00000	MAINTENANCE..LAKEWOOD MEAD...	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00 %
Expense Total:		2,002.00	2,002.00	0.00	0.00	2,002.00	100.00%
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..		0.00	0.00	9.14	2,037.04	2,037.04	0.00%
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DR...	45.00	45.00	5.28	60.62	15.62	134.71 %
Revenue Total:		45.00	45.00	5.28	60.62	15.62	34.71%
Expense							
SD610.8520.400.00000	MAINTENANCE..ASHTON DRAINAGE..	45.00	45.00	0.00	0.00	45.00	100.00 %
Expense Total:		45.00	45.00	0.00	0.00	45.00	100.00%
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	5.28	60.62	60.62	0.00%
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.1030.00000	SPECIAL ASSESSMENT.FOX RIDGE D...	10,472.00	10,472.00	0.00	10,472.00	0.00	0.00 %
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE ...	120.00	120.00	16.17	185.75	65.75	154.79 %
SD615.9000.00000	APPROPRIATED FUND BALANCE FOR...	21,528.00	21,528.00	0.00	0.00	-21,528.00	100.00 %
Revenue Total:		32,120.00	32,120.00	16.17	10,657.75	-21,462.25	66.82%
Expense							
SD615.8520.400.00000	MAINTENANCE..FOX RIDGE DRAIN...	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00 %
Expense Total:		32,120.00	32,120.00	0.00	0.00	32,120.00	100.00%
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	16.17	10,657.75	10,657.75	0.00%
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS ...	20.00	20.00	2.76	31.74	11.74	158.70 %
Revenue Total:		20.00	20.00	2.76	31.74	11.74	58.70%

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
SD620.8520.400.00000	MAINTENANCE..LANDINGS DRAINAGE DISTRICT	20.00	20.00	0.00	0.00	20.00	100.00 %
	Expense Total:	20.00	20.00	0.00	0.00	20.00	100.00%
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	2.76	31.74	31.74	0.00%
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOKSIDE DRAINAGE DISTRICT	60.00	60.00	4.97	57.05	-2.95	4.92 %
	Revenue Total:	60.00	60.00	4.97	57.05	-2.95	4.92%
Expense							
SD625.8520.400.00000	MAINTENANCE..OLD BROOKSIDE DRAINAGE DISTRICT	60.00	60.00	0.00	0.00	60.00	100.00 %
	Expense Total:	60.00	60.00	0.00	0.00	60.00	100.00%
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	4.97	57.05	57.05	0.00%
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE ESTATES DRAINAGE DISTRICT	45.00	45.00	3.43	39.42	-5.58	12.40 %
	Revenue Total:	45.00	45.00	3.43	39.42	-5.58	12.40%
Expense							
SD630.8520.400.00000	MAINTENANCE..LAKESIDE ESTATES DRAINAGE DISTRICT	45.00	45.00	0.00	0.00	45.00	100.00 %
	Expense Total:	45.00	45.00	0.00	0.00	45.00	100.00%
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	3.43	39.42	39.42	0.00%
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.1030.00000	SPECIAL ASSESSMENT.WATERFORD POINT DRAINAGE DISTRICT	805.00	805.00	0.00	805.00	0.00	0.00 %
SD635.2401.00000	INTEREST & EARNINGS.WATERFORD POINT DRAINAGE DISTRICT	70.00	70.00	5.70	65.51	-4.49	6.41 %
	Revenue Total:	875.00	875.00	5.70	870.51	-4.49	0.51%
Expense							
SD635.8520.400.00000	MAINTENANCE..WATERFORD POINT DRAINAGE DISTRICT	875.00	875.00	0.00	0.00	875.00	100.00 %
	Expense Total:	875.00	875.00	0.00	0.00	875.00	100.00%
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	5.70	870.51	870.51	0.00%
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.1030.00000	SPECIAL ASSESSMENT.STABLEGATE DRAINAGE DISTRICT	6,213.00	6,213.00	0.00	6,213.00	0.00	0.00 %
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE DRAINAGE DISTRICT	90.00	90.00	8.76	100.65	10.65	111.83 %
SD640.9000.00000	APPROPRIATED FUND BALANCE	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
	Revenue Total:	15,303.00	15,303.00	8.76	6,313.65	-8,989.35	58.74%
Expense							
SD640.8520.400.00000	MAINTENANCE..STABLEGATE DRAINAGE DISTRICT	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00 %
	Expense Total:	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00%
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):		0.00	0.00	8.76	6,313.65	6,313.65	0.00%
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTECTION DISTRICT	1,750,000.00	1,750,000.00	0.00	1,750,000.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTECTION DISTRICT	2,500.00	2,500.00	17.10	1,893.02	-606.98	24.28 %
SF450.9000.00000	APPROPRIATED FUND BALANCE FOR FIRE PROTECTION DISTRICT	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
	Revenue Total:	1,755,000.00	1,755,000.00	17.10	1,751,893.02	-3,106.98	0.18%
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREEMENT	1,755,000.00	1,755,000.00	0.00	1,755,000.00	0.00	0.00 %
	Expense Total:	1,755,000.00	1,755,000.00	0.00	1,755,000.00	0.00	0.00%
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):		0.00	0.00	17.10	-3,106.98	-3,106.98	0.00%
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOINT LIGHTING DISTRICT	1,910.00	1,910.00	0.00	1,910.00	0.00	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOI...	12.00	12.00	0.77	11.47	-0.53	4.42 %
Revenue Total:		1,922.00	1,922.00	0.77	1,921.47	-0.53	0.03%
Expense							
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT L...	1,922.00	1,922.00	0.00	1,518.02	403.98	21.02 %
Expense Total:		1,922.00	1,922.00	0.00	1,518.02	403.98	21.02%
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	0.77	403.45	403.45	0.00%
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE L...	15,432.00	15,432.00	0.00	15,432.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE L...	40.00	40.00	3.55	53.38	13.38	133.45 %
Revenue Total:		15,472.00	15,472.00	3.55	15,485.38	13.38	0.09%
Expense							
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIG...	11,000.00	11,000.00	0.00	7,331.94	3,668.06	33.35 %
SL705.5182.401.00000	STREET LIGHTING.MAINTENANCE.F...	4,472.00	4,472.00	0.00	0.00	4,472.00	100.00 %
Expense Total:		15,472.00	15,472.00	0.00	7,331.94	8,140.06	52.61%
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	3.55	8,153.44	8,153.44	0.00%
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS L...	5.00	5.00	0.45	5.21	0.21	104.20 %
Revenue Total:		5.00	5.00	0.45	5.21	0.21	4.20%
Expense							
SL710.5182.400.00000	UTILITIES ELECTRIC..LANDINGS LIG...	5.00	5.00	0.00	0.00	5.00	100.00 %
Expense Total:		5.00	5.00	0.00	0.00	5.00	100.00%
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	0.45	5.21	5.21	0.00%
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.1001.00000	REAL PROPERTY TAXES.LAKEWOOD...	1,475.00	1,475.00	0.00	1,475.00	0.00	0.00 %
SL715.2401.00000	INTEREST & EARNINGS.LAKEWOOD...	15.00	15.00	1.58	18.66	3.66	124.40 %
Revenue Total:		1,490.00	1,490.00	1.58	1,493.66	3.66	0.25%
Expense							
SL715.5182.240.00000	UTILITIES-EQUIPMENT.LAKEWOOD...	1,095.00	1,095.00	0.00	0.00	1,095.00	100.00 %
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD ME...	395.00	395.00	38.82	279.94	115.06	29.13 %
Expense Total:		1,490.00	1,490.00	38.82	279.94	1,210.06	81.21%
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...)		0.00	0.00	-37.24	1,213.72	1,213.72	0.00%
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK...	2,118.00	2,118.00	0.00	2,118.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK ...	10.00	10.00	0.97	13.22	3.22	132.20 %
Revenue Total:		2,128.00	2,128.00	0.97	2,131.22	3.22	0.15%
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA...	1,700.00	1,700.00	0.00	1,142.65	557.35	32.79 %
SL720.5182.401.00000	STREET LIGHTING.MAINTENANCE.F...	428.00	428.00	0.00	0.00	428.00	100.00 %
Expense Total:		2,128.00	2,128.00	0.00	1,142.65	985.35	46.30%
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):		0.00	0.00	0.97	988.57	988.57	0.00%
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT							
Revenue							
SM900.1001.00000	REAL PROPERTY TAXES.UPTOWN BID	105,000.00	105,000.00	0.00	105,000.00	0.00	0.00 %
SM900.2401.00000	INTEREST & EARNINGS.UPTOWN BID	400.00	400.00	39.95	479.18	79.18	119.80 %
Revenue Total:		105,400.00	105,400.00	39.95	105,479.18	79.18	0.08%
Expense							
SM900.5182.401.00000	STREET LIGHTING-UTILITIES.UPTO...	15,400.00	15,400.00	0.00	5,244.83	10,155.17	65.94 %
SM900.8510.400.00000	COMMUNITY BEAUTIF - CONT.UPT...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SM900.9730.700.00000	BAN DEBT INTEREST	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Expense Total:		105,400.00	105,400.00	0.00	5,244.83	100,155.17	95.02%
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...		0.00	0.00	39.95	100,234.35	100,234.35	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	90.00	90.00	6.57	75.51	-14.49	16.10 %
Revenue Total:		18,300.00	18,300.00	6.57	18,285.51	-14.49	0.08%
Expense							
SS800.9710.600.00000	SERIAL BONDS.PRINCIPAL.PURDY/...	18,300.00	18,300.00	0.00	0.00	18,300.00	100.00 %
Expense Total:		18,300.00	18,300.00	0.00	0.00	18,300.00	100.00%
Fund: SS800 - SANITARY SEWER Surplus (Deficit):		0.00	0.00	6.57	18,285.51	18,285.51	0.00%
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA C...	791,001.00	791,001.00	0.00	791,001.00	0.00	0.00 %
SW500.2140.00000	WATER QUARTERLY SALES.CANDGA...	725,000.00	725,000.00	1,108.04	453,843.15	-271,156.85	37.40 %
SW500.2142.00000	WATER FILL STATION SALES.CANDG...	2,000.00	2,000.00	181.50	1,727.10	-272.90	13.65 %
SW500.2144.00000	WATER NEW SERVICES.CANDGA C...	12,000.00	12,000.00	2,108.00	18,840.00	6,840.00	157.00 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CONS..	5,000.00	5,000.00	136.85	3,500.56	-1,499.44	29.99 %
SW500.2389.00000	INTEREST OTHER GOVT	1,452.00	1,452.00	0.00	0.00	-1,452.00	100.00 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAI...	55,000.00	55,000.00	4,164.57	58,367.15	3,367.15	106.12 %
SW500.2655.00000	SALES - OTHER-REPAIRS/REPLACEM...	500.00	500.00	0.00	1,134.02	634.02	226.80 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C...	19,093.00	19,093.00	0.00	19,093.00	0.00	0.00 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FOR..	361,714.00	361,714.00	0.00	0.00	-361,714.00	100.00 %
Revenue Total:		1,972,760.00	1,972,760.00	7,698.96	1,347,505.98	-625,254.02	31.69%
Expense							
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL....	16,500.00	17,531.64	0.00	17,531.64	0.00	0.00 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN...	25,000.00	19,768.36	0.00	0.00	19,768.36	100.00 %
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN...	75,000.00	75,000.00	8,653.86	63,461.64	11,538.36	15.38 %
SW500.8310.121.00000	WATER ADMIN.CLERK.CDGA CONS...	20,353.00	18,273.00	0.00	7,615.31	10,657.69	58.32 %
SW500.8310.122.00000	WATER ADMIN.SENIOR CLERK.CDGA..	23,567.00	25,647.00	3,119.23	20,783.11	4,863.89	18.96 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA...	195,000.00	195,000.00	27,045.28	181,554.89	13,445.11	6.89 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA...	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CA...	5,760.00	5,760.00	297.31	2,648.15	3,111.85	54.03 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C...	39,000.00	39,000.00	4,422.39	35,108.62	3,891.38	9.98 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CAND...	1,000.00	1,000.00	56.85	504.35	495.65	49.57 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES....	9,179.00	9,179.00	0.00	3,120.00	6,059.00	66.01 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN...	30,000.00	42,843.00	0.00	15,854.95	26,988.05	62.99 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA...	525,000.00	525,000.00	156,805.24	400,003.80	124,996.20	23.81 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN...	58,000.00	58,000.00	1,785.41	30,900.31	27,099.69	46.72 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA...	163,000.00	163,000.00	28,120.23	147,556.77	15,443.23	9.47 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP....	250,000.00	250,000.00	0.00	128,474.15	121,525.85	48.61 %
SW500.8397.400.00000	WATER CAPITAL PROJECTS.CONT.C...	100,000.00	100,000.00	0.00	43,497.91	56,502.09	56.50 %
SW500.9010.800.00000	NYS RETIREMENT..CANDGA CONS ...	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS ...	16,500.00	19,500.00	2,642.60	19,262.82	237.18	1.22 %
SW500.9040.800.00000	WORKERS COMPENSATION...CAND...	5,200.00	5,200.00	0.00	5,159.51	40.49	0.78 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA ...	100.00	100.00	0.00	34.56	65.44	65.44 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.C...	32,300.00	32,300.00	1,500.12	31,451.41	848.59	2.63 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CONS...	2,500.00	3,700.00	103.40	3,186.46	513.54	13.88 %
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B...	4,000.00	4,000.00	230.76	2,230.68	1,769.32	44.23 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCO...	11,500.00	11,500.00	0.00	10,000.00	1,500.00	13.04 %
SW500.9090.876.00000	EMP BENEFIT VAC BUYBACK	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW500.9710.600.00000	SERIAL BONDS PRINCIPAL	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
SW500.9710.700.00000	SERIAL BONDS INTEREST	57,300.00	57,300.00	0.00	28,650.00	28,650.00	50.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW500.9950.900.00000	TRNSF.CITY.WATERPLANTRESERVE	1.00	1.00	0.00	0.00	1.00	100.00 %
Expense Total:		1,972,760.00	1,985,603.00	234,782.68	1,198,591.04	787,011.96	39.64%
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...		0.00	-12,843.00	-227,083.72	148,914.94	161,757.94	1,259.50%
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT							
Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR...	16,962.00	16,962.00	0.00	16,962.00	0.00	0.00 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI...	61,336.00	61,336.00	0.00	61,336.00	0.00	0.00 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAI...	325.00	325.00	29.12	330.18	5.18	101.59 %
SW505.9000.00000	APPROPRIATED FUND BALANCE FOR...	826.00	826.00	0.00	0.00	-826.00	100.00 %
Revenue Total:		79,449.00	79,449.00	29.12	78,628.18	-820.82	1.03%
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT....	10,325.00	10,325.00	0.00	0.00	10,325.00	100.00 %
SW505.9710.600.00000	SERIAL BONDS BRISTOL.PRINCIPAL....	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
SW505.9710.700.00000	SERIAL BONDS BRISTOL.INTEREST.C...	36,750.00	36,750.00	0.00	18,375.00	18,375.00	50.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDGA...	2,545.00	2,545.00	0.00	2,545.00	0.00	0.00 %
SW505.9903.901.00000	TRANSFER/WATER-MAINT...CANDG...	4,829.00	4,829.00	0.00	4,829.00	0.00	0.00 %
Expense Total:		79,449.00	79,449.00	0.00	25,749.00	53,700.00	67.59%
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...		0.00	0.00	29.12	52,879.18	52,879.18	0.00%
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT							
Revenue							
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA...	286,919.00	286,919.00	0.00	286,919.00	0.00	0.00 %
SW515.2401.00000	INTEREST & EARNINGS.CANANDAI...	350.00	350.00	37.44	562.77	212.77	160.79 %
Revenue Total:		287,269.00	287,269.00	37.44	287,481.77	212.77	0.07%
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRAC...	285,288.00	285,288.00	0.00	285,288.00	0.00	0.00 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRAC...	1,981.00	1,981.00	0.00	0.00	1,981.00	100.00 %
Expense Total:		287,269.00	287,269.00	0.00	285,288.00	1,981.00	0.69%
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...		0.00	0.00	37.44	2,193.77	2,193.77	0.00%
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT							
Revenue							
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE ...	8,451.00	8,451.00	0.00	8,451.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE ...	45.00	45.00	2.86	41.90	-3.10	6.89 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FOR...	3,200.00	3,200.00	0.00	0.00	-3,200.00	100.00 %
Revenue Total:		11,696.00	11,696.00	2.86	8,492.90	-3,203.10	27.39%
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT....	3,988.00	3,988.00	0.00	1,200.00	2,788.00	69.91 %
SW525.9710.600.00000	SERIAL BONDS.PRINCIPAL.MCINTYR...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW525.9710.700.00000	SERIAL BONDS.INTEREST.MCINTYRE...	3,225.00	3,225.00	0.00	1,612.50	1,612.50	50.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE...	1,483.00	1,483.00	0.00	1,483.00	0.00	0.00 %
Expense Total:		11,696.00	11,696.00	0.00	4,295.50	7,400.50	63.27%
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	2.86	4,197.40	4,197.40	0.00%
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT							
Revenue							
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON A...	19,567.00	19,567.00	0.00	19,567.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON A...	25.00	25.00	1.32	26.37	1.37	105.48 %
Revenue Total:		19,592.00	19,592.00	1.32	19,593.37	1.37	0.01%
Expense							
SW530.8389.400.00000	COMMON WATER.CONTRACTUAL....	6,260.00	6,260.00	0.00	6,282.00	-22.00	-0.35 %
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...	5,332.00	5,332.00	0.00	5,332.00	0.00	0.00 %
Expense Total:		19,592.00	19,592.00	0.00	19,614.00	-22.00	-0.11%
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...		0.00	0.00	1.32	-20.63	-20.63	0.00%

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT							
Revenue							
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO...	19,944.00	19,944.00	0.00	19,944.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COU...	75.00	75.00	6.98	91.08	16.08	121.44 %
Revenue Total:		20,019.00	20,019.00	6.98	20,035.08	16.08	0.08%
Expense							
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.600.00000	SERIAL BONDS.PRINCIPAL.EX 36 - C...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.700.00000	SERIAL BONDS.INTEREST.CO RD #30...	8,475.00	8,475.00	0.00	4,237.50	4,237.50	50.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	1,544.00	1,544.00	0.00	1,544.00	0.00	0.00 %
Expense Total:		20,019.00	20,019.00	0.00	5,781.50	14,237.50	71.12%
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..		0.00	0.00	6.98	14,253.58	14,253.58	0.00%
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT							
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS GR...	18,272.00	18,272.00	0.00	18,272.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS GR...	70.00	70.00	6.20	82.63	12.63	118.04 %
SW540.9000.00000	APPROPRIATED FUND BALANCE FOR..	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
Revenue Total:		23,342.00	23,342.00	6.20	18,354.63	-4,987.37	21.37%
Expense							
SW540.8340.400.00000	SERVICES & MAIN.CONT.HOPKINS ...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW540.9710.600.00000	SERIAL BONDS.PRINCIPAL.HOPKINS...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
SW540.9710.700.00000	SERIAL BONDS.INTEREST.HOPKINS ...	4,638.00	4,638.00	0.00	2,318.75	2,319.25	50.01 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	3,704.00	3,704.00	0.00	3,704.00	0.00	0.00 %
Expense Total:		23,342.00	23,342.00	0.00	6,022.75	17,319.25	74.20%
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):		0.00	0.00	6.20	12,331.88	12,331.88	0.00%
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX RO...	3,855.00	3,855.00	0.00	3,855.00	0.00	0.00 %
SW545.2401.00000	INTEREST & EARNINGS.HICKOX RO...	30.00	30.00	1.93	18.93	-11.07	36.90 %
Revenue Total:		3,885.00	3,885.00	1.93	3,873.93	-11.07	0.28%
Expense							
SW545.8350.400.00000	COMMON WATER.CONTRACTUAL.H...	636.00	636.00	0.00	0.00	636.00	100.00 %
SW545.9795.600.00000	DEBT PRIN OTHER GOVT DUE TO O...	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	749.00	749.00	0.00	749.00	0.00	0.00 %
Expense Total:		3,885.00	3,885.00	0.00	3,249.00	636.00	16.37%
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):		0.00	0.00	1.93	624.93	624.93	0.00%
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT							
Revenue							
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX...	6,680.00	6,680.00	0.00	6,680.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EX...	35.00	35.00	2.51	31.99	-3.01	8.60 %
SW550.9000.00000	APPROPRIATED FUND BALANCE FOR..	300.00	300.00	0.00	0.00	-300.00	100.00 %
Revenue Total:		7,015.00	7,015.00	2.51	6,711.99	-303.01	4.32%
Expense							
SW550.8340.400.00000	SERVICES & MAINTENANCE.CONTR...	611.00	611.00	0.00	0.00	611.00	100.00 %
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD ...	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD ...	1,488.00	1,488.00	0.00	744.00	744.00	50.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE....	916.00	916.00	0.00	916.00	0.00	0.00 %
Expense Total:		7,015.00	7,015.00	0.00	1,660.00	5,355.00	76.34%
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):		0.00	0.00	2.51	5,051.99	5,051.99	0.00%
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT							
Revenue							
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EX...	12,944.00	12,944.00	0.00	12,944.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 EX...	65.00	65.00	2.17	46.38	-18.62	28.65 %
Revenue Total:		13,009.00	13,009.00	2.17	12,990.38	-18.62	0.14%

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Expense							
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32 ...	1,649.00	1,649.00	0.00	0.00	1,649.00	100.00 %
SW555.9795.650.00000	DEBT PRINCIPAL DUE TO OTHER G...	9,085.00	9,085.00	0.00	0.00	9,085.00	100.00 %
SW555.9795.700.00000	DEBT INTEREST DUE TO OTHER GO...	1,452.00	1,452.00	0.00	1,451.31	0.69	0.05 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.....	823.00	823.00	0.00	823.00	0.00	0.00 %
Expense Total:		13,009.00	13,009.00	0.00	2,274.31	10,734.69	82.52%
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):		0.00	0.00	2.17	10,716.07	10,716.07	0.00%
Report Surplus (Deficit):		-1.00	-501,445.00	226,112.56	3,182,678.06	3,684,123.06	734.70%

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	5,143,203.00	6,723,013.68	753,420.97	6,802,306.17	79,292.49	1.18%
Expense	5,143,204.00	6,557,248.68	494,314.91	5,707,533.17	849,715.51	12.96%
Fund: AA100 - GENERAL FUND Surplus (Deficit):	-1.00	165,765.00	259,106.06	1,094,773.00	929,008.00	-560.44%
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	4,259.45	44,985.70	44,985.70	0.00%
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	0.00	0.00	4,259.45	44,985.70	44,985.70	0.00%
Fund: AA232 - CAMPUS REPAIR RESERVE						
Revenue	0.00	0.00	906.57	9,574.43	9,574.43	0.00%
Fund: AA232 - CAMPUS REPAIR RESERVE Total:	0.00	0.00	906.57	9,574.43	9,574.43	0.00%
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	49,417.50	5.91	51,334.16	1,916.66	3.88%
Expense	0.00	49,417.50	0.00	49,417.50	0.00	0.00%
Fund: AA233 - TECHNOLOGY RESERVE Surplus (Deficit):	0.00	0.00	5.91	1,916.66	1,916.66	0.00%
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	0.00	3,527.73	37,330.27	37,330.27	0.00%
Fund: AA234 - OPEN SPACE RESERVE Total:	0.00	0.00	3,527.73	37,330.27	37,330.27	0.00%
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	821.83	8,679.38	8,679.38	0.00%
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	0.00	0.00	821.83	8,679.38	8,679.38	0.00%
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	952.57	10,060.63	10,060.63	0.00%
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	0.00	0.00	952.57	10,060.63	10,060.63	0.00%
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	3,541.55	37,403.64	37,403.64	0.00%
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	0.00	0.00	3,541.55	37,403.64	37,403.64	0.00%
Fund: CM100 - NEW RECREATION REVENUE FUND						
Revenue	0.00	0.00	4,501.24	36,793.01	36,793.01	0.00%
Fund: CM100 - NEW RECREATION REVENUE FUND Total:	0.00	0.00	4,501.24	36,793.01	36,793.01	0.00%
Fund: DA100 - HIGHWAY						
Revenue	4,756,125.00	5,456,125.00	1,075,799.39	4,918,434.38	-537,690.62	9.85%
Expense	4,756,125.00	5,560,492.00	731,433.63	4,176,115.79	1,384,376.21	24.90%
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	-104,367.00	344,365.76	742,318.59	846,685.59	811.26%
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	1,378.37	14,557.21	14,557.21	0.00%
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	0.00	0.00	1,378.37	14,557.21	14,557.21	0.00%
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	962.70	15,058.24	15,058.24	0.00%
Expense	0.00	250,000.00	250,000.00	250,000.00	0.00	0.00%
Fund: DA232 - HWY IMPROVEMENT RESERVE Surplus (Deficit):	0.00	-250,000.00	-249,037.30	-234,941.76	15,058.24	6.02%
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	907.72	9,586.82	9,586.82	0.00%
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	0.00	0.00	907.72	9,586.82	9,586.82	0.00%
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	295,613.29	1,578,473.42	1,578,473.42	0.00%
Expense	0.00	300,000.00	173,504.98	572,272.42	-272,272.42	-90.76%
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00	-300,000.00	122,108.31	1,006,201.00	1,306,201.00	435.40%
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	15,012.00	15,012.00	28.75	10,408.42	-4,603.58	30.67%
Expense	15,012.00	15,012.00	44,357.10	44,357.10	-29,345.10	-195.48%
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	-44,328.35	-33,948.68	-33,948.68	0.00%

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	2,002.00	2,002.00	9.14	2,037.04	35.04	1.75%
Expense	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00%
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..	0.00	0.00	9.14	2,037.04	2,037.04	0.00%
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	45.00	45.00	5.28	60.62	15.62	34.71%
Expense	45.00	45.00	0.00	0.00	45.00	100.00%
Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	5.28	60.62	60.62	0.00%
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	32,120.00	32,120.00	16.17	10,657.75	-21,462.25	66.82%
Expense	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00%
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	16.17	10,657.75	10,657.75	0.00%
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	20.00	20.00	2.76	31.74	11.74	58.70%
Expense	20.00	20.00	0.00	0.00	20.00	100.00%
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	2.76	31.74	31.74	0.00%
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	60.00	60.00	4.97	57.05	-2.95	4.92%
Expense	60.00	60.00	0.00	0.00	60.00	100.00%
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit)..	0.00	0.00	4.97	57.05	57.05	0.00%
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	45.00	45.00	3.43	39.42	-5.58	12.40%
Expense	45.00	45.00	0.00	0.00	45.00	100.00%
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Defic..	0.00	0.00	3.43	39.42	39.42	0.00%
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	875.00	875.00	5.70	870.51	-4.49	0.51%
Expense	875.00	875.00	0.00	0.00	875.00	100.00%
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Def..	0.00	0.00	5.70	870.51	870.51	0.00%
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	15,303.00	15,303.00	8.76	6,313.65	-8,989.35	58.74%
Expense	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00%
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):	0.00	0.00	8.76	6,313.65	6,313.65	0.00%
Fund: SF450 - FIRE PROTECTION						
Revenue	1,755,000.00	1,755,000.00	17.10	1,751,893.02	-3,106.98	0.18%
Expense	1,755,000.00	1,755,000.00	0.00	1,755,000.00	0.00	0.00%
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	17.10	-3,106.98	-3,106.98	0.00%
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,922.00	1,922.00	0.77	1,921.47	-0.53	0.03%
Expense	1,922.00	1,922.00	0.00	1,518.02	403.98	21.02%
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.77	403.45	403.45	0.00%
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	15,472.00	15,472.00	3.55	15,485.38	13.38	0.09%
Expense	15,472.00	15,472.00	0.00	7,331.94	8,140.06	52.61%
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	3.55	8,153.44	8,153.44	0.00%
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	5.00	5.00	0.45	5.21	0.21	4.20%
Expense	5.00	5.00	0.00	0.00	5.00	100.00%
Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.45	5.21	5.21	0.00%
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	1,490.00	1,490.00	1.58	1,493.66	3.66	0.25%
Expense	1,490.00	1,490.00	38.82	279.94	1,210.06	81.21%
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...	0.00	0.00	-37.24	1,213.72	1,213.72	0.00%
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	2,128.00	2,128.00	0.97	2,131.22	3.22	0.15%

Budget Report-JM

For Fiscal: 2024 Period Ending: 10/31/2024

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	2,128.00	2,128.00	0.00	1,142.65	985.35	46.30%
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	0.97	988.57	988.57	0.00%
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT						
Revenue	105,400.00	105,400.00	39.95	105,479.18	79.18	0.08%
Expense	105,400.00	105,400.00	0.00	5,244.83	100,155.17	95.02%
Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...	0.00	0.00	39.95	100,234.35	100,234.35	0.00%
Fund: SS800 - SANITARY SEWER						
Revenue	18,300.00	18,300.00	6.57	18,285.51	-14.49	0.08%
Expense	18,300.00	18,300.00	0.00	0.00	18,300.00	100.00%
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	6.57	18,285.51	18,285.51	0.00%
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,972,760.00	1,972,760.00	7,698.96	1,347,505.98	-625,254.02	31.69%
Expense	1,972,760.00	1,985,603.00	234,782.68	1,198,591.04	787,011.96	39.64%
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...	0.00	-12,843.00	-227,083.72	148,914.94	161,757.94	1,259.50%
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	79,449.00	79,449.00	29.12	78,628.18	-820.82	1.03%
Expense	79,449.00	79,449.00	0.00	25,749.00	53,700.00	67.59%
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...	0.00	0.00	29.12	52,879.18	52,879.18	0.00%
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	287,269.00	287,269.00	37.44	287,481.77	212.77	0.07%
Expense	287,269.00	287,269.00	0.00	285,288.00	1,981.00	0.69%
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...	0.00	0.00	37.44	2,193.77	2,193.77	0.00%
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	11,696.00	11,696.00	2.86	8,492.90	-3,203.10	27.39%
Expense	11,696.00	11,696.00	0.00	4,295.50	7,400.50	63.27%
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	2.86	4,197.40	4,197.40	0.00%
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	19,592.00	19,592.00	1.32	19,593.37	1.37	0.01%
Expense	19,592.00	19,592.00	0.00	19,614.00	-22.00	-0.11%
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...	0.00	0.00	1.32	-20.63	-20.63	0.00%
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	20,019.00	20,019.00	6.98	20,035.08	16.08	0.08%
Expense	20,019.00	20,019.00	0.00	5,781.50	14,237.50	71.12%
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..	0.00	0.00	6.98	14,253.58	14,253.58	0.00%
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	23,342.00	23,342.00	6.20	18,354.63	-4,987.37	21.37%
Expense	23,342.00	23,342.00	0.00	6,022.75	17,319.25	74.20%
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):	0.00	0.00	6.20	12,331.88	12,331.88	0.00%
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,885.00	3,885.00	1.93	3,873.93	-11.07	0.28%
Expense	3,885.00	3,885.00	0.00	3,249.00	636.00	16.37%
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	0.00	0.00	1.93	624.93	624.93	0.00%
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	7,015.00	7,015.00	2.51	6,711.99	-303.01	4.32%
Expense	7,015.00	7,015.00	0.00	1,660.00	5,355.00	76.34%
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	0.00	0.00	2.51	5,051.99	5,051.99	0.00%
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	13,009.00	13,009.00	2.17	12,990.38	-18.62	0.14%
Expense	13,009.00	13,009.00	0.00	2,274.31	10,734.69	82.52%
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):	0.00	0.00	2.17	10,716.07	10,716.07	0.00%
Report Surplus (Deficit):	-1.00	-501,445.00	226,112.56	3,182,678.06	3,684,123.06	734.70%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	-1.00	165,765.00	259,106.06	1,094,773.00	929,008.00
AA231 - CONTINGENT/TAX RESERV	0.00	0.00	4,259.45	44,985.70	44,985.70
AA232 - CAMPUS REPAIR RESERVE	0.00	0.00	906.57	9,574.43	9,574.43
AA233 - TECHNOLOGY RESERVE	0.00	0.00	5.91	1,916.66	1,916.66
AA234 - OPEN SPACE RESERVE	0.00	0.00	3,527.73	37,330.27	37,330.27
AA235 - NYS EMPLOYEE SYSTEM R	0.00	0.00	821.83	8,679.38	8,679.38
AA237 - BONDED INDEBTEDNESS I	0.00	0.00	952.57	10,060.63	10,060.63
AA238 - SOLID WASTE MANAGEM	0.00	0.00	3,541.55	37,403.64	37,403.64
CM100 - NEW RECREATION REVEN	0.00	0.00	4,501.24	36,793.01	36,793.01
DA100 - HIGHWAY	0.00	-104,367.00	344,365.76	742,318.59	846,685.59
DA230 - HWY EQUIPMENT RESERV	0.00	0.00	1,378.37	14,557.21	14,557.21
DA232 - HWY IMPROVEMENT RES	0.00	-250,000.00	-249,037.30	-234,941.76	15,058.24
DA235 - SNOW/ICE REMOVAL RD I	0.00	0.00	907.72	9,586.82	9,586.82
HH100 - CAPITAL PROJECTS	0.00	-300,000.00	122,108.31	1,006,201.00	1,306,201.00
SD600 - RT 332 DRAINAGE DISTRIC	0.00	0.00	-44,328.35	-33,948.68	-33,948.68
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	9.14	2,037.04	2,037.04
SD610 - ASHTON DRAINAGE DISTR	0.00	0.00	5.28	60.62	60.62
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	16.17	10,657.75	10,657.75
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	2.76	31.74	31.74
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	4.97	57.05	57.05
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	3.43	39.42	39.42
SD635 - WATERFORD POINT DRAI	0.00	0.00	5.70	870.51	870.51
SD640 - STABLEGATE DRAINAGE D	0.00	0.00	8.76	6,313.65	6,313.65
SF450 - FIRE PROTECTION	0.00	0.00	17.10	-3,106.98	-3,106.98
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	0.77	403.45	403.45
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	3.55	8,153.44	8,153.44
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.45	5.21	5.21
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	-37.24	1,213.72	1,213.72
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	0.97	988.57	988.57
SM900 - UPTOWN BUSINESS IMPR	0.00	0.00	39.95	100,234.35	100,234.35
SS800 - SANITARY SEWER	0.00	0.00	6.57	18,285.51	18,285.51
SW500 - CANANDAIGUA CONSOLI	0.00	-12,843.00	-227,083.72	148,914.94	161,757.94
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	29.12	52,879.18	52,879.18
SW515 - CANANDAIGUA-FARMINC	0.00	0.00	37.44	2,193.77	2,193.77
SW525 - MCINTYRE ROAD WATER	0.00	0.00	2.86	4,197.40	4,197.40
SW530 - EMERSON ALLEN TOWNL	0.00	0.00	1.32	-20.63	-20.63
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	6.98	14,253.58	14,253.58
SW540 - HOPKINS GRIMBLE WATE	0.00	0.00	6.20	12,331.88	12,331.88
SW545 - HICKOX ROAD WATER DI	0.00	0.00	1.93	624.93	624.93
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	2.51	5,051.99	5,051.99
SW555 - CO RD 32 EXT. 41 WATEF	0.00	0.00	2.17	10,716.07	10,716.07
Report Surplus (Deficit):	-1.00	-501,445.00	226,112.56	3,182,678.06	3,684,123.06



Fund Balance Report

As Of 10/31/2024

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
AA100 - GENERAL FUND	1,588,372.97	6,802,306.17	5,707,533.17	2,683,145.97
AA231 - CONTINGENT/TAX RESERVE	526,811.28	44,985.70	0.00	571,796.98
AA232 - CAMPUS REPAIR RESERVE	218,537.25	9,574.43	0.00	228,111.68
AA233 - TECHNOLOGY RESERVE	-424.00	51,334.16	49,417.50	1,492.66
AA234 - OPEN SPACE RESERVE	1,354,424.85	37,330.27	0.00	1,391,755.12
AA235 - NYS EMPLOYEE SYSTEM RESERVE	198,108.52	8,679.38	0.00	206,787.90
AA237 - BONDED INDEBTEDNESS RESERVE	229,636.52	10,060.63	0.00	239,697.15
AA238 - SOLID WASTE MANAGEMENT RESERVE	853,747.81	37,403.64	0.00	891,151.45
CM100 - NEW RECREATION REVENUE FUND	588,996.37	36,793.01	0.00	625,789.38
CR100 - PARKS & REC FBC REVENUE FUND	0.00	0.00	0.00	0.00
DA100 - HIGHWAY	644,055.74	4,918,434.38	4,176,115.79	1,386,374.33
DA230 - HWY EQUIPMENT RESERVE	332,272.04	14,557.21	0.00	346,829.25
DA232 - HWY IMPROVEMENT RESERVE	355,382.60	15,058.24	250,000.00	120,440.84
DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE	218,820.26	9,586.82	0.00	228,407.08
HH100 - CAPITAL PROJECTS	956,445.85	1,578,473.42	572,272.42	1,962,646.85
KA100 - FIXED ASSETS	0.00	0.00	0.00	0.00
SD600 - RT 332 DRAINAGE DISTRICT	114,507.34	10,408.42	44,357.10	80,558.66
SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT	23,578.09	2,037.04	0.00	25,615.13
SD610 - ASHTON DRAINAGE DISTRICT	14,723.54	60.62	0.00	14,784.16
SD615 - FOX RIDGE DRAINAGE DISTRICT	34,641.50	10,657.75	0.00	45,299.25
SD620 - LANDINGS DRAINAGE DISTRICT	7,708.68	31.74	0.00	7,740.42
SD625 - OLD BROOKSIDE DRAINAGE DISTRICT	13,859.79	57.05	0.00	13,916.84
SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT	9,574.45	39.42	0.00	9,613.87
SD635 - WATERFORD POINT DRAINAGE DISTRICT	15,098.86	870.51	0.00	15,969.37
SD640 - STABLEGATE DRAINAGE DISTRICT	18,233.05	6,313.65	0.00	24,546.70
SF450 - FIRE PROTECTION	51,005.62	1,751,893.02	1,755,000.00	47,898.64
SL700 - CENTERPOINT LIGHTING DISTRICT	1,763.24	1,921.47	1,518.02	2,166.69
SL705 - FOX RIDGE LIGHTING DISTRICT	1,780.97	15,485.38	7,331.94	9,934.41
SL710 - LANDINGS LIGHTING DISTRICT	1,266.27	5.21	0.00	1,271.48
SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT	3,202.04	1,493.66	279.94	4,415.76
SL720 - FALLBROOK PARK LIGHTING DISTRICT	1,736.13	2,131.22	1,142.65	2,724.70
SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT	11,704.53	105,479.18	5,244.83	111,938.88
SS800 - SANITARY SEWER	132.77	18,285.51	0.00	18,418.28
SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT	1,794,027.72	1,347,505.98	1,198,591.04	1,942,942.66
SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT	46,708.83	78,628.18	25,749.00	99,588.01
SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT	54,645.16	287,481.77	285,288.00	56,838.93
SW520 - ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	0.00
SW525 - MCINTYRE ROAD WATER DISTRICT	3,810.75	8,492.90	4,295.50	8,008.15
SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT	3,724.41	19,593.37	19,614.00	3,703.78
SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT	5,293.49	20,035.08	5,781.50	19,547.07
SW540 - HOPKINS GRIMBLE WATER DISTRICT	5,044.62	18,354.63	6,022.75	17,376.50
SW545 - HICKOX ROAD WATER DISTRICT	-15,224.94	3,873.93	3,249.00	-14,600.01
SW550 - NOTT RD EXT. 40 WATER DISTRICT	1,983.90	6,711.99	1,660.00	7,035.89
SW555 - CO RD 32 EXT. 41 WATER DISTRICT	-45,144.80	12,990.38	2,274.31	-34,428.73
TC100 - CUSTODIAL FUNDS	0.00	0.00	0.00	0.00
Report Total:	10,244,574.07	17,305,416.52	14,122,738.46	13,427,252.13



Town of Canandaigua , NY

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT03248 - 2024-11-05 JM Oct 2024 TM BA

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000444	2024 Adopted Budget	Oct 2024 Town Manager BAs	10/31/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>AA100.1010.400.00000</u>	TOWN BOARD.CONTRACTUAL	Oct 2024 Town Manager BAs	3,750.00	3,500.00	7,250.00
October: 3,500.00					
<u>AA100.1230.400.00000</u>	TOWN MANAGER.CONTRACTU	Oct 2024 Town Manager BAs	23,060.00	4,000.00	27,060.00
October: 4,000.00					
<u>AA100.1480.400.00000</u>	PUBLICSERVINFO.CONTRACTU	Oct 2024 Town Manager BAs	18,351.00	-3,500.00	14,851.00
October: -3,500.00					
<u>AA100.1990.400.00000</u>	CONTINGENCY	Oct 2024 Town Manager BAs	72,163.78	-4,000.00	68,163.78
October: -4,000.00					
<u>AA100.1990.400.00000</u>	CONTINGENCY	Oct 2024 Town Manager BAs	72,163.78	-1,500.00	70,663.78
October: -1,500.00					
<u>AA100.7140.141.00000</u>	PLAYGROUND/RECREATION.LIF	Oct 2024 Town Manager BAs	65,643.00	-2,000.00	63,643.00
October: -2,000.00					
<u>AA100.7140.400.00000</u>	PLAYGROUND/RECREATION.CO	Oct 2024 Town Manager BAs	30,800.00	2,000.00	32,800.00
October: 2,000.00					
<u>AA100.8010.124.00000</u>	ZONING.OFFICER F/T	Oct 2024 Town Manager BAs	113,300.00	-2,500.00	110,800.00
October: -2,500.00					
<u>AA100.8010.124.00000</u>	ZONING.OFFICER F/T	Oct 2024 Town Manager BAs	113,300.00	-500.00	112,800.00
October: -500.00					
<u>AA100.8010.124.00000</u>	ZONING.OFFICER F/T	Oct 2024 Town Manager BAs	113,300.00	-4,500.00	108,800.00
October: -4,500.00					
<u>AA100.8010.124.00000</u>	ZONING.OFFICER F/T	Oct 2024 Town Manager BAs	113,300.00	-2,500.00	110,800.00
October: -2,500.00					
<u>AA100.8020.140.00000</u>	PB STENOGRAPHER P/T.PERSO	Oct 2024 Town Manager BAs	6,930.00	2,500.00	9,430.00
October: 2,500.00					
<u>AA100.8020.160.00000</u>	PLANNING.SECRETARY STENOG	Oct 2024 Town Manager BAs	18,080.00	4,500.00	22,580.00
October: 4,500.00					
<u>AA100.8020.410.00000</u>	PLANNING.ENGINEERING.CON	Oct 2024 Town Manager BAs	2,400.00	2,500.00	4,900.00
October: 2,500.00					
<u>AA100.8040.400.00000</u>	ZONING BOARD OF APPEALS C	Oct 2024 Town Manager BAs	5,000.00	500.00	5,500.00
October: 500.00					
<u>AA100.8140.400.00000</u>	STORMSEWERS.CONTRACTUAL	Oct 2024 Town Manager BAs	14,000.00	1,500.00	15,500.00
October: 1,500.00					
<u>DA100.1420.400.00000</u>	HWY.ATTORNEY.CONTRACTUAL	Oct 2024 Town Manager BAs	1,000.00	-500.00	500.00
October: -500.00					
<u>DA100.1440.400.00000</u>	HWY.ENGINEERING.CONTRACT	Oct 2024 Town Manager BAs	9,500.00	500.00	10,000.00
October: 500.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2024 Adopted	2024 Adopted Budget	<u>AA100.1010.400.00000</u>	TOWN BOARD.CONTRACTUAL	3,750.00	3,500.00	7,250.00
		<u>AA100.1230.400.00000</u>	TOWN MANAGER.CONTRACTUAL	23,060.00	4,000.00	27,060.00
		<u>AA100.1480.400.00000</u>	PUBLICSERVINFO.CONTRACTUAL	18,351.00	-3,500.00	14,851.00
		<u>AA100.1990.400.00000</u>	CONTINGENCY	72,163.78	-5,500.00	66,663.78
		<u>AA100.7140.141.00000</u>	PLAYGROUND/RECREATION.LIFEG	65,643.00	-2,000.00	63,643.00
		<u>AA100.7140.400.00000</u>	PLAYGROUND/RECREATION.CONT	30,800.00	2,000.00	32,800.00
		<u>AA100.8010.124.00000</u>	ZONING.OFFICER F/T	113,300.00	-10,000.00	103,300.00
		<u>AA100.8020.140.00000</u>	PB STENOGRAPHER P/T.PERSONAL	6,930.00	2,500.00	9,430.00
		<u>AA100.8020.160.00000</u>	PLANNING.SECRETARY STENOGRA	18,080.00	4,500.00	22,580.00
		<u>AA100.8020.410.00000</u>	PLANNING.ENGINEERING.CONTRA	2,400.00	2,500.00	4,900.00
		<u>AA100.8040.400.00000</u>	ZONING BOARD OF APPEALS CON	5,000.00	500.00	5,500.00
		<u>AA100.8140.400.00000</u>	STORMSEWERS.CONTRACTUAL	14,000.00	1,500.00	15,500.00
		<u>DA100.1420.400.00000</u>	HWY.ATTORNEY.CONTRACTUAL	1,000.00	-500.00	500.00
		<u>DA100.1440.400.00000</u>	HWY.ENGINEERING.CONTRACTUA	9,500.00	500.00	10,000.00
		2024 Adopted Total:			383,977.78	0.00
Grand Total:			383,977.78	0.00	383,977.78	

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2024 Adopted - 2024 Adopted Budget Fiscal: 2024			
AA100	373,477.78	0.00	373,477.78
DA100	10,500.00	0.00	10,500.00
Budget Code 2024 Adopted Total:	383,977.78	0.00	383,977.78
Grand Total:	383,977.78	0.00	383,977.78

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
DA100.1440.400	Hwy. Engineering. Contractual	-285.00	500.00	
DA100.1420.400	Hwy. Attorney. Contractual	1,000.00		-500.00
TOTAL			500.00	-500.00

Notes: Highway engineering expenditures higher than budgeted

Approved By:

~~John Falbo, Town Manager~~

11/5/24
Date

Transfer Completed By:

Jessica Mull, Finance Clerk II

11/5/2024
Date

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.8140.400	Stormsewers. Contractual	-703.48	1,500.00	
AA100.1990.400	Contingency	72,163.78		-1,500.00
TOTAL			1,500.00	-1,500.00

Notes: MS4 assistance expenditures higher than budgeted

Approved By:

John Falbo, Town Manager

Date _____

Transfer Completed By:

Jessica Mull, Finance Clerk II

Date _____

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.8040.400	Zoning Board of Appeals. Contractual	-340.23	500.00	
AA100.8010.124	Zoning Officer F/T	26,718.30		-500.00
TOTAL			500.00	-500.00

Notes: ZBA related Legal fees higher than budgeted

Approved By:

~~John Falbo, Town Manager~~

Date _____

Transfer Completed By:

Jessica Mull, Finance Clerk II

Date _____

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.8020.410	Planning. Engineering. Contractual	-923.17	2,500.00	
AA100.8010.124	Zoning Officer F/T	26,718.30		-2,500.00
TOTAL			2,500.00	-2,500.00

Notes: Engineering costs higher than budgeted

Approved By:

~~John Falbo, Town Manager~~

11/5/24

Date _____

Transfer Completed By:

11/5/24

Date _____

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.7140.400	Playground/Recreation. Contractual	-1,343.43	2,000.00	
AA100.7140.141	Playground/Recreation. Lifeguards	13,472.25		-2,000.00
TOTAL			2,000.00	-2,000.00

Notes: Purchase of AEDs and cabinets

Approved By:

~~John Falbo, Town Manager~~

11/5/24
Date

Transfer Completed By:

Jessica Mull, Finance Clerk II

11/5/24
Date

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.8020.160	Planning Secretary	-917.66	4,500.00	
AA100.8010.124	Zoning Officer F/T	26,718.30		-4,500.00
TOTAL			4,500.00	-4,500.00

Notes: This entry should cover payroll costs for this account through end of 2024.

Approved By:

John Falbo, Town Manager

11/5/24
Date

Transfer Completed By:

Jessica Mull, Finance Clerk II

11-5-24
Date

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.8020.140	PB Stenographer P/T	-314.29	2,500.00	
AA100.8010.124	Zoning Officer F/T	26,718.30		-2,500.00
TOTAL			2,500.00	-2,500.00

Notes: This entry should cover payroll costs for this account through end of 2024.

Approved By:

John Falbo, Town Manager

Date _____

Transfer Completed By:

Jessica Mull, Finance Clerk II

Date _____

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.1230.400	Town Manager. Contractual	-2,005.60	4,000.00	
AA100.1990.400	Contingency	72,163.78		-4,000.00
TOTAL			4,000.00	-4,000.00

Notes: Town Manager account expenses have been higher than budgeted due additional conferences, trainings, etc for new Town Manager

Approved By:

John Falbo, Town Manager

Date _____

Transfer Completed By:

Jessica Mull, Finance Clerk II

Date _____

REQUEST FOR BUDGET TRANSFER

Effective Date: 10/31/2024

Requested By: Jessica Mull

Please review the following budget transfers for approval:

Account	Account Description	Current Balance	DR	CR
AA100.1010.400	Town Board. Contractual	-3,391.96	3,500.00	
AA100.1480.400	Publicserviceinfo. Contractual	8,627.95		-3,500.00
TOTAL			3,500.00	-3,500.00

Notes:

Purchase of agenda software paid out of town board contractual was not in the budget for 2024. The public service contractual line is over funded as the website update cost was lower than anticipated.

Approved By:

John Falbo, Town Manager

11/5/24
Date

Transfer Completed By:

Jessica Mull, Finance Clerk II

11-5-24

Date

ATTACHMENT 3

REPORTS OF BOARDS, COMMITTEES & PROJECT TEAMS

TOWN OF CANANDAIGUA

TREE TEAM

Purpose: The Tree Team serves to watch the Town's community forest: those trees and woodlands growing on Town owned land such as Town parks, cemeteries, and the Town Hall campus. Tree Team members have advised the Town on general tree health including disease, insect infestations and the presence of invasive species. They also provide advice on hazardous trees and offer advice on the planting of trees.

GOALS FOR 2025

Visit the Town parks, cemeteries and Town Hall campus and make suggestions for removal, replacement and treatment of trees. Included: Tilton, Cooley, Sandhill, Remington, Hunn, Lucus, Academy, Blue Heron Park, Richard P. Outhouse Park, Leonard R. Pierce Park, McJannett, West Lake Schoolhouse, Miller Park, Onanda Park lakeside, Onanda Park uplands and Town Hall.

Hold an Arbor Day event on April 25, 2025.

Make the public aware of the Town's Heritage Tree Program.

With the parks maintenance supervisor, make recommendations for additional trees. The main park would be Miller Park as more trees should be added.

Work with the Town Cemetery Committee to clean up cemeteries.

Do a tree inventory of Town parks and cemeteries.

Hold a workshop for interested residents on planting and pruning of trees.

Meet with the City Tree Committee.

**Town of Canandaigua
Tree Team Meeting
9 April 2024**

Present: Dennis Brewer, Dan Marion, Andy Corino, Edith Davey
Guest: Mike Bentley

Dan Marion distributed a publication *Reducing Infrastructure Damage By Tree Roots* listing trees more and less likely to cause infrastructure damage. Root restriction insertions with herbicide pockets have an effective life of about ten years.

Mike Bentley and Tree Team members toured **Motion Junction Park** to discuss appropriate tree and ground cover plantings. The European hornbeams currently in the interior of the park will be moved to the perimeter behind the musical installations on the south edge of the Park. Soil composition is a limitation as topsoil is a very thin layer on the site. Dan Marion agreed to make recommendations for appropriate trees. Ground covers for the interior planting areas were also discussed as current mulching is proving to be problematic.

The **Heritage Tree Program** has been approved by the Town Board and public interest has been immediate after the program was announced the Daily Messenger and the Democrat and Chronicle. A copy of the Town resolution was distributed by Dennis Brewer. Heritage Town property trees will be listed first. Creating the nomination document for the public will be necessary.

Andy Corino will select a tree to plant at Outhouse Park on **Arbor Day - April 26- 10 AM.**

The recommended **Tree List** (created by Dan Marion) and recommended **Native Shrub List** (created by Edith Davey) will be posted on the Town website.

A proposal for the Tree Committee to become a Town Tree Advisory Board has been discussed.

Next Meeting: May 4, 2024, 9 AM. Agenda: visit Tilton, Cooley, Sandhill Cemeteries and the Peanut Line pathway.

**Town of Canandaigua
Tree Team Meeting, Town Hall
13 June 2023**

Present: Dennis Brewer, Dan Marion, Andy Corino, Edith Davey

Agenda: Survey of the trees on the Town Hall property:

Field West of Town Hall

The open field presents ample space for the establishment of large trees: e.g. oak, beech.

Red maple trees in general are yellowing of leaves due to chlorosis. Stress from moving to accommodate pipe placement is evident on one specimen. Norway spruces are tolerating some tip gall and Eastern gall. Invasive Tartarian honeysuckle is present in one spruce.

South Border of Town Hall

Red maple has evidence (exit holes) of borers, which attack stressed trees. Crabapple trees are exhibiting small infestations of scab. Proper use of mulch (away from the trunk) was noted and commended.

Leaf hoppers were present but not problematic on honey locust trees. The pussy willow at the Pat VanDyne memorial is leaning but appropriate to the species. Pine trees are satisfactory. Bradford pear trees with potential (imminent) splits could be cabled to assist stability.

East Border of Town Hall

A red maple shows evidence of buck rub that is healing and has a girdling root that could be removed. The single surviving horse chestnut has now been stabilized and bloomed this spring. These Bradford pears are not splitting.

Trees on the east side of lower parking area

Trees near entrance:

These large trees have severely restricted root areas and are therefore stressed. A dying branch overhanging the entrance area should be removed for safety concerns.

Japanese lilac was treated (by scribing, aka., back scraping) by Dan Marion to remove an invasive fungus, application of orange shellac or a fungicide was recommended.

West Front of Town Hall

The large trees rubbing against the building roof should be addressed by cutting offending branches off at the trunk instead of just removing the upper limbs and these will grow back quickly and spread more widely. Use of a telescoping pole saw would simplify and expedite the process.

West Parking Lot Berm:

A frost-stressed tree (now bare of leaves) will probably recover if given time and care

Conclusions and Recommendations:

The condition of the grounds is greatly improved since the last survey. The staff is doing all the right things. Immediate purchase of a 21' telescoping pole saw would be a wise investment.

Dennis Brewer distributed copies of two news items of interest regarding trees in the City of Canandaigua and a notice from NYS DEC regarding Beech tree leaf disease.

Supervisor Simpson and Dennis Brewer will meet next week to discuss the Heritage Tree project. A letter of support was written by the Environmental Conservation Board.

Further Action Dates:

June 24 – 9 am meet at Outhouse Park: Tour Hunn, Leonard Price, Academy, Lucas and Remington Cemeteries.

July 11 – Next meeting – Onanda Park, 6 pm

Concerns have been raised about the health of a sycamore (London Plane?) tree near the gate house at Onanda Park. Anthracnose (fungus) impacts these trees every year, but rarely kills the large branches or tree. Injecting fungicide yearly is costly and must be maintained to make a significant improvement.

TREE TEAM

Town of Canandaigua

Visitations on June 15, 2024

Hunn Cemetery: Hedgerow should be cleaned out. A white oak shows signs of disease and should be removed. A hickory with internal decay should be watched. There are three beautiful oak trees with one being outside the fence. They could be 300 to 400 years old.

Academy Cemetery: Cemetery looks nice. The Norway spruce is a beautiful tree and appears to be in good health. It could be 250 years old. The maples outside the fence should be watched as they are starting to show age related problems.

Onanda Lakeside: The branches over Crouch Hall should be removed.

The cable on the Norway Maple near the playground has broken and should be replaced.

The white birch (see photo) near the lake appears to be infested by the Bronze Birch Borer and should be treated or taken down.

Concern about the spruce trees (see photo) in the center of the berm dividing the parking lot. One is dead and others are dying.

Town of Canandaigua Tree Team

July 12, 2024

Tour of Richard Outhouse Park, Leonard Pierce Park, McJannett and West Lake Schoolhouse

Richard P. Outhouse Park

The park was beautifully manicured, leaving a border of tall vegetation near the Sucker Brook lagoon has greatly reduced goose droppings on the path.

It was noted that a two-inch layer of mulch was needed around many of the trees and that some water bags were empty, and that the presence of the bags would hinder infiltration of natural rain.

New plantings are mostly prospering. Removal of steel posts and unneeded support wires will be beneficial. One new crabapple tree is showing signs of wet soils damage and may need to be relocated. Sprouts at the base of some trees should be removed. A recently planted weeping beech could benefit from more support.

It was noted that a group of three (same-species) trees is showing Japanese Beetle damage – skeletonized leafage has browned. Pheromone traps for Japanese beetles are inexpensive, effective, and available locally.

Leonard R. Pierce Park

Removal of dead trees in and on the perimeter of the park is highly recommended. A dead oak along the stream was particularly identified as were three dead ash trees near the soccer field.

Significant numbers of limbs and other large debris from dead trees has accumulated in the bottom of the stream and will clog the culvert during a runoff event. This should be removed as soon as possible due to the frequent occurrence of heavy rains.

Creating a trail through the evergreens on the south bank of the stream would be an enhancement to the park.

McJannett

Dead trees have been removed and heavy sprouts from the stumps may replace the parent. The newly planted trees are doing well.

West Lake Schoolhouse Park

New plantings are thriving. A dogwood tree was noted as needing water in the seepage bag. Inspection of a tree near a marker identifying the School revealed sprouts obstructing the marker and that the adjacent tree is healthy and not covering the sign. It is recommended that the sprouts (maple and buckthorn) be removed and treated to prevent regrowth.

Dennis Brewer said that Wayne Thompson has offered the Tree Committee two seedlings grown from acorns gathered at the VA from the large heritage oak tree on the grounds. Interim care and placement of these seedlings will be discussed at the next meeting.

Next Meeting:
20 August 2024
Town Hall
6 pm

Agenda: Heritage Tree project, fall public workshop

Town Of Canandaigua Tree Committee

**20 August 2024
Meeting Notes**

Present: Dennis Brewer, Dan Marion, Andy Colino, Edith Davey

Observations during a (counterclockwise) tour of the **Town Hall grounds:** Apple scab and fire blight is affecting crabapple trees adjacent to the parking lot. Selection of resistant species for locations stressed by salt and heat is important.

The willow planted at the Pat VanDyne memorial is much improved and is benefiting from the high-rate oil spray to combat the scale infestation. The white oak planted at the Gary Davis memorial seems to be thriving, although the wind and hail stresses have been significant this summer.

The red pines and Norway spruce are healthy. Bradford pear trees and a red maple are showing stress and trees near the back entrance of the Hall are defoliated but should re-leaf in the spring. A young maple tree near the drive is being affected by chlorosis – possibly a manganese or iron deficiency due to alkaline soils.

Excessive mulch around a locust tree resulted in an aerial root (now cut) girdling the trunk. Mulch should be kept back a few inches from the tree trunk to prevent this.

Crabapple trees in front of the Hall are stressed from road salt and heat island effects. Canker was identified on large branches and the means of possible remediation demonstrated by Dan Marion. Continued pruning was recommended.

Area to the west of the main drive: Tartarian honeysuckle and buckthorn invasives were noted encroaching on an evergreen tree and should be removed. Pine trees are healthy.

Blue Heron Park

Trees at this park appear healthy. Close examination of three willow trees disclosed some canker infestation that should not be greatly harmful as the trees usually grow well despite this. Two of the trees were Babylonian (weeping) variety. The Black willow is native and more resistant.

Business Meeting: Minutes of the prior meeting were distributed by Dennis Brewer.

Lists of suggested trees and shrubs will be posted online. Dan Marion and Edith Davey will write an introduction for inclusion on the website.

Dan Marion agreed to conduct a fall pruning workshop for the public at Miller Park in October.

An oak tree in Hunn Cemetery and a large tree in Academy Cemetery will be designated as the first Heritage Trees. Dennis Brewer has been endeavoring to contact owners of the adjacent property to notify them of the designation.

Next Meeting: September 10, 2024

Heritage Trees

Dennis Brewer

The tree team serves to watch over the Town's community forest. These are the woodlands growing on Town-owned land such as parks, cemeteries and the Town Hall campus. The Tree Team advises the Town on general tree health including disease, insect infestations and presence of invasive species, they also make suggestions for tree replacement.

In April 2024, the Town Board adopted the Tree Team's Heritage Tree Program. The purpose of the program is to identify and mark individual specimens or groups of trees that have notable biological, cultural, aesthetic, ecological or historical value to our community.

Heritage Trees can be found in every community. In Canandaigua, they are an integral part of our natural and cultural landscapes and are often among the oldest living things in the Town.

Those specimens designated as Heritage Trees will be identified as a mix of key characters: relative species size and shape, notable health and longevity, and high ecological importance to habitat, wildlife and people. The trees may represent a unique specimen or a landmark of cultural, social or historical significance,

The Tree Team has chosen two trees on Town property as Heritage Trees:

A white oak at Hunn Cemetery that is believed to be between 300 to 350 years old and a Norway Spruce at Academy Cemetery that is believed to be between 200 to 250 years old.

If you live in the Town of Canandaigua and think you might have a Heritage Tree on your property, please check the Town website for Heritage Tree information.

ATTACHMENT 4

DATE: November 13, 2024

TOWN OF CANANDAIGUA

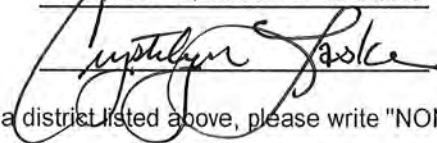
SUMMARY OF UNPAID CHARGES FOR RELEVY ON THE 2025 COUNTY/TOWN TAX ROLLS

<u>SPECIAL DISTRICT NAME</u>	<u>TOTAL AMOUNT</u> <u>(INCLUDES PENALTIES)</u> <u>FOR DISTRICT(*)</u>	
WA241 - ANDREWS & NORTH ROAD WATER	\$ 396.56	***
WA246 - CDGA-EMERSON-TL RD (CDGA)	\$ 71.37	***
WA248 - HOPKINS-GRIMBLE	\$ 2,939.62	
WD-201 BRISTOL-CDGA WATER (BRISTOL)	\$ 6,552.40	*
WD241 - CDGA-FARM WATER (CDGA)	\$ 21,730.66	***
SC481 - CDGA-FARM SEWER (CDGA)	\$ 1,083.08	***
WD-247 - CDGA CONS WATER-ETC.	\$ 87,230.84	
WO-245 - McINTYRE ROAD WATER EXT.	\$ 899.83	
WO-246 - CDGA-BRISTOL WATER (CDGA)	\$ 817.70	
PURDY RD SANITARY SEWER	\$ NONE	
OUT OF DISTRICT WATER USER	\$ NONE	
WO-247 CCWD #36	\$ 733.85	
WO249 WD EXT #40 NOTT RD	\$ 537.75	
EXT #41, CR 32	\$ NONE	
	\$ 122,993.66	
TOTALS:		
Town of Bristol *	6,552.40	
Town of Farmington***	23,281.67	

TITLE:

Town Clerk / Receiver of Taxes

SIGNED:



(*) If there are no unpaid charges outstanding against a district listed above, please write "NONE" in column at right after the name of the district.

(**)Town of Hopewell is turning list in with their package

ATTACHMENT 5

Town of Canandaigua

2024 Fee Schedule

Effective May 20, 2024

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

CABIN / PAVILION / LODGE / HALL RENTALS:

- All lakeside cabins will be rented weekly when reservations are made prior to May 1 (Saturday 3pm to Saturday 10am).
- There is a two-night minimum for lakeside cabin rentals made May 1 through October 31.
- Upland cabins can be rented at any time for a two-night stay during the rental season.
- Upland Cabins are available May 1 to October 31
- Lakeside Cabins are available May 1 to October 31
- Onanda Park Parking Fees are in effect Memorial Day Weekend through Labor Day
- King Hall is available May 1 to October 31
- Gorham Lodge, Crouch Hall, Outhouse Park Hall, West Lake Road Schoolhouse, and all pavilions are available year-round.
- The cost for a multi-day cabin reservation shall not exceed the cost to rent a cabin for one week.
- All reservations must be paid for at the time of booking with a debit / credit card.
- To qualify for Town resident rates, a Town resident must make the reservation and be the primary user.
- The Town resident rate does not apply to reservations made by or on behalf of a company, organization, club, or association.
- Reservations made for a company, organization, club, or association shall provide their Certificate of Liability Insurance to the Town Clerk's office at the time the reservation is paid for.
- The resident must call the Town Clerk's office to obtain the discount code before making the online reservation. The discount is 30% off the non-resident rate.
- Public school districts will be charged the Town resident rate for all rentals.
- Cancellations made a minimum of 2 weeks prior to the arrival date will be eligible for a refund minus a \$50 cancellation fee. The Town Clerk has the authority to refund the entire reservation amount for extenuating circumstances.
- There are no refunds for pavilion cancellations, except for the Rotary Pavilion.
- Cancellations made a minimum of 2 weeks prior to the arrival date for a multiple facility reservation, will be eligible for a refund minus a \$50 cancellation fee for each canceled facility.
- Cancellations due to extenuating circumstances, may be rescheduled within the same calendar year without penalty.
- Reservations for West Lake Road School House and Outhouse Hall require a key pick-up at Town Hall the week of your reservation (a reminder e-mail will be sent). There is a \$25 key deposit (**cash or check only**) which will be returned to you once the key is returned. Any cash deposit unclaimed after 60 days will be forfeited and considered a donation to the Town of Canandaigua Parks and Recreation Department.

Onanda Park Cabins: Weekly Rentals (2 weeks max)	Town Resident	Non-Resident
<u>Upland Cabins:</u> Oawensa, Chowat, Adsila	\$239.40	\$342
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$302.40	\$432

Abode (3)	\$407.40	\$582
Hayowentha (12)	\$554.40	\$792
Onanda Park Cabins: Daily Rentals (3pm to 10am)		
<u>Upland Cabins:</u> Oawensa, Chowat, Adsila	\$75.60	\$108
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$84	\$120
Abode (3)	\$96.60	\$138
Hayowentha (12)	\$138.60	\$198
Onanda Park Cabins: Off-Season Weekly Rates (Lakeside Cabins Only – May 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$260.40	\$372
Abode (3)	\$302.40	\$432
Hayowentha (12)	\$512.40	\$732
Onanda Park Cabins: Off-Season Daily Rates (2 Night Minimum) (Lakeside Cabins Only – May 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$71.40	\$102
Abode (3)	\$84	\$120
Hayowentha (12)	\$126	\$180
Onanda Park Parking Fees:		
Season Passes	\$56	\$80
Weekday per Vehicle	\$5	\$5
Weekends and Holidays per Vehicle	\$10	\$10
Water Trail (access from water by non-motorized craft)	\$0	\$0

		Town Resident	Non- Resident
Gorham Lodge	Overnight Rental (3pm to 10am)	\$357	\$510
	Full Day Rental (9am to 9pm)	\$273	\$390
	½ Day Rental (9am to 3pm OR 3pm to 9pm)	\$147	\$210
Crouch Hall @ Onanda Park	9am to 9pm	\$189	\$270
King Hall @ Onanda Park	9am to 9pm	\$168	\$240
Pavilions @ Onanda Park (9am – 9pm)	Rotary	\$92.40	\$132
	Holden	\$71.40	\$102
	Upland Pavilions (31, 38, or 42)	\$63	\$90
Bundles of Wood @ Onanda Park (when available)		\$5	\$5
West Lake Road Schoolhouse (9am – 9pm)	Monday Friday	\$29.40	\$42
	Saturday or Sunday	\$50.40	\$72
Outhouse Hall	9am to 9pm	\$126	\$180
Outhouse Park Pavilion	9am to 9pm	\$37.80	\$54
Pierce Park Pavilion #1	9am to 9pm	\$25.20	\$36
Pierce Park Pavilion #2	9am to 9pm	\$25.20	\$36
Blue Heron Pavilion	9am to 9pm	\$25.20	\$36
Credit Card Convenience		2.5%	2.5%
Processing Fee Cart Fee		5¢	5¢
FireFly Reservation Fee		\$3.50	\$3.50
Facility Alcohol Permit		\$84	\$120

Sponsorships:		
Bench Sponsorship with Engraved Plaque	\$400	\$400
Tree Sponsorship with a Tree and Engraved Stone	\$400	\$400
Parks Event Sponsorship (Movie Night – Concert Nights)	\$250	\$250

DEVELOPMENT OFFICE:	
Permit fees are non-refundable. No fee may be waived without Town Board approval.	
Zoning Board of Appeals:	
Area Variance, Use Variance, Interpretation (per requested variance)	\$150
Planning Board:	
Special Use Permit Application, Sketch Plan Application	\$150
Site Plan Review – Single-Family Dwelling and Manufactured Home	\$250
Site Plan Review – Multiple-Family Dwelling - Preliminary	\$250 plus \$50 per unit
Site Plan Review – Multiple-Family Dwelling - Final	\$250 plus \$50 per unit
Site Plan Review – Commercial and Industrial - Preliminary	\$500
Site Plan Review – Commercial and Industrial - Final	\$500
Extension of Site Plan Approval, 90-day / 1-year (per request)	\$100
Lot Line Adjustments	\$100 plus \$50 per lot
Major Subdivision (5 or more lots) – Preliminary Approval	\$1,000 plus \$100 per lot
Major Subdivision (5 or more lots) – Final Approval	\$1,000 plus \$100 per lot
Minor Subdivision (up to and including 4 lots) – Preliminary Approval	\$300 plus \$50 per lot
Minor Subdivision (up to and including 4 lots) – Final Approval	\$300 plus \$50 per lot
Park and Recreation Fee – New residential development (per dwelling unit)	\$1,500
Form Based Code:	
Administrative Review	\$150
Site Plan Review (Minor – Under 5,000 sf)	\$250
Site Plan Review (Major – 5,000 sf or greater)	\$500
Park and Recreation Fee - Form Based Code (per dwelling unit)	\$1,500

--	--

Building and Operating Permits:		
One and two-family dwellings (Group R-3)		
Category	Description	Fee
New home	Construction of a new one- or two-family home	\$100.00 + \$0.25/square foot (\$400.00 minimum)
Accessory structures	New or addition to garage, carport, breezeway, deck, greenhouse, etc.	\$0.10/square foot (\$75.00 minimum)
Fireplace/solid fuel appliance	Installation or replacement of a fireplace/solid fuel appliance and its associated equipment.	\$75.00
Building equipment/systems	Installation, replacement, extension, alterations, or repair to any electrical, mechanical, septic, sewer, etc. system when not part of other construction	\$100.00
Addition	Construction of an addition with habitable space	\$75.00 + \$0.20/square foot (\$100.00 minimum)
Conversion of non-habitable space	Convert existing non-habitable space to habitable space	\$75.00 + \$0.20/square foot (\$100.00 minimum)
Remodel	Renovate existing space, including alteration from one-family to two-family and fire damage repair	\$75.00 + \$0.15/square foot (\$100.00 minimum)
Minor alterations	Minor work, replacement of insulation, etc., provided no change to habitable space	\$75.00
Roof	Residential Tear off and Re-Roof.	\$100.00
Consultant Fees		See Town Code Chapter 111
Multiple dwellings (Group R-1, R-2, R-4)		
Category	Description	Fee
New building	Construction of a new R-1, R-2, R-4 building	\$0.35/square foot (\$400.00 minimum) + \$150/ unit
Accessory structures	New or addition to garage, carport, breezeway, deck, greenhouse, etc.	\$0.10/square foot (\$75 minimum)
Fireplace/solid fuel appliance	Installation or replacement of a fireplace/solid fuel appliance and its associated equipment.	\$75.00
Building equipment/systems	Installation, replacement, extension, alterations, or repair to any electrical, mechanical, septic, sewer, etc. system when not part of other construction	\$150.00

Addition	Construction of an addition with habitable space	\$0.30/square foot (\$200.00 minimum) + \$150/unit
Conversion of non-habitable space	Convert existing non-habitable space to habitable space	\$0.30/ square foot (\$200.00 minimum) + \$150/unit
Remodel	Renovate existing space, including alteration from one-family to two-family and fire damage repair	\$0.25/square foot (\$100.00 minimum) + \$150/unit
Minor alterations	Minor work, such as replacement of insulation, etc., provided no change to habitable space	\$75.00
Roof	Residential Tear off and Re-Roof or New Roofing System.	\$150.00
Consultant Fees	Expenses incurred by the Town of Canandaigua through provision of services or processing and/or reviewing any application to the Town of Canandaigua.	See Town Code Chapter 111

Commercial (Group A, B, E, F, H, I, M, S, U)		
Category	Description	Fee
New or added construction	Construction of new building, or addition to existing, with tenants	\$0.35/square foot +\$500.00 Per Tenant
New shell	Construction of basic structure of building, no tenant	\$0.25/square foot + \$500.00 Per Tenant Space
Alter, remodel, renovate	Alteration of interior space.	\$0.30/square foot +\$500.00 Per Tenant Space
Accessory structures	New or addition to garage, carport, breezeway, deck, greenhouse, etc.	\$0.15/square foot (\$75.00 minimum)
Building equipment /systems	Installation, replacement, extension, alterations, or repair to any electrical, mechanical, septic, sewer, etc. system when not part of other construction	\$200.00
Roof	New Roof system or tear off and Re-Roof	\$250.00
Consultant Fees	Expenses incurred by the Town of Canandaigua through provision of services or processing and/or reviewing any application to the Town of Canandaigua.	See Town Code Chapter 111

Manufactured homes (Group R-3)		
Category	Description	Fee

Unit inspection	Installation of a new home	\$400.00
Accessory structures	New or addition to garage, carport, breezeway, deck, greenhouse, etc.	\$0.10/square foot (\$75.00 minimum)
Fireplace/ solid fuel appliance	Installation or replacement of a fireplace/solid fuel appliance and its associated equipment.	\$75.00
Building equipment/systems	Installation, replacement, extension, alterations, or repair to any electrical, mechanical, septic or sewer system when not part of other construction	\$100.00
Remodel	Renovate existing space, including fire damage repair	\$75.00 + \$0.15/square foot (\$100.00 minimum)
Minor alterations	Minor work, replacement of insulation, etc., provided no change to habitable space	\$75.00
Consultant Fees	Expenses incurred by the Town of Canandaigua through provision of services or processing and/or reviewing any application to the Town of Canandaigua.	See Town Code Chapter 111

General		
Category	Description	Fee
Short Term Rental	Permit to operate a short-term rental (per dwelling unit).	\$300.00
Consultant Fees	Expenses incurred by the Town of Canandaigua through provision of services or processing and/or reviewing any application to the Town of Canandaigua.	See Town Code Chapter 111
Parks and Recreation Fee	Per dwelling unit subject to Planning Board Condition.	\$1,500.00
Pool	Installation of new pool	
	Above ground (includes barrier and up to 200 sq ft of deck.)	\$100.00 plus \$.10 sq ft for decks greater than 200 sq ft
	In-ground (includes barrier)	\$150.00
Signs	Installation of sign excluding directional signs as defined by Town Code .	\$200.00
Demolition	Removal of any existing building, pool, structure, etc., when not part of new construction	
	Accessory Structure	\$75.00
	Single Family Residential	\$150.00
	Multi-Family Residential	\$250.00

	Commercial Structure	\$450.00
Agricultural Structure	Agricultural Structure, used to house farm implements, hay, grain, poultry, livestock or other horticultural products.	\$50.00
Fence	Installation of fence (Residential)	\$50.00
	Installation of fence (Commercial)	\$150.00
Solar	Small Scale Solar Facility	\$150.00
	Tiers 1, 2, 3 & 4 Solar Facility	\$150.00 plus \$7.00 per KW
Renewal fee	Extension of permit	1/3 rd Original Fee
No show or Covered prior to inspection	Re-inspection, covered prior to inspection, failure to notify for inspection at the discretion of the CEO.	\$50.00 Per Inspection
Compliance permit	Visual inspection of previously existing conditions following failure to obtain a building permit.	Two times the permit amount.
Stop Work Order Release	Fee to be paid prior to the release of a Stop Work Order that has been issued. At the discretion of the CEO.	\$250.00 1 st order. \$500.00 2 nd order. \$1,000.00 3 rd order and subsequent orders.
Operating permits	Assembly (Tax-exempt properties may have fee waived if accompanied by current proof of 501-C3 Exemption.)	\$300.00
	Hazardous occupancy	\$250.00
	Operating permit re-inspection	\$100.00
	Tents	\$75.00
	Pyrotechnic	\$75.00
Soil Erosion and Sedimentation Control.	Soil, Erosion and Sedimentation.	\$200.00
	MS4 Acceptance Certificate	\$150.00
	Flood Plain Development Permit	\$50.00
Site Development	Less than 1 acre of total disturbance	\$100.00
	1 to 5 acres of total disturbance	\$150.00 per acre
	5 + acres of total disturbance	\$200.00 per acre
Communication Towers (New)	New construction of a communication tower.	\$5.00 per ft in height
Communication Tower Antenna.	New or replacement antenna on an existing communication tower.	\$75.00 per unit.
UDML Related	Tier One Dock & Boat Accessory Structure	\$0.20/square foot.

		(\$100.00 Minimum)
	Tier One Mooring	\$50.00/Mooring
	Tier Two & Tier 3	\$75.00/Slip + \$500.00
	Tier Two & Tier 3 Mooring	\$75.00/Mooring

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

WATER DEPARTMENT		
Meters for Canandaigua Consolidated & Bristol Water Districts Only: (The pricing includes tapping of the water main, bronze saddle, corporation stop, curb box valve, curb box, SS rod, water meter, and right-angle meter valve and inspection of trench)		
	¾"	\$1,020
	1"	\$1,145
	1.5"	Contact Water Superintendent
	2"	Contact Water Superintendent
	Water meter larger than 2"	Contact Water Superintendent
	¾ inch water meter, cellular endpoint, right angle meter valve and inspection	\$590
	1 inch water meter, cellular endpoint, right angle meter valve and inspection	\$660
Meter pits are required when the location of the structure is farther than 500 feet from the road.		
	¾" meter pit	\$1,065
	1" meter pit	\$1,250
Replacement Cost of Water Meter Materials:		
	Electronic reading device (cellular endpoint)	\$286
	Register for water meter	\$105
	¾" water meter replacement	\$110
	1" water meter replacement	\$225
	1 ½" water meter replacement	Contact Office
	2" water meter replacement	Contact Office
Directional Drilling Under A Road:		
	Up to 2" Pipe	\$1,700.00
	2" and larger	Contact Water Superintendent
	Testing water meter for accuracy	\$100

Hydrant Meter Rental (Includes a water meter and back flow device that will be connected to the hydrant by the Water Department. A \$500 deposit is required. When equipment is returned in working condition, deposit will be refunded). Hydrant meter rentals will be invoiced monthly.	\$100 rental fee/month plus \$6.50 per 1,000 gallons
---	--

Water Charge to Town of East Bloomfield	\$3.52 per 1,000 gallons
Water Charge to the Town of Hopewell, Town of Farmington, and Town of Gorham	\$2.43 per 1,000 gallons

Canandaigua Consolidated District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$5.38 per 1,000 gallons	Additional Cost Per 1,000 Gallons
¾"	0 – 6,000	\$32.28	\$5.98
1"	0 – 10,000	\$53.80	
1 ½"	0 – 16,000	\$86.08	
2"	0 – 30,000	\$161.40	
3"	0 – 50,000	\$269.00	
4"	0 - 80,000	\$430.40	
6"	0 – 160,000	\$860.80	
8" – 12"	0 – 200,000	\$1,076.00	

Bristol Water District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$6.00 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
¾"	0 – 6,000	\$36.00	\$6.75
1"	0 – 10,000	\$60.00	
1 ½"	0 – 16,000	\$96.00	
2"	0 – 30,000	\$180.00	
3"	0 – 50,000	\$300.00	
4"	0 - 80,000	\$480.00	
6"	0 – 160,000	\$960.00	
8" – 12"	0 – 200,000	\$1,200.00	

Fee Schedule for Town of Canandaigua Water Department to Repair the Water System:		
The purpose of this section is for the setting of fees associated with the Town of Canandaigua Water Department to repair any damage that may occur to the water system by an outside agency. Some examples, including but not limited to, are damage to the water main, water service, curb stop, or meter pit or any other water infrastructure that is in the right of way. The Water Department does not maintain any water infrastructure after the curb stop. The need for repair and the type of repair are at the sole discretion of the Town of Canandaigua Water Superintendent. Additional materials fees may apply. The responsible party will be invoiced according to the following:		
Employees:		
Labor per hour, straight time		\$50.00
Labor per hour, on overtime		\$95.00
Administrative cost, per hour		\$80.00

Heavy Equipment:		
Excavator 20 ton, per hour		\$180.00
Mini excavator, per hour		\$100.00
Dump truck, per hour		\$95.00
Water loss, calculated by the Water Superintendent		\$6.50 per 1,000 gallons

TRANSFER STATION

Transfer Station Coupons: (Coupons, \$2 each, can be purchased at the Town Clerk's office or at the Transfer Station. The machine at the Transfer Station only accepts 1's, 10's and 20's.)	<u># of Coupons Required</u>
<u>Furniture:</u>	
<u>Stuffed Chair</u>	<u>2</u>
<u>Couch, Love Seat, Sectional (EACH section)</u>	<u>4</u>
<u>Kitchen Chair, Stool, Office Chair, or Patio Chair</u>	<u>1</u>
<u>Coffee/Side Table, Small Shelf</u>	<u>1</u>
<u>Kitchen Table, Desk, Small Dresser, or Book Case</u>	<u>2</u>
<u>Large Dining Table (w/ leaves), Over-Sized Desk, or Large Dresser</u>	<u>4</u>
<u>Mattress (Twin Size)</u>	<u>2</u>
<u>Mattress (Full or Larger Size)</u>	<u>3</u>
<u>Box Spring (Twin Size)</u>	<u>2</u>
<u>Box Spring (Full or Larger Size)</u>	<u>3</u>
<u>Construction & Demolition Debris:</u>	
<u>9' x 12' Carpet</u>	<u>3</u>
<u>9' x 12' Carpet Padding</u>	<u>2</u>
<u>Bath Tub, Toilet, Vanity, or Sink</u>	<u>2</u>
<u>30 Gallon Bag or Garbage Can (unit of measure)</u>	<u>1</u>
<u>55 Gallon Barrel (unit of measure)</u>	<u>2</u>
<u>Wood, Drywall, Vinyl Siding: ½ Bed Pick-Up Load</u>	<u>10</u>
<u>Wood, Drywall, Vinyl Siding: Full Bed Pick-Up Load*</u>	<u>20</u>
<u>Shingles or Tile: ½ Bed Pick-Up Load</u>	<u>12</u>
<u>Shingles or Tile: Full Bed Pick-Up Load*</u>	<u>24</u>
<u>*Additional fees will apply for trailer or oversized truck loads</u>	
Transfer Station Permit Placard (2 Year)*2023 permits valid through 2024	Free

TOWN BOARD

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

TOWN CLERK OFFICE			
Dog Licenses:	Spayed / Neutered	\$20	Effective 3/1/24 \$23
	Unspayed / Unneutered	\$30	Effective 3/1/24 \$33
	Replacement Tag	\$3	
Late Fee (if not paid within 30 days of first renewal notice) The Town Clerk has the authority to waive Late Fee for extenuating circumstances.		\$5	
Marriage License (Includes Certificate of Marriage Registration):			
	Active Military	\$17.50	
	Non-Military	\$40	
Application for One Day Marriage Officiant License		\$25	
Certified Transcript of Marriage Request – No Record Certification		\$10	
Certified Transcript of Marriage (per transcript)		\$10	
Birth Certificate Request – No Record Certification		\$10	
Birth Certificate (per certificate)		\$10	
Death Certificate Request – No Record Certification		\$10	
Death Certificate (per certificate)		\$10	
Genealogy Search (dependent on number of years to be searched, unused fees to be refunded):			
1 – 3 Years		\$22	
4 – 10 Years		\$42	
11 – 20 Years		\$62	
21 - 30 Years		\$82	
31 – 40 Years		\$102	
41 – 50 Years		\$122	
51 – 60 Years		\$142	
61 – 70 Years		\$162	
Hunting / Fishing Licenses		NYS DEC	
FOIL:	8 ½” 11” / 8 ½” x 14” / 8 ½” x 17”	25¢ / page	
	32 GB Flash Drive	\$4.50	
	64 GB Flash Drive	\$9.98	
Map Charges (larger than 11” x 17”)		Per Ontario County Copy Rate	
Games of Chance		\$25	
Returned Check Fee		\$20	
Burial Fees at Academy Cemetery:			
	Adult Casket	\$500	
	Cremation	\$350	

	Infant	\$200
Copies	8 ½” 11” or 8 ½” x 14” or 11” x 17”	25¢ single or double sided
Peddler & Soliciting Permit		\$100 / Applicant

History:

Adopted by the Town Board of the Town of Canandaigua 6/6/1977. Amended in its entirety by resolution on 11/7/1983, 6/11/1990, and 5/8/1995 except for those fees listed separate under local law. Further amended 4/3/2007, 12/18/2007, 3/3/2009, 4/21/2009; 12/15/2010; 1/3/2011; 2/13/2012, 1/28/2013, 1/6/2014, 4/28/2014, 1/5/2015, 12/21/2015, 5/16/2016, 7/18/2016, 9/19/2016, 1/9/2017, 4/17/2017, 5/15/2017, 1/8/2018, 5/21/2018, 8/20/2018; 1/7/2019, 2/11/2019, 3/18/2019, 7/1/2019, 8/19/2019, 1/6/2020, 3/16/2020, 12/21/2020, 4/19/2021, 1/10/2022; 4/19/2022, 6/13/2022, 7/19/2022, 1/9/2023, 3/20/2023, 4/17/2023, 1/8/2024, 3/25/2024, 05/20/2024.

Dear {{guest_firstname}},

This is a reminder that you need to come to the Town Clerk's office to pick up the key to your rental. Please stop by anytime this week, during normal office hours. There is a \$25 key deposit (**cash or check only**) which will be returned to you once the key is returned. When you are finished with the building please deposit the key in the drop box located outside the building. Once our staff returns the keys to us, you can come to our office to receive your cash deposit or we can destroy your check for you. Collecting your cash deposit will require photo ID. **Any cash deposit unclaimed after 60 days will be forfeited and considered a donation to the Town of Canandaigua Parks and Recreation Department.**

If you have any questions, please don't hesitate to contact our office at 585-394-1120 Ext 2227.

Thank you!

ATTACHMENT 6

Crystelyn Laske

From: Mary Kay Bashaw <MBashaw@cnbank.com>
Sent: Wednesday, November 13, 2024 2:56 PM
To: Crystelyn Laske
Subject: RE: Jan 2025 FULL Tax Payments

Hi Crystelyn!!!

The bank would be happy to collect taxes during the month of January. Once you have the dated resolution, please pass that along 😊 .

Thanks so much,
Mary Kay

From: Crystelyn Laske <claske@townofcanandaigua.org>
Sent: Wednesday, November 13, 2024 2:26 PM
To: Mary Kay Bashaw <MBashaw@cnbank.com>
Subject: Jan 2025 FULL Tax Payments

This Email was sent from an EXTERNAL source, exercise caution when opening attachments.

This Email was sent from an EXTERNAL source, exercise caution when opening attachments.

Good afternoon Mary Kay!

Wanted to touch base with you and make sure it was ok to have CNB collect full tax payments for the town during the month of January 2025. I've attached a copy of the resolution that will be placed before the Town Board on November 25th with your approval.

Thank you in advance for all you do!

Crystelyn Laske
Town Clerk-Receiver of Taxes
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua NY 14424
Office: 585-394-1120 Ext 2258



CONFIDENTIALITY NOTICE: The information contained in this email (and any attachments) is privileged and confidential, intended only for the use of the individual(s) or entity to whom it is addressed. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that dissemination, distribution or copying of this information is prohibited. If you have received this communication in error, please notify us immediately by telephone at (800) 724-2621. Thank you for your cooperation.

IRS CIRCULAR 230 NOTICE: To the extent that this message or any attachment concerns tax matters, it is not intended to be used and cannot be used by a taxpayer for the purpose of avoiding penalties that may be imposed by law.

ATTACHMENT 7

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Canandaigua

Local Law No. 11 of the year 20 24

A local law to allow a real property tax exemption for volunteer firefighters and ambulance workers
(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 Schedule A

(If additional space is needed, attach pages the same size as this sheet, and number each.)

SCHEDULE A

The following new article shall be added to Town Code Chapter 183 Taxation:

Article V – Volunteer Firefighters and Volunteer Ambulance Workers Exemption

183-7 Intent

The Town recognizes the hard work and value that volunteer firefighters and volunteer ambulance workers provide to the community. The Town intends to grant the partial tax exemption authorized by NYS Real Property Tax Law 466-A to such volunteer firefighters and volunteer ambulance workers.

183-8 Grant of Exemption

Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in the Town of Canandaigua shall be exempt from taxation to the extent of ten percent of the assessed value of such property for all allowed purposes, exclusive of special assessments.

183-9 Eligibility

Such exemption shall be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provided that:

A. The applicant resides in the Town of Canandaigua and the Town of Canandaigua, or any jurisdiction within the boundaries of Ontario County, is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service in which the applicant is an enrolled member.

B. The property is the primary residence of the applicant.

C. The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section.

D. The applicant has been certified by the incorporated volunteer fire company or fire department or incorporated voluntary ambulance company as an enrolled member of such incorporated volunteer fire company or fire department or voluntary ambulance company for at least the immediately preceding two years as of the applicable taxable status date.

183-10 Grant of Lifetime Exemption

Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service as of the applicable taxable status date and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be granted the 10% exemption as

authorized by this article for the remainder of his or her life on his or her primary residence located within the Town of Canandaigua.

185-11 Application for Exemption

Application for such exemption shall be filed with the Assessor on or before the taxable status date on a form as prescribed by the Commissioner of Tax and Finance. A new exemption application must be filed with the Town Assessor on or before the taxable status date if the primary residence of the enrolled member changes.

185-12 No Diminution of Benefits

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of Article 4 of the Real Property Tax Law on the effective date of this article shall suffer any diminution of such benefit because of the provisions of this article.

185-13 Certification

Each incorporated volunteer fire company, incorporated volunteer fire department and incorporated voluntary ambulance service shall annually file a notarized membership roster or notice certifying those members with two or more years of service. Such roster or notice shall state each such enrolled member's name, each such enrolled member's address of residence, each such member's type of active status and the number of years of active service served by each such enrolled member, all as of the applicable taxable status date.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 11 of 2024 of the (County)(City)(Town)(Village) of Canandaigua was duly passed by the Town Board on September 23 2024, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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

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

3. (Final adoption by referendum.)

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

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

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

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

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

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

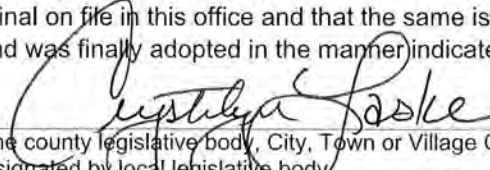
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified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

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

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

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

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


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

Date:

October 2, 2024

(Seal)

ATTACHMENT 8

Memo

To: The Town of Canandaigua Town Board

From: Michael Murphy, CFM

cc:

Date: 11/13/2024

Re: Repal and replacement of municipal code chapter 88.

The proposed local law will replace the existing chapter 88, which provides regulations for the removal and repair of unsafe buildings. The proposed local law incorporates the same purpose while expanding the policy and procedures for resolution of vacant buildings and property neglect issues. Below is a list of all significant differences from the current legislation to what is currently proposed.

Article I General Provisions

- The chapter will no longer have an independent definition of “Unsafe Structures” and aligns itself with the NYS Uniform Code.

Article IV Vacant Buildings

- The proposed ordinance has legislation for the creation and maintenance of a vacant building registry.
- Companies maintaining or responsible for a vacant building shall register with the Code Enforcement Office to provide up to date information and contacts.
- This article also provides for general conditions for which applicable properties and structures are to be maintained to.

Article IV Unsafe Buildings

- Article relates to the policy and procedure for the remediation of unsafe structures by means of a public hearing before the Town Board.

Article V Enforcement

- Article V provides for policy and procedures for remediation of violations as it relates to Chapter 88.

Chapter 88

BUILDINGS AND PROPERTY MAINTENANCE

ARTICLE I

General Provisions

§ 88-1. **Policy and purpose.**

§ 88-2. **Definitions.**

ARTICLE II

General Requirements

§ 88-3. **General requirements;
incorporation of codes by
reference.**

ARTICLE III

Inspection of Buildings and Properties

§ 88-4. **Inspection authorization.**

ARTICLE IV

Vacant Buildings

§ 88-5. **Policy and purpose.**

§ 88-6. **Vacant building registration.**

§ 88-7. **Property maintenance company
registration.**

§ 88-8. **Vacant building and property
maintenance.**

ARTICLE V

Unsafe Buildings

§ 88-9. **Findings; purpose.**

§ 88-10. **Investigation and report.**

§ 88-11. **Public hearing; notice; order to
repair or remove.**

§ 88-12. **Failure to comply with order.**

§ 88-13. **Payment and assessment of
costs.**

ARTICLE VI

Enforcement

§ 88-14. **Notice of violation and order to
remedy.**

§ 88-15. **Appearance tickets.**

§ 88-16. **Penalties for offenses.**

§ 88-17. **Civil penalties.**

§ 88-18. **Injunctive relief.**

§ 88-19. **Remedies not exclusive.**

ARTICLE I General Provisions

§ 88-1. Policy and purpose.

- A. The purpose of this chapter is to provide basic and uniform standards governing the maintenance, appearance and condition of all buildings and properties within the Town, whether used or intended to be used or designed to be used, in whole or in part, for residential, commercial, business or industrial use and occupancy.
- B. The Town Board finds that properly kept and maintained buildings and properties are essential to the health, safety and welfare of the residents of the Town. The existence of unsanitary or deteriorating building and/or property conditions can endanger the safety of persons, jeopardize the security of private property and adversely affect the value of surrounding buildings and properties.
- C. This chapter is hereby declared to be remedial and essential for the public interest, and it is intended that the same shall be liberally construed to effectuate the purposes herein stated.

§ 88-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUILDING — Includes primary and/or accessory structures.

CODE ENFORCEMENT OFFICER – The Code Enforcement Officer(s) or such other person(s) appointed by the Town Board to enforce the provisions of this chapter.

EMERGENCY SITUATION — Where the condition of a building, or any part thereof, is an imminent, immediate, and substantial danger to the health or safety of occupants and/or the general public. Such conditions include, but are not limited to, fire hazards, falling or dilapidated buildings, or any part thereof, loss of significant water, heat, ventilation, or a lack of sanitary conditions.

OPERATOR — Any person(s) or entity who has charge, care or control of a building and/or property, including a tenant or property maintenance company.

OWNER — The person, persons, or entity shown to be the owner or owners on the current assessment records; a mortgagee in possession, either by commencement of a mortgage foreclosure action, or otherwise; assignee of rents; receiver; executor, administrator, trustee, lessee, or other person, firm or corporation in control of the premises, including an operator as defined herein. Any such owner shall have joint and several obligations for compliance with the provisions of this chapter.

SECURED BY OTHER THAN NORMAL MEANS — A building secured by means other than those used in the design and approved plans for the building.

UNIFORM CODE — The New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

UNOCCUPIED — A building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by a Code Enforcement Officer. In determining whether a building is unoccupied, a Code Enforcement Officer may consider these factors, among others:

- A. Whether lawful residential or business activity has ceased.
- B. The percentage of the overall square footage of the occupied to unoccupied space or the overall number of occupied and unoccupied units;

- C. Whether the building is substantially devoid of contents or the minimal value of fixtures or personal property in the building;
- D. Whether the building lacks utility services;
- E. Whether the building is subject to a foreclosure action;
- F. The duration of vacancy; and/or
- G. The presence or reoccurrence of code violations.

UNSECURED — A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.

VACANT BUILDING — A building or a portion of a building which is any one or more of the below:

- A. Unoccupied and unsecured;
- B. Unoccupied and secured by other than normal means;
- C. Unoccupied and an unsafe building as determined by an Enforcement Officer;
- D. Unoccupied and the Code Enforcement Officer has issued an order to correct code violations; or

ARTICLE II General Requirements

§ 88-3. General requirements; incorporation of codes by reference.

- A. The provisions of the Uniform Code and the Energy Code are hereby incorporated by reference into this chapter.
- B. Any and all owners and operators of properties within the Town shall comply with all of the provisions of this chapter, including the Uniform Code and the Energy Code.
- C. The Code Enforcement Officer shall administer and enforce all of the provisions of this chapter, including the Uniform Code and the Energy Code.

ARTICLE III Inspection of Buildings and Properties

§ 88-4. Inspection authorization.

- A. The Code Enforcement Officer is hereby authorized and directed to make all inspections necessary to determine whether compliance with the provisions of this chapter exists. For the purpose of making such inspections and subject to legal restrictions, Code Enforcement Officers are hereby authorized to enter, examine and survey, at all reasonable times, all buildings and properties. The owner, operator and/or occupants of every building, or the person in charge thereof, shall give a Code Enforcement Officer free access to such building and the property, at all reasonable times, for the purpose of such inspection, examination and survey. Every occupant of a building shall give the owner and/or operator thereof, or the owner's and/or operator's agent or employee, access to any part of such building and/or the property at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter.
- B. In the event that permission to enter any such building for the purpose of inspection is denied, a Code

Enforcement Officer may apply to the appropriate authority for a search warrant.

C. A search warrant shall not be required:

- (1) When entry is by permission or at the request of the owner, operator or occupant.
- (2) Where an imminent danger to health and safety exists.
- (3) Following an incident or accident or if an inherent condition exists where immediate inspection is required to determine if an imminent danger to health or safety exists

ARTICLE IV Vacant Buildings

§ 66-5. Policy and purpose.

It is the finding of the Town Board that vacant buildings are unsightly, unsafe, and have a negative effect on the community. Unfortunately, many buildings, once vacant, remain that way for years. The purpose of this article is to establish a program for identifying and registering vacant buildings, to set forth the responsibilities of owners and/or operators of vacant buildings, and to speed the rehabilitation of vacant buildings.

§ 66-6. Vacant building registration.

- A. The owner of a vacant building shall register with the Code Enforcement Officer no later than 30 days after any building becomes a vacant building or not later than 30 days after being notified by a Code Enforcement Officer of the requirement to register. A Code Enforcement Officer may identify vacant buildings through a routine inspection process, as well as through notification by residents, neighborhood associations and other community groups. Notice will be served upon, or sent by mail, to the owner, to any property maintenance company, and to the property address. Notice will be deemed received upon personal delivery or three days in Ontario County or five days outside Ontario County after service by first-class mail.
- B. The registration shall be submitted on forms provided by the Code Enforcement Officer and shall include the following information:
 - (1) The street address and most recent use of the vacant building.
 - (2) The names, addresses, and telephone numbers of the owner or owners. If an owner is a corporation, limited liability company or partnership, the address for each director, manager, or partner, as the case may be. The address must include a street address; a post office box is not acceptable.
 - (3) A name, address, and telephone number of a responsible natural person who can be reached at all times during business and nonbusiness hours. The address must include a street address; a post office box is not acceptable.
 - (4) The name, address, and telephone number of any property manager and/or property maintenance company responsible for maintaining the vacant building and the property. If a property manager is a corporation, limited liability company or partnership, contact information for a responsible natural person on behalf of the property manager.
 - (5) The names and addresses of all known lienholders and all other parties with an ownership interest in the vacant building. Each address must include a street address; a post office box is not acceptable.
 - (6) A vacant building plan as described in Subsection C of this section.
- C. The owner shall submit a vacant building plan which must meet the approval of the Code Enforcement Officer. The plan, at a minimum, must contain information addressing the following:
 - (1) A plan for the securing of the vacant building and the premises, in accordance with standards provided in § 88-8 of this article, along with the procedure that will be used to maintain the vacant building and the property, and a statement of the reasons why the building will be left vacant.

- (2) If the vacant building is to be demolished, there will be a demolition plan which indicates the proposed time frame and methods for demolition.
 - (3) If the vacant building is to be returned to appropriate occupancy, a rehabilitation plan for the vacant building. The rehabilitation plan may not exceed six months from the date of submission and shall include progress benchmarks at least every two months, unless the Code Enforcement Officer grants an extension for good cause shown, upon receipt of a written statement from the owner detailing the reasons for the extension. Any repairs, improvements or alterations to the vacant building must comply with any applicable zoning, historic preservation and/or building codes.
- D. The owner will comply with all applicable laws and codes. The owner will notify the Code Enforcement Officer of any changes in information supplied as part of the vacant building registration within 30 days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must be in writing and must meet the approval of the Enforcement Officer.
- E. The owner will keep the vacant building, and the property secured, safe and properly maintained as provided in § 88-8 of this article.
- F. The owner shall notify the Code Enforcement Officer of any transfer of ownership within 15 days of transfer. The new owner will continue to comply with the approved vacant building plan and timetable submitted by the previous owner until any proposed changes are submitted and approved by the Code Enforcement Officer.
- G. Vacant building registration fees.
 - (1) The owner of a vacant building will pay an initial registration fee of \$100. The registration fee is due and payable upon registration, to wit, no later than 30 days after any building becomes a vacant building or no later than 30 days after being notified by a Code Enforcement Officer of the requirement to register.
 - (2) In order to cover the cost to the Town of monitoring and inspecting the vacant building, a renewal fee, in the amount of \$250, is due and payable annually on the anniversary of the initial registration, until the vacant building is properly demolished or rehabilitated.
 - (3) Failure to pay the initial registration fee or any renewal fee, within 30 days of its due date, will result in a penalty in the amount of \$200, for each instance.
- H. Exemptions. A vacant building which has suffered fire damage or damage caused by extreme weather conditions will be exempt from the registration requirement for a period of 90 days after the date of the fire or extreme weather event, provided that the owner submits a request for exemption in writing to the Code Enforcement Officer. This request will include the following information supplied by the owner:
 - (1) The street address of the vacant building.
 - (2) The reason for an exemption.
 - (3) The names and addresses of the owner or owners. A post office box is not acceptable.
 - (4) A statement of intent to repair and reoccupy the vacant building in an expedient manner or the intent to demolish the vacant building.

§ 88-7. Property maintenance company registration.

- A. Any person, corporation, limited liability company or partnership responsible for maintaining a vacant building on behalf of any owner shall register with the Code Enforcement Officer no later than 30 days after commencing such maintenance responsibilities or not later than 30 days after being notified by a Code Enforcement Officer of the requirement to register. The registration shall be submitted on forms provided by the Code Enforcement Office and shall include, for each vacant building being maintained, the following information:
 - (1) The street address of the vacant building.
 - (2) The name, address, and telephone numbers of the registrant. If a registrant is a corporation, limited liability company or partnership, the address for each director, manager, or partner, as the case may be. The address must include a street address; a post office box is not acceptable.
 - (3) The name, address, and telephone number of a responsible natural person of the registrant who can be reached at all times during business and nonbusiness hours. The address must include a street address; a post office box is not acceptable.
 - (4) The name, address, and telephone number of the owner of the vacant building. If an owner is a corporation, limited liability company or partnership, contact information for a responsible natural person on behalf of the owner.
- B. The registrant shall, on an ongoing basis, immediately advise the Code Enforcement Officer of any changes to the information provided pursuant to Subsection A of this section, including additions to and/or deletions from the vacant buildings being maintained by the registrant.

§ 88-8. Vacant building and property maintenance.

- A. The owner of a vacant building will take such steps and perform such acts as may be required, from time to time, to ensure that the vacant building and the property remain safe and secure and do not present a hazard to adjoining property or the public. Owners are responsible for maintaining vacant buildings so that they do not become unsafe.
- B. The owner shall protect and maintain the exterior of a vacant building, as follows:
 - (1) Exterior walls, including foundations, shall be maintained so that water does not penetrate basements, cellars, or other interior areas. All exterior walls and foundations must be free of holes and crevices.
 - (2) Exterior doors, windows, skylights and similar openings shall be maintained secured and weathertight.
 - (3) Exterior stairs, porches, entrance platforms, fire escapes and the railings thereon shall be maintained in a safe and sound condition.
 - (4) Roofs shall be maintained in a weathertight condition, either with normal roofing material or other materials that are reasonably visually compatible with the existing roofing material and not unsightly.
 - (5) Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.
 - (6) Exterior surfaces shall be maintained in good condition. Surfaces not inherently resistant to

deterioration shall be treated with a protective coating of paint or other suitable preservative. There shall not be excessive flaking, peeling or chipping of any protective coating.

- (7) The coverings for windows and doors with glass may not consist of any substance sprayed onto the glass doors or windows. All enclosures shall be properly fitted and be of such material and surface that they are neither unsightly nor will materially detract from the general appearance of the building or the neighborhood and, when possible, secured by normal means.
- (8) The covering for broken doors and cracked or broken windows may consist of replacement glass, Plexiglas, boards, plywood or similar materials finished and maintained in a manner recommended and approved by the Code Enforcement Officer. The materials will be designed and of such color to blend in with the finish of the building.
- (9) Windows that are not cracked or broken may be covered with interior blinds, curtains, shades, or decorative paper.

C. The owner will maintain the property as follows:

- (1) There shall be no accumulation of garbage, refuse or debris.
- (2) The property shall be maintained free of insects, vermin and rodent harborage and infestation.
- (3) Junk vehicles, equipment, materials or personal property shall not be stored on the property.
- (4) If the vacant building is to remain vacant for more than 30 days, all fuel gas, water, and utilities shall be disconnected at the mains and water pipes drained and winterized. Prior to such disconnections, the vacant building shall be heated to avoid freezing pipes; fuel gas pipe systems shall be maintained gastight, safe and operative condition; and water pipes shall be maintained to avoid leaks and/or breakage.
- (5) Fuel tanks shall be maintained so as not to be a hazard or be discontinued in a manner consistent with the Uniform Code.
- (6) Swimming pools shall be maintained in a clean and sanitary condition, in good repair and properly fenced and secured.
- (7) Yards shall be trimmed and mowed, with the height of grass and weeds being no more than ten inches, and with all dead, damaged or diseased trees or shrubs, or any portion thereof, removed or replaced.

ARTICLE V Unsafe Buildings

§ 88-9. Findings; purpose.

Unsafe buildings pose a threat to life and property in the Town. Buildings and structures may become unsafe because of damage by fire, the elements, age or general deterioration. Vacant buildings not properly secured at doorways and windows also serve as an attractive nuisance for young children, who may suffer injury therein, as well as points of congregation by persons not having a legal or lawful claim of occupancy. A dilapidated building may also serve as a place of rodent infestation, thereby creating a health menace to the community. It is the purpose of this article to provide for the safety, health, protection and general welfare of the people and property in the Town by requiring such unsafe buildings to be repaired or demolished and removed.

§ 88-10. Investigation and report.

When a Code Enforcement Officer has reason to believe that a building is or may become dangerous or unsafe to the general public; is open at the doorways and windows, making it accessible to and an object of attraction to minors under 18 years of age, as well as to persons not having a legal or lawful claim of occupancy; is or may become a place of rodent infestation; presents any other danger to the health, safety, morals and general welfare of the public; or is unfit for the purposes for which it may lawfully be used, the Code Enforcement Officer shall cause or make an inspection thereof and report, in writing, to the Town Board findings and recommendations in regard to its repair or demolition and removal.

§ 88-11. Public hearing; notice; order to repair or remove.

- A. The Town Board shall consider such a report and, if in its opinion the report warrants, set a date for a public hearing on at least 10 days' notice to determine whether or not such a building can be safely repaired or should be demolished and removed.
- B. The notice of hearing shall be published once in the official Town newspaper, a copy shall be affixed to the building in question and a copy shall be either personally served on the owner or sent to the owner by certified mail.
- C. At the public hearing all interested parties shall be heard on the question of repair or demolition and removal of the building.
- D. The Town Board shall thereafter make an order either denying any action regarding the building; ordering its repair, if the same is feasible; or ordering its demolition and removal.
- E. If the Town Board order requires repair or demolition and removal, it shall also contain the following:
 - (1) The street address of the building.
 - (2) A statement of the particulars in which the building is unsafe or dangerous.
 - (3) An order outlining the way the building is to be made safe and secure or demolished and removed.
 - (4) A statement that the securing or removal of such building shall commence within 20 days of the service of the order and shall be completed within 45 days thereafter, unless for good cause shown such time shall be extended.

- (5) A statement that in the event of neglect or refusal to comply with the order to secure or demolish and remove the building, the Town Board is authorized to provide for its securing or demolition and removal, to assess all expenses thereof against the land on which it is located and to institute a special proceeding to collect the costs of demolition, including legal expenses.
- (6) The Town Board order shall be served to the owner, either personally or sent to the owner by certified mail and affixed to the building. Such a Town Board order will be deemed received upon personal delivery or three days in Ontario County or five days outside Ontario County after service by certified mail.

§ 88-12. Failure to comply with order.

In the event of the refusal or neglect of the owner to comply with said Town Board order, the Town Board shall provide for the repair or demolition and removal of such building or structure either by Town employees or by contract.

§ 88-13. Payment and assessment of costs.

- A. In a case where the Town has made repairs or demolished and removed such building, because of the failure of the owner to do so, the owner shall pay to the Town the costs thereof, within 20 days of service of a demand for payment issued by the Code Enforcement Officer. Such demand for payment shall be served on the owner personally or by certified mail and will be deemed received upon personal delivery or three days in Ontario County or five days outside Ontario County after service by first-class mail.
- B. Upon the failure of the owner to pay the above costs, the costs shall be deemed to be a civil penalty against the owner, personally. Such costs, if unpaid, shall also be assessed against the property on which such a building is located and shall be levied and collected in the same manner as provided in Article 15 of New York State Town Law for the levy and collection of a special ad valorem levy. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of the Town. The provisions of this section with respect to costs shall be in addition to any penalty imposed for violation of or noncompliance with any provision of this chapter.

ARTICLE VI Enforcement

§ 88-14. Notice of violation and order to remedy.

- A. The Code Enforcement Officer is hereby authorized to issue to an owner a notice of violation and order to remedy any condition or activity found to exist in, on or about any building or property in violation of the Uniform Code, the Energy Code or this chapter. The notice of violation and order to remedy shall:
- (1) Be in writing.
 - (2) Be dated and signed by a Code Enforcement Officer.
 - (3) Specify the condition or activity that violates the Uniform Code, the Energy Code or this chapter.
 - (4) Specify the provision or provisions of the Uniform Code, the Energy Code or this chapter which are violated by the specified condition or activity.
 - (5) Specify the period of time which the Code Enforcement Office deems to be reasonably necessary for achieving compliance.
 - (6) Direct that compliance be achieved within the specified period of time.
 - (7) State that corrective action may be taken by the Town if compliance is not achieved within the specified period of time and that the cost of such corrective action will be the responsibility of the owner and may be added to the Town taxes, become a lien against the property; and
 - (8) Advising the owner of the owner's rights to a hearing before the Town Board, in accordance with the procedures set forth in Subsection C of this section.
- B. The Code Enforcement Officer shall cause the notice of violation and order to remedy, or a copy thereof, to be served on the owner of the affected property personally or by certified mail.
- C. Hearing on notice of violation and order to remedy. The owner so served may request and shall be granted a hearing on the matter by the Town Board, provided that such an owner shall, within 48 hours after service is complete, file in the Office of the Town Clerk a signed, written notice of appeal, requesting a hearing and setting forth a brief statement of the reasons therefor. Upon receipt of such notice of appeal, the Town Clerk shall set a time and place for such a hearing and shall give the person appealing notice thereof. The hearing shall commence not later than 20 days after the request is made, provided that for good reasons the Town Supervisor, or a designee of the Town Supervisor, may postpone such hearing for a reasonable time. The Town Board shall determine such appeals as promptly as practicable. If, after the hearing, the Town Board finds that no violation exists or that such unusual, extraordinary or undue hardship occurs as a result of strict adherence to the notice of violation and order to remedy, it shall direct the Code Enforcement Officer to withdraw the notice of violation and order to remedy. If the Town Board finds that a violation does exist, it shall affirm the contents of such notice of violation and order to remedy and order compliance therewith, within the time prescribed therein.
- D. Upon the failure, neglect or refusal of the owner so notified to properly comply with a notice of

violation and order to remedy within the time prescribed therein, the Code Enforcement Officer is hereby authorized and empowered to correct any and all violations set forth in the notice of violation and order to remedy, either by Town employees or by contract.

- E. In a case where the Town has corrected any violation as a result of the failure of the owner to do so, the owner shall pay the Town the costs thereof, within 20 days of service of a demand for payment issued by the Code Enforcement Office. Such demand for payment shall be served on the owner personally or by certified mail and will be deemed received upon personal delivery or three days in Ontario County or five days outside Ontario County after service by certified mail.
- F. Upon the failure of the owner to pay the above costs, the costs shall be deemed to be a civil penalty against the owner, personally. Such costs, if unpaid, shall also be assessed against the property on which such a building is located and shall be levied and collected in the same manner as provided in Article 15 of the Town Law for the levy and collection of a special ad valorem levy. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of the Town. The provisions of this section with respect to costs shall be in addition to any penalty imposed for violation of or noncompliance with any provision of this chapter.
- G. Emergencies. If, in the judgment of the Code Enforcement Officer, a public health or welfare emergency exists, the procedures required by Subsections A, B, C and of this section shall not be required and the Code Enforcement Office shall immediately arrange to remedy such emergency with Town employees or by contract. The provisions of Subsections E and F of this section shall apply to such emergency cases.

§ 88-15. Appearance tickets.

The Code Enforcement Office and each Code Enforcement Officer are authorized to issue appearance tickets for any violation of this chapter, the Uniform Code or the Energy Code.

§ 88-16. Penalties for offenses.

Any owner or operator who shall violate any provision of this chapter shall be punishable by a fine of not less than \$500 and not more than \$1,000. Each day that a violation continues shall be deemed a separate offense.

§ 88-17. Civil penalties.

In lieu of an appearance ticket and a criminal remedy, any owner who violates any provision of the Uniform Code, the Energy Code or this chapter shall be liable to pay a civil penalty of not less than \$500 and not more than \$1,000 for each day, or part thereof, during which such violation continues. The civil penalties provided by this section shall be recoverable in an action instituted in the name of the Town.

§ 88-18. Injunctive relief.

An action or proceeding may be instituted in the name of the Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct or abate any violation of or to enforce any provision of the Uniform Code, the Energy Code or this chapter. In particular, but not by way of limitation, where a building or property is in violation of any provision of the Uniform Code, the Energy Code or this chapter, an action or proceeding may commence in the name of the Town, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or an abatement

of the condition in violation of such provision. No action or proceeding described in this section shall be commenced without the appropriate authorization from the Town Board.

§ 88-19. Remedies not exclusive.

No remedy or penalty specified in this article shall be the exclusive remedy or remedy available to address any violation described in this chapter, and each remedy or penalty specified in this article shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this chapter or in any other applicable law. Any remedy or penalty specified in this article may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty. In particular, but not by way of limitation, each remedy and penalty specified in this article shall be in addition to, and not in substitution for or limitation of, the penalties specified in Subdivision 2 of § 382 of New York State Executive Law, and any remedy or penalty specified in this article may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in Subdivision 2 of § 382 of New York State Executive Law.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned _____ acres or controlled by the applicant or project sponsor?				
4. Check all land uses that occur on, are adjoining or near the proposed action: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): </div> <div style="margin-top: 5px;"><input type="checkbox"/> Parkland</div>				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Wetland <input type="checkbox"/> Urban Suburban </div>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px; margin-top: 10px;"> a. Will storm water discharges flow to adjacent properties? </div> <div style="margin-left: 20px; margin-top: 10px;"> b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div style="border: 1px solid black; padding: 5px;"> <p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Applicant/sponsor/name: _____ Date: _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature: Title: _____ </div> </div>		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 9

Memo

To: The Town of Canandaigua Town Board

From: Michael Murphy, CFM

cc:

Date: 11/13/2024

Re: Addition of Town Code Chapter 77 titled Alarms.

The proposed local law enacts legislation relating to the maintenance of fire alarm systems located within the Town of Canandaigua. There has been an increase in false alarms causing unnecessary strain on emergency responders with responses for repeated issues related to the activation of an alarm system indicating an emergency when, in fact, no emergency situation exists. This new text code adoption will close a gap in the uniform building code whereas there exists a lack of prompt resolution for such issues triggering a false emergency response.

Chapter 77

ALARMS

§ 77-1.	Purpose.	§ 77-6.	Notice to owners.
§ 77-2.	Applicability.	§ 77-7.	Penalties for offences.
§ 77-3.	Definitions.	§ 77-8.	Enforcement.
§ 77-4.	Fire alarm standards and regulations.	§ 77-9.	Confidentiality of records.
§ 77-5.	Investigation of alleged violations.		

§ 77-1. Purpose.

The purpose of this chapter is to protect and promote the health, safety and general welfare of the residents of the Town of Canandaigua by reducing the number of avoidable alarms to the local fire departments and/or fire districts that serve our community. In addition, it is intended that this chapter will allow emergency response agencies to contact responsible people to notify them of an alarm activation.

§ 77-2. Applicability.

The provisions of this chapter shall apply to the use of a fire alarm system within the Town of Canandaigua.

§ 77-3. Definitions.

For the purpose of this chapter, certain words and phrases shall be construed herein as set forth in this section.

ALARM SYSTEM — Any mechanical or electrical device which emits a sound or transmits a signal or message when activated. Alarm systems include, but are not limited to, direct dial telephone devices, audible alarms and proprietor alarms. Devices which are not designed or used to register alarms that are audible, visible or perceptible outside of the protected building, structure or facility are not included within this definition, nor are auxiliary devices installed by the telephone company or a cable television company to protect its systems which might be damaged or disrupted by the use of an alarm system.

AVOIDABLE ALARM — The activation of an alarm system through mechanical failure, malfunction, improper installation or the negligence or intentional conduct of the owner, user, custodian or lessee of an alarm system, or his or her employees, tenants or agents, or through any other cause which, through direct connection to an emergency agency, or notification of an emergency agency by a private answering point or automatic dialing device or through notification to an emergency agency by any other second party or means, indicates that an emergency situation exists requiring an emergency response within the Town of Canandaigua, when, in fact, an emergency situation does not exist. An avoidable alarm also includes the knowing or intentional activation of an alarm to an emergency agency when the activator knows that an emergency situation does not exist. "Avoidable alarm" does not include alarms activated by violent conditions of nature, such as hurricanes, tornadoes, earthquakes or any other similar cause beyond the control of the user of an alarm system. Activation of an alarm system under any circumstances in which the activator reasonably believes that an emergency situation exists is not an avoidable alarm.

FALSE ALARM — The activation of an alarm system indicating an emergency situation when, in fact, no emergency situation exists.

FIRE ALARM SYSTEM - Any mechanical or electrical device which is designed or used for the detection of fire and which emits a sound or transmits a signal or message when activated. Fire alarm systems include but are not limited to direct dial telephone devices, audible alarms and proprietor alarms. Devices which are not designed or used to render alarms that are audible, visible or perceptible outside of the protected building, structure or facility are not included within this definition, nor are auxiliary devices installed by the telephone company or a cable television company to protect its systems which might be damaged or disrupted by the use of an alarm system.

FIRE DEPARTMENT – Any and all fire departments, fire districts, fire associations or fire companies providing a service within the Town of Canandaigua.

NOTICE — Written notice given by personal service upon the addressee or given by United States mail, postage prepaid, addressed to the person to be notified at his last known address.

OWNER — Any person who owns, leases, contracts for or otherwise obtains a fire alarm system.

TOWN – Town of Canandaigua.

§ 77-4. Fire alarm standards and regulations.

The following are minimum standards and regulations for the installation, construction and maintenance of all fire alarm systems installed within the Town:

- (1) Fire alarm systems and equipment shall be maintained in accordance with the current edition of New York State Fire Code.
- (2) Fire alarm systems shall not be tampered with in an action to disable or remove the system and or its equipment from proper use.
- (3) Alarm equipment shall be securely mounted to the building structure. A suitable moisture barrier shall be provided between equipment and exterior masonry walls.
- (4) There shall be no testing of alarms by any alarm business, alarm agents or subscribers or the subscribers' agents that would normally summon fire services unless such test is first cleared and verified through the Fire Department.
- (5) Users of alarm systems are to be thoroughly instructed verbally and in writing in the operation and testing of all equipment, standby power and procedures to be followed in the event of any avoidable alarm and recommended replacement periods of dry cell batteries.
- (6) All fire alarm systems shall be inspected annually by qualified service personnel as designated by the Town of Canandaigua Code Enforcement Office.
- (7) Notice containing the names and telephone numbers of the person(s) to be notified to render repair(s) or service and secure the premises during any hour of the day or night that the alarm is actuated. Such notice shall be posted near the alarm in such a position as to be legible. In lieu thereof, such a person may maintain such information with the Fire Department. In addition to the aforesaid information, the name, address and telephone number of a person having a key to the premises shall be provided to the Fire Department.
- (8) Fire Department officers or any peace officer may disable an audible alarm that has not been silenced prior to the expiration of a fifteen-minute period, and the Town nor the Fire Department, nor such official shall be liable for any damage that may result.

- (9) No person shall disable or reset an active alarm until it has been deemed safe by the appropriate fire or code enforcement official.
- (10) No person, except authorized public safety personnel, shall fail to leave or vacate premises in which a fire alarm has been activated or when there has been reported to be a fire or possible fire. No person shall reoccupy said premises until it is deemed safe by the appropriate fire or code enforcement official.

§ 77-5. Investigation of alleged violations.

- A. It shall be a violation of this chapter if:
 - (1) An fire alarm is triggered as a result of mechanical failure, malfunction, improper installation or the negligence of the owner, user or custodian; or
 - (2) A fire alarm is triggered intentionally and the person activating the alarm knows that an emergency situation does not, in fact, exist; and
 - (3) The triggering of a fire alarm results in notification to an emergency service provider that an emergency situation exists.
 - (4) Failure to adhere to the minimum standards and regulations of this chapter.
- B. It shall not be a violation of this chapter if:
 - (1) A fire alarm is triggered as a result of violent conditions of nature, including but not limited to hurricanes, blizzards, tornadoes, earthquakes or similar disasters; or
 - (2) A fire alarm is triggered and the person activating it reasonably believes that an emergency situation exists.

§ 77-6. Notice to owners.

Written notice shall be provided upon the occurrence of an avoidable alarm on the first and second occurrence in one year. Such notice shall state the fines as provided for in this chapter. Service of such notice shall be effective upon the completion of personal service or upon the placing of the same in the custody of the United States Postal Service.

§ 77-7. Penalties for offenses.

A violation of this chapter, or any portion thereof, is hereby declared to be an offense punishable by a fine as stated below or imprisonment for not exceeding 15 days, or by both such fine and imprisonment. Upon occurrence of a violation of this chapter, a Code Enforcement Officer will issue an appearance ticket subjecting the owner or occupant of the premises to the following fines:

- A. For the third avoidable alarm within one year, the owner shall be subject to a fine of \$200.
- B. For the fourth avoidable alarm within one year, the owner shall be subject to a fine of \$300.
- C. For each avoidable alarm thereafter within one year, the owner shall be subject to a fine of \$500.
- D. For each violation of § 77-4, the owner shall be subject to a fine of \$500.

§ 77-8. Enforcement.

All remedies shall be cumulative, and the use of one or more remedies by the Town shall not bar the use of any other remedy for the purpose of enforcing the provisions of this article. The amount of any permit fee or civil penalty shall be deemed a debt to the Town. An action may commence in the name of the Town in any court of competent jurisdiction for the amount of any delinquent permit fee or civil penalty.

§ 77-9. Confidentiality of records.

- A. Records of avoidable alarms of subscribers shall be deemed to be confidential.
- B. All information on applications pertaining to avoidable alarms shall not be deemed confidential insofar as it is necessary to conduct any litigation under this article or to be provided to appropriate officials for fire protection purposes.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:			State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:				
<input type="checkbox"/> Urban	<input type="checkbox"/> Rural (non-agriculture)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential (suburban)
<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Aquatic	Other(Specify):	
Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <div style="display: flex; justify-content: space-between; padding: 0 10px;"> <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> Wetland <input type="checkbox"/> Urban Suburban </div>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> Applicant/sponsor/name: _____ Signature: _____ </div> <div style="width: 35%;"> Date: _____ Title: _____ </div> </div>		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

 Name of Lead Agency

 Date

 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 10

Crystelyn Laske

From: Chris Nadler <cnadler@cnadlerlaw.com>
Sent: Saturday, November 9, 2024 11:51 AM
To: Michael Murphy
Cc: Brabant, Lance; Sarah Reynolds; Crystelyn Laske; Cooper, Eric; John Falbo
Subject: Re: Indoor Sports Facility Easement Review

Follow Up Flag: Follow up
Flag Status: Completed

This version is acceptable.

Chris

Christian M. Nadler, Esq.

LAW OFFICES OF

CHRISTIAN M NADLER

Phone # 585-315-4767

On Nov 8, 2024, at 10:50 AM, Michael Murphy <mmurphy@townofcanandaigua.org> wrote:

You are correct that one is the same as the original attached is the second version updated from Chris's comments and signed on October 4th.

Michael Murphy, CFM
Lead Code Enforcement Officer
Cell: (585)314-9699

From: Chris Nadler <cnadler@cnadlerlaw.com>
Sent: Thursday, November 7, 2024 9:00:35 PM
To: Brabant, Lance <lance.brabant@mrbgroup.com>
Cc: Michael Murphy <mmurphy@townofcanandaigua.org>; Sarah Reynolds <sreynolds@townofcanandaigua.org>; Crystelyn Laske <claske@townofcanandaigua.org>; Cooper, Eric <Eric.Cooper@mrbgroup.com>; John Falbo <JFalbo@townofcanandaigua.org>
Subject: Re: Indoor Sports Facility Easement Review

The proposed easement is not acceptable. None of the changes required by my previous conditional approval have been made.

Chris

Christian M. Nadler, Esq.

LAW OFFICES OF

CHRISTIAN M NADLER

Phone # 585-315-4767

On Nov 6, 2024, at 8:46 AM, Brabant, Lance
<Lance.Brabant@mrbgroup.com> wrote:

I believe this is everything that was received with regards to the easements.

LANCE BRABANT | MRB Group | 585.314.1667

From: Michael Murphy <mmurphy@townofcanandaigua.org>

Sent: Tuesday, November 5, 2024 9:02 PM

To: Brabant, Lance <Lance.Brabant@mrbgroup.com>; cnadler@cnadlerlaw.com

Cc: Sarah Reynolds <sreynolds@townofcanandaigua.org>; Crystelyn Laske <claske@townofcanandaigua.org>; Cooper, Eric <Eric.Cooper@mrbgroup.com>; John Falbo <JFalbo@townofcanandaigua.org>

Subject: Re: Indoor Sports Facility Easement Review

I believe they were previously sent but I also have copies in the office. Once I get in tomorrow morning, I will send them to you.

Michael Murphy
Code Enforcement Officer
Town of Canandaigua

From: Chris Nadler <cnadler@cnadlerlaw.com>

Sent: Tuesday, November 5, 2024 8:57:23 PM

To: Brabant, Lance <lance.brabant@mrbgroup.com>

Cc: Michael Murphy <mmurphy@townofcanandaigua.org>; Sarah Reynolds <sreynolds@townofcanandaigua.org>; Crystelyn Laske <claske@townofcanandaigua.org>; Cooper, Eric <Eric.Cooper@mrbgroup.com>; John Falbo <JFalbo@townofcanandaigua.org>

Subject: Re: Indoor Sports Facility Easement Review

These are the proposed descriptions for the required easements. Applicant will need to provide the proposed easements for review.

Chris
Christian M. Nadler, Esq.
LAW OFFICES OF
CHRISTIAN M NADLER
Phone # 585-315-4767

On Oct 31, 2024, at 3:43 PM, Brabant, Lance
<Lance.Brabant@mrbgroup.com> wrote:

Please see the attached letter of approval regarding our review of the Stormwater Access & Maintenance Easement and the Sidewalk Easement to the Town of Canandaigua. Please note that Chris has not yet looked these over and will need to provide an approval prior to be placed onto a Town Board agenda. Hard copies of the MRB review will be forth coming. If you have any questions and/or comments, please do not hesitate to contact us.

Thank you.

LANCE BRABANT

Director of Planning & Environmental Services
Direct 585.340.3606
Cell 585.314.1667

<image001.png>

The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620
Office 585.381.9250

MRBGroup.com
Advancing Communities

<Indoor Sports Facility Easement Review Letter Package - 2024-10-31.pdf>

<mime-attachment>

<23-033 SURVEY BASE-EASEMENT PLAN.pdf>

<Gilbert Easement Approval Letter.pdf>

<Gilbert Sports Facility - Access Easement Lanuage.pdf>

<Indoor Sports Facility Easement Review Letter Package - 2024-10-31.pdf>

<IMG_1912.jpeg>

<REVISED ACCESS EASEMENT 2625 Hanna Rd LLC.doc>

October 31, 2024

Sarah Reynolds, Town Planner
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424

RE: INDOOR SPORTS FACILITY – 2625 COUNTY ROAD 22
FINAL SITE PLAN – EASEMENT REVIEW
TAX MAP NO. 71.00-1-21.141
CPN NO. 23-100
MRB GROUP PROJECT NO. 0300.12001.000 PHASE 349

Dear Ms. Reynolds:

MRB Group has completed a review of easement descriptions and mapping received on October 30, 2024, for the final site plan for the above referenced project, prepared by Marks Engineering for the following:

- Proposed Stormwater Access & Maintenance Easement
- Proposed Sidewalk Easement

Based on our review of the above-referenced boundary descriptions and easement mapping, we find the documents to be accurate and complete. These will need to be forwarded to the Town Attorney for review and approval of the legal documents as required by the Town of Canandaigua. Once approved by the Town Attorney, all documents are to be signed and provided in their original form to the Town Clerk prior to being placed onto a Town Board agenda for acceptance.

Any questions and/or comments you may have in this regard, please feel free to contact us at your earliest convenience.

Sincerely,



Eric A. Cooper, AICP
Senior Planning Associate

Enc. Proposed Stormwater Access & Maintenance and Sidewalk Easement Descriptions and Mapping

C Gregory Hotaling, PE – MRB Group
 Lance Brabant – MRB Group
 Christian Nadler – Town Attorney
 Crystelyn Laske, Town Clerk

Proposed Description of a Stormwater Access
& Maintenance Easement area
Town of Canandaigua
2625 Hanna Road, LLC
2625 County Road 22, Canandaigua, New York

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

Commencing at a point on the center line of County Road 22, said point being 750.5 feet, plus or minus, northerly of the center line intersection of County Road 4, thence; N 48°56'25" E a distance of 25.60 feet to a point on the easterly road line of County Road 22, thence; Along the easterly road line of County Road 22, N 26°16'20" W a distance of 59.50 feet to the true point or place of beginning, thence:

1. continuing along said road line N 26°16'20" W a distance of 20.00 feet to a point, thence;
2. N 63°39'26" E a distance of 23.63 feet to a point, thence;
3. N 48°56'25" E a distance of 478.16 feet to a point, thence;
4. N 41°03'35" W a distance of 159.51 feet to a point, thence;
5. N 48°56'25" E a distance of 76.59 feet to a point, thence;
6. N 68°54'12" E a distance of 138.65 feet to a point, thence;
7. S 21°05'48" E a distance of 68.85 feet to a point, thence;
8. S 66°46'52" W a distance of 136.54 feet to a point, thence;
9. S 48°56'25" W a distance of 33.43 feet to a point, thence;
10. S 41°03'35" E a distance of 109.30 feet to a point, thence;
11. S 48°56'25" W a distance of 500.75 feet to a point, thence;
12. S 63°39'26" W a distance of 26.24 feet to a point to the point of beginning. All as shown on an Easement Plan of Land of 2625 Hanna Road, LLC by Marks Engineering, dated October 28, 2024, job no. 23-033

Proposed Description of a Sidewalk Easement
Town of Canandaigua
2625 Hanna Road, LLC
2625 County Road 22, Canandaigua, New York

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

Commencing at a point on the center line of County Road 22, said point being 750.5 feet, plus or minus, northerly of the center line intersection of County Road 4, thence; N 48°56'25" E a distance of 25.60 feet to a point on the easterly road line of County Road 22 being the true point or place of beginning, thence:

13. along the easterly road line of County Road 22 N 26°16'20" W a distance of 250.00 feet to a point, thence;
14. N 48°56'25" E a distance of 15.51 feet to a point, thence;
15. S 26°16'20" E a distance of 250.00 feet to a point, thence;
16. S 48°56'25" W a distance of 15.51 feet to the point of beginning. All as shown on an Easement Plan of Land of 2625 Hanna Road, LLC by Marks Engineering, dated October 28, 2024, job no. 23-033

**ACCESS EASEMENT
TO THE TOWN OF CANANDAIGUA
2625 County Road 22 (Hanna Rd) Canandaigua, NY / 71.00-1-21.141**

THIS EASEMENT is made this 2nd day of October 2024 by and between 2625 Hanna Rd. LLC, having an address of 5026 W Ridge Run, Canandaigua, New York, hereinafter referred to as "Grantor"; and the **TOWN OF CANANDAIGUA**, a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua, New York 14424, hereinafter referred to as "Grantee".

Grantor is the owner of certain premises known as 2625 Hanna Rd LLC located in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number 71.00-1-21.141, hereinafter referred to as the "Premises."

Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain an access and/or right-of-way and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by David Parinello dated July 10th, 2024, attached hereto, hereinafter referred to as the "Easement Area". October 28

The Easement Area is part of the Premises conveyed to Grantor by deed dated January 4, 2023, and recorded in the Ontario County Clerk's Office in Liber 1511 of Deeds at Page 286.

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

Grantor(s) hereby grant, release and convey to Grantee, its successors, lessees, special districts and/or assigns forever, a permanent easement and right-of-way allowing for ingress and egress, for the use of the Town, whether by pedestrian traffic, by motor vehicles of any type, by human powered vehicles or by animals, over the easement area, as well as the maintenance thereof, as shown on the attached survey prepared by David Parinello, bearing Job No. 23-033 and dated July 10, 2024, plus ten (10) feet on either side of the easement area, as shown on the aforesaid survey. October 28

Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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

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

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

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

The land of Grantor adjacent to the Easement Area is not relieved by reason of the grant therefrom from the obligation to pay whatever sewer or water charges may be annually assessed and levied on such adjacent land by the town pursuant to the power conferred by statute.

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

GRANTOR:

By: [Signature]
Name: Evan Gilbert
Title: Managing Member

GRANTEE: Town of Canandaigua

By: _____
Name: _____
Title: _____

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the 4th day of October, 2024, before me, personally appeared Evan Gilbert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the _____ day of _____, 20____, before me, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public



Schedule A

Proposed Description of a Stormwater Access
& Maintenance Easement area
Town of Canandaigua
2625 Hanna Road, LLC
2625 County Road 22, Canandaigua, New York

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

Commencing at a point on the center line of County Road 22, said point being 750.5 feet, plus or minus, northerly of the center line intersection of County Road 4, thence; N 48°56'25" E a distance of 25.60 feet to a point on the easterly road line of County Road 22, thence; Along the easterly road line of County Road 22, N 26°16'20" W a distance of 59.50 feet to the true point or place of beginning, thence:

1. continuing along said road line N 26°16'20" W a distance of 20.00 feet to a point, thence;
2. N 63°39'26" E a distance of 23.63 feet to a point, thence;
3. N 48°56'25" E a distance of 478.16 feet to a point, thence;
4. N 41°03'35" W a distance of 159.51 feet to a point, thence;
5. N 48°56'25" E a distance of 76.59 feet to a point, thence;
6. N 68°54'12" E a distance of 138.65 feet to a point, thence;
7. S 21°05'48" E a distance of 68.85 feet to a point, thence;
8. S 66°46'52" W a distance of 136.54 feet to a point, thence;
9. S 48°56'25" W a distance of 33.43 feet to a point, thence;
10. S 41°03'35" E a distance of 109.30 feet to a point, thence;
11. S 48°56'25" W a distance of 500.75 feet to a point, thence;
12. S 63°39'26" W a distance of 26.24 feet to a point to the point of beginning. All as shown on an Easement Plan of Land of 2625 Hanna Road, LLC by Marks Engineering, dated October 28, 2024, job no. 23-033

Schedule A

Proposed Description of a Sidewalk Easement
Town of Canandaigua
2625 Hanna Road, LLC
2625 County Road 22, Canandaigua, New York

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

Commencing at a point on the center line of County Road 22, said point being 750.5 feet, plus or minus, northerly of the center line intersection of County Road 4, thence; N 48°56'25" E a distance of 25.60 feet to a point on the easterly road line of County Road 22 being the true point or place of beginning, thence:

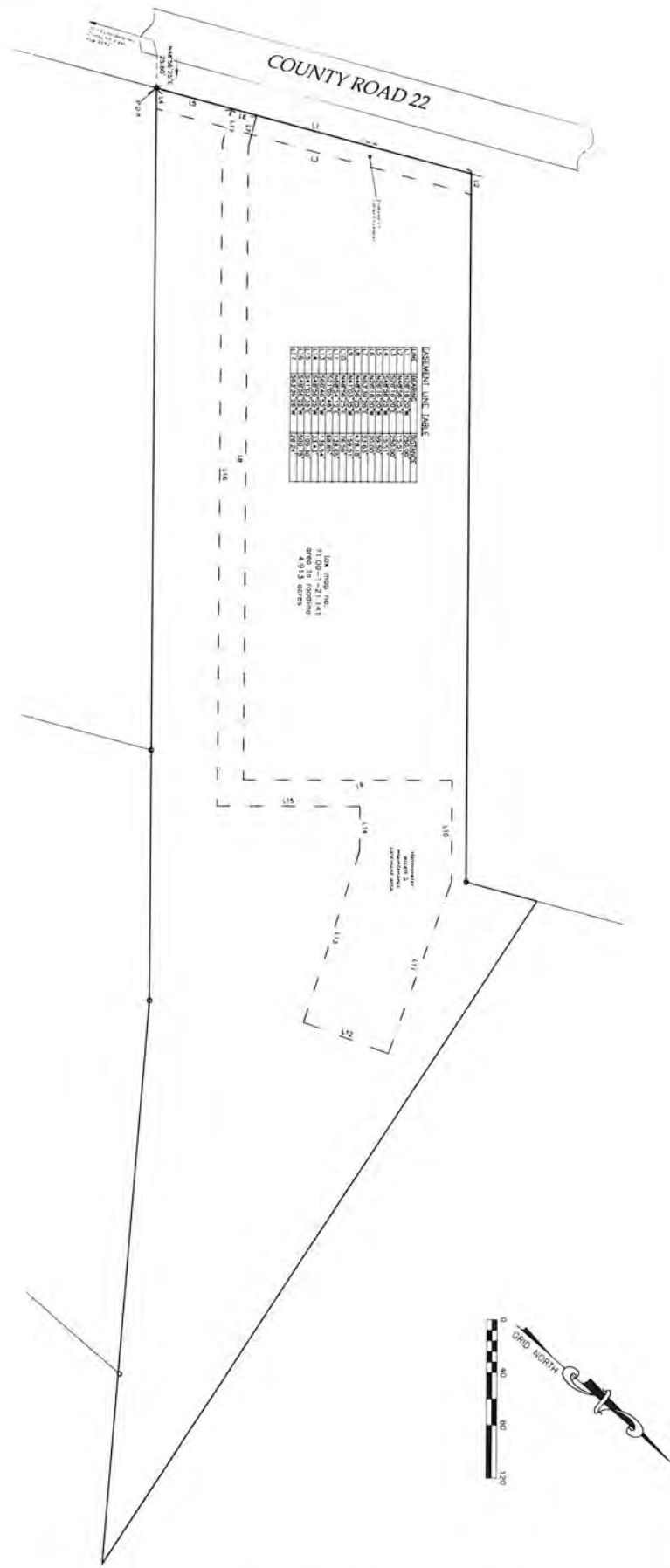
13. along the easterly road line of County Road 22 N 26°16'20" W a distance of 250.00 feet to a point, thence;
14. N 48°56'25" E a distance of 15.51 feet to a point, thence;
15. S 26°16'20" E a distance of 250.00 feet to a point, thence;
16. S 48°56'25" W a distance of 15.51 feet to the point of beginning. All as shown on an Easement Plan of Land of 2625 Hanna Road, LLC by Marks Engineering, dated October 28, 2024, job no. 23-033

LEGEND

1. Easement	2. Easement	3. Easement	4. Easement
5. Easement	6. Easement	7. Easement	8. Easement
9. Easement	10. Easement	11. Easement	12. Easement
13. Easement	14. Easement	15. Easement	16. Easement
17. Easement	18. Easement	19. Easement	20. Easement
21. Easement	22. Easement	23. Easement	24. Easement
25. Easement	26. Easement	27. Easement	28. Easement
29. Easement	30. Easement	31. Easement	32. Easement
33. Easement	34. Easement	35. Easement	36. Easement
37. Easement	38. Easement	39. Easement	40. Easement
41. Easement	42. Easement	43. Easement	44. Easement
45. Easement	46. Easement	47. Easement	48. Easement
49. Easement	50. Easement	51. Easement	52. Easement
53. Easement	54. Easement	55. Easement	56. Easement
57. Easement	58. Easement	59. Easement	60. Easement
61. Easement	62. Easement	63. Easement	64. Easement
65. Easement	66. Easement	67. Easement	68. Easement
69. Easement	70. Easement	71. Easement	72. Easement
73. Easement	74. Easement	75. Easement	76. Easement
77. Easement	78. Easement	79. Easement	80. Easement
81. Easement	82. Easement	83. Easement	84. Easement
85. Easement	86. Easement	87. Easement	88. Easement
89. Easement	90. Easement	91. Easement	92. Easement
93. Easement	94. Easement	95. Easement	96. Easement
97. Easement	98. Easement	99. Easement	100. Easement

MAP REFERENCE & NOTES

1. MAP NOS. 23329, 23331, 23315
 2. HORIZONTAL DATUM: NAD83
 3. VERTICAL DATUM: NAVD83
 4. THIS PLAN IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES
 THAT AN UPDATED SEARCH OF TITLE MAY REVEAL



I CERTIFY THAT THIS PLAN WAS PREPARED
 OCTOBER 28, 2024 FROM NOTES OF AN
 SURVEY CONDUCTED ON THE LANDS
 MARCH 6, 2023 AND FROM VIDEOS
 REFERENCED HEREIN.
 DAVID W. D'AMORELO NYS 594924

PLAT COUNTY OF ONTARIO STATE OF NEW YORK	EASEMENT PLAN OF LAND OF 2625 HANNA ROAD, LLC SHOWING LAND IN 2625 COUNTY ROAD 22 TOWN OF CANANDAIGUA	EASEMENTS AND APPROVALS (Table with columns for Name, Date, and Remarks)	STATE OF NEW YORK COUNTY OF ONTARIO (Seal)	STAMP	MarksEngineering 4555 ROUTE 5 & 12 CANANDAIGUA, NY 14604 Phone: 716.931.2222 Fax: 716.931.2222 www.marksengineering.com
	COUNTY OF ONTARIO STATE OF NEW YORK	STAMP	STAMP	STAMP	

ATTACHMENT 11

WATER QUALITY and FLOOD RESILIENCY EASEMENT

THIS EASEMENT is made this _____ day of _____, 20____, by and between The **Canandaigua National Bank and Trust (Outhouse Testamentary Trustee)**, having an address of 72 South Main Street, Canandaigua, NY 14424, as Trustee Under the Will of Richard P. Outhouse, with individual trusts on behalf of:

Linda S. Lunser, owning a 1/8 interest;
Ruth M. Dibble, owning a 1/8 interest;
Richard Harrison Dibble, Owning a 1/4 interest;
Anthony F. Lunser, owning a 1/4 interest;
Christine R. Dibble, owning a 1/8 interest; and
Daniel Lunser, owning a 1/8 interest

, hereinafter referred to as the "Grantor"; and the **Town of Canandaigua**, a municipal corporation, having its main office at 5440 State Rt. 5&20, Canandaigua, New York 14424, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises known as Vacant Farmland on County Road 30 located in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number 83.00-1-35.100, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a 1.00-acre water quality and flood resiliency easement over a portion of the Premises as more fully described on Schedule A attached hereto and as shown on the map attached hereto as Schedule B prepared by the MRB Group dated October, 2024, hereinafter referred to as the "Easement Area". The Easement Area is in the Sucker Brook subwatershed of Canandaigua Lake. The Water Quality And Flood Resiliency Easement will be part of an overall set of projects to help protect the water quality of Canandaigua Lake and reduce flooding issues on downstream roads and properties in the Canandaigua Lake watershed.

The Easement Area is part of the Premises conveyed to Grantor and recorded March 2, 2012, in the Ontario County Clerk's Office in Liber 1274 of Deeds at Page 639.

In consideration of five thousand dollars (\$5,000.00), the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent water quality and flood resiliency easement over the Easement Area totaling 1.00 acre, to construct, maintain, reconstruct, repair, use, lay, place and remove one or more stormwater management areas with improvements, thereto for the water quality treatment and peak flow reduction of water draining in the Sucker Brook subwatershed of Canandaigua Lake, with ingress and egress to construct, reconstruct, maintain, inspect, repair, replace, remove, use, operate and alter the same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment and proper functioning of this easement and right-of-way.

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

The Grantee shall restore, at its expense, any damage to the lands of the Grantor outside of the Easement Area that may be caused by the Grantee's use of the Easement Area as contemplated herein, and shall return the lands of the Grantor outside of the Easement Area that may be disturbed during its construction, installation, maintenance, repair, placement or other use of the Easement Area. Furthermore, Grantee shall indemnify and hold Grantor harmless for any loss suffered by Grantor resulting from Grantee's use of the Easement Area.

The Grantee shall have the right and privilege at any time to enter upon and use the driveway access from County Road 30 to the Easement Area in order to exercise any of the rights granted to Grantee in this Easement. The Grantee will restore, at its expense any damage to the driveway access so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration. Grantee's use of the Driveway and/or Easement Area shall not unreasonably interfere with the use by Grantor, their, agents, distributees, successors, and assigns, of the Grantor's lands outside of the Easement Area.

Grantor for itself, its agents, distributees, successors and assigns covenants and agrees that no buildings or structures shall be constructed, nor shall trees be planted, nor shall land disturbing activities, including agricultural production, take place, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting, or any other land disturbance within the limits of said Easement Area.

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area and the driveway access from County Road 30 to the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the Easement Area or driveway access, or any part thereof without liability to the Grantor.

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

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

**The Canandaigua National
Bank and Trust Company**

By: _____

James F. Lieb, SVP
Outhouse Testamentary Trustee

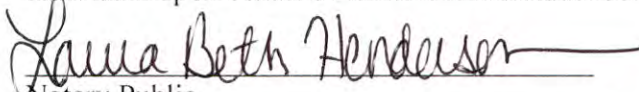
Town of Canandaigua

By: _____

Jared Simpson, Supervisor
Town of Canandaigua

STATE OF NEW YORK]
COUNTY OF MONROE] ss:

On the 18th day of November, 2024, before me, personally appeared **James F. Lieb**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA BETH HENDERSON
Notary Public, State of New York
Monroe County Reg. #01HE6253038
Commission Expires 12/19/2027

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the _____ day of _____, 20____, before me, 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 entity upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario and State of New York, as shown on a map M-1 and entitled "Permanent Storm Drainage Easement" and designated as parcel P-1, prepared by MRB Group, D.P.C. and dated 9/2024, and bounded and described as follows:

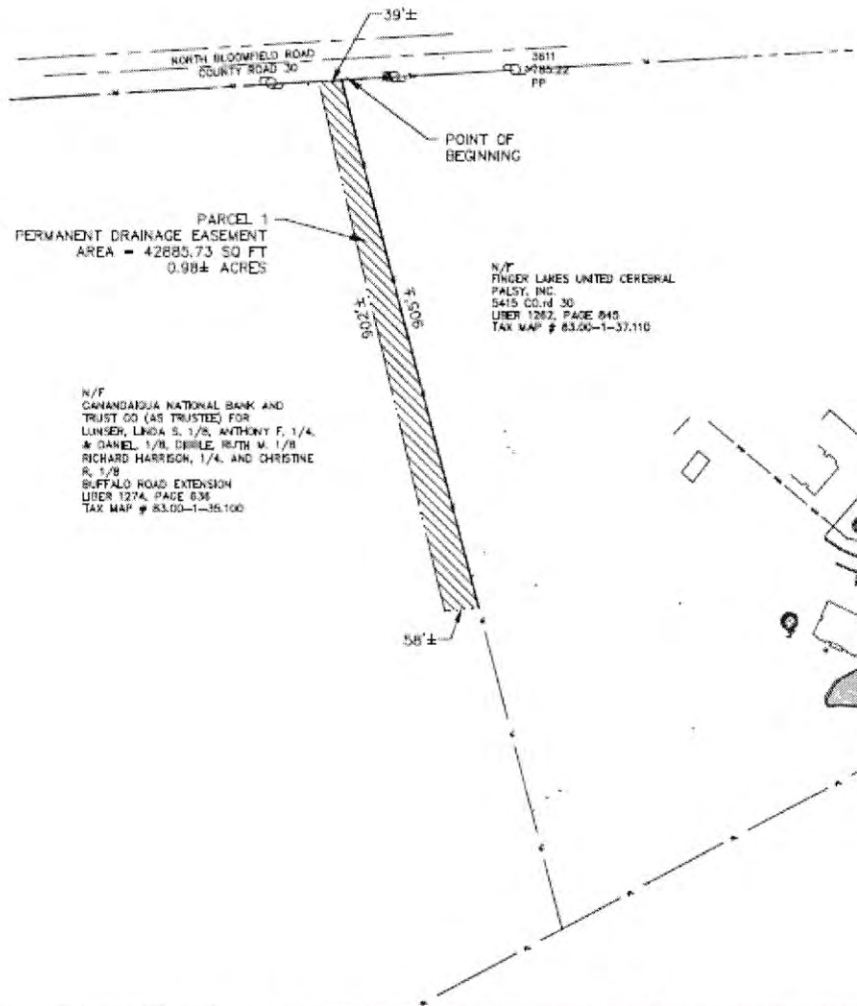
Beginning at the intersection of the existing common division line between Tax Map Parcel 83.00-1-35.100 with Tax Map Parcel 83.00-1-37.110 with the exiting southerly easterly highway boundary of County Road 30 (North Bloomfield Road); thence

1. Southerly, along the last mentioned existing common division line a distance of 905'± to a point; thence
2. Southerly, Through lands of Tax Map Parcel 83.00-1-35.100 a distance of 58.'± to an angle point; thence
3. Northerly, continuing through lands of Tax Map Parcel 83.00-1-35.100 a distance of 902'± to a point at its intersection with an existing southerly highway boundary of County Road 30 (North Bloomfield Road); thence
4. Easterly, along the last-mentioned existing highway boundary a distance of 39'± to the point and place of beginning containing 42,885.7 square feet or 0.98± acres of land more or less.

SCHEDULE B

TAX MAP NUMBER 83.00-1-35.100
 OWNER N/F CANANDAIGUA NATIONAL BANK
 AND TRUST CO AS TRUSTEE
 STREET ADDRESS BUFFALO STREET EXTENSION

MAP No. 1
 PARCEL No. 1 PE



PERMANENT DRAINAGE EASEMENT TO TOWN OF CANANDAIGUA TOWN OF CANANDAIGUA ONTARIO COUNTY, NEW YORK

Unauthorized alteration or addition to a
 survey map bearing a Licensed Land
 Surveyor's seal is in violation of Article
 148, Section 7209, Subdivision 2 of the
 New York State Education Law.

Copies from the original of this survey map
 not marked with an original of the licensed
 land surveyor's hand seal or his endorsement
 and shall not be considered to be a valid
 true copy.

Certifications shown herein shall run only
 to the person for whom the survey is
 prepared and, on his behalf, to the Title
 Company, Government Agency, and Lending
 Institution listed herein, and to the owner
 of the Lending Institution. Certifications
 are not transferable to additional institu-
 tions or subsequent owners.

Scale: 1" = 200'
 Date: 10/2024
 Project: 3405.24001

MRB group

Engineering, Architecture & Surveying, D.P.C.
 The Corner Road Agency, 141 Colton Road, Suite 300, Rochester, New York 14620
 (Phone: 585.381.9283)
www.mrbgroup.com

All Rights Reserved
 MRB Group
 Copyright © 2024

ATTACHMENT 12

Quote Id: 31367314

Prepared For:
TOWN OF CANANDAIGUA



Prepared By: **SHEARING JEFF**

Five Star Equipment, Inc.
60 Paul Road
Rochester, NY 14624

Tel: 585-235-3011
Mobile Phone: 585-755-1959
Fax: 585-436-8255
Email: jshearing@fivestarequipment.com

Date: 22 July 2024

Offer Expires: 29 July 2024

Confidential

Quote Summary**Prepared For:**

TOWN OF CANANDAIGUA
5440 STATE ROUTE 5 AND 20
CANANDAIGUA, NY 14424
Home: 585-394-3300
Business: 585-394-1120
Mobile: 585-281-7113
PAYABLES@TOWNOFCANANDAIGUA.ORG

Prepared By:

SHEARING JEFF
Five Star Equipment, Inc.
60 Paul Road
Rochester, NY 14624
Phone: 585-235-3011
Mobile: 585-755-1959
jshearing@fivestarequipment.com

Quote Id: 31367314
Created On: 22 July 2024
Last Modified On: 17 September 2024
Expiration Date: 29 July 2024

Equipment Summary	Selling Price	Qty	Extended
2024 JOHN DEERE 210 P-Tier Excavator ~ NYS OGS PC70139; Sourcewell Contract 032119-JDC John Deere Extended Warranty- Powertrain & Hydraulic, 4000Total Hours or 84Total Months, \$ 0.00 Deductible	\$ 266,830.09 X	1 =	\$ 266,830.09
	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 266,830.09

Quote Summary

Equipment Total	\$ 266,830.09
Doc Fee CCE	\$ 0.00
Doc Fee CE	\$ 0.00
UCC Filing Fee	\$ 40.00
SubTotal	\$ 266,870.09
Total	\$ 266,870.09
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 266,870.09

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31367314

Customer: TOWN OF CANANDAIGUA

2024 JOHN DEERE 210 P-Tier Excavator ~ NYS OGS PC70139; Sourcewell Contract 032119-JDC

Hours:

Stock Number:

Code	Description	Qty
04E0FF	210 P-Tier Excavator	1

Standard Options - Per Unit

170K	JDLink™	1
0202	Destination Code - United States	1
0259	English Customer Delivery Packet	1
0603	Level 3	1
1101	Right, Rear and Left Camera System	1
2000	Less Grade Reference Ready Mounts	1
2021	Less: Laser Catcher	1
4019	John Deere PowerTech PVS 6.8L meets FT4/EU Stage IV Emissions	1
5710	800mm (32 in) Steel Track with Triple Semi-Grouser Shoes	1
6570	Counterweight	1
6631	Lower Frame, Bottom Cover	1
6667	One Piece Boom w/Arm Cyl. and Plumbing	1
6717	Arm: Standard	1
7001	Auxiliary High-Flow Lines with AFL and Auxiliary Relief Pressure Adjustment	1
7020	Less: Two Pump Combined Flow	1
7041	Hydraulic Coupler Ready Lines and Controls	1
7800	Less: Bucket	1
8124	Fuel Filter, Severe-Duty	1
8500	Cold Weather Package	1
8501	Debris Package	1

Dealer Attachments

ML200-4 Multi-Lock Pin Grab Coupler	1
HT200 Main Pin Hydraulic Thumb	1
48" HD Bucket with TK Teeth and Esco Wear Shrouds	1
60" Ditching Bucket with BOE	2
Dead Pins	1

Service Agreements

John Deere Extended Warranty -

Selling Equipment



Quote Id: 31367314

Customer: TOWN OF CANANDAIGUA

Other Charges	
31.5% Sourcewell Discount Off List	1

Extended Warranty Proposal

**2024 JOHN DEERE 210 P-Tier Excavator ~ NYS OGS PC70139; Sourcewell
Contract 032119-JDC**

Date : September 17, 2024

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Governmental	Deductible	\$ 0.00
Equipment Type	210PA EXCAVATOR	Coverage	Powertrain & Hydraulic	List	\$ 0.00
Model	210PA EXCAVATOR	Total Months	84		
Country		Total Hours	4000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

ATTACHMENT 13

Town of Canandaigua

Workplace Violence Prevention Program

Effective Date: 11/13/24

Reviewed: 11/04/24

Table of Contents	Page
1. Introduction.....	2
○ What is Workplace Violence?	
○ What is the New York State Workplace Violence Prevention Law?	
○ Purpose of this Program	
2. Policy.....	2
3. Definitions.....	3
4. Risk Assessment.....	4
5. Controls and Procedures.....	5
○ Hierarchy of Controls	
○ Selected Controls	
6. Prevention.....	6
○ Early Warning Signs of Potential Violence	
○ Workplace Issues that May Trigger Violence	
7. Reporting an Incident.....	7
8. Post-Incident Response.....	7
9. Employee Assistance.....	8
10. Employee Training Outline.....	8
11. Recordkeeping Requirements.....	8
12. Program Review.....	9
13. Responsibilities.....	9
14. Attachments.....	10
○ Town of Canandaigua Workplace Violence Program Committee.....	12
○ Town of Canandaigua Workplace Violence Policy Statements.....	14
○ Identified Risks and Selected Controls.....	16
○ Incident Reporting Form.....	20
○ NYS Department of Labor guidance for responding to violence and/or threats.....	22
○ Bomb Threat Checklist.....	26

Introduction

What is Workplace Violence?

Workplace violence refers to any physical assault, threatening behavior, or verbal abuse occurring where a public employee performs any work-related duty. This includes but is not limited to:

- An attempt or threat, whether verbal or physical, to inflict injury upon an employee.
- Any intentional display of force which gives an employee reason to fear bodily harm.
- Intentional and wrongful physical contact without consent that results in injury.
- Stalking with intent to cause fear for the employee's safety, when the stalking arises through employment duties.

What is the New York State Workplace Violence Prevention Law?

New York State Labor Law Section 27-b, enacted on June 7, 2006, requires public employers to conduct a workplace evaluation and develop programs to prevent workplace violence. The goal of this legislation is to regularly assess the risk of workplace violence and implement preventive measures to ensure the safety of public employees.

Purpose of This Program

The purpose of the Town of Canandaigua Workplace Violence Prevention Program is to inform and protect employees from workplace violence. The program aims to reduce the risk of violent incidents and ensure that all threats or acts of violence are taken seriously and addressed immediately.

Policy

The Town of Canandaigua is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Town of Canandaigua property or work sites will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect amongst staff and clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law included a workplace evaluation that was designed to identify the workplace violence hazards our employees could be exposed to. Other tools that were utilized during this process included establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and co-investigating workplace violence incidents or allegations (**ATTACHMENT A**). All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. Those identified as members of the Town of Canandaigua Workplace Violence Program Committee will be responsible for this response and coordination of resources. If appropriate, the Town of Canandaigua will provide counseling services or referrals for employees.

See *ATTACHMENT B* for Town of Canandaigua adopted Policy Statement

-3-

Definitions

Workplace: Any location away from an employee's domicile where an employee performs work-related duties, either permanently or temporarily.

Workplace Violence: Includes any physical assault or aggressive behavior occurring at a worksite, including but not limited to:

- An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee.
- Any intentional display of force which would give an employee reason to fear or expect bodily harm.
- Intentional and wrongful physical contact with a person without his or her consent that entails some injury.
- Stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Workplace Violence Categories:

- *Violence by Strangers/Criminal Intent:* The person committing this type of violence has NO legitimate relationship with the Town and/or our employee. The employee is usually injured in conjunction with a crime such as robbery, shoplifting or trespassing.
- *Violence by Customer/Client:* The person committing this type of violence DOES have a legitimate relationship with the Town and/or our employee. The person could be a customer, resident, student, prisoner or any individual being provided a service by our employee.
- *Violence by Co-Worker:* The person committing this type of violence is a current or former employee who attacks or threatens an employee in the workplace. Included in this category is violence between supervisors and subordinates and violence between peers.
- *Violence by Personal Relationship:* The person committing this type of violence may not have a relationship with the Town but does have a personal relationship with the intended victim. This category includes the “spill over” into the workplace of victims of domestic violence who are assaulted or threatened while at work, and individuals who bring a personal dispute to the workplace.

Imminent Danger: A condition that could reasonably result in death or serious harm.

Retaliatory Action: Discrimination, demotion, or adverse employment action against an employee who reports workplace violence.

Serious Physical Harm: Any injury that risks death, causes disfigurement, or leads to a long-term impairment of a bodily organ, or a sexual offense as defined in Article 130 of the Penal Law.

-4-

Risk Assessment

Workplace Risk Assessment

The Town of Canandaigua has conducted an assessment to identify potential workplace violence risks. This includes reviewing:

- Occupational injury and illness logs.
- Workers’ compensation reports.
- Past incident reports.
- Existing policies and practices.

The assessment revealed specific risk factors such as:

- Public access to Town buildings.
- Interaction with agitated clients or residents.
- Working alone or in small groups.
- Working late at night or early in the morning.
- Mobile work roles like building inspectors, highway department employees, and parks staff.

These risk factors are regularly reviewed, and the necessary control measures are implemented as provided in *ATTACHMENT C*.

-5-

Controls and Procedures

Hierarchy of Controls

The Town of Canandaigua uses a hierarchy of controls to reduce workplace violence risks:

1. **Engineering Controls:** Include physical safety measures such as:
 - Security cameras.
 - Panic buttons in key locations.
 - Secured building access.
 - Enhanced lighting in parking areas and workspaces.
2. **Administrative Controls:** Include policies and procedures such as:
 - Policies for managing agitated clients.
 - Security protocols for public interaction.
 - Training on recognizing and handling workplace violence risks.
 - Increased staffing during high-risk periods or locations.
3. **Personal Protective Equipment (PPE):** Include:
 - Gloves, respirators, helmets, and bullet proof vests (With a few exceptions, this type of intervention is not relevant to workplace violence prevention)

Every employer has a responsibility to address all risk factors that their employees are potentially exposed to. When considering the most appropriate control measures, an effort must be made to try to eliminate the hazard whenever possible. When total elimination is not feasible, try to

change the way the job is being performed, assigned, or scheduled to reduce the hazard. Training or PPE should not be relied upon as the only control measure, and interventions should have a balanced approach to changing individual worker versus organizational behavior.

Selected Controls

The Town of Canandaigua has instituted the controls shown in ***ATTACHMENT C*** at each of the listed facilities and off-site workplaces, to reduce the threat or likelihood of incidents of workplace violence.

-6-

Prevention

Early Warning Signs of Potential Violence

There is no definitive profile for potentially violent individuals, but some behaviors may signal increased risk, including:

- Direct or veiled threats.
- Intimidation or bullying.
- Inappropriate references to weapons or violence.
- Unexplained changes in behavior, including increased isolation or hostility.
- Signs of substance abuse or emotional distress.

These behaviors should be reported immediately to supervisors, the Human Resources Director, or Town Manager for appropriate action.

Workplace Issues that May Trigger Violence

Common workplace issues that may contribute to violence include:

- Personal stress or life changes (e.g., divorce, financial problems).
- Criticism of job performance or negative reviews.
- Conflicts with co-workers or supervisors.
- Increased workload or job-related pressure.
- Employees with ongoing domestic difficulties.
- Employees with a temporary order of protection against any Respondent.

Recognizing these triggers early can help prevent escalation into violence.

Reporting an Incident

Any employee who experiences or witnesses workplace violence must report the incident to their department head, Human Resources Director, or the Town Manager immediately. In cases of imminent danger, the employee should call 911 and follow up with their supervisor.

All incidents must be documented using the authorized **Incident Reporting Form** as provided in **ATTACHMENT D**. Retaliation against employees who report violence is strictly prohibited.

Privacy Concern Cases

For incidents involving sensitive personal information (e.g., sexual assault or mental illness), the victim's identity will be protected, and the case will be labeled as a “privacy concern case” in the incident report.

See **ATTACHMENT E** for NYS Department of Labor guidance for responding to violence and/or threats.

See **ATTACHMENT F** for guided checklist when responding to Bomb Threats.

Post-Incident Response

In the event of a workplace violence incident:

1. **Medical Care:** Ensure affected employees receive appropriate medical attention.
 2. **Law Enforcement:** Notify law enforcement if the situation warrants it and secure the premises to preserve evidence.
 3. **Management:** Notify management as soon as practicable if not already involved.
 4. **Reporting:** Begin preparing the required **Incident Reporting Form** as soon as practicable following the incident to ensure the most accurate account of the event.
 5. **Incident Review:** Conduct a review of the incident to assess root causes and prevent recurrence. This includes collecting witness statements and reviewing security footage.
 6. **Counseling Services:** Identify and address any immediate need for appropriate treatment or referrals for treatment of victimized employees. (In addition to physical injuries, victims and witnesses may suffer psychological trauma, fear of returning to work, feelings of incompetence, guilt, powerlessness, and fear of criticism by supervisors or managers.)
-

-9-

Employee Assistance

Employees who witness or are involved in a traumatic event may require additional support. The Town of Canandaigua offers counseling services and referrals for employees in need of psychological or emotional support, or have been otherwise affected by workplace violence incidents, through the Employee Assistance Program (EAP). The Human Resources department will coordinate any necessary counseling services.

-10-

Employee Training Outline

The Town of Canandaigua provides annual training for all employees to ensure they are aware of workplace violence risks and how to respond to them. This training includes:

- Overview of the NYS Workplace Violence Prevention Law.
- Identified risks and control measures.
- Procedures for reporting threats or incidents.
- Scenarios to help employees recognize and diffuse potentially violent situations.
- Review of security measures, including panic buttons and security cameras.

Training is mandatory upon hiring and repeated annually.

-11-

Recordkeeping Requirements

The Town of Canandaigua will maintain records of all workplace violence incidents, including:

- Completed incident reports.
- Incident logs.
- Occupational injury and illness records, as required by 12 NYCRR Part 801.

These records will be reviewed annually as part of the program's evaluation.

For more information on recordkeeping requirements the NYS DOL Public Employee Safety and Health (PESH) bureau may be contacted as follows:

**NY PESH
Room 402
109 S Union St
Rochester, NY 14607
(585) 258-4533**

**NY PESH
Room 401
65 Court Street
Buffalo, NY 14202
(716) 847-7133**

-12-

Program Review

The Workplace Violence Prevention Program will be reviewed annually or after any significant incident. The review will involve:

- Assessing incident trends and root causes.
- Evaluating the effectiveness of control measures.
- Determining if new risks have emerged or if existing risks need further mitigation.

The review will be conducted with the participation of authorized employee representatives where applicable.

-13-

Responsibilities

Human Resources: Responsible for managing the Workplace Violence Prevention Program, conducting investigations, and ensuring appropriate training for all employees.

Supervisors and Department Heads: Responsible for ensuring compliance with the program, reporting incidents, and intervening in potentially violent situations.

Employees: Responsible for reporting workplace violence incidents and participating in annual training.

Attachments

- A. **Town of Canandaigua Workplace Violence Program Committee Memo:** A staff memorandum establishing an internal committee for participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process, response and coordination of resources, and co-investigating workplace violence incidents or allegations.
- B. **Town of Canandaigua Workplace Violence Policy Statement:** A formal statement outlining the Town's commitment to preventing workplace violence.
- C. **Identified Risks and Selected Controls:** A summary of the risks identified for each department and the corresponding control measures.
- D. **Incident Reporting Form:** A standardized form used to document workplace violence incidents.
- E. **NYS Department of Labor guidance for responding to violence and/or threats.**
- F. **Bomb Threat Checklist:** A guide for responding to bomb threats, detailing steps for safely managing such situations.

ATTACHMENT A

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120

Established 1789

MEMORANDUM

TO: All Town of Canandaigua Staff

FROM: John Falbo, Town Manager

DATE: November 1st, 2024

SUBJECT: Establishment of Workplace Violence Prevention Committee

In support of the Town of Canandaigua's commitment to a safe and secure work environment, and in accordance with the Town's Workplace Violence Prevention Program and New York State Department of Labor regulations, we are establishing an internal Workplace Violence Prevention Committee. The committee will consist of a team dedicated to evaluating, addressing, and mitigating potential workplace violence hazards.

The committee will be comprised of:

- **John Falbo, Town Manager**
- **Lindsay Frarey, Human Resources Director**
- **Jim Fletcher, Highway Superintendent**

This committee will play a key role in ongoing workplace violence prevention efforts, including:

1. **Evaluation** of workplace violence hazards, with regular assessments to identify any emerging or existing risks.
2. **Recommendations** to reduce or eliminate any identified hazards, ensuring the safety of our workplace.
3. **Responding** to incidents of violence or threatening behavior immediately upon notification.
4. **Co-investigations** of workplace violence incidents or allegations, working together to address each matter thoroughly and with due diligence.

The Workplace Violence Prevention Committee reflects our proactive approach to safety and our commitment to maintaining a supportive and secure work environment. Your cooperation and engagement in these efforts are vital as we work together to promote a culture of safety within the Town of Canandaigua.

Thank you for your attention and support.

John Falbo


Town Manager

ATTACHMENT B

Town of Canandaigua Workplace Violence Prevention Policy Statement

The Town of Canandaigua is committed to providing its employees with a work environment that is safe, secure, and free from violence. The Town also considers the safety of its residents, vendors, contractors, and the general public to be of paramount importance and strives to provide them the same type of protections while on Town property.

The Town will not tolerate ANY acts of violence in the workplace, including but not limited to, physical assault (e.g., hitting, pushing), threatening or intimidating behavior, or verbal abuse or harassment. Employees are prohibited from possessing firearms or weapons (e.g., guns, knives (except for pocket knives used in the normal course of the employee's job), explosives, and other items with the potential to inflict harm) in the workplace, even if the employee is licensed to carry the weapon. The only exceptions are law enforcement and security personnel. An employee who has knowledge that a coworker or visitor possesses a weapon on Town property must report this to a Department Head immediately.

The workplace is defined as any location away from an employee's home, either permanent or temporary, where the employee performs any work-related duty in the course of employment. This includes, but is not limited to, Town-owned buildings and surrounding perimeters, parking lots, worksites, clients' homes, and traveling to and from work assignments.

Any and all incidents of workplace violence or imminent danger must be promptly reported in accordance with the reporting procedures outlined in the Workplace Violence Program Manual, a copy of which will be provided to all employees.

Enforcement of this policy will be accomplished through the implementation of a Workplace Violence Prevention Program, and by complying with the requirements of the NYS Workplace Violence Prevention Act, as set forth in NYS Labor Law Section 27-b.

Violations of this policy will result in appropriate remedial, disciplinary, and/or legal action, according to the circumstances. An employee will not be subject to criticism, reprisal, retaliation, demotion, discrimination, disciplinary action, or other adverse employment action for making a good faith report of facts pursuant to this program.

All Town of Canandaigua personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

Designated Contact Person:

Name: John Falbo
Title: Town Manager
Department: Manager
Phone: (585) 394-1120 x2234

ATTACHMENT C

Identified Risks and Selected Controls

Town of Canandaigua

Date of Assessment: October 29 – 31, 2024

Assessor(s): John Falbo, Lindsay Frarey

Risks identified during hazard assessment, and corresponding control methods to reduce those risks, are shown in the tables below for each of our facilities:

Town Hall - Identified Risk	Selected Control(s)	Comments
General Public Access	Panic buttons, security cameras (all entrances/exits & parking lot), key-card access to restricted employee areas, timed auto-lock entrance doors; keycard access only during non-business hours.	
Clerk's Office: <ul style="list-style-type: none"> - Open customer window area - Handles cash 	High counter area; access-controlled employee door; panic button; building lockdown button; surveillance monitors; metal coiling gate to close counter access; vault as a safe room.	Coiling gate being replace during building renovation and will feature remote button activation.
Supervisor/Town Manager Offices: <ul style="list-style-type: none"> - Open to direct public access. - Two access points. 	Access to security monitors; key-card access on one door; TM door (second access point) with keyed locking door.	Consider key-card access or one-way auto-lock mechanism for TM Office door during building renovation.
Development/Assessor Office: <ul style="list-style-type: none"> - More isolated part of building. - Three separate access points. 	Customer area with high counter and access-controlled door to employee areas; panic button; north side exit from outside hallway; window escape on low north side of building.	Other two access points have ability for one-way lock, but should implement keycard access during building renovation.
Human Resources/Finance Office: <ul style="list-style-type: none"> - Not key-card controlled. 	Not intended as customer access area; Door can be manually locked from the inside; panic button, escape route can be achieved through north side window if adjacent hallway exit or main exit not available.	Consider key-card access during building renovation, and addition of lobby camera facing office.

Town Hall - Identified Risk	Selected Control(s)	Comments
Court House/Basement Level: <ul style="list-style-type: none"> - Typically only two employees isolated from rest of building. - Higher-risk customers during court hours. 	Security cameras at entrance, in lobby and parking lot; timed auto-lock entrance doors; key-card access only during non-business hours; controlled access to upstairs during non-business hours; panic button; Town contracts with Sheriff's Office for armed Court Security on appearance days; Clerk's office/Judges Chambers have separate emergency exit within; separate emergency exit also in break room.	Consider adding controlled access to courthouse/basement from first floor that aligns with courthouse public access hours.
Town Hall Exterior: <ul style="list-style-type: none"> - Open parking lot (front and rear of building) - Shrubbery/trees around building 	Parking lot lights; security cameras; well-maintained and trimmed landscaping reducing ability to hide without being seen.	Consider adding additional cameras in front and rear parking lots that would face building entrances, and an additional camera covering exterior of north side exit.
Off-site Employee Functions: <ul style="list-style-type: none"> - Code Enforcement - Zoning Officers - Fire Inspector 	Employees who inspect jobsites are instructed to immediately leave the area if they are under a threat of potential WPV; to call 911 if the threat is imminent; to inform their Supervisor and Human Resources/Town Manager of any potential threat.	

Town Highway/Water Department Facilities	Selected Control(s)	Comments
- Identified Risk		
Main Administrative Office Building: <ul style="list-style-type: none"> - Public Access 	Gate controlled access at main and rear driveway entrances; Panic buttons, security cameras (entrances/exits & parking lot), key-card access to restricted employee areas, timed auto-lock entrance doors; keycard access only during non-business hours; customer counter with window enclosure.	
General Public Access <ul style="list-style-type: none"> - Highways barns with multiple out-buildings and maintenance bays. 	Gate controlled access at main and rear driveway entrances; security cameras around exterior and interior of maintenance bays; controlled access man-doors and garage bay doors; highway radios with access to 911-dispatch channel.	

Town Highway/Water Department Facilities - Identified Risk	Selected Control(s)	Comments
Transfer Station: <ul style="list-style-type: none"> - Hours of operation are outside of normal business hours and open to the public during these hours. 	Gate access controlled when not in operation; security cameras; employees instructed to call 911 for any threats, aggressive behavior, or other suspicious activity.	
Off-site Employee Functions: <ul style="list-style-type: none"> - Highway & Water Department laborers 	Employees who work off-site are instructed to immediately leave the area if they are under a threat of potential WPV; to call 911 if the threat is imminent; to inform their Supervisor and Human Resources/Town Manager of any potential threat.	

Parks Facilities - Identified Risk	Selected Control(s)	Comments
Onanda Park <ul style="list-style-type: none">- Public access- Cash handling- Cabins, washrooms, gatehouse, rental facilities, Ranger's Office.- Lifeguards working outdoors.- Bad cell service area	Sheriff's Marine substation on-site; all buildings have key-lock access control; Ranger Station (main employee gathering site) is keypad access only with auto-locking for employees; Gatehouse transfer cash to safe in Ranger Station when exceeds approx. \$200; Wi-Fi service for employees to ensure ability to make phone calls and contact emergency services.	All off-site Parks & Rec employees are instructed to immediately leave the area if they are under a threat of potential WPV; to call 911 if the threat is imminent; to inform their Supervisor and Human Resources/Town Manager of any potential threat.
Westlake Road School House <ul style="list-style-type: none">- Temporary Code Enforcement Office	Locks on all doors; Town cell phones provided	
Outhouse Park: <ul style="list-style-type: none">- Not a permanent work-site, but have indoor facilities that staff cleans after hours.	Security cameras on exterior and interior of facilities and parking lot; locking doors to restrict public when employees are inside cleaning.	
Pierce Park	Not work-sites. Off-site staff visits only for regular maintenance, empty trash bins, and clean bathrooms if applicable.	
Blue Heron Park		
Motion Junction		
Old Brookside Park		
McJannet Park		
Miller Park		

ATTACHMENT D

Workplace Violence 4.9 – Appendix 2 - Incident Report

October 23, 2018 (previously revised November 2, 2015, November 24, 2014, April 11, 2011 & July 1, 2009)

Please take a few minutes to complete this form and return it to the the Town Manager or HR Director. Submitting this form will help the Town to accurately record incidents of workplace violence that have occurred. Follow up will be conducted by the Ontario County Human Resources Director which will include planning strategies to help prevent these problems from recurring.

Today's Date: _____

Date of Incident: _____ Time of Incident: _____

Employee Name (person filling out this report): _____

Department / Unit: _____

Workplace Location: _____ Work Phone: () _____

Names of other affected employees or witnesses: _____

Did the incident occur at your work location? Yes No If no, then where? _____

Did the incident occur during work hours? Yes No

Injuries? Yes No Extent of injuries: _____

Was medical treatment sought? Yes No Were you hospitalized? Yes No

Did you lose any workdays? Yes No How many days? _____

Was the person who assaulted you a: Client, Co-worker, Patient, Supervisor
Other: _____

What was the employee doing just prior to the incident? _____

Were you singled out, or was the assault directed at more than one individual? _____

Was the Sheriff's Office requested? Yes No Was the assailant arrested? Yes No

Did you tell management? Yes No If yes, whom did you tell and when?

Have you applied for Workers Comp as a result of the incident? Yes No

Please describe the incident in detail (use the back side of this form if necessary). _____

Disposition _____

ATTACHMENT E

NYS Department of Labor suggestions for responding to violence and/or threats: How can you help prevent violence?

Anger and potential violence are often initiated by frustrated people who feel they are being treated unfairly or disrespectfully. An atmosphere of sincere caring and courtesy in the workplace can help to eliminate the cause of much violence. Be sensitive to the needs and feelings of others. Offer help and support – and seek the same if you need it.

Seven steps to keeping someone cool:

1. Show respect and courtesy, no matter the person's attitude.
2. Stay calm. Avoid arguing.
3. Listen patiently; don't interrupt.
4. Acknowledge the person's feeling: "I see that you're angry."
5. Ask for details in order to take emotions out of the conversation.
6. If you can, involve the person in finding a solution. Ask, "What do you think would be fair?"
7. Be positive: "Let's see what we can do."

If anger grows:

- Excuse yourself for the restroom or use other delaying tactics that give the person time to calm down.
- Establish ground rules if behavior becomes unreasonable: "I'll have to leave if you continue cursing."
- Move to a spot where your exit is not blocked.
- If you feel threatened, ask the person to leave, or leave yourself.
- Advise nearby co-workers and follow Town policies.

Five "Don'ts" when dealing with an angry person:

1. Don't challenge, threaten or dare a person who is angry, or potentially violent.
2. Don't criticize or show impatience.
3. Don't attempt to bargain with a person who is threatening.
4. Don't make physical contact. Stay at least 3 feet away.
5. Don't try any "heroics" that could result in injuries to you or others.

When strangers are an issue:

Strangers commit many threats and/or violent acts in the workplace. It's vital to be aware of individuals at work who are not recognized co-workers, customers or vendors. Greet strangers with a friendly, "May I help you?" to determine why they are on the premises. Promptly report strangers who make you feel uncomfortable to supervisors.

When co-workers are a concern:

- Pay attention to behavior - Some behaviors indicate a co-worker may be troubled, which raises the risk for violent behavior. These behaviors include: poor personal hygiene; increased absence; decline in job performance; social isolation; angry outbursts, threatening statements or intimidating behavior; fascination with weapons; history of violence or intimidation; alcohol or drug abuse.
- Take note of attitudes – Certain attitudes also point to an increased risk for violence. Among these are: constant complaining about unfair treatment; blaming others for mistakes and problems; inability to accept criticism; holding grudges; resistance to following rules or directions; defensiveness; depression; lack of concern for the safety and well-being of others.
- Know when to take action – No one can predict if, or when someone may become violent. But worrisome behaviors and attitudes are warning signs that someone may be under high stress and potentially violent. Pay particular attention if a co-worker has a sudden change in behavior, is disruptive, or shows many warning signs – not just a few. If so, inform supervisors of your concerns.

Keeping the peace with co-workers:

Conflict at work is to be expected, but it must be handled effectively if it is to be resolved or kept from growing into potential violence. If you have a disagreement with a co-worker, make time to talk together about it. Use these strategies for keeping the peace:

- Express your concerns as soon as they arise – don't let them grow into anger.
- Discuss the issue privately. Always use a respectful tone.
- Avoid putdowns and blaming. Use "I" statements to explain how the situation affects you and makes you feel.
- Stick with one point at a time. Stay on the topic.
- Focus on solutions, not the details of negative incidents. Avoid falling into an argument.
- Be willing to compromise.

Seek help if you need it:

If you and a co-worker are unable to resolve a conflict through a respectful discussion, ask for help from your supervisor, our employee assistance program or the Human Resources Department.

Domestic Violence:

If you are a victim of domestic violence and have a current Order of Protection, please keep a copy of the Order at work. For your safety, we suggest you also submit a copy to your supervisor and/or Human Resources.

In summary:

- In an emergency, or if you feel threatened, call 911.
- Follow your training if confronted with a potentially violent workplace incident.
- Report every workplace violence incident to Human Resources for follow-up.
- After the incident, consider using the Town's employee assistance program.

ATTACHMENT F

BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

- Remain calm & do not hang up, keep the caller on the line for as long as possible
- If possible, signal other staff members to listen & notify Site Decision Maker(s)
- If the phone has a display, copy the number and/or letters on the display
- Write down the exact wording of the threat
- Record the call, if possible
- Fill out the Bomb Threat Checklist immediately

If you receive a written threat:

- Handle the document as little as possible
- Note date, time, and location the document was found
- Secure the document and do not alter the item in any way
- Notify the organization Site Decision Maker(s)

If you receive a social media or email threat:

- Do not turn off or log out of the account
- Leave the message open on the device
- Take a screenshot, or copy the message and subject line
- Note the date and time
- Notify the organization Site Decision Maker(s)

***Refer to your local bomb threat management plan for evacuation criteria**

DO NOT:

- Use two-way radios or cellular phone in close proximity to a suspicious item
- Touch or move a suspicious item

IF A SUSPICIOUS ITEM IS FOUND, CALL 911

For more information about this form contact the CISA Office for Bombing Prevention at: OBP@cisa.dhs.gov



V3

BOMB THREAT CHECKLIST

DATE:

TIME:

TIME CALLER
HUNG UP:

PHONE NUMBER WHERE CALL
RECEIVED:

Ask Caller:

- Where is the bomb located? (building, floor, room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (background/level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice

- ☐ Female
- ☐ Male
- ☐ Accent
- ☐ Angry
- ☐ Calm
- ☐ Clearing throat
- ☐ Coughing
- ☐ Cracking Voice
- ☐ Crying
- ☐ Deep
- ☐ Deep breathing
- ☐ Disguised
- ☐ Distinct
- ☐ Excited
- ☐ Laughter
- ☐ Lisp
- ☐ Loud
- ☐ Nasal
- ☐ Normal
- ☐ Ragged
- ☐ Rapid
- ☐ Raspy
- ☐ Slow
- ☐ Slurred
- ☐ Soft
- ☐ Stutter

Background Sounds

- ☐ Animal noises
- ☐ House noises
- ☐ Kitchen noises
- ☐ Street noises
- ☐ Booth
- ☐ PA system
- ☐ Conversation
- ☐ Music
- ☐ Motor
- ☐ Clear
- ☐ Static
- ☐ Office machinery
- ☐ Factory machinery
- ☐ Local
- ☐ Long distance

Threat Language

- ☐ Incoherent
- ☐ Message read
- ☐ Taped message
- ☐ Irrational
- ☐ Profane
- ☐ Well-spoken

OTHER INFORMATION:

ATTACHMENT 14



Association of Towns

of the State of New York

Christopher A. Koetzle
Executive Director

Sarah B. Brancatella
Deputy Director

Kimberly A. Splain
Chief Fiscal Officer

Kathleen N. Hodgdon
Association Counsel

Lori A. Mithen-DeMasi
Chief Counsel

Dana K. Campbell
Counsel

October 2024

Dear Town Clerk:

I'm writing to remind your town to assign a delegate (and an alternate) to attend our Annual Business Meeting with the purpose of electing the president, five vice presidents and voting on the Association's annual legislative platform. Assignments should be made to town officials who plan on attending the 2025 Training School and Annual Meeting, to be held at the New York Marriott Marquis, February 16-19, 2025.

To assign your delegate: The town board must adopt a resolution designating its delegate (and alternate). The alternate will assume delegate voting responsibilities if, the delegate cannot vote for any reason. After the resolution complete and submit the enclosed Certificate of Designation to us no later than **February 7, 2025**.

Important dates for the delegate: The optional Informational Budget Hearing will be held Sunday, February 16, 2025. Voting will take place at the Annual Business Meeting on Tuesday, February 18, 2025.

A note about membership dues: For a delegate to cast their vote at the Annual Business Meeting, your town's 2025 dues must be received in the office by February 7, 2025. We are unable to apply dues payments received by mail in our office after that date, no exceptions.

Kindest regards,

Christopher A. Koetzle
Executive Director

Serving Towns Since 1933

www.nytowns.org

150 State St. Suite 203 • Albany, NY 12207 • (518)465-7933 • info@nytowns.org

CERTIFICATE OF DESIGNATION

In order to establish eligibility and credentials to vote at the 2025 Business Session,
this form must be filed with:

ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK,
150 STATE STREET, SUITE 203, ALBANY, NY 12207

by **FEBRUARY 7, 2025**

**TO: OFFICERS AND MEMBERS OF THE
Association of Towns of the State of New York**

To Ensure Correct Spelling On Badges, Please Print Or Type

I, Crystelyn Laske, Town Clerk of the Town of Canandaigua,
in the County of Ontario and State of New York DO HEREBY CERTIFY

that the town board of the aforesaid town has duly designated the following named person
to attend the Annual Business Session of the Association of Towns of the State of New York, to
be held during February 18, 2025, and to cast the vote of the aforesaid town, pursuant to §6 of
Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In the absence of the person so designated, the following named person has been designated
to cast the vote of said town:

NAME OF ALTERNATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town
this ____ day of _____, 20__.

Town Clerk

ATTACHMENT 15

FUNDING OPPORTUNITY SUMMARY

Funding Program Name:	Solid Waste Infrastructure for Recycling (SWIFR) Grant
Funding Agency:	Environmental Protection Agency
Grant Due Date:	December 20, 2024, 11:59 PM
Minimum Funding Amount:	\$500,000
Maximum Funding Amount:	\$5,000,000
Client Match Required:	None
Grant Period:	3 Years

Overview

This program provides funding to support improvements to local post-consumer materials management, including municipal recycling programs, and assisting local waste management authorities in making improvements to local waste management systems. The SWIFR grant program provides funding for projects that will increase recycling, reduce contamination, and promote a circular economy for materials.

All applications should address one of the following objectives:

- Establish, increase, expand, or optimize collection and improve materials management infrastructure;
- Fund the creation and construction of tangible infrastructure, technology, or other improvements to reduce contamination in the recycled materials stream;
- Establish, increase, expand, or optimize capacity for materials management;
- Establish, improve, expand, or optimize end markets for the use of recycled commodities; or
- Demonstrate a significant and measurable increase in the diversion, recycling rate, and quality of materials collected for municipal solid waste.

Eligible Applicants

The EPA considers counties, cities, towns, parishes, and similar units of governments. Recipients of EPA SWIFR grants in previous rounds of funding are not eligible for funding under this solicitation. Applicants must attest that they do not have an open EPA SWIFR grant.

Eligible Activities

Applications may include (but are not limited to) projects that fund:

- Programs that provide or increase access to innovative solutions or programs that provide or increase access to prevention, reuse, and recycling in areas that currently do not have access; including development of or upgrades to drop-off and transfer stations (including but not limited to a hub-and-spoke model in rural communities), etc.
- The purchase of recycling equipment, including but not limited to sorting equipment, waste metering, trucks, processing facilities, etc.
- Upgrades to material recovery facilities (MRFs) such as optical sorters, artificial intelligence, etc.

145 Culver Road, Suite #160, Rochester, NY 14620 • (585) 381-9250

MRBGroup.com

- Construction of and/or upgrades to composting facilities or anaerobic digesters to increase capacity for food and organics recycling.
- Education and outreach activities as a minor element of larger eligible projects that are funded by the grant.
- Development of or upgrades to curbside collection programs or drop-off stations for organics.
- Development of and/or upgrades to reuse infrastructure (e.g., online reuse platforms, community repair spaces, technology and equipment to improve materials management reuse options, food donation, upcycling, staging areas for material reuse/donation, reuse warehouses, reuse centers, and electronic waste and computer recycling and refurbishing) and/or
- Other activities that the applicant believes will further the objectives of the NOFO provided those activities are eligible for funding under statute and the terms of the NOFO.

Ineligible Activities

Ineligible costs include:

- Constructing, improving, or operating landfills
- Incineration
- Burn units
- Waste-to-energy (except anaerobic digestion)
- Chemical and thermal recycling
- Biofuels
- Environmental cleanup
- Food preprocessing, *unless* paired with recycling activities

Application Process

Applications must be submitted electronically through Grants.gov. To apply, organizations must have an active SAM.gov registration.

Applications must contain a Summary Information Cover Letter (1-page maximum), Narrative Proposal (10-page maximum), and a Budget Table and Description (4-page maximum if typed, 1-page maximum if spreadsheet).

Further Information

Notice of Funding Opportunity:

https://www.epa.gov/system/files/documents/2024-09/24-05_508_updated-final.pdf

Grant Overview Webpage:

<https://www.epa.gov/infrastructure/solid-waste-infrastructure-recycling-grants-communities>

Grants.gov Page:

<https://grants.gov/search-results-detail/356430>

October 28, 2024

Jared Simpson, Town Supervisor
Town of Canandaigua
5440 Routes 5 & 20
Canandaigua, NY 14424

**Re: Proposal for Professional Services
2024 EPA Solid Waste Infrastructure for Recycling Grant Application**

Dear Supervisor Simpson,

MRB Group is pleased to provide the Town of Canandaigua (Town) with this proposal for Professional Services to assist in preparing an application for the 2024 Solid Waste Infrastructure for Recycling (SWIFR) grant program through the Environmental Protection Agency (EPA).

I. Background/Understanding

The SWIFR program provides financial assistance to municipalities to support improvements to local post-consumer materials management, including municipal recycling programs and assisting local waste management authorities in making improvements to local waste management systems. Applications are due December 20, 2024. The Town has started some preliminary work for the project and will utilize that work to complete the application.

II. Scope of Services and Compensation

A. Grant Application Development for SWIFR

MRB Group will assist the Town with the submission of a SWIFR application by preparing various documents and answering project-specific questions that will be submitted through the Grants.gov System. The Town will need to initiate an account in Grants.gov and add MRB employees to work on the grant. We will work with the Town leaders to undertake the following tasks resulting in a complete application:

- Coordinate with the Town to complete the optional Notice of Intent.
- Coordinate with the Town to get registered through the Grants.gov System and set up users within the system.
- Outline a clear project strategy, narrative and work plan.
- Complete a budget and budget narrative.
- Outline organizational capacity, objectives, tasks and performance measures with Town provided details.
- Incorporate all necessary documents and information into the Grants.gov System for submission.

Total..... \$7,000.00

The cost figures shown above represent our hourly not-to-exceed 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 scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Environmental Review associated with SEQR Compliance. *Conducting SEQR reviews, completing EAF's or any other work related to SEQR reviews is an additional service.*
- B. State Historic Preservation Office (SHPO) archaeological investigation.
- C. Additional Grant Application Support.
- D. Grant administration services
- E. Design or construction 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. Thank you for your consideration of our firm. We look forward to working with you on this very important project.

Sincerely,


Gregory J. Hotaling, P.E.
Senior Project Manager
James J. Oberst, P.E., LEED AP
Executive Vice President/COO

Proposal Accepted by the Town of Canandaigua:

_____	_____	_____
Signature	Title	Date

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Canandaigua, Town of/2024 EPA SWIFR Grant Application/Canandaigua Town EPA SWIFR Grant Application.docx>

**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 16

INTERMUNICIPAL AGREEMENT

Court Security Services

THIS AGREEMENT (this "Agreement") is made January 1, 2025 by and between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as "the County") and the **TOWN OF CANANDAIGUA**, a municipal corporation of the State of New York, having an office and place of business at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424 (hereinafter referred to as "the Town").

WHEREAS, the Town has identified the need for additional court security in the operation of its Town Court and, therefore desires to said obtain services from the County; and

WHEREAS, the County desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section 119-o, the parties agree as follows:

FIRST: the County shall furnish to Town the services of a part-time deputy(s) for no more than 24 hours per month with equipment, to function as court security for the TOWN OF CANANDAIGUA Court. The total contract hours should not exceed a total of **292 hours in the calendar year**, unless otherwise agreed upon in writing by the Town Supervisor.

SECOND: For the services rendered pursuant to Paragraph FIRST, The approximate cost to the Town of Canandaigua shall not exceed 13,500.00 per year for the services specified in this agreement, unless otherwise authorized by the Town Supervisor through a signed amended agreement. Services will be invoiced at the actual hourly rate of each officer assigned. A full-time County Police Officer may be assigned at overtime rate only with authorization by the Town Supervisor.

THIRD: The term of this Agreement shall be January 1, 2025, until December 31, 2025.

FOURTH: Any deputy assigned to the Town for court security pursuant to this agreement shall remain an employee of the County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the County Sheriff, and shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal.

The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

FIFTH: Either party, upon thirty (30) days' notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

SIXTH: All original records compiled by the County in completing the work described in this

Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

SEVENTH: The Town agrees to procure and maintain during the term of this Agreement insurance in compliance with Schedule "B" attached hereto and made a part hereof and to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered mail (postage pre-paid), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

TOWN OF CANANDAIGUA

5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424

To the County:

Ontario County Sheriff's Office

74 Ontario Street

Canandaigua, New York 14424

NINTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the Parties to the maximum extent possible.

ELEVENTH: The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier

termination.

TWELFTH: This Agreement does not create a “special relationship.” Specifically, this Agreement is not:

- a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- b. knowledge on the part of the County’s agents that inaction could lead to harm;
- c. some form of direct contact between the County’s agents and the injured party; and
- d. evidence of a party’s justifiable reliance on the County’s affirmative undertaking.

THIRTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the County Board of Supervisors.

FOURTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Town and the County have executed this Agreement.

ATTACHMENT 17

INTERMUNICIPAL COOPERATION AGREEMENT

Law Enforcement Services

THIS AGREEMENT (this “Agreement”) is made on the day and year hereinafter set forth opposite the last signature of the parties by and between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as the “County”) and the **TOWN OF CANANDAIGUA**, a municipal corporation of the State of New York, having an office and place of business at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424, (hereinafter referred to as the “Town”). The County and Town are sometimes referenced to herein individually as a “party” and collectively as the “parties.”

WHEREAS, the Town has identified the need for a level of law enforcement over that which is customarily provided (“Enhanced Law Enforcement”); and

WHEREAS, the Town desires to obtain services in connection with provision of Enhanced Law Enforcement; and

WHEREAS, the County desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section 119-o, the parties agree as follows:

FIRST: The County shall furnish law enforcement services as provided and described in Appendix "A" which is annexed hereto and made a part hereof.

SECOND: For the services rendered pursuant to the FIRST Paragraph, the County shall be paid a fee as computed and provided in Appendix "B" which is annexed hereto and made a part hereof.

THIRD: The term of this Agreement shall commence as of January 1, 2025, and terminate on December 31, 2025. Either party, upon thirty (30) days’ notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

FOURTH: Any deputy assigned to the Town for the services provided in this Agreement shall remain an employee of Ontario County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the Ontario County Sheriff, who shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal. Assignment and activities of the Sheriff’s personnel shall be subject to the deputies on duty at any given time being summoned for other details as may be deemed necessary by the Sheriff.

FIFTH: The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

SIXTH: All original records compiled by the County in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

SEVENTH: The Town agrees that it shall procure and maintain during the term of this Agreement insurance pursuant to Schedule "B" which is attached hereto and made a part hereof and to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered mail (postage pre-paid), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

TOWN OF CANANDAIGUA

5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424

To the County:

Ontario County Sheriff's Office

74 Ontario Street

Canandaigua, New York 14424

NINTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or

unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible.

ELEVENTH: This Agreement does not create a “special relationship.” Specifically, this Agreement is not:

- a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- b. knowledge on the part of the County’s agents that inaction could lead to harm;
- c. some form of direct contact between the County’s agents and the injured party; and
- d. evidence of a party’s justifiable reliance on the County’s affirmative undertaking.

TWELFTH: This Agreement shall not be enforceable until signed by all parties and approved by the County Board of Supervisors.

THIRTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Town and the County have executed this Agreement.

APPENDIX A

1. The Ontario County Sheriff's Office shall assign Certified Part-time County Police Officers to work in the Town of Canandaigua, primarily to enforce the vehicle and traffic laws. The officer's time will be accumulated and paid by the Sheriff's Office. A full-time County Police Officer may be assigned at overtime rate only with authorization by the Town Supervisor.
2. That the Ontario County Sheriff's Department shall assign one or more county Deputy Sheriffs to conduct and carry out enforcement of laws of the State of New York and of the Town of Canandaigua within the confines of the Town of Canandaigua based upon the best professional judgment of the Ontario County Sheriff's Office.
3. That the emphasis, whenever possible, shall be upon enforcement of Vehicle and Traffic Laws, both State and Town of Canandaigua, on the highways of the Town of Canandaigua with particular emphasis in the Middle Cheshire Road and County Road 16 area. However, any Deputy assigned to this detail can be directed to respond to an emergency dispatch as the "closest car" and provide emergency law enforcement services as needed and appropriate.
4. That in addition to enforcement of Vehicle and Traffic Laws the police officer or officers shall be available for routine observation of homes located within the Town of Canandaigua that have been designated by the Ontario County Sheriff's Department as being temporarily vacant.
5. That the County shall continue to provide law enforcement services within the Town of Canandaigua in the same manner and approximately the same amount of time that has been traditionally and customarily provided within the Town of Canandaigua prior to entry of this agreement.
6. That this agreement is for the provision of law enforcement services in addition to the ordinary and customary services provided to this date.
7. That the services provided hereunder shall be, on average, not more than 36 hours per month with the understanding that a portion of said law enforcement time may be required for appearance in court on matters relating to the law enforcement function of the assigned officer or officers.

APPENDIX B

1. The Ontario County Sheriff's Office shall assign Certified Part-time County Police Officers to work in the Town of Canandaigua, primarily to enforce the vehicle and traffic laws. The officer's time will be accumulated and paid by the Sheriff's Office.
2. Quarterly, the Sheriff's Office will cost the hours worked, including benefits, for the Town of Canandaigua Traffic Enforcement Detail and bill accordingly to the Town of Canandaigua..
3. The quarterly billing will include the Officer's name and hours worked by date supporting the hours worked above.
4. The Town of Canandaigua shall pay Ontario County upon receiving and reviewing the quarterly billing within thirty days.
5. The hours of duty in the Town of Canandaigua under this agreement shall be in addition to the hours ordinarily supplied to the Town of Canandaigua by the Sheriff's Office excluding this agreement.
6. The total contract hours should not exceed a total of **432 hours in the calendar year**, unless otherwise agreed upon in writing by the Town Supervisor.
7. The approximate cost to the Town of Canandaigua shall not exceed **\$20,000.00** per year for the services specified in this agreement, unless otherwise authorized by the Town Supervisor through a signed amended agreement. Services will be invoiced at the actual hourly rate of each officer assigned.

Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided **by the Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

ANY change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

Workers' Compensation and Disability Insurance:

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at www.wcb.state.ny.us.

Liability Insurance

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

- a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.
- c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

- d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).
- c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an “additional insured” (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.
- d. “Certificate Holder” shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.
- e. The Description of Operations must say “Vendor/Contractor/Consultant services provided as per contract with Ontario County.”

Notice of Non-renewal, Change, or Cancellation

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

Proof of Insurance

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

Limitation of Liability

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor's/Contractor's/Consultant's liability.

Waiver of Subrogation

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

Vendor/Contractor/Consultant's insurance shall be primary and the County's self-insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
Auto Liability							
	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Compensation & Employers Liability							
	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits							
	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				\$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.web.state.ny.us/content/main/forms/AllForms.jsp>

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.buinessexpress.ny.gov/> or

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

ATTACHMENT 18

THIS EXTENSION AGREEMENT (this "Extension Agreement"), is made on January 1, 2025, by and between **THE COUNTY OF ONTARIO**, a municipal corporation of the State of New York having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424 (hereinafter referred to as the "County") and **TOWN OF CANANDAIGUA**, having an office at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424 (hereinafter referred to as the "Consultant").

WHEREAS, on April 22, 2021, the County entered into an agreement pursuant to Resolution number 183-2021 ("Agreement") with the Consultant for use and occupancy of a boathouse and office at Onanda Park for the purposes of maintaining the Ontario County Sheriff's Navigation Headquarters, which contract provided for an initial term of January 1, 2021 through December 31, 2021; and

WHEREAS, the County and the Consultant desire to extend said Agreement for an additional term from January 1, 2025 to December 31, 2025.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement between the County and the Consultant is extended for a period commencing January 1, 2025 and terminating on December 31, 2025.
2. The Consultant shall provide and furnish updated insurance certificates to cover the extension period.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
4. This Extension Agreement shall not be enforceable until signed by all parties and approved by the County of Ontario
5. The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

IN WITNESS WHEREOF, the County of Ontario and the Consultant have executed this Extension Agreement.

Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided **by the Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

ANY change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

Workers' Compensation and Disability Insurance:

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at www.wcb.state.ny.us.

Liability Insurance

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

- a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.
- c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

- d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).
- c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an “additional insured” (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.
- d. “Certificate Holder” shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.
- e. The Description of Operations must say “Vendor/Contractor/Consultant services provided as per contract with Ontario County.”

Notice of Non-renewal, Change, or Cancellation

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

Proof of Insurance

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

Limitation of Liability

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor's/Contractor's/Consultant's liability.

Waiver of Subrogation

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

Vendor/Contractor/Consultant's insurance shall be primary and the County's self-insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
Auto Liability							
	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Compensation & Employers Liability							
	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits							
	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				\$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- <http://www.web.state.ny.us/content/main/forms/AllForms.jsp>

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.buinessexpress.ny.gov/> or

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

ATTACHMENT 19

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-86385-1

10/24/2024 12:02 PM

12/13/2024

Client:

Town of Canandaigua, NY

Bill To:CANANDAIGUA TOWN (ONTARIO
COUNTY), NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brandy Jones		brandy.jones@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams

Total Investment - Prorated Year 1	USD 6,896.58
Annual Recurring Services (Subject to Uplift)	USD 5,500.00

Total Days of Quote:388

Initial Term	12/10/2024 - 1/1/2026, Renewal Term 1/2 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current CivicClerk billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)