

**Canandaigua Town Board  
Meeting Agenda  
November 21, 2016  
6:00pm**

- Call To Order and Pledge of Allegiance
  - Pledge led by Terry Fennelly, Town Councilman
- Roll Call
  - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence Call
  - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, November 10, 2016
  - Notice, 2016 3<sup>rd</sup> Quarter Sales Tax Revenue
  - Newsletter, Office for the Aging, November, December 2016, January 2017
  - Letter, Department of Transportation, SEQRA Lead Agency for the Town of Canandaigua Highway Facility Project, November 7, 2016
  - Flyer, Flowers by Stella, "Quality Items At Affordable Prices", November 2016
  - Email, John Beca, Kudos to Highway Department on Middle Cheshire, November 4, 2016
  - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, November 2, 2016
  - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, Upcoming Changes, October 28, 2016
  - Newsletter, DePaul Trolley Station Apartments, Fall 2016, Volume XXII, Edition III
  - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, October 19, 2016
  - Letter, Ontario County Public Works, Support of UPWP Application for CR 16, October 19, 2016
  - Email, Kyle Johnson, Proposed Town Highway Garage, October 12, 2016
  - Newsletter, Canandaigua Lake Watershed Association, The Lake Reporter, Fall 2016
  - Newsletter, Health Community Partnership, Good Health, Fall 2016
- Privilege of the Floor
- Public Hearings
- Continued Public Hearings:*
  - Public Hearing on the proposed City of Canandaigua Fire Service Contract – Attachment 1
  - Public Hearing on Chapter 220 for Solar Energy and Amendments to Chapter 1 Definitions
- New Public Hearings:*
  - Public Hearing on the Draft Town of Canandaigua Agricultural Enhancement Plan
  - Public Hearing on Rezoning Request for Proposed Mixed Use Overlay Designation County Road 10 Multi-Family House Project, DiMarco Group applicant on behalf of Canandaigua CR 10, LLC, 288 Unit Apartment Project
  - Public Hearing on SEQR for Proposed Town of Canandaigua New Highway Facility to be located at 5440 Route 5 & 20 West
- Presentations

- Priority Business
  - East Bloomfield Fire Department Fire Services Contract
  - Proposed Highway Project
  - Frontier Communications Proposal, K. Reynolds
  - New York State Deferred Comp Plan, Personnel Committee
  - Employee Handbook Proposed Updates, Personnel Committee
  
- Reports of Town Officials and Department Heads
 

*Written reports prepared by the following officials are included with this agenda. These reports are identified as Attachment 2 to the agenda. These reports are also available for review on the Town's website and are on file with the Town Clerk's office.*

  - A. Director of Parks & Recreation
    - a. Miller Park Update
  - B. Highway / Water Superintendent
  - C. Assessor
  - D. Development Director
    - a. DiMarco Project, County Road 10, Planning Board and ECB Preliminary Reports
  - E. Historian
  - F. Town Clerk
  - G. Supervisor
    - 1. Monthly Financial Report for October 2016
      - a. Revenue & Expense Report
      - b. EFPR Solutions Executive Summary
      - c. Bank Reconciliation Report
      - d. Overtime Report All Departments
      - e. Overtime Report –Highway & Water
      - f. Quarterly Sales Tax Report
  
- Reports of Boards and Committees
  - A. Planning Board, Chairman Schwartz
  - B. Zoning Board of Appeals, Chairman Robinson
  - C. Environmental Conservation Board, Chairwoman Marthaller. *This report is identified as Attachment 3 to the agenda. This report is also available for review on the Town's website and is on file with the Town Clerk's office.*
  - D. Public Works Committee, Chairman Fennelly
  - E. Finance Committee, Chairman Westbrook
  - F. Technology Committee, Chairman Reynolds
    - 1. Report & Recommendation on Social Media, Website
    - 2. Update on Internet and Social Media Use Policy
    - 3. Frontier Proposal
  - G. Public Safety and Security Committee, Chairman Cutri
  - H. Citizens Implementation Committee
  - I. Parks & Recreation Committee, Chairwoman Schenk
  - J. Trails Committee
  - K. Special Event Committee
  
- Privilege of the Floor
  
- Resolutions

*Continued Resolutions:*

**RESOLUTION NO. 2016 – 257: CITY OF CANANDAIGUA FIRE SERVICES PROTECTION AGREEMENT**

**WHEREAS**, a resolution was duly adopted by the Town Board of the Town of Canandaigua for a public hearing to be held by the Town Board on October 17, 2016, at 6:00 p.m. at the Town Hall at 5440 Route 5 & 20W., Canandaigua, New York, to hear all interested parties on a proposed a Fire Services Agreement with the City of Canandaigua Fire Department to continue fire services in certain areas of the Town, ("Agreement"), Attachment 1, at the expiration of the current Fire Services Agreement, and

**WHEREAS**, the public hearing was duly noticed, and

**WHEREAS**, the public hearing was held on October 17, 2016, at 6:00 p.m. at the Town Hall and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to the Agreement, and

**WHEREAS**, the public hearing was continued to 6pm on October 17, 2016 at the Town Hall located at 5440 Route 5 & 20W., Canandaigua, New York; and

**WHEREAS**, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua to approve the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Canandaigua hereby approves the Agreement, and be it further

**RESOLVED**, that the Supervisor is authorized to execute the Agreement.

**RESOLUTION NO. 2016 – 258: EAST BLOOMFIELD/HOLCOMB FIRE SERVICES PROTECTION AGREEMENT**

**WHEREAS**, a resolution was duly adopted by the Town Board of the Town of Canandaigua for a public hearing to be held by the Town Board on October 17, 2016, at 6:00 p.m. at the Town Hall at 5440 Route 5 & 20W., Canandaigua, New York, to hear all interested parties on a proposed a Fire Services Agreement with the Bloomfield/Holcomb Volunteer Fire Department to continue fire services in certain areas of the Town, ("Agreement"), Attachment 4 , at the expiration of the current Fire Services Agreement, and

**WHEREAS**, the public hearing was duly noticed, and

**WHEREAS**, the public hearing was held on October 17, 2016, at 6:00 p.m. at the Town Hall and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to the Agreement, and

**WHEREAS**, the public hearing was continued to 6pm on October 17, 2016 at the Town Hall located at 5440 Route 5 & 20W, Canandaigua, New York; and

**WHEREAS**, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua to approve the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Canandaigua hereby approves the Agreement, and be it further

**RESOLVED**, that the Supervisor is authorized to execute the Agreement.

*New Resolutions:*

**RESOLUTION NO. 2016 – 262: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS**

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

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

**WHEREAS**, the Town Supervisor has provided the Town Board with hard copies and electronic copies of the October 2016 Monthly Revenue/Expense Control Report, bank reconciliation reports, cash summary report, EFPR Solutions Executive Summary Report, as well as the and Highway/Water Department Overtime Report and All Department Overtime Report; and

**WHEREAS**, copies of these documents are included with this agenda and are identified as Attachment 2 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

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

**RESOLUTION NO. 2016 – 263: EMERGENCY MANAGEMENT PLAN**

**WHEREAS**, the Public Safety Committee has recommended the adoption of the Proposed Emergency Management Plan; and

**WHEREAS**, the Town Board and the Highway Superintendent have reviewed the plan; and

**WHEREAS**, a copy of the proposed Emergency Management Plan presented to the Town Board for consideration is included with this resolution and is identified as Attachment 5 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW, THEREFORE BE IT RESOLVED**, that the Canandaigua Town Board hereby adopts the Emergency Management Plan dated \_\_\_\_\_.

**RESOLUTION NO. 2016 – 264: APPROVAL OF GENERAL CODE SUPPLEMENT #9 ESTIMATE**

**WHEREAS**, Resolution No. 2016-207 was previously adopted by the Town Board on September 19, 2016, approving the codification of Local Laws 1, 3, 4, 5, 6, and 7 of 2016 with an expenditure not to exceed \$3,000; and

**WHEREAS**, since the adoption of Resolution No. 2016-207, the Town Board adopted Local Laws 8 and 9 of 2016 and these two local laws have been submitted to General Code for codification; and

**WHEREAS**, General Code has submitted to the Town a revised Supplement No. 9 Estimate to include Local Laws 1, 3, 4, 5, 6, 7, 8 and 9 of 2016 at an estimated cost to be between \$3,190 and \$3,935; and

**WHEREAS**, due to an increase in estimate, the Town Board is being asked to adopt a new resolution for the revised Supplement No. 9 Price Estimate to complete the codification from General Code which includes revisions to the Table of Contents, Disposition List and index, and five sets of supplemental pages at a cost not to exceed \$4,000 as noted in Attachment 6 to the agenda; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Canandaigua has reviewed the estimate and hereby authorizes the Town Supervisor to sign the Estimate for the expenditure not to exceed \$4,000 (\$1,500 from A.1460.400 Records Management Contractual and \$2,500 from A.8140.400 MS4 Grant).

**RESOLUTION NO. 2016 – 265: AUTHORIZING CANANDAIGUA NATIONAL BANK & TRUST TO ACT AS AGENT FOR THE TOWN OF CANANDAIGUA TO ACCEPT 2017 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 2017 during the month of January; and

**WHEREAS**, the Canandaigua National Bank & Trust will accept tax payments (full payment only) starting January 2 through January 31, 2017, and will deposit payments received in to the Canandaigua Tax Receiver checking account on the following business day and provide an itemized listing of payments received to the Receiver of Taxes. There is no charge to the Town for this service. The Receiver of Taxes will be responsible for any check that is returned for any reason; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Canandaigua National Bank & Trust acting as an agent for the Town to accept tax payments January 2 through January 31, 2017.

**RESOLUTION NO. 2016 – 266: UNPAID WATER / SEWER BILLS TO TAX FOR RELEVY**

**WHEREAS**, the Canandaigua Town Board has been notified by the Canandaigua-Farmington Water and Sewer Department, the Canandaigua-Hopewell Water District and the Canandaigua Water 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 2017 Tax Re-Levy which are broken down in the following special districts:

<u>Special District Name</u>	<u>Total Amount</u>
WA241 - ANDREWS & NORTH ROAD WATER	477.38
WA245 - PARRISH STREET WATER Ext. #20	0.00
WA246 - CDGA-EMERSON-TL RD (CDGA)	26.64
WA248 - HOPKINS-GRIMBLE	458.70
WD-201 BRISTOL-CDGA WATER (BRISTOL)	1,535.60
WD241 - CDGA-FARM WATER (CDGA)	13,803.56
WD-247 - CDGA CONS WATER-ETC.	47,761.37
WD248 - CDGA HOPEWELL WTR (CDGA)	5,786.11
WD249 - CDGA CONS WATER-PARRISH ST	1,177.51
WD345 - CDGA-TL-HOPEWELL (HOPEWELL)	124.68
WO-245 - McINTYRE ROAD WATER EXT.	158.18
WO-246 - CDGA-BRISTOL WATER (CDGA)	1,657.85
WT241 - CDGA CONS WATER #6	1,001.69

WT243 - CDGA CONS WATER #8	485.78
WT244 - CDGA CONS WATER #9	589.19
WT245 - WEST LAKE RD BENEFIT (ad valorem)	1,557.28
WT246 - WYFFELS ROAD WATER	618.45
WT247 - CDGA CONS WATER #11	0.00
WT248 - RISSE ROAD EXTENSION	103.14
CANANDAIGUA SANITARY SEWER	1,718.08
OUT OF DISTRICT WATER USER	0.00
WO-247 CCWD #36	245.86
WD-EXT 40 NOTT ROAD	14.17
TOTAL AMOUNT	\$79,301.22

**NOW, THEREFORE BE IT RESOLVED**, the Town Board acting through its Water and Sewer Superintendents, shall transmit such Statement to the Ontario County Board of Supervisors which shall levy such sums against the property liable.

#### **RESOLUTION NO. 2016 – 267: APPROVAL OF CREDIT CARD PAYMENT CONTRACT**

**WHEREAS**, for the convenience of Town residents and other customers, the Town of Canandaigua through the Town Clerk's office has been offering a credit card payment option for activities such as park reservations, building permits, and taxes since April 2015; and

**WHEREAS**, the Town Clerk was recently notified by the currently credit card processing company (MunicipiPay) that the convenience fee was increasing and beginning January 2017 there would be a monthly software support fee to the Town; and

**WHEREAS**, upon receipt of this notification the Town Clerk began investigating other credit card processing companies to find a company that offers the same services at an equal to or lower cost to the user and at no cost to the Town of Canandaigua; and

**WHEREAS**, the Town Clerk was referred to a new credit card processing company (Value Payment Systems LLC ) by several other Ontario County municipal clerks and overall found their convenience fees to be lower than the current credit card processing company; and

**WHEREAS**, by switching to Value Payment Systems LLC the Town Clerk's office will be able to offer an online payment option for Town residents/property owners to pay the County/Town tax bill and point of sale options; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Clerk is recommending to the Town Board that the Town enter into an agreement with Value Payment Systems LLC, and furthermore

**BE IT RESOLVED**, the Canandaigua Town Board finds the credit card agreement with Value Payment Systems LLC acceptable and hereby directs the Supervisor to sign the necessary paperwork and for the Town Clerk to notify MunicipiPay that the Town is canceling their services.

#### **RESOLUTION NO. 2016 – 268: APPROVAL TO PARTNER WITH CANANDAIGUA NATIONAL BANK FOR WATER BILL PAYMENT ACH WITHDRAWALS**

**WHEREAS**, the Town Highway/Water Department and the Town Clerk offices have received numerous requests from residents to be able pay their water bill online or by an automatic withdrawal from their bank account; and

**WHEREAS**, the Town Clerk, Deputy Town Clerk, and Highway / Water Department Account Clerk have met with representatives from Canandaigua National Bank and have spoken with

representatives from Business Automated Systems (BAS) regarding the ability to provide this service to property owners within a Town of Canandaigua water district; and

**WHEREAS**, the Service Agreement between the Town of Canandaigua and Canandaigua National Bank would be at no cost to the Town or to the property owner; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Clerk is recommending to the Town Board that the Town enter into this agreement with Canandaigua National Bank; and furthermore

**BE IT RESOLVED**, the Canandaigua Town Board finds the Agreement with Canandaigua National Bank acceptable and hereby directs the Supervisor to sign the necessary paperwork.

**RESOLUTION NO. 2016 – 269: REVIEW OF SPEED LIMIT ON COUNTY ROAD 10 BETWEEN COUNTY ROAD 46 AND RECREATION DRIVE**

**WHEREAS**, the Town Clerk's office on October 27, 2016 via electronic mail received a request from Habitat for Humanity who owns property at 3040 County Road 10; and

**WHEREAS**, Habitat for Humanity is requesting the Town Board to review the speed limit study along County Road 10 between County Road 46 and Recreation Drive; and

**WHEREAS**, the Town Board has reviewed the request and directs the Town Clerk to submit a TE-9 request to the Ontario County Department of Public Works.

**RESOLUTION NO. 2016 – 270: BUDGET MODIFICATION**

**WHEREAS**, It is necessary to make improvements to the transfer site facilities; and

**WHEREAS**, Funds for the expense were not budgeted for 2016; and

**WHEREAS**, Sufficient funds exist in the Buildings Contractual account; and

**WHEREAS**, The Bookkeeper has recommended to the Budget Officer that the shortfall be offset by transferring the required funds from the balance in the Contractual line; now, therefore, be it

**RESOLVED**, that this Board directs the Budget Officer to amend the 2016 budget as follows:

Increase A.1620.203, Buildings, Capital, by \$35,000.00

Decrease A.1620.400, Buildings, Contractual by \$35,000.00

**RESOLUTION NO. 2016 – 271: SURPLUS 2003 FORD F-550 SIGN TRUCK**

**WHEREAS**, the 2003 Ford F-550 super duty pickup truck known as Truck #10, or the sign truck, is no longer operable; and

**WHEREAS**, in 2012 the Highway Superintendent had the engine of this truck rebuilt in order to lengthen the useful life of this vehicle; and

**WHEREAS**, this truck now has over 100,000 miles and will need the engine rebuilt again in order to operate; and

**WHEREAS**, it is the recommendation of the Highway Superintendent to surplus this vehicle and sell it using RTI Auction's online auction service; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby designates the 2003 Ford F-550 pickup truck to be surplus and directs the Highway Superintendent to submit this vehicle to auction.

**RESOLUTION NO. 2016 – 272: AUTHORIZATION TO ISSUE AN RFQ FOR UTILITY BILLING SOFTWARE**

**WHEREAS**, the current utility billing software used by the Water Department and Town Clerk's office has experienced continuous problems with reporting, balancing, and lost information; and

**WHEREAS**, the current utility billing software also does not offer online, self-service options for utility customers; and

**WHEREAS**, the Town Board of the Town of Canandaigua requires utility billing software to provide accurate reports and monthly balances and sees value in offering utility customers self-service options; and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to welcome quotes for utility billing software through the issuance of a Request for Quote; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby directs the Water Superintendent and Town Clerk to issue a RFQ for new utility billing software.

**RESOLUTION NO. 2016 – 273: AUTHORIZATION TO ISSUE AN RFQ FOR POINT OF SALE EQUIPMENT FOR THE TRANSFER STATION**

**WHEREAS**, the Transfer Station currently operates on a coupon exchange system where residents purchase coupons to dispose of certain items; and

**WHEREAS**, the self-service coupon machine located at the Transfer Station is going out of service at an increasing rate; and

**WHEREAS**, the Town Board of the Town of Canandaigua requires the exchange system to operate efficiently; and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to welcome quotes for point of sale equipment for the transfer station through the issuance of a Request for Quote; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby directs the Water Superintendent and Town Clerk to issue a RFQ for point of sale equipment for the transfer station.



**RESOLUTION NO. 2016 – 274: ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES FOR MAP, PLAN AND REPORT FOR THE WOOLHOUSE/ROSSIER RD WATER DISTRICT EXTENSION**

**WHEREAS**, Town of Canandaigua residents in the area of Woolhouse and Rossier Roads requested the Water Superintendent and Town Board investigate a potential water district extension; and

**WHEREAS**, Town of Canandaigua residents in the potential water district were invited to an informational meeting held on October 13, 2016 by the Public Works Committee to discuss the potential extension; and

**WHEREAS**, Town of Canandaigua residents in the potential water district overwhelmingly support the Woolhouse/Rossier Rd water district extension; and

**WHEREAS**, a copy of the Proposal for Professional Services for Map, Plan and Report for the Woolhouse/Rossier Rd Water District Extension presented to the Town Board for consideration is included with this resolution and is identified as Attachment 7 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**WHEREAS**, the cost for the Map, Plan and Report is \$5,500.00 to be charged to the 2016 budget line F.8310.450; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby:

1. accepts the proposal for professional services from MRB Group;
2. directs the Town Supervisor to sign the proposal;
3. directs the Town Clerk to keep a fully executed copy of this agreement on file in the Town Clerk's Office.

**RESOLUTION NO. 2016 – 275: APPROVAL OF AIA DOCUMENT FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTATION, AND BIDDING PHASES OF PROPOSED NEW HIGHWAY FACILITY**

**WHEREAS**, Schematic Design documents prepared by MRB Group for the proposed new highway facility have been studied and approved by the Town Board and made available to the public by submitting to news media, at several public information meeting, and on file with the Town Clerk's office; and

**WHEREAS**, the Canandaigua Town Board wishes to move to the next architectural phase of the proposed new highway facility project; and

**WHEREAS**, MRB Group has submitted an AIA Document: Standard Form of Agreement between Owner and Architect for the Design Development phase, Construction Documentation phase, and Bidding Phase services for the proposed new highway facility; and

**WHEREAS**, a copy of the AIA Document presented to the Town Board for consideration is included with this resolution and is identified as Attachment 8 to the agenda; this information is also is available for review on the Town's website and is on file with the Town Clerk's office; and

**WHEREAS**, the cost for this service is \$ 291,600.00 to be paid from the Capital Reserve Fund (H.\_\_\_\_); and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby:

1. approves the AIA Document: Standard Form of Agreement between Owner and Architect with MRB Group;
2. directs the Town Supervisor to sign this agreement;
3. directs the Town Clerk to keep a fully executed copy of this agreement on file in the Town Clerk's office.

**RESOLUTION NO. 2016 – 276: ADOPTION OF NEW ROADS FOR 2016 CERTIFICATION OF LOCAL HIGHWAY MILEAGE**

**WHEREAS**, the Highway Superintendent is requested by the New York State Department of Transportation to complete a Certification of Local Highway Mileage annually; and

**WHEREAS**, the Annual Certification of Local Highway Mileage is required to remain in conformance with Subdivisions 13 and 15 of section 10 of the Highway Law and with the Transportation Systems Assistance and Financing Act of 1981, as amended, which created the Consolidated Local Street and Highway Improvement Program (CHIPS); and

**WHEREAS**, there are four new roads located within the jurisdiction of the Town of Canandaigua to be added to the Local Highway Inventory; and

**WHEREAS**, the road names are Crescent Circle, Sage Terrace, St. James Parkway, and East Ruskin Lane; and

**WHEREAS**, a copy of each road name with beginning point, end point and length presented to the Town Board for consideration is included with this resolution and is identified as Attachment 9 to the agenda; this information is also is available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby accepts all legal responsibilities and maintenance and repair responsibilities for Crescent Circle, Sage Terrace, St. James Parkway, and East Ruskin Lane.

**RESOLUTION NO. 2016 – 277: SOIL EROSION CONTROL AND SEDIMENT CONTROL SURETY FOR 0000 NOTT ROAD (TAX MAP # 111.00-1-14.500)**

**WHEREAS**, the Town of Canandaigua Planning Board has granted a single-stage site plan approval for the construction of a single family dwelling on 0000 Nott Road (Tax Map # 111.00-1-14.500), Canandaigua; and

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

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

**WHEREAS**, the applicant has provided a check in the amount of \$ 1,853.00 for the purposes of the erosion and sediment control surety; and

**WHEREAS**, a copy of the soil erosion control surety presented to the Town Board for consideration is included with this resolution and is identified as Attachment 10 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby approve and accept a soil erosion control surety in the total amount of \$ 1,853.00 in the form of a check.

**RESOLUTION # 2016 – 278: ACCEPTANCE AND AUTHORIZATION OF PARKS AND TRAILS COMMITTEE RECOMMENDATION TO UTILIZE MLA FOR THE TOWN OF CANANDAIGUA PARKS AND TRAILS MASTER PLAN**

**WHEREAS**, the Town Board of the Town of Canandaigua (Town Board) has received a recommendation from the Parks, Recreation and Trails Committee to hire a firm to assist the community through the creation of a Town of Canandaigua Parks, Recreation and Trails Master Plan; and

**WHEREAS**, the Town Board authorized the issuance of an RFQ/RFP for the Town of Canandaigua Parks, Recreation and Trails Master Plan (Resolution # 2016-199) drafted and completed by the Director of Parks and Recreation, Director of Development, and the Chairperson of the Parks and Recreation Committee; and

**WHEREAS**, the RFQ/RFP was advertised and information provided to a combination of organizations for information dissemination including the Town of Canandaigua website and official Facebook page; and

**WHEREAS**, the Director of Parks and Recreation met with Two and spoke with Five potential respondents to the RFQ/RFP; and

**WHEREAS**, five proposals were submitted to the Town of Canandaigua Director of Parks and Recreation by the October 14, 2016 deadline; and

**WHEREAS**, McCord Landscape Architecture (MLA) provided a detailed proposal for design and implementation of a Parks, Recreation and Trails Master Plan; and

**WHEREAS**, MLA has distinguished itself in the Finger Lakes and Greater Rochester area for parks and trails planning; and

**WHEREAS**, it is the recommendation of the Parks and Trails Committee that the MLA proposal dated October 12, 2016 be selected to complete the Town of Canandaigua Parks, Recreation and Trails Master Plan; and

**WHEREAS**, a copy of the Committee Review presented to the Town Board for consideration is included with this resolution and is identified as Attachment 11 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua authorize the Town Supervisor and Director of Parks and Recreation to execute all documents relative to the acceptance of the McCord Landscape Architecture proposal dated October 12, 2016 for a Town of Canandaigua Parks, Recreation, and Trails Master Plan with an estimated cost of \$24,510, which is not to be exceeded; and

**BE IT FURTHER RESOLVED**, the Director of Parks and Recreation provide a monthly update to the Town Board regarding the status of the project.

**RESOLUTION NO. 2016 – 279: SCHEDULING OF PUBLIC HEARING TO CONSIDER PROPOSED IMPROVEMENTS TO THE CANANDAIGUA-FARMINGTON WATER DISTRICT AND THE CANANDAIGUA-HOPEWELL WATER DISTRICT**

**WHEREAS**, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interests of the Town to schedule a public hearing to solicit public comment upon proposed improvements to the Canandaigua-Farmington Water District and the Canandaigua-Hopewell Water District pursuant to Section 202-b of the New York State Town Law; and

**WHEREAS**, MRB Group has prepared a map, plan and cost estimate showing the proposed improvements consisting of construction of a meter vault at the intersection of Andrews Road and Arnold Road in the Town of Canandaigua, New York. The meter vault is intended to eliminate dead-end water mains on Andrews Road, improve water quality and improve available fire flows in both water districts. Also, this interconnection will reduce the average water age and increase the available fire flow in both the Canandaigua-Farmington Water District and the Canandaigua-Hopewell Water District; and

**WHEREAS**, the plan shows the estimated costs of these 202-b improvements to be \$83,950 with the Canandaigua-Farmington Water District being responsible for \$41,975 of this cost and the Canandaigua-Hopewell Water District being responsible for \$41,975 of the cost; and now therefore be it

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Canandaigua hereby establishes a public hearing to be held on December 19, 2016 at 6:00 p.m. at the Canandaigua Town Hall; and be it further

**BE IT FURTHER RESOLVED**, that the Town Clerk, be and hereby is, directed to forward to the official newspapers of the Town a Notice of Public Hearing in the form substantially the same as that attached hereto as Attachment 12, such notice to be published not less than ten nor more than twenty days before the day set herein for the public hearing; and be it further

**BE IT FINALLY RESOLVED**, that the Town Clerk be, and she hereby is, directed to post a copy of the Notice of Public Hearing on the Town of Canandaigua sign board, not less than ten nor more than twenty days before the day set herein for the public hearing.

**RESOLUTION NO. 2016 – 280: SEQR DETERMINATION TOWN BOARD INTENT TO DECLARE LEAD AGENCY FOR THE TOWN OF CANANDAIGUA AGRICULTURAL ENHANCEMENT PLAN**

**WHEREAS**, the Town Board is considering adoption of a Town of Canandaigua Agricultural Enhancement Plan (the plan); and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to coordinate Lead Agency Status pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law (6 NYCRR Part 617); and

**WHEREAS**, the Town Board of the Town of Canandaigua intends to determine the proposed action to be classified as a UNLISTED Action under SEQR Regulations per §617 and is not likely to have an adverse impact on the environment; and

**WHEREAS**, the Town Board of the Town of Canandaigua seeks Lead Agency Status for the environmental review of the proposed action; and

**WHEREAS**, the Town Board of the Town of Canandaigua held a public hearing on the draft plan at their meeting on November 21, 2016; and

**WHEREAS**, the Town of Canandaigua Agriculture Project Team and the Citizen's Implementation Committee have recommended the adoption of the plan; and

**WHEREAS**, the Agriculture Project Team and the Citizen's Implementation Committee held a public informational meeting on the draft plan on November 1, 2016; and

**WHEREAS**, the Town Board, the Planning Board, the Environmental Conservation Board, the Citizen's Implementation Committee, and the Agriculture Project Team held a joint public meeting on October 26, 2016 to review the entire document; and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to coordinate Lead Agency status with the following involved agencies and interested parties/stakeholders: Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board, the Ontario County Agriculture Enhancement Board, and the NYS Department of Agriculture and Markets; and

**WHEREAS**, a copy of the Lead Agency Coordination Request and Short Environmental Assessment Form presented to the Town Board for consideration is included with this resolution and is identified as Attachment 13 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua directs the Town Clerk to submit copies of this resolution, lead agency coordination request form, the short EAF (part 1), and a link or posting of the draft plan to the Town of Canandaigua website and referral to the Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board, the Ontario County Agriculture Enhancement Board, and the NYS Department of Agriculture and Markets.

**RESOLUTION NO. 2016 – 281: SETTING PUBLIC HEARING AND SEQR DETERMINATION**  
**TOWN BOARD INTENT TO DECLARE LEAD AGENCY FOR THE TOWN OF**  
**CANANDAIGUA SEWER MASTER PLAN**

**WHEREAS**, the Town Board is considering adoption of a Town of Canandaigua Sewer Master Plan (the plan); and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to coordinate Lead Agency Status pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State

Environmental Quality Review Act) of the Environmental Conservation Law (6 NYCRR Part 617); and

**WHEREAS**, the Town Board of the Town of Canandaigua intends to determine the proposed action to be classified as a UNLISTED Action under SEQR Regulations per §617 and is not likely to have an adverse impact on the environment; and

**WHEREAS**, the Town Board of the Town of Canandaigua seeks Lead Agency Status for the environmental review of the proposed action; and

**WHEREAS**, the it is the intent of the Town Board of the Town of Canandaigua to hold a public hearing on the draft plan at their meeting on December 19, 2016; and

**WHEREAS**, the Town of Canandaigua Sewer Master Plan Team and the Citizen's Implementation Committee have recommended the adoption of the plan; and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to coordinate Lead Agency status with the following involved agencies and interested parties/stakeholders: Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board; and

**WHEREAS**, a copy of the Lead Agency Coordination Request and Full Environmental Assessment Form presented to the Town Board for consideration is included with this resolution and is identified as Attachment 14 to the agenda; this information is also is available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua directs the Town Clerk to submit copies of this resolution, lead agency coordination request form, the full EAF (part 1), and a link or posting of the draft plan to the Town of Canandaigua website and referral to the Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board; and

**BE IT FINALLY RESOLVED**, the Town Board of the Town of Canandaigua hereby establishes a public hearing on the Sewer Master Plan and the SEQR determination to be held on December 19, 2016 at 6:00pm at the Canandaigua Town Hall for the purposes of providing the public an opportunity to provide comment before the Town Board makes a determination of significance on SEQR for the proposed action identified as the adoption of the Town of Canandaigua Sewer Master Plan.

**RESOLUTION NO. 2016 – 282: AUTHORIZATION FOR TOWN OF CANANDAIGUA TO ENTER INTO STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT (CHESHIRE VOLUNTEER FIRE DEPARTMENT, INC.)**

**WHEREAS**, the Town of Canandaigua and Cheshire Fire Department (signed by Jeffrey Moulton, authorized representative for Cheshire Volunteer Fire Department, Inc.), having an address of 5439 Routes 5 & 20 West, Canandaigua, NY 14424, wish to enter into an agreement to provide for the long term maintenance and continuation of permanent stormwater control maintenance measures approved by the Town of Canandaigua Town Engineer and the Town of Canandaigua Planning Board; and

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

**WHEREAS**, the Town and the facility owner, Cheshire Volunteer Fire Department, Inc.; desire that the permanent stormwater control measures be constructed, as detailed on the approved project plans, and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity by the facility and property owner (Cheshire Volunteer Fire Department) in order to ensure optimum performance of the components; and

**WHEREAS**, the facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua authorizes the Stormwater Control Facilities Maintenance Agreement for the project known as Cheshire Volunteer Fire Department; and

**WHEREAS**, a copy of the Stormwater Control Facilities Maintenance Agreement presented to the Town Board for consideration is included with this resolution and is identified as Attachment 15 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**BE IT FINALLY RESOLVED**, the Town Board of the Town of Canandaigua authorizes the Town Supervisor to sign the Stormwater Control Facilities Maintenance Agreement for the project identified above as Cheshire Volunteer Fire Department and owned by Cheshire Volunteer Fire Department, Inc.

**RESOLUTION NO. 2016 – 283: AUTHORIZATION FOR TOWN OF CANANDAIGUA TO ENTER INTO STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT (CENTERPOINTE TOWNHOMES)**

**WHEREAS**, the Town of Canandaigua and Morgan Canandaigua Lands, LLC (signed by Kevin Morgan, managing member of Morgan Canandaigua Lands, LLC), having an address of 1080 Pittsford Victor Road, Pittsford, NY 14534, wish to enter into an agreement with the Town of Canandaigua to provide for the long term maintenance and continuation of permanent stormwater control maintenance measures reviewed and approved by the Town of Canandaigua Town Engineer and the Town of Canandaigua Planning Board; and

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

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

**WHEREAS**, the facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures; and

**WHEREAS**, a copy of the Stormwater Control Facilities Maintenance Agreement presented to the Town Board for consideration is included with this resolution and is identified as Attachment 16 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua authorizes the Stormwater Control Facilities Maintenance Agreement for the project known as CenterPointe Townhomes; and

**BE IT FINALLY RESOLVED**, the Town Board of the Town of Canandaigua authorizes the Town Supervisor to sign the Stormwater Control Facilities Maintenance Agreement for the project identified above as CenterPointe Townhomes and owned by Canandaigua Lands, LLC.

**RESOLUTION NO. 2016 – 284: SEQR DETERMINATION OF NON-SIGNIFICANCE FOR THE PROPOSED TOWN OF CANANDAIGUA HIGHWAY FACILITY IMPROVEMENTS PROJECT**

**WHEREAS**, the Town Board of the Town of Canandaigua determines said proposed Town of Canandaigua Highway Facility Improvements Project to be a Type 1 Action pursuant to the State Environmental Quality Review (SEQR) Regulations §617 of the NYS Department of Environmental Conservation Law; and

**WHEREAS**, the Town of Canandaigua Development Office has coordinated the review with a number of agencies and stakeholders including the Town of Canandaigua Environmental Conservation Board, the Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, NYS Office of Parks, Recreation and Historic Preservation, New York State Department of Transportation, Region 4, US Army Corps of Engineers, New York State Department of Environmental Conservation Region 8, and the Ontario County Planning Department; and

**WHEREAS**, the Town Board of the Town of Canandaigua held a public hearing on the proposed Action on November 21, 2016; and

**WHEREAS**, the Town Board of the Town of Canandaigua has not received any written objections from the involved agencies to the Board's being designated as the lead agency under the SEQR Regulations; and

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

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

**WHEREAS**, a copy of the documents presented to the Town Board for consideration is included with this resolution and is identified as Attachment 17 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua that does hereby designate itself as the lead agency for the Action identified above herein; and

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



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

**BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed Action identified above herein; and

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

**BE IT FINALLY RESOLVED**, the Town Board of the Town of Canandaigua directs the Town Clerk to include SEQR, findings, and narrative of the Town Board of the Town of Canandaigua as it pertains to this Action for filing purposes.

**RESOLUTION NO. 2016 – 285: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 2970 COUNTY ROAD 10 (TAX MAP # 84.00-1-17.100)**

**WHEREAS**, the Town of Canandaigua Planning Board has granted a single-stage site plan approval for the construction of a solar array project at 2970 County Road 10, Canandaigua; and

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

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

**WHEREAS**, the applicant has provided a bond in the amount of \$ 30,000.00 for the purposes of the erosion and sediment control surety; and

**WHEREAS**, a copy of the Erosion Control Surety Estimate Review presented to the Town Board for consideration is included with this resolution and is identified as Attachment 18 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby approve and accept a soil erosion control surety in the total amount of \$ 30,000.00 in the form of a bond.

**RESOLUTION NO. 2016 – 286: ADOPTION OF THE STATE OF NEW YORK DEFERRED COMPENSATION PLAN**

**WHEREAS**, the Town of Canandaigua wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the "Plan") for voluntary participation of all eligible employees; and

**WHEREAS**, the Town of Canandaigua is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law; and

**WHEREAS**, the Town of Canandaigua has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

**WHEREAS**, the purpose of the Plan is to encourage employees to make and continue careers with the Town of Canandaigua by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement; and

**WHEREAS**, a copy of the recommendations from the Personnel Committee presented to the Town Board for consideration is included with this resolution and is identified as Attachment 19 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**RESOLVED**, that the Town of Canandaigua hereby adopts the Plan for the voluntary participation of all eligible employees; and

**RESOLVED**, that the appropriate officials of the Town of Canandaigua are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and

**NOW, THEREFORE BE IT RESOLVED**, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

**RESOLUTION NO. 2016 – 287: TOWN OF CANANDAIGUA EMPLOYEE HANDBOOK MODIFICATIONS**

**WHEREAS**, the Town Board of the Town of Canandaigua is desirous of maintaining an up-to-date Employee Handbook which details current and accurate personnel policies and procedures, employee benefits, compliance policies, and other pertinent information governing employment related matters; and

**WHEREAS**, the Town Board has retained Public Sector HR Consultants LLC to maintain and update the Town's Employee Handbook to accomplish the foregoing objectives; and

**WHEREAS**, the Personnel Committee has been reviewing the Town of Canandaigua Employee Handbook over the past few months and has provided a list of changes to be considered by the Town Board; and

**WHEREAS**, a copy of the recommendations from the Personnel Committee presented to the Town Board for consideration is included with this resolution and is identified as Attachment 20 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**BE IT RESOLVED**, this 21<sup>st</sup> day of November, 2016 that these revisions (#1-17) be adopted as part of the official Employee Handbook of the Town of Canandaigua.

**RESOLUTION NO. 2016 – 288: SEQR DETERMINATION TOWN BOARD INTENT TO  
DECLARE LEAD AGENCY FOR REZONING REQUEST AND PROJECT KNOWN AS  
DIMARCO GROUP CDA CR10**

**WHEREAS**, the Town Board is considering a request for rezoning of 4599 County Road 46, and 3000, 3076 County Road 10 from Community Commercial (CC) to Mixed Use Overlay (MUO-3) for the proposed construction of three phases of 96 affordable apartments, and a fourth phase of 96 market rate apartments; and

**WHEREAS**, the Town Board at their meeting on August 15, 2016, and November 21, 2016 listened to the proposed project and passed Resolution # 2016-192 referring the proposed project to the Town of Canandaigua Planning Board and the Town of Canandaigua Environmental Conservation Board for an advisory report; and

**WHEREAS**, the Town of Canandaigua Planning Board on September 27, 2017 reviewed the project and provided an advisory report dated September 30, 2016; and

**WHEREAS**, the Town of Canandaigua Environmental Conservation Board on October 6, 2016 reviewed the project and provided an advisory report dated October 10, 2016; and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to coordinate Lead Agency Status pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law (6 NYCRR Part 617); and

**WHEREAS**, the Town Board of the Town of Canandaigua intends to determine the proposed action to be classified as a Type I Action under SEQR Regulations per §617 and has received a full environmental assessment form (Part 1); and

**WHEREAS**, the Town Board of the Town of Canandaigua seeks Lead Agency Status for the environmental review of the proposed action; and

**WHEREAS**, the Town Board of the Town of Canandaigua would like to coordinate Lead Agency status with the following involved agencies and interested parties/stakeholders: Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board, Town of Hopewell, Canandaigua – Hopewell Water District, Ontario County Department of Public Works, Canandaigua Lake County Sewer District, Town of Canandaigua Highway Water Superintendent, NYS DEC, US Army Corps of Engineers, and Canandaigua School District; and

**WHEREAS**, a copy of the Lead Agency Coordination Request and Full Environmental Assessment Form presented to the Town Board for consideration is included with this resolution and is identified as Attachment 21 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua directs the Director of Development and the Town Clerk to submit copies of this resolution, lead agency coordination request form, the full EAF (part 1), and a link or posting of the draft project to the Town of Canandaigua website and referral to Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board, Town of Hopewell, Canandaigua – Hopewell Water District, Ontario County Department of Public Works, Canandaigua Lake County Sewer District, Town of Canandaigua Highway Water Superintendent, NYS DEC, US Army Corps of Engineers, and Canandaigua School District.

**RESOLUTION NO. 2016 – 289: AUTHORIZATION TO REFER DIMARCO GROUP CDA CR10 PROJECT TO THE TOWN OF CANANDAIGUA PLANNING BOARD**

**WHEREAS**, the Town Board is considering a request for rezoning of 4599 County Road 46, and 3000, 3076 County Road 10 from Community Commercial (CC) to Mixed Use Overlay (MUO-3) for the proposed construction of three phases of 96 affordable apartments, and a fourth phase of 96 market rate apartments; and

**WHEREAS**, the Town Board at their meeting on August 15, 2016, and November 21, 2016 listened to the proposed project and passed Resolution # 2016-192 on August 15, 2016 referring the proposed project to the Town of Canandaigua Planning Board and the Town of Canandaigua Environmental Conservation Board for an advisory report; and

**WHEREAS**, the Town of Canandaigua Planning Board on September 27, 2017 reviewed the project and provided an advisory report dated September 30, 2016; and

**WHEREAS**, the Town of Canandaigua Environmental Conservation Board on October 6, 2016 reviewed the project and provided an advisory report dated October 10, 2016; and

**WHEREAS**, the Town Board at their meeting on November 21, 2016 considered Resolution # 2016-288 in which the Town Board expressed their intent to coordinate Lead Agency Status pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law (6 NYCRR Part 617), and expressed the Town Board's intent to declare Lead Agency Status; and

**WHEREAS**, per Town Code §220-33 C (2) the Town Board wishes to further consider the rezoning petition by directing the owner to prepare and submit an application for Preliminary Site Plan approval to the Planning Board; and

**WHEREAS**, the Town Board of the Town of Canandaigua is coordinating Lead Agency status with the following involved agencies and interested parties/stakeholders: Town of Canandaigua Planning Board, Town of Canandaigua Zoning Board of Appeals, Town of Canandaigua Environmental Conservation Board, Ontario County Planning Board, Town of Hopewell, Canandaigua – Hopewell Water District, Ontario County Department of Public Works, Canandaigua Lake County Sewer District, Town of Canandaigua Highway Water Superintendent, NYS DEC, US Army Corps of Engineers, and Canandaigua School District; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Town Board after review of the petition to amend the zoning map, and subsequent application information directs the owner to prepare and submit an application for Preliminary Site Plan approval to the Planning Board; and

**BE IT FINALLY RESOLVED**, the Town Board directs the owner shall have 180 days from approval of this resolution, which period may be extended by the Town Board, to obtain preliminary site plan approval from the Planning Board conditioned upon the proposed rezoning to a Mixed Use District per Town Code §220-33C(2).

**RESOLUTION NO. 2016 – 290: ESTABLISHING THE STANDARD WORK DAY FOR RETIREMENT PURPOSES**

**WHEREAS**, the New York State and Local Employees' Retirement System requires that a standard workday be established for retirement credit purposes; and

**WHEREAS**, the Town of Canandaigua has reviewed and recommends establishment of standard work days for certain positions; and

**RESOLVED**, that the Town of Canandaigua hereby establishes the following as standard work days for the certain positions: and

**RESOLVED**, that the Town of Canandaigua will report the following days worked in the New York State Employees' Retirement System based on the employer's time keeping system and who are members of the Retirement System.

Title	Standard Work Day
Town Justice	6

**NOW, THEREFORE BE IT RESOLVED**, that a certified copy of this resolution be transmitted by the Town of Canandaigua Town Clerk to the New York State Comptroller.

**RESOLUTION NO. 2016 - 291: BOND RESOLUTION DATED NOVEMBER 21, 2016 OF THE TOWN BOARD OF THE TOWN OF CANANDAIGUA, NEW YORK, AUTHORIZING GENERAL OBLIGATION BONDS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS CONSISTING OF CONSTRUCTION AND RECONSTRUCTION OF TOWN FACILITIES, AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES IN CONTEMPLATION THEREOF, THE EXPENDITURE OF SUMS FOR SUCH PURPOSE, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the Town, acting as lead agency under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), has completed its environmental review and, on November 21, 2016, has duly issued a negative declaration and has determined that the implementation of the type I action as proposed will not result in any significant adverse environmental impacts; now therefore, be it

**WHEREAS**, a copy of the information presented to the Town Board for consideration is included with this resolution and is identified as Attachment 22 to the agenda; this information is also is available for review on the Town's website and is on file with the Town Clerk's office; and

**RESOLVED BY THE TOWN BOARD OF THE TOWN OF CANANDAIGUA, NEW YORK** (hereinafter referred to as the "Town"), by the favorable vote of not less than two-thirds of all of the members of such Board, as follows:

**Section 1.** The Town of Canandaigua shall undertake certain capital improvements consisting of the removal of the existing highway garage facility and construction of a new approximately 41,000 square foot highway garage facility, transfer station building, reconstruction of an existing cold storage building, relocation of the fueling station, and appurtenances, various site and other incidental improvements in connection therewith and the acquisition of original furnishings, equipment, machinery or apparatus that may be required in connection therewith for such construction and Town use (hereinafter referred to as "purpose"), and general obligation serial bonds in an aggregate principal amount not to exceed \$6,000,000 and bond anticipation notes in anticipation thereof (and renewals thereof) of the Town are hereby authorized to be issued to finance said purpose and said amount is hereby appropriated therefore.

Section 2. The maximum aggregate cost of said purpose, which may include preliminary costs and costs incidental thereto and costs of the financing thereof, is estimated to be \$6,000,000. The plan for financing of said purpose is to provide all of such maximum cost by issuance of bonds or bond anticipation notes as herein authorized, to be offset and reduced dollar for dollar by the amount to be expended from the existing capital reserve fund, presently estimated to be up to \$1,000,000.

Section 3. It is hereby determined and declared that (a) such buildings are and shall be class "A" buildings as defined in Subdivision 11 of this of Paragraph (a) of Section 11.00 of the Local Finance Law, and said purpose is one of the class of objects or purposes described in Subdivisions 11, 12 & 93 of Paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is restricted to twenty-five (25) years, (b) the proposed maximum maturity of said bonds authorized by this resolution will be in excess of five years, (c) current funds required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, to the extent applicable, if any, will be provided, (d) the notes herein authorized are not issued in anticipation of bonds for an assessable improvement, and (e) there are presently no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

Section 4. The bonds and notes authorized by this resolution shall contain the recital of validity prescribed in Section 52.00 of the Local Finance Law and such bonds and notes shall be general obligations of the Town and all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes.

Section 5. It is hereby determined and declared that the Town reasonably expects to reimburse the general fund, or such other fund as may be utilized, not to exceed the maximum amount authorized herein, from the proceeds of the obligations authorized hereby for expenditures, if any, from such fund that may be made for the purpose prior to the date of the issuance of such obligations. This is a declaration of official intent under Treasury Regulation §1.150-2.

Section 6. The power to further authorize the sale, issuance and delivery of said bonds and notes and to prescribe the terms, form and contents of said bonds and notes, including, without limitation, the consolidation with other issues, the determination to issue bonds with substantially level or declining annual debt service, all contracts for, and determinations with respect to, credit or liquidity enhancements, if any, and to sell and deliver said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, including without limitation, the authority to determine whether to accept bids electronically to the extent allowed by Section 58.00 of the Local Finance Law, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign by manual or facsimile signature and attest any bonds and notes issued pursuant to this resolution, and are hereby authorized to affix to such bonds and notes the corporate seal of the Town of Canandaigua.

Section 7. The faith and credit of the Town of Canandaigua, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. An annual appropriation shall be made in

each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 8. After compliance with Section 9 hereof, this resolution shall be published in full by the Town Clerk of the Town of Canandaigua together with a notice in substantially the form prescribed by Section 81.00 of said Local Finance Law, and such publication shall be in each official newspaper of the Town, in the manner prescribed by law. The validity of said bonds and bond anticipation notes issued in anticipation of the sale of said serial bonds, may be contested only if such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or the provisions of law which should be complied with, at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or if said obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution is subject to a permissive referendum of the qualified electors of the Town of Canandaigua, pursuant to Section 35.00 of the Local Finance Law.

**RESOLUTION NO. 2016 - 292: AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE TOWN CAMPUS RESERVE FUND, SUBJECT PERMISSIVE REFERENDUM**

**NOW, THEREFORE, BE IT RESOLVED** that, the Town Board of the Town of Canandaigua, duly convened in regular session, does hereby resolve pursuant to the provisions of section 6-c of the General Municipal Law of the State of New York that the Town Supervisor, or Deputy Supervisor, of the Town of Canandaigua be and hereby is authorized and directed to transfer from the Town Campus Reserve Fund of the Town of Canandaigua to any contractual expense item related to the capital improvement consisting of the removal of the existing highway garage facility and construction of a new approximately 41,000 square foot highway garage facility, transfer station building, reconstruction of an existing cold storage building, relocation of the fueling station, and appurtenances, various site and other incidental improvements in connection therewith and the acquisition of original furnishings, equipment, machinery or apparatus that may be required in connection therewith for such construction and Town use, One-millions dollars (\$1,000,000.00) of the principal and accumulated interest in said Reserve Fund.

This resolution shall be subject to a permissive referendum, as permitted by law.

**RESOLUTION NO. 2016 - 293: BUDGET MODIFICATION**

**WHEREAS**, Engineering expenses related to the new highway facility have been incorrectly paid from the highway fund instead of the general fund; and

**WHEREAS**, the extent of said expenses had not been budgeted for in either the highway or general funds; and

**WHEREAS**, it is necessary to transfer the expenditures for the highway facility to the general fund; and

**WHEREAS**, there are also engineering expenses related to the Water Quality Improvement Plan which were not budgeted for in 2016; and

**WHEREAS**, the Bookkeeper has recommended to the Budget Officer to create new engineering accounts to properly track and account for these expenses in addition to making the entries to correctly account for the expenditures; and

**NOW, THEREFORE BE IT RESOLVED**, that this Board directs the Budget Officer to amend the 2016 budget as follows:

Create the following accounts:

A.1440.402, Engineering, Highway Facility

A.1440.404, Engineering, Water Quality Imp Areas

Increase A.1440.402, Engineering, Highway Facility by \$65,000

Increase A.1440.404, Engineering, Water Quality Imp Areas by \$7,000.00

Decrease A.1990.400, Contingency \$72,000.00

Make the correct journal entries to account for the prior paid invoices in the A and D by transferring those invoices to the newly created accounts.

- Approval of the following Town Board Meeting Minutes:
  - October 17, 2016
  - October 24, 2016
- Approval of Charge Back Billing –
  - The charge back billing summary presented to the Town Board for consideration is included with this agenda and is identified as Attachment 23 to the agenda. This information is also available for review on the Town's website and is on file with the Town Clerk's office.
- 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)
- Privilege of the Floor
- Other Business
- Privilege of the Floor
- Executive Session, as requested
- Adjournment



# ATTACHMENT 1

FIRE SERVICES AGREEMENT BETWEEN THE  
CITY OF CANANDAIGUA AND THE TOWN OF CANANDAIGUA

THIS AGREEMENT commencing the 1st day of January, 2017, by and between the CITY OF CANANDAIGUA, having its principal place of business at 2 North Main Street, Canandaigua, New York, 14424, Ontario County, New York, ("City"), and TOWN OF CANANDAIGUA, having its principal place of business at 5440 Route 5&20 West, Canandaigua, New York 14424 ("Town.") and both parties being municipal corporations organized and existing under and by virtue of the Laws of the State of New York.

WITNESSETH:

WHEREAS, the Town is need of fire protection for specific portions of the Town of Canandaigua Fire Protection District ("Town Fire District"); and

WHEREAS, the City has the equipment, personnel and experience to provide adequate fire protection; and

WHEREAS, the parties are desirous of entering into a contract for said purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. SCOPE OF SERVICES. The City shall provide fire protection in that portion of the Town of Canandaigua designated on Attachment #1, including the list of street, road and highway addresses shown on Attachment #2. In addition, the City shall also staff Fire Station #2 7 days a week, and twenty-four hours a day.

Fire protection shall be provided twenty-four hours a day, seven days a week. The City shall promptly dispatch, upon call from the Ontario County 911 Center or upon notification of fire by any other means, fire-fighting equipment and personnel to operate the same, and then make diligent efforts to control and extinguish all fires.

The City, in providing the services shall use its own means and methods, which shall not be subject to control, direction or supervision by the Town. All fire department equipment and personnel necessary and proper for the performance of this Contract shall be provided by the City at its sole cost and expense, and all persons engaged in fire department matters shall be subject to the exclusive control, direction and supervision of the City. The Town shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in fire protection and rescue services or activities in the performance of the obligations imposed by this Agreement in furnishing services to the Town.

The City Fire Chief shall also be the Fire Marshall for the designated fire protection area and as such shall be an advisor to the Canandaigua Town Board concerning enforcement of the New York State Fire Code.

By April 1st of each year the City shall prepare and provide to the Canandaigua Town Board a written fire service report for the preceding year. This report is to include the date; time and nature of each fire call in the designated fire service area, mutual aid calls to other fire protection areas within the Town Fire District, timeliness of the response, along with manpower and equipment responding to each call. The report shall also provide detail regarding the actual cost of fire service provided to the Town in the preceding year.

The City will present the Town with a copy of the City of Canandaigua's approved Fire Department budget within 30 days after it has been adopted and a copy of the City's fiscal year-end audit, which includes the Fire Department.

The City shall provide a person familiar with the budget to appear before the Town Board at the Town Board's request to discuss the budget in open session of a public meeting of the Town Board.

2. TERM. This Agreement shall be effective from January 1, 2017 through December 31, 201  .
3. CONSIDERATION. Consideration shall be paid by the Town to the City on March 15<sup>th</sup> of each year as follows:

March 15, 2017 -\$

From time to time the City may encounter unusual financial needs beyond its reasonable control. These may include, but are not limited to, new regulatory requirements, industry-wide cost increases for items such as fuel and insurance. When the City becomes aware of such needs beyond its reasonable control, it may report those needs to the Town, together with options and a plan to meet those needs. The Town, at its sole discretion may choose, but shall not be required to increase the consideration paid to the City for the remainder of the fiscal year for any portion of such needs that are associated with providing services under this Agreement.

4. COMPLIANCE WITH RULES, REGULATIONS AND LAWS. It is mutually agreed that all rules, regulations and laws, excluding local laws of the City of Canandaigua, pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

5. **GOVERNING LAW AND VENUE.** The Laws of the State of New York shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Ontario County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.

6. **HOLD HARMLESS.** Town shall save harmless the City of Canandaigua, its officers, and its employees and volunteers, from and against any and all liability, losses, claims, suits, causes of action, costs, reasonable attorney's fees, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action and/or cause of action by reason of any negligence on the part of the Town or its agents, officers, employees and/or volunteers.

City shall save harmless the Town of Canandaigua, its officers, and its employees and volunteers, from and against any and all liability, losses, claims, suits, causes of action, costs, reasonable attorney's fees, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action and/or cause of action by reason of any negligence on the part of the City or its agents, officers, employees and/or volunteers.

7. **NOTICE OF INJURY.** In the event that City's employees, or agents, are injured or cause injury or damage while in performance of services under this Agreement then the City shall cause written notice to be served upon the Town Supervisor at 5440 Routes 5 & 20 West, Canandaigua, New York 14424 within forty-eight hours of any such injury or damage.

8. **DEFAULT.** In the event that Town shall fail to comply with the payment provisions of this agreement, the City may, at its option, terminate this Agreement, provided it has given the Town written notice of such default in accordance with the provisions of this Agreement and the Town has failed to cure the same within thirty (30) business days following receipt of such notice with respect to the failure to pay any monies.

9. **TERMINATION.**

- a.) The Town may terminate this Agreement at any time with 30 days' advance written notice if the Town determines that the City is unable or unwilling to provide the scope of work described in this Agreement or the City fails to immediately correct any problems after notification of such problem from the Town. The Town may also terminate this Agreement upon 180 days' advance notice if the Town intends to use another entity to provide for Fire Protection in the service area identified in this Agreement.
- b.) The City may terminate this Agreement immediately upon written notice in the event of bankruptcy, insolvency, or any other financial condition creating reasonable doubt as to Town's ability to provide consideration.
- c.) Upon written notice of termination from either party, the City shall immediately cease all work under this Agreement.

d.) No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to indemnification or monies owed.

10. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11. AMENDMENTS. This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.

12. WAIVER. The failure of either party to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the Party's condoning of further nonperformance of such terms or conditions.

13. NOTICES. Any notice or consent required or permitted to be given pursuant to this Agreement shall be given to the respective parties in writing, by ordinary, first class mail or otherwise delivered to the addresses listed above, or any other addresses the parties may from time to time designate. Notices and consents, which are sent by mail, shall be deemed received by the other party five (5) days following their deposit in the U.S. Mail. Town agrees to accept service of process at the address listed above in any action brought by the City pursuant to this Agreement.

14. HEADINGS. Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.

15. MERGER CLAUSE. The parties agree this Fire Service Agreement and the attachments constitute the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing, and designated as an amendment to this Agreement, shall supersede or vary the positions herein.

16. AUTHORIZATION. Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party.

17. INSURANCE: The City agrees to maintain insurance coverage, as follows:

Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws.

Comprehensive General Liability: Shall have minimum limits of \$2,000,000 per occurrence for bodily injury liability and property damage liability.

Business Auto Policy: Shall have minimum limits of \$2,000,000.00 per occurrence combined for bodily injury liability and property damage liability.

The City shall include the Town as an additional insured on each of the liability policies required to be maintained by this Agreement.

The City shall maintain current, valid insurance policies meeting the requirements stated above during the entire duration of this Agreement. The City shall insure that for any policy of insurance held by the City pursuant to this Agreement that the Town receives any certificates for new insurance policies within thirty (30) days of the effective date of the policy and that the Town receives renewal certificates more than thirty (30) days prior to any expiration date on every policy. The City shall insure that the Town is provided thirty (30) days-notice of any event of a cancellation or modification of any policy of insurance held by the City pursuant to this Agreement. The City shall insure that certificates of insurance meeting the required insurance provisions shall be forwarded to the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY OF CANANDAIGUA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Fire Chief

ATTEST: \_\_\_\_\_  
City Clerk/Treasurer

TOWN BOARD OF THE TOWN  
OF CANANDAIGUA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Town Supervisor

\_\_\_\_\_  
Town Board Member

\_\_\_\_\_  
Town Board Member

\_\_\_\_\_  
Town Board Member

\_\_\_\_\_  
Town Board Member

ATTEST: \_\_\_\_\_  
Town Clerk

# ATTACHMENT 2

Dennis Brewer, Director of Parks and Recreation, report to the Town Board for November 21, 2016 meeting.

The Park and Recreation Committee and I reviewed the five "Request for Proposals for Parks and Recreation Master Plan". There is a resolution for the approval of MLR McCord Landscape Architecture to do the plan. They will be making a presentation to the Town Board in January or February.

The lawn mowers will be delivered on November 14.

The Halloween activity at Onanda Park was very successful. There are plans to hold it again next year.

I am holding a meeting about Miller Park on November 16 at 6:00 at town hall for an update on the park.

The minutes from the Park and Recreation Committee meeting on October 12, 2016 are enclosed.



Town of Canandaigua  
Parks and Recreation Committee

Minutes from October 12, 2016 meeting

Present: Ali Schenk, Jeff Graff, Mark McNeil, Stephanie Kunes, Adeline Rudolph, Dennis Brewer, Eric Cooper, Jean Chrisman

Chairperson Schenk called the meeting to order at 6:00 PM.

Jean discussed rentals at Onanda Park. It was felt the prices of the cabins, buildings and pavilions should remain the same for the 2017 season except for Abode which had a new bathroom and deck added. The committee suggested the rental for Abode be raised from \$225 to \$300 for residents and from \$410 to \$485 for non-residents. The daily rate should be kept the same.

The committee would like to see the upland cabins rented weekly any day of the week and not just from Saturday to Saturday as the lakeside cabins.

There was a short discussion on charging for the use of the playing fields. It was felt that should be part of the updated master plan.

Ali will be in charge of the Halloween activity at Onanda Park. The committee members are expected to help out on October 29<sup>th</sup> and come up with ideas for the event.

Dennis handed out the copies of the Request for Proposals for Parks and Recreation Master Plan:

Barton & Loguidice - \$44,700

Environmental Design & Research - \$40,500

Labella Associates - \$24,980

MLR McCord Landscape Architecture - \$21,010 plus \$3,500

Passero Associates - \$39,500

Page 2

Dates for meetings 2017

The 4<sup>th</sup> Wednesday of the month at 6:00

March 22 at Richard P. Outhouse Park

April 26 at Onanda Park

May 24 at Blue Heron (visit McJannett)

June 28 at West Lake Schoolhouse

July 26 at Leonard R. Pierce Park

August 23 at Town Hall

September 27 at Town Hall

October 25 at Town Hall

Next meeting is at Town Hall at 6:00 October 29, 2016

Submitted by Dennis Brewer

## Report of the Highway superintendent November 21, 2016

### Highway

1. Laura Lane has been completed.
2. Have been preparing for the upcoming snow removal
3. I have a resolution for adding town roads to the NYS DOT inventory for CHIP's that were not properly worded when the resolution was approved. The NYS DOT has gone from using the information of the highway superintendent giving the distance of the road to a GIS system to be accurate on the actual mileage in each town.
4. I am asking to surplus a 2003 Ford F-550 with over 100K miles as the engine has failed. This truck will need be replaced.
- 5.

### Water

1. Had a repair on West Street on the relay controls that operate the pressure sustaining valves on the pumps. They had stuck closed but did not send a signal to the pump to turn off. I had Colacino Electric remove the outdated system and install a new electrical system with redundancy to prevent this from occurring again.
2. I have a resolution for going out to get a RFQ on a new water utility software program. Kate, Jean and myself had a conference call with BAS on the current and ongoing issues with their software and at the end of the call we all felt that the current software is not being supported correctly and will not be in the future.
3. A resolution for the Map, Plan and Report from MRB Group on the water main extension # 42 or AKA Woolhouse and Rossier road is on the agenda. The cost to perform it is lower than the last one provided by MRB Group.
4. I will be discussing with the board about an out of district water user. This property is on Woolhouse road a 1,000 feet to the north of Nott road. The property owner is in dire need of sustainable water
5. Working with MRB on decommissioning a pressure reducing vault in the Quail bush townhomes. This vault and valve are in poor condition and the cost so replace is over \$ 50K. There will be some engineering cost for the DOH to allow it to proceed.

### Parks

1. I have staked out most of the trail at Miller Park using our GPS equipment. We also have the permit from the NYS DOT on the driveway curb cut to enter the property from 21.
2. Installing two Bocce Ball court pads of stone that the Rotary will be building.
3. New mowers and utility tractor will be delivered this month.

## Other items

Kate and I have found what we would think could be the next equipment for the transfer facility ticket machine. The name of the equipment is called Posiflex USA. Posiflex series is a KS7213 with 15" Touchscreen, Dual Core Atom Processor, 1.8 GHz, DDR3 RAM, POS Ready 7 OS with 32 Bit, Resistive Touch Screen. In addition, it includes RPower Software for the Main POS Software. It is a cashless system that works with credit cards, and pre-loaded cards. I will provide more information.

The transfer station is having a new building built by highway employees for the improved electronics storage and a place to have employees stay in when weather is poor.

I have been working with Coverall roof structures for a system to cover the fuel tank and open top bins.

Last month a discussion on a traffic light was discussed at 5 & 20 and our entrance. I have spoken to NYSDOT and they have provided some suggestions to help with our cause. I had Ontario County place the traffic counters for a week to provide the peak times and number of cars. I also have taken pictures at a height of 43 inches as this is the standard of design for sight distance facing East as there is a bit of a blind spot.

The sanitary sewer project on Brickyard road has begun.

I would like to discuss the possibility of creating a fill site to the property east of the town hall for the highway department to place fill in. This is to keep the town out of possible legal issues with placing fill on private property.

## Assessor's Report November 21, 2016

Year to date there have been 117 sales in Town with a median price of around \$260,000, up again from last month.

Ag exemption renewals have been sent out by my office, with Senior and enhanced STAR exemption renewals going out later this month.

Recently in the media there have been numerous articles about exemptions and tax exempt properties. If there were no exemptions or exempt properties in The Town of Canandaigua, the Town tax rate would be around \$0.75/thousand \$ of assessed value. Additional expenses to the Town would be around \$120,000 for our own tax liability on Town owned property.

In our Town the single largest exempt property is the VA center.

*Christopher Lyon, IAO*

**Town of Canandaigua**  
Director of Development  
Administrative Report  
November 21, 2016

**ADMINISTRATION / DEVELOPMENT OFFICE:**

**GENERAL:** General building permits issued for 2016 continue to outpace 2014 by about 15%; however, we will likely not achieve the same number of permits issued as in 2015. To date the Development Office has issued 474 building permits in 2016, compared to approximately 550 at the same time in 2015, and approximately 400 at the same time in 2014.

**BALD EAGLE NEST:** The NYS DEC has informed the Development Office of the existence of a bald eagle nest at a parcel on West Lake Blvd. Since, the parcel is currently listed for sale the DEC is working with perspective buyers of the property to ensure the protection of the nest. The DEC will be monitoring the site and has notified us of the intention to apply the endangered/threatened species regulations to the potential redevelopment of the site.

**AGRICULTURE:** On November 1<sup>st</sup>, the Ag Team, CIC, and Development Office coordinated an open public informational meeting on the draft Town of Canandaigua Agriculture Enhancement Plan. A number of farms and agriculture land owners were represented at the meeting to discuss in more detail the draft plan. One topic that came up several times was the need to involve the education community in the discussion on the protection and promotion of agriculture as a business. Several of our Ag Team members have volunteered to begin discussing that topic with education officials. Your November 21<sup>st</sup> agenda includes a public hearing on the draft plan. As discussed by the Ag Team, it would be the intent to ask the Town Board to consider a resolution at your November 21<sup>st</sup> meeting to start the SEQR process in order for you to take action on the recommended adoption of the plan at your December meeting.

Once the Ag Plan has been approved, an outcome we need to accomplish in early 2017 is the formation of an Agriculture Committee.

**PDR – BROCK ACRES:** On November 2<sup>nd</sup>, the NYS Department of Agriculture and Markets announced the award of a Farmland Protection Implementation Grant (PDR Program) Award to Brock Acres through Finger Lakes Land Trust and the Town of Canandaigua. This PDR award will permanently protect 726 acres of mostly crop farm with approximately 31% prime soils, and 40% soils of statewide importance.

**Town of Canandaigua**  
Director of Development  
Administrative Report  
November 21, 2016

Since 2014, 1,322 acres of farmland has now been awarded/protected PDR status in the Padelford Brook Greenway of the Town of Canandaigua. In total, 1,539 acres of farmland is in the PDR Program of the 14,670 acres in the Town of Canandaigua that is actively farmed. An additional 4,550 acres is identified as old field or shrubland that may be suitable for farming.

**CIC:** Members of the CIC met on November 15<sup>th</sup> to review the final draft of the Town of Canandaigua Sewer Master Plan. Your agenda includes a resolution to begin the SEQR process for the adoption of the plan, in order for you to possibly take action on the plan at your December meeting.

**TDR PROGRAM:** The CIC met via webex with BFJ Planning on October 18<sup>th</sup> to review the concept of a TDR Program. The Town of Canandaigua was selected as a pilot study by BFJ Planning through a NYSERDA grant. The CIC will continue working with BFJ Planning to bring a concept proposal to you after the first of the year.

**PLANNING BOARD:** Long time Planning Board member Dick Gentry has submitted his letter of resignation effective after the December planning board meeting. Mr. Gentry was instrumental to the Planning Board and subsequently the Town of Canandaigua in the thoughtful review and recommendation of code updates over the last several years, including the scale for the Residential Lake District in order to be able to create a buildable envelope on smaller lots.

**SOLAR:** The Planning Board has provided a comment letter to the Town Board regarding their review of the draft Solar Law. The PB wishes to continue their previous recommendation on the draft law. A copy of their recommendation is attached.

Upcoming Meetings:

**Planning** – The next scheduled Planning Board meeting is November 29<sup>th</sup> at 6:30pm.

**Zoning** – The Zoning Board of Appeals next meets November 22<sup>nd</sup> at 6:00pm.

**Environmental Conservation Board** – December 1<sup>st</sup> at 4:30pm.

**Citizens Implementation Committee** – December 6<sup>th</sup> at 9:00am.

Sincerely,



Doug Finch, Director of Development

**TOWN OF CANANDAIGUA  
PLANNING BOARD**

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**TO:** Town Board  
**FROM:** Planning Board  
**DATE:** October 26, 2016  
**RE:** Proposed Solar Energy Code Revisions

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The Planning Board has carefully considered the proposed solar energy code revisions with consideration to the discussions had during the joint board meeting.

Specifically, the Planning Board has considered the negatives involved with small scale solar in front yards with a special use permit and believes there are sufficient safeguards provided by the special use permit requirements listed in the proposed law and in the general special use permit requirements.

The Planning Board is, of course, willing to discuss this matter further, or provide any other information the Town Board would like.



## Town Historian's Report for November 21st. 2016

by Ray Henry

1. Worked with the "Special Events" committee on this year's events. The last event of the year was a very successful Halloween Party on October 29th at Onanda Park. On December 19th there will be a presentation on all the "special events" that we had throughout 2016.
2. Lew smith and I will be doing a presentation on "the Sibley Nott Papers" for a Seniors group at Clark Meadows on November 17th.
3. Will be meeting with Seth Pritchard of the Ontario County Fair to discuss 2017 Event at the Mercantile Building.
4. Will be working on a Historian's report due in mid December.

## **Town Clerk Report for the November 21, 2016, Town Board Meeting**

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of October 2016 totaled \$256,870.07 (see attached).
2. **Onanda Park Reservations:** In working with Dennis Brewer, the individual cabin descriptions on the Town's website are in the process of being updated (i.e. the number and type of beds in each cabin, location in the park--uplands, etc).

After speaking with the owner's of a local bed and breakfast and Mr. Brewer, my office is looking into an online software program for park reservations – Webervations / Yapstone. It appears that the cost the Town would be less than \$500 per year. My office would like to set up a 30-day trial period beginning January 1, 2016. I have reviewed the agreement (see attached) and have forwarded the agreement to Attorney Brocklebank for his review and comment. If Attorney Brocklebank approves the contents of the agreement, a resolution will be on the December 19, 2016, Town Board agenda for execution of the agreement.

The Town Clerk's office has received a request from the local Girl Scouts. They are requesting an exception to the Fee Schedule to allow them to rent Gorham Lodge and the rest of the cabins on the lakeside for the weekend of Friday, June 9 through Sunday, June 11, 2017. At this time, only weekly rentals are permitted. I have spoken with Dennis Brewer and he was in agreement to allow the Girls Scouts to rent the lakeside cabins at Onanda Park for the two nights in June as it is prior to the peak vacation period. I will be asking the Town Board to make a motion to allow this reservation to move forward. The total cost for the weekend would be \$2,040 if they are charged the residential rate and \$2,610 if they are charged the non-resident rate.

3. **Credit Card Processing Company / Online Payments:** As mentioned at the September 2016 meeting, MuniPay will be charging the Town a \$300 annual software support fee beginning January 1, 2017. MuniPay has also increased their percentage charge to from 2.45% to 2.65% on October 1, 2016.

After speaking with other Ontario County clerks and Business Automated Systems (BAS), I am asking the Town Board to adopt a resolution switching to Value Payment Systems as the Town's new credit card processing company effective January 1, 2017, for Point of Sale transactions and online tax payments. Attached is a copy of the agreement. Attorney Brocklebank has reviewed the agreement.

4. **Request for Speed Limit Reduction – County Road 10 Between County Road 46 and Recreation Drive:** My office has received a letter from Habitat for Humanity requesting the Town Board review the speed limit in this area and submit a request to the Ontario County Department of Public Works and NYS Department of Transportation. A copy of the request has been forwarded to the Town of Hopewell. Attached is a copy of the letter from Habitat for Humanity. A resolution will be on the agenda for your consideration.
5. **Water Bill Payments:** Attached is a copy of an agreement from Canandaigua National Bank (CNB) to set up an ACH account which would allow my office to withdraw quarterly water

bill payments from a resident's bank account at the property owner's request. The property owner would be required to provide written permission by the Town Clerk's office for this to occur. This is a feature that many residents have been asking for. My goal is to have the Town Board approve the agreement with CNB at the November 2016 meeting which will give me time to have Supervisor Helming sign the agreement and prepare the necessary inserts for the next cycle of water bills that will be mailed on January 1, 2017. This will allow residents to complete the required paperwork and submit them to my office with implementation in April 2017.

**6. Resolutions:**

- A. Value Payment Systems (credit card processing company)
- B. Agreement with Canandaigua National Bank for ACH Payments for Water Bills
- C. Speed Reduction for County Road 10 between County Road 46 and Recreation Drive
- D. General Code – Revised Estimate No. 9
- E. Unpaid Water / Sewer Bills to Tax for Relevy
- F. Authorization for CNB to Accept 2017 County / Town Tax Bill Payments

Please let me know if you have any questions.

Submitted by,

*Jean Chrisman*

Jean Chrisman  
Town Clerk

#1

11/02/2016

**Town Clerk Monthly Report Monthly Report**  
**October 01, 2016 - October 31, 2016**

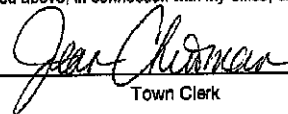
Page 1

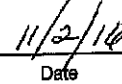
Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Pavillions	Onanda Halls/Lodging	3	1,500.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	1	85.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	4	600.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	2	90.00
	Park Rentals	Onanda Cabin Residential Weekly	1	200.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekend	2	120.00
		<b>Sub-Total:</b>		<b>\$2,595.00</b>
A.2590	Building Fee	Building Fee	3	544.80
				<b>Sub-Total: \$544.80</b>
A0380	AR Charge Back Billing	AR Charge Back Billing	2	96.00
				<b>Sub-Total: \$96.00</b>
A1255	Conservation	Conservation	8	14.80
	Games of chance	games of chance	1	25.00
	Marriage Lic.	Marriage License Fees	3	52.50
	Misc. Fees	Copies	35	9.75
		Marriage Cert	2	20.00
		<b>Sub-Total:</b>		<b>\$122.08</b>
A1603	Misc. Fees	Death Cert	43	480.00
				<b>Sub-Total: \$480.00</b>
A2110	Plan & Zone	Zoning Fee	3	450.00
				<b>Sub-Total: \$450.00</b>
A2120	Plan & Zone	Soil Erosion	4	600.00
				<b>Sub-Total: \$600.00</b>
A2148	Misc. Fees	Returned Check Fee	1	20.00
				<b>Sub-Total: \$20.00</b>
A2544	Dog Licensing	Female, Spayed	48	624.00
		Female, Unspayed	8	152.00
		Male, Neutered	47	611.00
		Male, Unneutered	7	133.00
		Replacement Tags	2	6.00
	Late Fees	Late Fees	23	115.00
		<b>Sub-Total:</b>		<b>\$1,641.00</b>
A2590	Plan & Zone	Site Development	49	8,282.40
				<b>Sub-Total: \$8,282.40</b>
A2591	Misc. Fees	Transfer Coupons	516	1,798.00
				<b>Sub-Total: \$1,798.00</b>
CM-2001	Plan & Zone	Parks And Recreation	2	2,000.00
				<b>Sub-Total: \$2,000.00</b>
F.2140	Rents Payments	Rents Payments	47	234,107.34
				<b>Sub-Total: \$234,107.34</b>

Account#	Account Description	Fee Description	Qty	Local Share
F.2142	Water Sales	Water Sales	3	551.25
		<b>Sub-Total:</b>		<b>\$551.25</b>
F.2144	Service Hookups	Service Hookups	1	1,850.00
		<b>Sub-Total:</b>		<b>\$1,850.00</b>
F.2148	Penalty	Penalty	29	1,272.73
		<b>Sub-Total:</b>		<b>\$1,272.73</b>
<b>Total Local Shares Remitted:</b>				<b>\$256,409.37</b>
Amount paid to: NYS Ag. & Markets for spay/neuter program				140.00
Amount paid to: NYS Environmental Conservation				253.20
Amount paid to: State Health Dept. For Marriage Licenses				67.50
<b>Total State, County &amp; Local Revenues:</b>				<b>\$256,870.07</b>
<b>Total Non-Local Revenues:</b>				<b>\$460.70</b>

To the Supervisor:

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

\_\_\_\_\_  
Supervisor\_\_\_\_\_  
Date
  
\_\_\_\_\_  
Town Clerk

  
\_\_\_\_\_  
Date



YAPSTONE™



VACATION RENT PAYMENT™

POWERED BY YAPSTONE



STORAGE RENT PAYMENT™

POWERED BY YAPSTONE



INN PAYMENT™

POWERED BY YAPSTONE

#2

## YapStone Client Services Application

CLIENT INFORMATION			
Legal Business Name ("Client"): Town of Canandaigua		Business Type: <input type="checkbox"/> Corp. <input type="checkbox"/> LLC <input type="checkbox"/> S Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop	
DBA (if applicable): Canandaigua		Tax ID (EIN/SSN): 16-6002197	
Business Address (No PO Box): 5440 Route 5420 West City: Canandaigua State: NY Zip: 14424		Identify (by name and principal residential address) all people who directly or indirectly own or control (including by voting power) 25% or more of the Business (Click to add additional pages if necessary <input type="checkbox"/> ): Name: Town of Canandaigua Percent Ownership: 100% Municipality: ? Home Address (No PO Box): 5440 Route 5420 West City: Canandaigua State: NY Zip: 14424	
Name of Principal (if sole proprietor), General Partner (if partnership), CEO/President (if Corporation), or Member (if LLC): Pamela Helming			
Primary Contact: Jean Chrisman	Title: Town Clerk	Phone: 585-394-1120	Email: jchrisman@townofcanandaigua.org
CLIENT PROFILE			
Length of Time Majority Owner has owned Business: 22.5 yrs		Name of your Merchant Processor? Inn Payment	
# of Locations Managed by Client: 3	Projected Annual Processing Volume with YapStone: \$20K+	Business Website(s): townofcanandaigua.org	
Is Your Business Seasonal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Check Peak Months <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> Aug <input type="checkbox"/> Sept. <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec		
BANK/ACH PERMISSIONS - CHECKING ACCOUNT(S) ONLY			
(All Capitalized Terms Are As Defined in The Client Services Agreement ("Agreement") or This Application.)			
Client hereby authorizes YapStone to debit and credit the bank account detailed in this form and the Client Property List, Incorporated by reference, for purposes of depositing Payments to Client and/or Individual Accounts, debiting from Client and/or Individual Accounts, any chargebacks, refunds, or reversals, and debiting any fees or charges owed to YapStone. Client agrees keep bank information up-to-date with YapStone at all times. If Client submits a Client Property List, YapStone will attempt to debit and credit the bank account(s) listed on the attached Client Property List before attempting any debit or credit to the bank account detailed on this form. Failure to do so may result in Payments being misdirected, withheld, or returned to Renters. YapStone shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.			
Bank Name: Canandaigua National Bank		Account Number:	
Name on Bank Account: Town Clerk		Routing Number:	
FOR INTERNAL USE ONLY: GUARANTY PROVIDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "Yes" click, Guaranty Form must be completed)			
AGREEMENT ACCEPTANCE			
The undersigned ("Authorized Person") represents and warrants that the information provided on this Application is true and accurate, that he/she has the authority to bind the organization, and that he/she and Client agree to the terms of the Client Services Agreement ("Agreement") (available at: <a href="http://www.yapstone.com/legal/ClientServicesAgreement">www.yapstone.com/legal/ClientServicesAgreement</a> ) and incorporated by reference) and Client agrees it will comply with these terms. By signing, Client authorizes YapStone to verify the information provided on this Application through third party publicly available sources (which may include organizational checks, background, credit, and other inquiries). Client agrees that YapStone may share this information with its third party providers, each of whom is a third party beneficiary to the Agreement. If Client is a sole proprietor, Client(s) and the undersigned Authorized Person(s) hereby authorize YapStone and any of its agents to obtain and use any credit reports (including consumer credit reports on any person who is a Client or proposed guarantor). Additional signatures will be required for each person about whom we obtain and use a credit report.			
Authorized Person (Printed):		Title: Supervisor	
Must be Principal (if sole proprietor), General Partner (if partnership), Member (if LLC), or Officer (if Corporation)			
Email Address:			
CLIENT Authorized Signature:	YapStone, Inc. Signature:	Effective Date:	

SEE BELOW FOR REQUIRED DOCUMENTS  
PLEASE NOTE: WE MAY REQUIRE FURTHER DOCUMENTATION TO HELP VERIFY YOUR IDENTITY OR ASSESS BUSINESS RISK.

Voided Check from Bank Account listed above and/or Bank Account(s) listed on the Client Property List	Click to Attach: <input type="checkbox"/>
Client Property List	Click to Attach: <input type="checkbox"/>
2 Consecutive Months Bank Statements for Client (from peak season, if applicable)	Click to Attach: <input type="checkbox"/>
W-9 for Client	Click to Attach: <input type="checkbox"/>

## Client Fee Schedule

Client shall pay YapStone in accordance with the table below.

<b>Initial Setup Fee:</b>	\$ WAIVED							
<b>Monthly Gateway Fee:</b>	\$ 0							
<b>Transaction Fees:</b> These fees shall be applied on a per transaction basis for all Payments.  <b>Billing Method:</b>  <input checked="" type="checkbox"/> <b>Month End:</b> On a monthly basis, YapStone will send to Client an electronic statement of Transaction Fees and other amounts owed to YapStone, which shall be auto-debited from the designated Client Account within three business days after the statement is sent.  <input type="checkbox"/> <b>Net Settled:</b> With the exception of AMEX, these Transaction Fees will be deducted from transactions as they are processed, prior to disbursement to Client's account. For AMEX, on a monthly basis, YapStone will send to Client an electronic statement of fees and other amounts owed to YapStone, which shall be auto-debited from the designated Client Account within three business days after the statement is sent.	<table border="1"> <tr> <td> <b>Visa/MasterCard/Discover</b>            Credit/Debit Cards         </td> <td>2.5 %</td> </tr> <tr> <td> <b>AMEX</b>   <input type="checkbox"/> Processing  <input checked="" type="checkbox"/> Pass Through            AMEX Merchant ID (if applicable):         </td> <td>           %            \$ 0.50         </td> </tr> <tr> <td> <b>ACH/eCheck</b> </td> <td>           \$0.50         </td> </tr> </table>		<b>Visa/MasterCard/Discover</b> Credit/Debit Cards	2.5 %	<b>AMEX</b>  <input type="checkbox"/> Processing <input checked="" type="checkbox"/> Pass Through AMEX Merchant ID (if applicable):	% \$ 0.50	<b>ACH/eCheck</b>	\$0.50
<b>Visa/MasterCard/Discover</b> Credit/Debit Cards	2.5 %							
<b>AMEX</b>  <input type="checkbox"/> Processing <input checked="" type="checkbox"/> Pass Through AMEX Merchant ID (if applicable):	% \$ 0.50							
<b>ACH/eCheck</b>	\$0.50							
	<table border="1"> <tr> <td> <b>International Payments:</b>            Visa, MasterCard, Discover             Additional fee for Payments from non-US cards         </td> <td>           Additional            1.95% per transaction         </td> </tr> </table>		<b>International Payments:</b> Visa, MasterCard, Discover  Additional fee for Payments from non-US cards	Additional 1.95% per transaction				
<b>International Payments:</b> Visa, MasterCard, Discover  Additional fee for Payments from non-US cards	Additional 1.95% per transaction							
<b>Chargeback/ACH Reversal Fee (Deducted from the Client account when charged):</b>	\$25.00							
<b>Early Termination Fee:</b>	\$ 500.00 <i>See Agreement</i>							

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="radio"/> Individual/sole proprietor or single-member LLC <input type="radio"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="radio"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



[Company \(http://www.yapstone.com/\)](http://www.yapstone.com/) [Payment Platform \(http://www.yapstone.com/payment-processing/\)](http://www.yapstone.com/payment-processing/)

[Careers \(http://www.yapstone.com/careers/\)](http://www.yapstone.com/careers/) [Blog \(http://www.yapstone.com/blog/\)](http://www.yapstone.com/blog/) [News \(http://www.yapstone.com/news/\)](http://www.yapstone.com/news/)

## CLIENT SERVICES AGREEMENT

[Contact \(http://www.yapstone.com/contact/\)](http://www.yapstone.com/contact/)

*Last Updated July 1, 2016*

This Client Services Agreement (this “**Agreement**”) between YapStone, Inc., a Delaware corporation with offices located at 2121 N. California Blvd., Ste. 400, Walnut Creek, CA 94596 (“**YapStone**”), and the person or legal entity listed as the Client on the Client Services Application (the “**Client**”) is effective as of the effective date stated on the Client Services Application (the “**Effective Date**”). This Agreement incorporates Client's rights and obligations relating to YapStone's service providers, including, without limitation, Vantiv, LLC or any other Acquirer (as defined below), to the extent required by Client's use of the services. By signing the Client Services Application, Client agrees to the terms of this Agreement.

### Background:

- YapStone provides online electronic payment services that facilitate the payment of long-term and short-term rents, deposits, HOA assessments/dues, and other related expenses (collectively “**Amount Due**” or “**Amounts Due**”) between property owners/managers and renters/homeowners (collectively, the “**Services**”).
- YapStone utilizes various third parties to provide the Services, including Acquirer, who require Client and YapStone to agree to the relevant terms contained in this Agreement.
- Client owns or manages one or more properties and/or homeowner associations listed on the applicable Forms (as defined below) (the “**Properties**”).
- Client desires to provide renters or homeowners of its Properties (“**Payor**” or “**Payors**”) the opportunity to pay Amounts due to Client using YapStone's Services.

This Agreement incorporates by reference (in the order of precedence listed below):

1. Commercial Entity Agreement, American Express Terms, and schedules to this Agreement (as attached and applicable);
2. The RentPayment Cash Supplement (if applicable);

3. All policies, notices, and other content (including YapStone's website Terms of Use, available at: [yapstone.com/terms-of-use](http://yapstone.com/terms-of-use)) that appears on (or that is linked to) YapStone's websites, including, without limitation, [yapstone.com](http://yapstone.com), [rentpayment.com](http://rentpayment.com), [vacationrentpayment.com](http://vacationrentpayment.com), [innpayment.com](http://innpayment.com), [storagerentpayment.com](http://storagerentpayment.com), [duespayment.com](http://duespayment.com), [instantprocessing.net](http://instantprocessing.net), or any other website operated by YapStone, and any subdomain of any such websites or any mobile application for such websites (collectively, "**Sites**");
4. Sections 1 through 12 of this Agreement; and
5. The Client Services Application, Client Property List, Property Add Form, Bank Change Form, and any other information submitted by Client to YapStone (collectively, "**Forms**").

**The parties agree as follows:**

**1. SERVICES.**

**1.1 Relationship With YapStone.** Client hereby appoints YapStone as Client's limited agent for the limited purpose of receiving, facilitating, and/or processing Payments (as defined in Section 1.3) on Client's behalf from Payors that authorize Payments to Client. Client acknowledges and agrees that:

1. Receipt of funds from Payors by YapStone on Client's behalf in connection with Services transactions shall be deemed receipt of funds from Payors by Client and will satisfy Payor's obligations to Client in the amount of the applicable Payment by the Payor, even if YapStone fails to remit such funds received from Payors. YapStone or its designee will provide Payors with a receipt confirming that Payment has been made on the applicable date. Client acknowledges YapStone is not a bank or other chartered depository institution. Client also acknowledges that funds received by YapStone may be commingled with funds of others on whose behalf YapStone collects Payments and held by YapStone (or its service provider) on Client's behalf and for the benefit of Client in one or more pooled accounts at one or more FDIC-insured banks. U.S. dollar balances held in any pooled account are eligible for FDIC pass-through insurance, meaning that Client's balance is insured up to the FDIC maximum. As between Client and YapStone, YapStone has sole discretion over the establishment and maintenance of any pooled account. YapStone will not use funds held in such manner for YapStone's corporate purposes. Client will not receive interest or any other earnings on any funds that YapStone holds for or on behalf of Client.
2. YapStone may order for Client a merchant identification number ("**Merchant ID**") from a processor; and in such cases, YapStone does not receive funds from Payors, but YapStone simply transfers data to support the transfer of funds from Payors directly to Client.

3. YapStone may submit Payment transactions to any Card Network, NACHA, or Acquirer, and receive funds from any Card Network, NACHA, or Acquirer on behalf of Client.
4. YapStone may grant or deny any Payor the ability to use the Services, for any or no reason.

1.2 Client Responsibilities; Acquirer Relationship; Card Networks. During the Term of this Agreement, the Services will be provided by YapStone in conjunction with Vantiv, LLC (or any other merchant acquirer or PIN debit acquirer) and their respective designated member bank(s) (collectively, "**Acquirer**"). Client agrees to comply with all YapStone policies with respect to the Services, and all applicable Visa U.S.A., Inc., Visa International, MasterCard International Incorporated, Discover Financial Services, inc., American Express Travel Related Services Company Inc., (collectively, "**Card Networks**") and National Automated Clearing House Association (collectively, "**NACHA**") operating regulations, and other rules (collectively, "**Operating Regulations**"), and all applicable federal, state, or local laws, rules, regulations, and regulatory guidance relating to the conduct of its business. Client agrees and acknowledges that the Card Networks and NACHA reserve the right to amend the Operating Regulations without notice to Client. If Client chooses to accept only certain types of Cards, it is the Client's responsibility to properly indicate which Cards are accepted.

1.3 Payments of Amounts Due and Funding Timeline. During the Term (hereinafter defined) of this Agreement, YapStone's Services will enable qualified Payors to make payments of Amount Due to Client using any combination of payment channels offered by YapStone, which may include: credit cards, debit cards (collectively, "**Cards**") and ACH/eCheck or other methods of electronic funds transfer (collectively, "**ACH**"), payments through any Sites or application interface ("**API**"), (the "**Websites**"), phone via YapStone's call center operations ("**Pay-by-Phone**"), mobile application, or other channels as set forth in the fee schedules (collectively "**Payments**"). Subject to processing delays and risk holds, YapStone shall make commercially reasonable efforts to cause Payments to be made to Client no later than two business days following the day a Payment is posted to YapStone's accounts via ACH transfer to Client's bank account. Client acknowledges and agrees that YapStone may decline to process any Payment in connection with, among other reasons, fraud prevention activities, applicable law, or YapStone policies.

1.4 Settlement. Acquirer will process all Card transactions for YapStone and Client. Client agrees that settlement of funds to YapStone's designated bank account discharges Acquirer of its settlement obligation to Client and that any dispute regarding the receipt or amount of settlement shall be between YapStone and Client. Client agrees that settlement of funds to Client's designated bank account (i.e., where Client has its own direct-funded Merchant ID) discharges Acquirer of its settlement obligation to Client and that any dispute regarding the receipt or amount of settlement shall be between Acquirer and Client.

1.5 Authorization for Debits and Credits. Client hereby authorizes YapStone to credit and debit the bank accounts listed on the applicable Forms, including those bank accounts owned by Client or any individual Property owner, for the following purposes:

- (i) to credit Payments to or as directed by Client;
- (ii) to credit any other amounts due to Client;
- (iii) to debit any Chargebacks, refunds, or Reversals; and,
- (iv) to debit any fees, charges, or other amounts owed by Client to YapStone.

Client represents that it has the legal right, power, and authority to authorize YapStone to credit and debit such bank accounts. Client acknowledges that if it interferes with YapStone's ability to debit any of such bank accounts, YapStone may suspend or terminate the Services without notice.

1.6 Client's Use of the Services. Client agrees that the Services shall be used solely for the collection and payment of Amounts Due and for no other purpose. Client must not (i) require a Payor to complete a postcard or similar device that includes in plain view the account number, Card expiration date, signature, or any other Card account data when mailed, (ii) add any tax to transactions, except as required by law, (iii) request or use an account number for any purpose other than as payment for Rents, (iv) disburse funds in the form of travelers checks if the sole purpose is to allow a cardholder to make a cash purchase of goods or services from Client, (v) submit any transaction receipt for a transaction that was previously charged back and subsequently returned to Client, (vi) submit a transaction that represents collection of a dishonored check, (vii) charge Payors

for fees not authorized by the Payors, (viii) charge Payors for damages, losses, penalties, or fine of any kind without a separate authorization of such immediately before the charge, (ix) charge Payors for overdue amounts or amounts covering returned, previously dishonored or stop-payment checks, or (x) require cardholders or renters to waive his/her right to charge back a Payment. For clarity, Client further agrees not to use the Services to process transactions involving either illegal activity or activity unrelated to the collection of Amounts Due.

**1.7 Modification of the Services.** When YapStone determines that it is necessary to protect the integrity of the Websites or its operations, to avoid harm to others or for any other reason, YapStone has the right, without notice or liability, (i) to change, suspend or discontinue the Services or Websites, and (ii) to impose limits on features or restrict access to any of the Services and Websites.

In addition, YapStone may from time to time without prior notice modify any of the Services or Websites. YapStone will provide Client notice, by email or by a posting on the Legal Center of any Site, of any such modification that would, in YapStone's sole discretion, significantly adversely affect Client's use of the Services or Websites.

**1.8 Provision of Information.** Client will keep current all information identified on the Forms, including, without limitation, all bank account information. Client also will provide any other information as may be reasonably requested by YapStone, from time to time, or otherwise as may be required to perform the Services. Client acknowledges that failure to update such information may result in Payments being misdirected or delayed, or returned to the Payor. YapStone shall in no event be liable for any damages directly or indirectly resulting from Client's failure to provide current and correct information.

**1.9 No Relationship Between YapStone, Payors, and Individual Property Owners.** Client acknowledges and agrees that YapStone is not a party to Client's agreement with any Payor or individual Property owner on whose behalf Client manages a Property. Therefore, in the event of a dispute between Client, a Payor, or any individual Property owner for any reason other than YapStone's performance of the Services, Client agrees to indemnify, defend and hold harmless YapStone, its affiliates, and its officers, directors, agents, employees, and other representatives from any claims related to the dispute.

## **2. FEES AND COLLECTION OF FEES.**

**2.1 Fees.** Client shall pay YapStone fees as set forth in the fee schedule included with the Client Services Application ("**Fee Schedule**"). Client acknowledges that YapStone also may charge Payors certain fees in order to use the Services and that any such fees will be set forth in a fee schedule agreed upon by YapStone and Client. YapStone is responsible for disclosing to Payor, all fees that YapStone charges to such Payor. YapStone reserves the right to modify any fee schedule upon ten (10) days' notice to Client. Client is responsible for disclosing to Payor, all fees that Client charges to such Payor. If a dispute arises related to non-disclosure of Client-charged fees, Client shall be liable to YapStone for the full transaction amount including fees or charges for facilitating the payment of the Amount Due as YapStone may determine in its sole discretion.

**2.2 Right of Setoff.** To the extent permitted by law, Client authorizes YapStone to withhold, without notice, from any payment due to Client, any and all sums that Client owes to YapStone, including without limitation: (i) Fees owed by Client and (ii) amounts Client owes YapStone in connection with any Reversal, refund, Chargeback or other adjustment to prior Payments.

**2.3 Collection Actions.** If Client fails to pay YapStone any amounts owed to YapStone under this Agreement, YapStone reserves the right, on its own or through a third party collection agency, to initiate a collection action against Client to recover such funds. In such event, Client agrees to pay all costs and expenses, including without limitation, reasonable attorneys' fees and other expenses, incurred by or on behalf of YapStone in connection with the collection action.

## **3. UNDERWRITING; CHARGEBACKS AND REVERSALS**

**3.1 Underwriting; Fraud and Risk Reviews.** Client authorizes YapStone to collect and verify the information provided by Client on the Forms. YapStone will use this information to perform customer due diligence, identity verification, and various underwriting, fraud and risk reviews. Client acknowledges that YapStone will continuously monitor the transactions through the Services for the purpose of identifying suspicious activity to prevent, detect and deter fraud and money laundering, and to protect the integrity of its systems and business.

Client further acknowledges that as a result of such monitoring YapStone may require additional due diligence with respect to Client to ensure Client continues to be eligible for the Services. If Client becomes ineligible for the Services based on YapStone policies, or if Client does not furnish the requested information in a timely manner, YapStone may suspend or terminate the Services immediately.

**3.2 Adequate Security; Reserve.** As a condition of continuing to provide Services to Client, Client agrees that YapStone may, at any time, require a guaranty or other form of adequate security, including requiring Client to maintain with YapStone a separate reserve account (a "**Reserve**"). YapStone may set the Reserve in an amount that it reasonably determines is necessary to cover its or any Acquirer's risk in connection with providing the Services to Client (including without limitation anticipated Chargebacks or credit risk). The Reserve may be raised, lowered, or removed from time to time in YapStone's sole discretion. Client agrees that YapStone may fund the Reserve from amounts due to Client under this Agreement and grants YapStone the right to make any withdrawals or debits from the Reserve, without prior notice to Client, to collect amounts owed to YapStone under this Agreement. Client grants YapStone a security interest in and lien on all funds held in any Reserve. Client will execute any additional documentation required for YapStone to perfect such security interest. This security interest survives for as long as YapStone holds funds in the Reserve. Client acknowledges and agrees that all interest or other earnings that accrue or are attributable to the Reserve will belong to YapStone.

**3.3 Chargebacks and Reversals.** Any Payment by a Payor is subject to a right of (i) "**Reversal**" (the right of a bank account owner to seek the return funds for a transaction that was funded by a bank account – sometimes referred to as an ACH Return – for example, as a result of suspected unauthorized use of a bank account or insufficient funds) or (ii) "**Chargeback**" (the right of credit cardholders to file a claim for a refund with their Card issuer, for example, as a result of fraud or dissatisfaction with a purchase). These rights exist between the accountholders and their bank or Card issuer. In the event of a Chargeback or Reversal of any Payment by an accountholder, YapStone is authorized without notice to recapture such amount plus any fees associated with the Chargeback or Reversal from Client's bank account or to withhold such amount from any payment due to Client. Client is liable for all refunds, Chargebacks, or Reversals of Payments processed or

amounts paid to accountholders on Client's behalf by YapStone, plus the applicable Chargeback and Reversal Fee in the Fee Schedule. YapStone shall have no obligation to pursue any collection action against any Payor or accountholder and therefore, YapStone's obligation to remit funds collected by YapStone on Client's behalf shall be limited to funds that YapStone has actually received that are not subject to Chargeback or Reversal.

With respect to Chargebacks, YapStone will use commercially reasonable efforts to investigate and dispute the validity of the Chargeback on Client's behalf and at Client's expense. Client agrees to cooperate with YapStone and to provide any information that may be reasonably requested by YapStone in its investigation. Client authorizes YapStone to share information about a Chargeback with the Payor and accountholder, the accountholder's financial institution, and Client's financial institution in order to investigate or mediate a Chargeback. If the Chargeback is resolved in Client's favor and YapStone is in possession of the applicable funds, YapStone will place them into Client's designated bank account. If a Chargeback dispute is not resolved in Client's favor or Client chooses not to contest the Chargeback, Client waives its rights to repayment. **Client acknowledges that Client's failure to assist YapStone in a timely manner when investigating a transaction may result in an irreversible Chargeback. Client acknowledges that chargeback or reversal decisions are made by the applicable issuing bank, Card Networks, or NACHA and all judgments as to the validity of the chargeback are made at the sole discretion of the applicable issuing bank, Card Networks, or NACHA. Client further acknowledges that American Express Chargebacks that are deemed to be fraudulent or unauthorized (as defined by American Express) may not be disputed.**

**3.4 Excessive Chargebacks/Reversals.** If YapStone determines in its sole discretion that Client has incurred an excessive number or amount of Chargebacks or Reversals, YapStone may: (i) increase the processing fees paid by Client, (ii) require Client to establish a Reserve, (iii) delay Payments to Client, and/or (iv) suspend providing the Services to Client.

#### **4.DATA SECURITY AND PRIVACY**



**4.1 Data Security.** Client agrees that Payor data will only be accessed by authorized Client employees and contractors, whose access shall be limited to those with a need-to-know that is based on their job responsibilities. Client further agrees that YapStone will not be responsible for any unauthorized use or access to Payor's personal data or financial data by Client, Client's employees, any other party associated with Client (such as contractors, vendors, suppliers, invitees, agents), or any person who uses or accesses such data through Client or Client's systems, except to the extent such use or access is due to YapStone's fault or negligence. Client agrees to meet all applicable data security standards (including not storing Payor's Card data or Payment Data), as required by law or regulatory authority, the Operating Regulations, any Acquirer, or the Payment Card Industry Data Security Standards (PCI DSS), including setting access restrictions and strict password requirements. Client must annually certify its PCI DSS compliance. Upon YapStone's request, Client will also provide YapStone with all documentation reasonably required to validate such compliance. Client also agrees that it will use only PCI compliant service providers in connection with the storage, or transmission of "**Payment Data**" defined as a cardholder's account number, expiration date, and CVV2. Client agrees not to store CVV2 data at any time. Information on the PCI DSS can be found on the PCI Council's website ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org) (<http://www.pcisecuritystandards.org>)) and Client agrees to comply with these standards.

**4.2 Privacy; Use of Information.** Client and YapStone are bound by the terms of the YapStone privacy policy (available at: [www.yapstone.com/privacy-policy/](http://www.yapstone.com/privacy-policy/)) as it may be updated by YapStone from time to time. Client warrants that all Payor, renter, or homeowner information provided to YapStone by Client is provided with Payor's consent, including Payor's consent to YapStone's use of such information in accordance with YapStone's privacy policy. Client shall provide evidence of such consent upon YapStone's request. Client acknowledges and expressly agrees that YapStone or its third party service providers and partners (including Acquirer, the Card Networks, and NACHA) may use the information gathered in the performance of the Services or the operation of the Websites in accordance with YapStone's privacy policy and applicable law, which use also may include marketing campaigns, promotions, and statistical analyses.

## **5. INTELLECTUAL PROPERTY**

**5.1 Intellectual Property Rights.** As between YapStone and Client, YapStone is and all times will be deemed the exclusive owner of the Services, the Websites, and any other material that YapStone may use or provide in connection with implementation and operation of the Services or the Websites, as well as any and all current and future patent rights, copyrights, trademark trade name and logo rights, mask work rights, trade secret rights, database rights, moral rights, and all other intellectual and proprietary rights of any kind or nature anywhere in the world (whether or not registered or perfected) with respect to the foregoing. For clarity, Client does not acquire, any right, title and interest in and to: (i) all inventions, methods, processes, technology and works of authorship that YapStone has developed, conceived, reduced to practice or otherwise acquired; (ii) all modifications, enhancements and derivative works thereof; and (iii) all intellectual property rights with respect to any of the foregoing.

Client will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Websites, the Services, or any other of YapStone's intellectual property.

Client will not use YapStone's name or trademarks in any press release, or promotional materials without YapStone's written consent in each case. Client grants YapStone a limited, non-exclusive, royalty-free, paid-up license to use Client's name and trademarks for the sole purpose of offering or marketing (including advertising, promotions, and sales literature) the Services to Client's renters or potential renters.

## **6. INDEMNIFICATION.**

**6.1. Client Indemnification.** Client shall indemnify, defend, and hold harmless YapStone, the Acquirer, and their respective parent companies and subsidiaries, and the directors, officers, employees, and agents of each ("**YapStone Indemnified Parties**") from and against any and all Claims (as defined below) arising out of or in connection with (i) Client's or any Payor's use of the Properties, Services, or Websites; (ii) any breach (or, as to defense obligations only, any alleged breach) of this Agreement by Client; (iii) Client's gross negligence, fraud, misrepresentation, willful misconduct, violation of applicable law, or infringement of the rights of any person or entity; (iv) a data breach, not caused by YapStone; or (v) Client's violation of PCI DSS or the Payment Application Data Security

Standards (PA-DSS), as applicable. The foregoing indemnity obligations are limited in each instance to the extent that any Claim is the result of the gross negligence or willful misconduct of any YapStone Indemnified Party. The foregoing indemnity obligations also are contingent upon YapStone providing prompt written notice to Client of any such Claims, provided that Client's indemnity obligation shall be relieved only to the extent Client is prejudiced by any delay or failure of YapStone to provide such notice.

**6.2. YapStone Indemnification.** YapStone shall indemnify, defend, and hold harmless Client and its respective parent companies and subsidiaries, and the directors, officers, employees, and agents of each ("**Client Indemnified Parties**") from and against any and all Claims (as defined below) arising out of or in connection with (i) any breach (or, as to defense obligations only, any alleged breach) of this Agreement by YapStone; (ii) YapStone's gross negligence, fraud, misrepresentation, willful misconduct, violation of applicable law, or infringement of the rights of any person or entity; or (iii) a breach of data security occurring at, in, or through YapStone's Websites, Services, or premises that (through no fault of Client Indemnified Parties or any Payor) results in the unauthorized disclosure of Client's personal information or Payor's cardholder information. The foregoing indemnity obligations are limited in each instance to the extent that any Claim is the result of the gross negligence or willful misconduct of any Client Indemnified Party. The foregoing indemnity obligations also are contingent upon Client providing prompt written notice to YapStone of any such Claims, provided that YapStone's indemnity obligation shall be relieved only to the extent YapStone is prejudiced by any delay or failure of Client to provide such notice.

**6.3. Indemnification Process.** The party seeking indemnification pursuant to this Section 6 (the "**Indemnatee**") shall: (a) promptly notify the other party (the "**Indemnitor**") in writing of the Claim for which indemnification is sought, but in no event longer than five (5) business days of the Indemnatee's knowledge of the Claim; (b) make all reasonable efforts to provide Indemnitor with all information and material in Indemnatee's possession regarding the Claim; (c) furnish to Indemnitor such assistance as Indemnitor may reasonably request in connection with the investigation, settlement and defense of the Claim; and (d) grant Indemnitor sole control over the defense and settlement of the Claim; provided, however, that Indemnatee may participate in such defense at its option and expense. Within ten (10)

days of Indemnitor's receipt of the notice of the Claim or demand, Indemnitor shall notify the Indemnitee as to whether Indemnitor is assuming the entire control (subject to this Section) of the defense, compromise or settlement of the matter, including the counsel that Indemnitor has selected. Any counsel retained by the Indemnitor for such purposes shall be reasonably acceptable to the Indemnitee, whose consent shall not be unreasonably withheld. The Indemnitor shall institute and maintain any such defense diligently and reasonably and shall keep the Indemnitee fully advised as to the status thereof. Further, Indemnitor shall not dispose of or settle any such Claim in Indemnitee's name or in any manner which may adversely affect Indemnitee's rights or interests (which includes, without limitation, any settlement that imposes pecuniary or other liability or an admission of fault or guilt on the Indemnitee or would require the Indemnitee to be bound by an injunction of any kind) without Indemnitee's prior written consent, which consent shall not be unreasonably withheld or delayed. Indemnitee shall not be liable hereunder for any settlement entered into without its prior written consent (which consent shall not be unreasonably withheld or delayed).

6.4. Definition of "Claim". "**Claim**" means an action, allegation, assessment, cause of action, cease and desist letter, charge, citation, claim, demand, directive, fine, lawsuit or other litigation or proceeding, or notice issued or submitted by, from or on behalf of a third party and all resulting judgments, bona fide settlements, penalties, damages (including consequential, indirect, special, incidental or punitive damages), losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, expenses and costs) incurred in connection therewith.

## **7. LIMITATION OF LIABILITY**

7.1 YAPSTONE SHALL NOT BE LIABLE FOR: ANY FAILURES CAUSED BY ANY PERSON OR ENTITY OTHER THAN YAPSTONE THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF A PAYMENT OR THE SERVICES.

7.2 EXCEPT WHERE THE CLAIM: (i) IS SUBJECT TO INDEMNIFICATION UNDER SECTION 6 OF THIS AGREEMENT; (ii) ARISES OUT OF A BREACH OF CONFIDENTIALITY; OR (iii) ARISES OUT OF GROSS NEGLIGENCE, WILLFUL

MISCONDUCT, OR FRAUD, IN NO EVENT WILL EITHER PARTY OR ACQUIRER OR ANY CARD NETWORKS, OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOST PROFITS OR FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL YAPSTONE'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES THAT YAPSTONE HAS EARNED UNDER THIS AGREEMENT DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES, PLUS, WHERE YAPSTONE HAS FAILED TO MAKE ANY PAYMENT (as defined in Section 1.3) DUE TO CLIENT, THE AMOUNT OF SUCH PAYMENT DUE. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

## **8. DISCLAIMERS.**

EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT: (i) THE SERVICES, WEBSITES, AND ALL CONTENT, SOFTWARE, MATERIALS AND OTHER INFORMATION PROVIDED BY YAPSTONE OR OTHERWISE ACCESSIBLE TO CLIENT IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, ARE PROVIDED "AS IS;" AND (ii) ACQUIRER, YAPSTONE, AND THEIR RESPECTIVE AFFILIATES AND SUPPLIERS MAKE NO WARRANTY OF ANY KIND (AND DISCLAIM ALL WARRANTIES OF ANY KIND) WITH RESPECT TO THE FOREGOING, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, YAPSTONE MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YAPSTONE MAKES NO WARRANTY REGARDING THE QUALITY OF THE PAYMENT SERVICES.

Client acknowledges and agrees that Acquirer is not a party to this Agreement and THAT Client shall have no recourse against Acquirer arising out of or in any way connected with THIS AGREEMENT OR ANY OF the transactions contemplated herein.

## **9. TERM AND TERMINATION.**

9.1 Term. This Agreement will commence on its Effective Date and will continue for two (2) years ("**Initial Term**"). Thereafter, it will automatically renew for successive one-year terms (collectively, "**Term**"), unless either party gives written notice of nonrenewal not less than sixty (60) days prior to the end of the then existing term.

9.2 Termination. Either party may terminate this Agreement, with Cause, upon thirty (30) days' written notice to the other party. For purposes of this Agreement, "**Cause**" shall mean: (i) a party's material failure to comply with any material provision of this Agreement or any other negligent or willful act or omission relating to this Agreement that the party fails to cure within thirty (30) days of the notice thereof; (ii) YapStone's material change to any Fee Schedule; (iii) YapStone's modification of the Services or Websites that significantly adversely affects Client's use of the Services or Websites; or (iv) if required to by applicable law, the Card Networks, NACHA, or Acquirer.

9.3 Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any Fees or other compensation due to the other party prior to such termination. YapStone will complete any Payments in process at the time of termination and will deduct any Fees owed to it at that time. However, Client will remain liable for Chargeback's, Reversals, charges, and any other obligations incurred by Client after the expiration or termination of this Agreement and Client authorizes YapStone to automatically, without prior notice to Client, deduct such amounts from Client's bank account.

If Client terminates this Agreement for any reason within the Initial Term, YapStone shall charge Client the Early Termination Fee on the Fee Schedule. Client acknowledges that the Early Termination Fee represents a fairly calculated liquidated damage and is not a penalty. Upon termination, YapStone will disable Client's access to the Services. Upon termination, Client will remove all references to YapStone from its website and/software.

**10. ARBITRATION: Please read this Section carefully. It affects Client's rights and will impact how claims Client and YapStone have against each other are resolved.**

**10.1 Dispute Resolution Procedure.** Most client concerns can be resolved quickly through YapStone's customer service department. YapStone's goal is to learn about and address the underlying causes of the concern and avoid it becoming a dispute. To that end, the parties shall cooperate and attempt in good faith to resolve any potential dispute promptly by discussions between persons who have authority to resolve the potential dispute. If the parties are unable to resolve the potential dispute amicably at that level, Client shall report the potential dispute to YapStone's legal team at [Legal@YapStone.com](mailto:Legal@YapStone.com) (<mailto:Legal@YapStone.com>). Any Client disputes related to billing or fees must be raised within 90 days of the relevant transaction or they are deemed permanently waived by Client.

**10.2 Agreement to Arbitrate. ANY DISPUTE ARISING BETWEEN CLIENT AND YAPSTONE THAT CANNOT BE RESOLVED INFORMALLY AS DESCRIBED IN SECTION 10.1 (INCLUDING WITHOUT LIMITATION ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE ALLEGED BREACH THEREOF) SHALL BE FINALLY RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING THE AAA'S SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE CONDUCTED IN THE ENGLISH LANGUAGE, BEFORE A SINGLE ARBITRATOR, IN THE CITY OF WALNUT CREEK, CALIFORNIA. THE ARBITRATOR SHALL DECIDE THE DISPUTE IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE OF CALIFORNIA. COSTS OF AAA WILL BE SHARED EQUALLY BY THE PARTIES, EXCEPT THAT THE ARBITRATOR SHALL AWARD YAPSTONE COSTS AND ATTORNEYS' FEES IN ANY ARBITRATION WHERE IT PREVAILS IN CONNECTION WITH CLAIMS THAT CLIENT FAILED TO TIMELY REMIT PAYMENTS DUE TO YAPSTONE. NOTWITHSTANDING THE FOREGOING, YAPSTONE MAY ASSIGN ANY COLLECTION DISPUTE OR CLAIM TO A THIRD-PARTY COLLECTION AGENCY. THE**

**COLLECTION AGENCY MAY PURSUE, IN ANY COURT OF COMPETENT JURISDICTION, ANY CLAIM MADE BY OR ON BEHALF OF YAPSTONE THAT IS STRICTLY LIMITED TO THE COLLECTION OF PAST DUE AMOUNTS AND RELATED INTEREST AND COSTS OF COLLECTION, AS PERMITTED BY LAW OR THIS AGREEMENT. YAPSTONE IS ALSO ENTITLED TO PURSUE A CLAIM IN SMALL CLAIMS COURT (AND NOT BY ARBITRATION) IF CLIENT FAILS TO TIMELY REMIT AMOUNTS DUE TO YAPSTONE, PROVIDED THAT YAPSTONE'S CLAIM AMOUNT IS WITHIN THE JURISDICTIONAL LIMITATIONS OF SUCH COURTS.**

**10.3 Opt-Out Procedure.** Client can choose to reject this agreement to Arbitrate ("opt out") by sending YapStone a written opt-out notice by certified mail to the mailing address set forth in Section 12.9 of this Agreement. For new YapStone customers, the opt-out notice must be postmarked no later than 30 days after the date Client accepts this Agreement. The opt-out notice must state that Client does not agree to Arbitrate and must include Client name, address, phone number, and the email addresses provided at registration or on file with YapStone. Client must sign the Opt-Out Notice for it to be effective. This procedure is the only way Client can opt out of the agreement to Arbitrate. Opting out of the agreement to Arbitrate shall have no impact or effect upon any other provisions of this Agreement.

## **11. CONFIDENTIALITY.**

11.1 Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information disclosed by or on behalf of the other party in relation to this Agreement, as well as any other information that could reasonably be considered to be confidential. The obligation of confidentiality does not extend to information that is publicly available through authorized disclosure, is rightfully obtained from a third party that has the right to disclose it, or is required by law to be disclosed. All confidential information will remain the property of the disclosing party.

## **12. MISCELLANEOUS**



**12.1 Binding Upon Successors and Permitted Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Client may not assign this Agreement or any rights, obligations, or privileges under this Agreement without YapStone's prior written consent. YapStone may assign its rights and obligations under this Agreement at any time without notice to Client.

**12.2 Force Majeure.** YapStone will not be responsible for delays, errors, failures to perform, interruptions or disruptions in the Services or Websites resulting from any act, omission or condition beyond YapStone's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, labor strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters, hackers, or the failure of Client, Payor's or any third party's hardware, software or communications equipment or facilities.

**12.3 Entire Agreement.** This Agreement replaces and supersedes all previous and contemporaneous agreements between the parties, and Client hereby waives all claims, refunds, credits, or damages related to or arising under any previous agreements between the parties.

**12.4 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction or arbitrator pursuant to Section 10, the remaining provisions shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though such invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. Notwithstanding the foregoing, this Agreement shall be interpreted to give effect to its fundamental terms and conditions. Any such invalid or unenforceable provision shall be reformed by the court or arbitrator as necessary to express as nearly as possible the original intent of the parties and achieve the same economic effect as the original provision.

**12.5 Amendment and Changes.** This Agreement may be changed or amended by YapStone or Acquirer at any time without notice, provided that, any changes that would significantly adversely affect Client will be communicated to Client by email, posting on the legal center of [www.yapstone.com](http://www.yapstone.com) (<http://www.yapstone.com>) (the "**YapStone Website**"), or other writing. Client's continued use of YapStone's Websites or Services after the posting

of any change or amendment on the YapStone Website or by email will constitute Client's agreement to such change or amendment; provided however, if Client does not agree to such change or amendment, Client can terminate the Agreement in accordance with Section 9.2 of this Agreement if Client provides such notice of termination within thirty (30) days following the date of the amendment notice. Amendments or changes by Client are only effective by a writing signed by both parties. Acquirer may amend this Agreement as it relates to Acquirer's processing of Card transactions upon notice to Client in accordance with Acquirer's standard operating procedures.

**12.6 Waiver.** The failure by a party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions. No waiver of any provision or of any breach of this Agreement shall be deemed a further or continuing waiver of such provision, breach, or any other provision of this Agreement.

**12.7 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws principles.

**12.8 Survival.** Sections 1.1A, 1.4, 1.5, 1.9, 2, 3.2, 3.3, 4, 5, 6, 7, 8, 9.3, 10, 11, 12.1, 12.3, 12.4, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, and 12.12 shall survive termination of this Agreement.

**12.9 Notices.** All notices and other communications under this Agreement must be in writing and may be made by means of email or a posting on, or update to the YapStone Website. Notices to Client will be delivered to the email address provided on the Client Services Application or as modified by Client through notice to YapStone or by posting on or update to the YapStone Website. Notices to YapStone can be made via email at [legal@yapstone.com](mailto:legal@yapstone.com) or via certified mail or overnight courier to: YapStone, Inc., Attn: Legal Department, 2121 N. California Blvd., Ste. 400, Walnut Creek, CA 94596.

**12.10 Third Party Service Providers.** YapStone may, without notice, change its third party service providers, including without limitation, any third party processor, Acquirer, or bank. All rights reserved for third party service providers herein apply to successor third party service providers. YapStone may use third party processors to provide some of the

Services. Client acknowledges and agrees that these third party service providers are intended third party beneficiaries of this Agreement as and only to the extent as their interests appear. For clarity, each third party service provider shall have the right to enforce directly against Client the terms of this Agreement which relate to the provision of the third party service provider's services to Client and the ownership and protection of the intellectual property rights of the third party service provider and its licensors in and to its services. Client acknowledges that the third party service providers shall have no responsibility or liability with regard to YapStone's obligations to Client under this Agreement.

**12.11 Taxes.** Client is responsible for determining, collecting, and reporting any and all taxes required to be collected, reported, or paid in connection with Client's business and use of the Websites and Services. YapStone may also have tax reporting responsibilities in connection with offering the Services. As a result, Client warrants, represents and agrees to provide YapStone with a valid IRS Form W-9 and all other documents and information reasonably required for YapStone to file the applicable forms with the IRS (such as Form 1099). Client also acknowledges and agrees that Payments may be subject to back-up withholding taxes without notice to Client.

**12.12 Commercial Entity Agreement.** At such time as Client processes more than one hundred thousand dollars (\$100,000) in Card volume in a calendar year through YapStone Client is bound by the Commercial Entity Agreement ("**CEA**"), available at: [www.yapstone.com/legal/cea](http://www.yapstone.com/legal/cea). The CEA is not intended to change any transaction arrangements, fees, or other terms between Client and YapStone under this Agreement.

**12.13 American Express.** Client agrees that if it accepts American Express cards, Client is bound by the American Express Merchant Operation Regulations (available at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide) (<http://www.americanexpress.com/merchantopguide>)) and the American Express Terms, available at: [www.yapstone.com/legal/americanexpressterms](http://www.yapstone.com/legal/americanexpressterms) (<http://www.yapstone.com/legal/americanexpressterms>).

**12.14 RentPayment Cash Supplement.** Client agrees that if it enables the RentPayment Cash feature, it is bound by the RentPayment Cash Supplement, available at:  
[www.yapstone.com/legal/rentpaymentcashsupplement](http://www.yapstone.com/legal/rentpaymentcashsupplement)  
(<http://www.yapstone.com/legal/rentpaymentcashsupplement>).

#### About YapStone

[Payments as a Service \(http://www.yapstone.com/\)](http://www.yapstone.com/)  
[Our Story \(http://www.yapstone.com/company/our-story/\)](http://www.yapstone.com/company/our-story/)  
[YapStone History \(http://www.yapstone.com/company/history/\)](http://www.yapstone.com/company/history/)  
[Management Team \(http://www.yapstone.com/company/management-team/\)](http://www.yapstone.com/company/management-team/)  
[Board of Directors \(http://www.yapstone.com/company/board/\)](http://www.yapstone.com/company/board/)  
[Contact \(http://www.yapstone.com/contact/\)](http://www.yapstone.com/contact/)  
[Sitemap \(http://www.yapstone.com/sitemap/\)](http://www.yapstone.com/sitemap/)

#### Payment Platform

[Payment Processing \(http://www.yapstone.com/payment-processing/\)](http://www.yapstone.com/payment-processing/)  
[Payment Features \(http://www.yapstone.com/payment-processing/features/\)](http://www.yapstone.com/payment-processing/features/)  
[Payment Solutions \(http://www.yapstone.com/payment-processing/solutions/\)](http://www.yapstone.com/payment-processing/solutions/)  
[Payment Security \(http://www.yapstone.com/payment-processing/security/\)](http://www.yapstone.com/payment-processing/security/)  
[Payment Partners \(http://www.yapstone.com/payment-processing/partners/\)](http://www.yapstone.com/payment-processing/partners/)

#### Careers

[Working Here \(http://www.yapstone.com/careers/\)](http://www.yapstone.com/careers/)  
[Offices \(http://www.yapstone.com/careers/offices/\)](http://www.yapstone.com/careers/offices/)  
[Open Positions \(http://www.yapstone.com/careers/open-positions/\)](http://www.yapstone.com/careers/open-positions/)

#### Information

[YapStone News \(http://www.yapstone.com/news/\)](http://www.yapstone.com/news/)  
[YapStone Blog \(/blog\)](#)  
[FAQs \(/faqs/\)](#)  
[Legal Center \(http://www.yapstone.com/legal/\)](http://www.yapstone.com/legal/)  
[Privacy Policy U.S. \(http://www.yapstone.com/privacy-policy/\)](http://www.yapstone.com/privacy-policy/)  
[Privacy Policy Intl \(http://www.yapstone.com/privacy-policy-international/\)](http://www.yapstone.com/privacy-policy-international/)  
[Terms of Use \(http://www.yapstone.com/terms-of-use/\)](http://www.yapstone.com/terms-of-use/)  
[PCI DSS Compliance \(http://www.yapstone.com/pci-dss-compliance-validation/\)](http://www.yapstone.com/pci-dss-compliance-validation/)  
[Licenses \(http://www.yapstone.com/legal/licenses/\)](http://www.yapstone.com/legal/licenses/)

#### Payments Resources

[Online Payment Processing \(http://www.yapstone.com/online-payment-processing/\)](http://www.yapstone.com/online-payment-processing/)  
[ACH Payment Processing \(http://www.yapstone.com/online-payment-processing/ach/\)](http://www.yapstone.com/online-payment-processing/ach/)  
[Credit Card Processing \(http://www.yapstone.com/online-payment-processing/credit-card/\)](http://www.yapstone.com/online-payment-processing/credit-card/)  
[Debit Card Processing \(http://www.yapstone.com/online-payment-processing/debit-card/\)](http://www.yapstone.com/online-payment-processing/debit-card/)  
[Accept Payments Online \(http://www.yapstone.com/accept-payments-online/\)](http://www.yapstone.com/accept-payments-online/)  
[Accept Credit Cards Online \(http://www.yapstone.com/accept-payments-online/credit-card/\)](http://www.yapstone.com/accept-payments-online/credit-card/)

[Accept Debit Cards Online \(http://www.yapstone.com/accept-payments-online/debit-card/\)](http://www.yapstone.com/accept-payments-online/debit-card/)

[Payment Service Provider \(http://www.yapstone.com/payment-service-provider/\)](http://www.yapstone.com/payment-service-provider/)

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#3

## PAYMENT PROCESSING SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of the 21 day of Nov 2016 ("Effective Date") by and between Value Payment Systems, LLC, a Tennessee limited liability company ("VPS"), and Town of Canandaigua ("Merchant").

### RECITALS:

WHEREAS, VPS is in the business of providing internet, phone and point of sale based electronic payment services to public and private sector merchants; and

WHEREAS, Merchant desires to provide its Taxpayers ("Taxpayer" or "Taxpayers") the option and opportunity to pay various amounts due to Merchant through VPS as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS.

- 1.1. "Association" is a group of Card issuer banks, debit networks or other method provider, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., and the NYCE, Pulse, Star, and Interlink debit networks.
- 1.2. "Association Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- 1.3. "Card" is both (i) the plastic card or other evidence of the account and (ii) the account number, issued to a Cardholder, which you accept from your customers as payment for their purchases from the Merchant, and for the transactions with respect to which VPS agrees to process.
- 1.4. "Cardholder" is the person to whom the Card is issued and who is entitled to use the Card.
- 1.5. "Chargeback" shall mean a reversal of a Card sale the Merchant previously presented, pursuant to Association Rules.
- 1.6. "Convenience Fee" shall mean a fee that is charged to the Taxpayer for the ability to make a payment through a VPS E-Payment System, which fee may be assessed as a percentage of the payment amount or as a fixed fee transaction in accordance with current Association Rules.
- 1.7. "Electronic Payments" shall mean credit card, debit card, Automated Clearing House (ACH) payments or other payment methods such as Bill Me Later®.
- 1.8. "E-Payment System" shall mean the VPS Web E-Payment System and/or VPS Phone E-Payment System and /or POS E-Payment System.
- 1.9. "Phone E-Payment System" shall mean a touch-tone phone payment system that is managed by VPS.
- 1.10. "POS E-Payment System" shall mean a point of sale payment system that is managed by VPS.
- 1.11. "Taxpayer" shall mean a person or business that is eligible to pay, or is required to pay, amounts due to the Merchant.
- 1.12. "Sales Data" is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- 1.13. "Transaction" shall mean all regular, periodic due, fixed dues and assessment payments, and all other amounts, fixed or variable, payable by the Taxpayer to the Merchant.

1.14. "Web E-Payment System" shall mean a VPS hosted payment website.

2. **SERVICES.**

2.1. E-Payment System.

VPS will provide an E-Payment System for use by Taxpayers of Merchant. During the term of this Agreement, Merchant agrees to allow Taxpayers to make Electronic Payments through a VPS developed and managed E-Payment System, further defined in Schedule A, and VPS agrees to facilitate the processing of Transactions between Merchant and Taxpayers.

2.2. Taxpayer Information.

Upon Merchant's execution of this Agreement, Merchant shall use commercially reasonable efforts to provide VPS with information as VPS may require in order to promptly and accurately perform the services contemplated by this Agreement. VPS shall in no event be liable for not being provided by Merchant with current and correct information. VPS will not be responsible for unauthorized use of Taxpayer's credit card or credit card information by Merchant, Merchant's employees, and/or any other party associated with Merchant as a vendor, consultant, or contractor, including but not limited to Taxpayer's name, billing address, credit card number, and credit card expiration date.

2.3. Convenience Fee Disclosure.

The Web E-Payment System interface, POS E-Payment System and Phone E-Payment System interface will disclose all Taxpayer funded Convenience Fees, if applicable, to a Taxpayer prior to the processing of a Transaction.

2.4. Payment of Transactions.

Merchant agrees that the date on which a Transaction is posted to a VPS E-Payment System by a Taxpayer shall be deemed the date the Transaction is made for purposes of late fees, if any, that Merchant may charge to such Taxpayer. The date the Transaction is "posted" is the date the Taxpayer manually transmits the Transaction to an E-Payment System or the date an agreed automatic payment is initiated, whichever is applicable. VPS shall remit to Merchant all Transactions paid through VPS no later than three (3) business days following the date a Transaction is posted to a VPS E-Payment System.

2.5. Chargebacks.

VPS will use commercially reasonable efforts to have Chargebacks investigated following the initial notice that a Chargeback has occurred. When provided written notice of any Chargebacks that VPS has deemed to be the responsibility of the Merchant or errors in deposits, Merchant agrees to immediately remit payment to VPS. VPS agrees to receive the payment for Chargebacks or errors in deposits from the Merchant through the remittance of a check or another payment method to be determined by the Merchant. Notwithstanding the foregoing, Merchant will ultimately be liable for all Chargeback liability derived from Transactions processed by VPS. Merchant understands and agrees that VPS may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

2.6. Proprietary Rights.

VPS represents that it owns, licenses or has the right to use and will retain during the term of this Agreement all proprietary rights in and to the E-Payment System and all development tools, routines, subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of an E-Payment System.

**2.7. Modification of Services.**

VPS may, and reserves the right to, modify the features and functionality of the E-Payment System at any time and from time to time without notice; provided, however, that VPS will not modify the E-Payment System in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

**2.8. Payment for Services.**

In consideration for the provision of the aforementioned E-Payment System, Taxpayers will pay the Convenience Fees that are detailed in Schedule B. Such Convenience Fees include fees associated with processing Electronic Payments through the VPS E-Payment System.

VPS is solely responsible for all Processing Fees. These fees include Chargeback Fees, defined as penalties assessed per Chargeback claimed against Merchant's merchant account, but does not include the principal amount associated with a Transaction.

**2.9. Additional Representations.**

VPS represents, warrants and agrees that it is and will remain in compliance with all applicable federal, state and local laws affecting its business, the ownership of its assets and the privacy and security of information provided by Taxpayers, except as would not have a material adverse effect upon VPS' ability to perform its obligations under this Agreement.

**2.10. Association Rules.**

Merchant agrees to comply with all Association Rules as may be applicable to the Merchant and in effect from time to time as published by any Association, including, but not limited to, the rules published on Visa U.S.A's website ([http://usa.visa.com/merchants/operations/op\\_regulations](http://usa.visa.com/merchants/operations/op_regulations)) and on MasterCard International's website ([www.mastercard.us/merchants/support/rules](http://www.mastercard.us/merchants/support/rules)).

**2.11. Right to Use Information.**

Merchant acknowledges that VPS will compile certain information related to the usage of the E-Payment System and activities thereon. Such information may include, but not limited to, the volume of Transactions and the value of Transactions. Merchant agrees that VPS is authorized to use, reproduce and generally make such information available, as VPS may deem appropriate, provided that in no case will Merchant or any Taxpayer be individually identifiable except as otherwise permitted herein. Neither Merchant nor any Taxpayer shall be entitled to notice of such use, nor any fees derived therefrom; however, Merchant may be provided a copy of each compilation.

**2.12. Exclusivity.**

During the term of this Agreement, Merchant shall not accept credit card or other Electronic Payments through a similar E-Payment System for Transactions from Taxpayers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS.

**3. THIRD PARTY PRODUCTS.**

3.1. Merchant understands and agrees that VPS may use third party products in connection with the E-Payment System offered hereunder. These products may include firewall security, web server software and encryption software. VPS makes no representation or warranty regarding the performance of such third party software, specifically including any warranty that performance will be uninterrupted or error-free

**4. DISCLAIMER OF WARRANTIES.**

**4.1. No Warranties.**

MERCHANT ACKNOWLEDGES THAT ITS USE OF THE E-PAYMENT SYSTEM IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN



THIS AGREEMENT, VPS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

**4.2. World Wide Web, Internet and Telephone Usage.**

VPS and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the websites established thereon including the E-Payment System, will be uninterrupted or error free.

**5. LIMITATION OF LIABILITY.**

**5.1. NO CONSEQUENTIAL DAMAGES; LIABILITY CAP.**

IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

**5.2. Limited Remedy.**

VPS shall in no way be liable to Merchant or Taxpayer due to any disruption of VPS' E-Payment System or non-availability of the E-Payment System during which Taxpayers are unable to access or use the E-Payment System due to a confirmed problem therein.

**6. CONFIDENTIAL INFORMATION.**

**6.1. Nondisclosure.**

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

**6.2. Specific Prohibitions.**

Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the VPS E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the VPS E-Payment System, or otherwise apply any procedure or process to the VPS E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the VPS E-Payment System or any algorithm, process, procedure or other information contained in the VPS E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the VPS E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the VPS E-Payment System that impairs the functionality of the VPS E-Payment System; (e) make use of the VPS E-

Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the VPS E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the VPS E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the VPS E-Payment System; and/or (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use.

#### 6.3. Compliance with Law and VPS Guidelines.

In connection with the exercise of Merchant rights and obligations under this Agreement (including, without limitation, any related to individual privacy), Merchant will comply, at Merchant's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules applicable to Merchant, Merchant's business, and this Agreement, and all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over the subject matter hereof, including, without limitation, the rules promulgated by the Credit Card Associations, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), the Federal Trade Commission, the electronic communication rules of the CAN-SPAM Act, and the privacy requirements of the Gramm Leach Bliley Act and regulations promulgated thereunder. Merchant will comply with all the current policies, procedures and guidelines of VPS governing the VPS E-Payment System, including, without limitation, the prohibited activities set forth in Section 6.2. VPS reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. Merchant will not use the VPS E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action. If applicable, Merchant will also provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually

#### 6.4. Data Collection, Privacy and Security.

Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to and from VPS and/or third parties. Merchant agrees to provide notice to Taxpayers on all applicable Merchant Web sites (and cause its applicable customers to disclose such information on such applicable customers' Web sites) that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement. Merchant will not use, disclose, sell and/or disseminate any cardholder information obtained in connection with a Transaction (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling Transactions and resolving any chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the term of this Agreement. If Merchant uses services from a Merchant Service Provider other than VPS, Merchant is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed. Merchant acknowledges that VPS will not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Merchant's (and/or Merchant's customers') account(s), end-user and/or Transaction data. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Transaction data, Merchant will notify VPS promptly of such breach

and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

## **7. TERM AND TERMINATION.**

### **7.1. Term.**

Subject to Section 7.2, this Agreement will commence upon the Effective Date and shall continue for two (2) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

### **7.2. Termination for Cause.**

If a VPS E-Payment System provided under this Agreement fails to conform to generally accepted standards for such services in the Card processing industry then the Merchant's sole remedy for such failure shall be that upon notice from Merchant specifying the failure of performance, VPS will rectify such failure of performance. If VPS does not rectify our failure of performance within thirty (30) days after receipt of notification, then Merchant may terminate this Agreement upon thirty (30) days' written notice to VPS. VPS may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events: (i) any noncompliance with this Agreement or Association Rules which is not cured within thirty (30) days of VPS notice to Merchant, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on Merchant fraud; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant; (iii) for a period of more than sixty (60) consecutive days, Merchant does not transmit Sales Data to VPS; and/or (iv) if the aggregate cost of Chargebacks absorbed by VPS for any ninety (90) day period exceeds the Convenience Fees collected by VPS during such period.

### **7.3. Effect of Termination.**

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing under Section 2.5.

### **7.4. Terminals.**

Merchant acknowledges and agrees that VPS is permitting Merchant to possess the point of sale terminals solely for the purpose of permitting Taxpayers to initiate Transactions via the E-Payment System. As such, Merchant acknowledges and agrees that VPS is the sole owner of the point of sale terminals, that, except for the foregoing, Merchant has no rights in or to the point of sale terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all point of sale terminals to VPS upon the earlier of the termination of this Agreement or when any such terminal is no longer being used Taxpayers to initiate Transactions via the E-Payment System. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business

### **7.5. Survival.**

Sections 4, 5, 6, 7 and 8 shall survive any termination or expiration of this Agreement.

## **8. MISCELLANEOUS.**

### **8.1. Promotion of Services.**

During the term of this Agreement, Merchant shall promote the use by Taxpayers of the VPS E-Payment System including, but not limited to, point of sale materials for the POS E-Payment System, publishing the relevant URL for the Web E-Payment System and telephone number for the Phone E-Payment Solution on the Merchant's website home page, billing departments, notices and all related promotional materials. All published materials referencing VPS or the VPS E-Payment System shall be approved for accuracy by VPS prior to publishing.

8.2. Governing Law; Waiver of Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought by VPS against Merchant in the county and state of Merchant's principal office as indicated below, and by Merchant against VPS exclusively in Davidson County, Nashville, Tennessee. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. Entire Agreement

This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.4. Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

8.5. Relationship of Parties.

The relationship of VPS to Merchant under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Merchant and VPS, nor shall this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS

8.6. Notices.

All notices required or permitted under the Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to:

IF to: Value Payment Systems, LLC

2207 Crestmoor Rd.

Suite 200

Nashville, TN 37215-2031

Attn: Jeffrey C. Gardner

Email: [jgardner@valuepaymentsystems.com](mailto:jgardner@valuepaymentsystems.com)

If to:

Town of Canandaigua

5440 Route 5+20 West

Canandaigua NY 14424

Attn: Jean Chrisman

[jchrisman@townofcanandaigua.org](mailto:jchrisman@townofcanandaigua.org)

**8.7. Captions and Headings.**

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

**8.8. Counterparts.**

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

**8.9. Waiver.**

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

**8.10. Severability.**

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

**8.11. Publicity.**

The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

**8.12. Amendment and Changes.**

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

**8.13. Force Majeure.**

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.13 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

**8.14. Facsimile Signature and Counterparts.**

This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

**- The rest of the page is intentionally left blank. -**

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.*

VALUE PAYMENT SYSTEMS, LLC

By: \_\_\_\_\_

Name: J. Scott Slusser

Title: Chief Marketing Officer

Address: 2207 Crestmoor Rd., Suite 200

City/State/Zip: Nashville, TN 37215-2031

Town of Canandaigua

By: \_\_\_\_\_

Name: Pamela A. Helming

Title: Supervisor

Address: 5440 Route 5+20 West

City/State/Zip: Canandaigua NY  
14424

**SCHEDULE A  
SCOPE OF SERVICES**

(Please check the box or boxes associated with the services to be provided.)

**WEB AND POINT OF SALE E-PAYMENT SOLUTIONS**

☒ Web E-Payment Solution

The Standard Web E-Payment Solution may include the following:

- Standard development technology;
- Payment screens including personal information, payment entry, payment review, payment receipt;
- Payment confirmation number and optional confirmation email;
- Collect and transmit payment information for authorization and settlement; and
- Method for transferring transaction data back to the Merchant and/or reporting;

Please choose one of the following options if the Web E-Payment Solution is selected:

- ☒ Option 1: Input File Integration or API is not required; or  
☐ Option 2: Input File Integration or API is required.

Payment Types to be accepted:

- ☒ Property Tax  
☐ Licenses  
☐ Utility Bills  
☐ Other \_\_\_\_\_  
☐ Other \_\_\_\_\_

*Jeant to  
include  
VOIDED Cks  
- taxes  
- town clerk*

☒ POS E-Payment Solution (optional)

Please choose one of the following options if the POS E-Payment Solution is selected:

- ☒ Option 1: Ingenico iCT220 standalone terminal; or  
☐ Option 2: Web POS system with MagTek card swipe.

Payment Types to be accepted:

- ☐ Property Tax  
☐ Licenses  
☐ Utility Bills  
☐ Other \_\_\_\_\_  
☐ Other \_\_\_\_\_

*See attached Point of Sale  
List.*

**Point of Sale:**

- 1) Birth Certificates
- 2) Board Application Fees
- 3) Building Permits
- 4) Burial Fees
- 5) Charge Back Billing
- 6) Copies
- 7) Death Certificates
- 8) Decals (Hunting / Fishing Permits)
- 9) Dog Licenses
- 10) Genealogy
- 11) Marriage Licenses
- 12) Park Reservations
- 13) Tax Payment
- 14) Transfer Station coupons
- 15) Water Hookups
- 16) Water Payments



### Schedule B Convenience Fee Pricing Schedule

**Payment Methods** – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), and PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties.

#### WEB AND POS CONVENIENCE FEES FUNDED BY THE CONSTITUENT

ITEM	FEE	FREQUENCY
<u>Property Tax Payments (Real Property Tax, etc.)</u>		
Visa (credit), MasterCard and Discover (credit & debit cards)	2.45%	Per transaction
ATM/Network debit cards	2.45%	Per transaction
Visa - consumer debit cards	\$3.95	Per transaction
Electronic checks/ACH	\$1.75	Per transaction
Minimum credit card and debit card convenience fee	\$3.95	Per transaction
<u>Non-Tax Payments (e.g. Court Fees, Permits, etc.)</u>		
Visa, MasterCard, Discover (credit & debit cards)	2.45%	Per transaction
ATM/Network debit cards	2.45%	Per transaction
Electronic check/ACH	\$1.75	Per transaction
Minimum credit card and debit card convenience fee	\$1.75	Per transaction
<u>Dog License Payments</u>		
Visa, MasterCard and Discover (credit & debit)	\$1.75	Per transaction
Electronic checks/ACH	\$1.75	Per transaction
<u>Online Utility Payments (e.g. Water Bills, Sewer Bills, etc.)</u>		
Visa, MasterCard and Discover (credit & debit)	TBD	Per transaction
Electronic checks/ACH	TBD	Per transaction

#### PAYMENT PROCESSING AND DEVELOPMENT SERVICES FUNDED BY MERCHANT

ITEM	FEE	FREQUENCY
Address verification fee	\$0	Per occurrence
Chargeback processing fee	\$0	Per occurrence
Statement fee	\$0	Per occurrence
Support and training fees	\$0	Per hour
POS terminals – Ingenico ICT220	Waived	Per unit
<b>Total cost to Merchant/Department</b>	<b>\$0</b>	

**SUBMITTER MERCHANT**  
**PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES**  
(Standard MCC – Convenience Fee)

Worldpay US, Inc. ("Worldpay" or "we", "us", or "our" and the like), for itself and on behalf of Citizens Bank, N.A., a national banking association ("Bank"), is very excited about the opportunity to join Value Payment Systems, LLC ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payment Networks") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

**1. Your acceptance of Cards**

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these Instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (if you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (if you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

**2. Submission of Transactions; Payment**

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

**3. Chargebacks; Fraud; Temporary Holdback**

**3.1 Chargebacks.** You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or Worldpay (or VPS, if VPS has reimbursed Bank or Worldpay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and Worldpay.

**3.2 Fraud.** You agree to be solely responsible for losses and expenses incurred by Bank or Worldpay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors (other than VPS) or agents.

**3.3 Temporary Holdback.** In addition to any of the other rights granted to the Bank and Worldpay in this Section 3, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or Worldpay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or Worldpay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. Worldpay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

#### **4. Financial Information**

You agree to provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Payment Network Rules or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

#### **5. Data Security and Privacy**

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

#### **6. Disclaimer; Limited Liability**

**6.1 Disclaimer of Warranties.** Worldpay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

**6.2 Limitation of Liability.** Under no circumstances shall the financial responsibility of Worldpay or the Bank for any failure of performance by Worldpay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or Worldpay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

#### **7. Term; Termination**

**7.1 Term.** This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by Worldpay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

**7.2 Termination Without Notice.** Worldpay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) Worldpay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that Worldpay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) Worldpay or the Bank is prohibited by applicable law from conducting business with you or your principals.

**7.3 Additional Rights.** Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate

dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and Worldpay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

**7.4 Survival.** The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

## **8. General Provisions**

**8.1 Assignment.** You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

**8.2 Attorneys' Fees.** In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

**8.3 Confidentiality.** The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "**Protected Information**"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

**8.4 Entire Agreement; Modification, Waiver.** This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

**8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports.** In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires Worldpay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with Worldpay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, Worldpay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows Worldpay and the Bank to identify you and your principals. You agree to provide all information requested by Worldpay and the Bank that is required in order for Worldpay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and Worldpay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that Worldpay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

8.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Town of Canandaigua  
(Name of Entity)

By: \_\_\_\_\_

Name: Pamela A Helming

Title: Supervisor

Date: \_\_\_\_\_

Address: 5440 Route 5420 West  
Canandaigua NY 14424

Agreed and Accepted by:

Worldpay US, Inc. for itself and on behalf of  
Citizens Bank, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

#### FUNDING SCHEDULE

In order to receive funds from Worldpay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Worldpay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or Worldpay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Worldpay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Reference: \_\_\_\_\_

*Team to  
attached  
voided  
checks  
states @town  
client*



*"Building Strength, Stability and Self-Reliance"*

October 27, 2016

Jean E. Chrisman, Town Clerk  
Town of Canandaigua  
5440 Route 5 & 20 West  
Canandaigua, NY 14424

Request to Review the Speed Limit on County Road 10

Dear Jean Chrisman,

I'm writing on behalf of Habitat for Humanity of Ontario County, our volunteers, staff, partner families and supporters to request a review of the speed limit on County Road 10 between County Road 46 and Recreation Drive.

Since opening our offices and ReStore, located at 3040 County Road 10, in 2010 we have seen a steady increase in the number of vehicles traveling north and south on County Road 10. In addition the volume of traffic generated by our clients, staff, volunteers, and ReStore shoppers and donors has increased significantly in the past few years.

Currently, the speed limit in our section of County Road 10 is set at 55MPH. This short 55MPH section between the roundabout at County Road 46 and the 45MPH limit near Recreation Drive means that drivers are generally accelerating as they drive past our location only to quickly break as the approach the roundabout or reduced speed zones to the north and south. We have seen a number of accidents in this stretch of the road that might have been avoided if the speed limit was reduced. As such, we are requesting a review with the hope that a reduction in the current speed limit can be achieved.

Please do not hesitate to contact me with any questions regarding this request. Thank you for your consideration.

Sincerely,

Nash Bock  
Executive Director

3040 County Road 10 Canandaigua, New York 14424  
Phone: 585-396-3600 Fax: 585-919-2800 www.HFHOC.org

# ACH APPLICATION PACKAGE CHECK LIST

#5

Account number(s) \_\_\_\_\_

ACH \_\_\_\_\_ Wire \_\_\_\_\_

## Section A. Sales Process - Completed by a Business Development Officer (BDO)

1. For a business or organization customer requesting ACH Service, work with aligned lender to identify required items for ACH Application Package (PACKAGE).
2. See item list below - depending on existing relationship and exposure limit request, items 6-8 may be required.

### ACH Application Package Item List (please assemble PACKAGE in order listed)

Standard Items 1-5 (all required)	Check when complete	Additional Items 6-8 (may be required)	If required, check when complete
1. Item 1. ACH Application Package Checklist	<input type="checkbox"/>	6. Item 6. Company Tax Returns	<input type="checkbox"/>
2. Item 2. Credit Scoring Loan Request Worksheet	<input type="checkbox"/>	7. Item 7. Owners Tax Returns	<input type="checkbox"/>
3. Item 3. Business Credit Application	<input type="checkbox"/>	8. Item 8. Financial Statements	<input type="checkbox"/>
4. Item 4. ACH Origination Application Setup Form	<input type="checkbox"/>	9. Documents available on S:\Groups\Electronic Banking Information\ACH\ACH-Wire Forms	
5. Item 5. Application for Online Cash Management Service	<input type="checkbox"/>		

3. Ensure customer has ACH eligible business checking account and online banking UserID ☐
4. Work with customer to supply all required items. Verify all signatures ☐
5. Assemble PACKAGE in item order listed above. No staples; documents to 8 1/2"x14" or less ☐
6. Initial below as section completed and mail PACKAGE to Credit Administration ☐

Sec. A completed by (sign & initial) \_\_\_\_\_

Date forwarded to Credit Administration / /

## Section B. Approval Process - Completed by Credit Administration (CA)

1. Verify receipt of all required items in PACKAGE. ☐
2. Process PACKAGE according to Section 860 of the Commercial Loan Policy ☐
3. Complete CA portion of setup form ☐
4. Reassemble PACKAGE in item order listed above. No staples; documents to 8 1/2"x14" or less ☐
5. If approved, identify next exposure limit/credit review date. \_\_\_\_/\_\_\_\_/\_\_\_\_ ☐
6. If customer also has a borrowing relationship, copy PACKAGE for credit file ☐
7. Initial below as section completed and mail PACKAGE to the Technical Specialist ☐

Sec. B completed by (sign & initial) \_\_\_\_\_ ( )

Date forwarded to Tech Spec / /

## Section C. Quality Control and Document Archive - : Phase 1

1. Verify receipt of all required items in PACKAGE, \*Verify all signatures ☐
2. Email Setup Form to [DepositOps@cnbank.com](mailto:DepositOps@cnbank.com) ☐

Sec. C completed (sign & initial) \_\_\_\_\_ ( )

Date forwarded to Deposit Ops / /

## Section D. Service Activation - Completed by Deposit Ops

1. Verify setup form is signed, then follow documented department procedures to activate ACH service ☐
2. Populate user defined fields in OSI core ☐
3. Email the setup form to the Technical Specialist ☐
4. Initial and sign below indicating service activation have been completed ☐

Sec. D completed by (sign & initial) \_\_\_\_\_ ( )

Date forwarded to Tech Spec / /

## Section E. Quality Control and Document Archive- : Phase 2

1. Verify user defined fields are populated in OSI core ☐
2. Reassemble PACKAGE, initial below as section completed, deliver PACKAGE to Imaging. ☐
3. Schedule configuration and training session with the customer; use cView to notify BDO & ACH Prod. Spec ☐

Sec. E completed by (sign & initial) \_\_\_\_\_ ( )

Date forwarded to scanning / /

\* Verify all signatures are on the agreement prior to forwarding to the Technical Specialist. If any signatures are missing, return the application package to the BDO.



Canandaigua National Bank and Trust  
ACH Origination & Wire Agreement and Setup Application

☐ New  
☐ Renewal  
☐ Limit Change

The Company requests the following service. ☐ ACH ☐ Wire

Nature of Business: \_\_\_\_\_

Business Market Place: ☐ Local ☐ Regional ☐ National ☐ Multinational

Daily Transaction Limit: \$ \_\_\_\_\_ Monthly Transaction Limit: \$ \_\_\_\_\_

**DESIGNATED ACCOUNTS**

Account Name

Account Numbers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Frequency of ACH Transactions: ☐ Daily ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly ☐ Yearly

Nature of ACH Transactions: \_\_\_\_\_  
(Example: employee payroll, gym membership, club dues)

**Type of ACH Transactions:**

☐ Payments ☐ Payroll ☐ ACH Collections ☐ ACH Payments

☐ Federal Tax (EFTPS) ☐ State Tax (EFTPS)

☐ ACH Pass-Thru (mandatory transaction authorization code enabled by the Bank)

☐ Dual Approval (enabled by the Bank)

The Company agrees that it shall only initiate transactions selected above. WEB, TEL, Cross-Border IAT, and INTERNET GAMBLING TRANSACTIONS ARE STRICTLY PROHIBITED, and may not be included in any of the transaction categories selected.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories.

\_\_\_\_\_  
(Print Name of The Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name of Authorized Signatory)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City & State of Principal Place of Business)

THE CANANDAIGUA NATIONAL BANK  
AND TRUST COMPANY

By: \_\_\_\_\_

\_\_\_\_\_  
(Name of Authorized Signatory)

\_\_\_\_\_  
(Date)

### Credit Administration

Exposure Rating: \_\_\_\_\_

Daily Transaction Limit Approved \$ \_\_\_\_\_

If Required Daily Originating Credit Limit: \_\_\_\_\_

If Required Daily Originating Debit Limit: \_\_\_\_\_

Date Reviewed by Approving Authority: \_\_\_\_\_

Circle One:      Approved      Denied

Authority Signature: \_\_\_\_\_

Date of Next Scheduled ACH Annual Review Placed in OSI Notes

Date: \_\_\_\_\_

ACH Agreement Date: \_\_\_\_\_

Form Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

### Deposit Operations

Entered By: \_\_\_\_\_ Date: \_\_\_\_\_

Verified By: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Credit Offsetting Account

☐ Debit Offsetting Account

☐ ACH Activated

☐ ACH Batches

☐ ACH Company Name

☐ Required Balance Files

☐ Daily Credit Limit

☐ Daily Debit Limit

☐ Monthly Credit Limit

☐ Monthly Debit Limit

☐ ACH Origination Activity Fee

List other Accounts being processed with this application (attach other forms):

\_\_\_\_\_

FOR OFFICE USE ONLY

# CASH MANAGEMENT SERVICES AGREEMENT

## INTRODUCTION

The Canandaigua National Bank and Trust Company ("Bank") is pleased to provide cash management services to meet your business needs. We have a wide variety of cash management services with many features and options. If you have any questions about our extensive array of cash management services or about this document, please contact your relationship officer.

Capitalized terms used in this Agreement are defined in the glossary section. The terms "we", "us" and "our" refer to The Canandaigua National Bank and Trust Company, which provides you a particular Service under the terms of this Cash Management Services Agreement (the "Agreement"). The terms "you" and "yours" refer to the individual(s) or entity that executed this Agreement.

This Agreement contains the terms and conditions under which we provide cash management services to you. It is used in conjunction with the Deposit Account Agreement, which covers deposit account terms and conditions. Please read this Agreement carefully and keep it for your records.

By signing and returning this Agreement, you agree to the General Provisions and Glossary of Terms section, which contains the terms and conditions applicable to all services. You also agree to those portions of the Cash Management Services section of this Agreement, which contain the specific terms and agreements that relate to the Services we provide to you. If you would like an additional Service, it will be covered by the terms and conditions of this Agreement once we have approved your use of the Service. You may begin using the Service when we have received all required and properly executed forms, your account(s) have been set up, and you have successfully completed any testing or training requirements.

Whenever you use any of the Services covered by this Agreement, you agree to be bound by these terms and conditions, as amended from time to time, and to follow the procedures in the applicable Materials. We may change, delete, or add to the terms and conditions of this Agreement with written notice to you. Your continued use of any Service, after the effective date of the change, will indicate your Agreement to the new terms and conditions.

## GLOSSARY OF TERMS

The following are some important terms that appear in this Agreement and shall apply equally to the singular or the plural form of the term.

1. Applicable State Law - means the law of the State of New York.
2. Business Day - means each Monday through Friday, excluding holidays observed by the bank providing the Service.
3. Claim - means claim, cause of action, action dispute or controversy between us, whether sounding in contract, tort or otherwise, which arises out of or relates to:
  - A. Any of the Deposit Account Agreement, Customer Manual, User Documentation, Materials, this Agreement or any and all related documents, instruments or agreements;
  - B. Any negotiations or communications relating to any of the Deposit Account Agreement, or this Agreement or any and all related documents, instruments or agreements, whether or not incorporated into the Deposit Account Agreement or this Agreement; or
  - C. Any alleged agreements, promises, representations or transactions in connection therewith.
4. Collected and Available Funds - means funds in an account as further defined in the Deposit Account Agreement.
5. Concentration Account - means an account or from which funds are transferred from a Zero Balance Account.
6. Credit Entries - means requests, on or through prescribed media and format, for the transfer of funds to accounts of depositors at bank or other financial institutions.
7. Customer Manual - means the manual containing specific procedures, media and data formats for a Service.
8. Debit Entries - means requests on or through prescribed media and format, for the withdrawal of funds from the accounts of depositors at bank or other financial institutions.
9. Deposit Account - means one or more demand deposit accounts maintained by you with us.
10. Deposit Account Agreement - means the current signature card, our general disclosure and agreement, or similar master account disclosures and agreements, as amended from time to time, we provide you containing terms and conditions applicable to each deposit account for which you use a Service.

11. Effective Entry Date - means the date specified, in accordance with the NACHA Rules, on the Entry by the Originator on which the Originator intends the Entry to be settled. (Originator is defined in the NACHA Rules.)
12. Entries - mean Credit Entries and Debit Entries consistent with the NACHA Rules and also includes any data for Entries, any prenotification and any entries initiated through an EDI payment system approved by us.
13. Fedwire - means the funds transfer system owned and operated by the Federal Reserve Banks, but excludes the system for making automated clearing house transfers.
14. Fedwire Regulations - means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.
15. Materials - means the Software user identification codes, passwords, codes, keys, test keys and security devices, as well as, Website access codes and passwords.
16. Messenger - means a messenger, armed carrier or courier used to transport items, funds or property between us.
17. NACHA - means the National Automated Clearing House Association.
18. NACHA Rules - means the rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.
19. On Us Entry - means a transaction (debit or credit) to an account at Canandaigua National Bank.
20. Operating Rules - means the NACHA Rules.
21. Processing Schedule - means the schedule provided by us for processing all requests for Entries and other Services.
22. Reasonable Attorney's Fees - means and includes reasonable attorney's fees, allocated costs of staff counsel, fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Agreement.
23. Relationship Officer - means the Bank account officer, deposit manager or other officer who assists you in managing your accounts and the Cash Management Services we provide.
24. Request - means request by means permitted under the relevant Service to transfer funds to a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.
25. Reversal/Deletion Request - means request for a Reversal or a request to delete a previously delivered Entry.
26. Reversals - mean data for reversing Entries.
27. Schedule of Fees - means our published fee schedule for some of the Services outlined in this Agreement which we may change from time to time.
28. Security Procedure - means, unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests, Advises of Checks, check issuance requests, Stop Payment Requests or Tax Payment Instructions.
29. Service(s) - means a cash management service(s) covered by this Agreement.
30. Service Enrollment Form - means the form required to complete to establish a Service in conjunction with this Agreement.
31. Software - means the programs and data files provided by us for use on a computer in connection with one or more particular Services.
32. Stop Payment Request - means an electronic or other format of message you send us to request that payment be stopped on a check drawn on any eligible account you have with us.
33. Tax Payment Instruction - means an instruction by means permitted under the relevant Tax Payment Service to pay any taxes using any of the tax forms specified in the applicable User Documentation.
34. UCC 4A - means Article 4A of the Uniform Commercial Code—Funds Transfers, as adopted by the State of New York, as amended from time to time.
35. User Documentation - means any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, including but not limited to this Agreement, Materials and Customer Manual.

36. Website - means the Bank website with the internet address [HTTP://WWW.CNBANK.COM](http://www.cnbank.com).

## **CASH MANAGEMENT SERVICES**

We offer a wide variety of Cash Management Services. Each Service has many features and options. Your relationship officer will be happy to describe these to you and to recommend those that will best meet your needs.

1. **Check Image Service.** The Check Image Service allows you to retrieve images of your paid checks from your accounts outlined on the Service Enrollment Form via our Internet Banking Service. You may view and/or print both sides of your paid check images retrieved through the Internet Banking Service the day following posting to your account. The Check Image Service can also provide standard account reconciliation report images on Compact Discs - Read Only Memory ("CD-ROM") along with check images. You must use your personal computer and modem to access check images from our Internet Banking Service. You will need internet browser software, to access check images through the internet via a modem.
2. **Check Image Storage Service.** We will upon your instructions outlined on the Service Enrollment Form electronically scan checks, or other similarly sized MICR documents, and store the images in black and white digital image files. Files will include the digitally scanned images of both the front and back sides of each check. The files will be written to one or more CD-ROM and we will provide the CDs to you.

We are not responsible for ensuring the processed CDs includes all items submitted by you. The image scanning of checks can cause some checks to be mutilated, making further scanning impossible. Therefore, if checks become mutilated they will not be included on the CD-ROM(s). Thus, it is important that you immediately review the processed CDs for complete and accurate images of each check.

Document Destruction. Following the image scan of the checks, we will destroy your checks or contract with a professional document destruction company to destroy the checks and certify their destruction. You agree to hold us harmless from any claims, losses, or damages arising from the destruction of the checks or any missing or unintelligible information stored on the CD-ROM.

3. **Electronic Statement Delivery Service "eStatement".** You authorize us to send notice of regular periodic account statement(s) for account(s) outlined in the Service Enrollment Form to you or your agent, in lieu of a paper copy, in electronic format for all accounts designated by you to be viewed through your email address. You agree to be bound to all rules and regulations applicable to your deposit account and any other contract for services with us as established and amended by us.

You agree to receive Monthly Account Statement(s), Privacy Notice(s), and other periodic or special notices in an electronic format. We will provide this information in a clear and conspicuous manner that you can print and/or store using your personal computer. The consent granted by this paragraph applies to all accounts you designate. We will notify you of any material change in hardware or software required for retrieving or storing this information. We will send you an email when a monthly statement of yours is available for viewing for each statement period.

Access. Once we have received this signed Agreement from you, we will send you, either by email or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned password. You can add or delete any of your Bank accounts from this Agreement by notifying us in writing.

Password. You accept responsibility for the confidentiality and security of your password. To have your password changed, you must contact us and submit your request in writing.

Security. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information alone, or together with information related to your account, may allow unauthorized access to your account. Your password is intended to provide security against unauthorized statement access. Notwithstanding our efforts to insure that the statement delivery is secure, you acknowledge that the email is inherently insecure and potentially can be monitored and read by others. We cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others.

You understand your right to revoke this Agreement and thereby withdraw consent, at any time. We will then stop providing statements to you electronically. In order to withdraw consent and terminate this agreement, you must notify Bank in writing, 60 days in advance of this decision. There are no fees associated with rescinding this agreement.

You agree to notify us immediately if you are unable to access any of the information that has been delivered by us in an electronic form or manner.

You agree to provide us with signed, written notice if your electronic mail address changes.

4. **Internet Banking Service.** Our Internet Banking Service (the "System") consists of a number of cash management services under the umbrella name of **Online Banking for Business**. All of the Internet Banking Services described below are online password secured cash management services available through the World Wide Web. These Services are also governed by the terms of the ACH and Wire Transfer Service provisions of this Agreement when applicable.

**Access** - To use our System, you must have at least one demand deposit account Bank, acquire the computer hardware and software required to access System, access to Internet service, and an e-mail address. We will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. The System can be used to access only the Bank accounts which you have designated for access by the System. You can add or delete any of your Bank accounts from this Agreement by notifying the Bank in writing. Access to your accounts through the System will be based upon the identification of users and authority levels specified by you. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**System Services** - You can use the System to check the balance of your Bank account(s), view Bank account histories, transfer funds between your Bank accounts, order checks, make stop payment requests, view checks, change your address, and pay bills from your Bank accounts in the amounts and on the dates you request if you have requested the Bill Payment Service. Balance and activity information are available as of the previous and current business day.

**Hours of Access** - You can use the System seven days a week, twenty-four hours a day, although some or all the System services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the System's web site.

**Your Password** - For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**Security** - You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your Bank accounts as soon as it is available. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

5. **Automated Clearing House (ACH) Service.** ACH services allow you to transfer funds to or from your accounts by means of Entries, which may be sent through the ACH system or processed directly to accounts with us. You may transmit Entries to us in accordance with the Service and the Operating Rules. You acknowledge that Entries may not be initiated if they violate the laws of the United States. The capitalized ACH terms appearing below are defined in the NACHA rules.

- A. **Compliance with NACHA Rules and Laws.** You agree to be bound by the NACHA Rules as they may change from time to time, for all Entries whether or not an Entry is sent through the ACH network. You act as Originator and we act as Originating Depository Financial Institution (ODFI) with respect to Entries. You will deliver Entries to us as provided in the Service and the NACHA Rules. The NACHA Rules govern if they conflict with this Agreement, except that the file specification requirements for the Service govern if they conflict with the NACHA Rules.

Where a pre-authorized Debit Entry from a consumer's account varies in amount from the previous Debit Entry, you will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

The Office of Foreign Assets Control (OFAC) requires all ACH transactions funded by monies received from a foreign financial institution (wire, cash, checks, etc.) to be coded as an international ACH transaction (IAT). NACHA created the IAT rule in order to align the NACHA Operating Rules with OFAC compliance obligations; and make it easier for Financial Institutions to comply with OFAC obligations. The Bank Secrecy Act (BSA) requires all financial institutions to pass on certain information to the next financial institution, in certain funds transmittals involving more than one financial institution. This is often referred as the "travel rule". It is your obligation to ensure the IAT standard entry class code (SEC) is used when creating consumer or

corporate ACH transactions funded by foreign funds, and includes travel rule information. Canandaigua National Bank and Trust prohibits the transmission of cross border IAT's.

- B. Authorized Persons. Before using the ACH Service, you will give us a written list, in a form acceptable to us, of the persons authorized by you to verify the authenticity of Entries and Reversal/Deletion Requests in accordance with the Security Procedure and to perform certain other duties in connection with the ACH Service.
- C. Security Procedure. You agree to use the Security Procedure when you deliver Entries or Reversal/Deletion Requests to us. The purpose of the Security Procedure is to verify the authenticity of Entries and Reversal/Deletion Requests delivered to us in your name and not to detect errors in the transmission or content of Entries. You represent and warrant each time you use the ACH Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Entries and Reversal/Deletion Requests. You agree we may act on any Entries or Reversal/Deletion Requests the authenticity of which we have verified through the use of the Security Procedure and you agree to be bound by such Entries or Reversal/Deletion Requests whether or not they were in fact authorized.
- D. Warranties. Each time you use the ACH Service:
- You warrant that you have obtained appropriate authorization from each Receiver and the Entries conform to the authorization and comply with the NACHA Rules; and
  - You make the same warranties to us as we make under Section 2.2 (or any successor section) of the NACHA Rules.
- E. Payment with Respect to Entries. You will transmit Entries to us as set forth in the Customer Manual provided to you and the Operating Rules. We generally debit your account for Credit Entries (including Debit Reversals) on the settlement date, unless you are prefunding your Entries. Prefunding your Entries means that you pay for all Credit Entries by such time before the settlement date as we may specify. We reserve the right at any time, without notice, to require payment before we process your Credit Entries. You are prohibited from initiating Debit Entries for further credit to accounts at other financial institutions. You will immediately pay us for the amount of any returned Debit Entries, any adjustment Entries, or any returned DTC's, which we previously credited to your account.
- F. Acting on Entries. We send Entries to the ACH processor for settlement on the Effective Entry Date shown on the Entries, provided we receive the Entries by our applicable processing deadlines specified in the Processing Schedule. We may treat Entries that we receive after a deadline as if received on the next Business Day. Entries will be deemed received by us when we receive the complete file at the location specified in the Customer Manual.
- G. Rejection of Entries. We may reject any Entry if it does not comply with the requirements of this Agreement, the applicable ACH Service, certain ACH processing limits for you, or which we have been unable to verify through use of the Security Procedure. We may also reject any Entry if it may be returned for any reason under the NACHA Rules or if you breach your payment obligations for any ACH Service. Notice of rejection is given to you by telephone, electronically, by facsimile or by mail within the time period specified in for the ACH Service. Notices of rejection will be effective when given. We are not liable for the rejection and we are not obligated to pay you interest for the period before you receive the notice of rejection. If any Entry is rejected, it is your responsibility to correct any Entry you intend to resubmit.
- H. Cancellation and Amendment of Entries. You have no right to cancel or amend an Entry after it has been received by us. We may act on a request by you for reversal of an Entry file pursuant to the Rules; provided, however, that we are not liable for interest or losses if such reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for any expenses, losses, claims or damages we may incur in effecting or attempting to effect any request for the reversal of an Entry. We will be entitled to payment from you in the amount of any such reversal of an Entry file prior to acting on any such request.
- I. Provisional Payments. You agree to be bound by the provision of the NACHA Rules making payment of a credit Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver provisional until the RDFI receives final settlement for the Entry. If final settlement is not received, the RDFI is entitled to a refund from the Receiver of the amount credited. This means that the Receiver will not have been paid.
- Payment by us for any Debit Entry, returned Credit Entry or credit Reversal is provisional until we receive final settlement for the Entry. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount credited. We may delay the availability of any amount credited for a Debit Entry or credit Reversal if we believe that there may not be sufficient funds in your account to cover a chargeback or return of the Entry or Reversal.
- J. Limit of Entry Classes. We at all times reserve the right to designate or terminate the Entry classes we will process for you and we may establish from time to time such Credit Entry and/or Debit Entry limits as we in our sole discretion deem advisable.
- K. Availability of Funds. We are not obligated to make the amount of any Debit Entry available for withdrawal by you before such amount constitutes collected funds in the Account(s). Whether or not constituting collected funds, any such amount credited to the Account(s) may be charged back to and recovered from you if Bank does not receive final settlement, the Entry is returned, an adjustment Entry is received by us pursuant to the Operating Rules or the Entry violates any of the terms of this Agreement, the Customer Manual or the Deposit Account Agreement.

- L. Inconsistency of Name and Number. An RDFI can make payment to a Receiver based solely on the account number, even if the name in the Entry differs from the name on the account. We may send an Entry to an RDFI based solely on the bank identifying number you provide, even if the number is incorrect and identifies a different RDFI.
- M. Notice of Account Statement Discrepancies. Information concerning Entries will be reflected in your account statements or other information reporting service we provide you. You must notify us promptly by telephone, confirmed in writing, if you learn of any unauthorized or erroneous debit to your account. You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement.
- N. Electronic Transmission. You will obtain, maintain, and operate, at your own expense, all necessary devices, software and services required to transmit your Entries electronically, including but not limited to hardware, software, installation and maintenance services and telephone lines. All such devices, software and services will be compatible with our operations and conform to our specifications.
- O. Data Processor. Upon our approval, you may elect to designate a third party data processor to submit Entries and Reversals, cancellations, and amendments of Entries to us on your behalf. Entries and Reversals, cancellations, and amendments of Entries received from such data processor will be deemed to have been initiated and approved by you and will be processed as set forth in this booklet. We shall not be liable for the accuracy, completeness or authenticity of the Entries, Reversals, cancellations, and amendments received from the data processor, and will have no obligation to audit, check or verify the Entries or related data. You will at all times defend, indemnify, and hold us harmless against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses, and attorneys' fees which may be directly or indirectly caused by any act or omission of the third party data processor.
- P. Notice of Error. If we receive a notice of error from any of our deposit customers pursuant to the Electronic Funds Transfer Act, Federal Reserve Regulation E, or other law concerning an Entry processed or authorized to be processed to an account with us, you will within two (2) business days after written or verbal notice, provide us with the authorization to debit or credit the depositor's account and, if applicable, proof of sending notice to the depositor of the varying amount, or other proof satisfactory to us that the error alleged did not occur. If the referenced documents or proof are not delivered timely, or the documents or proof do not give us a reasonable basis for determining that no error occurred, or if the error alleged did occur, we may credit our depositor's account in the amount of the error claimed and charge you for the amount of the alleged error.
- Q. Credit Review. You are subject to satisfactory credit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit criteria. You shall, upon the Bank's request, provide to the Bank any such credit-related information and assistance as the Bank may require to perform any such review. Failure of you to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement.
- R. Limitations on Use and Access. You may not permit a third party to initiate transactions on your behalf or process transactions on behalf of third parties
6. Online Transfers and Transactions – You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that we may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. The procedures are as follows:
- A. You are responsible for the input and verification of all information onto the System. We shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. We shall be entitled to rely upon any book transfer request reasonably believed by us to have been input by you or your authorized users.
- B. Bank may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Balances in your authorized account(s); or the transfer request (1) is not authenticated to our satisfaction or which we, in good faith, believe may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. We shall incur no liability for any loss to you or to any third person occasioned by our refusal to make such transfer.
- C. We shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to us by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.
- D. Types of Transfers:
- Transfer funds between your checking and savings accounts.



- Make loan payments.

E. **LIMITATIONS** – With a Savings account and Money Market account you may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including date transmission) agreement, order or instruction. Three (3) of these transfers may be made by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

**Posting of Transfers** – Transfers initiated through the System before 6:00 p.m. Eastern Time on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. Eastern Time on a business day, Saturday, Sunday or Banking holiday, will be posted on the next business day. The System identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of the System will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- B. Electronic fund transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be canceled;
- C. In the event the electronic fund transfers initiated through the System which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Stop Payment Requests.** Your stop payment requests must follow the procedures and specifications we establish for this Service. You must provide us with timely, complete and accurate information on:

- A. The number of the account against which the item is drawn;
- B. The date of the item;
- C. The item number; and
- D. The exact amount (dollars and cents) of the item.

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect, we will not be responsible for failing to effectuate the order. Stop payment requests, which cover a range of checks that are missing or stolen, may be processed by us without regard to the dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately for items paid more than 60 days prior to your request. Stop payment orders are in effect for six months and can be renewed after the 6-month period upon your written request. They will be renewed at the prevailing renewal fee then in effect, as long as your account remains on account analysis. From time to time, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

- 7. **Wire Transfer Service.** You and your authorized representatives as outlined in the Service Enrollment Form may originate the wire transfer of funds in accordance with the terms of this Agreement, and we are willing to act as your originating and receiving Bank for that purpose. All requests for transfer of funds must be in United States dollars.

**Purpose and Scope.** You represent and warrant that your account(s) are, and during the term of this Agreement will be, maintained primarily for business, and not for personal, family or household purposes. You shall maintain at all times during the term of this Agreement a balance of immediately available funds in these account(s) sufficient to meet your payment obligations under this Agreement. We may, without prior notice or demand, obtain payment of any amount due and payable to us under this Agreement by debiting any or all of the account(s). In the event there are not sufficient funds available in the account(s) to meet your payment obligations under this Agreement, in order to obtain payment of such obligations, we shall be entitled to debit any account maintained by you with us or any affiliate of the Bank and/or shall be entitled to set off the amount of such obligations against any amount the Bank owes to you.

**Authorized Persons.** Before using our Wire Transfer Service, you must provide us a written list, in a form acceptable to us, identifying the persons authorized by you to perform certain duties in connection with the execution of wire transfer instructions.

**Security Procedure.** You agree to use our one or more Security Procedures offered by us to authenticate, amend and request cancellation of wire transfer instructions. The purpose of the Security Procedure is to verify the authenticity of Requests delivered to us in your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time you use a Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Requests. You agree to be bound by Requests whether or not they were in fact authorized if we followed the agreed upon Security Procedure. You agree to preserve the confidentiality of the Security Procedure. You will promptly notify us of any compromise of the integrity of the Security Procedure.

Verification of Payment Order. We may take any action in an attempt to verify that a payment order (or request for cancellation of a payment order) which the Bank receives from you is that of you, or in order to detect error in the transmission or the content of a payment order (or request). We shall not be liable for failing to take or correctly perform such additional actions. You authorize us to record electronically any and all telephone calls between us and you relating, directly or indirectly, to this Agreement or to any transfer of funds under this Agreement, and to retain, refer to and use such recordings in the Bank's sole and absolute discretion.

Transmittal. All payment orders from you must be received by the Bank on a business day by 2:00 p.m. Eastern Time. Payment orders shall be deemed received by us only when received in compliance with this Agreement. If payment order from you is received by us after the cut-off time on a business day, such payment order shall be treated as being received by us at the opening of the next business day.

Inconsistency of Name and Number. If a payment order describes an intermediary bank or a beneficiary's bank inconsistently by name and number, execution of such payment order might be made by us based solely upon the number, even if the number identifies a bank different from the named bank or identifies a person who is not a bank, and your obligations for the payment order as provided in this agreement shall not be excused in such circumstances.

If a payment order describes a beneficiary inconsistently by name and account number, payment of such payment order might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary, and your obligations for the payment order as provided in this Agreement shall not be excused in such circumstances.

Execution. We shall process orders received from you based solely upon information received from you. We shall execute each payment order received from you by issuing and transmitting to the Federal Reserve Bank, on the execution date, a corresponding payment order which complies with and is intended to carry out the payment order received from you.

We shall have no duty or obligation to process, execute on such execution date, or otherwise accept any payment order from you which the Bank receives after the cut-off time, or which does not otherwise comply strictly with this Agreement and with applicable law. Nonetheless, if we receive a payment order or that payment order be delayed longer than the next business day after the execution date, shall execute such payment order on the next business day after the execution date.

We shall promptly notify you by telephone, by electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of the date each transfer from you is debited and credited by us to the appropriate accounts and the total dollar amount of such transfer.

Rejection of Payment Orders by Bank. We shall reject any payment order it receives from you which does not comply with the requirements set forth in this Agreement. Except as expressly prohibited by law, the Bank, in its sole and absolute discretion, shall have the right to reject any payment order it receives from you if such payment order does not comply strictly with the other requirements set forth in this Agreement or if you fail to comply with the account balance obligations set forth in this Agreement.

We shall promptly notify you by telephone, by electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of the Bank's rejection of a payment order and the reason for such rejection no later than the execution date or the payment date. Rejection shall be effective when such notice is given.

Cancellation or Amendment. You shall have no right to cancel or amend any payment order after such payment order has been received by us. However, we shall use reasonable efforts to act on a request by you to cancel a payment order, whether prior to or after our acceptance of such payment order, provided such request for cancellation is transmitted to us and complies strictly with this Agreement. In no event shall we be liable if such cancellation is not effected.

Rejection of Payment Orders. If we receive notice that a payment order issued and transmitted by us to the Federal Reserve Bank to carry out a payment order from you is rejected, we shall notify you by telephone, electronic transmission, or by United States mail, any of which shall be considered commercially reasonable, of such rejection. Such notice shall identify the rejected payment order, state the date on which we received notice of such rejection, and state any reason given for such rejection. Except for a payment order transmitted by you in accordance with this Agreement, we shall have no obligation to retransmit a rejected payment order if the Bank complied with this Agreement with respect to the original payment order.

Payment. At the time we execute a payment order from you, you shall pay us, with immediately available funds on deposit in an Authorized Account, the amount of such payment order. If you fail to pay for a payment order in accordance with this Agreement, we shall be entitled to process and transmit a request for cancellation of the payment order which we processed and transmitted to carry out your payment order. This right to process and transmit a request for cancellation is not exclusive, but rather is in addition to all other legal and equitable rights and remedies to which we are entitled.

Reconciliation. All payment orders executed debited and credited to the appropriate accounts by us under this Agreement will be reflected on your periodic statements issued by us with respect to the Authorized Accounts. You shall notify us promptly of any discrepancy concerning any payment order. If you fail to notify us of any such discrepancy within 14 days after you receive, whether in a periodic statement or otherwise, sufficient information to detect such discrepancy, we shall not be liable for, and you shall indemnify and hold harmless from any loss of interest with respect to any such payment order and other loss which could have been avoided had you given such notice. If you fail to notify us of any such discrepancy within 14 days after you receive,

whether in a periodic statement or otherwise, sufficient information to detect such discrepancy, you shall be precluded from asserting such discrepancy against the Bank.

**Representations and Warranties.** In addition to the other representations and warranties contained in this Agreement, you represent and warrant to us that all payment orders transmitted by you to us are limited to those types of payment orders described in this Agreement, and you shall be bound by and comply with all applicable laws, rules and regulations.

## **GENERAL PROVISIONS**

1. **Changes to a Service.** You may request at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. Changes are subject to our approval.
2. **Communications.** Any written notice or other written communication to be given by us under this Agreement will be addressed to you at the address specified on this Agreement, or to such other address as you may specify in writing. Unless we advise you otherwise, written communication to us should be sent to your office of account. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials.

We may electronically monitor and/or record any telephone communications with you. You consent to such recording. If our records about any communication are different from yours, our records will govern.

If we allow you to use electronic mail or communications via our Website to initiate payment requests or other instructions with respect to a Service, you will be subject to the terms and conditions of this Agreement and must comply with the applicable procedures of that Service.

3. **Confidentiality.** You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:
  - A. Safeguard the Materials at all times;
  - B. Establish and maintain procedures to assure the confidentiality of the Materials and any password or code assigned to or used by you;
  - C. Use the Materials only for the purposes for which we provide them; and
  - D. Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised;

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- A. Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials;
- B. Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section; and
- C. Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after a Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security procedures. We will be fully protected in relying on the correct user identification codes and passwords, as described for the relevant Service in this Agreement.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use. This section does not limit either party's ability to satisfy any governmentally or judicially required disclosure.

4. **Customer Responsibility.** You agree to be solely responsible for your proper use of the Service, including but not limited to implementing internal procedures to safeguard your confidential access capability. You will assume full responsibility for the provision, repair and maintenance of any facilities, computer terminals, or other equipment necessary to or used by you in connection with accessing the Service.
5. **Cutoff Hours - Wire Transfers and ACH.** A number of our Services are subject to processing cutoff hours. The cutoff hour for wire transfers is 2:00 p.m. Eastern Time on business days. The cutoff hour for ACH transactions is 1:00 p.m. Eastern Time on business days. Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day.

A fund transfer request is deemed to be received by us when the status in your Wire Manager grid changes to Processing. A fund transfer request is deemed to have been processed when the status of the Wire request is Confirmed. Unless you notify us of a problem with the transfer or confirmation within five days, you will be deemed to have approved the accuracy of the information

contained in the confirmation.

6. **OFAC (Office of Foreign Asset Control) Rules.** This amendment requires the Company to comply with the laws of the United States of America, including any economic sanctions administered by the United States Treasury Department's Office of Foreign Assets Control. Company represents and warrants that, when it transmits Entries to Bank, Company is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions. You agree to indemnify, defend and hold us harmless for any claim, loss or expense we suffer as a result of processing an Entry to or from a Blocked Party (defined in the Glossary of Terms). The provisions of this section will survive termination of the ACH Service.
7. **Facsimile Signatures.** Many businesses use a facsimile signature as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so. You are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles the signature of an authorized person regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures even if they were placed on items without your knowledge or consent. We may pay items bearing a facsimile signature regardless of the persons to whom they are drawn or paid. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature or if the size, color, or style of the facsimile signature, regardless of the size, color, or style of the check, is different from that of the facsimile signature you typically use. We may pay the withdrawal and may charge your account for it. You agree to compensate us for all losses, claims, damages, or expenses, including reasonable attorney's fees, that result from our payment of a withdrawal bearing a facsimile that resembles your signature or a facsimile that we believe you authorized.
8. **General Matters.** This Agreement will be controlling in the event of any conflict between it and any relevant Deposit Account Agreement, Customer Manual, User Documentation, Materials, and any other document or written or oral statement. Current User Documentation is available upon request. This Agreement supersedes all prior agreements and understandings, oral or written, between you and us relating to a Service (excluding the current Deposit Account Agreement and excluding any Security Procedure and Software license agreement previously agreed upon unless we notify you otherwise in writing).

This Agreement is binding upon each of our respective successors and permitted assigns. You may not assign any of your rights or duties described in this Agreement without our prior written consent. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us. Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in providing any Service.

We may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list from you of persons authorized to give such instructions. Except as otherwise expressly stated in this Agreement, we are not required to act on any instruction from any person or to give notices to any person.

If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void and unenforceable to the fullest extent permitted by law. With respect to a given Service, this Agreement is governed by and interpreted according to federal law and the law of the state in which our headquarters is located.

No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this booklet is a waiver of any other breach or default. Any waiver under this Agreement must be in writing.

9. **Information Processing and Reporting.** We offer a number of Services which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We shall be protected in acting on any oral or written request, whether received by telephone, U.S. mail, fax, e-mail, via the internet or other means of communication, believed in good faith to be genuine and to have been made by you or your authorized agents. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement and the operating procedures. Unless we agree otherwise in writing, we will not be required, by means of the Security Procedures or otherwise, to detect errors in the transmission or content of any information we receive from you or third parties.

We make no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the Services, or any computer programs, equipment or software made available to you. Unless otherwise agreed in writing, the computer programs, Materials, User Documentation, Security Procedures, software and systems provided to you in connection with any Service represent our proprietary property and must be returned to us upon request.

You acknowledge that it is not possible for Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the

period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

10. **Limitation of Liability.** We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:
- A. Your actions or omissions, or those of third parties which are not within our immediate and reasonable control;
  - B. Your negligence or breach of any agreement with us;
  - C. Any ambiguity, inaccuracy or omission in any instruction or information provided to us;
  - D. Any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility;
  - E. Accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God;
  - F. Causes beyond our reasonable control;
  - G. The application of any government or funds transfer system rule, guideline, policy or regulation;
  - H. The lack of available funds in your account to complete a transaction; or
  - I. Our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by UCC 4A. We will not be responsible, under any circumstances, for any special, consequential or indirect damages which you incur in connection with this Agreement or the Services, even if we are aware of the possibility for such damages. This provision shall survive the termination of all Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

11. **Limitations on Use and Access.** Unless you have our prior written consent, you may not: (a) permit a third party to initiate Service transactions on your behalf, or (b) use the Services to process transactions on behalf of others.
12. **Notifying Us of a Problem.** You agree to notify us immediately if you discover:
- A. Any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report);
  - B. Unauthorized transactions involving your Bank accounts or records;
  - C. A breach in the confidentiality of the Security Procedures; or
  - D. Other problems related to the Services.

You must send us a written notice of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 Days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). The provisions of this section shall survive termination of all Services.

13. **Overdrafts.** You agree that the Bank may debit any of your accounts subject to this Agreement for any payment order executed by the Bank pursuant to this Agreement, even if the debit creates or increases an overdraft in that account. In the event that an overdraft is created or increased, you agree to cause sufficient Available Funds to pay the amount of the overdraft to be deposited into or credited to that Authorized Account by the close of that banking day. Any overdraft existing at the close of a banking day is immediately due and payable without notice or demand. The fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. In the event you fail to pay any overdraft as required, you agree to pay the Bank interest at the highest prime rate listed in the money rates section of the Wall Street Journal plus 2% until the overdraft and interest under this section are paid in full.
14. **Payment for Services.** You agree to pay us the fees we establish for each of your Services in accordance with the fee schedule in effect at the time a Service is used. You authorize us to debit any account which is the subject of this Agreement for fees due to the bank. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice (See our Schedule of Fees for details). In addition to the fees set forth in our Schedule of Fees, you agree to pay all taxes levied or imposed by any government agency in connection with your Services (excluding any income tax payable by us).
15. **Protection from Third Parties.** You will indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service. The obligations contained in the preceding sentence will continue after a Service you are using is terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our negligence or intentional misconduct and for which we are legally responsible.
16. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.
17. **Representations and Warranties.** On and as of each day we provide any Service to you, you represent and warrant to us that:

- A. Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation;
- B. The debiting of any account as provided in this Agreement is not inconsistent with any restriction on the use of that account;
- C. All approvals and authorization required to permit the execution and delivery of this Agreement and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds from and access information from such party's account; and
- D. Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you.

18. **Services on the Web.** We want to make banking as easy as possible. We offer, or will offer, many of our products and services on our Website with access to your personal and/or business information. You will be able to perform many of your financial transactions at our Website including accessing your account statements, opening and closing accounts, obtaining various types of information on your accounts, initiating stop payments, initiating wires, using our ACH service, viewing actual images of checks and transferring financial information to us. Enrollment is required in order to use our Website for accessing your financial information. By using our Website you agree to be bound by the terms and conditions contained in disclosures and agreements that you have previously signed.

Our team of technical security specialists works toward ensuring that all financial transactions and communications are completed in a secure online environment. The Web banking security features are more fully set forth at our Website: [WWW.CNBANK.COM](http://WWW.CNBANK.COM).

To maintain the integrity and confidentiality of your financial information and transactions it is important that your user ID and password remain confidential.

Our Website products and services delivers multiple online services through a single access point. If you are a business customer, you or a Web administrator appointed by you, will be able to designate your employees with different access authorities for our Web products and services. You agree that we will be immediately notified and you will modify the Web online access if: a) any designated employee resigns or is terminated from your employment; or, b) the online Web access of any designated employee is changed, altered, deleted or terminated.

You assume the responsibility of managing the online Web access and authority of all designated employees and we have no responsibility or liability for any direct or indirect damages suffered by you resulting from unauthorized transactions performed by your designated employees or any security breach.

19. **Software License.** This section applies to all Software we provide you after you sign this Agreement unless we provide you a separate license agreement for specific Software.

For each Software application we provide you for one or more Services, we grant you a non-exclusive, non-transferable license for the use of that Software and its related Materials. No such license grants you any rights to any patents, trademarks or trade names.

You may not sublicense, lease, distribute or otherwise transfer a Software application, the related Materials or your right to use the Software and related Materials.

You may not make, or allow anyone else to make, copies of the Software or related Materials, beyond one copy for backup and archival purposes, except as we may otherwise agree in writing. You may not remove, obscure or deface any proprietary notices contained in the Software or related Materials, and you must include such notices in any permitted copy of the Software.

You may not alter, modify or adapt any Software or related Materials or create derivative works from them. You may not translate, reverse engineer, disassemble or decompile the Software.

A license to Software and related Materials will terminate automatically if you fail to comply with the terms of the license or any other material provision in this Agreement or if the Services for which you are using the Software are terminated. Upon termination of a license granted you in this Agreement, you must cease using the Software and related Materials and, at our election, return or destroy all copies of the Software you may have in your possession or under your control, and certify to us that you have done so. All your obligations herein will survive termination of any licenses.

20. **Termination.** You or we may terminate some or all of the Services, with or without cause, by giving thirty (30) days prior notice to the other party. We may terminate the Services immediately if:

- A. You breach any agreement with us;
- B. The confidentiality of the Security Procedures is compromised;
- C. We have reason to believe that an unauthorized transaction has taken or may take place involving your account or a Service;
- D. You become insolvent or the subject of a bankruptcy or dissolution proceeding;
- E. You make any assignment for the benefit of creditors;
- F. You fail generally to pay your debts as they become due;
- G. Any material adverse change occurs in your financial condition; or
- H. We are uncertain as to any person's authority to give us instructions regarding your accounts or the Services.

If a Service you are using is terminated for any reason, you will do the following:

- A. Immediately stop using any Materials relating to the terminated Service;
- B. Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- C. At our option, either return to us or destroy all Materials relating to the terminated Service.

These obligations will continue after a Service you are using has been terminated. Termination of a Service you use does not affect your payment obligations for Services we provide to you before the Service is terminated or any other obligations which survive termination.

21. **Transportation Services.** If arrangements are made to transfer negotiable items, cash or other property ("Items") between you and us by means of a Messenger, you agree that

- A. The Messenger will be deemed an independent contractor and your agent, not an agent of us;
- B. You will assume all risk of loss, theft, or damage to the Items while it is in transit;
- C. All Items will be delivered to us in a sealed container;
- D. Items will not be deemed to be received by us until they are receipted at our offices or designated processing center;
- E. Receipt of Items will not be deemed verified until final credit is given; and
- F. You will immediately notify us if any Item is believed to be lost, missing or misdirected ("Missing Items") or if Items are not accurately reflected on the periodic statement provided to you.

We make no warranty or representation regarding any Messenger hired by you to provide transportation services. If you fail to discover and report Missing Items or erroneous Item entries on your bank statement within 14 days of the statement mailing date or from the date you first discover the discrepancy or other problem, whichever is earlier, we may refuse to reimburse you for claimed losses or discrepancies. Your obligation to discover and report Missing Items applies whether or not we have acknowledged receipt of transported Items.

22. **Waiver of Jury Trial and Venue.** We try to resolve our customers' service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

If the problem cannot be resolved, we agree as follows:

All Claims of every nature shall be brought in New York State Supreme Court, Commercial Part, Monroe County, or United States District Court for the Western District of New York. In connection with any action or proceeding, whether brought in state or federal court, we each hereby expressly, intentionally, and deliberately, waive our rights to trial by jury of any Claim. This agreement supersedes all oral negotiations and prior writings concerning the subject matter hereof.

Any Claim under this Agreement or to recover any Service related loss must be commenced within one year from the date that the event giving rise to the Claim first occurred. The provisions of this section will survive termination of all Services.

### **AUTHORIZATION AND AGREEMENT CERTIFICATION**

Each of the undersigned is an officer, principal or other authorized individual of the business organization specified below (the "Customer"). The Customer has received a copy of Bank's Cash Management Services Agreement (the "Agreement") and agrees to adhere to the Agreement, as amended from time to time, any applicable User Documentation, set-up forms and related documents and other disclosures provided to the Customer with regard to the provision of one or more Services from the Bank. The Services we offer are covered by this Agreement and may change from time to time. The Agreement constitutes a separate agreement between the Customer and the Bank, now or in the future, when the Bank provides any Service. Capitalized terms used in this paragraph, not otherwise defined, have the meanings given to them in this Agreement.

After signing below, the Customer may from time to time request the Bank to provide any of the Services described in this Agreement. The Customer may begin to use any such Service, subject to the Bank's approval, once the Bank has received from the Customer all required and properly executed forms and the Customer has successfully completed any testing or training requirements. This Agreement supersedes other agreements between the Customer and the Bank, as described under the General Matters heading in this Agreement, with regard to the provision of Services.

Each of the undersigned warrants that the Customer has taken all action required by its organizational or constituent documents to authorize each of the undersigned to execute and deliver on behalf of the Customer this Agreement and any other documents the Bank may require with respect to a Service. Each of the undersigned is authorized to enter into all transactions contemplated by the provision of Services to the Customer. These may include, but are not limited to, giving instructions with regard to Funds Transfer Services and designating employees or agents to act in the name and on the behalf of the Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

**The Canandaigua National Bank  
and Trust Company**

"Customer"

**"Bank"**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** If Customer specified above is a corporation, then an authorized officer other than the person(s) signing the Authorization and Agreement Certification below must sign this form; if the business organization is a partnership, limited liability company, limited liability partnership, or sole proprietorship, then all general partners, all members or the proprietor must sign this form unless your organizational or constitute documents specify otherwise. Attach additional signature sheets of necessary.

### **AUTHORIZATION AND AGREEMENT CERTIFICATION**

The undersigned certifies that each of the signature(s) appearing above is the true signature of a person authorized to execute the form, and further certifies that the undersigned has full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank.

Date \_\_\_\_\_

Signature

Name

Title

**NOTE:** If the Customer specified above is a corporation, the secretary or an assistant secretary must sign this Certification; if it is a partnership, limited liability company, or limited liability partnership, one of the general partners or members must sign this Certification. Sole Proprietors do not need to complete this Certification.

Customer Name:		Phone:	
Address:		Fax:	
City, State & ZIP:			



## SECURITY PROCEDURES

### Verification of Payment Orders

Non-Repetitive Payment Orders. Any payment order that is not a Repetitive Payment Order may be verified as an authentic payment order of the Customer by the Bank's use of the following Security Procedures:

#### Telephonic

A person giving the Bank a telephonic payment order shall call the Bank at the telephone number designated from time to time by the Bank for that purpose. The person shall represent herself or himself as an Authorized Initiator by supplying the Bank the name of an Authorized Initiator. The Bank shall then:

1. Obtain from that person the Code assigned to that Authorized Initiator.
2. Obtain the Payment Order Data from that person.
3. Place a telephone call to an Authorized Confirmer at the telephone number designated by the Customer for such person;
4. Request to speak to the Authorized Confirmer.
5. Obtain the Code assigned to that Authorized Confirmer from the person purporting to be the Authorized Confirmer and then confirm the Payment Order by obtaining from that person Payment Order Data regarding the amount of the payment order, the beneficiary, and beneficiary's account.

#### Facsimile and Other Written Instructions

A person giving the Bank a payment order transmitted to the Bank by facsimile transmission or by any writing shall transmit the facsimile to the Bank at the telephone number or deliver the writing to the location designated from time to time by the Bank for those purposes. The person shall represent herself or himself as an Authorized Initiator by supplying the name and signature of an Authorized Initiator on the facsimile or written instruction. The Bank shall then:

1. Compare the signature on the instruction received to the genuine signature of the Authorized Initiator.
2. Place a telephone call to an Authorized Confirmer at the telephone number designated by the Customer for such person;
3. Request to speak to the Authorized Confirmer.
4. Obtain the Code assigned to that Authorized Confirmer from the person purporting to be the Authorized Confirmer and then confirm the Payment Order by obtaining from that person Payment Order Data regarding the amount of the payment order, the beneficiary, and beneficiary's account.

#### Establishment of Repetitive Payment Order Setup Instructions

Upon receipt by the Bank of a Repetitive Payment Order Setup Instruction from a person purporting to be a Designated person, the Bank shall then:

1. Compare the purported signature of the Designated Person on the Repetitive Payment Order Setup Instruction to the genuine signature of that Designated Person.
2. Place a telephone call to the Designated Person, at the telephone number designated for such person;

3. Request to speak to the Designated Person.
4. Obtain the Code assigned to that Designated Person from the person purporting to be the Designated Person and then confirm the Payment Order Data specified on the Repetitive Payment Order Setup Instruction.

2.1.3 Repetitive Payment Orders. Repetitive Payment Orders shall be verified as authentic payment orders of the Customer by the Bank by use of the following Security Procedures.

Telephonic

A person giving the Bank a telephonic Repetitive Payment Order shall call the Bank at the telephone number designated from time to time by the Bank for that purpose. The person shall represent herself or himself as an Authorized Initiator by supplying the Bank the name of an Authorized Initiator. The Bank shall then:

1. Obtain from that person the Code assigned to that Authorized Initiator.
2. Obtain the Repetitive Payment Order Data from that person.
3. Determine that the Repetitive Payment Order conforms with the relevant Repetitive Payment Order Setup Instruction.

A person giving the Bank a Repetitive Payment Order transmitted to the Bank by facsimile transmission or by any writing shall transmit the facsimile to the Bank at the telephone number or deliver the writing to the location designated from time to time by the Bank for those purposes. The person shall represent herself or himself as an Authorized Initiator by supplying the name and signature of an Authorized Initiator on the facsimile or written instruction. The Bank shall then:

1. Compare the signature on the instruction received to the genuine signature of the Authorized Initiator.
2. Determine that the Repetitive Payment Order conforms with the relevant Repetitive Payment Order Setup Instruction.

The Security Procedure set forth above are approved by the Customer. The Customer agrees to be bound by any payment order (whether or not authorized) issued in its name and accepted by the Bank in compliance with those procedures.

### **Payment Order Data**

The Customer and the Bank agree that each payment order shall contain the following information:

- the number of the Authorized Account from which the payment order is to be paid;
- the amount of the payment order;
- the type of currency in which the beneficiary of the payment order is to be paid;
- the name of the beneficiary of the payment order;
- the address of the beneficiary of the payment order;
- the identifying number of the beneficiary's bank;
- the name of the beneficiary's bank;
- the beneficiary's account number at the beneficiary's bank;
- the execution date of the payment order;
- the payment date of the payment order;

### Authorized Accounts

The Customer designates the following accounts as "Authorized Accounts."

<u>Account Number</u>	<u>Account Title</u>	<u>Dollar Limit</u>
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**Authorized Persons (Authorized to execute and amend funds transfer agreement)**

The Customer designates the following persons as "Authorized Persons."

Name

Signature

Phone Number

Dollar Limit

**Designated Persons (Authorized to give repetitive payment orders subject to verification)**

The Customer designates the following persons as "Designated Persons."

Name

Signature

Phone Number

Dollar Limit

**Authorized Confirmers (authorized to confirm payment orders)**

The Customer designates the following persons as "Authorized Confirmers."

<u>Name</u>	<u>Signature</u>	<u>Phone Number</u>	<u>Dollar Limit</u>
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### Authorized Initiators

The Customer designates the following persons as "Authorized Initiators." (authorized to give payment orders subject to verification)

Name

Signature

Phone Number

Dollar Limit



Sample  
ACH Enrollment  
Form

**Direct Deposit will help you in many ways.**

- It saves trips to your financial institution
- It saves time in depositing checks-no long payday lines to wait in.
- It eliminates the possibility of lost, stolen or forged checks.
- Your money is deposited faster-reduces the possibility of overdrafts
- It means you get your money deposited to your account even if you're on vacation or away from the office on business or illness.

On payday you will receive an earnings statement showing gross salary, taxes other deductions, and net pay. Your money will already have been deposited in your account. The amount of the deposit will appear on your bank statement.

We believe you will like the added convenience of having your net pay automatically deposited for you. Direct Deposit is safe, convenient and easy. To take advantage of this service, complete the attached authorization form and return it to the Payroll Department.

The authorization form, which is provided on the reverse side, gives your company and your financial institution authority to deposit your pay to your account. Simply complete the form in order to take advantage of Direct Deposit.

**All you need do is:**

1. Mark the box before type of account to indicate whether your pay will be deposited in your checking or savings account.
2. Fill in your name, financial institution name and location, and date.
3. Attach a voided check for verification of all financial institution information. If you are unable to attach the voided check, please fill in your account number.

**NOTE:** Be sure to sign the form!

**EMPLOYEE'S AUTHORIZATION** – Please fill out and return to the Payroll Department

I authorize (Enter Your Organization's Name here) and the financial institution listed below to initiate direct deposits to my bank account listed below. Debit entries are only allowed when it is necessary to correct a direct deposit made to my account in error. This authority will remain in effect until I have cancelled it in writing.

☐ checking account   ☐ savings account

Date \_\_\_\_\_

FINANCIAL INSTITUTION

NAME (PLEASE PRINT)

BRANCH

ACCOUNT NUMBER AT FINANCIAL INSTITUTION

CITY

STATE

## SIGNATURE

TRANSIT ROUTING NUMBER

### ACCOUNT NUMBER INFORMATION

We are pleased to be able to offer you a new service-the Direct Payment Plan. Now you can have your payment made automatically from your checking or savings account. And you won't have to change your present banking relationship to take advantage of this service.

**The Direct Payment Plan will help you in several ways.**

- It saves time-fewer checks to write
- Helps meet your commitment in a convenient and timely manner-even if you're on vacation or out of town
- No lost or misplaced statements, your payment is always on time-it helps maintain good credit
- It saves postage
- It's easy to sign up for, easy to cancel
- No late charges

**Here's how the Direct Payment Plan works:**

You authorize regularly scheduled Payments to be made from your checking or savings account. Then, just sit back and relax. Your payments will be made automatically on the specified day. And proof of payment will appear with your statement.

The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization. If the amount of your payment changes we will notify you at least 10 days before payment date.

The Direct Payment Plan is dependable flexible, convenient and easy. To take advantage of this service, complete the attached authorization form and return it to us.

**AUTHORIZATION FOR DIRECT PAYMENT**

I authorize \_\_\_\_\_  
(COMPANY NAME)

to initiate entries to my checking/savings account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the company a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution 3 days before my account is charged.

\_\_\_\_\_  
(NAME OF FINANCIAL INSTITUTION) (BRANCH)

\_\_\_\_\_  
(CITY) (STATE) (ZIP CODE)

\_\_\_\_\_  
(SIGNATURE) (DATE)

\_\_\_\_\_  
(NAME - PLEASE PRINT)

\_\_\_\_\_  
(ADDRESS - PLEASE PRINT)

Account No. \_\_\_\_\_ Checking \_\_\_\_\_ or Savings \_\_\_\_\_

Financial Institution Routing Number \_\_\_\_\_  
(between these symbols : ; on the bottom left of your check)

**RETAIN FOR YOUR RECORDS**

On \_\_\_\_\_ I authorized  
(DATE)

\_\_\_\_\_  
(COMPANY NAME & DEPT.)

\_\_\_\_\_  
(ADDRESS)

PHONE \_\_\_\_\_

to initiate electronic entries to my checking/savings account and have agreed to the terms listed on the authorization. I may revoke my authorization with you at any time by writing to the address above.

Initial payment amount: \$ \_\_\_\_\_

Regular payment date \_\_\_\_\_ (if payment amount changes we will notify you at least 10 days before the regularly scheduled payment date.)

*Sample Acct  
Enrollment Form*

## Revenue / Expense Control Report Parameters

Report ID:	MON TB RPT				
Year:	2016	Include Beg. Encumbrance:	Yes		
Period:	10	To:	10	Apply to Budget Columns: No	
Description:	Display	Apply % to Original Budget:	No		
Spacing:	Single	Print Parent Account:	No		
Acct Status:	Active	Grand Totals on Separate Page:	No		
Suppress Zero Accts.:	None	Include Req:	No		
Summary Only:	No	Use Alt Fund:	No		
% Fiscal Year:	100	Exclude Rev Brackets:	Yes		
Account Table:					
Alt. Sort Table:					
Sort:	Sort	Subtotal	Page Break	Subheading	
1	Fund	Yes	Yes	Yes	
2	Type	Yes	Yes	Yes	
3	Function	Yes	No	Yes	
Subtotal/Page Break Expenses Only:		Yes			

# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

Fiscal Year: 2016 Period From: 10 To: 10

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type R</b>	<b>Revenue</b>						
A.1001	REAL PROPERTY TAXES	294,637.00	294,637.00	0.00	294,637.00	0.00	0.00
A.1030	SPECIAL ASSESSMENT/PILOT	19,445.00	19,445.00	0.00	18,363.05	1,081.95	5.56
A.1090	PENALTY ON TAXES	11,000.00	11,000.00	0.00	15,477.93	(4,477.93)	(40.71)
A.1120	NON PROPERTY SALES TAX	1,415,000.00	1,415,000.00	484,608.73	2,343,885.32	(928,885.32)	(65.65)
A.1170	CABLE TV FRANCHISE FEES	67,500.00	67,500.00	0.00	80,463.99	(12,963.99)	(19.21)
A.1255	TOWN CLERK FEES	1,000.00	1,000.00	273.19	1,485.66	(485.66)	(48.57)
A.1603	VITAL STATISTICS FEE	1,800.00	1,800.00	240.00	1,841.00	(41.00)	(2.28)
A.2001	PARK & RECREATION FEES	75,000.00	75,000.00	8,306.00	100,873.00	(25,873.00)	(34.50)
A.2110	ZONING FEES	90,000.00	90,000.00	1,350.00	24,919.20	65,080.80	72.31
A.2120	SOIL EROSION CONTROL	10,000.00	10,000.00	1,350.00	8,550.00	1,450.00	14.50
A.2148	RETURNED CHECK FEE	20.00	20.00	0.00	40.00	(20.00)	(100.00)
A.2192	CEMETERY SERVICES	500.00	500.00	0.00	0.00	500.00	100.00
A.2302	SERVICES/OTHER GOVERNMENTS	9,000.00	9,000.00	760.00	8,360.00	640.00	7.11
A.2401	INTEREST & EARNINGS	6,000.00	6,000.00	571.41	7,030.18	(1,030.18)	(17.17)
A.2410	RENTAL OF REAL PROPERTY	12,070.00	12,070.00	870.00	9,570.00	2,500.00	20.71
A.2544	DOG LICENSES	17,000.00	17,000.00	1,872.00	16,370.00	630.00	3.71
A.2590	SITE DEVELOPMENT FEES	10,000.00	10,000.00	10,542.94	74,533.71	(64,533.71)	(645.34)
A.2591	CONSTRUCTION DEBRIS FEES	11,000.00	11,000.00	2,606.00	20,306.00	(9,306.00)	(84.60)
A.2610	FINES & FORFEITED BAIL	74,000.00	74,000.00	18,066.00	113,565.00	(39,565.00)	(53.47)
A.2651	RECYCLING REVENUE	10,000.00	10,000.00	1,267.69	12,073.07	(2,073.07)	(20.73)
A.2660	SALE OF REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
A.2665	SALE OF EQUIPMENT	33,500.00	33,500.00	0.00	0.00	33,500.00	100.00
A.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	100.00
A.2701	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	0.00	0.00	100.00
A.2705	GIFTS & DONATIONS	0.00	0.00	0.00	0.00	0.00	100.00
A.2770	MISCELLANEOUS INCOME	0.00	0.00	0.00	4,519.78	(4,519.78)	100.00
A.3001	NYS AID PER CAPITA	28,000.00	28,000.00	0.00	28,151.00	(151.00)	(0.54)
A.3005	ONTARIO CITY MORTGAGE TAX	375,000.00	375,000.00	0.00	144,314.52	230,685.48	61.52
A.3040	NYS AID TAX/ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	100.00
A.3089	ST AID.OTHER	94,500.00	105,670.00	0.00	11,170.00	94,500.00	89.43
A.3092	ST AID.PLANNING STUDIES	25,000.00	25,000.00	0.00	6,250.00	18,750.00	75.00
A.3820	NYS YOUTH PROGRAMS	0.00	0.00	0.00	0.00	0.00	100.00
A.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	100.00
A.5031.CM	INTERFUND TRANSFERS	192,000.00	192,000.00	0.00	0.00	192,000.00	100.00
A.5031.H	INTERFUND TRANSFERS CAPITAL	0.00	0.00	0.00	0.00	0.00	100.00
A.5031.TE	INTERFUND TRANSFERS.EXPENDABLE TRUST	0.00	0.00	0.00	0.00	0.00	100.00

# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

Fiscal Year: 2016 Period From: 10 To: 10

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type R</b>	<b>Revenue</b>						
A.5031.V	INTERFUND TRANSFERS.DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	100.00
A.9000	APPROPRIATED FUND BALANCE FOR BUDGET	559,600.00	570,548.00	0.00	0.00	570,548.00	100.00
A.9230	TAX STABILIZATION RESERVE FOR BUDGET	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00
A.9235	NY'SERS RESERVE	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>3,667,572.00</b>	<b>3,689,690.00</b>	<b>532,683.96</b>	<b>3,346,749.41</b>	<b>342,940.59</b>	<b>9.29</b>

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund A							
Type E	GENERAL FUND Expense						
Function 1010							
A.1010.110	TOWN BOARD.ELECTED	19,472.00	19,472.00	1,498.80	16,486.80	2,985.20	15.33
A.1010.400	TOWN BOARD.CONTRACTUAL	1,020.00	1,020.00	104.66	167.10	852.90	83.62
Total Function 1010		20,492.00	20,492.00	1,603.46	16,653.90	3,838.10	18.73
Function 1110							
A.1110.110	JUSTICES.ELECTED	46,972.00	46,972.00	3,613.24	39,745.64	7,226.36	15.38
A.1110.120	JUSTICES.COURT CLERK, PT	15,383.00	15,383.00	1,408.50	17,292.01	(1,909.01)	(12.41)
A.1110.130	JUSTICES.COURT CLERK, SUB	0.00	0.00	0.00	0.00	0.00	100.00
A.1110.140	JUSTICES.COURT CLERK, PT	7,000.00	7,000.00	916.00	6,964.00	36.00	0.51
A.1110.200	JUSTICES.CAPITAL.EQUIPMEN T	2,500.00	13,670.00	0.00	10,922.50	2,747.50	20.10
A.1110.400	JUSTICES.CONTRACTUAL	16,135.00	16,135.00	52.65	10,453.13	5,681.87	35.21
Total Function 1110		87,990.00	99,160.00	5,990.39	85,377.28	13,782.72	13.90
Function 1220							
A.1220.110	SUPERVISOR.ELECTED	56,000.00	56,000.00	4,307.70	47,384.70	8,615.30	15.38
A.1220.120	SUPERVISOR.DEPUTY	2,000.00	2,000.00	153.84	1,692.24	307.76	15.39
A.1220.121	SUPERVISOR	26,520.00	26,520.00	2,040.00	22,440.00	4,080.00	15.38
A.1220.131	SUPERVISOR.BOOKKEEPER	0.00	0.00	0.00	0.00	0.00	100.00
A.1220.141	TYPIST	0.00	0.00	0.00	0.00	0.00	100.00
A.1220.142	SUPERVISOR ACCT CLERK	0.00	0.00	0.00	0.00	0.00	100.00
A.1220.400	CONFIDENTIAL SECRETARY	0.00	0.00	0.00	0.00	0.00	100.00
Total Function 1220	SUPERVISOR.CONTRACTUAL	3,100.00	3,100.00	137.24	2,237.38	862.62	27.83
		87,620.00	87,620.00	6,638.78	73,754.32	13,865.68	15.82
Function 1310							
A.1310.141	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	100.00
Total Function 1310		0.00	0.00	0.00	0.00	0.00	100.00
Function 1320							
A.1320.400	AUDITOR.CONTRACTUAL	10,000.00	10,000.00	0.00	9,500.00	500.00	5.00
Total Function 1320		10,000.00	10,000.00	0.00	9,500.00	500.00	5.00
Function 1330							

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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

Fiscal Year: 2016 Period From: 10 To: 10

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 Prepared By: PIERCE

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1330</b>							
A.1330.110	TAX COLLECTOR.ELECTED	0.00	0.00	0.00	0.00	0.00	100.00
A.1330.140	TAX COLLECTOR..	0.00	0.00	0.00	0.00	0.00	100.00
A.1330.400	TAX	0.00	0.00	0.00	0.00	0.00	100.00
	COLLECTOR.CONTRACTUAL						
<b>Total Function 1330</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 1340</b>							
A.1340.120	BUDGET OFFICER.PERSONAL SERVICES	4,394.00	4,394.00	338.00	3,718.00	676.00	15.38
A.1340.400	BUDGET.CONTRACTUAL	31,000.00	31,000.00	2,063.40	20,063.40	10,936.60	35.28
<b>Total Function 1340</b>		<b>35,394.00</b>	<b>35,394.00</b>	<b>2,401.40</b>	<b>23,781.40</b>	<b>11,612.60</b>	<b>32.81</b>
<b>Function 1345</b>							
A.1345.400	PURCHASING.CONTRACTUAL	4,500.00	4,500.00	16.37	220.03	4,279.97	95.11
<b>Total Function 1345</b>		<b>4,500.00</b>	<b>4,500.00</b>	<b>16.37</b>	<b>220.03</b>	<b>4,279.97</b>	<b>95.11</b>
<b>Function 1355</b>							
A.1355.120	ASSESSOR.PERSONAL SERVICES	63,240.00	63,240.00	4,864.62	53,510.82	9,729.18	15.38
A.1355.131	ASSESSOR.AIDE FT	0.00	0.00	0.00	0.00	0.00	100.00
A.1355.132	ASSESSOR.REAL PROPERTY AIDE FT	42,432.00	42,432.00	3,264.00	35,904.00	6,528.00	15.38
A.1355.134	ASSEROR.OFFICE SPECIALIST 1	0.00	0.00	0.00	0.00	0.00	100.00
A.1355.140	ASSESSOR.DATA COLLECTORS	0.00	0.00	0.00	0.00	0.00	100.00
A.1355.150	ASSESSOR.BAR REVIEW SALARY	1,500.00	1,500.00	0.00	750.00	750.00	50.00
A.1355.200	ASSESSOR.CAPITAL.EQUIPME NT	500.00	500.00	0.00	0.00	500.00	100.00
A.1355.400	ASSESSOR.CONTRACTUAL	27,750.00	27,750.00	692.65	4,371.20	23,378.80	84.25
A.1355.410	ASSESSOR.VEHICLE EXPENSE	0.00	0.00	0.00	0.00	0.00	100.00
A.1355.420	ASSESSOR.BAR REVIEW CONTRACTUAL	500.00	500.00	0.00	445.86	54.14	10.83
A.1355.430	ASSESSOR	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1355</b>		<b>135,922.00</b>	<b>135,922.00</b>	<b>8,821.27</b>	<b>94,981.88</b>	<b>40,940.12</b>	<b>30.12</b>
<b>Function 1410</b>							

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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

Fiscal Year: 2016 Period From: 10 To: 10

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 Prepared By: PIERCE

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1410</b>							
A.1410.110	TOWN CLERK.ELECTED	55,570.00	55,570.00	4,274.62	47,020.82	8,549.18	15.38
A.1410.131	TOWN CLERK.DEPUTY F/T	34,070.00	34,070.00	2,638.79	29,207.88	4,862.12	14.27
A.1410.141	TOWN CLERK.DEPUTY P/T	17,737.00	17,737.00	1,112.25	12,116.13	5,620.87	31.69
A.1410.142	TOWN CLERK.PT CLERK. TEMP	0.00	0.00	0.00	0.00	0.00	100.00
A.1410.200	TOWN CLERK.CAPITAL.EQUIPMENT	2,850.00	12,850.00	0.00	12,137.00	713.00	5.55
A.1410.400	TOWN CLERK.CONTRACTUAL	11,392.00	11,392.00	79.44	5,218.90	6,173.10	54.19
<b>Total Function 1410</b>		<b>121,619.00</b>	<b>131,619.00</b>	<b>8,105.10</b>	<b>105,700.73</b>	<b>25,918.27</b>	<b>19.69</b>
<b>Function 1420</b>							
A.1420.400	ATTORNEY.CONTRACTUAL	34,000.00	34,000.00	4,400.00	22,133.24	11,866.76	34.90
<b>Total Function 1420</b>		<b>34,000.00</b>	<b>34,000.00</b>	<b>4,400.00</b>	<b>22,133.24</b>	<b>11,866.76</b>	<b>34.90</b>
<b>Function 1430</b>							
A.1430.100	PERSONNEL.PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.00	100.00
A.1430.141	PERSONNEL.CLERK P/T	22,588.00	22,588.00	928.53	9,334.02	13,253.98	58.68
A.1430.142	PERSONNEL.CLERK P/T	0.00	0.00	0.00	0.00	0.00	100.00
A.1430.143	PERSONNEL..	0.00	0.00	0.00	0.00	0.00	100.00
A.1430.144	PERSONNEL.FINANCE CLERK II	33,280.00	33,280.00	2,480.64	28,045.84	5,234.16	15.73
A.1430.200	PERSONNEL.CAPITAL.EQUIP ENT	500.00	500.00	0.00	31.49	468.51	93.70
A.1430.410	PERSONNEL.CONTRACTUAL	3,450.00	3,450.00	0.00	459.02	2,990.98	86.70
A.1430.420	PERSONNEL.HUMAN RESOURCE	12,000.00	12,000.00	1,200.00	4,800.00	7,200.00	60.00
<b>Total Function 1430</b>		<b>71,818.00</b>	<b>71,818.00</b>	<b>4,609.17</b>	<b>42,670.37</b>	<b>29,147.63</b>	<b>40.59</b>
<b>Function 1440</b>							
A.1440.400	ENGINEERING.CONTRACTUAL	15,000.00	15,000.00	0.00	11,986.18	3,013.82	20.09
<b>Total Function 1440</b>		<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>11,986.18</b>	<b>3,013.82</b>	<b>20.09</b>
<b>Function 1450</b>							
A.1450.400	ELECTIONS.CONTRACTUAL	7,200.00	7,200.00	48.44	71.62	7,128.38	99.01
<b>Total Function 1450</b>		<b>7,200.00</b>	<b>7,200.00</b>	<b>48.44</b>	<b>71.62</b>	<b>7,128.38</b>	<b>99.01</b>



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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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 Prepared By: PIERCE

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1460</b>							
A.1460.200	RECORDS MANAGEMENT.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00
A.1460.400	RECORDS MANAGEMENT.CONTRACTUAL	14,900.00	14,900.00	73.14	3,391.77	11,508.23	77.24
A.1460.410	RECORDS MANAGEMENT..	0.00	0.00	0.00	0.00	0.00	100.00
A.1460.420	RECORDS MANAGEMENT GENERAL CODE	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1460</b>		<b>15,400.00</b>	<b>15,400.00</b>	<b>73.14</b>	<b>3,391.77</b>	<b>12,008.23</b>	<b>77.98</b>
<b>Function 1470</b>							
A.1470.1	ASSESSMENT REVIEW	0.00	0.00	0.00	0.00	0.00	100.00
A.1470.120	BOARD.PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.00	100.00
A.1470.4	ASSESSMENT REVIEW	0.00	0.00	0.00	0.00	0.00	100.00
A.1470.400	BOARD.CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1470</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 1620</b>							
A.1620.200	BUILDINGS.CAPITAL.EQUIPMENT	6,000.00	6,000.00	0.00	535.63	5,464.37	91.07
A.1620.203	BUILDING GROUNDS.CAPITAL IMPROVEMENT	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00
A.1620.400	BUILDINGS.CONTRACTUAL	153,700.00	154,648.00	8,140.96	75,979.44	78,668.56	50.87
A.1620.410	BUILDINGS.JANITORIAL	25,500.00	25,500.00	1,425.50	14,255.00	11,245.00	44.10
<b>Total Function 1620</b>		<b>225,200.00</b>	<b>226,148.00</b>	<b>9,566.46</b>	<b>90,770.07</b>	<b>135,377.93</b>	<b>59.86</b>
<b>Function 1670</b>							
A.1670.200	CENTRAL PRINTING.CAPITAL.EQUIPMENT	0.00	0.00	0.00	0.00	0.00	100.00
A.1670.400	PRINTING & MAILING.CONTRACTUAL	48,800.00	48,800.00	5,219.32	21,602.93	27,197.07	55.73
<b>Total Function 1670</b>		<b>48,800.00</b>	<b>48,800.00</b>	<b>5,219.32</b>	<b>21,602.93</b>	<b>27,197.07</b>	<b>55.73</b>
<b>Function 1680</b>							

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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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 Prepared By: PIERCE

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1680</b>							
A.1680.200	DATA PROCESSING.CAPITAL.EQUIPM ENT	0.00	1,396.00	0.00	1,396.00	0.00	0.00
A.1680.400	DATA PROCESSING.CONTRACTUAL	52,340.00	52,340.00	881.36	23,736.61	28,603.39	54.65
<b>Total Function 1680</b>		<b>52,340.00</b>	<b>53,736.00</b>	<b>881.36</b>	<b>25,132.61</b>	<b>28,603.39</b>	<b>53.23</b>
<b>Function 1910</b>							
A.1910.400	UNALLOCATED INSURANCE	120,000.00	120,000.00	0.00	114,790.59	5,209.41	4.34
<b>Total Function 1910</b>		<b>120,000.00</b>	<b>120,000.00</b>	<b>0.00</b>	<b>114,790.59</b>	<b>5,209.41</b>	<b>4.34</b>
<b>Function 1920</b>							
A.1920.400	MUNICIPAL ASSOCIATION DUES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00
<b>Total Function 1920</b>		<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>100.00</b>
<b>Function 1930</b>							
A.1930.400	JUDGEMENTS & CLAIMS	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1930</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 1940</b>							
A.1940.200	PURCHASE OF LAND/RIGHT OF WAY.EQUIP & CAP OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00
A.1940.400	PURCHASE OF LAND/RIGHT OF WAY.CONTRACTUAL	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00
<b>Total Function 1940</b>		<b>57,500.00</b>	<b>57,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>57,500.00</b>	<b>100.00</b>
<b>Function 1990</b>							
A.1990.400	CONTINGENCY	100,000.00	96,854.00	0.00	0.00	96,854.00	100.00
<b>Total Function 1990</b>		<b>100,000.00</b>	<b>96,854.00</b>	<b>0.00</b>	<b>0.00</b>	<b>96,854.00</b>	<b>100.00</b>
<b>Function 3120</b>							
A.3120.120	CONSTABLE.PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.00	100.00

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>							
<b>Type E</b>							
<b>Function 3120</b>							
A.3120.400	CONSTABLE.CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 3120</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 3310</b>							
A.3310.200	TRAFFIC.CAPITAL.EQUIPMENT	0.00	0.00	0.00	0.00	0.00	100.00
A.3310.400	TRAFFIC.CONTRACTUAL	96,903.00	96,903.00	2,012.00	57,168.97	39,734.03	41.00
<b>Total Function 3310</b>		<b>96,903.00</b>	<b>96,903.00</b>	<b>2,012.00</b>	<b>57,168.97</b>	<b>39,734.03</b>	<b>41.00</b>
<b>Function 3510</b>							
A.3510.400	DOG CONTROL.CONTRACTUAL	22,000.00	22,000.00	0.00	21,551.00	449.00	2.04
<b>Total Function 3510</b>		<b>22,000.00</b>	<b>22,000.00</b>	<b>0.00</b>	<b>21,551.00</b>	<b>449.00</b>	<b>2.04</b>
<b>Function 4010</b>							
A.4010.120	HEALTH.OFFICER.PERSONAL SERVICES	1,200.00	1,200.00	0.00	900.00	300.00	25.00
<b>Total Function 4010</b>		<b>1,200.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>900.00</b>	<b>300.00</b>	<b>25.00</b>
<b>Function 4020</b>							
A.4020.100	REGISTRAR.PERSONAL SERVICES	2,050.00	2,050.00	0.00	1,537.50	512.50	25.00
A.4020.400	REGISTRAR.CONTRACTUAL	100.00	100.00	0.00	0.00	100.00	100.00
<b>Total Function 4020</b>		<b>2,150.00</b>	<b>2,150.00</b>	<b>0.00</b>	<b>1,537.50</b>	<b>612.50</b>	<b>28.49</b>
<b>Function 4540</b>							
A.4540.400	AMBULANCE.CONTRACTUAL	7,500.00	7,500.00	0.00	6,500.00	1,000.00	13.33
<b>Total Function 4540</b>		<b>7,500.00</b>	<b>7,500.00</b>	<b>0.00</b>	<b>6,500.00</b>	<b>1,000.00</b>	<b>13.33</b>
<b>Function 5010</b>							
A.5010.110	HIGHWAY.SUPT.ELECTED	70,380.00	70,380.00	5,413.84	59,552.24	10,827.76	15.38
A.5010.120	HIGHWAY.DEPUTY	3,008.00	3,008.00	231.40	2,545.40	462.60	15.38
A.5010.130	HIGHWAY.ACCOUNT CLERK	0.00	40,000.00	2,433.75	22,734.25	17,265.75	43.16
A.5010.131	HIGHWAY.FINANCE CLERK II FT	42,432.00	2,432.00	0.00	2,432.00	0.00	0.00

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<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 5010</b>							
A.5010.200	HIGHWAY.CAPITAL.EQUIPMEN	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00
A.5010.400	HIGHWAY.CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 5010</b>		<b>118,320.00</b>	<b>118,320.00</b>	<b>8,078.99</b>	<b>87,263.89</b>	<b>31,056.11</b>	<b>26.25</b>
<b>Function 5182</b>							
A.5182.400	STREET LIGHTING.CONTRACTUAL	35,500.00	35,500.00	1,920.77	23,049.03	12,450.97	35.07
<b>Total Function 5182</b>		<b>35,500.00</b>	<b>35,500.00</b>	<b>1,920.77</b>	<b>23,049.03</b>	<b>12,450.97</b>	<b>35.07</b>
<b>Function 6410</b>							
A.6410.410	PUBLICITY.CONTRACTUAL	0.00	54.00	0.00	54.00	0.00	0.00
A.6410.420	PUBLICITY.PARK	3,700.00	3,646.00	807.00	3,526.67	119.33	3.27
A.6410.430	CONTRAILS ADMIN.MAPS	900.00	900.00	0.00	0.00	900.00	100.00
<b>Total Function 6410</b>		<b>4,600.00</b>	<b>4,600.00</b>	<b>807.00</b>	<b>3,580.67</b>	<b>1,019.33</b>	<b>22.16</b>
<b>Function 7020</b>							
A.7020.121	RECREATION.DIRECTOR	25,000.00	25,000.00	1,923.08	21,370.45	3,629.55	14.52
A.7020.141	RECREATION.SR.LIFEGUARD	0.00	0.00	0.00	0.00	0.00	100.00
A.7020.400	RECREATION.CONTRACTUAL	5,100.00	5,100.00	418.79	3,870.54	1,229.46	24.11
<b>Total Function 7020</b>		<b>30,100.00</b>	<b>30,100.00</b>	<b>2,341.87</b>	<b>25,240.99</b>	<b>4,859.01</b>	<b>16.14</b>
<b>Function 7110</b>							
A.7110.121	PARKS.MAINTENANCE ASSISTANT	37,000.00	37,000.00	2,375.33	23,314.37	13,685.63	36.99
A.7110.130	PARK.LABORER F/T	75,029.00	75,029.00	5,742.37	63,083.00	11,946.00	15.92
A.7110.131	LABORER SEASONAL.PERSONAL SERVICES	21,400.00	21,400.00	0.00	3,174.15	18,225.85	85.17
A.7110.142	REC.ATTENDANTS	17,000.00	17,000.00	0.00	8,861.42	8,138.58	47.87
A.7110.143	GATEHOUSE	0.00	0.00	0.00	0.00	0.00	100.00
A.7110.200	PARK.CAPITAL.EQUIPMENT	84,350.00	84,350.00	606.30	4,560.79	79,789.21	94.59
A.7110.201	PARK.CAPITAL IMPROVEMENT	192,000.00	192,000.00	50,600.00	70,255.56	121,744.44	63.41
A.7110.203	PIERCE PARK.CAPITAL IMPROVEMENTS - RESTROOMS	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 7110</b>							
A.7110.240	PARK.UPLANDS - CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	100.00
A.7110.400	PARK.CONTRACTUAL	51,900.00	51,900.00	2,336.05	21,561.22	30,338.78	58.46
A.7110.401	PARK.LUMBER & HARDWARE	0.00	0.00	0.00	0.00	0.00	100.00
A.7110.402	PARK.TREE & LANDSCAPE	34,000.00	34,000.00	44.00	19,115.73	14,884.27	43.78
A.7110.403	PARK.SUPPLIES & REPAIRS	0.00	0.00	0.00	0.00	0.00	100.00
A.7110.404	PARK.PAINT & SUPPLIES	0.00	0.00	0.00	0.00	0.00	100.00
A.7110.405	PARK.AUTO PARTS/SUPPLIES	0.00	0.00	0.00	0.00	0.00	100.00
A.7110.406	PARK.CLEANING SUPPLIES	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 7110</b>		<b>512,679.00</b>	<b>512,679.00</b>	<b>61,704.05</b>	<b>213,926.24</b>	<b>298,752.76</b>	<b>58.27</b>
<b>Function 7140</b>							
A.7140.141	PLAYGROUND/RECREATION.LI FEGUARDS	38,000.00	38,000.00	0.00	29,679.09	8,320.91	21.90
A.7140.142	PLAYGROUND/RECREATION.S PECIALIST	18,000.00	18,000.00	0.00	16,805.66	1,194.34	6.64
A.7140.143	PLAYGROUND/RECREATION.R EC ASSISTANT	0.00	0.00	0.00	0.00	0.00	100.00
A.7140.200	PLAYGROUND/RECREATION.C APITAL.EQUIPMENT	16,200.00	16,200.00	901.00	2,737.95	13,462.05	83.10
A.7140.400	PLAYGROUND/RECREATION.C ONTRACTUAL	4,500.00	4,500.00	250.00	2,033.22	2,466.78	54.82
A.7140.410	PLAYGROUND/RECREATION.D AY CAMP WITH CITY	11,100.00	11,100.00	0.00	11,000.00	100.00	0.90
<b>Total Function 7140</b>		<b>87,800.00</b>	<b>87,800.00</b>	<b>1,151.00</b>	<b>62,255.92</b>	<b>25,544.08</b>	<b>29.09</b>
<b>Function 7410</b>							
A.7410.400	LIBRARY.CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 7410</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 7450</b>							
A.7450.410	MUSEUM.CONTRACTUAL	8,500.00	8,500.00	0.00	8,500.00	0.00	0.00
<b>Total Function 7450</b>		<b>8,500.00</b>	<b>8,500.00</b>	<b>0.00</b>	<b>8,500.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Function 7510</b>							
A.7510.120	HISTORIAN.PERSONAL SERVICES	3,060.00	3,060.00	0.00	2,295.00	765.00	25.00

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<b>Type E</b>	<b>Expense</b>						
<b>Function 7510</b>							
A.7510.400	HISTORIAN.CONTRACTUAL	2,100.00	2,100.00	0.00	319.51	1,780.49	84.79
<b>Total Function 7510</b>		<b>5,160.00</b>	<b>5,160.00</b>	<b>0.00</b>	<b>2,614.51</b>	<b>2,545.49</b>	<b>49.33</b>
<b>Function 7550</b>							
A.7550.400	CELEBRATIONS.CONTRACTUAL	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00
<b>Total Function 7550</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Function 7989</b>							
A.7989.400	FLTV 12.SUPPORT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 7989</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8010</b>							
A.8010.123	ZONING.DIR DEVELOPMENT	82,750.00	82,750.00	6,365.38	70,019.18	12,730.82	15.38
A.8010.141	ZONING.INSPECTOR P/T	5,000.00	5,000.00	320.00	3,030.00	1,970.00	39.40
A.8010.142	ZONING.OFFICE SPECIALIST 1	32,355.00	32,355.00	0.00	5,083.84	27,271.16	84.29
A.8010.143	ZONING.PLANNING AIDE	17,550.00	17,550.00	1,228.50	11,569.57	5,980.43	34.08
A.8010.144	ZONING.OFFICE SPECIALIST I	29,120.00	29,120.00	2,326.40	26,189.94	2,930.06	10.06
A.8010.145	ZONING.ZONING INSP F/T	0.00	38,500.00	2,961.54	13,188.11	25,311.89	65.75
A.8010.200	ZONING INSPECTOR.CAPITAL.EQUIPME	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00
A.8010.201	CEO.EQUIPMENT	0.00	0.00	0.00	0.00	0.00	100.00
A.8010.210	VEHICLE	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00
A.8010.400	ZONING INSPECTOR.CONTRACTUAL	1,500.00	1,500.00	0.00	677.59	822.41	54.83
A.8010.401	CEO.CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	100.00
A.8010.403	DIRECTOR OF DEVELOPMENT.CONTRACTUAL	3,850.00	3,850.00	320.68	2,188.43	1,661.57	43.16
A.8010.410	VEHICLE EXPENSE	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8010</b>		<b>201,125.00</b>	<b>239,625.00</b>	<b>13,522.50</b>	<b>131,946.66</b>	<b>107,678.34</b>	<b>44.94</b>
<b>Function 8020</b>							
A.8020.120	BOARD.PERSONAL SERVICES	13,000.00	13,000.00	0.00	9,343.50	3,656.50	28.13
A.8020.140	STENOGRAPHER PT.PERSONAL SERVICES	4,244.00	4,244.00	282.00	2,460.00	1,784.00	42.04

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<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8020</b>							
A.8020.150	PLANNING..ECB PERS SVCS BOARD	1,750.00	1,750.00	0.00	1,298.00	452.00	25.83
A.8020.160	PLANNING..ECB STENOGRAPHER	1,000.00	1,000.00	84.00	900.00	100.00	10.00
A.8020.400	MISCELLANEOUS CONTRACTUAL	27,500.00	27,500.00	533.98	15,363.81	12,136.19	44.13
A.8020.410	ENGINEERING.CONTRACTUAL	15,000.00	15,000.00	0.00	1,924.90	13,075.10	87.17
A.8020.412	PLANNING.COMP PLAN	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00
A.8020.420	PLANNING.AG PLAN	32,500.00	32,500.00	0.00	16,965.00	15,535.00	47.80
A.8020.422	PLANNING.OPEN SPACE & CONSERVATION PLAN	0.00	0.00	0.00	0.00	0.00	100.00
A.8020.424	PLANNING.MIXED USE OVERLAY PLANNING	0.00	0.00	0.00	0.00	0.00	100.00
A.8020.426	PLANNING.SITE DESIGN AND DEV CRITERIA UPDATE	0.00	0.00	0.00	0.00	0.00	100.00
A.8020.450	ENVIRONMENTAL CONSULT BOARD	3,000.00	3,000.00	80.00	363.51	2,636.49	87.88
<b>Total Function 8020</b>		<b>137,994.00</b>	<b>137,994.00</b>	<b>979.98</b>	<b>48,618.72</b>	<b>89,375.28</b>	<b>64.77</b>
<b>Function 8040</b>							
A.8040.120	ZONING BOARD OF APPEALS.PERSONAL SERVICES	5,066.00	5,066.00	0.00	3,798.75	1,267.25	25.01
A.8040.140	ZONING BOARD OF APPEALS SECRETARY.PERSONAL SERVICES	1,591.00	1,591.00	99.40	983.35	607.65	38.19
A.8040.400	ZONING BOARD OF APPEALS CONTRACTUAL	18,000.00	18,000.00	4,011.98	11,608.39	6,391.61	35.51
<b>Total Function 8040</b>		<b>24,657.00</b>	<b>24,657.00</b>	<b>4,111.38</b>	<b>16,390.49</b>	<b>8,266.51</b>	<b>33.53</b>
<b>Function 8140</b>							
A.8140.121	STORMSEWERS	0.00	0.00	0.00	0.00	0.00	100.00
A.8140.200	STORMSEWERS.CAPITAL.EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00
A.8140.400	STORMSEWERS.CONTRACTUAL	22,500.00	22,500.00	0.00	5,546.12	16,953.88	75.35
<b>Total Function 8140</b>		<b>23,500.00</b>	<b>23,500.00</b>	<b>0.00</b>	<b>5,546.12</b>	<b>17,953.88</b>	<b>76.40</b>
<b>Function 8160</b>							

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<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8160</b>							
A.8160.130	WASTE & RECYCLING MEO.PERSONAL SERVICES	55,149.00	55,149.00	4,182.48	45,489.12	9,659.88	17.52
A.8160.140	WASTE & RECYCLING LABORS PT.PERSONAL SERVICES	16,848.00	16,848.00	532.00	8,647.55	8,200.45	48.67
A.8160.200	WASTE & RECYCLING EQUIPMENT	0.00	0.00	0.00	0.00	0.00	100.00
A.8160.201	WASTE & RECYCLING.GRANT IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00
A.8160.400	WASTE & RECYCLING CONTRACTUAL	84,220.00	84,220.00	6,347.22	54,905.38	29,314.62	34.81
<b>Total Function 8160</b>		<b>206,217.00</b>	<b>206,217.00</b>	<b>11,061.70</b>	<b>109,042.05</b>	<b>97,174.95</b>	<b>47.12</b>
<b>Function 8664</b>							
A.8664.121	CODE ENFORCEMENT	54,363.00	54,363.00	4,181.78	45,999.58	8,363.42	15.38
A.8664.122	CODE ENFORCEMENT	15,857.00	15,857.00	1,204.48	12,345.92	3,511.08	22.14
A.8664.124	CODE ENFORCEMENT	53,040.00	53,040.00	4,080.00	44,907.07	8,132.93	15.33
A.8664.125	CODE ENFORCEMENT.. F/T	45,000.00	6,500.00	0.00	0.00	6,500.00	100.00
A.8664.200	CODE ENFORCEMENT.CAPITAL EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00
A.8664.400	CODE ENFORCEMENT.CONTRACTUAL	7,815.00	7,815.00	132.32	3,500.43	4,314.57	55.21
<b>Total Function 8664</b>		<b>177,575.00</b>	<b>139,075.00</b>	<b>9,598.58</b>	<b>106,753.00</b>	<b>32,322.00</b>	<b>23.24</b>
<b>Function 8810</b>							
A.8810.400	CEMETERIES CONTRACTUAL	6,000.00	7,750.00	0.00	4,250.00	3,500.00	45.16
<b>Total Function 8810</b>		<b>6,000.00</b>	<b>7,750.00</b>	<b>0.00</b>	<b>4,250.00</b>	<b>3,500.00</b>	<b>45.16</b>
<b>Function 8989</b>							
A.8989.400	CDGA LAKE MANAGEMENT PLAN	29,000.00	29,000.00	0.00	22,365.37	6,634.63	22.88
<b>Total Function 8989</b>		<b>29,000.00</b>	<b>29,000.00</b>	<b>0.00</b>	<b>22,365.37</b>	<b>6,634.63</b>	<b>22.88</b>
<b>Function 9010</b>							
A.9010.800	NYS RETIREMENT	147,000.00	147,000.00	0.00	0.00	147,000.00	100.00
<b>Total Function 9010</b>		<b>147,000.00</b>	<b>147,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>147,000.00</b>	<b>100.00</b>



# TOWN OF CANANDAIGUA

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9010</b>							
<b>Function 9030</b>							
A.9030.800	SOCIAL SECURITY/MEDICARE	92,000.00	92,000.00	5,949.65	70,017.36	21,982.64	23.89
<b>Total Function 9030</b>		<b>92,000.00</b>	<b>92,000.00</b>	<b>5,949.65</b>	<b>70,017.36</b>	<b>21,982.64</b>	<b>23.89</b>
<b>Function 9040</b>							
A.9040.800	WORKERS COMPENSATION	36,000.00	36,000.00	0.00	30,800.52	5,199.48	14.44
<b>Total Function 9040</b>		<b>36,000.00</b>	<b>36,000.00</b>	<b>0.00</b>	<b>30,800.52</b>	<b>5,199.48</b>	<b>14.44</b>
<b>Function 9050</b>							
A.9050.800	UNEMPLOYMENT INSURANCE	12,000.00	12,000.00	0.00	5,696.95	6,303.05	52.53
<b>Total Function 9050</b>		<b>12,000.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>5,696.95</b>	<b>6,303.05</b>	<b>52.53</b>
<b>Function 9055</b>							
A.9055.800	DISABILITY INSURANCE	2,500.00	2,500.00	603.84	1,751.14	748.86	29.95
<b>Total Function 9055</b>		<b>2,500.00</b>	<b>2,500.00</b>	<b>603.84</b>	<b>1,751.14</b>	<b>748.86</b>	<b>29.95</b>
<b>Function 9060</b>							
A.9060.810	MEDICAL/DENTAL INSURANCE	135,797.00	135,797.00	10,418.59	122,425.49	13,371.51	9.85
A.9060.820	HOSPITAL/MEDICAL BUY-OUT	8,000.00	8,000.00	461.52	5,076.72	2,923.28	36.54
A.9060.830	HSA ACCOUNT	38,000.00	38,000.00	0.00	29,910.00	8,090.00	21.29
A.9060.840	HOSPITAL/MEDICAL RETIREE BENEFIT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9060</b>		<b>181,797.00</b>	<b>181,797.00</b>	<b>10,880.11</b>	<b>157,412.21</b>	<b>24,384.79</b>	<b>13.41</b>
<b>Function 9901</b>							
A.9901.900	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9901</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 9950</b>							
A.9950.900	TRANSFER,HIGHWAY FUND	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00
<b>Total Function 9950</b>		<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>100.00</b>

# TOWN OF CANANDAIGUA

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund A	GENERAL FUND						
Type E	Expense						
Function 9950							
Total Type E	Expense	3,667,572.00	3,689,690.00	193,098.08	1,969,198.23	1,720,491.77	46.63
Total Fund A	GENERAL FUND	0.00	0.00	339,585.88	1,377,551.18	(1,377,551.18)	100.00

TOWN OF CANANDAIGUA  
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Account No.		Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund CD		SPECIAL GRANTS						
Type R		Revenue						
CD.5031		INTERFUND REVENUE	0.00	0.00	0.00	0.00	0.00	100.00
Total Type R		Revenue	0.00	0.00	0.00	0.00	0.00	100.00

**TOWN OF CANANDAIGUA**  
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Fiscal Year: 2016 Period From: 10 To: 10

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund CD							
Type E	SPECIAL GRANTS						
Function 8684	Expense						
CD.8684.200	PLANNING & MANAGEMENT	0.00	0.00	0.00	0.00	0.00	100.00
Total Function 8684	DEVT	0.00	0.00	0.00	0.00	0.00	100.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	100.00
Total Fund CD	SPECIAL GRANTS	0.00	0.00	0.00	0.00	0.00	100.00

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund CM</b>	<b>MISCELLANEOUS (SPECIFY)</b>						
<b>Type R</b>	<b>Revenue</b>						
CM.2001	PARK & RECREATION FEES	60,000.00	60,000.00	7,000.00	37,000.00	23,000.00	38.33
CM.2189	HOME & COMMUNITY SERVICE INCOME	0.00	0.00	0.00	0.00	0.00	100.00
CM.2401	INTEREST & EARNINGS	0.00	0.00	49.50	530.23	(530.23)	100.00
CM.2705	GIFTS & DONATIONS	0.00	0.00	0.00	0.00	0.00	100.00
CM.2770	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	100.00
CM.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	100.00
CM.9000	APPROPRIATED FUND BALANCE FOR BUDGET	132,000.00	132,000.00	0.00	0.00	132,000.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>192,000.00</b>	<b>192,000.00</b>	<b>7,049.50</b>	<b>37,530.23</b>	<b>154,469.77</b>	<b>80.45</b>

# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund CM</b>	<b>MISCELLANEOUS (SPECIFY)</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 7110</b>							
CM.7110.200	PARKS AND RECREATION CAPITAL EQUIPMENT/CAPITAL	0.00	0.00	0.00	0.00	0.00	100.00
CM.7110.400	PARK CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 7110</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 9901</b>							
CM.9901.900	INTERFUND TRANSFER	192,000.00	192,000.00	0.00	0.00	192,000.00	100.00
<b>Total Function 9901</b>		<b>192,000.00</b>	<b>192,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192,000.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>192,000.00</b>	<b>192,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192,000.00</b>	<b>100.00</b>
<b>Total Fund CM</b>	<b>MISCELLANEOUS (SPECIFY)</b>	<b>0.00</b>	<b>0.00</b>	<b>7,049.50</b>	<b>37,530.23</b>	<b>(37,530.23)</b>	<b>100.00</b>

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund D</b>	<b>HIGHWAY FUND</b>						
<b>Type R</b>	<b>Revenue</b>						
D.1001	REAL PROPERTY TAXES	826,853.00	826,853.00	0.00	826,853.00	0.00	0.00
D.1120	NON PROPERTY SALES TAX	2,585,000.00	2,589,020.90	646,250.00	1,934,750.00	654,270.90	25.27
D.2189	HOME & COMMUNITY SERVICE INCOME	0.00	0.00	0.00	0.00	0.00	100.00
D.2302	SERVICES/OTHER GOVERNMENTS	127,531.00	127,531.00	43,301.00	179,750.42	(52,219.42)	(40.95)
D.2303	SALE OF FUEL	0.00	0.00	0.00	0.00	0.00	100.00
D.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	100.00
D.2650	SALE OF SCRAP MATERIALS	0.00	0.00	0.00	0.00	0.00	100.00
D.2665	SALE OF EQUIPMENT	102,000.00	102,000.00	0.00	65,471.00	36,529.00	35.81
D.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	100.00
D.2701	REFUND PRIOR YEARS EXPENSES	0.00	0.00	0.00	1,100.00	(1,100.00)	100.00
D.2797	OTHER LOCAL GOVERNMENTS	0.00	60,000.00	60,000.00	60,000.00	0.00	0.00
D.3501	NYS STATE AID CHIPS	200,000.00	200,000.00	0.00	47,913.46	152,086.54	76.04
D.3589	OTHER STATE AID	0.00	120,000.00	120,000.00	120,000.00	0.00	0.00
D.4960	FEMA - EMERGENCY DISASTER	0.00	0.00	0.00	0.00	0.00	100.00
D.5031	INTERFUND TRANSFERS	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00
D.9000	APPROPRIATED FUND	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00
D.9230	BALANCE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	100.00
D.9230	HQWY EQUIP RESERVE FOR BUDGET						
D.9231	HIGHWAY EQUIPMENT RESERVE	88,864.00	88,864.00	0.00	0.00	88,864.00	100.00
D.9232	HQWY IMPROVEMENT RESERVE FOR BUDGET	88,865.00	88,865.00	0.00	0.00	88,865.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>4,519,113.00</b>	<b>4,703,133.90</b>	<b>869,551.00</b>	<b>3,235,837.88</b>	<b>1,467,296.02</b>	<b>31.20</b>

# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund D HIGHWAY FUND</b>							
<b>Type E Expense</b>							
<b>Function 1710</b>							
D.1710.400	HWY. CONTRACTUAL	75,550.00	75,550.00	17,196.68	101,580.08	(26,030.08)	(34.45)
<b>Total Function 1710</b>		<b>75,550.00</b>	<b>75,550.00</b>	<b>17,196.68</b>	<b>101,580.08</b>	<b>(26,030.08)</b>	<b>(34.45)</b>
<b>Function 5110</b>							
D.5110.130	GENERAL REPAIRS.WAGES F/T	547,944.00	547,944.00	62,626.19	463,774.74	84,169.26	15.36
D.5110.200	GENERAL REPAIRS.CAPITAL.EQUIPMENT	0.00	0.00	0.00	0.00	0.00	100.00
D.5110.400	GENERAL REPAIRS.CONTRACTUAL	1,767,520.00	1,767,520.00	240,166.07	1,580,112.88	187,407.12	10.60
D.5110.410	TRAINING & MEMBERSHIP DUES	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 5110</b>		<b>2,315,464.00</b>	<b>2,315,464.00</b>	<b>302,792.26</b>	<b>2,043,887.62</b>	<b>271,576.38</b>	<b>11.73</b>
<b>Function 5112</b>							
D.5112.200	IMPROVEMENTS.CAPITAL.EQUIPMENT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 5112</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 5130</b>							
D.5130.200	MACHINERY.CAPITAL.EQUIPMENT	418,500.00	598,500.00	33,642.85	329,266.58	269,233.42	44.98
D.5130.210	SHOP EQUIPMENT.NEW RADIOS	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400	MACHINERY.CONTRACTUAL..	253,250.00	178,505.10	3,484.54	103,098.81	75,406.29	42.24
D.5130.400.101	MACHINERY.CONTRACTUAL.C AR #1	0.00	251.71	0.00	251.71	0.00	0.00
D.5130.400.102	MACHINERY.CONTRACTUAL.C AR #2	0.00	3,535.09	0.00	3,535.09	0.00	0.00
D.5130.400.103	MACHINERY.CONTRACTUAL.C AR #3	0.00	247.50	0.00	247.50	0.00	0.00
D.5130.400.104	MACHINERY.CONTRACTUAL.C AR #4	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.105	MACHINERY.CONTRACTUAL.C AR #5	0.00	10.00	0.00	10.00	0.00	0.00
D.5130.400.106	MACHINERY.CONTRACTUAL.C AR #6	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.107	MACHINERY.CONTRACTUAL.C AR #7	0.00	794.90	140.90	794.90	0.00	0.00
D.5130.400.201	MACHINERY.CONTRACTUAL.TRUCK #1	0.00	11,017.81	0.00	11,017.81	0.00	0.00



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<b>Fund D</b>	<b>HIGHWAY FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 5130</b>							
D.5130.400.202	MACHINERY.CONTRACTUAL.TR UCK #2	0.00	6,310.99	0.00	6,310.99	0.00	0.00
D.5130.400.203	MACHINERY.CONTRACTUAL.TR UCK #3	0.00	748.15	0.00	748.15	0.00	0.00
D.5130.400.204	MACHINERY.CONTRACTUAL.TR UCK #4	0.00	8,169.08	0.00	8,169.08	0.00	0.00
D.5130.400.205	MACHINERY.CONTRACTUAL.TR UCK #5	0.00	6,299.83	1,305.00	6,299.83	0.00	0.00
D.5130.400.207	MACHINERY.CONTRACTUAL.TR UCK #7	0.00	4,125.10	0.00	4,125.10	0.00	0.00
D.5130.400.208	MACHINERY.CONTRACTUAL.TR UCK #8	0.00	20.00	0.00	20.00	0.00	0.00
D.5130.400.209	MACHINERY.CONTRACTUAL.TR UCK #9	0.00	636.09	0.00	636.09	0.00	0.00
D.5130.400.210	MACHINERY.CONTRACTUAL.TR UCK #10	0.00	3,150.68	0.00	3,150.68	0.00	0.00
D.5130.400.211	MACHINERY.CONTRACTUAL.TR UCK #11	0.00	55.00	0.00	55.00	0.00	0.00
D.5130.400.213	MACHINERY.CONTRACTUAL.TR UCK #13	0.00	4,566.21	0.00	4,566.21	0.00	0.00
D.5130.400.214	MACHINERY.CONTRACTUAL.TR UCK #14	0.00	1,934.14	0.00	1,934.14	0.00	0.00
D.5130.400.215	MACHINERY.CONTRACTUAL.TR UCK #15	0.00	267.20	0.00	249.12	18.08	6.77
D.5130.400.216	MACHINERY.CONTRACTUAL.TR UCK #16	0.00	20.00	0.00	20.00	0.00	0.00
D.5130.400.217	MACHINERY.CONTRACTUAL.TR UCK #17	0.00	3,157.26	0.00	3,157.26	0.00	0.00
D.5130.400.218	MACHINERY.CONTRACTUAL.TR UCK #18	0.00	1,583.03	0.00	1,583.03	0.00	0.00
D.5130.400.219	MACHINERY.CONTRACTUAL.TR UCK #19	0.00	2,592.70	0.00	2,592.70	0.00	0.00
D.5130.400.230	MACHINERY.CONTRACTUAL.TR UCK #30	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.231	MACHINERY.CONTRACTUAL.TR UCK #31	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.244R	MACHINERY.CONTRACTUAL.TR UCK #44	0.00	2,568.09	83.79	2,568.09	0.00	0.00
D.5130.400.306	MACHINERY.CONTRACTUAL.G RADER #6	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.308	MACHINERY.CONTRACTUAL.LO ADER #8	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.312	MACHINERY.CONTRACTUAL.G RADER #12	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.313	MACHINERY.CONTRACTUAL.TR UCK #13L	0.00	2,008.84	0.00	2,008.84	0.00	0.00

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<b>Fund D</b>	<b>HIGHWAY FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 5130</b>							
D.5130.400.320	MACHINERY.CONTRACTUAL EX CAVATOR #20	0.00	2,446.23	0.00	2,446.23	0.00	0.00
D.5130.400.321	MACHINERY.CONTRACTUAL EX CAVATOR #21	0.00	4,816.32	0.00	4,816.32	0.00	0.00
D.5130.400.323	MACHINERY.CONTRACTUAL BA CKHOW #23	0.00	627.20	0.00	627.20	0.00	0.00
D.5130.400.324	MACHINERY.CONTRACTUAL EX CAVATOR #24	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.326	MACHINERY.CONTRACTUAL TR ACTOR #26	0.00	387.58	0.00	387.58	0.00	0.00
D.5130.400.327	MACHINERY.CONTRACTUAL TR ACTOR #27	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.328	MACHINERY.CONTRACTUAL TR ACTOR #28	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.329	MACHINERY.CONTRACTUAL TR ACTOR #29	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.332	MACHINERY.CONTRACTUAL TR AILER #32	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.335	MACHINERY.CONTRACTUAL M OWER #35	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.336	MACHINERY.CONTRACTUAL M OWER #36	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.340	MACHINERY.CONTRACTUAL S WEEPER #40	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.350	MACHINERY.CONTRACTUAL R OLLER #50	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.351	MACHINERY.CONTRACTUAL FL USH TRAILER #51	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.352	MACHINERY.CONTRACTUAL F ORKLIFT #52	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.353	MACHINERY.CONTRACTUAL TR AILER #53	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.354	MACHINERY.CONTRACTUAL D OZER #54	0.00	641.40	0.00	641.40	0.00	0.00
D.5130.400.356	MACHINERY.CONTRACTUAL B US #56	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.357	MACHINERY.CONTRACTUAL D OZER #57	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.358	MACHINERY.CONTRACTUAL TR AILER #58	0.00	628.46	52.74	628.46	0.00	0.00
D.5130.400.359	MACHINERY.CONTRACTUAL M OWER #59	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.360	MACHINERY.CONTRACTUAL F ORKLIFT #60	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.361	MACHINERY.CONTRACTUAL BA CKHOW #61	0.00	0.00	0.00	0.00	0.00	100.00

# TOWN OF CANANDAIGUA

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<b>Fund D</b>	<b>HIGHWAY FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 5130</b>							
D.5130.400.362	MACHINERY, CONTRACTUAL, TRAILER #62	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.363	MACHINERY, CONTRACTUAL, LOADER #63	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.364	MACHINERY, CONTRACTUAL, MOWER #64	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.365	MACHINERY, CONTRACTUAL, EXCAVATOR #65	0.00	1,128.31	0.00	1,128.31	0.00	0.00
D.5130.400.366	MACHINERY, CONTRACTUAL, EXCAVATOR #66	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.367	MACHINERY, CONTRACTUAL, UTILITY VEHICLE #67	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.368	MACHINERY, CONTRACTUAL, MOWER #68	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.401	MACHINERY, CONTRACTUAL, WALTER TRUCK #1	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.402	MACHINERY, CONTRACTUAL, WALTER TRUCK #2	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.400.403	MACHINERY, CONTRACTUAL, WALTER TRUCK #3	0.00	0.00	0.00	0.00	0.00	100.00
D.5130.410	MACHINERY, FUEL METERING	251,500.00	251,500.00	6,060.64	76,505.09	174,994.91	69.58
<b>Total Function 5130</b>		<b>923,250.00</b>	<b>1,103,250.00</b>	<b>44,770.46</b>	<b>583,597.30</b>	<b>519,652.70</b>	<b>47.10</b>
<b>Function 5142</b>							
D.5142.130	SNOW REMOVAL, WAGES F/T	367,000.00	367,000.00	0.00	250,749.81	116,250.19	31.68
D.5142.400	SNOW REMOVAL, CONTRACTUAL	400,000.00	400,000.00	0.00	227,056.97	172,943.03	43.24
<b>Total Function 5142</b>		<b>767,000.00</b>	<b>767,000.00</b>	<b>0.00</b>	<b>477,806.78</b>	<b>289,193.22</b>	<b>37.70</b>
<b>Function 9010</b>							
D.9010.800	NYS RETIREMENT	181,000.00	181,000.00	0.00	0.00	181,000.00	100.00
<b>Total Function 9010</b>		<b>181,000.00</b>	<b>181,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>181,000.00</b>	<b>100.00</b>
<b>Function 9030</b>							
D.9030.800	SOCIAL SECURITY/MEDICARE	78,000.00	78,000.00	4,697.04	53,396.65	24,603.35	31.54
<b>Total Function 9030</b>		<b>78,000.00</b>	<b>78,000.00</b>	<b>4,697.04</b>	<b>53,396.65</b>	<b>24,603.35</b>	<b>31.54</b>
<b>Function 9040</b>							

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<b>Fund D</b>	<b>HIGHWAY FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9040</b>							
D.9040.800	WORKERS COMPENSATION	20,000.00	24,020.90	0.00	24,020.90	0.00	0.00
<b>Total Function 9040</b>		<b>20,000.00</b>	<b>24,020.90</b>	<b>0.00</b>	<b>24,020.90</b>	<b>0.00</b>	<b>0.00</b>
<b>Function 9050</b>							
D.9050.800	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00
<b>Total Function 9050</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>100.00</b>
<b>Function 9055</b>							
D.9055.800	DISABILITY INSURANCE	500.00	500.00	109.80	434.32	65.68	13.14
<b>Total Function 9055</b>		<b>500.00</b>	<b>500.00</b>	<b>109.80</b>	<b>434.32</b>	<b>65.68</b>	<b>13.14</b>
<b>Function 9060</b>							
D.9060.810	MEDICAL/DENTAL INSURANCE	103,585.00	103,585.00	8,904.77	115,806.77	(12,221.77)	(11.80)
D.9060.820	HOSPITAL/MEDICAL BUY-OUT	6,000.00	6,000.00	461.52	5,230.56	769.44	12.82
D.9060.830	HSA ACCOUNT	29,000.00	29,000.00	0.00	34,095.00	(5,095.00)	(17.57)
D.9060.840	HOSPITAL/MEDICAL RETIREE BENEFIT	17,764.00	17,764.00	1,150.06	12,454.18	5,309.82	29.89
<b>Total Function 9060</b>		<b>156,349.00</b>	<b>156,349.00</b>	<b>10,516.35</b>	<b>167,586.51</b>	<b>(11,237.51)</b>	<b>(7.19)</b>
<b>Function 9785</b>							
D.9785.600	LEASE EQUIPMENT.PRINCIPAL	0.00	0.00	0.00	0.00	0.00	100.00
D.9785.700	LEASE EQUIPMENT.INTEREST	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9785</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 9950</b>							
D.9950.900	TRANSFER HW EQUIPMENT RESERVE	0.00	0.00	0.00	0.00	0.00	100.00
D.9950.905	TRANSFER HW IMPROVE.RESERVE	0.00	0.00	0.00	0.00	0.00	100.00
D.9950.910	TRANSFER HW SNOW/ICE.RESERVE	0.00	0.00	0.00	0.00	0.00	100.00
D.9950.915	INTERFUND TRANSFERS.SEWER CAP	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9950</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>

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Fund D							
Type E	HIGHWAY FUND						
Function 9950	Expense	4,519,113.00	4,703,133.90	380,082.59	3,452,310.16	1,250,823.74	26.60
Total Type E					(216,472.28)	216,472.28	100.00
Total Fund D	HIGHWAY FUND	0.00	0.00	489,468.41			

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund F</b>	<b>WATER FUND</b>						
<b>Type R</b>	<b>Revenue</b>						
F.2140	WATER RENTS	500,000.00	501,044.15	4,907.68	459,165.24	41,878.91	8.36
F.2141	TRANSMISSION CHARGES	0.00	0.00	0.00	0.00	0.00	100.00
F.2142	WATER SALES	2,200.00	2,200.00	444.00	5,068.55	(2,868.55)	(130.39)
F.2144	WATER SERVICES/METER SALES	20,000.00	20,000.00	4,185.00	19,250.00	750.00	3.75
F.2146	RETURNED CHECK FEE	0.00	0.00	0.00	0.00	0.00	100.00
F.2148	PENALTY ON WATER	5,000.00	5,000.00	291.31	2,917.58	2,082.42	41.65
F.2401	INTEREST & EARNINGS	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00
F.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	100.00
F.2701	REFUND PRIOR YEARS EXPENSE	0.00	0.00	0.00	0.00	0.00	100.00
F.5031	INTERFUND TRANSFERS	365,714.00	365,714.00	0.00	375,679.00	(9,965.00)	(2.72)
F.9000	APPROPRIATED FUND BALANCE FOR BUDGET	348,989.00	348,989.00	0.00	0.00	348,989.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>1,245,103.00</b>	<b>1,246,147.15</b>	<b>9,827.99</b>	<b>862,080.37</b>	<b>384,066.78</b>	<b>30.82</b>

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<b>Fund F</b>	<b>WATER FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1380</b>							
F.1380.400	FISCAL AGENT FEES.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00
<b>Total Function 1380</b>		<b>1,500.00</b>	<b>1,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,500.00</b>	<b>100.00</b>
<b>Function 1990</b>							
F.1990.400	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1990</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8310</b>							
F.8310.110	WATER ADMINISTRATOR.WAGES	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.120	SUPERINTENDENT.SALARY	15,606.00	15,606.00	1,200.46	13,205.06	2,400.94	15.38
F.8310.131	MOTOR EQUIPMENT.OPERATOR	153,478.00	153,478.00	8,129.19	88,907.46	64,570.54	42.07
F.8310.132	MOTOR EQUIPMENT.OPERATOR	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.133	EQUIPMENT.OPERATOR	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.134	CLERK.WAGES	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.200	LABORER.WAGES	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.201	EQUIPMENT	16,600.00	16,600.00	0.00	15,020.66	1,579.34	9.51
F.8310.400	PUMP STATION.CAPITAL	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.410	MAINTENANCE.T.HOPEWELL	0.00	2,000.00	0.00	1,000.00	1,000.00	50.00
F.8310.410	LEGAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00
F.8310.420	METER	16,000.00	16,000.00	93.98	2,538.51	13,461.49	84.13
F.8310.422	READING.CONTRACTUAL OVERHEAD	0.00	0.00	0.00	0.00	0.00	100.00
F.8310.423	VEHICLE & REPAIR	5,000.00	5,000.00	0.00	1,714.73	3,285.27	65.71
F.8310.424	TRAINING & MEMBERSHIP DUES	1,500.00	5,065.57	0.00	3,392.57	1,673.00	33.03
F.8310.450	ENGINEERING	50,500.00	50,500.00	275.01	16,657.01	33,842.99	67.02
<b>Total Function 8310</b>		<b>260,184.00</b>	<b>265,749.57</b>	<b>9,698.64</b>	<b>142,436.00</b>	<b>123,313.57</b>	<b>46.40</b>
<b>Function 8320</b>							
F.8320.400	WATER PURCHASES	400,000.00	400,000.00	165,120.67	427,895.16	(27,895.16)	(6.97)
F.8320.420	UTILITIES	51,000.00	51,000.00	7,648.56	42,316.42	8,683.58	17.03
<b>Total Function 8320</b>		<b>451,000.00</b>	<b>451,000.00</b>	<b>172,769.23</b>	<b>470,211.58</b>	<b>(19,211.58)</b>	<b>(4.26)</b>
<b>Function 8340</b>							

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<b>Fund F</b>	<b>WATER FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8340</b>							
F.8340.440	SERVICES & MAINTENANCE	123,400.00	163,400.00	14,197.17	152,911.59	10,488.41	6.42
F.8340.450	IMPROVEMENTS	333,000.00	288,455.00	0.00	2,000.00	286,455.00	99.31
<b>Total Function 8340</b>		<b>456,400.00</b>	<b>451,855.00</b>	<b>14,197.17</b>	<b>154,911.59</b>	<b>296,943.41</b>	<b>65.72</b>
<b>Function 8397</b>							
F.8397.200	WATER CAPITAL PROJECTS.EQUIP & CAP OUTLAY	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8397</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 9010</b>							
F.9010.800	NYS RETIREMENT	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00
<b>Total Function 9010</b>		<b>22,500.00</b>	<b>22,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,500.00</b>	<b>100.00</b>
<b>Function 9030</b>							
F.9030.800	SOCIAL SECURITY/MEDICARE	14,000.00	14,000.00	679.30	7,827.44	6,172.56	44.09
<b>Total Function 9030</b>		<b>14,000.00</b>	<b>14,000.00</b>	<b>679.30</b>	<b>7,827.44</b>	<b>6,172.56</b>	<b>44.09</b>
<b>Function 9040</b>							
F.9040.800	WORKERS COMPENSATION	3,600.00	3,623.58	0.00	3,623.58	0.00	0.00
<b>Total Function 9040</b>		<b>3,600.00</b>	<b>3,623.58</b>	<b>0.00</b>	<b>3,623.58</b>	<b>0.00</b>	<b>0.00</b>
<b>Function 9050</b>							
F.9050.800	UNEMPLOYMENT INSURANCE	500.00	500.00	0.00	0.00	500.00	100.00
<b>Total Function 9050</b>		<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>100.00</b>
<b>Function 9055</b>							
F.9055.800	DISABILITY INSURANCE	100.00	100.00	21.96	65.88	34.12	34.12
<b>Total Function 9055</b>		<b>100.00</b>	<b>100.00</b>	<b>21.96</b>	<b>65.88</b>	<b>34.12</b>	<b>34.12</b>
<b>Function 9060</b>							



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<b>Fund F</b>	<b>WATER FUND</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9060</b>							
F.9060.810	MEDICAL/DENTAL INSURANCE	28,519.00	26,449.40	1,692.24	14,230.02	12,219.38	46.20
F.9060.820	HOSPITAL/MEDICAL BUY-OUT	0.00	2,069.60	0.00	615.36	1,454.24	70.27
F.9060.830	HSA ACCOUNT	6,800.00	6,800.00	0.00	2,240.00	4,560.00	67.06
F.9060.840	HOSPITAL/MEDICAL RETIREE BENEFIT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9060</b>		<b>35,319.00</b>	<b>35,319.00</b>	<b>1,692.24</b>	<b>17,085.38</b>	<b>18,233.62</b>	<b>51.63</b>
<b>Function 9950</b>							
F.9950.900	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	100.00
F.9950.900.250	INTERFUND TRANSFERS...PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
F.9950.900.251	INTERFUND TRANSFERS...PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
F.9950.900.NOTT	INTERFUND TRANSFERS...NOTT ROAD CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9950</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>1,245,103.00</b>	<b>1,246,147.15</b>	<b>199,058.54</b>	<b>796,161.45</b>	<b>449,985.70</b>	<b>36.11</b>
<b>Total Fund F</b>	<b>WATER FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>(189,230.55)</b>	<b>65,918.92</b>	<b>(65,918.92)</b>	<b>100.00</b>

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<b>Fund H</b>	<b>CAPITAL PROJECTS</b>						
<b>Type R</b>	<b>Revenue</b>						
H.2401..14	INTEREST & EARNINGS.COUNTY RD 30 EXT #36	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..15	INTEREST & EARNINGS:SEWER CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..16	INTEREST & EARNINGS.HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..17	INTEREST INCOME.OUTHOUSE PARK	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..4	INTEREST & EARNINGS.PARRISH STREET EXTENSION	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..5	INTEREST & EARNINGS.DEVELOPMENT OF PARKS AND REC AREAS	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..7	INTEREST & EARNINGS.HOPKINS-GIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
H.2401..NOTT	INTEREST & EARNINGS.NOTT ROAD CAPITAL PROJECT	0.00	(10.31)	0.00	0.00	(10.31)	100.00
H.2797..250	OTHER LOCAL GOVERNMENTS.PURDY PROJECT CDBG	0.00	(600,000.00)	0.00	0.00	(600,000.00)	100.00
H.2797..251	OTHER LOCAL GOVERNMENTS.PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
H.2797..NOTT	OTHER LOCAL GOVERNMENTS.NOTT ROAD CAPITAL PROJECT	0.00	77,000.00	0.00	0.00	77,000.00	100.00
H.3989..17	NYSEPF GRANT.OUTHOUSE PARK	0.00	0.00	0.00	0.00	0.00	100.00
H.5031..17	INTERFUND TRANSFERS.OUTHOUSE PARK	0.00	0.00	0.00	0.00	0.00	100.00
H.5031.A	INTERFUND TRANSFERS.GENERAL FUND	0.00	0.00	0.00	0.00	0.00	100.00
H.5031.F.250	INTERFUND TRANSFERS.WATER.PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
H.5031.F.251	INTERFUND TRANSFERS.WATER.PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
H.5031.F.NOTT	INTERFUND TRANSFERS.WATER.NOTT ROAD CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00	100.00
H.5710..251	SERIAL BONDS.PURDY EFC	0.00	(550,000.00)	0.00	0.00	(550,000.00)	100.00

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Fund H Type R	CAPITAL PROJECTS Revenue						
H.5710..NOTT	SERIAL BONDS.NOTT ROAD CAPITAL PROJECT	0.00	(77,000.00)	0.00	0.00	(77,000.00)	100.00
Total Type R	Revenue	0.00	(1,150,010.31)	0.00	0.00	(1,150,010.31)	100.00

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<b>Fund H</b>	<b>CAPITAL PROJECTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1310</b>							
H.1310.240.17	ADMINISTRATION.EXPENSE.OU THOUSE PARK	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1310</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 1380</b>							
H.1380.400.250	FISCAL AGENT FEES.CONTRACTUAL.PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
H.1380.400.251	FISCAL AGENT FEES.CONTRACTUAL.PURDY EFC	0.00	(21,686.63)	0.00	0.00	(21,686.63)	100.00
H.1380.400.NOTT	FISCAL AGENT FEES.CONTRACTUAL.NOTT ROAD CAPITAL PROJECT	0.00	2,000.00	0.00	0.00	2,000.00	100.00
<b>Total Function 1380</b>		<b>0.00</b>	<b>(19,686.63)</b>	<b>0.00</b>	<b>0.00</b>	<b>(19,686.63)</b>	<b>100.00</b>
<b>Function 1420</b>							
H.1420.400.250	ATTORNEY.CONTRACTUAL.PU RDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
H.1420.400.251	ATTORNEY.CONTRACTUAL.PU RDY EFC	0.00	(2,992.63)	0.00	0.00	(2,992.63)	100.00
H.1420.400.NOTT	ATTORNEY.CONTRACTUAL.NO TT ROAD CAPITAL PROJECT	0.00	2,873.07	0.00	0.00	2,873.07	100.00
<b>Total Function 1420</b>		<b>0.00</b>	<b>(119.56)</b>	<b>0.00</b>	<b>0.00</b>	<b>(119.56)</b>	<b>100.00</b>
<b>Function 1440</b>							
H.1440.240.17	ENGINEER.EXPENSE.OUTHOU SE PARK	0.00	0.00	0.00	0.00	0.00	100.00
H.1440.400.17	ENGINEER.EXPENSE.OUTHOU SE PARK	0.00	0.00	0.00	0.00	0.00	100.00
H.1440.400.250	ENGINEERING.CONTRACTUAL. PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
H.1440.400.251	ENGINEERING.CONTRACTUAL. PURDY EFC	0.00	(189,400.00)	0.00	0.00	(189,400.00)	100.00
H.1440.400.NOTT	ENGINEERING.CONTRACTUAL. NOTT ROAD CAPITAL PROJECT	0.00	9,682.00	0.00	0.00	9,682.00	100.00
<b>Total Function 1440</b>		<b>0.00</b>	<b>(179,718.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>(179,718.00)</b>	<b>100.00</b>
<b>Function 1990</b>							

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<b>Fund H</b>	<b>CAPITAL PROJECTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1990</b>							
H.1990.400.250	CONTINGENCY.CONTRACTUAL .PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
H.1990.400.251	CONTINGENCY.CONTRACTUAL .PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
H.1990.400.NOTT	CONTINGENCY.CONTRACTUAL .NOTT ROAD CAPITAL PROJECT	0.00	3,186.00	0.00	0.00	3,186.00	100.00
<b>Total Function 1990</b>		<b>0.00</b>	<b>3,186.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,186.00</b>	<b>100.00</b>
<b>Function 7197</b>							
H.7197.100.17	LABOR.EXPENSE.OUTHOUSE PARK	0.00	0.00	0.00	0.00	0.00	100.00
H.7197.240.17	DEVELOPMENT MATERIALS..OUTHOUSE PARK	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 7197</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8340</b>							
H.8340.240.250	SERVICES & MAINTENANCE...PURDY PROJECT CDBG	0.00	(600,000.00)	0.00	0.00	(600,000.00)	100.00
H.8340.240.251	SERVICES & MAINTENANCE...PURDY EFC	0.00	(316,398.00)	0.00	0.00	(316,398.00)	100.00
H.8340.240.NOTT	SERVICES & MAINTENANCE...NOTT ROAD CAPITAL PROJECT	0.00	20,160.67	0.00	0.00	20,160.67	100.00
<b>Total Function 8340</b>		<b>0.00</b>	<b>(896,237.33)</b>	<b>0.00</b>	<b>0.00</b>	<b>(896,237.33)</b>	<b>100.00</b>
<b>Function 8397</b>							
H.8397.200.NOTT	WATER CAPITAL PROJECTS.CAPITAL.EQUIPME NT.NOTT ROAD CAPITAL PROJECT	0.00	(38,066.05)	0.00	0.00	(38,066.05)	100.00
<b>Total Function 8397</b>		<b>0.00</b>	<b>(38,066.05)</b>	<b>0.00</b>	<b>0.00</b>	<b>(38,066.05)</b>	<b>100.00</b>
<b>Function 9780</b>							
H.9780.700.250	DEBT SERVICE FROM PUBLIC AUTHORITY.INTEREST.PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund H</b>	<b>CAPITAL PROJECTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9780</b>							
H.9780.700.251	DEBT SERVICE FROM PUBLIC AUTHORITY.INTEREST.PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
H.9780.700.NOTT	DEBT SERVICE FROM PUBLIC AUTHORITY.INTEREST.NOTT ROAD CAPITAL PROJECT	0.00	154.00	0.00	0.00	154.00	100.00
<b>Total Function 9780</b>		<b>0.00</b>	<b>154.00</b>	<b>0.00</b>	<b>0.00</b>	<b>154.00</b>	<b>100.00</b>
<b>Function 9901</b>							
H.9901.900.11	INTERFUND...MCINTYRE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
H.9901.900.12	INTERFUND...CDGA-BRISTOL WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
H.9901.900.14	INTERFUND...COUNTY RD 30 EXT #36	0.00	0.00	0.00	0.00	0.00	100.00
H.9901.900.15	INTERFUND...SEWER CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00	100.00
H.9901.900.16	INTERFUND...HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
H.9901.900.4	INTERFUND...PARRISH STREET EXTENSION	0.00	0.00	0.00	0.00	0.00	100.00
H.9901.900.7	INTERFUND...HOPKINS-GIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9901</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 9903</b>							
H.9903.9.16	TRANSFER/WATER-MAINTENANCE...HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9903</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>0.00</b>	<b>(1,130,487.57)</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,130,487.57)</b>	<b>100.00</b>
<b>Total</b>							

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Fund H	CAPITAL PROJECTS						
Fund H	CAPITAL PROJECTS	0.00	(19,522.74)	0.00	0.00	(19,522.74)	100.00

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Fund PN Type R	PERMANANT TRUST - CEMETARY Revenue						
PN.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	100.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	100.00





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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
S.1001	REAL PROPERTY TAXES						
S.1001..241	REAL PROPERTY TAXES.NOTT ROAD EXTENSION #6 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
		4,536.00	4,536.00	0.00	4,536.00	0.00	0.00
S.1001..241A	REAL PROPERTY TAXES.ANDREWS - NORTH ROAD WATER DISTRICT	20,028.00	20,028.00	0.00	20,028.00	0.00	0.00
S.1001..241B	REAL PROPERTY TAXES.CANANDAIGUA - FARMINGTON WATER DISTRICT	83,309.00	83,309.00	0.00	83,309.00	0.00	0.00
S.1001..243	REAL PROPERTY TAXES.EXTENSION 8 - WEST LAKE SOUTH	94,140.00	94,140.00	0.00	94,140.00	0.00	0.00
S.1001..244	REAL PROPERTY TAXES.EXTENSION 9 - CRAMER ROAD WATER DISTRICT	3,000.00	3,000.00	0.00	3,000.00	0.00	0.00
S.1001..245	REAL PROPERTY TAXES.PARRISH STREET WATER DISTRICT	800.00	800.00	0.00	800.00	0.00	0.00
S.1001..245A	REAL PROPERTY TAXES.WATER DISTRICT	22,850.00	22,850.00	0.00	22,850.00	0.00	0.00
S.1001..245B	REAL PROPERTY TAXES.MCINTYRE ROAD WATER DISTRICT	7,000.00	7,000.00	0.00	7,000.00	0.00	0.00
S.1001..246	REAL PROPERTY TAXES.EXTENSION 10 - WYFELLS ROAD	21,207.00	21,207.00	0.00	21,207.00	0.00	0.00
S.1001..246A	REAL PROPERTY TAXES.CANANDAIGUA BRISTOL JOINT WATER DISTRICT	2,801.00	2,801.00	0.00	2,801.00	0.00	0.00
S.1001..246B	REAL PROPERTY TAXES.EMERSON ALLEN TOWNLINE RD WATER DISTRICT	15,156.00	15,156.00	0.00	15,156.00	0.00	0.00
S.1001..247	REAL PROPERTY TAXES.CANANDAIGUA CONSOLIDATED WATER DISTRICT	264,167.00	264,167.00	0.00	264,167.00	0.00	0.00
S.1001..247A	REAL PROPERTY TAXES.EXTENSION 11 - ADAMS ROAD WATER DISTRICT	13,000.00	13,000.00	0.00	13,000.00	0.00	0.00
S.1001..247B	REAL PROPERTY TAXES.EX 36 - COUNTY ROAD #30 WATER	16,811.00	16,811.00	0.00	16,811.00	0.00	0.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
S.1001..247B	DISTRICT						
S.1001..248	REAL PROPERTY TAXES.RISSER ROAD WATER DISTRICT	2,254.00	2,254.00	0.00	2,254.00	0.00	0.00
S.1001..248A	REAL PROPERTY TAXES.HOPKINS GRIMBLE WATER DISTRICT	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00
S.1001..248C	REAL PROPERTY TAXES.CANANDAIGUA - HOPEWELL WATER	64,526.00	64,526.00	0.00	64,526.00	0.00	0.00
S.1001..248D	REAL PROPERTY TAXES.HICKOX ROAD WATER DISTRICT	3,942.00	3,942.00	0.00	3,942.00	0.00	0.00
S.1001..249	REAL PROPERTY TAXES.PARRISH ROAD EXTENSION WATER DISTRICT	1,100.00	1,100.00	0.00	1,100.00	0.00	0.00
S.1001..249A	REAL PROPERTY TAXES.NOTT RD EXT 40	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
S.1030..245A	SPECIAL ASSESSMENT.WEST LAKE WATER DISTRICT (BENEFIT BASIS)	24,205.00	24,205.00	0.00	24,205.00	0.00	0.00
S.1030..246A	SPECIAL ASSESSMENT.CANANDAIGUA BRISTOL JOINT WATER DISTRICT	17,385.00	17,385.00	0.00	17,385.00	0.00	0.00
S.2140..241A	OTHER THAN TAXES.ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	369.15	(369.15)	100.00
S.2140..241B	OTHER THAN TAXES.CANANDAIGUA - FARMINGTON WATER DISTRICT	0.00	0.00	0.00	7,625.68	(7,625.68)	100.00
S.2140..246B	WATER RENTS.EMERSON ALLEN TOWNLINE RD WATER DISTRICT	0.00	0.00	0.00	7,778.58	(7,778.58)	100.00
S.2140..248	OTHER THAN TAXES.RISSER ROAD WATER DISTRICT	0.00	0.00	0.00	75.72	(75.72)	100.00
S.2140..248C	UNPAID WATER BILLS - TAX ROLL.CANANDAIGUA - HOPEWELL WATER	0.00	0.00	0.00	7,313.03	(7,313.03)	100.00
S.2401..241	INTEREST & EARNINGS.NOTT ROAD EXTENSION #6 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..241A	INTEREST & EARNINGS.ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
S.2401..241B	INTEREST & EARNINGS.CANANDAIGUA - FARMINGTON WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..243	INTEREST & EARNINGS.EXTENSION 8 - WEST LAKE SOUTH	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..244	INTEREST & EARNINGS.EXTENSION 9 - CRAMER ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..245	INTEREST & EARNINGS.PARRISH STREET WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..245A	INTEREST & EARNINGS.WEST LAKE WATER DISTRICT (BENEFIT BASIS)	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..245B	INTEREST & EARNINGS.MCINTYRE ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..246	INTEREST & EARNINGS.EXTENSION 10 - WYFELLS ROAD	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..246A	INTEREST & EARNINGS.CANANDAIGUA BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..247	INTEREST & EARNINGS.CANANDAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..247A	INTEREST & EARNINGS.EXTENSION 11 - ADAMS ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..247B	INTEREST & EARNINGS.EX 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..248	INTEREST & EARNINGS.RISSER ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..248A	INTEREST & EARNINGS.HOPKINS GRIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.2401..248C	INTEREST & EARNINGS.CANANDAIGUA -	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
S.2401..248C	HOPEWELL WATER						
S.2401..249	INTEREST & EARNINGS.PARRISH ROAD	0.00	0.00	0.00	0.00	0.00	100.00
	EXTENSION WATER DISTRICT						
S.2770..246A	MISCELLANEOUS	46,784.00	46,784.00	0.00	48,410.41	(1,626.41)	(3.48)
	INCOME.CANANDAIGUA						
	BRISTOL JOINT WATER DISTRICT						
S.2770..249A	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	100.00
S.5031..245	INCOME.NOTT RD EXT 40	0.00	0.00	0.00	0.00	0.00	100.00
	INTERFUND						
	TRANSFERS.PARRISH STREET						
S.5031..245B	WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	INTERFUND						
	TRANSFERS.MCINTYRE ROAD						
S.5031..246A	WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	INTERFUND						
	TRANSFERS.CANANDAIGUA						
S.5031..247	BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	INTERFUND						
	TRANSFERS.CANANDAIGUA						
S.5031..247B	CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	INTERFUND TRANSFERS.EX 36						
	- COUNTY ROAD #30 WATER DISTRICT						
S.5031..248A	INTERFUND	0.00	0.00	0.00	0.00	0.00	100.00
	TRANSFERS.HOPKINS						
S.5031..249	GRIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	INTERFUND						
S.5031.V.245B	TRANSFERS.PARRISH ROAD						
	EXTENSION WATER DISTRICT						
	INTERFUND TRANSFERS.DEBT						
	SERVICE.MCINTYRE ROAD						
S.9000..241	WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	APPROPRIATED FUND						
	BALANCE FOR BUDGET.NOTT						
	ROAD EXTENSION #6 WATER DISTRICT						
S.9000..243	APPROPRIATED FUND	5,147.00	5,147.00	0.00	0.00	5,147.00	100.00
	BALANCE FOR						
	BUDGET.EXTENSION 8 - WEST						
S.9000..244	LAKE SOUTH	684.00	684.00	0.00	0.00	684.00	100.00
	APPROPRIATED FUND						
	BALANCE FOR						

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
S.9000..244	BUDGET.EXTENSION 9 - CRAMER ROAD WATER DISTRICT						
S.9000..245	APPROPRIATED FUND BALANCE FOR BUDGET.PARRISH STREET WATER DISTRICT	403.00	403.00	0.00	0.00	403.00	100.00
S.9000..245A	APPROPRIATED FUND BALANCE FOR BUDGET.WEST LAKE WATER DISTRICT (BENEFIT BASIS)	626.00	626.00	0.00	0.00	626.00	100.00
S.9000..245B	APPROPRIATED FUND BALANCE FOR BUDGET.MCINTYRE ROAD WATER DISTRICT	435.00	435.00	0.00	0.00	435.00	100.00
S.9000..246	APPROPRIATED FUND BALANCE FOR BUDGET.EXTENSION 10 - WYFELLS ROAD	0.00	0.00	0.00	0.00	0.00	100.00
S.9000..246A	APPROPRIATED FUND BALANCE FOR BUDGET.CANANDAIGUA BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9000..247	APPROPRIATED FUND BALANCE FOR BUDGET.CANANDAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9000..247A	APPROPRIATED FUND BALANCE FOR BUDGET.EXTENSION 11 - ADAMS ROAD WATER DISTRICT	1,494.00	1,494.00	0.00	0.00	1,494.00	100.00
S.9000..247B	APPROPRIATED FUND BALANCE FOR BUDGET.EXT 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9000..248A	APPROPRIATED FUND BALANCE FOR BUDGET.HOPKINS GRIMBLE WATER DISTRICT	4,631.00	4,631.00	0.00	0.00	4,631.00	100.00
S.9000..248C	APPROPRIATED FUND BALANCE FOR BUDGET.CANANDAIGUA - HOPEWELL WATER	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
S.9000..249	APPROPRIATED FUND BALANCE FOR BUDGET.PARRISH ROAD EXTENSION WATER DISTRICT	4,485.00	4,485.00	0.00	0.00	4,485.00	100.00
S.9000..249A	APPROPRIATED FUND BALANCE FOR BUDGET.NOTT RD EXT 40	1,288.00	1,288.00	0.00	0.00	1,288.00	100.00
S.9230..247B	TAX STABILIZATION RESERVE FOR.EXT 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9230..249A	TAX STABILIZATION RESERVE FOR.NOTT RD EXT 40	0.00	0.00	0.00	0.00	0.00	100.00
S.9231..249A	HIGHWAY EQUIPMENT RESERVE.NOTT RD EXT 40	0.00	0.00	0.00	0.00	0.00	100.00
S.9232..249A	IMPROVEMENT RESERVE FOR BUDGET.NOTT RD EXT 40	0.00	0.00	0.00	0.00	0.00	100.00
S.9235..249A	NY'SERS RESERVE.NOTT RD EXT 40	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>763,194.00</b>	<b>763,194.00</b>	<b>0.00</b>	<b>768,789.57</b>	<b>(5,595.57)</b>	<b>(0.73)</b>

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1930</b>							
S.1930.400.247	JUDGEMENTS & CLAIMS.CONTRACTUAL.CANAN DAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1930</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 1990</b>							
S.1990.400.247B	CONTINGENCY..EX 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.1990.400.248A	CONTINGENCY..HOPKINS GRIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1990</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 5110</b>							
S.5110.400.247B	ADMINISTRATIVE..EX 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.5110.400.248A	ADMINISTRATIVE..HOPKINS GRIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 5110</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8310</b>							
S.8310.400.246A	LEGAL EXPENSE..CANANDAIGUA BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8310.400.247B	LEGAL EXPENSE..EX 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8310.400.248A	LEGAL EXPENSE..HOPKINS GRIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8310.410.241	LEGAL SERVICES..NOTT ROAD EXTENSION #6 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8310.410.245	LEGAL EXPENSES..PARRISH STREET WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8310</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8350</b>							



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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8350</b>							
S.8350.400.241A	COMMON WATER.CONTRACTUAL.ANDRE WS - NORTH ROAD WATER DISTRICT	2,907.00	2,907.00	0.00	2,925.00	(18.00)	(0.62)
S.8350.400.241B	COMMON WATER.CONTRACTUAL.CANAN DAIGUA - FARMINGTON WATER DISTRICT	83,309.00	83,309.00	0.00	83,839.00	(530.00)	(0.64)
S.8350.400.246A	COMMON WATER.CONTRACTUAL.CANAN DAIGUA BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8350.400.246B	COMMON WATER.CONTRACTUAL.EMERS ON ALLEN TOWNLINE RD WATER DISTRICT	2,249.00	2,249.00	0.00	10,041.58	(7,792.58)	(346.49)
S.8350.400.247	COMMON WATER.CONTRACTUAL.CANAN DAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8350.400.248	COMMON WATER.CONTRACTUAL.RISSE R ROAD WATER DISTRICT	2,254.00	2,254.00	0.00	2,343.72	(89.72)	(3.98)
S.8350.400.248B	COMMON WATER.CONTRACTUAL.CANAN DAIGUA HOPEWELL WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8350.400.248C	COMMON WATER.CONTRACTUAL.CANAN DAIGUA - HOPEWELL WATER	64,526.00	64,526.00	0.00	70,706.03	(6,180.03)	(9.58)
S.8350.400.248D	COMMON WATER.CONTRACTUAL.HICKO X ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8350</b>		<b>155,245.00</b>	<b>155,245.00</b>	<b>0.00</b>	<b>169,855.33</b>	<b>(14,610.33)</b>	<b>(9.41)</b>
<b>Function 8380</b>							
S.8380.400.247	COMMON WATER.CONTRACTUAL.CANAN DAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8380</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8389</b>							

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8389</b>							
S.8389.400.241A	COMMON WATER.CONTRACTUAL.ANDRE WS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	369.15	(369.15)	100.00
S.8389.400.241B	COMMON WATER.CONTRACTUAL.CANAN DAIGUA - FARMINGTON WATER DISTRICT	0.00	0.00	0.00	9,315.48	(9,315.48)	100.00
S.8389.400.246B	COMMON WATER.CONTRACTUAL.EMERS ON ALLEN TOWNLINE RD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8389.400.247	COMMON WATER.CONTRACTUAL.CANAN DAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8389.400.248	COMMON WATER.CONTRACTUAL.RISSE R ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8389.400.248C	COMMON WATER.CONTRACTUAL.CANAN DAIGUA - HOPEWELL WATER	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8389</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,684.63</b>	<b>(9,684.63)</b>	<b>100.00</b>
<b>Function 8397</b>							
S.8397.200.246A	WATER CAPITAL PROJECTS.CAPITAL.EQUIPME NT.CANANDAIGUA BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8397.200.247	WATER CAPITAL PROJECTS.CAPITAL.EQUIPME NT.CANANDAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8397.200.247B	WATER CAPITAL PROJECTS.CAPITAL.EQUIPME NT.EXT 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8397.201.248D	WATER CAPITAL PROJECTS...HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.8397.400.247	WATER CAPITAL PROJECTS.CONTRACTUAL.CA NANDAIGUA CONSOLIDATED WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8397</b>							
<b>Total Function 8397</b>		0.00	0.00	0.00	0.00	0.00	100.00
<b>Function 9701</b>							
S.9701.600.246A	SERIAL BONDS CDGA.PRINCIPAL.CANANDAIGUA A BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9701.700.246A	SERIAL BONDS CDGA.INTEREST.CANANDAIGUA A BRISTOL JOINT WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9701</b>		0.00	0.00	0.00	0.00	0.00	100.00
<b>Function 9710</b>							
S.9710.600.241	SERIAL BONDS.PRINCIPAL.NOTT ROAD EXTENSION #6 WATER DISTRICT	3,000.00	3,000.00	0.00	3,000.00	0.00	0.00
S.9710.600.241A	SERIAL BONDS.PRINCIPAL.ANDREWS - NORTH ROAD WATER DISTRICT	15,000.00	15,000.00	0.00	15,000.00	0.00	0.00
S.9710.600.243	SERIAL BONDS.PRINCIPAL.EXTENSION 8 - WEST LAKE SOUTH	45,000.00	45,000.00	0.00	45,000.00	0.00	0.00
S.9710.600.244	SERIAL BONDS.PRINCIPAL.EXTENSION 9 - CRAMER ROAD WATER DISTRICT	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00
S.9710.600.245	SERIAL BONDS.PRINCIPAL.PARRISH STREET WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9710.600.245A	SERIAL BONDS.PRINCIPAL.WEST LAKE WATER DISTRICT (BENEFIT BASIS)	23,000.00	23,000.00	0.00	23,000.00	0.00	0.00
S.9710.600.245B	SERIAL BONDS.PRINCIPAL.MCINTYRE ROAD WATER DISTRICT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00
S.9710.600.246	SERIAL BONDS.PRINCIPAL.EXTENSION 10 - WYFELLS ROAD	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00
S.9710.600.246A	SERIAL BONDS BRISTOL.PRINCIPAL.CANANDAIGUA	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9710</b>							
S.9710.600.246A	GUA BRISTOL JOINT WATER DISTRICT						
S.9710.600.246B	SERIAL BONDS.PRINCIPAL.EMERSON ALLEN TOWNLINE RD WATER DISTRICT	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
S.9710.600.247A	SERIAL BONDS.PRINCIPAL.EXTENSION 11 - ADAMS ROAD WATER DISTRICT	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
S.9710.600.247B	SERIAL BONDS.PRINCIPAL.EXTENSION 36 - COUNTY ROAD #30 WATER DISTRICT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00
S.9710.600.248	SERIAL BONDS.PRINCIPAL.RISSER ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9710.600.248A	SERIAL BONDS.PRINCIPAL.HOPKINS GRIMBLE WATER DISTRICT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00
S.9710.600.248C	SERIAL BONDS.PRINCIPAL.CANANDAIGUA - HOPEWELL WATER	0.00	0.00	0.00	0.00	0.00	100.00
S.9710.600.249	SERIAL BONDS.PRINCIPAL.PARRISH ROAD EXTENSION WATER DISTRICT	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00
S.9710.600.249A	SERIAL BONDS.PRINCIPAL.NOTT RD EXT 40	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00
S.9710.700.241	SERIAL BONDS.INTEREST.NOTT ROAD EXTENSION #6 WATER DISTRICT	150.00	150.00	0.00	150.00	0.00	0.00
S.9710.700.241A	SERIAL BONDS.INTEREST.ANDREWS - NORTH ROAD WATER DISTRICT	2,121.00	2,121.00	0.00	2,121.00	0.00	0.00
S.9710.700.243	SERIAL BONDS.INTEREST.EXTENSION 8 - WEST LAKE SOUTH	4,300.00	4,300.00	0.00	4,300.00	0.00	0.00
S.9710.700.244	SERIAL BONDS.INTEREST.EXTENSION 9 - CRAMER ROAD WATER DISTRICT	200.00	200.00	0.00	200.00	0.00	0.00
S.9710.700.245	SERIAL BONDS.INTEREST.PARRISH	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9710</b>							
S.9710.700.245	STREET WATER DISTRICT						
S.9710.700.245A	SERIAL	1,205.00	1,205.00	0.00	1,150.00	55.00	4.56
	BONDS.INTEREST.WEST LAKE WATER DISTRICT (BENEFIT BASIS)						
S.9710.700.245B	SERIAL	4,232.00	4,232.00	0.00	2,116.00	2,116.00	50.00
	BONDS.INTEREST.MCINTYRE ROAD WATER DISTRICT						
S.9710.700.246	SERIAL	1,200.00	1,200.00	0.00	1,200.00	0.00	0.00
	BONDS.INTEREST.EXTENSION 10 - WYFELLS ROAD						
S.9710.700.246A	SERIAL BONDS	43,741.00	43,741.00	0.00	21,831.25	21,909.75	50.09
	BRISTOL INTEREST CANANDAI GUA BRISTOL JOINT WATER DISTRICT						
S.9710.700.246B	SERIAL	7,907.00	7,907.00	0.00	7,907.00	0.00	0.00
	BONDS INTEREST EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
S.9710.700.247A	SERIAL	750.00	750.00	0.00	500.00	250.00	33.33
	BONDS.INTEREST.EXTENSION 11 - ADAMS ROAD WATER DISTRICT						
S.9710.700.247B	SERIAL BONDS.INTEREST.EX 36 - COUNTY ROAD #30 WATER DISTRICT	10,075.00	10,075.00	0.00	5,037.50	5,037.50	50.00
S.9710.700.248	SERIAL	0.00	0.00	0.00	0.00	0.00	100.00
	BONDS.INTEREST.RISSER ROAD WATER DISTRICT						
S.9710.700.248A	SERIAL	6,238.00	6,238.00	0.00	3,118.75	3,119.25	50.00
S.9710.700.248C	BONDS.INTEREST.HOPKINS GRIMBLE WATER DISTRICT						
	SERIAL	0.00	0.00	0.00	0.00	0.00	100.00
S.9710.700.249	BONDS.INTEREST.CANANDAIG UA - HOPEWELL WATER	315.00	315.00	0.00	0.00	315.00	100.00
	SERIAL						
	BONDS.INTEREST.PARRISH ROAD EXTENSION WATER DISTRICT						
S.9710.700.249A	SERIAL	2,294.00	2,294.00	0.00	1,147.00	1,147.00	50.00
	BONDS.INTEREST.NOTT RD EXT 40						
<b>Total Function 9710</b>		<b>228,328.00</b>	<b>228,328.00</b>	<b>0.00</b>	<b>160,778.50</b>	<b>67,549.50</b>	<b>29.58</b>
<b>Function 9730</b>							

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9730</b>							
S.9730.700.247B	BOND ANTICIPATION NOTES.INTEREST EX 36 - COUNTY ROAD #30 WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9730</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 9903</b>							
S.9903.400.248A	TRANSFER/WATER- MAINTENANCE CONTRACTUAL. HOPKINS GRIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
S.9903.900.241	TRANSFER/WATER- MAINTENANCE...NOTT ROAD EXTENSION #6 WATER DISTRICT	1,386.00	1,386.00	0.00	1,386.00	0.00	0.00
S.9903.900.243	TRANSFER/WATER- MAINTENANCE...EXTENSION 8 - WEST LAKE SOUTH	49,987.00	49,987.00	0.00	49,987.00	0.00	0.00
S.9903.900.244	TRANSFER/WATER- MAINTENANCE...EXTENSION 9 - CRAMER ROAD WATER DISTRICT	1,484.00	1,484.00	0.00	1,484.00	0.00	0.00
S.9903.900.245	TRANSFER/WATER- MAINTENANCE...PARRISH STREET WATER DISTRICT	1,203.00	1,203.00	0.00	1,203.00	0.00	0.00
S.9903.900.245A	TRANSFER/WATER- MAINTENANCE...WEST LAKE WATER DISTRICT (BENEFIT BASIS)	23,476.00	23,476.00	0.00	23,476.00	0.00	0.00
S.9903.900.245B	TRANSFER/WATER- MAINTENANCE...MCINTYRE ROAD WATER DISTRICT	1,203.00	1,203.00	0.00	1,203.00	0.00	0.00
S.9903.900.246	TRANSFER/WATER- MAINTENANCE...EXTENSION 10 - WYFELLS ROAD	8,007.00	8,007.00	0.00	8,007.00	0.00	0.00
S.9903.900.246A	TRANSFER/WATER- MAINTENANCE...CANANDAIGUA A BRISTOL JOINT WD. CANANDAIGUA	8,229.00	8,229.00	0.00	8,229.00	0.00	0.00
S.9903.900.247	TRANSFER/WATER- MAINTENANCE...CANANDAIGUA A CONSOLIDATED WATER DISTRICT	264,167.00	264,167.00	0.00	264,167.00	0.00	0.00
S.9903.900.247A	TRANSFER/WATER- MAINTENANCE...EXTENSION 11	8,744.00	8,744.00	0.00	8,744.00	0.00	0.00

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<b>Fund S</b>	<b>WATER DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9903</b>							
S.9903.900.247A	- ADAMS ROAD WATER DISTRICT						
S.9903.900.247B	TRANSFER/WATER- MAINTENANCE...EX 36 - COUNTY ROAD #30 WATER DISTRICT	1,736.00	1,736.00	0.00	1,736.00	0.00	0.00
S.9903.900.248A	TRANSFER/WATER- MAINTENANCE...HOPKINS GRIMBLE WATER DISTRICT	3,393.00	3,393.00	0.00	3,393.00	0.00	0.00
S.9903.900.248D	TRANSFER/WATER- MAINTENANCE...HICKOX ROAD WATER DISTRICT	3,942.00	3,942.00	0.00	0.00	3,942.00	100.00
S.9903.900.249	TRANSFER/WATER- MAINTENANCE...PARRISH ROAD EXTENSION WATER DISTRICT	1,670.00	1,670.00	0.00	1,670.00	0.00	0.00
S.9903.900.249A	TRANSFER/WATER- MAINTENANCE...NOTT RD EXT 40	994.00	994.00	0.00	994.00	0.00	0.00
S.9903.901.246A	TRANSFER/WATER- MAINTENANCE...CANANDAIGUA A BRISTOL JOINT WD-BRISTOL SHARE	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9903</b>		<b>379,621.00</b>	<b>379,621.00</b>	<b>0.00</b>	<b>375,679.00</b>	<b>3,942.00</b>	<b>1.04</b>
<b>Function 9950</b>							
S.9950.900.248D	INTERFUND TRANSFERS...HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9950</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>763,194.00</b>	<b>763,194.00</b>	<b>0.00</b>	<b>715,997.46</b>	<b>47,196.54</b>	<b>6.18</b>
<b>Total Fund S</b>	<b>WATER DISTRICTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>52,792.11</b>	<b>(52,792.11)</b>	<b>100.00</b>

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<b>Fund SD</b>	<b>DRAINAGE DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
SD.1001..241	REAL PROPERTY TAXES.RT						
	332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1001..241A	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.LAKEWOOD MEADOWS DRAINAGE DISTRICT						
SD.1001..243	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.ASHTON DRAINAGE DISTRICT						
SD.1001..244	REAL PROPERTY TAXES.FOX	0.00	0.00	0.00	0.00	0.00	100.00
	RIDGE DRAINAGE DISTRICT						
SD.1001..245	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.LANDINGS DRAINAGE DISTRICT						
SD.1001..246	REAL PROPERTY TAXES.OLD	0.00	0.00	0.00	0.00	0.00	100.00
	BROOKSIDE DRAINAGE DISTRICT						
SD.1001..247	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.LAKESIDE ESTATES DRAINAGE DISTRICT						
SD.1001..248	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.WATERFORD POINT DRAINAGE DISTRICT						
SD.1001..249	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.STABLEGATE DRAINAGE DISTRICT						
SD.1001..250	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.PURDY PROJECT CDBG						
SD.1001..251	REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	100.00
	TAXES.PURDY EFC						
SD.1030..241	SPECIAL ASSESSMENT.RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..241A	SPECIAL ASSESSMENT.LAKEWOOD MEADOWS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..243	SPECIAL ASSESSMENT.ASHTON DRAINAGE DISTRICT	2,993.00	2,993.00	0.00	2,993.00	0.00	0.00
SD.1030..244	SPECIAL ASSESSMENT.FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..245	SPECIAL ASSESSMENT.LANDINGS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..246	SPECIAL ASSESSMENT.OLD BROOKSIDE DRAINAGE DISTRICT	4,230.00	4,230.00	0.00	4,230.00	0.00	0.00



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<b>Fund SD</b>	<b>DRAINAGE DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
SD.1030..247	SPECIAL ASSESSMENT.LAKESIDE ESTATES DRAINAGE DISTRICT	2,508.00	2,508.00	0.00	2,508.00	0.00	0.00
SD.1030..248	SPECIAL ASSESSMENT.WATERFORD POINT DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..249	SPECIAL ASSESSMENT.STABLEGATE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..250	SPECIAL ASSESSMENT.PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
SD.1030..251	SPECIAL ASSESSMENT.PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..241	INTEREST & EARNINGS.RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..241A	INTEREST & EARNINGS.LAKEWOOD MEADOWS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..243	INTEREST & EARNINGS.ASHTON DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..244	INTEREST & EARNINGS.FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..245	INTEREST & EARNINGS.LANDINGS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..246	INTEREST & EARNINGS.OLD BROOKSIDE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..247	INTEREST & EARNINGS.LAKESIDE ESTATES DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..248	INTEREST & EARNINGS.WATERFORD POINT DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..249	INTEREST & EARNINGS.STABLEGATE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..250	INTEREST & EARNINGS.PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
SD.2401..251	INTEREST & EARNINGS.PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
SD.5031..241	INTERFUND TRANSFERS.RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.9000..241	APPROPRIATED FUND	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund SD Type R</b>	<b>DRAINAGE DISTRICTS Revenue</b>						
SD.9000..241	BALANCE FOR BUDGET.RT 332						
SD.9000..243	DRAINAGE DISTRICT APPROPRIATED FUND BALANCE FOR BUDGET.ASHTON DRAINAGE DISTRICT	3,007.00	3,007.00	0.00	0.00	3,007.00	100.00
SD.9000..244	APPROPRIATED FUND BALANCE FOR BUDGET.FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.9000..246	APPROPRIATED FUND BALANCE FOR BUDGET.OLD BROOKSIDE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.9000..247	APPROPRIATED FUND BALANCE FOR BUDGET.LAKESIDE ESTATES DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.9230..247	TAX STABILIZATION RESERVE FOR LAKESIDE ESTATES DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>12,738.00</b>	<b>12,738.00</b>	<b>0.00</b>	<b>9,731.00</b>	<b>3,007.00</b>	<b>23.61</b>

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<b>Fund SD</b>	<b>DRAINAGE DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1440</b>							
SD.1440.400.241	ENGINEERING.RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1440.400.243	ENGINEERING.ASHTON DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1440.400.244	ENGINEERING.FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1440.400.245	ENGINEERING.LANDINGS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1440</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 1990</b>							
SD.1990.400.241	CONTINGENCY..RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1990.400.243	CONTINGENCY..ASHTON DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1990.400.244	CONTINGENCY..FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.1990.400.245	CONTINGENCY..LANDINGS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1990</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8310</b>							
SD.8310.410.241	LEGAL...RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8310</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8510</b>							
SD.8510.400.241	ADMINISTRATIVE..RT 332 DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8510.400.243	ADMINISTRATIVE..ASHTON DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8510.400.244	ADMINISTRATIVE..FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8510.400.245	ADMINISTRATIVE..LANDINGS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8510</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 8520</b>							

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<b>Fund SD</b>	<b>DRAINAGE DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 8520</b>							
SD.8520.400.241	MAINTENANCE..RT 332	0.00	0.00	0.00	0.00	0.00	100.00
SD.8520.400.241A	DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
	MEADOWS DRAINAGE DISTRICT						
SD.8520.400.243	MAINTENANCE..ASHTON DRAINAGE DISTRICT	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00
SD.8520.400.244	MAINTENANCE..FOX RIDGE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8520.400.245	MAINTENANCE..LANDINGS DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8520.400.246	MAINTENANCE..OLD BROOKSIDE DRAINAGE DISTRICT	4,230.00	4,230.00	0.00	0.00	4,230.00	100.00
SD.8520.400.247	MAINTENANCE..LAKESIDE ESTATES DRAINAGE DISTRICT	2,508.00	2,508.00	0.00	0.00	2,508.00	100.00
SD.8520.400.248	MAINTENANCE..WATERFORD POINT DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8520.400.249	MAINTENANCE..STABLEGATE DRAINAGE DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SD.8520.400.250	MAINTENANCE..PURDY PROJECT CDBG	0.00	0.00	0.00	0.00	0.00	100.00
SD.8520.400.251	MAINTENANCE..PURDY EFC	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 8520</b>		<b>12,738.00</b>	<b>12,738.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,738.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>12,738.00</b>	<b>12,738.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,738.00</b>	<b>100.00</b>
<b>Total Fund SD</b>	<b>DRAINAGE DISTRICTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,731.00</b>	<b>(9,731.00)</b>	<b>100.00</b>

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<b>Fund SF Type R</b>	<b>FIRE PROTECTION DISTRICTS Revenue</b>						
SF.1001..241	REAL PROPERTY TAXES.FIRE PROTECTION DISTRICT	909,514.00	909,514.00	0.00	909,514.00	0.00	0.00
SF.2401..241	INTEREST & EARNINGS.FIRE PROTECTION DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SF.9000..241	APPROPRIATED FUND BALANCE FOR BUDGET.FIRE PROTECTION DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>909,514.00</b>	<b>909,514.00</b>	<b>0.00</b>	<b>909,514.00</b>	<b>0.00</b>	<b>0.00</b>

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Fund SF Type E Function 1930	FIRE PROTECTION DISTRICTS Expense						
SF.1930.400.241	JUDGEMENTS & CLAIMS.CONTRACTUAL.FIRE PROTECTION DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
Total Function 1930		0.00	0.00	0.00	0.00	0.00	100.00
Function 3410							
SF.3410.400.241	FIRE PROTECTION DISTRICT AGREEMENTS	909,514.00	909,514.00	0.00	909,514.00	0.00	0.00
Total Function 3410		909,514.00	909,514.00	0.00	909,514.00	0.00	0.00
Function 8310							
SF.8310.400.241	LEGALS..FIRE PROTECTION DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
Total Function 8310		0.00	0.00	0.00	0.00	0.00	100.00
Total Type E	Expense	909,514.00	909,514.00	0.00	909,514.00	0.00	0.00
Total Fund SF	FIRE PROTECTION DISTRICTS	0.00	0.00	0.00	0.00	0.00	100.00

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<b>Fund SL</b>	<b>LIGHTING DISTRICTS</b>						
<b>Type R</b>	<b>Revenue</b>						
SL.1001..241	REAL PROPERTY TAXES.CENTERPOINT LIGHTING DISTRICT	1,800.00	1,800.00	0.00	1,800.00	0.00	0.00
SL.1001..242	REAL PROPERTY TAXES.FOX RIDGE LIGHTING DISTRICT	7,000.00	7,000.00	0.00	7,000.00	0.00	0.00
SL.1001..243	REAL PROPERTY TAXES.LANDINGS LIGHTING DISTRICT	393.00	393.00	0.00	393.00	0.00	0.00
SL.1001..244	REAL PROPERTY TAXES.LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.1001..245	REAL PROPERTY TAXES.FALLBROOK PARK LIGHTING DISTRICT	400.00	400.00	0.00	400.00	0.00	0.00
SL.1030..244	SPECIAL ASSESSMENT.LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2401..241	INTEREST & EARNINGS.CENTERPOINT LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2401..242	INTEREST & EARNINGS.FOX RIDGE LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2401..243	INTEREST & EARNINGS.LANDINGS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2401..244	INTEREST & EARNINGS.LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2401..245	INTEREST & EARNINGS.FALLBROOK PARK LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2701..241	REFUND PRIOR YEARS EXP.CENTERPOINT LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2701..242	REFUND PRIOR YEARS EXP.FOX RIDGE LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2701..245	REFUND PRIOR YEARS EXP.FALLBROOK PARK LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.2705..244	GIFTS & DONATIONS.LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.9000..241	APPROPRIATED FUND BALANCE FOR BUDGET.CENTERPOINT	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00

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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund SL Type R</b>	<b>LIGHTING DISTRICTS Revenue</b>						
SL.9000..241	LIGHTING DISTRICT						
SL.9000..242	APPROPRIATED FUND BALANCE FOR BUDGET.FOX RIDGE LIGHTING DISTRICT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00
SL.9000..243	APPROPRIATED FUND BALANCE FOR BUDGET.LANDINGS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.9000..244	APPROPRIATED FUND BALANCE FOR BUDGET.LAKEWOOD MEADOWS LIGHTING DISTRICT	350.00	350.00	0.00	0.00	350.00	100.00
SL.9000..245	APPROPRIATED FUND BALANCE FOR BUDGET.FALLBROOK PARK LIGHTING DISTRICT	950.00	950.00	0.00	0.00	950.00	100.00
SL.9230..241	TAX STABILIZATION RESERVE FOR.CENTERPOINT LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL.9230..242	TAX STABILIZATION RESERVE FOR.FOX RIDGE LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Type R</b>	<b>Revenue</b>	<b>15,493.00</b>	<b>15,493.00</b>	<b>0.00</b>	<b>9,593.00</b>	<b>5,900.00</b>	<b>38.08</b>



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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund SL</b>	<b>LIGHTING DISTRICTS</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 1990</b>							
SL 1990.400.241	CONTINGENCY..CENTERPOINT LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 1990.400.242	CONTINGENCY..FOX RIDGE LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 1990.400.243	CONTINGENCY..LANDINGS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 1990.400.244	CONTINGENCY..LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 1990.400.245	CONTINGENCY..FALLBROOK PARK LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 1990</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 5110</b>							
SL 5110.400.241	ADMINISTRATIVE..CENTERPOINT LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 5110.400.242	ADMINISTRATIVE..FOX RIDGE LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 5110.400.243	ADMINISTRATIVE..LANDINGS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 5110.400.244	ADMINISTRATIVE..LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 5110.400.245	ADMINISTRATIVE..FALLBROOK PARK LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 5110</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Function 5182</b>							
SL 5182.200.242	EQUIPMENT..FOX RIDGE LIGHTING DISTRICT	0.00	0.00	0.00	223.18	(223.18)	100.00
SL 5182.240.244	UTILITIES - EQUIPMENT..LAKEWOOD MEADOWS LIGHTING DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
SL 5182.400.241	UTILITIES ELECTRIC..CENTERPOINT LIGHTING DISTRICT	3,900.00	3,900.00	124.78	1,327.96	2,572.04	65.95
SL 5182.400.242	UTILITIES ELECTRIC..FOX RIDGE LIGHTING DISTRICT	9,500.00	9,500.00	790.26	7,845.38	1,654.62	17.42
SL 5182.400.243	UTILITIES ELECTRIC..LANDINGS LIGHTING DISTRICT	393.00	393.00	0.00	0.00	393.00	100.00
SL 5182.400.244	UTILITIES ELECTRIC..LAKEWOOD MEADOWS LIGHTING DISTRICT	350.00	350.00	21.35	227.97	122.03	34.87

# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund SL Type E Function 5182</b>	<b>LIGHTING DISTRICTS Expense</b>						
SL.5182.400.245	UTILITIES ELECTRIC..FALLBROOK PARK LIGHTING DISTRICT	1,350.00	1,350.00	110.49	1,111.29	238.71	17.68
SL.5182.401.242	STREET LIGHTING...FOX RIDGE LIGHTING DISTRICT- MAINTENANCE	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 5182</b>		<b>15,493.00</b>	<b>15,493.00</b>	<b>1,046.88</b>	<b>10,735.78</b>	<b>4,757.22</b>	<b>30.71</b>
<b>Total Type E</b>	<b>Expense</b>	<b>15,493.00</b>	<b>15,493.00</b>	<b>1,046.88</b>	<b>10,735.78</b>	<b>4,757.22</b>	<b>30.71</b>
<b>Total Fund SL</b>	<b>LIGHTING DISTRICTS</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,046.88)</b>	<b>(1,142.78)</b>	<b>1,142.78</b>	<b>100.00</b>

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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund SS Type R	SANITARY SEWER Revenue						
SS.1030..241	SPECIAL ASSESSMENTS..PURDY/MOBIL E ROAD	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00
Total Type R	Revenue	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00

**TOWN OF CANANDAIGUA**  
**Revenue / Expense Control Report**

Fiscal Year: 2016 Period From: 10 To: 10

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund SS</b>	<b>SANITARY SEWER</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9710</b>							
SS.9710.600.241	SERIAL BONDS.PRINCIPAL.PURDY/MO BILE RD SEWER PROJECT	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00
SS.9710.700.241	SERIAL BONDS.INTEREST.PURDY/MOBILE RD SEWER PROJECT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9710</b>		<b>18,210.00</b>	<b>18,210.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,210.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>18,210.00</b>	<b>18,210.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,210.00</b>	<b>100.00</b>
<b>Total Fund SS</b>	<b>SANITARY SEWER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,210.00</b>	<b>(18,210.00)</b>	<b>100.00</b>

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# TOWN OF CANANDAIGUA

## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund TE	PRIVATE PURPOSE TRUST-CEMETARY						
Type R	Revenue						
TE.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	100.00
TE.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	100.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	100.00
Total Fund TE	PRIVATE PURPOSE TRUST-CEMETARY	0.00	0.00	0.00	0.00	0.00	100.00

## Fiscal Year: 2016 Period From: 10 To: 10

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
Fund V Type R	DEBT SERVICE Revenue						
V.2401..10	INTEREST & EARNINGS.ROUTE 332	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..11	INTEREST & EARNINGS.MCINTYRE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..12	INTEREST & EARNINGS.CDGA-BRISTOL WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..14	INTEREST & EARNINGS.COUNTY RD 30 EXT #36	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..16	INTEREST & EARNINGS.HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..20	INTEREST & EARNINGS.SALT STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..3	INTEREST & EARNINGS.EXTENSION #13	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..4	INTEREST & EARNINGS.PARRISH STREET EXTENSION	0.00	0.00	0.00	0.00	0.00	100.00
V.2401..7	INTEREST & EARNINGS.HOPKINS-GIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	100.00

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## Revenue / Expense Control Report

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rem. Balance
<b>Fund V</b>	<b>DEBT SERVICE</b>						
<b>Type E</b>	<b>Expense</b>						
<b>Function 9901</b>							
V.9901.900.10	INTERFUND TRANSFER...ROUTE 332	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.11	INTERFUND TRANSFER...MCINTYRE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.12	INTERFUND TRANSFER...CDGA-BRISTOL WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.14	INTERFUND TRANSFER...COUNTY RD 30 EXT #36	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.16	INTERFUND TRANSFER...HICKOX ROAD WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.20	INTERFUND TRANSFER...SALT STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.3	INTERFUND TRANSFER...EXTENSION #13	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.4	INTERFUND TRANSFER...PARRISH STREET EXTENSION	0.00	0.00	0.00	0.00	0.00	100.00
V.9901.900.7	INTERFUND TRANSFER...HOPKINS-GIMBLE WATER DISTRICT	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total Function 9901</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Total Type E</b>	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Total Fund V</b>	<b>DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Grand Total</b>		<b>0.00</b>	<b>(19,522.74)</b>	<b>645,826.36</b>	<b>1,344,118.38</b>	<b>(1,363,641.12)</b>	<b>(6,784.89)</b>

## CLIENT MEMO

To: Canandaigua Town Board Date: November 4, 2016

Client: Town of Canandaigua

From: Bob Fox and Tina DeNigro

October 2016 Revenue/Expense Control Report for Board

We are providing you with the October 2016 Revenue/Expense Control Reports as of October 31, 2016.

### EXECUTIVE SUMMARY

#### BALANCE SHEET

- Bank statements have been reviewed and reconciled as of October 31, 2016

#### REVENUES

- Receipts recorded on the Daily cash sheet totaled \$1,450,243.54 and included the following receipts:
  - Town Clerk - \$36,368.12 - including \$9,827.99 in water revenues, \$8,306 in park rent, \$10,242.94 in site development and several other normal revenues
  - Town Justice receipts of \$31,852
  - Development Office - \$7,440.50 applied against accounts receivable.
  - NYS Sales Tax - \$1,130,858.73
  - DEC Grant for Street Sweeper - \$120,000.00
  - V/O E. Bloomfield Portion of Street Sweeper - \$60,000.00
  - City of Canandigua School Reimb - \$43,301.00
  - Other - \$20,423.19

#### EXPENDITURES

- We would expect the available balances in each fund to be about 16.70% at the end of October
  - General Fund -- Expenditures to date are \$1,969,198.23 against a budget of \$3,689,690 which leaves 46.63% available.
  - Highway Fund -- Expenditures to date are \$3,452,310.16 against a budget of \$4,523,134 which leaves 23.67% available.
  - Water Fund -- Expenditures to date are \$796,161.45 against a budget of \$1,246,147 which leaves 36.11% available.



TOWN OF CANANDAIGUA  
CASH SUMMARY  
October 31, 2016

FUND #	No.	FUND ACCOUNT	10/31/2016 BALANCES	PETTY CASH	CNB #4328 DIST. ACCT.	CNB #4476 INVEST ACCT.	CNB #4670 PARKS FUND	CNB #0130 PURDY ROAD	CNB #4425 TRUST & AGENCY
A	200	CASH - CHECKING	8,255.32		8,255.32				
A	202	CASH - INVESTMENTS	3,652,923.46			3,652,923.46			
A	210	PETTY CASH	250.00	250.00					
A	230	CASH - C/T RESERVE - INVESTMENT	-						
A	231	CASH - CONTINGENT/TAX RESERVE	535,000.00			535,000.00			
A	232	CASH - REPAIR RESERVE - INVESTMENT	155,000.00			155,000.00			
A	233	CASH - TECHNOLOGY RESERVE- INVESTMENT	57,402.97			57,402.97			
A	234	CASH - OPEN SPACE RESERVE - INVESTMENT	600,000.00			600,000.00			
A	235	CASH - NYS EMPLOYEE SYST RES. - INVESTMENT	225,000.00			225,000.00			
CM	201	CASH	731,261.32				731,261.32		
D	200	CASH - CHECKING	-						
D	202	CASH - INVESTMENTS	838,895.63			838,895.63			
D	230	CASH - HIGHWAY EQUIP. RESERVE - INVESTMENTS	375,000.00			375,000.00			
D	231	CASH - HIGHWAY EQUIP. RESERVE	-						
D	232	CASH - HIGHWAY IMP. RES. - INVESTMENTS	375,000.00			375,000.00			
D	233	CASH - HIGHWAY IMP. RES.	-						
D	235	CASH - SNOW/ICE RM/RD REPAIR RESERVE	200,000.00			200,000.00			
F	200	CASH - CHECKING	(36.00)		(36.00)				
F	202	CASH - INVESTMENTS	1,136,463.21			1,136,463.21			
H	200	CASH - CHECKING	-						
H	201.251	CASH - PURDY EFC	116,106.65					116,106.65	
H	202.17	CASH - OUTHOUSE PARK	-						
H	202.NOTT	CASH - NDTT ROAD CAPITAL PROJECT	38,066.05			38,066.05			
S	200	CASH - CHECKING	-						
S	202.241	CASH - INVESTMENTS - NOTT RD. EXT. #6 WATER	2,103.52			2,103.52			
S	202.241A	CASH - INVESTMENTS - ANDREWS-NORTH RD WATER	(380.34)			(380.34)			
S	202.241B	CASH - INVESTMENTS - CANADAIGUA-FARMINGTON WATER	(2,156.92)			(2,156.92)			
S	202.243	CASH - INVESTMENTS - EXT. 8 WEST LAKE SOUTH	6,815.33			6,815.33			
S	202.244	CASH - INVESTMENTS - EXT. 9 CRAMER RD. WATER	489.34			489.34			
S	202.245	CASH - INVESTMENTS - PARRISH STREET WATER	(1,096.00)			(1,096.00)			
S	202.245A	CASH - INVESTMENTS - WEST LAKE WATER (BENEFIT BASIS)	19,191.25			19,191.25			
S	202.245.B	CASH - INVESTMENTS - MCINTYRE RD. WATER	6,642.19			6,642.19			
S	202.246	CASH - INVESTMENTS - EXT. 10 WYFELLS RD.	(8,384.24)			(8,384.24)			
S	202.246A	CASH - INVESTMENTS - CANADAIGUA-BRISTOL JOINT WATER	91,632.41			91,632.41			
S	202.246B	CASH - INVESTMENTS - EMERSON ALLEN TL RD. WATER	(5.47)			(5.47)			
S	202.247	CASH - INVESTMENTS - CANADAIGUA CONSOLIDATED	14,266.63			14,266.63			
S	202.247A	CASH - INVESTMENTS - EXT. 11 ADAMS RD. WATER	(4,880.99)			(4,880.99)			
S	202.247.B	CASH - INVESTMENTS - EXT. 36 COUNTY RD. #30 WATER	92,304.28			92,304.28			
S	202.248	CASH - INVESTMENTS -RISSER RD. WATER	365.67			365.67			
S	202.248A	CASH - INVESTMENTS - HOPKINS-GRIMBLE WATER	19,894.59			19,894.59			
S	202.248C	CASH - INVESTMENTS - CANADAIGAU HOPEWELL WATER	4,619.72			4,619.72			
S	202.249	CASH - INVESTMENTS - PARRISH RD. EXT. WATER	18,426.46			18,426.46			
S	202.249A	CASH - INVESTMENTS - NOTT RD. EXT. #40 WATER	3,197.46			3,197.46			
SD	200	CASH - CHECKING	-						
SD	202.241	CASH - INVESTMENTS - RT. 332 DRAINAGE	163,290.12			163,290.12			
SD	202.241A	CASH - INVESTMENTS - LAKEWOOD MEADOWS DRAINAGE	24,759.56			24,759.56			
SD	202.243	CASH - INVESTMENTS - ASHTON DRAINAGE	17,191.71			17,191.71			
SD	202.244	CASH - INVESTMENTS - FOX RIDGE DRAINAGE	29,130.06			29,130.06			
SD	202.245	CASH - INVESTMENTS - LANDINGS DRAINAGE	9,423.87			9,423.87			
SD	202.246	CASH - INVESTMENTS - OLD BROOKSIDE DRAINAGE	12,991.08			12,991.08			
SD	202.247	CASH - INVESTMENTS - LAKESIDE ESTATES DRAINAGE	6,490.54			6,490.54			
SD	202.248	CASH - INVESTMENTS - WATERFIRD POINT DRAINAGE	13,347.57			13,347.57			
SD	202.249	CASH - INVESTMENTS - STABLEGATE DRAINAGE	18,073.73			18,073.73			
SF	200	CASH - CHECKING	-						
SF	202.241	CASH - INVESTMENTS - FIRE PROTECTION DISTRICT	106,763.71			106,763.71			
SL	200	CASH - CHECKING	-						
SL	202.241	CASH - INVESTMENTS - CENTERPOINT LIGHTING	3,944.38			3,944.38			
SL	202.242	CASH - INVESTMENTS - FOX RIDGE LIGHTING	6,895.72			6,895.72			
SL	202.243	CASH - INVESTMENTS - LANDINGS LIGHTING	5,369.18			5,369.18			
SL	202.244	CASH - INVESTMENTS - LAKEMEADOW LIGHTING	9,292.16			9,292.16			
SL	202.245	CASH - INVESTMENTS - FALLBROOK PARK LIGHTING	8,200.07			8,200.07			
SS	202.241	CASH - INVESTMENTS - PURDY ROAD SEWER	18,210.00			18,210.00			
TA	200	CASH	261,308.62						261,308.62
TE	202	CASH - INVESTMENTS	75,586.69			75,586.69			
V	202.3	CASH - INVESTMENTS - Parrish Rd. Ext. #13	3,100.39			3,100.39			
			10,101,002.66	250.00	8,219.32	8,983,856.75	731,261.32	116,106.65	261,308.62
BANK STATEMENT BALANCES			10,103,651.67	250.00	10,244.19	8,983,859.75	731,261.32	116,106.65	261,929.76
DEPOSITS IN TRANSIT			-						
OUTSTANDING CHECKS (Schedule attached)			(2,649.01)		(2,024.87)	0.00			(624.14)
IDENTIFIED DIFFERENCES TO BE ADJUSTED			-			(3.00)			3.00
OUTSTANDING TRANSFER			-						
BALANCE ON KVS BOOK			10,101,002.66	250.00	8,219.32	8,983,856.75	731,261.32	116,106.65	261,308.62
DIFFERENCE			-	-	0.00	-	-	-	-

Bank reconciliation prepared by EFPR Solutions, reviewed by Tina DeNigro & Bob Fox

TOWN OF CANANDAIGUA  
OUTSTANDING CHECKS  
October 31, 2016

DISBURSEMENTS ACCOUNT		
10/31/2016		
CK. NO.	AMOUNT	CLEARED
5583	54.00	
5981	100.00	
7001	119.99	
7857	919.00	
8019	46.90	
8036	150.00	
8125	100.00	
8139	60.00	
8157	431.00	
8171	120.00	
8207	25.98	

PAYROLL		
10/31/2016		
CK. #	AMOUNT	CLEARED
15678	196.89	
2342	89.95	
16026	25.00	
16038	75.00	
16244	59.50	
16246	76.15	
16251	59.50	
16253	76.15	

SC (68.00)  
SC (34.00)

2,024.87

(34.00) NSF

624.14



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

**FINANCIAL SUMMARY AS OF 10-31-16**

xxxxxxxx4328	Municipal Choice Checking	\$	10,244.19
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Convenient solutions to ensure you have the best banking experience.  
CNBank.com/ConvenienceBanking.

**Municipal Choice Checking**

ACCOUNT: xxxxxxxx4328

STATEMENT PERIOD FROM 10-01-16 THROUGH 10-31-16

STARTING BALANCE		16,238.25
DEPOSITS	+	630,804.96
CHECKS & WITHDRAWALS	-	636,799.02
MAINTENANCE FEES	-	.00
ENDING BALANCE	=	10,244.19

**DAILY BALANCE/TRANSACTIONS**

DATE	DESCRIPTION	WITHDRAWALS	DEPOSITS	BALANCE
10-01	Starting Balance			16,238.25
10-03	Check-Inclearings 8033	85.00		16,153.25
10-03	Check-Inclearings 8079	117.12		16,036.13
10-03	Check 8018	1,100.00		14,936.13
10-04	Check-Inclearings 8021	501.48		14,434.65
10-05	Check 8092	450.00		13,984.65
10-05	Check-Inclearings 8107	278.56		13,706.09
10-05	Check-Inclearings 8083	2,000.00		11,706.09
10-05	Check 8054	237.40		11,468.69
10-12	Deposit October 11 Utility Abstract General		8,469.88	19,938.57
10-12	Deposit October 11 Utility Abstract Highway		47.68	19,986.25
10-12	Deposit October 11 Utility Abstract Water		5,263.39	25,249.64
10-12	Deposit October 11 Utility Abstract Lighting		1,046.88	26,296.52
10-17	Check-Inclearings 8119	992.50		25,304.02
10-18	Check-Inclearings 8121	604.60		24,699.42

**DAILY BALANCE/TRANSACTIONS (cont.)**

DATE	DESCRIPTION	WITHDRAWALS	DEPOSITS	BALANCE
10-18	Check-Inclearings 8118	819.29		23,880.13
10-18	Check-Inclearings 8120	11,737.90		12,142.23
10-19	Check-Inclearings 8101	78.65		12,063.58
10-19	Check-Inclearings 8117	673.54		11,390.04
10-19	Deposit Oct Abstract General		119,940.77	131,330.81
10-19	Deposit Oct Abstract Highway		312,250.16	443,580.97
10-19	Deposit Oct Abstract Water		183,786.20	627,367.17
10-20	Check-Inclearings 8131	636.50		626,730.67
10-21	Check-Inclearings 8126	75.00		626,655.67
10-21	Check-Inclearings 8215	477.45		626,178.22
10-21	Check 8198	288.00		625,890.22
10-21	Check 8164	2,464.00		623,426.22
10-21	Check 8172	905.75		622,520.47
10-21	Check - Memo Post 8156	445.23		622,075.24
10-21	Check - Memo Post 8135	1,054.52		621,020.72
10-24	Check 8184	1,425.50		619,595.22
10-24	Check-Inclearings 8137	15.64		619,579.58
10-24	Check-Inclearings 8209	26.76		619,552.82
10-24	Check-Inclearings 8124	27.78		619,525.04
10-24	Check-Inclearings 8187	49.96		619,475.08
10-24	Check-Inclearings 8192	61.30		619,413.78
10-24	Check-Inclearings 8123	76.69		619,337.09
10-24	Check-Inclearings 8158	79.00		619,258.09
10-24	Check-Inclearings 8206	83.79		619,174.30
10-24	Check-Inclearings 8138	87.84		619,086.46
10-24	Check-Inclearings 8147	94.80		618,991.66
10-24	Check-Inclearings 8078	175.00		618,816.66
10-24	Check-Inclearings 8165	205.00		618,611.66
10-24	Check-Inclearings 8205	357.42		618,254.24
10-24	Check-Inclearings 8162	440.00		617,814.24
10-24	Check-Inclearings 8134	674.76		617,139.48
10-24	Check-Inclearings 8167	721.82		616,417.66
10-24	Check-Inclearings 8190	1,200.00		615,217.66
10-24	Check-Inclearings 8127	1,592.45		613,625.21
10-24	Check-Inclearings 8141	1,922.66		611,702.55
10-24	Check-Inclearings 8177	1,947.97		609,754.58
10-24	Check-Inclearings 8142	2,000.00		607,754.58
10-24	Check-Inclearings 8143	2,082.79		605,671.79
10-24	Check-Inclearings 8159	2,661.20		603,010.59
10-24	Check-Inclearings 8191	5,213.00		597,797.59
10-24	Check-Inclearings 8154	11,587.83		586,209.76
10-24	Check-Inclearings 8144	20,007.87		566,201.89
10-24	Check-Inclearings 8174	23,713.14		542,488.75
10-24	Check-Inclearings 8212	33,755.00		508,733.75
10-24	Check-Inclearings 8200	613.86		508,119.89
10-24	Check-Inclearings 8197	19.30		508,100.59
10-24	Check-Inclearings 8214	40.99		508,059.60
10-24	Check-Inclearings 8217	606.30		507,453.30
10-24	Check 8189	100.00		507,353.30
10-24	Check 8201	206.37		507,146.93
10-24	Check - Memo Post 8133	165,120.67		342,026.26
10-25	Check 8153	102.08		341,924.18
10-25	Check-Inclearings 8173	31.45		341,892.73
10-25	Check-Inclearings 8163	67.97		341,824.76
10-25	Check-Inclearings 8181	93.98		341,730.78
10-25	Check-Inclearings 8213	110.16		341,620.62
10-25	Check-Inclearings 8182	140.00		341,480.62

**DAILY BALANCE/TRANSACTIONS (cont.)**

DATE	DESCRIPTION	WITHDRAWALS	DEPOSITS	BALANCE
10-25	Check-Inclearings 8195	153.37		341,327.25
10-25	Check-Inclearings 8148	192.50		341,134.75
10-25	Check-Inclearings 8196	224.99		340,909.76
10-25	Check-Inclearings 8130	250.10		340,659.66
10-25	Check-Inclearings 8178	295.00		340,364.66
10-25	Check-Inclearings 8185	460.51		339,904.15
10-25	Check-Inclearings 8122	995.00		338,909.15
10-25	Check-Inclearings 8129	1,000.00		337,909.15
10-25	Check-Inclearings 8132	1,643.78		336,265.37
10-25	Check-Inclearings 8136	1,692.07		334,573.30
10-25	Check-Inclearings 8150	3,000.00		331,573.30
10-25	Check-Inclearings 8193	5,000.00		326,573.30
10-25	Check-Inclearings 8176	6,331.58		320,241.72
10-25	Check-Inclearings 8155	30,981.65		289,260.07
10-25	Check-Inclearings 8204	178,390.54		110,869.53
10-25	Check-Inclearings 8208	185.30		110,684.23
10-25	Check-Inclearings 8194	2,385.17		108,299.06
10-25	Descriptive Withdrawal Deposit correction of 8/5/2016	1,707.83		106,591.23
10-25	Check - Memo Post 8169	433.71		106,157.52
10-26	Check-Inclearings 8145	18.76		106,138.76
10-26	Check-Inclearings 8166	28.90		106,109.86
10-26	Check-Inclearings 8168	44.00		106,065.86
10-26	Check-Inclearings 8210	79.20		105,986.66
10-26	Check-Inclearings 8175	454.80		105,531.86
10-26	Check-Inclearings 8199	735.60		104,796.26
10-26	Check-Inclearings 8161	761.00		104,035.26
10-26	Check-Inclearings 8160	1,269.35		102,765.91
10-26	Check-Inclearings 8149	1,305.00		101,460.91
10-26	Check-Inclearings 8179	1,960.00		99,500.91
10-26	Check-Inclearings 8152	4,062.71		95,438.20
10-26	Check-Inclearings 8202	7,968.00		87,470.20
10-26	Check-Inclearings 8203	13,786.00		73,684.20
10-26	Check 8218	20.00		73,664.20
10-26	Check 8146	25.68		73,638.52
10-26	Check - Memo Post 8211	138.77		73,499.75
10-27	Check-Inclearings 8140	52.00		73,447.75
10-27	Check-Inclearings 8170	250.00		73,197.75
10-27	Check-Inclearings 8180	330.00		72,867.75
10-27	Check-Inclearings 8183	50,600.00		22,267.75
10-27	Check 8128	4,400.00		17,867.75
10-28	Check-Inclearings 8188	135.00		17,732.75
10-28	Check 8151	54.00		17,678.75
10-31	Check-Inclearings 8216	234.56		17,444.19
10-31	Check-Inclearings 8186	7,200.00		10,244.19

**CHECKS**

(\* INDICATES A BREAK IN CHECK NUMBER SEQUENCE, (E) INDICATES AN ELECTRONIC CHECK)

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
10-03	8018 *	1,100.00	10-05	8083 *	2,000.00	10-17	8119	992.50
10-04	8021 *	501.48	10-05	8092 *	450.00	10-18	8120	11,737.90
10-03	8033 *	85.00	10-19	8101 *	78.65	10-18	8121	604.60
10-05	8054 *	237.40	10-05	8107 *	278.56	10-25	8122	995.00
10-24	8078	175.00	10-19	8117	673.54	10-24	8123	76.69
10-03	8079 *	117.12	10-18	8118	819.29	10-24	8124 *	27.78

**CHECKS (cont.)**

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
10-21	8126	75.00	10-24	8158	79.00	10-24	8189	100.00
10-24	8127	1,592.45	10-24	8159	2,661.20	10-24	8190	1,200.00
10-27	8128	4,400.00	10-26	8160	1,269.35	10-24	8191	5,213.00
10-25	8129	1,000.00	10-26	8161	761.00	10-24	8192	61.30
10-25	8130	250.10	10-24	8162	440.00	10-25	8193	5,000.00
10-20	8131	636.50	10-25	8163	67.97	10-25	8194	2,385.17
10-25	8132	1,643.78	10-21	8164	2,464.00	10-25	8195	153.37
10-24	8133	165,120.67	10-24	8165	205.00	10-25	8196	224.99
10-24	8134	674.76	10-26	8166	28.90	10-24	8197	19.30
10-21	8135	1,054.52	10-24	8167	721.82	10-21	8198	288.00
10-25	8136	1,692.07	10-26	8168	44.00	10-26	8199	735.60
10-24	8137	15.64	10-25	8169	433.71	10-24	8200	613.86
10-24	8138 *	87.84	10-27	8170 *	250.00	10-24	8201	206.37
10-27	8140	52.00	10-21	8172	905.75	10-26	8202	7,968.00
10-24	8141	1,922.66	10-25	8173	31.45	10-26	8203	13,786.00
10-24	8142	2,000.00	10-24	8174	23,713.14	10-25	8204	178,390.54
10-24	8143	2,082.79	10-26	8175	454.80	10-24	8205	357.42
10-24	8144	20,007.87	10-25	8176	6,331.58	10-24	8206 *	83.79
10-26	8145	18.76	10-24	8177	1,947.97	10-25	8208	185.30
10-26	8146	25.68	10-25	8178	295.00	10-24	8209	26.76
10-24	8147	94.80	10-26	8179	1,960.00	10-26	8210	79.20
10-25	8148	192.50	10-27	8180	330.00	10-26	8211	138.77
10-26	8149	1,305.00	10-25	8181	93.98	10-24	8212	33,755.00
10-25	8150	3,000.00	10-25	8182	140.00	10-25	8213	110.16
10-28	8151	54.00	10-27	8183	50,600.00	10-24	8214	40.99
10-26	8152	4,062.71	10-24	8184	1,425.50	10-21	8215	477.45
10-25	8153	102.08	10-25	8185	460.51	10-31	8216	234.56
10-24	8154	11,587.83	10-31	8186	7,200.00	10-24	8217	606.30
10-25	8155	30,981.65	10-24	8187	49.96	10-26	8218	20.00
10-21	8156 *	445.23	10-28	8188	135.00			



Town of Canandaigua  
Trust and Agency  
5440 State Route 5 And 20  
Canandaigua NY 14424-9327

FINANCIAL SUMMARY AS OF 10-31-16			
xxxxxxx4425	Municipal Choice Checking	\$	261,929.76

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## Municipal Choice Checking

ACCOUNT: xxxxxxxx4425

STATEMENT PERIOD FROM 10-01-16 THROUGH 10-31-16

STARTING BALANCE		261,199.47
DEPOSITS	+	174,537.63
CHECKS & WITHDRAWALS	-	173,807.34
MAINTENANCE FEES	-	.00
ENDING BALANCE	=	261,929.76

## DAILY BALANCE/TRANSACTIONS

DATE	DESCRIPTION	WITHDRAWALS	DEPOSITS	BALANCE
10-01	Starting Balance			261,199.47
10-03	Check 16232	203.71		260,995.76
10-03	Check 16234	69.26		260,926.50
10-03	Electronic Withdrawal 9102716322 - CONS COLL	16.46		260,910.04
10-03	Electronic Withdrawal 9102716322 - CONS COLL	2,876.24		258,033.80
10-03	Check-Inclearings 16240	163.20		257,870.60
10-03	Check-Inclearings 16239	406.00		257,464.60
10-03	Check-Inclearings 16237	520.00		256,944.60
10-03	Check 16227	57.71		256,886.89
10-04	Check-Inclearings 16230	415.80		256,471.09
10-04	Check-Inclearings 16235	1,717.73		254,753.36
10-04	Check 16226	57.71		254,695.65
10-04	Descriptive Deposit		4,403.68	259,099.33
10-04	Descriptive Deposit		406.17	259,505.50
10-04	Descriptive Deposit		333.21	259,838.71

**DAILY BALANCE/TRANSACTIONS (cont.)**

DATE	DESCRIPTION	WITHDRAWALS	DEPOSITS	BALANCE
10-05	Check-Inclearings 16229	188.39		259,650.32
10-05	Check 16225	57.71		259,592.61
10-05	Check - Memo Post 16233	69.26		259,523.35
10-06	Eff. 10-05 Electronic Withdrawal BENEFIT RESOURCE BENEFIT PLAN FUNDS - BRI XFER 166002197	27.66		259,495.69
10-11	Check-Inclearings 16214	163.58		259,332.11
10-11	Eff. 10-10 Electronic Withdrawal BENEFIT RESOURCE BENEFIT PLAN FUNDS - BRI XFER 166002197	47.46		259,284.65
10-12	Electronic Withdrawal TOWN OF CANANDAI 2570 *0915514393 - TAX	24,299.35		234,985.30
10-12	Electronic Withdrawal TOWN OF CANANDAI 2570 *0508066854 - NET=PAY	54,502.97		180,482.33
10-13	Deposit PR 21 General		43,034.99	223,517.32
10-13	Deposit PR 21 Highway		37,210.22	260,727.54
10-13	Deposit PR 21 Water		5,020.05	265,747.59
10-14	Check 16241	712.77		265,034.82
10-18	Check-Inclearings 16219	59.50		264,975.32
10-18	Check-Inclearings 16236	59.50		264,915.82
10-18	Check-Inclearings 16245	520.00		264,395.82
10-18	Check-Inclearings 16243	1,751.40		262,644.42
10-18	Check 16242	67.91		262,576.51
10-19	Check-Inclearings 16248	163.20		262,413.31
10-19	Check-Inclearings 16247	406.00		262,007.31
10-20	Check-Inclearings 16238	76.15		261,931.16
10-20	Check-Inclearings 16221	76.15		261,855.01
10-20	Check 16231	188.39		261,666.62
10-20	Descriptive Deposit		4,686.00	266,352.62
10-20	Descriptive Deposit		900.02	267,252.64
10-20	Descriptive Deposit		666.42	267,919.06
10-21	Check-Inclearings 16228	490.08		267,428.98
10-21	Eff. 10-20 Electronic Withdrawal BENEFIT RESOURCE BENEFIT PLAN FUNDS - BRI XFER 166002197	19.31		267,409.67
10-24	Check-Inclearings 2405	547.30		266,862.37
10-24	Check-Inclearings 2406	4,807.92		262,054.45
10-24	Eff. 10-21 Electronic Withdrawal BENEFIT RESOURCE BENEFIT PLAN FUNDS - BRI XFER 166002197	25.00		262,029.45
10-25	Deposit PR 22 General		42,313.44	304,342.89
10-25	Deposit PR 22 Highway		30,574.53	334,917.42
10-25	Deposit PR 22 Water		4,988.90	339,906.32
10-25	Eff. 10-24 Electronic Withdrawal BENEFIT RESOURCE BENEFIT PLAN FUNDS - BRI XFER 166002197	8.27		339,898.05
10-26	Electronic Withdrawal TOWN OF CANANDAI 2570 *0157253784 - TAX	21,540.75		318,357.30
10-26	Electronic Withdrawal TOWN OF CANANDAI 2570 *1243979108 - NET=PAY	50,205.43		268,151.87
10-27	Check 16249	712.77		267,439.10
10-28	Eff. 10-27 Electronic Withdrawal BENEFIT RESOURCE BENEFIT PLAN FUNDS - BRI XFER 166002197	20.00		267,419.10
10-31	Electronic Withdrawal 9102716322 - CONS COLL	2,891.93		264,527.17
10-31	Check-Inclearings 16255	162.18		264,364.99
10-31	Check-Inclearings 16252	520.00		263,844.99
10-31	Check-Inclearings 16250	1,509.23		262,335.76
10-31	Check-Inclearings 16254	406.00		261,929.76



**CHECKS**

(\* INDICATES A BREAK IN CHECK NUMBER SEQUENCE, (E) INDICATES AN ELECTRONIC CHECK)

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
10-24	2405	547.30	10-20	16231	188.39	10-18	16242	67.91
10-24	2406 *	4,807.92	10-03	16232	203.71	10-18	16243 *	1,751.40
10-11	16214 *	163.58	10-05	16233	69.26	10-18	16245 *	520.00
10-18	16219 *	59.50	10-03	16234	69.26	10-19	16247	406.00
10-20	16221 *	76.15	10-04	16235	1,717.73	10-19	16248	163.20
10-05	16225	57.71	10-18	16236	59.50	10-27	16249	712.77
10-04	16226	57.71	10-03	16237	520.00	10-31	16250 *	1,509.23
10-03	16227	57.71	10-20	16238	76.15	10-31	16252 *	520.00
10-21	16228	490.08	10-03	16239	406.00	10-31	16254	406.00
10-05	16229	188.39	10-03	16240	163.20	10-31	16255	162.18
10-04	16230	415.80	10-14	16241	712.77			



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

**FINANCIAL SUMMARY AS OF 10-31-16**

xxxxxxx4476      Municipal Choice Savings      \$    8,983,859.75

Convenient solutions to ensure you have the best banking experience.  
[CNBank.com/ConvenienceBanking](http://CNBank.com/ConvenienceBanking).

**Municipal Choice Savings**

**ACCOUNT: xxxxxxxx4476**

STATEMENT PERIOD FROM 10-01-16 THROUGH 10-31-16

STARTING BALANCE		8,345,387.39
DEPOSITS	+	1,432,419.45
WITHDRAWALS	-	793,947.09
MAINTENANCE FEES	-	.00
ENDING BALANCE	=	8,983,859.75

**DEPOSITS**

DATE	DESCRIPTION	AMOUNT
10-04	Descriptive Deposit	60,000.00
10-04	Descriptive Deposit	43,301.00
10-04	Descriptive Deposit	36,368.12
10-04	Descriptive Deposit	855.00
10-04	Descriptive Deposit	586.25
10-20	Descriptive Deposit	17,203.00
10-20	Descriptive Deposit	14,649.00
10-20	Descriptive Deposit	6,049.50
10-20	Descriptive Deposit	760.00
10-20	Descriptive Deposit	681.44
10-25	Descriptive Deposit	1,130,858.73
10-25	Descriptive Deposit	120,000.00
10-25	Descriptive Deposit	488.50
10-27	Descriptive Deposit	47.50

**DEPOSITS (cont.)**

DATE	DESCRIPTION	AMOUNT
10-31	Credit Interest	571.41

---

**WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
10-12	Withdrawal October 11 Utility Abstract General	8,469.88
10-12	Withdrawal October 11 Utility Abstract Highway	47.68
10-12	Withdrawal October 11 Utility Abstract Water	5,263.39
10-12	Withdrawal October 11 Utility Abstract Lighting	1,046.88
10-13	Withdrawal PR 21 General	43,034.99
10-13	Withdrawal PR 21 Highway	37,210.22
10-13	Withdrawal PR 21 Water	5,020.05
10-19	Withdrawal Oct Abstract General	119,940.77
10-19	Withdrawal Oct Abstract Highway	312,250.16
10-19	Withdrawal Oct Abstract Water	183,786.20
10-25	Withdrawal PR 22 General	42,313.44
10-25	Withdrawal PR 22 Highway	30,574.53
10-25	Withdrawal PR 22 Water	4,988.90

---

**ACCOUNT / INTEREST INFORMATION**

INTEREST PAID THIS YEAR      7,030.18

ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 10-01-16 THROUGH 10-31-16

ANNUAL PERCENTAGE YIELD EARNED	.08%
AVERAGE DAILY COLLECTED BALANCE	8,432,917.60
INTEREST EARNED	571.41



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

FINANCIAL SUMMARY AS OF 10-31-16		
xxxxxxx4670	Municipal Choice Savings	\$ 731,261.32

convenient solutions to ensure you have the best banking experience.  
[CNBank.com/ConvenienceBanking](http://CNBank.com/ConvenienceBanking).

## Municipal Choice Savings

ACCOUNT: xxxxxxxx4670

STATEMENT PERIOD FROM 10-01-16 THROUGH 10-31-16

STARTING BALANCE		724,211.82
DEPOSITS	+	7,049.50
WITHDRAWALS	-	.00
MAINTENANCE FEES	-	.00
ENDING BALANCE	=	731,261.32

## DEPOSITS

DATE	DESCRIPTION	AMOUNT
10-04	Descriptive Deposit	7,000.00
10-31	Credit Interest	49.50

## ACCOUNT / INTEREST INFORMATION

INTEREST PAID THIS YEAR 530.23

ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 10-01-16 THROUGH 10-31-16

ANNUAL PERCENTAGE YIELD EARNED	.08%
AVERAGE DAILY COLLECTED BALANCE	730,534.40
INTEREST EARNED	49.50

**TO CHANGE ADDRESS, COMPLETE THIS FORM, DETACH AND MAIL OR BRING TO  
THE BANK**

NAME	CITY
STREET	STATE ZIP
DATE	TELEPHONE
SIGNATURE	

1. Deduct any bank charges, such as check orders, service charges, electronic transactions, etc., from your check book register. Also, if applicable, add to your register interest paid to the account.

2. Enter the closing balance shown on this statement	\$																				
3. Enter any deposits or additions not shown on this statement																					
4. Add lines 2 and 3, enter total here.	\$																				
<div style="display: flex;"> <div style="width: 30%;">5. List any checks or withdrawals made which have not been deducted from this statement.</div> <table border="1" style="width: 60%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Number</th> <th style="width: 20%;">Amount</th> <th style="width: 20%;">Number</th> <th style="width: 20%;">Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> </div>	Number	Amount	Number	Amount																	
Number	Amount	Number	Amount																		
Total of checks or withdrawals <span style="float: right;">➔</span>	\$																				
6. Subtract line 5 from line 4, this should be your present checkbook balance.	\$																				

NOTE: If you need further assistance, please bring this statement to your banking office.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFT OR ATM TRANSACTIONS**

Please telephone or write us at the address shown below on the statement as soon as you can if you think your statement or receipt is wrong or if you need more information about your Electronic Funds Transfer (EFT) or Automatic Teller Machine (ATM) transactions on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**FOR LINE OF CREDIT CUSTOMERS**

**BILLING RIGHTS SUMMARY**

**In Case of Errors or Questions About Your Bill**

If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet of paper to the address shown at the base of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

rev. 08/14

**Call or send inquiries about your account to:**

**Canandaigua National Bank & Trust**

**72 South Main Street**

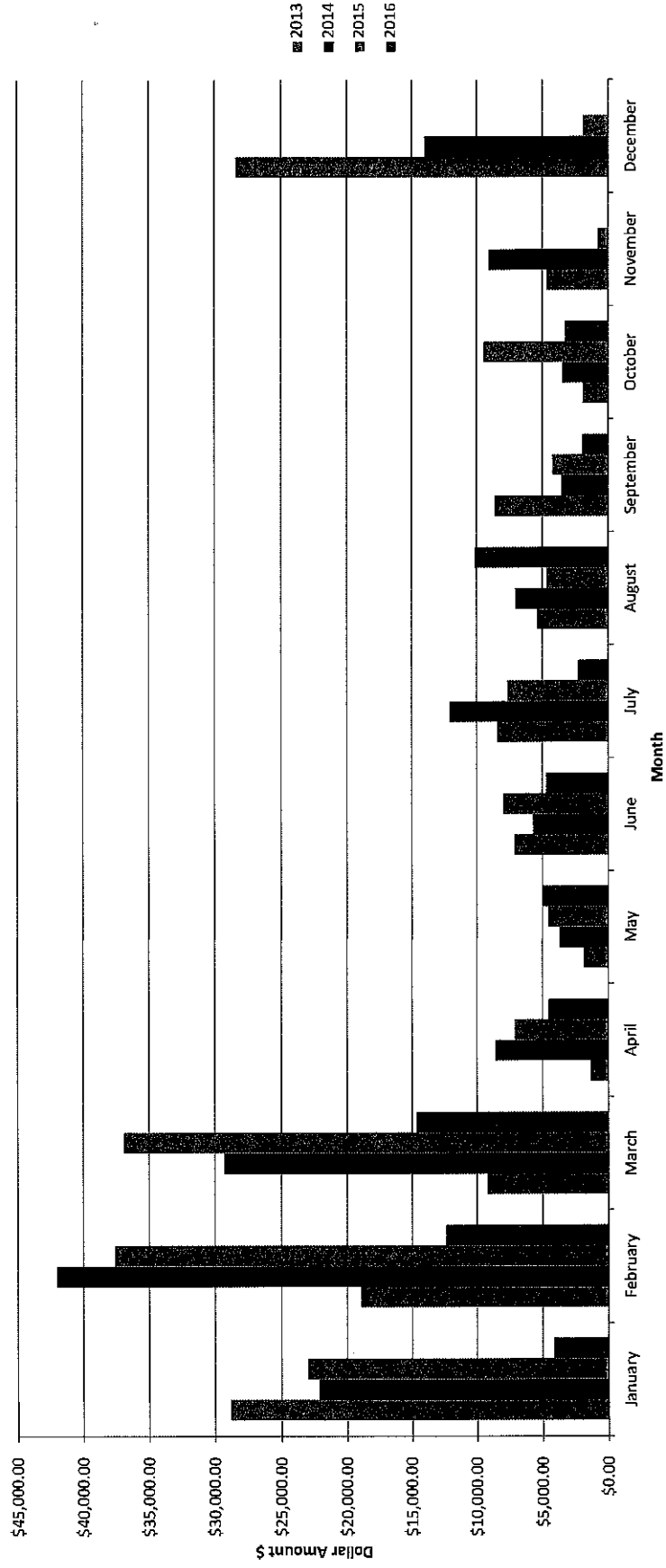
**Canandaigua, NY 14424**

**(585) 394-4260 or (800) 724-2621**



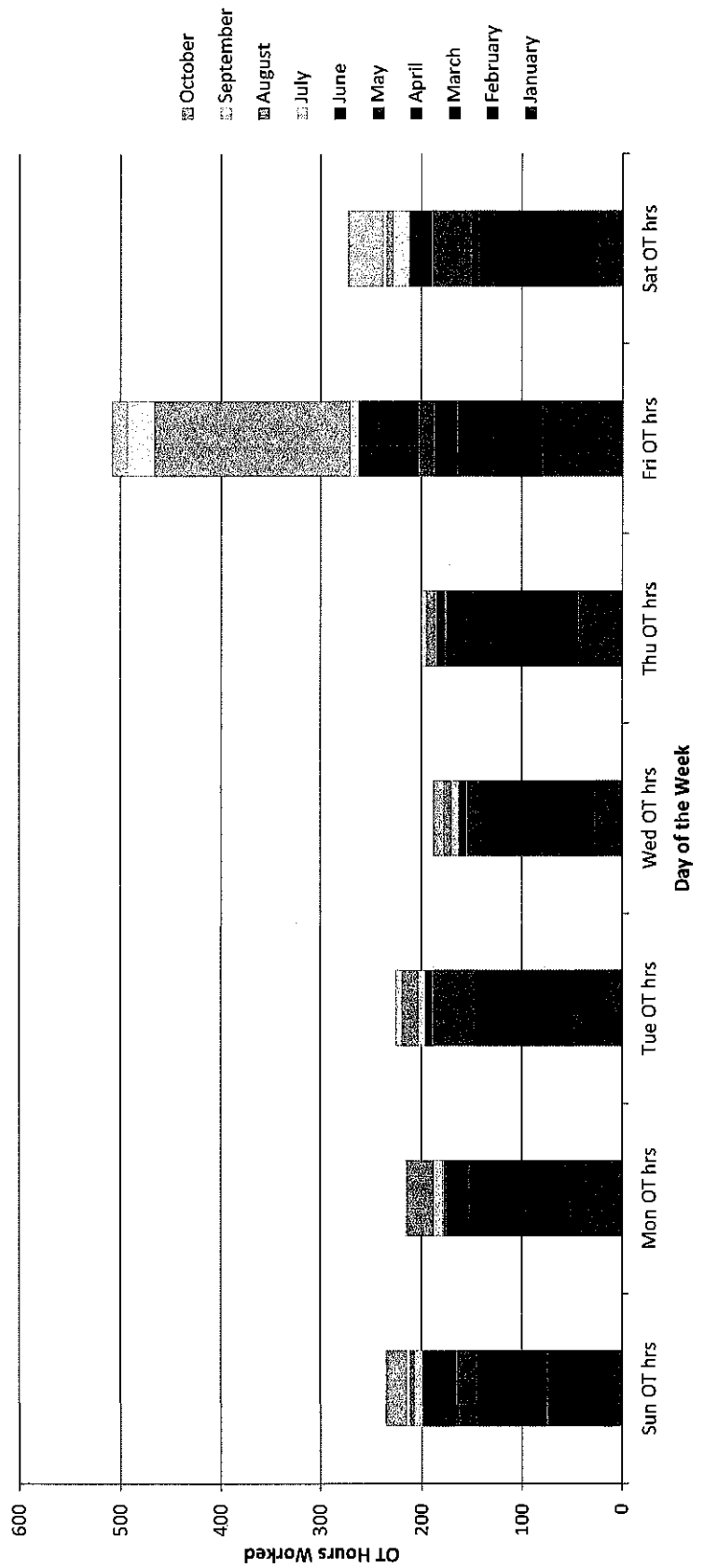
	2013	2014	2015	2016
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32
November	\$4,708.75	\$9,158.92	\$844.76	
December	\$28,423.96	\$14,038.96	\$1,957.16	

### Overtime Amounts for All Employees 2013-2016



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January	7.5	56.5	48	27.5	44.25	80	26.5
February	10	38.75	8.5	34.5	68.5	47.5	100
March	57.5	58	90.75	78	63.25	37	17.25
April	69.5	22	0	0	0	22	6
May	21	3.5	42	15	0.5	16	40
June	33.5	0.5	7.25	7.75	8.5	60	23
July	8	8	6.5	7	0.5	7.5	15.5
August	5	28	17.5	8.5	9.5	196.5	7
September	3	1.5	6.5	0	4	26	3
October	21.5	0.5	0	11	1	16.5	35.5
November							
December							
	236.50	217.25	227.00	189.25	200.00	509.00	273.75

## Highway Overtime Hours



**2016**  
**3rd QTR SALES TAX REVENUE**

Municipality	2014	2015	2016	% Change 2015-2016
<b><u>TOWNS</u></b>				
BRISTOL	194,994.28	197,553.65	196,517.54	-0.52%
CANADICE	193,058.22	195,928.59	194,163.20	-0.90%
CANANDAIGUA	1,120,535.36	1,142,214.41	1,130,858.73	-0.99%
EAST BLOOMFIELD	206,296.11	208,731.65	208,108.45	-0.30%
FARMINGTON	794,956.97	809,056.37	803,196.42	-0.72%
GENEVA	368,473.61	372,710.26	370,052.92	-0.71%
GORHAM	505,260.75	514,657.09	509,784.72	-0.95%
HOPEWELL	274,818.08	278,685.72	274,894.68	-1.36%
MANCHESTER	260,077.47	264,261.70	261,854.72	-0.91%
NAPLES	133,412.40	135,045.41	134,330.73	-0.53%
PHELPS	340,934.86	345,890.37	342,148.00	-1.08%
RICHMOND	367,496.08	371,407.67	367,981.84	-0.92%
SENECA	237,181.90	240,785.48	239,217.52	-0.65%
SOUTH BRISTOL	335,446.55	338,594.21	335,486.17	-0.92%
VICTOR	1,368,976.39	1,388,982.67	1,383,935.89	-0.36%
WEST BLOOMFIELD	187,542.92	190,464.57	189,342.42	-0.59%
<b>TOTAL TOWNS</b>	<b>6,889,461.95</b>	<b>6,994,969.82</b>	<b>6,941,873.95</b>	<b>-0.76%</b>
<b><u>VILLAGES</u></b>				
BLOOMFIELD	84,561.59	85,825.56	85,254.66	-0.67%
RUSHVILLE	11,738.29	11,920.26	11,912.38	-0.07%
MANCHESTER	87,913.16	89,375.09	88,293.44	-1.21%
SHORTSVILLE	73,908.48	75,159.68	74,303.73	-1.14%
CLIFTON SPRINGS	125,860.68	127,926.59	126,769.24	-0.90%
NAPLES	75,500.55	76,531.05	75,640.33	-1.16%
PHELPS	104,583.17	106,384.97	105,117.56	-1.19%
VICTOR	219,313.95	222,324.10	220,926.51	-0.63%
<b>TOTAL VILLAGES</b>	<b>783,379.87</b>	<b>795,447.30</b>	<b>788,217.85</b>	<b>-0.91%</b>
<b>TOTAL TOWNS &amp; VLGS</b>	<b>7,672,841.82</b>	<b>7,790,417.12</b>	<b>7,730,091.80</b>	<b>-0.77%</b>
<b><u>CITIES</u></b>				
CANANDAIGUA**	1,173,333.91	1,194,173.52	1,190,841.58	-0.28%
GENEVA**	816,819.10	836,337.59	833,157.31	-0.38%
<b>TOTAL CITIES</b>	<b>1,990,153.01</b>	<b>2,030,511.11</b>	<b>2,023,998.89</b>	<b>-0.32%</b>

\*\* includes the amount paid by  
NYS to cities under old method



# ATTACHMENT 3

November 14, 2016

TO: Town Board  
FR: Environmental Conservation Board  
RE: Monthly Report – November

The monthly meeting of the ECB was canceled in November due to lack agenda items. In addition, there were no referrals from the PRC nor the Town Board.

The ECB will prepare its Annual Report and 2017 Project Plan at our December meeting.

Respectfully submitted,

Joyce Marthaller, Chair

Environmental Conservation Board

# ATTACHMENT 4

## TOWN OF CANANDAIGUA FIRE AGREEMENT

### PARTIES TO THIS AGREEMENT

This agreement is made between the EAST BLOOMFIELD FIRE DISTRICT, located in the County of Ontario and State of New York, hereinafter referred to as the "EAST BLOOMFIELD FD" and the TOWN OF CANANDAIGUA, located in the County of Ontario and State of New York, hereinafter referred to as the "TOWN".

### TERM OF THIS AGREEMENT

This agreement shall commence on January 1, 2017 and continue through December 31, 2021.

### FIRE PROTECTION DISTRICT

The TOWN has established and is continuing the existence of the TOWN OF CANANDAIGUA FIRE PROTECTION DISTRICT, hereinafter referred to as "TOWN FIRE DISTRICT". Also, the TOWN desires that the "EAST BLOOMFIELD FD" provide adequate fire protection for the property owners residing in the portion of the TOWN FIRE DISTRICT designated on the attached map (Attachment # 1), including the list of street, road and highway addresses as shown on Attachment #2.

### CONSIDERATION FOR THE AGREEMENT

The "EAST BLOOMFIELD FD" shall provide adequate fire protection to the designated portion of the "TOWN FIRE DISTRICT." The parties agree the "EAST BLOOMFIELD FD" shall in no way be held responsible for its failure to extinguish a fire after reasonable effort.

The TOWN shall pay the "EAST BLOOMFIELD FD" the following prior to March 15 of each year:

2017: \$35,320.<sup>00</sup>  
2018: \$35,320.<sup>00</sup>  
2019: \$35,320.<sup>00</sup>  
2020: \$35,320.<sup>00</sup>  
2021: \$35,320.<sup>00</sup>

### SCOPE OF SERVICE

Fire protection shall be provided continuously, twenty-four (24) hours a day, seven (7) days a week. Adequate protection and utilization of manpower and equipment shall be determined and directed by the "EAST BLOOMFIELD FD" fire chief. The parties agree that the "EAST BLOOMFIELD FD" shall in no way be held responsible for the delay or failure in reaching the scene of a fire or the scene of an accident, calamity or other emergency because of impassable roads or other conditions over which it has no control.

### ANNUAL REPORTING

The annual written fire service report for the preceding year to be prepared by the "EAST BLOOMFIELD FD" and provided to the "TOWN" prior to the annual contract payment. This report is to include the date, time and nature of each fire call in the designated fire service area; the date, time and nature of each mutual aid call to other fire protection areas within the "TOWN FIRE DISTRICT"; and timeliness of the response, and description of the manpower and equipment responding to each call.

The "EAST BLOOMFIELD FD" is to provide the "TOWN" annually, prior to the contract payment date, an updated copy of the Ontario County Fire Department inventory for the "EAST BLOOMFIELD FD" listing all available equipment and that equipment designated for TOWN fire protection.

TERMINATION PROVISION

Either party hereto may cancel the Agreement on any anniversary date by written notice to the other not later than the preceding August 20.

EAST BLOOMFIELD HOLCOMB  
FIRE DISTRICT

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Commissioners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN BOARD, THE TOWN OF  
CANANDAIGUA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

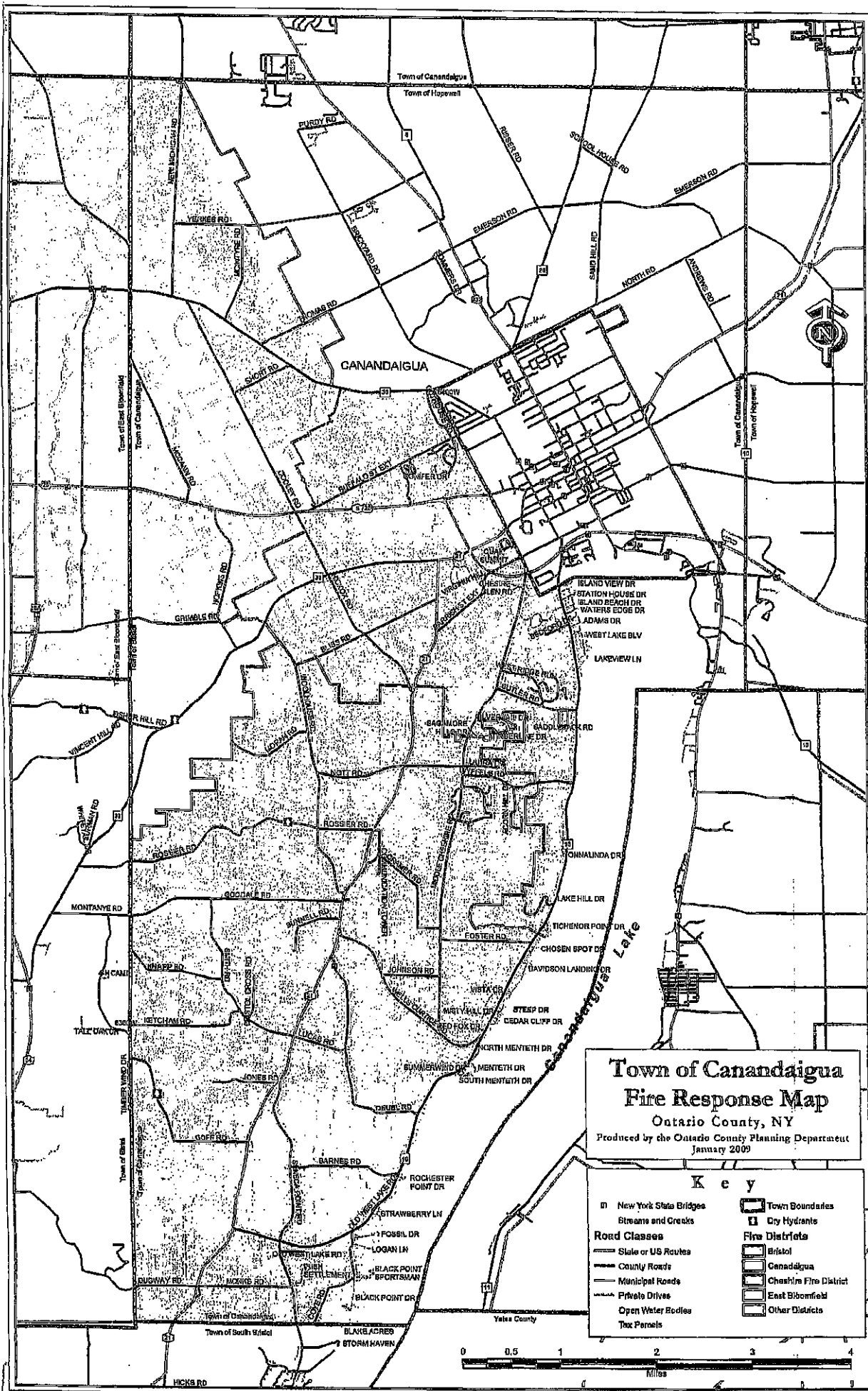
Supervisor Helming

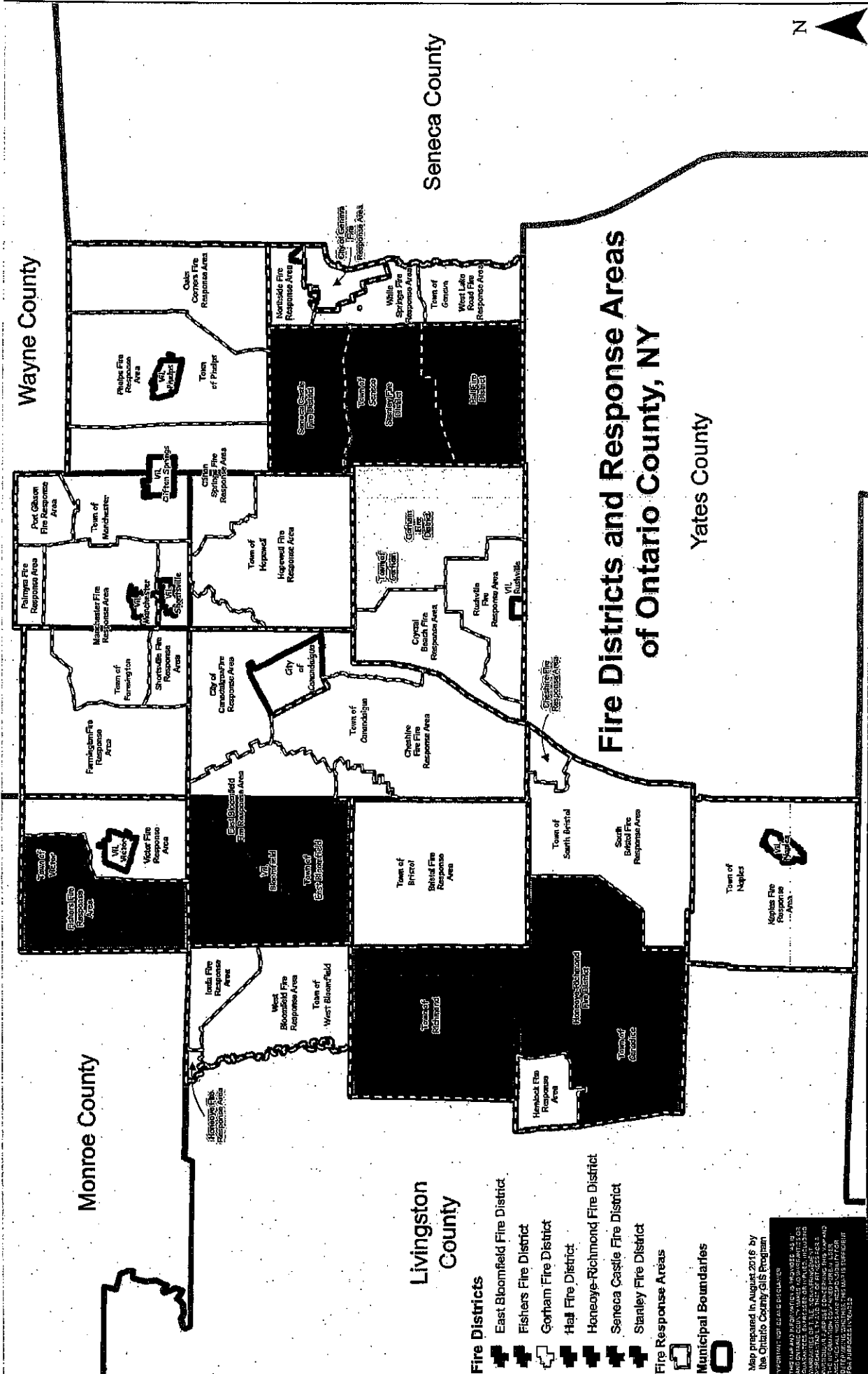
\_\_\_\_\_  
Councilman Cutri

\_\_\_\_\_  
Councilman Fennelly

\_\_\_\_\_  
Councilman Reynolds

\_\_\_\_\_  
Councilman Westbrook





Wayne County

Seneca County

# Fire Districts and Response Areas of Ontario County, NY

Yates County

Monroe County

Livingston  
County

- Fire Districts**
- East Bloomfield Fire District
  - Fishers Fire District
  - Gorham Fire District
  - Hill Fire District
  - Honey-Richmond Fire District
  - Seneca Castle Fire District
  - Stanley Fire District
- Fire Response Areas**
- Municipal Boundaries**

Map prepared in August 2016 by  
the Ontario County GIS Program

THIS MAP AND ANY INFORMATION CONTAINED THEREIN ARE PROVIDED AS IS. THE ONTARIO COUNTY GIS PROGRAM MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION FOR ANY PURPOSE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMISSIONS FROM THE APPROPRIATE AGENCIES FOR ANY REUSE OF THE INFORMATION. THE ONTARIO COUNTY GIS PROGRAM IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA OR INFORMATION, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP OR ANY INFORMATION CONTAINED THEREIN.

TOWN OF CANANDAIGUA FIRE CONTRACT

WITH

EAST BLOOMFIELD FIRE DISTRICT

Area for fire coverage shall include all property addressed off the following list of roads within the TOWN:

1. Cooley Road: All
2. County Road 30: 5681 to 6300
3. Grimble Road: 6030 to 6300 (north side only)
4. Hopkins Road: 3070 to 3400
5. McCann Road: All
6. McIntyre Road: All
7. New Michigan Road: 1800 to 2410
8. Short Road: All
9. State Route 5 & 20: 5801 to 6300
10. Yerkes Road: 5960 to 6170
11. Thomas Road: South of the Airport
12. Hickcox Road: North of County Road 32 per Ontario County District Coverage Map (see Attachment #1)
13. All private roads and driveway that originate off public highways within the designated area.



# 2017 PROPOSED BUDGET

	Total	General Fund			Debt Service
	2017 Budget	2017 Budget	2016 Budget	Increase (Decrease)	2016 Budget
<b>Revenue:</b>					
2262.00 CFPD	35,320	35,320	34,320	1,000	
1001.00 Fire Tax Levy E.B.	305,592	305,592	301,667	3,925	
1081.00 Payments in Lieu of Taxes	32	32	32	-	
2410.00 Rent - CES	14,400	14,400	14,400	-	
2701.00 Refund of Prior Yr Exp	-	-	-	-	
2705.00 Community Rm Donations	-	-	-	-	
2705-D Gifts & Donations	-	-	-	-	
2401.00 Interest	250	250	250	-	
2660.00 Sale of Assets	-	-	-	-	
4389.00 Grants	-	-	-	-	
Operating Revenue	355,594	355,594	350,669	4,925	-
599 Appropriated Fund Balance	-	-	-	-	-
<b>Total Revenue</b>	<b>355,594</b>	<b>355,594</b>	<b>350,669</b>	<b>4,925</b>	<b>-</b>
<b>Expenditures:</b>					
1710.40 Administration	1,300	1,300	1,308	(8)	
1620.22 Building - Soil Mitigation	-	-	-	-	
<b>1620.42 House</b>	<b>613</b>	<b>613</b>	<b>7,221</b>	<b>(6,608)</b>	
1620.421 Cleaning	2,700	2,700	2,700	-	
1620.422 Mowing	1,040	1,040	1,040	-	
1620.423 Maintenance	1,500	1,500	1,500	-	
1620.424 Maint & Service Contracts	7,332	7,332	5,697	1,635	
<b>Total House</b>	<b>14,485</b>	<b>13,185</b>	<b>18,158</b>	<b>(4,973)</b>	<b>-</b>
<b>1620.41 Utilities</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>-</b>	
1620.411 Electric	22,000	22,000	24,000	(2,000)	
1620.412 Natural Gas	5,500	5,500	5,500	-	
1620.413 Telephone	3,100	3,100	1,680	1,420	
<b>Total Utilities</b>	<b>31,100</b>	<b>31,100</b>	<b>31,680</b>	<b>(580)</b>	<b>-</b>
5142.40 Snow Removal	3,500	3,500	3,500	-	
1420.40 Legal	2,000	2,000	19,000	(17,000)	
1320.40 Professional	4,000	4,000	19,000	(15,000)	
1910.40 Insurance	19,000	19,000	20,000	(1,000)	
1325.10 Personnel	6,000	6,000	6,000	-	
9030.80 FICA & Medicare Expense	450	450	459	(9)	
3410.41 Fuel	2,500	2,500	3,500	(1,000)	
3410.42 Medical	3,000	3,000	3,500	(500)	
3410.43 Mileage Reimbursement	2,000	2,000	5,000	(3,000)	
3410.44 Membership/Recruitment	-	-	-	-	
3410.45 Training	2,980	2,980	1,536	1,444	
1920.40 Dues	500	500	500	-	
<b>Chief:</b>					
3497.41 Equip/Gear - Repairs	1,880	1,880	1,880	-	

	Total	General Fund			Debt Service
	2017 Budget	2017 Budget	2016 Budget	Increase (Decrease)	2016 Budget
3497.21 Equip/Gear	10,930	10,930	18,180	(7,250)	
3497.22 Communications	7,300	7,300	7,300	-	
Total Chief	20,110	20,110	27,360	(7,250)	-
3497.42 Annual Tests & Maint. (Chief)	9,240	9,240	8,215	1,025	
3497.28 Furniture & Fixtures	549	549	5,769	(5,220)	
3497.47 Total Trucks	14,000	14,000	14,000	-	
9710.60 Serial Bond Principal	95,000	95,000		95,000	
9710.70 Serial Bond Interest	54,180	54,180		54,180	
9730.60 BAN Principal	-	-	55,000	(55,000)	
9730.70 BAN Interest	-	-	57,184	(57,184)	-
9950.91 Equip Reserve	71,000	71,000	50,000	21,000	
9901.9V Transfer to Debt Service Fund	-	-	-	-	-
Total Expenditures	355,594	355,594	350,669	4,925	
Surplus (Deficit)	0	0	0	0	0

# ATTACHMENT 5

*Draft Emergency Mgt Plan  
Town of Canandaigua  
August 15, 2016*

## Emergency Management Plan

### 1. Authorization.

The Comprehensive Emergency Management Plan (CEMP) of the Town of Canandaigua, New York is hereby in accordance with Article 2-B New York of State Executive Law and the New York State Defense Emergency Act and pursuant to the authority of the Municipal Home Rule Law § 10.

### 2. Purpose.

The Comprehensive Emergency Management Plan of the Town of Canandaigua, New York has been developed to serve as the method by which the Town of Canandaigua, New York shall prepare for, mitigate, respond to, and recover from significant emergency incidents. The plan shall be consistent with the Ontario County Comprehensive Emergency Management Plan.

### 3. Operation.

A. All emergency incidents occurring within the Town of Canandaigua shall be managed by implementing the National Incident Management System (NIMS). First arriving emergency personnel shall establish a command post and initiate appropriate scene stability, containment, and mitigation actions. In the event the emergency is beyond the first arriving emergency personnel's ability to control, the Incident Commander is authorized to request additional resources.

B. In the event the emergency is deemed likely to have a major impact on the local population, the Canandaigua Emergency Operation Center (EOC) shall be staffed.

C. In accordance with the Ontario County Comprehensive Emergency Management Plan, in the event the emergency is beyond the local municipalities' ability to handle, the Ontario County Comprehensive Emergency Management Plan shall be activated. The Ontario County Office of Emergency Management will serve as a resource to the Canandaigua Emergency Operation Center staff, but will not assume a command role.

D. Additional resources from the New York State Emergency Management Office (SEMO) and the Federal Emergency Management Agency (FEMA) may be obtained through the Ontario County Emergency Management Office.

### 4. Responsibilities and Implementation

An Emergency Manager will be responsible for coordinating all activities associated with the Town's Emergency Management Plan. The Emergency Manager shall be appointed by the Town Board to oversee the Comprehensive Emergency Management Plan.

A. The Emergency Manager shall be responsible for:

- (1) Serving as the Chairman of the Comprehensive Emergency Management Plan Advisory Board.
- (2) Overseeing the operation of the Emergency Operation Center.
- (3) Overseeing required personnel training.
- (4) Conducting periodic drills.

- (5) Conducting community education programs.
- (6) Annual review of the Comprehensive Emergency Management Plan.
- (7) Recommending changes to the Comprehensive Emergency Management Plan.
- (8) Developing reference documents to the Comprehensive Emergency Management Plan.
- (9) Conducting post-incident review and reports.

B. The Deputy Emergency Manager shall be a resident of the Town of Canandaigua and shall be appointed by the Town Board to assist the Emergency Manager in carrying out his/her duties, and shall act in place of the Emergency Manager in the event the Emergency Manager is unavailable.

C. The Comprehensive Emergency Management Plan shall be reviewed on an annual basis. The review shall be conducted in the fourth quarter of the year with the intent to modify the plan if needed by January of the following year. This review shall include:

- (1) Local incidents where the plan was enacted or potentially could have been enacted.
- (2) Key national incidents where emergency management was activated.
- (3) Review of national security issues.
- (4) Evaluation of drills.

D. Minimum training standards are established as follows:

(1) Town employees. Part-time employees that may be involved in emergency response and all full-time employees shall maintain National Incident Management System (NIMS) certification in the following key courses:

- (a) NIMS100.
- (b) NIMS 700.
- (c) Annual local CEMP refresher training.
- (d) In addition, Town employees shall maintain compliance with Ontario County training standards.

(2) Responders. All emergency agencies, including the City of Canandaigua Fire Department, Cheshire Volunteer Fire Department, Canandaigua Emergency Squad, Finger Lakes Ambulance, Ontario County Sheriff's Office, New York State Police, and the American Red Cross, shall be responsible for establishing and maintaining training standards that meet the (NIMS) requirements for their operational field.

E. Periodic drills and exercises shall be conducted to provide hands-on training for responding agencies and employees. The drills will also be used as a means to evaluate the effectiveness of the CEMP. At a minimum, one Town drill shall be conducted annually. The drills will include participation from emergency responders and government officials and employees as applicable. In addition, the Town shall participate in appropriate county drills.

## 5. Emergency call reception.

A. 911 call reception. The Ontario County 911 System is expected to operate normally through most emergencies. During high call periods the center will increase staffing to accommodate the anticipated volume of calls.

B. Emergency service call reception. During periods of 911 failure, each fire station shall serve as an emergency call reception center. Each emergency call reception center shall maintain a dispatcher at the watch desk to receive walk-in reports from the public for the duration of the 911 failure. Request for inter-agency service may be made to the Ontario County dispatcher via the Ontario County primary fire frequency 46.42 or primary EMS frequency 155.355. Each emergency call reception center shall be responsible for staff scheduling and accommodations throughout the emergency.

C. Town call reception. It should be anticipated that the public may stop at the Town Hall to report an emergency. The clerical staff shall be prepared to receive requests and to transfer the information to the appropriate authorities during normal business hours.

## 6. Community education.

Pre-incident community education is critical to an effective emergency response. The community shall be encouraged to learn about their role in an emergency through the following methods:

- A. Articles posted in the Daily Messenger.
- B. Articles posted on the Town of Canandaigua Website and other social media such as Facebook.
- C. Information sent out to Mailchimp subscribers by the Town of Canandaigua.
- D. Programs conducted throughout the community by emergency services (Fire, Police, EMS)

## 7. Community emergency alert/notification.

In the event of an emergency warranting immediate community or neighborhood warning, any or all of the following methods may be used:

- A. Reverse 911 notification conducted by the 911 Center.
- B. Door-to-door notification conducted by authorized emergency personnel.
- C. Media notification resulting in emergency bulletins.
- D. Electronic notification via Mailchimp, Facebook, and Town of Canandaigua Website

## 8. Mitigation.

The Town of Canandaigua shall take part in the Ontario County Multi-Jurisdictional All Hazard Mitigation Program. This is an ongoing program and is intended to address areas of key concern throughout Ontario County. In addition to continued participation in the Ontario County Multi-Jurisdictional All Hazard Mitigation Program, the Town of Canandaigua shall initiate an in-depth mitigation evaluation program focusing on the following key points of analysis.

- A. Hazard analysis. The hazard analysis shall identify physical hazards that are inherent due to geological or geographical features.
- B. Vulnerability analysis. The vulnerability analysis shall identify areas of vulnerability due to size, use or location.
- C. Emergency response capability analysis. The emergency response capability analysis is intended to confirm the residents of the Town of Canandaigua are receiving the very best emergency services possible. The analysis shall review key emergency response organizations operating in the Town of Canandaigua.
- D. Municipal response analysis. The municipal response analysis shall be conducted to determine the ability of the Town of Canandaigua's governmental departments to respond to emergencies.
- E. Report. At the conclusion of the mitigation evaluation, a report shall be written and submitted to the Canandaigua Town Board for review and follow up consideration.
- F. Employ reasonable mitigation measures. As the analysis are completed, the Town of Canandaigua shall endeavor to take appropriate and reasonable measures to mitigate known issues. In some instances, long term planning and budgeting may be required to address some issues.

## 9. Response systems.

- A. The National Incident Management System (NIMS) shall be utilized for all emergency responses. The National Incident Management System may also be used for planned events and routine management of ongoing issues and projects.
- B. Incident Command System. First arriving emergency personnel shall initiate the Incident Command System as required by (NIMS) and in accordance with department procedures.

## 10. Emergency scene responders.

- A. Law enforcement shall respond as appropriate to the incident or on request of the Incident Commander. Law enforcement shall act within the normal scope of duty under the direction of the Incident Commander.

B. Fire service shall respond as appropriate to the incident or on request of the Incident Commander. The fire service shall act within the normal scope of duty under the direction of the Incident Commander.

C. Emergency medical shall respond as appropriate to the incident or on request of the Incident Commander. The emergency medical service shall act within the normal scope of duty under the direction of the Incident Commander.

D. Government agencies shall respond as appropriate to the incident. Response shall be by request through the administration of the Emergency Operation Center.

## 11. Local Emergency Operation Center.

The purpose of the local Emergency Operation Center (EOC) is to facilitate coordination of all responders to a large-scale emergency incident. The EOC shall serve as a resource to the on-scene Incident Commander.

A. Activation. The Emergency Operation Center shall be activated in accordance with the scope of the incident. There shall be the following levels of activation:

(1) Level 0 Emergency Manager watch. A Level 0 activation may be activated when community conditions are anticipated to become abnormal. This may be due to weather events, planned events, or increased terrorism threat. The Emergency Manager shall evaluate conditions and advise appropriate key personnel of escalating conditions and increase the Emergency Operation Center activation level as warranted.

(2) Level 1 Emergency Manager response. A Level 1 response shall be initiated when a minor incident occurs whereby the requesting agency needs limited support from the Town. The Emergency Manager shall serve as the liaison between the requesting agency and the responding municipal department.

(3) Level 2 Limited response. A Level 2 response shall be initiated for intra-jurisdictional incidents where the Incident Commander has identified the incident is or has the potential to:

- (a) Require a partial community evacuation.
- (b) Adversely effects a large portion of the community.
- (c) Requires additional resources not readily available.

(4) Level 3 Full response. A Level 3 response shall be initiated when the scope of the incident has been determined to be of a significant nature requiring an extended recovery period and multiple response agencies. An incident of this magnitude may require activation of the Ontario County Emergency Operation Center.

B. Staffing. Staffing shall be appropriate for the level of incident and may be increased or decreased as the incident warrants.

C. Incident action plan. The Emergency Operation Center staff shall be responsible for developing, and executing an incident action plan. The incident action plan shall serve as the plan by which the incident is administrated.

D. Deactivation. The Emergency Operation Center shall be deactivated in accordance with the fulfillment of the incident action plan.

## 12. Continuation of Government.

At all times, the Town Supervisor shall remain in control of civil government. In the absence of the Town Supervisor, the next available person in the line of succession shall take charge of the local government.

## 13. State of Emergency.

The Town Supervisor may, as the incident warrants, issue a local state of emergency declaration that shall read as follows: A State of Emergency is hereby declared in for a period of time beginning at hours on the date of and continuing in effect for a period not to exceed five days and ending at hours on the date of The State of Emergency has been declared due to emergency conditions produced by Such conditions threaten or imperil the public safety

of the citizens of As Chief Executive of I, \_\_\_\_\_ have exercised the authority given to me under New York State Executive Law Article 2-B to preserve the public safety and hereby render all required and available assistance vital to the security, well-being and health of the citizens of the community. I hereby direct the Department (s) of \_\_\_\_\_ to take whatever steps necessary to protect life and property, public infrastructure and other such emergency assistance as deemed necessary.

Signed:

Title: Town Supervisor

Date:

## 14. Recovery.

The recovery phase of an incident is the process of restoring normalcy to the community. This is accomplished through three primary phases: damage assessment, short-term recovery, and long-term recovery. A significant incident may require a multifaceted, cooperative effort, including both public and private sectors of the community. Assistance may be available from county, state and federal resources.

A. Damage assessment. Damage assessment is the process of initially determining the level of damage. Damage assessment shall be conducted in accordance with the damage assessment plan.

B. Short-term recovery. Short-term recovery is the process of initially restoring critical infrastructure to the affected area. Short-term recovery shall be conducted in accordance with the recovery plan.

C. Long-term recovery. Long-term recovery is the processes of rebuilding the affected area to pre- incident normalcy. Long-term recovery shall be conducted in accordance with the recovery plan.



# ATTACHMENT 6



# Estimate

**TO:** Pam Helming, Supervisor  
[phelming@townofcanandaigua.org](mailto:phelming@townofcanandaigua.org)  
Jean Chrisman, Town Clerk  
[jchrisman@townofcanandaigua.org](mailto:jchrisman@townofcanandaigua.org)

**FROM:** Kerry Johnson, Account Representative  
[kjohnson@generalcode.com](mailto:kjohnson@generalcode.com)

**CLIENT:** Town of Canandaigua, NY  
(CA0614)

**DATE:** 10/24/2016

**PHONE:** (585) 394-1120

**DESCRIPTION:** Supplement No. 9 Price Estimate – Revised  
Including LL Nos. 8 and 9 in Supplement in Process

Thank you for sending the additional legislation for the next Code update. Upon review, we estimate that the cost to codify L.L. Nos. 1-2016, and 3-2016 through 9-2016, including revisions to the Table of Contents, Disposition List and Index, will be between \$3,190 to \$3,935, which includes shipping and handling. Five sets of supplemental pages are included.

We also received L.L. No. 2-2016 which does not need to be codified. It will be included on the Disposition List at the back of the Code.

To authorize the supplement, sign this ESTIMATE and FAX (585-328-8189) or E-MAIL ([ezsupp@generalcode.com](mailto:ezsupp@generalcode.com)) it back to us. We look forward to hearing from you shortly.

I authorize General Code to proceed with the supplement as outlined above. This order is subject to General Code's Codification Terms and Conditions, which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs).

Signature \_\_\_\_\_ Date \_\_\_\_\_

# ATTACHMENT 7

November 2, 2016

Mr. James Fletcher, Superintendent  
Highway and Water Departments  
Town of Canandaigua  
5440 Routes 5&20 West  
Canandaigua, NY 14424

**RE: PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT  
MAP, PLAN AND REPORT FOR THE WOOLHOUSE/ROSSIER RD WATER DISTRICT EXTENSION**

Dear Jim,

At your request, we are pleased to provide the Town with this proposal to prepare a Map, Plan, and Report as required by Town Law for the formation of the above referenced water district extension.

**I. Project Overview**

It is our understanding that the district improvements will include a new 8-inch main connecting the existing dead ends on Woolhouse Road and Rossier Road. It is anticipated that the proposed looped watermain section will be a benefit to the Canandaigua Consolidated District.

Based on a cursory review of available mapping, the proposed district affects property within the county Agricultural District #1, is within an archeologically sensitive area, is near state mapped wetlands (check zone), and is not in an area identified as habitat for endangered/threatened wildlife or fauna. This project is consistent with an Unlisted Action as defined under SEQR.

**II. Scope of Services and Compensation**

**A. Map, Plan & Report**

The engineering report and professional services for the proposed water district extension will include the following:

1. Introduction and Background
2. Project Description
3. Source of Supply
4. Water Pressure and Flow available at the Subject Properties  
(Information from Hydraulic Model)
5. Capital Improvement Cost
6. 202b Evaluation (if applicable)
7. Financial Considerations (Annual cost for Water)
8. Completed SEQR (Short Environmental Assessment Form)
9. Map, Plan and District Description

**Total of items listed above .....\$5,500.00**

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

The above fee also includes a meeting with Town staff to discuss district limits, district charges, etc. and attendance at one public hearing. It is assumed that the hydraulic information for this project will be derived from the latest hydraulic model prepared for the Town of Canandaigua.

### **III. Additional Services**

The following items are not included under this scope of services; however, can be provided at an additional charge to be negotiated upon request:

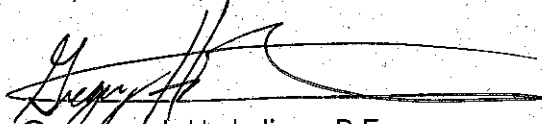
1. Subsurface investigation
2. Joint Application for Permit (Stream Crossing)
3. Cultural, Archaeological, Environmental Inventories investigations
4. US Agriculture and Markets NOI submission
5. Hydraulic modeling beyond the scope identified above

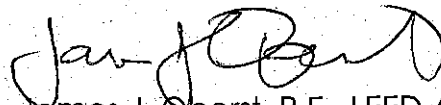
**IV. Commencement of Work**

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

If this proposal for Professional Services Agreement is acceptable to the Town, please sign in the space provided below and return one (1) copy to our office. We have included an additional copy for your use as well.

Respectfully submitted,

  
Gregory J. Hotaling, P.E.  
Project Manager

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

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**PROPOSAL ACCEPTED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

November 2, 2016

Mr. James Fletcher, Superintendent  
Highway and Water Departments  
Town of Canandaigua  
5440 Routes 5&20 West  
Canandaigua, NY 14424

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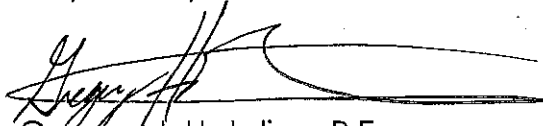


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Respectfully submitted,



Gregory J. Hotaling, P.E.  
Project Manager



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

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\GJH\_WOOLHOUSE\_ROSSIER\_WATER\_EXT.doc

**PROPOSAL ACCEPTED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ATTACHMENT 8



# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of November in the year 2016  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

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

and the Architect:  
(Name, legal status, address and other information)

MRB Group  
145 Culver Road, Suite 160  
Rochester, NY 14620

for the following Project:  
(Name, location and detailed description)

Town of Canandaigua Highway Department  
5440 Route 5 & 20 West  
Canandaigua, New York 14424

The Owner and Architect agree as follows.

Per the Request of the Canandaigua Town Board, MRB Group shall prepare Design Development and Construction Documentation services for the proposed new Town Highway Garage Facility (approx. 40,000 S.F.), Cold Storage addition and renovations, Transfer Station enhancements, relocated Fuel Station, and other site improvements. The approved Schematic Design site plan, floor plan layout, exterior elevations and building system layout will act as the "basis of design" and will be further developed in the effort to finalize all the design decisions and document the design sufficient for public bidding. The schematic design estimate and approved project budget for this project is \$5,967,695.

Professional services provided shall include site, architectural, structural, mechanical, electrical, plumbing and fire protection design, as described in Article 3 "Scope of Architect's Basic Services". MRB Group will also provide Bidding Phase services in preparing contract drawings and specifications (electronic version on CD disk), assist the Owner with Advertising the Project, respond to Contractor's RFIs, prepare addenda, coordinate a pre-bid meeting, attend the bid opening, prepare a bid review summary, prepare a Notice of Award and a Notice to Proceed.

At the time of Schematic Design completion, some work was identified as being provided by the Town, including existing building demolition, asphalt removal, grading, new base/binder/paving, stormwater management system, storm sewers and catch basins. Geotechnical consultations/reports, hazardous materials identification and abatement are other Town provided items as identified in Article 3.

If any additional services become required, or are requested, they will be provided per Article 4 "Additional Services" in this agreement. From the Town's authorization to proceed, we anticipate a six (6) month duration to complete Design Development and Construction Documentation Services. Project Bidding is anticipated to be 3-4 weeks.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1785031537)

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

July 1, 2017 (anticipated)

.2 Substantial Completion date:

October 1, 2018 (anticipated)

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Each Occurance: \$1,000,000 / General Aggregate: \$2,000,000

.2 Automobile Liability

Combined Single Limit: \$1,000,000

.3 Workers' Compensation

Employer's Liability: \$1,000,000 EA Employee / Accident; Disease: \$1,000,000 EA Employee

.4 Professional Liability

Per Claim: \$2,000,000 / Aggregate: \$2,000,000

.5 Umbrella Liability

Each Occurance: \$5,000,000 / Aggregate: \$5,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

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by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

*(Paragraphs deleted)*

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor

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will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

Init.

- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

(Paragraphs deleted)

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

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rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- ☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [ ] Litigation in a court of competent jurisdiction
- ☐ [ ] Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

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Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

\$291,600 (two hundred ninety-one thousand and six hundred dollars)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Negotiated Fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly or mutually agreed lump sum fee.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

Hourly or mutually agreed lump sum fee.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

	percent (		%)
Design Development Phase	percent (	30	%)
Construction Documents	percent (	65	%)
Phase			
Bidding or Negotiation Phase	percent (	5	%)
	percent (		%)

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Total Basic Compensation	one hundred percent (	100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
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#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

*(Paragraphs deleted)*

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

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1.5 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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## Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:48:58 on 11/10/2016.

### PAGE 1

AGREEMENT made as of the 21st day of November in the year 2016

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

...

MRB Group  
145 Culver Road, Suite 160  
Rochester, NY 14620

...

Town of Canandaigua Highway Department  
5440 Route 5 & 20 West  
Canandaigua, New York 14424

The Owner and Architect agree as follows.

Per the Request of the Canandaigua Town Board, MRB Group shall prepare Design Development and Construction Documentation services for the proposed new Town Highway Garage Facility (approx. 40,000 S.F), Cold Storage addition and renovations, Transfer Station enhancements, relocated Fuel Station, and other site improvements. The approved Schematic Design site plan, floor plan layout, exterior elevations and building system layout will act as the "basis of design" and will be further developed in the effort to finalize all the design decisions and document the design sufficient for public bidding. The schematic design estimate and approved project budget for this project is \$5,967,695.

Professional services provided shall include site, architectural, structural, mechanical, electrical, plumbing and fire protection design, as described in Article 3 "Scope of Architect's Basic Services". MRB Group will also provide Bidding Phase services in preparing contract drawings and specifications (electronic version on CD disk), assist the Owner with Advertising the Project, respond to Contractor's RFI's, prepare addenda, coordinate a pre-bid meeting, attend the bid opening, prepare a bid review summary, prepare a Notice of Award and a Notice to Proceed.

At the time of Schematic Design completion, some work was identified as being provided by the Town, including existing building demolition, asphalt removal, grading, new base/binder/paving, stormwater management system, storm sewers and catch basins. Geotechnical consultations/reports, hazardous materials identification and abatement are other Town provided items as identified in Article 3.

If any additional services become required, or are requested, they will be provided per Article 4 "Additional Services" in this agreement. From the Town's authorization to proceed, we anticipate a six (6) month duration to complete Design Development and Construction Documentation Services. Project Bidding is anticipated to be 3-4 weeks.

PAGE 2

July 1, 2017 (anticipated)

...

October 1, 2018 (anticipated)

PAGE 3

Each Occurrence: \$1,000,000 / General Aggregate: \$2,000,000

...

Combined Single Limit: \$1,000,000

...

Employer's Liability: \$1,000,000 EA Employee / Accident; Disease: \$1,000,000 EA Employee

.4 Professional Liability

Per Claim: \$2,000,000 / Aggregate: \$2,000,000

.5 Umbrella Liability

Each Occurrence: \$5,000,000 / Aggregate: \$5,000,000

PAGE 4

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations, and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

~~§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

PAGE 6

### ~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective contractors; and~~
- ~~3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

### ~~§ 3.6 CONSTRUCTION PHASE SERVICES~~

#### ~~§ 3.6.1 GENERAL~~

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

#### ~~§ 3.6.2 EVALUATIONS OF THE WORK~~

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the~~

Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

~~§ 3.6.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

~~§ 3.6.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.6.2.4~~ Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.2.5~~ Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### ~~§ 3.6.3~~ CERTIFICATES FOR PAYMENT TO CONTRACTOR

~~§ 3.6.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

~~§ 3.6.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~§ 3.6.3.3~~ The Architect shall maintain a record of the Applications and Certificates for Payment.

### ~~§ 3.6.4~~ SUBMITTALS

~~§ 3.6.4.1~~ The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

PAGE 8

~~§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- ~~2 ( ) visits to the site by the Architect over the duration of the Project during construction~~
- ~~3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~4 ( ) inspections for any portion of the Work to determine final completion~~

PAGE 12

☒ Arbitration pursuant to Section 8.3 of this Agreement

PAGE 14

\$291,600 (two hundred ninety-one thousand and six hundred dollars)

...

Negotiated Fee

...

Hourly or mutually agreed lump sum fee.

...

Hourly or mutually agreed lump sum fee.

...

<del>Schematic Design Phase</del>	percent (		%)
<del>Design Development Phase</del>	percent (	<u>30</u>	%)
<del>Construction Documents Phase</del>	percent (	<u>65</u>	%)
<del>Bidding or Negotiation Phase</del>	percent (	<u>5</u>	%)
<del>Construction Phase</del>	percent (		%)

PAGE 15

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.~~

...



**~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~**

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

**§ 11.10.1** An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 16

1.5 % per month

...

~~.2~~ AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following:

...

~~.3~~ .2 Other documents:

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Scott E. Bova, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:58 on 11/10/2016 under Order No. 3087955730\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# ATTACHMENT 9

Crescent Circle  
0.00-0.17 mile  
0.17 mile →

© 2015 Google

Google earth

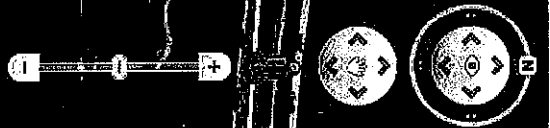
Imagery Date: 7/15/2015 lat 42.854813° lon -77.289070° elev 841ft eye alt 1881 ft

1994

Quincy Circle

0.0 - 0.10 mile

.10 mile



© 2015 Google

Google earth

Imagery Date: 7/15/2015 | lat 42.833002° lon -77.293922° elev 971 ft eye alt 1909 ft

ex: pizza

Measure the distance between multiple points on the ground

Length:

0.11 Miles

Mouse Navigation

Save

Clear

Solar

390 NB s/o English

AC

390 NB/Airport

Solar

390 NB/Brooks

Solar

Layers

Earth Gallery >>

Primary Database

Voyager

Borders and Labels

Places

Photos

Roads

3D Buildings

Ocean

Weather

Gallery

Global Awareness

More

Sage Terrace

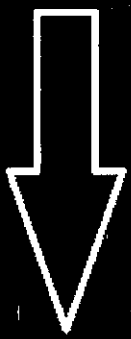
© 2015 Google

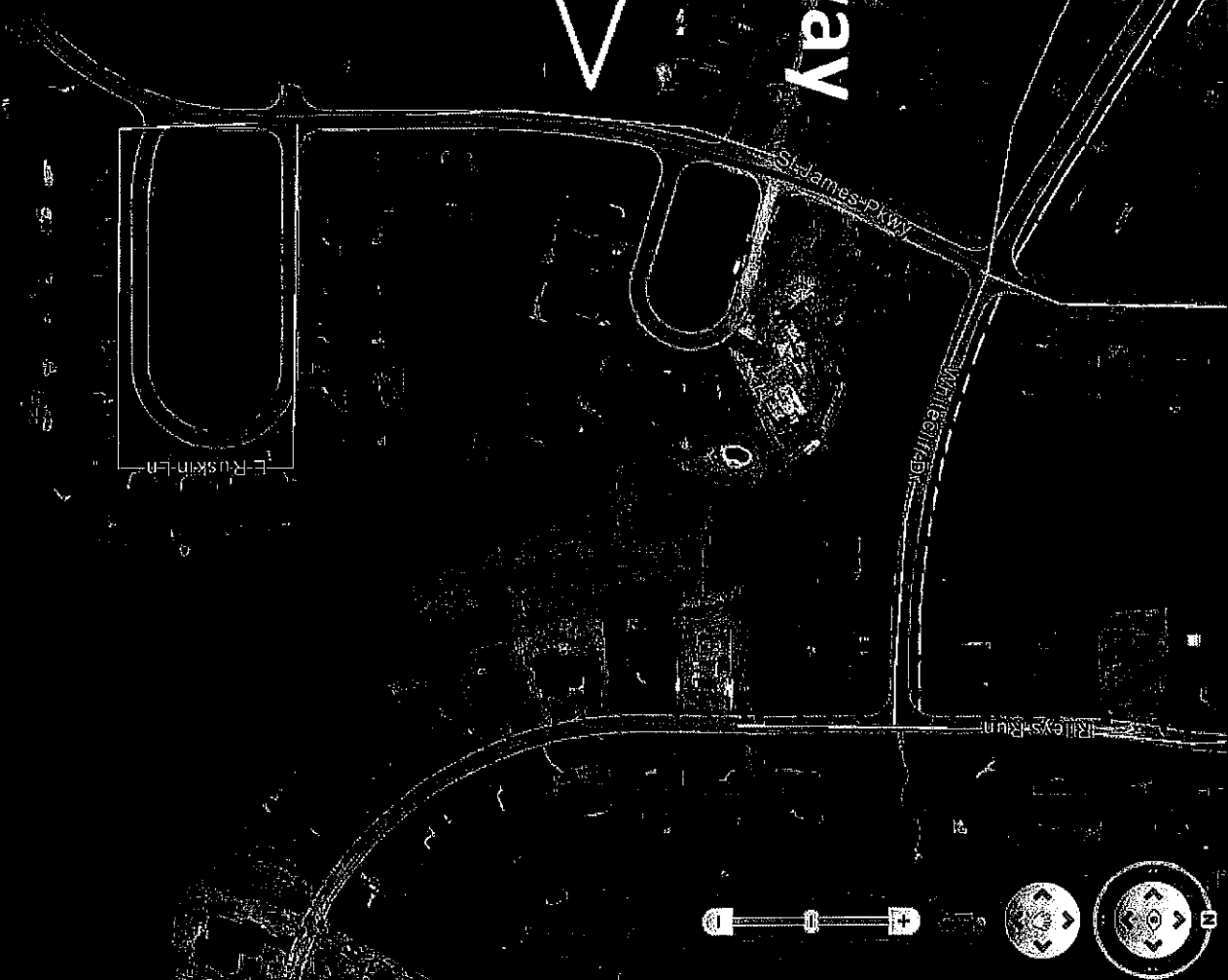
Google earth

Imagery Date: 7/25/2015 Lat: 42.836216° Lon: -77.258918° Elev: 902 ft

eye alt: 1562 ft

7:31 AM 12/21/2015

St. James Parkway  
0.00 - 0.26 mile  
0.26 mile 



© 2015 Google

Google earth

1994

Imagery Date: 7/15/2015 lat 42.832389° lon -77.294128° elev 967 ft eye alt 2873 ft

# ATTACHMENT 10



November 3, 2016

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

**RE: DONALD & ELICE BOWERMAN – 0000 NOTT ROAD  
SOIL & EROSION CONTROL SURETY ESTIMATE REVIEW  
TAX MAP No. 111.00-1-14.500  
CPN No. 065-16  
MRB PROJECT No.: 0300.12001.000 PHASE 001**

Dear Mrs. Chrisman,

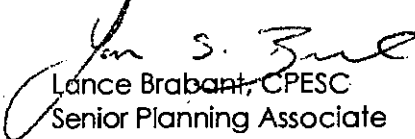
Please be advised that MRB Group has completed a review of the submitted Soil & Erosion Control Surety Estimate dated October 31, 2016 for the above referenced project prepared by Bernard G. Pulver, P.E.

Based on our review of the submitted estimate, we recommend that an Soil & Erosion Control Surety be approved in the amount of **\$1,853.00** for the above referenced project. The breakdown of the estimate amount is attached.

Please note that the original surety documentation regarding the establishment of the Soil & Erosion Control Surety is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

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

Sincerely,

  
Lance Brabant, CPESC  
Senior Planning Associate

n:\0300.12001.000\corres\misc\bowerman-estrev.doc

Enclosures:

- Soil & Erosion Control Surety Estimate dated October 31, 2016



Town of Canandaigua

**RE: BOWERMAN**

November 3, 2016

Page 2 of 2

C      Pamela Helming, Supervisor  
         Kristine Singer, Town Bookkeeper  
         Doug Finch, Director of Development  
         Jim Fletcher, Highway and Water Superintendent  
         Chris Jensen, P.E., Code Enforcement Officer  
         Bernard G. Pulver, P.E.

BERNARD G. PULVER, P.E.  
Consulting Engineer

October 31, 2016

Chris Jensen P.E.  
Code Enforcement / Zoning Officer  
Town of Canandaigua - Development Office  
5440 Routes 5 & 20 West  
Canandaigua, NY 14424

Re: Donald and Elice Bowerman  
Nott Road Property - Town of Canandaigua - Ontario Co., N.Y.  
Erosion Control Related Costs Estimate  
bwrn001s

Dear Mr. Jensen:

This letter transmits an estimate of erosion control related costs for the 'Soil And Erosion Surety', as requested, concerning the Bowerman Nott Road property.

	Units	Unit Cost	Quantity	Extended Cost Estimate
<b><u>Silt Fencing (Per Plan and Detail)</u></b>				
Materials and Installation Cost	\$/Lin. Ft.	\$1.50	320	\$480.00
Inspection Cost	\$/Hour	\$15.00	1	\$15.00
Repair/Cleaning/Replacement Cost	\$/Hour	\$15.00	2	\$30.00
Removal and Disposal Cost	\$/Lin. Ft.	\$0.25	320	\$80.00
				\$605.00
<b><u>Finish grading, seeding, straw mulch (NRCS Spec MI-166. Seeding)</u></b>				
Manual Finish grading, sowing, spreading	\$/Hour	\$15.00	24	\$360.00
Seeding (24 Sq. Yd. / Lb.)	\$/Sq. Yd.	\$0.25	2400	\$600.00
Straw mulch (\$4/bale, 35 Sq. Yd. / bale)	\$/Sq. Yd.	\$0.12	2400	\$288.00
				\$1,248.00
Total Erosion Control Related Costs				<b>\$1,853.00</b>

Please call if you have any questions, comments or require additional information.

Sincerely,

  
Bernard G. Pulver, P.E.



5245 Nott Road  
Canandaigua, New York 14424



Phone (585) 394 - 6692

ESTbwrn.doc

# ATTACHMENT 11

	MLA	Passero	Barton & Loguidice	Labella	EDR
<b>Submittal Requirements</b>					
1) Statement of qualifications	x	x	x	x	x
2) Sample of Recent Parks Master Plan	Town of Victor - 2007 "Hard work, client satisfaction, and timely service drive every phase of our efforts" with focus on sustainability.	Town of Canandaigua - 2007 Create Goals, ID Needs & Opportunities, Cost Assessment, and Scheduling.	Town of Lysander - 2002 What do we want? What do we have? How do we get it?	Manchester, NH - 2006	Town of Chili - 2014
3) Description of Philosophy	Kick-off meeting, 6 committee meetings, online survey, 1 public forum, phone and/or face-to-face interviews with stakeholders, and a resident survey.	Online survey, website for updates, 2 public meetings, 7 design meetings, and social media engagement.	Resident Survey, Public Meeting, and 6 Committee Meetings	x	Data driven, out-of-box, and Smart Growth Principles.
4) Public Input Process	Needs assessment, Town/Community Involvement, recommended modifications, goals/objectives, financial implementation, and draft/final Master Plan.	Project initiation, supply/demand analysis, recommendations, preliminary and final plan, and related services.	Public Input/Outreach, Branding/Social Media, Inventory and Analysis, Modifications, Financial Implementation, Final Report.	Web Based Survey, Open House, 4 Committee Meetings, Interviews and Small Group Meetings	5 Committee Meetings, 2 Public Forums, Event Station, Focus Group, Social Media, Mailing List.
5) Scope of Work	x	x	x	x	x
6) Proposed Timeline	\$21,010 (Optional \$3,500 for extras) - Not Stated in Proposal	\$39,500 - Not Stated in Proposal	\$44,700 - Not stated in Proposal	\$24,990 - Not Stated in Proposal	\$40,500
7) Cost Proposal	x	x	x	x	x
8) Twenty Hardcopies by 10/12/16					
<b>Committee Review</b>					
9) Comments from Committee	Worked with Victor, Farmington, Irondequoit. Knows the region/demo. Very thorough product on other master plans. Cost is competitive. Committee would like to see the website they propose as poss. extra.	Did Town's previous Master Plan. Very satisfied with results. Known commodity with already extensive knowledge of the Town, resources, demographics and Plan.	Sample Master Plan is hardly recent. Not a lot of previous Park Master Plan experience. Proposal itself looks good. Mr. Cooper liked the work done in Canton, NY.	Currently work with Town on Ag. Plan. Some members are not satisfied with results. Experience working throughout North America - Can bring diverse and new ideas. Previous proposals in Penn Yan/NC show patterns of wishful projects.	Previously prepared 2011 Comprehensive Plan and Zoning Amendments, and NRI. Previous work done for the Town left members unsatisfied. Proposal comes off as a form proposal. Proposal lacking in detail.
10) Committee Ranking	1	2	3	4	5

# ATTACHMENT 12

**RILEY & GRAFF, LLP**

ATTORNEYS AT LAW  
26 EAST MAIN STREET  
P.O. BOX 604

CLIFTON SPRINGS, NEW YORK 14432 —0604

JOHN F. RILEY  
JEFFREY D. GRAFF

LEGAL ASSISTANTS:  
COURTNEY R. SPRAGUE  
ROBYN L. HANNA

Tel. No. (315) 462-3010  
Fax No. (315) 462-5039

November 4, 2016

Margaret Hilton, Supervisor  
Town of Hopewell  
2716 County Road #47  
Canandaigua, New York 14424

RE: Andrews Road Meter Vault Project  
202-b Improvements

Dear Peg:

As part of the Andrews Road Meter Vault Project for the Canandaigua-Farmington Water District and the Canandaigua-Hopewell Water District, MRB Group has prepared a map, plan and cost estimate describing improvements to these water districts that must be approved by the involved municipalities pursuant to Section 202-b of the Town Law. These improvements consist of constructing a meter vault at the intersection of Andrews Road and Arnold Road in the Town of Canandaigua.

Because this project requires the approval of both the Towns of Hopewell and Canandaigua relative to the Canandaigua-Hopewell Water District and both the Towns of Farmington and Canandaigua relative to the Canandaigua-Farmington Water District, I have prepared the necessary paperwork for all three municipalities to approve of these 202-b improvements. As I do not represent the Town of Canandaigua, I have sent to Peter Ingalsbe the two sets of documents for Canandaigua to proceed with this approval for each of the two water districts they are a part of and also sent to Supervisor Ingalsbe Farmington's set of documents.

Enclosed herewith please find the following documents for Hopewell to give its approval on behalf of the Canandaigua-Hopewell Water District relating to the above-referenced matter: (i) Resolution Authorizing Scheduling of Public Hearing for the Phelps Town Board; (ii) Notice of Public Hearing; (iii) Resolution of the Town Board Approving the 202-b Improvements.

The Town needs to proceed as follows:

1. The Town Board should adopt the Resolution Authorizing Scheduling of Public Hearing, if it makes the findings therein. The Town Clerk will need to fill in the date for the public hearings.

Margaret Hilton, Supervisor  
November 4, 2016  
Page 2 of 2

2. At least 10 days, but not more than 20 days, prior to the date of the public hearing, the Town Clerk must publish the Notice of Public Hearing in the Town's official newspaper and post the Notice on the Town sign board. If the Town regularly maintains a Town website, a copy, with the draft resolution, needs to also be posted on the website. At the appointed date and time, the Town Board must hold the public hearing.
3. After the public hearing, the Town Board should adopt the Resolution Approving the Increase and Improvement of Facilities on behalf of the water district for this project, if it makes the findings therein.

Please note that this action is subject to compliance with SEQRA. In consultation with Greg Hotaling of MRB, we are of the opinion that this action is an Unlisted Action and must be processed as such. The three Towns, each an involved agency, along with any other involved agency, will need to decide on a lead agency. As an Unlisted Action, the short EAF can be used. A determination under SEQR must be made before any of the three Towns can adopt its corresponding resolution approving the increase and improvement of facilities for this project.

Please let me know if you have any questions regarding these procedures.

Very truly yours,

RILEY & GRAFF, LLP

  
Jeffrey D. Graff, Esq.  
jgraft@rileygraff.com

Enclosures

c: Mary Ann Trickey, Town Clerk w/ enc. via e-mail  
Greg Hotaling, MRB Group, via e-mail, with attachments



**TOWN OF CANANDAIGUA  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE**, that a public hearing will be held by the Town Board of the Town of Canandaigua on the 19<sup>th</sup> day of December, 2016 at 6:00 p.m., at the Canandaigua Town Hall, 5440 Routes 5 & 20 West, Canandaigua, New York, to consider proposed improvements to the Canandaigua-Farmington Water District and to the Canandaigua-Hopewell Water District pursuant to Section 202-b of the New York State Town Law.

The proposed improvements consist of construction of a meter vault at the intersection of Andrews Road and Arnold Road in the Town of Canandaigua, New York. The meter vault is intended to eliminate dead-end water mains on Andrews Road, improve water quality and improve available fire flows in both the Canandaigua-Farmington Water District and the Canandaigua-Hopewell Water District. Also, this interconnection will reduce the average water age and increase the available fire flow in both the Canandaigua-Farmington Water District and the Canandaigua-Hopewell Water District

The plan shows the estimated costs of these 202-b improvements to be \$83,950 with the Canandaigua-Hopewell Water District being responsible for \$41,975 of this cost and the Canandaigua-Farmington Water District being responsible for \$41,975 of the cost.

Any resident of the Town of Canandaigua shall be entitled to be heard upon this matter at such public hearing. Copies of the proposed map and plan showing these proposed improvements are available for review at the Canandaigua Town Hall, 5440 Routes 5 & 20 West, Canandaigua, New York.

This by Resolution of the Town Board of the Town of Canandaigua.

Jean Chrisman, Town Clerk  
Town of Canandaigua

# ATTACHMENT 13

**State Environmental Quality Review  
LEAD AGENCY COORDINATION REQUEST**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8  
(State Environmental Quality Review Act) of the Environmental Conservation Law

**The Canandaigua Town Board seeks Lead Agency Status for the  
environmental review for the action described below:**

Project Number

Name of Action: Town of Canandaigua Agricultural Enhancement Plan

Location: 5440 Route 5 & 20 West Canandaigua, NY 14424

Description of the Action:

Adoption of a Town of Canandaigua Agricultural Enhancement Plan.

\_\_\_\_\_ This agency has no objection to the Canandaigua Town Board assuming Lead  
Agency Status for this action

\_\_\_\_\_ This Agency will seek Lead Agency Status

\_\_\_\_\_  
Print or Type Name of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer

Please return to:

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

If no response is received within 30 calendar days from the date of this authorization by the  
Canandaigua Town Board, the Canandaigua Town Board will assume Lead Agency on or after  
December 16, 2016 in accordance to 6 NYCRR Part 617.

# Short Environmental Assessment Form

## Part 1 - Project Information

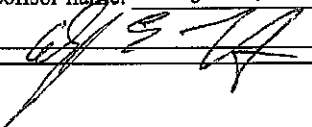
### Instructions for Completing

**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.

<b>Part 1 - Project and Sponsor Information</b>							
Town of Canandaigua Agriculture Enhancement Plan							
Name of Action or Project: Adoption of Town of Canandaigua Agricultural Enhancement Plan							
Project Location (describe, and attach a location map): Town of Canandaigua - townwide							
Brief Description of Proposed Action: Adoption of the Town of Canandaigua Agricultural Enhancement Plan							
Name of Applicant or Sponsor: Town of Canandaigua		Telephone: 585-394-1120					
		E-Mail: dcd@townofcanandaigua.org					
Address: 5440 Routes 5 & 20 West							
City/PO: Canandaigua		State: NY	Zip Code: 14424				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<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, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	N/A <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 <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?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) 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 site of the proposed action?	<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 site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<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 <input type="checkbox"/>	YES <input type="checkbox"/>	
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: _____	<input type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? <input type="checkbox"/> NO <input type="checkbox"/> YES If Yes, briefly describe: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO   <input type="checkbox"/>	YES   <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   <input type="checkbox"/>	YES   <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   <input type="checkbox"/>	YES   <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Doug Finch, Director of Development</u> Date: <u>November 21, 2016</u> Signature: <u></u>		

# ATTACHMENT 14

**State Environmental Quality Review  
LEAD AGENCY COORDINATION REQUEST**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8  
(State Environmental Quality Review Act) of the Environmental Conservation Law

**The Canandaigua Town Board seeks Lead Agency Status for the  
environmental review for the action described below:**

Project Number

Name of Action: Town of Canandaigua Sewer Master Plan

Location: 5440 Route 5 & 20 West Canandaigua, NY 14424

Description of the Action:

Adoption of a Town of Canandaigua Sewer Master Plan.

\_\_\_\_\_ This agency has no objection to the Canandaigua Town Board assuming Lead  
Agency Status for this action

\_\_\_\_\_ This Agency will seek Lead Agency Status

\_\_\_\_\_  
Print or Type Name of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer

Please return to:

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

If no response is received within 30 calendar days from the date of this authorization by the  
Canandaigua Town Board, the Canandaigua Town Board will assume Lead Agency on or after  
December 16, 2016 in accordance to 6 NYCRR Part 617.



**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: Town of Canandaigua Sewer Master Plan		
Project Location (describe, and attach a general location map): Land area of the Town surrounding the City of Canandaigua south of Padelford Brook (See attached Location Map)		
Brief Description of Proposed Action (include purpose or need):  The Sewer Master Plan is a direct Goal/Action Item from the adopted 2011 Comprehensive Plan. A Sewer Master Project Team (SMPPT) was established to work closely with MRB Group from April 2015 to the present. The purpose of this Sewer Master Plan is to provide the Town with a comprehensive planning tool that would provide factual data and other information relative to the sewer system serving the Town. The Sewer Master Plan evaluates the collection system as a whole and provides information back to the Town to assist in their decisions.		
Name of Applicant/Sponsor: Town of Canandaigua / Pamela Helming, Supervisor		Telephone: 585-394-1120 E-Mail: phelming@townofcanandaigua.org
Address: 5440 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Project Contact (if not same as sponsor; give name and title/role): James Fletcher, Highway/Water Superintendent		Telephone: 585-394-3300 E-Mail: jfletcher@townofcanandaigua.org
Address: 5440 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

## B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board - Adoption	
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Ontario County Planning Board - Referral	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

## C. Planning and Zoning

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify the plan(s): <u>Canandaigua Lake, Canandaigua Outlet and Hathaway Brook Watersheds</u> _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify the plan(s): <u>Agricultural Enhancement Plan (Draft), Parks and Recreation Master Plan (2007), Prioritizing Farmland and Scenic Views (2006), Farmland and Open Space Conservation Program (2004)</u> _____ _____	

<b>C.3. Zoning</b>	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, what is the zoning classification(s) including any applicable overlay district? <u>AR-1, AR-2, CC, I, IZ, MR, MUO-1-1, NC, PUD, R-1-20, R-20/278, R-120/281, R-1-30, R-1-30/278, RB-1, RLD, RLD-281, RR-3, and SCR-1</u>	
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, i. What is the proposed new zoning for the site? _____	
<b>C.4. Existing community services.</b>	
a. In what school district is the project site located? <u>Canandaigua Central Schools</u>	
b. What police or other public protection forces serve the project site? <u>Ontario County Sheriffs</u>	
c. Which fire protection and emergency medical services serve the project site? <u>City of Canandaigua Fire Department / Cheshire Volunteer Fire Department</u>	
d. What parks serve the project site? <u>Not Applicable</u>	

#### D. Project Details

<b>D.1. Proposed and Potential Development</b>	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? _____	
b. 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
c. Is the proposed action an expansion of an existing project or use? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)?    % _____    Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will proposed action be constructed in multiple phases? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____	

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <span style="float: right;"><input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____</span> iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No  
If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

\_\_\_\_\_

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No  
If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No  
If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</p> <p style="margin-left: 40px;">• If to surface waters, identify receiving water bodies or wetlands: _____</p> <p style="margin-left: 40px;">• Will stormwater runoff flow to adjacent properties? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend  <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?</p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>n.. Will the proposed action have outdoor lighting?</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?</p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day?</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>ii. Will the proposed action use Integrated Pest Management Practices?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No



s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

##### E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)  
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

<p>c. Is the project site presently used by members of the community for public recreation?</p> <p>i. If Yes: explain: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?</p> <p>If Yes,</p> <p>i. Identify Facilities: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e. Does the project site contain an existing dam?</p> <p>If Yes:</p> <p>i. Dimensions of the dam and impoundment:</p> <ul style="list-style-type: none"> <li>• Dam height: _____ feet</li> <li>• Dam length: _____ feet</li> <li>• Surface area: _____ acres</li> <li>• Volume impounded: _____ gallons OR acre-feet</li> </ul> <p>ii. Dam's existing hazard classification: _____</p> <p>iii. Provide date and summarize results of last inspection: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?</p> <p>If Yes:</p> <p>i. Has the facility been formally closed? _____</p> <ul style="list-style-type: none"> <li>• If yes, cite sources/documentation: _____</li> </ul> <p>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____</p> <p>iii. Describe any development constraints due to the prior solid waste activities: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?</p> <p>If Yes:</p> <p>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?</p> <p>If Yes:</p> <p>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database  <input type="checkbox"/> Yes – Environmental Site Remediation database  <input type="checkbox"/> Neither database         </div> <div style="width: 50%;">           Provide DEC ID number(s): _____            Provide DEC ID number(s): _____         </div> </div> <p>ii. If site has been subject of RCRA corrective activities, describe control measures: _____</p> <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? _____</p> <p>If yes, provide DEC ID number(s): _____</p> <p>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
<ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul>	
<b>E.2. Natural Resources On or Near Project Site</b>	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ %	
_____ %	
_____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site	
<input type="checkbox"/> Moderately Well Drained: _____ % of site	
<input type="checkbox"/> Poorly Drained _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site	
<input type="checkbox"/> 10-15%: _____ % of site	
<input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
ii. Do any wetlands or other waterbodies adjoin the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
<ul style="list-style-type: none"> <li>• Streams: Name _____ Classification _____</li> <li>• Lakes or Ponds: Name _____ Classification _____</li> <li>• Wetlands: Name _____ Approximate Size _____</li> <li>• Wetland No. (if regulated by DEC) _____</li> </ul>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
j. Is the project site in the 100 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
k. Is the project site in the 500 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes:	
i. Name of aquifer: _____	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. 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"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Canandaigua / Pamela Helming Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

**PRINT FORM**

# ATTACHMENT 15

*Town of Canandaigua*

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

**STORMWATER CONTROL FACILITIES  
MAINTENANCE AGREEMENT**

WHEREAS, the Town of Canandaigua, having an address of 5440 Routes 5 & 20 West, Canandaigua, New York 14424 (Municipality) and Cheshire Volunteer Fire Dept. Inc., having an address of 5439 Routes 5 & 20 West, Canandaigua, New York 14424 (Facility Owner) want to enter into an agreement (this "Agreement") to provide for the long term maintenance and continuation of permanent stormwater control measures approved by the Municipality for the below named project, and

WHEREAS, the Municipality and the Facility Owner desire that the permanent stormwater control measures, as detailed on the approved project plans entitled "Grading, Drainage, and Erosion Control Plan – Firehouse #2" having drawing number(s) C-103, prepared by Elliot Engineering Solutions, dated November 12, 2013, and signed February 11, 2014, (the "Plans"), be built in accordance with the Plans and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity in order to ensure optimum performance of the components. Reduced size versions of the Plans are attached hereto as Exhibit A.

Therefore, the Municipality and the Facility Owner agree as follows:

1. This Agreement binds the Municipality and the Facility Owner, its successors and assigns, to maintain the permanent stormwater control measures depicted in the Plans (as same may be amended), which are attached as Schedule A of this Agreement.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the Plans as necessary to ensure optimum performance of the measures to design specifications. If identified on the plans, the stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, and retention ponds (collectively, the "Control Measures").
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the Control Measures.
4. The Facility Owner shall provide for the periodic inspection of the Control Measures, not less than once in every five year period, to determine the condition and integrity of the Control Measures. The Facility Owner's obligations to inspect the Control Measures under this Section 4 shall commence upon the issuance of the first certificate of occupancy for the project depicted on the Plans. Each inspection shall be performed by a Professional Engineer, at the Facility Owner's choosing, so long as such Professional Engineer is licensed by the State of New York (the "Inspecting Engineer"). The Inspecting Engineer shall prepare and submit to the Municipality within 30 days of each inspection, a written report of the findings of his/her inspection including any recommendations necessary for the continued maintenance or repair of the Control Measures.

5. The Facility Owner shall grant Right of Entry to duly authorized representatives of the Town. Upon presentation of proper credentials, duly authorized representatives of the Town may enter at reasonable times upon the premises to inspect the implementation, condition or operation and maintenance of the Control Measures. Facility Owner shall allow persons working on behalf of the Town ready access to all parts of the premises for the purposes of inspecting the Control Measures. Persons working on behalf of the Town shall have the right to temporarily locate, on any stormwater facility or Control Measure in the Town, such devices as are necessary to conduct monitoring and/or sampling of the discharges from such Control Measures.

6. Except in an emergency situation, or as permitted by Section 7 below, The Facility Owner shall not authorize, undertake, or permit any material alteration, abandonment, modification, or discontinuation of the Control Measures except in accordance with written approval of the Municipality.

7. The Facility Owner shall undertake all necessary repairs, maintenance, or replacement of the Control Measures in accordance with the recommendations of the Inspecting Engineer, except to the extent such repairs, maintenance, or replacement are made necessary by the acts or omissions of the Municipality, including without limitation offsite grading. Such repair, maintenance, or replacement shall not require the approval of the Municipality. Repairs, maintenance, or replacements made necessary by the acts or omissions of the Municipality shall be undertaken by the Municipality as its cost and expense.

8. This Agreement shall be recorded in the Office of the County Clerk, County of Ontario.

9. If ever the Municipality determines that the Facility Owner has failed to maintain, clean, repair, replace, and continue the Control Measures in accordance with the Plans or has failed to undertake necessary corrective action in accordance with Section 6 above, the Municipality shall give the Facility Owner written notice of such a default. In the event the Facility Owner fails to cure such default within thirty (30) days from its receipt of such notice, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation, or maintenance of the Control Measures, to charge the Facility Owner for the reasonable expenses of such steps, and to affix such expenses as a lien against the property (including reasonable attorney fees and other administrative costs incurred in executing such a lien); provided however that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, then so long as the Facility Owner commences to cure such default within such thirty (30) day period, and, thereafter, diligently, in good faith and expeditiously proceeds to cure such default before the Municipality may take action under this Section 8.

10. The parties agree and acknowledge that this Agreement shall cover not only the Control Measures set forth on the Plans, but it also shall cover any alterations or modifications to the Plans that may be approved by the Municipality after the execution of this Agreement.

11. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. This Agreement shall not be assignable by the Municipality but may be assigned or transferred by the Facility Owner.



12. All notices required or permitted hereunder shall be in writing and shall be sent to the parties at the following addresses:

If to the Municipality: Stormwater Program Manager  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

If to the Facility Owner: Cheshire Volunteer Fire Department Inc.  
4285 State Route 21 South  
Canandaigua, NY 14424

With copies to: Town Clerk  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

Any such notices may be sent by: (a) certified mail, return receipt requested, or  
(b) a nationally recognized overnight courier

The above addresses may be changed by written notice to the other party. Any such notices shall be deemed effective upon receipts.

12. This agreement sets forth all of the agreements, conditions, and understandings between the Municipality and the Facility Owner concerning the maintenance of the Control Measures and supersedes any and all prior agreements and understandings between the parties with respect thereto.

13. This Agreement shall be governed exclusively by the laws of the State of New York, without giving effect to choice of laws or choice of laws rules or principles.

14. Issuance of the first certificate of occupancy or certificate of compliance for the project depicted on the Plans shall be deemed an acknowledgement by the Municipality that the Control Measures have been constructed in accordance with the Plans.

15. This Agreement may be executed in several counterparts, including by facsimile, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. This Agreement may not be amended, changed, modified, altered, or terminated, except by an instrument in writing, signed by the parties hereto.

17. This Agreement is effective upon full execution by both parties.

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The parties have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

MUNICIPALITY  
TOWN OF CANANDAIGUA, NY

\_\_\_\_\_  
By:  
Title:  
Date:

FACILITY OWNER  
Cheshire Volunteer Fire Department Inc.

\_\_\_\_\_  
By:  
Title:  
Date:

*J. B. Mall*  
*TREASURER*  
*10/20/16*

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State of New York                    )  
County of Ontario                    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual taking acknowledgment

State of New York                    )  
County of Ontario                    ) ss.:

On the 20 day of October in the year 2016 before me, the undersigned, personally appeared Jeffrey B. Moulton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Christine Kubli  
\_\_\_\_\_  
Signature and Office of individual taking acknowledgment

**CHRISTINE KUBLI**  
Notary Public, State of New York  
No. 01KU4807084  
Qualified in Ontario County  
Commission Expires August 31, 20 18

# ATTACHMENT 16

# *Town of Canandaigua*

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

## **STORMWATER CONTROL FACILITIES MAINTENANCE AGREEMENT**

WHEREAS, the Town of Canandaigua, having an address of 5440 Routes 5 & 20 West, Canandaigua, New York 14424 (Municipality) and Morgan Canandaigua Lands LLC (Facility Owner), having an address of 1080 Pittsford Victor Road want to enter into an agreement (this "Agreement") to provide for the long term maintenance and continuation of permanent stormwater control measures approved by the Municipality for the below named project, and

WHEREAS, the Municipality and the Facility Owner desire that the permanent stormwater control measures, as detailed on the approved project plans entitled "CENTERPOINTE TOWNHOUSES – Brickyard and Thomas Roads – FINAL GRADING PLAN", having drawing number(s) 9, 10, 11, 12, 13, and 14 (of 27) prepared by McMahon LaRue Associates, P.C. and last revised September 2014, and signed by the Municipality on 10/2/2014 (the "Plans"), be built in accordance with the Plans and thereafter be maintained, cleaned, repaired, replaced, and continued in perpetuity in order to ensure optimum performance of the components. Reduced size versions of the Plans are attached hereto as Exhibit A.

Therefore, the Municipality and the Facility Owner agree as follows:

1. This Agreement binds the Municipality and the Facility Owner, its successors and assigns, to maintain the permanent stormwater control measures depicted in the Plans (as same may be amended), which are attached as Schedule A of this Agreement.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the Plans as necessary to ensure optimum performance of the measures to design specifications. If identified on the plans, the stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, and retention ponds (collectively, the "Control Measures").
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the Control Measures.
4. The Facility Owner shall provide for the periodic inspection of the Control Measures, not less than once in every five year period, to determine the condition and integrity of the Control Measures. The Facility Owner's obligations to inspect the Control Measures under this Section 4 shall commence upon the issuance of the first certificate of occupancy for the project depicted on the Plans. Each inspection shall be performed by a Professional Engineer, at the Facility Owner's choosing, so long as such Professional Engineer is licensed by the State of New York (the "Inspecting Engineer"). The Inspecting Engineer shall prepare and submit to the Municipality within 30 days of each inspection, a written report of the findings of his/her inspection including any recommendations necessary for the continued maintenance or repair of the Control Measures.

5. The Facility Owner shall grant Right of Entry to duly authorized representatives of the Town. Upon presentation of proper credentials, duly authorized representatives of the Town may enter at reasonable times upon the premises to inspect the implementation, condition or operation and maintenance of the Control Measures. Facility Owner shall allow persons working on behalf of the Town ready access to all parts of the premises for the purposes of inspecting the Control Measures. Persons working on behalf of the Town shall have the right to temporarily locate, on any stormwater facility or Control Measure in the Town, such devices as are necessary to conduct monitoring and/or sampling of the discharges from such Control Measures.

6. Except in an emergency situation, or as permitted by Section 7 below, The Facility Owner shall not authorize, undertake, or permit any material alteration, abandonment, modification, or discontinuation of the Control Measures except in accordance with written approval of the Municipality.

7. The Facility Owner shall undertake all necessary repairs, maintenance, or replacement of the Control Measures in accordance with the recommendations of the Inspecting Engineer, except to the extent such repairs, maintenance, or replacement are made necessary by the acts or omissions of the Municipality, including without limitation offsite grading. Such repair, maintenance, or replacement shall not require the approval of the Municipality. Repairs, maintenance, or replacements made necessary by the acts or omissions of the Municipality shall be undertaken by the Municipality as its cost and expense.

8. This Agreement shall be recorded in the Office of the County Clerk, County of Ontario.

9. If ever the Municipality determines that the Facility Owner has failed to maintain, clean, repair, replace, and continue the Control Measures in accordance with the Plans or has failed to undertake necessary corrective action in accordance with Section 7 above, the Municipality shall give the Facility Owner written notice of such a default. In the event the Facility Owner fails to cure such default within thirty (30) days from its receipt of such notice, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation, or maintenance of the Control Measures, to charge the Facility Owner for the reasonable expenses of such steps, and to affix such expenses as a lien against the property (including reasonable attorney fees and other administrative costs incurred in executing such a lien); provided however that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, then so long as the Facility Owner commences to cure such default within such thirty (30) day period, and, thereafter, diligently, in good faith and expeditiously proceeds to cure such default before the Municipality may take action under this Section 9.

10. The parties agree and acknowledge that this Agreement shall cover not only the Control Measures set forth on the Plans, but it also shall cover any alterations or modifications to the Plans that may be approved by the Municipality after the execution of this Agreement.

11. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. This Agreement shall not be assignable by the Municipality but may be assigned or transferred by the Facility Owner.

12. All notices required or permitted hereunder shall be in writing and shall be sent to the parties at the following addresses:

If to the Municipality: Stormwater Program Manager  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

If to the Facility Owner: Morgan Canandaigua Lands LLC  
1080 Pittsford Victor Road  
Pittsford, NY 14534

With copies to: Town Clerk  
Town of Canandaigua  
5440 Routes 5 & 20 West  
Canandaigua, New York 14424

Any such notices may be sent by: (a) certified mail, return receipt requested, or  
(b) a nationally recognized overnight courier

The above addresses may be changed by written notice to the other party. Any such notices shall be deemed effective upon receipts.

12. This agreement sets forth all of the agreements, conditions, and understandings between the Municipality and the Facility Owner concerning the maintenance of the Control Measures and supersedes any and all prior agreements and understandings between the parties with respect thereto.

13. This Agreement shall be governed exclusively by the laws of the State of New York, without giving effect to choice of laws or choice of laws rules or principles.

14. Issuance of the first certificate of occupancy or certificate of compliance for the project depicted on the Plans shall be deemed an acknowledgement by the Municipality that the Control Measures have been constructed in accordance with the Plans.

15. This Agreement may be executed in several counterparts, including by facsimile, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. This Agreement may not be amended, changed, modified, altered, or terminated, except by an instrument in writing, signed by the parties hereto.

17. This Agreement is effective upon full execution by both parties.


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The parties have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

MUNICIPALITY  
TOWN OF CANANDAIGUA, NY

\_\_\_\_\_  
By:  
Title:  
Date:

FACILITY OWNER  
Morgan Canandaigua Land LLC

  
By: Kevin Morgan  
Title: Managing Member  
Date: October 26, 2016

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State of New York                    )  
County of Ontario                 ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual taking acknowledgment

State of New York                    )  
County of Ontario                 ) ss.:

On the 26 day of October in the year 2016 before me, the undersigned, personally appeared KEVIN MORGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Neil T. Allen  
\_\_\_\_\_  
Signature and Office of individual taking acknowledgment

**NEIL T. ALLEN**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AL6341643  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES MAY 09, 2020

# ATTACHMENT 17

**THE TOWN OF CANANDAIGUA  
HIGHWAY FACILITY IMPROVEMENTS PROJECT**

---

**ONTARIO COUNTY, NEW YORK 14424**

**SEQR  
FULL ENVIRONMENTAL ASSESSMENT FORM  
(EAF) PARTS 1-3**

**NOVEMBER 2016**

Prepared by



Engineering, Architecture, Surveying, P.C.

**THE CULVER ROAD ARMORY  
145 CULVER ROAD, SUITE 160, ROCHESTER, NEW YORK 14620  
TELEPHONE: (585) 381-9250 FACSIMILE: (585) 381-1008**

**Note:** All potential impacts that have been identified in the Full EAF Part 2 as **No or Small Impacts** have been described in this document. Numbering is consistent as outlined in SEQR Full EAF Part 2.

1. **IMPACT OF LAND** – The proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
  - a. The proposed action may involve construction on land where depth to water table is less than 3 feet.
    - The project will occur in areas where the depth to the water table will be 1-2 feet below the surface according to the USDA Natural Resources Conservation Service - Web Soil Survey. Appropriate dewatering measures and drainage measures will be installed during construction. The project will meet all NYS Department of Environmental Conservation (NYSDEC) requirements to assure that erosion and sedimentation are managed throughout the construction phase of the project and all water quality practices required are in place.
  - f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).
    - The anticipated area of disturbance for the proposed project including overall site clearing limits is anticipated to be approximately 7.5 +/- acres of land. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared and all erosion and control measures will be designed and installed per the requirements set forth in the latest edition (2016) of the New York Standards and Specifications for Erosion and Sediment Control.
3. **IMPACTS ON SURFACE WATER** - The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)
  - d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.
    - Available mapping demonstrates that a NYS Wetland and 100' buffer area is located adjacent to the project area. No disturbance to the identify wetland is anticipated, however work will be completed within the 100' buffer area. The project will be required to complete a Water Quality Certification with the NYSDEC. The highway facility is not expected to negatively impact the identified NYS Wetland.
  - h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.
    - Portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time during construction. The site will be susceptible to potential erosion with the potential of discharge of sediment into the existing waterways. Approved erosion and sediment control measures as outlined in the Storm Water Pollution Prevention Plan (SWPPP) will be implemented during construction. Erosion and sediment control measures

will be inspected to ensure proper installation and function throughout the construction project.

- I. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.
  - The site will be susceptible to potential erosion during construction with the potential of discharge of sediment into the existing waterways. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared and all erosion and control measures will be designed and installed per the requirements set forth in the latest edition (2016) of the New York Standards and Specifications for Erosion and Sediment Control. These control measures as outlined in the SWPPP will be implemented during construction. Also a stormwater management facility will be design and constructed to meet the NYSDEC Stormwater Management Design Manual and Town of Canandaigua MS4 requirements.
- 4. IMPACT ON GROUNDWATER** - The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
  - h. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.
    - The proposed action will include the storage of gasoline and diesel fuel in an above ground storage tank. The tank will be design to meet the bulk storage permit requirements.
- 10. IMPACT ON HISTORIC AND ARCHEOLOGICAL RESOURCES** - The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
  - b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.
    - According to the NYSDEC Environmental Assessment Form (EAF) Mapper and the NYS Office of Parks, Recreation and Historical Preservation (NYSOPRHP) Cultural Resource Information System (CRIS) website portions of the proposed project area are identified within potential areas of archeological concern. A consultation summary dated October 26, 2016 (attached) completed using "CRIS" website shows that the project was submitted to the State Historic Preservation Office (SHPO) for their review. A response by SHPO dated October 28, 2016 stated that the project will have "No Impact" upon cultural resources in or eligible for inclusion in the State and National Registers of Historic Places.
- 13. IMPACT ON TRANSPORTATION** – The proposed action may result in a change to existing transportation systems.
  - f. Other Impacts:
    - During construction some detours may need to be implemented; however these impacts will be small to moderate and would be temporary in nature. Proper signage to help direct traffic and pedestrians safely around the construction zones will be provided.

**15. IMPACT ON NOISE, ODOR, AND LIGHT** – The proposed action may result in an increase in noise, odors, or outdoor lighting.

a. Other Impacts:

- Construction and excavation equipment during construction of the facility may exceed the existing ambient noise levels. Vegetative buffering will remain between adjacent land uses to mitigate noise levels during standard operation hours of the highway facility. On-site lighting will be designed in accordance with local light regulations and will be dark-sky compliant.

**16. IMPACT ON HUMAN HEALTH** – The proposed action may have an impact on human health from exposure to new or existing sources of containments. (See Part 1.D.2.q., E.1. d. f. g. and h.)

g. The proposed action involves construction or modification of a solid waste facility.

- The project includes modification to the existing transfer station. The project will include enclosures for these areas to protect from runoff and to help keep these areas protected and isolated from the watershed.

# FIGURE A

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## PROJECT MAPS

- SCHEMATIC SITE PLAN
- WETLANDS INVENTORY MAP
- USGS TOPO MAP
- SHPO COORDINATION DOCUMENTATION CULTURAL RESOURCE INFORMATION SYSTEM (CRIS)

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: Canandaigua Highway Facility Improvements		
Project Location (describe, and attach a general location map): 5440 5& 20 West		
Brief Description of Proposed Action (include purpose or need): The Town of Canandaigua's existing highway facility is beyond its useful life and requires replacement for the purpose of continuing to provide highway services to the Town's residents, improving facility safety, and protecting the Town's assets. The project will include the complete removal of the existing highway garage facility and construction of a new 41,000 SF +/- highway garage facility, transfer station building, cold storage areas, relocation of the fueling station, and appurtenances.		
Name of Applicant/Sponsor: Town of Canandaigua / Pamela Helming, Supervisor		Telephone: 585-394-1120
		E-Mail: phelming@townofcanandaigua.org
Address: 5440 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Project Contact (if not same as sponsor; give name and title/role): James Fletcher, Highway/Water Superintendent		Telephone: 585-394-3300
		E-Mail: jfletcher@townofcanandaigua.org
Address: 5440 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:



## B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board - Bond Authorization	11/21/16 - Projected
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC - Article 24 Freshwater Wetland Permit	1/1/17 - Projected
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## C. Planning and Zoning

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> <li>If Yes, complete sections C, F and G.</li> <li>If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	

<b>C3. Zoning</b>	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? <u>Agricultural Residential - 2 Acre (AR-2) and Planned Unit Development (PUD)</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>C4. Existing community services.</b>	
a. In what school district is the project site located? <u>Canandaigua Central Schools</u>	
b. What police or other public protection forces serve the project site? <u>Ontario County Sheriffs</u>	
c. Which fire protection and emergency medical services serve the project site? <u>City of Canandaigua Fire Department / Cheshire Volunteer Fire Department</u>	
d. What parks serve the project site? <u>Not Applicable</u>	

#### D. Project Details

<b>D.1. Proposed and Potential Development</b>	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Other - Municipal Highway Facility</u>	
b. a. Total acreage of the site of the proposed action?	<u>30.5</u> acres
b. Total acreage to be physically disturbed?	<u>7.5</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>30.5</u> acres
c. Is the proposed action an expansion of an existing project or use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % <u>50 %</u> Units: <u>Square Feet</u>	
d. Is the proposed action a subdivision, or does it include a subdivision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will proposed action be constructed in multiple phases? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. If No, anticipated period of construction: <u>12</u> months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____ _____	

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes,	
i. Total number of structures <u>3</u>	
ii. Dimensions (in feet) of largest proposed structure: <u>40</u> height; <u>207</u> width; and <u>252</u> length	
iii. Approximate extent of building space to be heated or cooled: <u>41,000</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

### D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul>	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
ix. Summarize site reclamation goals and plan: _____	
_____	
_____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>NYS Freshwater Wetland CG-19</u>	
_____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:  
The action will replace the existing gravel surface with asphalt paving within the 100' buffer of the wetland - approximately 15,000 SF

---

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No  
 If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No  
 If Yes:  
 • acres of aquatic vegetation proposed to be removed: \_\_\_\_\_  
 • expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_  
 • purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_  
 • proposed method of plant removal: \_\_\_\_\_  
 • if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

---

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No  
 If Yes:  
 i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day  
 ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No  
 If Yes:  
 • Name of district or service area: Canandaigua Consolidated Water District  
 • Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No  
 • Is the project site in the existing district? ☒ Yes ☐ No  
 • Is expansion of the district needed? ☐ Yes ☒ No  
 • Do existing lines serve the project site? ☒ Yes ☐ No  
 iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 • Source(s) of supply for the district: \_\_\_\_\_  
 iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • Proposed source(s) of supply for new district: \_\_\_\_\_  
 v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_  
 vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

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d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No  
 If Yes:  
 i. Total anticipated liquid waste generation per day: 2,100 gallons/day  
 ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):  
Combination of Sanitary (90%) and Industrial (10%) Wastewater from the new Highway Facility.

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iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No  
 If Yes:  
 • Name of wastewater treatment plant to be used: City of Canandaigua WWTF  
 • Name of district: Ontario County Sewer - County Lake Sewer District  
 • Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No  
 • Is the project site in the existing district? ☐ Yes ☒ No  
 • Is expansion of the district needed? ☐ Yes ☒ No

<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul> <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?  <u>2,000</u> Square feet or <u>0.05</u> acres (impervious surface)  <u>      </u> Square feet or <u>30.5</u> acres (parcel size)</p> <p>ii. Describe types of new point sources. <u>Onsite storm-sewers / swales from asphalt pavement areas.</u></p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  <u>Onsite stormwater management facility/structures discharging to onsite surface water (unnamed tributary to sucker brook)</u></p> <p>• If to surface waters, identify receiving water bodies or wetlands: _____  <u>unnamed tributary to Sucker Brook</u></p> <p>• Will stormwater runoff flow to adjacent properties? _____</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  <u>Heavy equipment and delivery vehicles during construction, Highway vehicles/machinery and plow trucks during normal operation</u></p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  <u>Temporary Power generation during construction</u></p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  <u>None</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend  <input type="checkbox"/> Randomly between hours of _____ to _____</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p>			
<p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:30 to 5:00 PM</u></li> <li>• Saturday: <u>7:30 to 5:00 PM (on request)</u></li> <li>• Sunday: <u>None</u></li> <li>• Holidays: <u>None</u></li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>6:00 to 4:30 PM</u></li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:30 to 5:00 PM</u></li> <li>• Saturday: <u>7:30 to 5:00 PM (on request)</u></li> <li>• Sunday: <u>None</u></li> <li>• Holidays: <u>None</u></li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>6:00 to 4:30 PM</u></li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>Construction equipment between 7:30 and 5:00 PM during construction of the facility.</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	
<p>n.. Will the proposed action have outdoor lighting? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>Site lighting will be dark sky compliant; Site lighting will be determined during design development</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored: 2000 gallons Gasoline and 6000 gallon Diesel Fuel</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p> <p>Above ground fuel storage tank</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: Demo of highway garage tons per _____ (unit of time)</li> <li>• Operation : N/A tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: None</li> <li>• Operation: N/A</li> </ul>	
<p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: Steel generated from the demolition of the ex. highway garage will be scrapped/recycled offsite. All other demolition materials will be landfilled.</li> <li>• Operation: N/A</li> </ul>	

s. Does the proposed action include construction or modification of a solid waste management facility? ☒ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): Town's Transfer Station - expansion of the existing facility

ii. Anticipated rate of disposal/processing:

- 155 Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

## E. Site and Setting of Proposed Action

### E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☒ Rural (non-farm)  
☐ Forest ☒ Agriculture ☐ Aquatic ☒ Other (specify): Municipal highway facility and Town Hall

ii. If mix of uses, generally describe:

The project site resides between a mix of residential, commercial, and agricultural uses.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	17.5	17.6	+0.1
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	12	10.9	-1.1
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)		1.0	+1.0
• Wetlands (freshwater or tidal)	1.0	1.0	0.0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			



<p>c. Is the project site presently used by members of the community for public recreation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: explain: _____</p>	
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes,</p> <p>i. Identify Facilities: _____</p> <p>_____</p>	
<p>e. Does the project site contain an existing dam? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Dimensions of the dam and impoundment:</p> <ul style="list-style-type: none"> <li>• Dam height: _____ feet</li> <li>• Dam length: _____ feet</li> <li>• Surface area: _____ acres</li> <li>• Volume impounded: _____ gallons OR acre-feet</li> </ul> <p>ii. Dam's existing hazard classification: _____</p> <p>iii. Provide date and summarize results of last inspection: _____</p> <p>_____</p>	
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Has the facility been formally closed? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <ul style="list-style-type: none"> <li>• If yes, cite sources/documentation: _____</li> </ul> <p>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____</p> <p>_____</p> <p>iii. Describe any development constraints due to the prior solid waste activities: _____</p> <p>_____</p>	
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p> <p>_____</p>	
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database  <input type="checkbox"/> Yes – Environmental Site Remediation database  <input type="checkbox"/> Neither database         </div> <div style="width: 45%;">           Provide DEC ID number(s): _____            Provide DEC ID number(s): _____         </div> </div> <p>ii. If site has been subject of RCRA corrective activities, describe control measures: _____</p> <p>_____</p> <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, provide DEC ID number(s): _____</p> <p>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p> <p>_____</p> <p>_____</p>	

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? greater than 6.5 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No  
If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

Lima Loam	75 %
Honeoye Loam	25 %
_____	_____ %

d. What is the average depth to the water table on the project site? Average: 1.7 feet

e. Drainage status of project site soils: ☐ Well Drained: \_\_\_\_\_ % of site  
☐ Moderately Well Drained: \_\_\_\_\_ % of site  
☒ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 90 % of site  
☒ 10-15%: 10 % of site  
☐ 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No  
If Yes, describe: \_\_\_\_\_

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h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No  
If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name <u>NYS Wetland</u>	Approximate Size <u>NYS Wetland (in a...</u>
• Wetland No. (if regulated by DEC)	<u>CG-19</u>	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No  
If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

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i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100 year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500 year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No  
If Yes:  
i. Name of aquifer: \_\_\_\_\_

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: i. Identify resource: <u>Canandigua Lake and several local parks including Richard P. Outhouse Memorial Park and Kershaw Park and Miller Park</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Local Parks</u> iii. Distance between project and resource: <u>2.0 miles.</u>	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

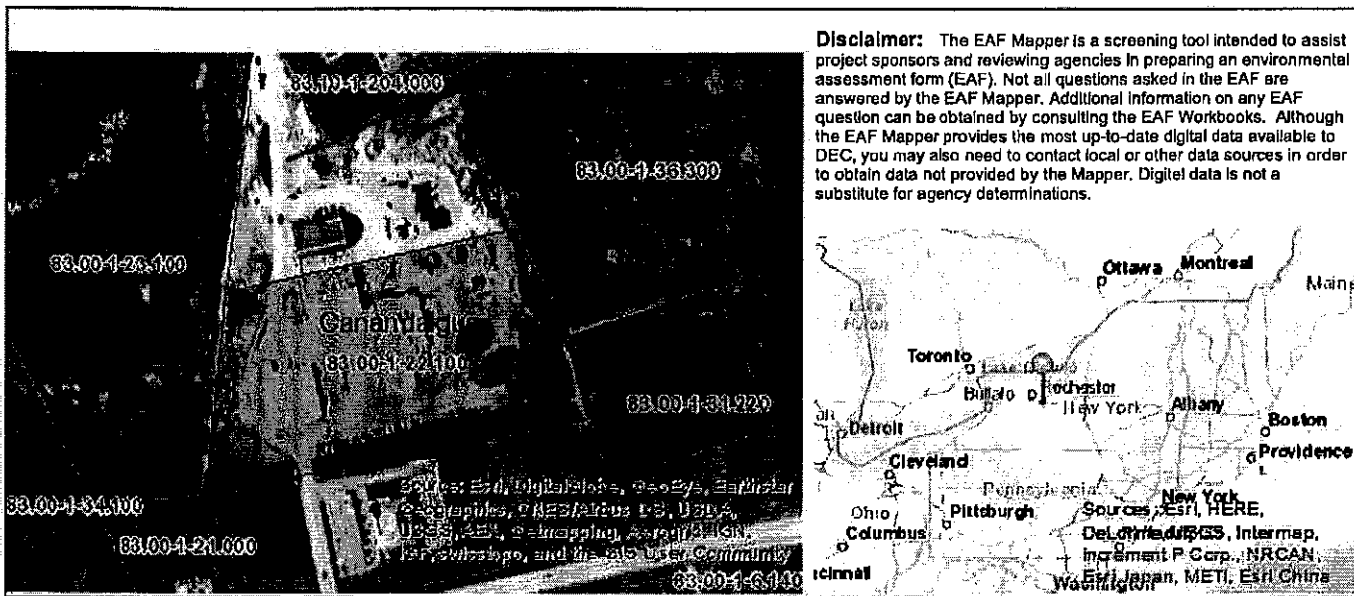
**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Canandigua / Pamela Helming Date 10.19.2016

Signature Pamela Helming Title Supervisor

**PRINT FORM**



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):29.0
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	CG-19
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

<b>E.2.k. [500 Year Floodplain]</b>	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
<b>E.2.l. [Aquifers]</b>	No
<b>E.2.n. [Natural Communities]</b>	No
<b>E.2.o. [Endangered or Threatened Species]</b>	No
<b>E.2.p. [Rare Plants or Animals]</b>	No
<b>E.3.a. [Agricultural District]</b>	No
<b>E.3.c. [National Natural Landmark]</b>	No
<b>E.3.d [Critical Environmental Area]</b>	No
<b>E.3.e. [National Register of Historic Places]</b>	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
<b>E.3.f. [Archeological Sites]</b>	Yes
<b>E.3.i. [Designated River Corridor]</b>	No

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Agency Use Only [If applicable]  
 Project : Canandaigua Highway Facility Improvement  
 Date : November 21, 2016

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2. <div style="text-align: right;"> <input type="checkbox"/> NO      <input checked="" type="checkbox"/> YES         </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>2. Impact on Geological Features</b> The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>3. Impacts on Surface Water</b> The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>



I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>6. Impacts on Air</b> The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g  D2h	<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"/> <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>7. Impact on Plants and Animals</b> The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b> The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b> The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>13. Impact on Transportation</b> The proposed action may result in a change to existing transportation systems. <span style="float: right;"><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES</span> (See Part 1. D.2.j) <i>If "Yes", answer questions a - g. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: <u>During construction only.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>14. Impact on Energy</b> The proposed action may cause an increase in the use of any form of energy. <span style="float: right;"><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</span> (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

<b>15. Impact on Noise, Odor, and Light</b> The proposed action may result in an increase in noise, odors, or outdoor lighting. <span style="float: right;"><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES</span> (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: <u>During construction it is anticipated that elevated noise levels will occur.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

☐ NO

☒ YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>17. Consistency with Community Plans</b> The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>18. Consistency with Community Character</b> The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>



**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The Town of Canandaigua Town Board has reviewed and accepted Parts 1 & 2 of the Full Environmental Assessment Form (EAF) for this action. The Town Board has been established as the lead agency, under SEQRA, for making the required determination of significance. In addition, the general public was made aware of the public review and comment period provided by the Town Board. No significant adverse impacts were identified as the result of this review process. Please see the attached documentation supporting the EAF Part 3 in support of this decision.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQRA Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information  
Environmental Assessment Form (EAF) Part 3, the supporting documentation to the EAF and Mapping.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Town of Canandaigua Town Board as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Town of Canandaigua Highway Facility Improvements Project

Name of Lead Agency: Town of Canandaigua Town Board

Name of Responsible Officer in Lead Agency: Pamela Helming

Title of Responsible Officer: Supervisor

Signature of Responsible Officer in Lead Agency: Date: November 21, 2016

Signature of Preparer (if different from Responsible Officer) MRB Group Date: November 21, 2016

**For Further Information:**

Contact Person: James Fletcher, Highway & Water Superintendent

Address: Town of Canandaigua Town Hall, 5440 5 & 20 West, Canandaigua, NY 14424

Telephone Number: 585-394-3300

E-mail: [jfletcher@townofcanandaigua.org](mailto:jfletcher@townofcanandaigua.org)

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

# ATTACHMENT 18

November 14, 2016

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

**RE: PFISTER ENERGY – WESTBROOK CORNERS, LLC  
EROSION CONTROL SURETY ESTIMATE REVIEW  
TAX MAP NO. 84.00-1-17.1000  
CPN NO. 067-16  
MRB PROJECT No.: 0300.12001.000 PHASE 92**

Dear Mrs. Chrisman,

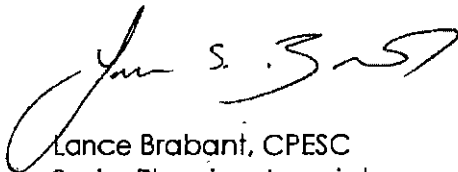
Please be advised that MRB Group has completed a review of the submitted Erosion Control Surety Estimate dated November 10, 2016 for the above referenced project prepared by Hunt Engineers, Architects & Land Surveyors, P.C.

Based on our review of the submitted estimate, we recommend that an Erosion Control Surety be approved in the amount of **\$30,000.00** for the above referenced project. The breakdown of the estimate amount is attached.

Please note that the original surety documentation regarding the establishment of the Erosion Control Surety is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

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

Sincerely,



Lance Brabant, CPESC  
Senior Planning Associate

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Enclosures:

- Erosion Control Surety Estimate dated November 10, 2016

C      Pamela Helming, Supervisor  
         Kristine Singer, Town Bookkeeper  
         Doug Finch, Director of Development  
         Jim Fletcher, Highway and Water Superintendent  
         Chris Jensen, P.E., Code Enforcement Officer  
         Ben Gustafson, P.E. – Hunt Engineers



November 10, 2016

Town of Canandaigua Development Office  
Attn: Chris Jensen, PE  
5440 Route 5 & 20 West  
Canandaigua, NY 14424

**Re: Pfister Energy Solar Array Project, Erosion Control Surety Estimate**  
City of Canandaigua Solar Project, Westcorners LLC

Dear Mr. Jensen:

As part of the conditions of approval we have been ask by Pfister Energy to provide the Town of Canandaigua with an estimated Soil Stabilization and eroslon control amount for the purpose of posting surety to ensure the project and surrounding area is protected against erosion damage caused by construction activities on this project.

Below is our estimated quantities and unit costs.

1.	Site grading	LS	\$3,950.
2.	Silt fence materials and labor.	LS	\$1950.
3.	Hydro seeding	7AC	\$21,500.
4.	Stone for access drive and wash out area. 2175 SF. 12" average depth = 80 CY x \$50.	CY	\$2,600.

**Total Recommended Soil Stabilization and Erosion Control Surety Amount \$30,000.00**

If you have any questions or require any additional information please do not hesitate contacting our office.

Sincerely,

HUNT ENGINEERS, ARCHITECTS & LAND SURVEYORS, PC

  
Ben Gustafson, PE  
Project Manager  
Principal



cc: Mr. Douglas Finch, Director of Development  
Mr. Lance S. Brabant, CPESC

**SURETY BOND**

**BOND NUMBER 9231205**

KNOW ALL MEN BY THESE PRESENTS, that Pfister Energy of Baltimore, LLC, 3915 Coolidge Ave, Baltimore, MD 21229, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196, AS Surety are held and firmly bound unto Town of Canandaigua Planning Board, 5440 Routes 5 and 20 West, Canandaigua, NY 14424, as Obligee, in the amount of Thirty Thousand and 00/100 (\$30,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made application to the Town of Canandaigua Planning Board for a permit for a soil stabilization and erosion control permit for City of Canandaigua Solar Project, Westcorners LLC.

WHEREAS, the Town of Canandaigua Planning Board will grant a permit for such construction, said permit containing certain terms and conditions that must be complied with to satisfy our obligation under this performance bond.

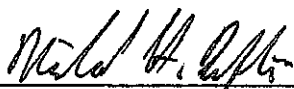
NOW, THE CONDITION OF THE FOREGOING OBLIGATION is such that if the above bounden principal shall in all respects comply with the terms and obligations thereunder, and shall well and truly and in a manner satisfactory to the Town of Canandaigua Planning Board complete the work and save harmless the Town of Canandaigua Planning Board from any expense incurred through the failure of said Principal to comply with the terms and conditions of same permit, or from any damages growing out of the negligence of the said Principal, or his, theirs, or its agents or employees, then the above obligation shall become void and of no effect, otherwise to remain in full force and virtue of law.

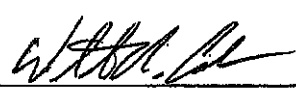
The liability of this bond is limited to the penal sum of the bond.

Signed and Sealed this 14<sup>th</sup> day of November, 2016.

As to Principal:

Pfister Energy of Baltimore, LLC

  
\_\_\_\_\_


By:   
\_\_\_\_\_

Witness

As to Surety:

Fidelity and Deposit Company of Maryland

  
\_\_\_\_\_

By:   
\_\_\_\_\_

Teresa Mathews, Witness

Fred Pung, Attorney-In-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Angela L. KOKOSKO RIPLEY**, **Marc A. BRUNO**, **Fred PUNG** and **Catherine MATHEWS**, all of Columbia, Maryland, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force,

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of November, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Secretary*  
**Michael McKibben**

\_\_\_\_\_  
*Gerald F. Haley*

*Vice President*  
**Gerald F. Haley**

State of Maryland  
County of Baltimore

On this 3rd day of November, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY**, Vice President, and **MICHAEL MCKIBBEN**, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

\_\_\_\_\_  
*Maria D. Adamski*

**Maria D. Adamski, Notary Public**  
My Commission Expires: July 8, 2019





# ATTACHMENT 19

Deferred Compensation Comparison Report, November 21, 2016.

The Personnel Committee has recently focused on the Town offered Deferred Compensation plan. The current plan offered is through Nationwide Retirement Solutions. We were asked to compare the Nationwide plan with the New York State Deferred Compensation plan.

To begin comparing the two retirement plans we scheduled a meeting with each plan representative. The Committee invited all eligible employees to attend these meetings. At each meeting, committee members Samantha and Chris asked the representative a set of questions. In addition, we polled employees in each department to observe satisfaction with the current plan and desire, or lack of, to change plans.

On October 20, 2016 we compiled our findings into the below comparison table.

	<b>Nationwide</b>	<b>New York State</b>
<b>Cost to Town</b>	Indirect cost of performing annual audit of account.	No cost, NYS performs audit.
<b>Cost to Participant</b>	% deducted from return. Unable to get clear answer from rep.	\$20/year + asset-based fee of 4.5 basis points for accounts with over \$20,000.
<b>Pool Size</b>	Town of Canandaigua participating employees.	State-wide participating employees.
<b>Customer Service</b>	Representative is cold, avoids educating participants to assist with plan decisions. Many participants were unaware of online account access.	Representative is eager to answer questions and educate participants in group and individually. Directs to website for FAQ's & online account access. Also offers 24/7 telephone HELPLINE.

Based upon the research and evaluation of the Personnel Committee, it is our recommendation that the Town of Canandaigua leave the current Nationwide Deferred Compensation plan and enroll in the New York State Deferred Compensation plan.

Thank you,

Michelle Amon, Barb Henry, D. Chris Lietz, Samantha Pierce, Pam Post, Kate Silverstrim, Jeff Winner

# ATTACHMENT 20

# Memo

**To:** Canandaigua Town Board  
**From:** Personnel Committee  
**Date:** October 27, 2016  
**Re:** Personnel Committee Recommendations

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Over the past few months, the Personnel Committee has been reviewing the Employee Handbook and we have come up with several topics of discussion for the Town Board as well as a list of changes to correct the Handbook.

The Personnel Committee is recommending the following changes be made in the Employee Handbook:

1. Section 407 – Personnel File – Substance Testing Records – It states “All employee substance testing records will be kept in a separate file apart from the employee’s personnel file in the Highway Superintendent’s office”. The Personnel Committee is suggesting this be changed to “All employee substance testing records will be kept in a separate file apart from the employee’s personnel file in the **Town Supervisors** office”.
2. Section 503 – Meal and Rest Breaks – Overtime Rest Breaks – The Personnel Committee is suggesting this title be changed to **Overtime Breaks** for clarification purposes.
3. Section 604 – Military Leave and Military Leave of Absence – Leave for Military Spouses – It states “In accordance with NYS Labor Law 202-I, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours per week)”. The Personnel Committee is suggesting this be changed to “(who works an average of twenty hours **or more** per week)” for clarification purposes.
4. Section 702 – Overtime – Credit for Paid Leave – It states “Jury duty leave, military leave, and leave for cancer screening or blood donations will not be included as time worked for the purpose of computing overtime.” The Personnel Committee is suggesting this be changed to “Jury duty leave, military leave, leave for cancer screening, blood donations or **compensatory time** will not be included as time worked for the purpose of computing overtime”.

5. Section 704 – Pay Period and Check Distribution – The Personnel Committee is suggesting that where “Bookkeeper” and “Typist” are mentioned that they are both replaced with the title **Finance Clerk II**.
6. Section 801 – Holiday Pay – It states “a full-time employee who does not work on a designated holiday or who uses a floating holiday will be paid for the day at the employee’s regular daily rate of pay”. The Personnel Committee is suggesting this be changed to “a full-time employee who does not work on a designated holiday or who uses a floating holiday will be paid for the day, **8 hours**, at the employee’s regular daily rate of pay” for clarification purposes.
7. Section 802 – Vacation Leave – Part-Time Employees – The paragraph is unclear on who and what part-time employees receive for vacation. After discussing with Jeff Travers from Public Sector HR, he suggests adding in that section that those employees who are normally scheduled 20 or more hours per week will earn vacation time on their anniversary date in the amount of the average hours worked in the previous year.
8. Section 802 – Vacation Leave – Allowance – The Personnel Committee is suggesting changing the first two lines of the vacation chart to the following to help clarify to new employees when and how much vacation time is earned.

AFTER COMPLETION OF:	VACATION LEAVE:
6 months	40 hours
1 <sup>st</sup> January after 6 months is completed	# of months worked x 6.66 – 40 hours = x

9. Section 802 – Vacation Leave – Scheduling – It states “Vacation leave credits may not be used in increments of less than four hours.” The Personnel Committee is suggesting this be changed to “Vacation leave credits **can only be used in a minimum of 4 hours and 1 hour increments thereafter.**”
10. Section 802 – Vacation Leave – Termination of Employment – The Personnel Committee is suggesting adding a sentence regarding retiring employees earning their vacation time for that year according to the approved Resolution No. 2016-228.
11. Section 804 – Personal Leave – Proper Use of Personal Leave – The Personnel Committee is suggesting removing the sentence that states “In no event, may personal leave credits be used on the scheduled workday immediately prior to or following a holiday or vacation” as it is inconsistent with prior changes made in Resolution 2015 – 292.
12. Section 806 – Medical Insurance – The Personnel Committee is suggesting adding another section or adding on to the current section to describe the Dental Insurance as there is currently no section in the Handbook.
13. Section 815 – Clothing Allowance – It states “The Town will provide an employee in the Highway Department with cleaned shirts at no expense to the employee”. The Personnel Committee is suggesting this be changed to “The Town **may** provide an **employee** with **required uniforms** at no expense to the employee.”

14. Section 905 – Dangers of Drug Abuse in the Workplace – It states “Employees with chemical dependence problems have a major negative impact on productivity, staff moral and labor/management relations.” The word moral should be **morale**.
15. Section 906 – At the end of the paragraph the word “campus” is on its own line and serves no purpose so we are suggesting it be removed.
16. Section 1100 Communication Procedures – The section 1006 is numbered incorrectly and should be numbered **1106**.
17. Section 1201 – Dispute Resolution Procedure – Right to Representation – It states “The employee will be not be allowed representation by counsel at the hearing or have the right to summon witnesses.” This should read “The employee **will not be** allowed representation by counsel at the hearing or have the right to summon witnesses.”

The Personnel Committee is recommending the following topics to be brought up for discussion:

- Section 507 – Vehicle Usage – The Personnel Committee is recommending that employees under the age of 21 be allowed to drive Town vehicles.
- Section 602 – Bereavement Leave – The Personnel Committee is recommending that the three consecutive days of bereavement leave be extended to allowing an employee to use three days of bereavement leave within a certain time period (ex. 1 week or 2 weeks).
- Section 702 – Compensatory Time – The Personnel Committee is asking if compensatory time can be cashed in more than just once at the end of the year?
- Section 703 – Call-In Pay – The Personnel Committee is recommending that call-In Pay is computing as overtime.
- Section 802 – Vacation Leave – The Personnel Committee is recommending that use of vacation leave be changed from a minimum of 4 hours to a minimum of 2 hours.

# ATTACHMENT 21

**State Environmental Quality Review  
LEAD AGENCY COORDINATION REQUEST**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8  
(State Environmental Quality Review Act) of the Environmental Conservation Law

**The Canandaigua Town Board seeks Lead Agency Status for the  
environmental review for the action described below:**

Project Number

Name of Action: Town of Canandaigua Rezoning / Construction Apartments

Location: Town of Canandaigua, near the intersection of CR 10 and CR 46

Description of the Action:

This action includes the rezoning of approximately 140 acres and the construction of 288  
affordable apartments, with a fourth phase of 98 market rate apartments.

\_\_\_\_\_ This agency has no objection to the Canandaigua Town Board assuming Lead  
Agency Status for this action

\_\_\_\_\_ This Agency will seek Lead Agency Status

\_\_\_\_\_  
Print or Type Name of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer

Please return to:

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

If no response is received within 30 calendar days from the date of this letter, the Canandaigua  
Town Board will assume Lead Agency on or after December 16, 2016 in accordance to 6  
NYCRR Part 617.



**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: DiMarco Canandaigua Multi-family housing		
Project Location (describe, and attach a general location map): Ontario County Routes 46 and 10		
Brief Description of Proposed Action (include purpose or need):  The proposed project is a multi-family residential housing community, consisting of 288 affordable apartments and 96 market rate apartments with a clubhouse. Construction will include proposed roadways, both private and dedicated, parking areas, and necessary utilities. Property is currently zoned Community Commercial and is within the Mixed Use Overlay District 3. The applicant is requesting rezoning pursuant to the Town of Canandaigua Town Code 220-33 Mixed Use Overlay Process		
Name of Applicant/Sponsor: The Dimarco Group (on behalf of CGA CRIO LLC)		Telephone: 585-272-7760
		E-Mail: pcolucci@dimarcogroup.com
Address: 1950 Brighton-Henrietta Town Line Road		
City/PO: Rochester	State: New York	Zip Code: 14623
Project Contact (if not same as sponsor; give name and title/role): Paul Colucci - Vice President		Telephone: 585-272-7760
		E-Mail: pcolucci@dimarcogroup.com
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Gregory Westbrook		Telephone:
		E-Mail:
Address: 3844 Co Road 16		
City/PO: Canandaigua	State: NY	Zip Code: 14424

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board - MUO designation Town Board - Water District Formation	November 2016 January 2017
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Planning Board - Prelim/Final Site Plan approvals	March 2017
c. City Council, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MS4 Approval of SWPPP	February 2017
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	OCDPW/ Ontario County Planning Board	January 2017
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS DHCR, NYSDOH NYSDEC - Wetlands	December 2016 Completed April 2016
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	US Army Corps of Eng. - Wetlands	Completed May 2016
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Mixed Use Overlay (MUO)

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

### C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
(CC) Community Commercial with (MUO-3) Mixed Use Overlay District #3

- b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

- c. Is a zoning change requested as part of the proposed action? ☒ Yes ☐ No

i. What is the proposed new zoning for the site? (MUC-3) Mixed Use Overlay District #3

i. What is the proposed new zoning for the site? MUO-3) Mixed Use Overlay District #3

#### C.4. Existing community services.

- a. In what school district is the project site located? Canandaigua City School District

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

b. What police or other public protection forces serve the project site?  
Canandaigua Police Department, Ontario County Sheriff

- c. Which fire protection and emergency medical services serve the project site?

Canandaigua Fire Department, Canandaigua Emergency Squad

- d. What parks serve the project site?

Kershaw Park, Canandaigua Lake State Marine Park, Jefferson Memorial Park, Sonnenburg Park

#### D. Project Details

#### D.1. Proposed and Potential Development

- c. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational); if mixed, include all

- a. what is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational, if mixed, include all components)? Multi-Family Residential
- 
- b. a. Total acreage of the site of the proposed action? 142.77 acres
- b. Total acreage to be physically disturbed? + .42 acres
- c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 142.77 acres

- c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No
- i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

- d. Is the proposed action a subdivision, or does it include a subdivision? ☒ Yes ☐ No

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

- Residential - Administrative Adjustment of Lot Lines 4 lots to 4 lots

- ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

- iv. Minimum and maximum proposed lot sizes? Minimum 19.2 acres Maximum 74.52 acres

- e. Will proposed action be constructed in multiple phases? ☒ Yes ☐ No

- i. If No, anticipated period of construction: \_\_\_\_\_ months

- Total number of phases anticipated 4

- Anticipated commencement date of phase 1 (including demolition) 6 month 2017 year

- Anticipated completion date of final phase 12 month 2022 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Proposed phases will be 3 phases of 96 affordable apartments each, and a single phase of 96 market rate apartments.

\_\_\_\_\_

\_\_\_\_\_

|  |                   |                   |                     |                                       |
|--|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> |                   |                   |                     |                                       |
| If Yes, show numbers of units proposed.  |                   |                   |                     |                                       |
|  | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase  | _____             | _____             | _____               | 96                                    |
| At completion of all phases  | _____             | _____             | _____               | 384                                   |

|   |  |
|---|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> |  |
| If Yes,   |  |
| i. Total number of structures _____   |  |
| ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length   |  |
| iii. Approximate extent of building space to be heated or cooled: _____ square feet   |  |

|   |  |
|---|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span> |  |
| If Yes,   |  |
| i. Purpose of the impoundment: <u>Storm Water Management</u>  |  |
| ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input checked="" type="checkbox"/> Other specify: _____  |  |
| Runoff _____  |  |
| iii. If other than water, identify the type of impounded/contained liquids and their source. _____  |  |
| iv. Approximate size of the proposed impoundment. Volume: _____ TBD million gallons; surface area: _____ TBD acres  |  |
| v. Dimensions of the proposed dam or impounding structure: _____ TBD height; _____ TBD length   |  |
| vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____  |  |
| <u>Compacted earth free of organic matter</u>   |  |

**D.2. Project Operations**

|  |  |
|--|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> |  |
| If Yes:  |  |
| i. What is the purpose of the excavation or dredging? _____  |  |
| ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  |  |
| <ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul>   |  |
| iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____   |  |
| iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |  |
| If yes, describe. _____  |  |
| v. What is the total area to be dredged or excavated? _____ acres  |  |
| vi. What is the maximum area to be worked at any one time? _____ acres   |  |
| vii. What would be the maximum depth of excavation or dredging? _____ feet   |  |
| viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |  |
| ix. Summarize site reclamation goals and plan: _____   |  |
| _____  |  |
| _____  |  |

|   |  |
|---|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> |  |
| If Yes:   |  |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____   |  |
| _____   |  |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No  
If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

---

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No  
If Yes:

i. Total anticipated water usage/demand per day: +76,800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No  
If Yes:

- Name of district or service area: Canandaigua Water District
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☒ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☒ No

iii. Will line extension within an existing district be necessary to supply the project? ☒ Yes ☐ No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
Extend existing service lines into the proposed development site.
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

---

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No  
If Yes:

i. Total anticipated liquid waste generation per day: +76,800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_  
Sanitary wastewater disposal from the residential units and clubhouse

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No  
If Yes:

- Name of wastewater treatment plant to be used: Canandaigua WWTF
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☒ No
- Is expansion of the district needed? ☒ Yes ☐ No

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul> <p><u>Proposed on-site pump station and sanitary sewers to be constructed and connected to existing sanitary sewer mains.</u></p>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul> <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____</p> <p>_____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| <p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p>_____ Square feet or <u>+/- 15</u> acres (impervious surface)</p> <p>_____ Square feet or <u>142</u> acres (parcel size)</p> <p>ii. Describe types of new point sources. <u>Pipes, swales, gutters, and roof leaders</u></p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</p> <p><u>Storm water will be directed to storm water management facilities to be constructed in order to release runoff at controlled rates.</u></p> <p>_____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> </ul> <p><u>The proposed ponds will discharge to the Canandaigua Outlet to the west of the property.</u></p> <p>_____</p> <ul style="list-style-type: none"> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p> <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |

|  |   |   |   |
|--|---|---|---|
| <p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>  |   |   |   |
| <p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>   |   |   |   |
| <p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input checked="" type="checkbox"/> Morning <input checked="" type="checkbox"/> Evening <input type="checkbox"/> Weekend<br/> <input type="checkbox"/> Randomly between hours of _____ to _____</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing <u>0</u> Proposed <u>868</u> Net increase/decrease <u>+868</u></p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:<br/> <u>Proposed private and dedicated roads to be constructed as part of the project.</u></p> |   |   |   |
| <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   |   |   |   |
| <p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   |   |   |   |
| <p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:00 AM - 9:00 PM</u></li> <li>• Saturday: <u>7:00 AM - 9:00 PM</u></li> <li>• Sunday: <u>Occasionally 7:00 AM - 5:00 PM</u></li> <li>• Holidays: <u>If needed 7:00 AM - 5:00 PM</u></li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> </tr> </table>   |   | <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:00 AM - 9:00 PM</u></li> <li>• Saturday: <u>7:00 AM - 9:00 PM</u></li> <li>• Sunday: <u>Occasionally 7:00 AM - 5:00 PM</u></li> <li>• Holidays: <u>If needed 7:00 AM - 5:00 PM</u></li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7:00 AM - 9:00 PM</u></li> <li>• Saturday: <u>7:00 AM - 9:00 PM</u></li> <li>• Sunday: <u>Occasionally 7:00 AM - 5:00 PM</u></li> <li>• Holidays: <u>If needed 7:00 AM - 5:00 PM</u></li> </ul>  | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |   |   |

|  |  |
|--|--|
| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p style="margin-left: 20px;"><u>General construction noise associated with construction machinery and vehicles. These noises will be temporary noises with short duration most of the time.</u></p>   |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>  |  |
| <p>n.. Will the proposed action have outdoor lighting? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p style="margin-left: 20px;"><u>Parking, Lighting, and building entry lights for the apartments.</u></p>   |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>  |  |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>   |  |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>   |  |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p> <p>_____</p> <p>_____</p>   |  |
| <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>  |  |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> |  |



s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☒ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

| Land use or Covertype  | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               | 0               | +15 acres                        | +15 acres          |
| • Forested   | +140 acres      | +100 acres                       | +40 acres          |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | +6.75 acres     | +6.75 acres                      | 0                  |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        |                 |                                  |                    |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           | +4.7 acres      | +4.7 acres                       | 0                  |
| • Wetlands (freshwater or tidal)   | +48 acres       | +48 acres                        | 0                  |
| • Non-vegetated (bare rock, earth or fill)   |                 |                                  |                    |
| • Other Describe: _____  |                 |                                  |                    |

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No  
If Yes,  
i. Identify Facilities: \_\_\_\_\_  
\_\_\_\_\_

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
If Yes:  
i. Has the facility been formally closed? ☐ Yes ☐ No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
\_\_\_\_\_

iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_  
\_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_  
\_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No  
☐ Yes -- Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
☐ Yes -- Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_  
\_\_\_\_\_

|   |   |
|---|---|
| v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   |   |
| <ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul> |   |
| <b>E.2. Natural Resources On or Near Project Site</b>   |   |
| a. What is the average depth to bedrock on the project site? _____ >6.5 feet  |   |
| b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   |   |
| If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %   |   |
| c. Predominant soil type(s) present on project site:  |   |
| Lakemont silty clay loam 0-3% slope   | 63.6 %  |
| Wayland soils complex 0-3% slope  | 13.7 %  |
| Schoharie silty clay loam 3-8% slope  | 6.8 %   |
| d. What is the average depth to the water table on the project site? Average: _____ .06 feet  |   |
| e. Drainage status of project site soils:   |   |
| <input checked="" type="checkbox"/> Well Drained:   | 42 % of site  |
| <input checked="" type="checkbox"/> Moderately Well Drained:  | 13.4 % of site  |
| <input checked="" type="checkbox"/> Poorly Drained  | 63.8 % of site  |
| f. Approximate proportion of proposed action site with slopes:  |   |
| <input checked="" type="checkbox"/> 0-10%:  | 97.2 % of site  |
| <input checked="" type="checkbox"/> 10-15%:   | 2.8 % of site   |
| <input type="checkbox"/> 15% or greater:  | _____ % of site   |
| g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   |   |
| If Yes, describe: _____   |   |
| h. Surface water features.  |   |
| i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Do any wetlands or other waterbodies adjoin the project site?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes to either i or ii, continue. If No, skip to E.2.i.   |   |
| iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| iv. For each identified regulated wetland and waterbody on the project site, provide the following information:   |   |
| • Streams: Name <u>898-194, 898-123</u> Classification <u>C</u>   |   |
| • Lakes or Ponds: Name _____ Classification _____   |   |
| • Wetlands: Name <u>Federal Waters, Federal Waters, Federal Waters,...</u> Approximate Size <u>NYS Wetland (in a...</u>   |   |
| • Wetland No. (if regulated by DEC) <u>CG-20</u>  |   |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>  |   |
| If yes, name of impaired water body/bodies and basis for listing as impaired: _____   |   |
| i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>   |   |
| j. Is the project site in the 100 year Floodplain? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>   |   |
| k. Is the project site in the 500 year Floodplain? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>   |   |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>  |   |
| If Yes:   |   |
| i. Name of aquifer: <u>Principal Aquifer</u>  |   |

|  |                              |            |                 |               |                              |                  |  |
|--|------------------------------|------------|-----------------|---------------|------------------------------|------------------|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Deer _____</td> <td style="width: 50%;">Squirrels _____</td> </tr> <tr> <td>Rabbits _____</td> <td>and a variety of birds _____</td> </tr> <tr> <td>Woodchucks _____</td> <td></td> </tr> </table>  |                              | Deer _____ | Squirrels _____ | Rabbits _____ | and a variety of birds _____ | Woodchucks _____ |  |
| Deer _____   | Squirrels _____              |            |                 |               |                              |                  |  |
| Rabbits _____  | and a variety of birds _____ |            |                 |               |                              |                  |  |
| Woodchucks _____   |                              |            |                 |               |                              |                  |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> |                              |            |                 |               |                              |                  |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>   |                              |            |                 |               |                              |                  |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>   |                              |            |                 |               |                              |                  |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>   |                              |            |                 |               |                              |                  |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>   |                              |            |                 |               |                              |                  |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>  |                              |            |                 |               |                              |                  |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>   |                              |            |                 |               |                              |                  |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>   |                              |            |                 |               |                              |                  |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>  |                              |            |                 |               |                              |                  |  |

|   |   |
|---|---|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <div style="margin-left: 20px;">           i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site    <input type="checkbox"/> Historic Building or District<br/>           ii. Name: _____<br/>           iii. Brief description of attributes on which listing is based: _____         </div>   |   |
| f. 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <div style="margin-left: 20px;">           i. Describe possible resource(s): _____<br/>           ii. Basis for identification: _____         </div>  |   |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes: <div style="margin-left: 20px;">           i. Identify resource: <u>Canandaigua Lake</u><br/>           ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Canandaigua Lake Outlet</u><br/>           iii. Distance between project and resource: _____ 0 miles.         </div> |   |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: <div style="margin-left: 20px;">           i. Identify the name of the river and its designation: _____<br/>           ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?         </div>  |   |

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

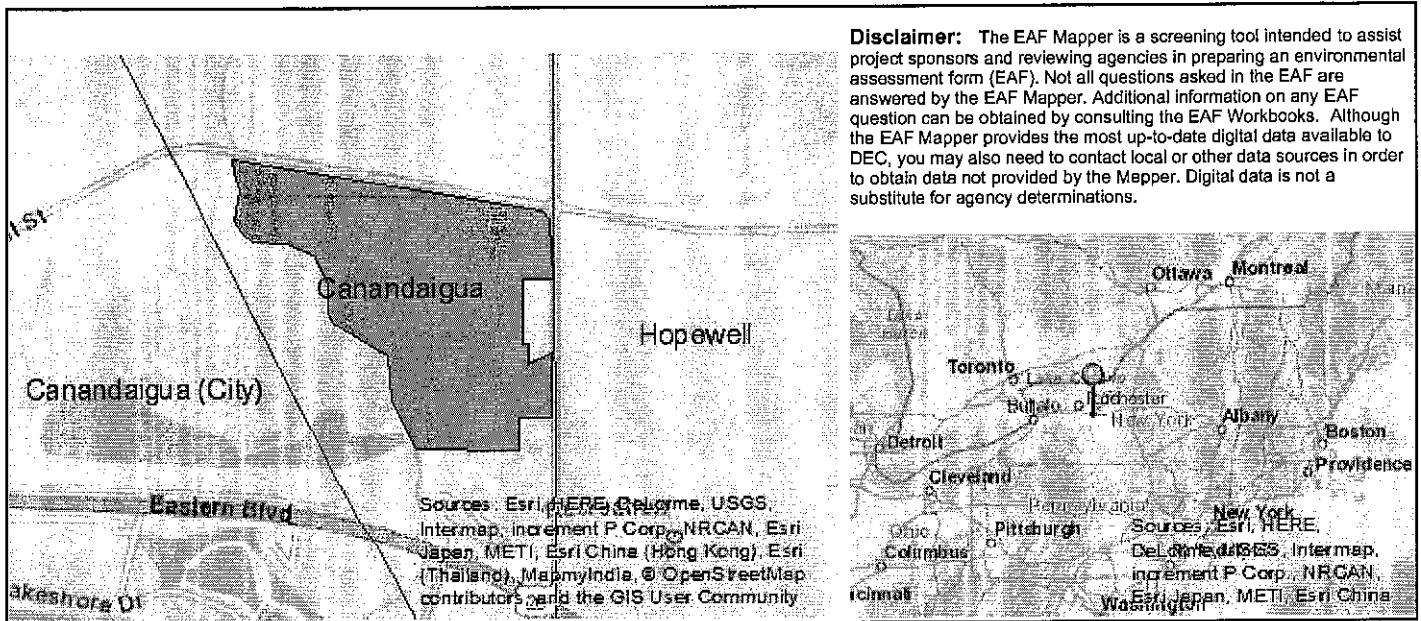
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name BME as Agent for Dimarco Group Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_



|   |   |
|---|---|
| B.1.i [Coastal or Waterfront Area]  | No  |
| B.1.ii [Local Waterfront Revitalization Area]                                       | No  |
| C.2.b. [Special Planning District]  | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.  |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History]            | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.  |
| E.1.h.i [DEC Spills or Remediation Site - Listed]                                   | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.  |
| E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.  |
| E.1.h.iii [Within 2,000' of DEC Remediation Site]                                   | No  |
| E.2.g [Unique Geologic Features]  | No  |
| E.2.h.i [Surface Water Features]  | Yes   |
| E.2.h.ii [Surface Water Features]   | Yes   |
| E.2.h.iii [Surface Water Features]  | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| E.2.h.iv [Surface Water Features - Stream Name]                                     | 898-194, 898-123  |
| E.2.h.iv [Surface Water Features - Stream Classification]                           | C   |
| E.2.h.iv [Surface Water Features - Wetlands Name]                                   | Federal Waters, NYS Wetland   |
| E.2.h.iv [Surface Water Features - Wetlands Size]                                   | NYS Wetland (in acres):230.8  |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number]                             | CG-20   |
| E.2.h.v [Impaired Water Bodies]   | No  |

|   |  |
|---|--|
| E.2.i. [Floodway]                             | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.2.j. [100 Year Floodplain]                  | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.2.k. [500 Year Floodplain]                  | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.2.l. [Aquifers]                             | Yes  |
| E.2.l. [Aquifer Names]                        | Principal Aquifer  |
| E.2.n. [Natural Communities]                  | No   |
| E.2.o. [Endangered or Threatened Species]     | No   |
| E.2.p. [Rare Plants or Animals]               | No   |
| E.3.a. [Agricultural District]                | No   |
| E.3.c. [National Natural Landmark]            | No   |
| E.3.d. [Critical Environmental Area]          | No   |
| E.3.e. [National Register of Historic Places] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.3.f. [Archeological Sites]                  | Yes  |
| E.3.i. [Designated River Corridor]            | No   |

## SUPPORTING DOCUMENTS

- DEC Wetland Determination Letter
- DEC Wetland Determination Letter (Exhibit)
- USACE Wetland JD Letter
- NRCS Web Soil Survey Map
- Cultural Resources Information System (CRIS) Map
- Rendered Site Plan



## DEC Wetland Determination Letter



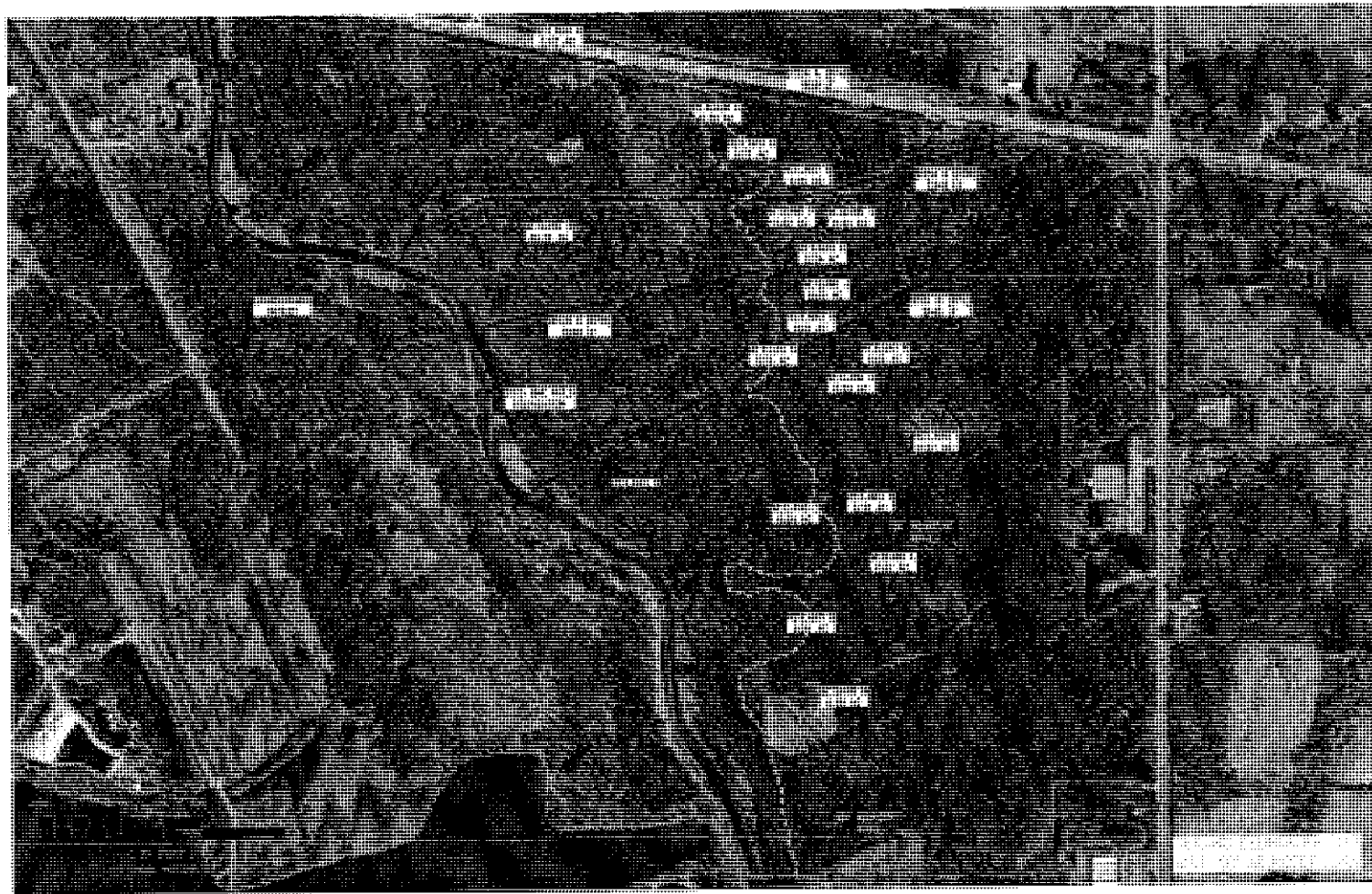
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
Division of Fish, Wildlife and Marine Resources | Region 8 Bureau of Habitat  
6274 East Avon-Lima Road | Avon, NY 14414-9516  
Phone: (585) 226-2466 | Fax: (585) 226-2830

## Freshwater Wetlands Determination

|   |   |                             |  |
|---|---|-----------------------------|--|
| NAME<br><b>Martin Janda</b>   |   | WETLAND ID#<br><b>CG-20</b> | DATE INVESTIGATION CONDUCTED<br><b>4-19-2016</b> |
| ORGANIZATION<br><b>BME Associates</b>   | TOWN: <b>Canandaigua</b> COUNTY: <b>Ontario</b> |                             |  |
| STREET ADDRESS<br><b>10 Lift Bridge Lane East</b>   |   |                             |  |
| CITY - VILLAGE - TOWN<br><b>Fairport</b>  | STATE<br><b>NY</b>                              | ZIP CODE<br><b>14450</b>    |  |
| RE:<br><b>Concurrence with wetland Delineation</b>  |   |                             |  |
| <p>This letter is in response to your inquiry regarding the applicability of Article 24 (Freshwater Wetland Act) regulations to the parcel of land in question. An investigation was conducted and, based on this determination, the Department of Environmental Conservation finds that the statements checked below apply to the subject property:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> A regulated Freshwater Wetland is located on or within 100 feet of this property, and regulated activities in the wetland or within the 100-foot adjacent area are subject to permit requirements.</li><li><input type="checkbox"/> No regulated Freshwater Wetland is currently mapped on or within 100 feet of this property. Therefore, no New York Environmental Conservation Law Article 24 Freshwater Wetland permit is required at this time.</li><li><input type="checkbox"/> The project, as described, is within 100 feet of a regulated wetland, and a wetland permit will be required prior to the commencement of the proposed project. Information about Freshwater Wetlands and regulated activities can be found on the Department's Freshwater Wetlands web page: <a href="http://www.dec.ny.gov/lands/4937.html">http://www.dec.ny.gov/lands/4937.html</a></li><li><input type="checkbox"/> The property contains a regulated wetland and/or is within 100 feet of a wetland boundary, but the described project is located outside the regulated area and will not require a wetland permit.</li><li><input checked="" type="checkbox"/> Please contact the <b>U.S. Army Corps of Engineers (Buffalo office)</b> at <b>716-879-4330</b> regarding any federally protected wetlands in the vicinity. <a href="http://www.lrb.usace.army.mil/Missions/Regulatory.aspx">http://www.lrb.usace.army.mil/Missions/Regulatory.aspx</a></li><li><input checked="" type="checkbox"/> The boundary of the regulated wetland located on this property has been precisely delineated as follows:<br/><br/>The wetland is accurate as delineated by Martin Janda, and Dustin Bradley of BME Associates. The state regulated wetland includes wetlands B, C, E, G, N, and Q. Development in this area should avoid impacts to the wetland and the associated 100 foot adjacent area.<br/><br/>Wetland A appears to be isolated from the main wetland B, and is associated with the Road side Ditch. Wetlands D, F, H, I, J, K, L, O, P, R, and S are either less than 0.10 acres in size and/or are more than 165 feet from the main wetland complex. As such the Department will not have jurisdiction at this time. However, if the Army Corps of Engineers asserts jurisdiction and permits are needed the Department may have to issue section 404 Water Quality Certification. It is imperative that any development in this area avoid and/or minimizes impacts to any wetlands on this site.</li></ul> |   |                             |  |
| SIGNED: _____   |   | TITLE: <b>Biologist</b>     |  |

Department wetland field delineations remain in effect for a period of five years, after which they are subject to revision at the Department's discretion, due to changing site conditions. Measurements of the 100-foot adjacent area are done *horizontally* upland from the wetland boundary, not along the ground surface. Identification of the adjacent-area boundary, if done, is the responsibility of the landowner or project sponsor.

## DEC Wetland Determination Letter (Exhibit)



## USACE Wetland JD Letter



DEPARTMENT OF THE ARMY  
BUFFALO DISTRICT, CORPS OF ENGINEERS  
1776 NIAGARA STREET  
BUFFALO, NEW YORK 14207-3199

REPLY TO  
ATTENTION OF:

May 19, 2016

Regulatory Branch

SUBJECT: Department of the Army Application No. 2016-00350.

Paul Colucci  
DiMarco Constructors  
1950 Brighton Henrietta Town Line Rd.  
Rochester, NY 14623

Dear Mr. Colucci:

I am writing to you in regard to your request for a jurisdictional determination for the property located on a 142.3 acre property located southwest of the intersection of Route 46 and Route 10, and east of the Canandaigua Outlet in the City of Canandaigua, Ontario County, New York.

Section 404 of the Clean Water Act (CWA) establishes Corps of Engineers jurisdiction over the discharge of dredged or fill material into waters of the United States (WOUS), including wetlands, as defined in 33 CFR Part 328.3.

I am hereby verifying the Federal wetland boundary as shown on the attached wetland delineation map. This verification was confirmed on January 7, 2016 and will remain valid for a period of five (5) years from the date of this correspondence unless new information warrants revision of the delineation before the expiration. At the end of this period, a new wetland delineation will be required if a project has not been completed on this property and additional impacts are proposed for WOUS. Further, this delineation/determination has been conducted to identify the limits of the Corps CWA jurisdiction for the particular site identified in this request. This delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resource Conservation Service prior to starting work.

Based upon my review of the submitted delineation and on-site observations, I have determined that wetland areas Wetland B, Wetland C, Wetland D, Wetland G, Wetland H, Wetland K, Wetland J, Wetland M, Wetland N, Wetland O, Wetland P, Wetland Q, Wetland R, and Wetland S and the tributaries, Canandaigua Outlet, the Unnamed Non-RPW Trib 1 to Canandaigua Outlet, the Unnamed Non-RPW Trib 2 to Canandaigua Outlet, and the Unnamed Non-RPW Trib 3 to Canandaigua Outlet on the subject parcel are part of a surface water tributary system to a navigable water of the United States as noted on the attached Jurisdictional Determination (JD) form. Therefore, these wetlands and tributaries are regulated under Section

Regulatory Branch

SUBJECT: Department of the Army Application No. 2016-00350.

404 of the CWA. DA authorization is required if you propose a discharge of dredged or fill material in these areas.

In addition, I have determined that there is no clear surface water connection or ecological continuum between wetland areas Wetland I, Wetland F, Wetland L, and Wetland E on the parcel and a surface tributary system to a navigable water of the United States. Therefore, these waters are considered isolated, non-navigable, intrastate waters and not regulated under Section 404 of the CWA. Accordingly, you do not need DA authorization to commence work in these areas.

I encourage you to contact the appropriate state and local governmental officials to ensure that the proposed work complies with their requirements.

Finally, this letter contains an approved JD for the subject parcel. If you object to this JD, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal the above JD, you must submit a completed RFA form within 60 days of the date on this letter to the Great Lakes/Ohio River Division Office at the following address:

Attn: Jacob Siegrist  
Great Lakes and Ohio River Division  
CELRD-PDS-O  
550 Main Street, Room 10524  
Cincinnati, OH 45202-3222  
Phone: 513-684-2699; FAX 513-684-2460

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **July 19, 2016**.

It is not necessary to submit an RFA to the Division office if you do not object to the determination in this letter.

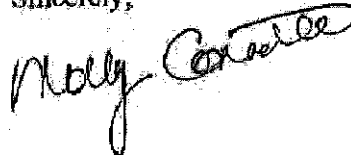


Regulatory Branch

SUBJECT: Department of the Army Application No. 2016-00350.

Questions pertaining to this matter should be directed to me by calling 716-879-4304, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207, or by e-mail at: [molly.a.connerton@usace.army.mil](mailto:molly.a.connerton@usace.army.mil)

Sincerely,

A handwritten signature in black ink, appearing to read "Molly Connerton". The signature is written in a cursive, flowing style.

Molly Connerton  
Biologist

Enclosure

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

|  |  |                         |                  |
|--|--|-------------------------|------------------|
| Applicant: Dimarco Constructors (City of Canandaigua-Route 46) |  | File Number: 2016-00350 | Date: 05/19/2016 |
| Attached is:   |  | See Section below       |                  |
|  | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A                       |                  |
|  | PROFFERED PERMIT (Standard Permit or Letter of permission)         | B                       |                  |
|  | PERMIT DENIAL  | C                       |                  |
| x  | APPROVED JURISDICTIONAL DETERMINATION                              | D                       |                  |
|  | PRELIMINARY JURISDICTIONAL DETERMINATION                           | E                       |                  |

**SECTION I:** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/CRCW/Pages/reg\\_materials.aspx](http://www.usace.army.mil/CRCW/Pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Molly Connerton  
U.S. Army Corps of Engineers  
1776 Niagara Street  
Buffalo, New York 14207  
716-879-4304  
molly.a.connerton@usace.army.mil

If you only have questions regarding the appeal process you may also contact:

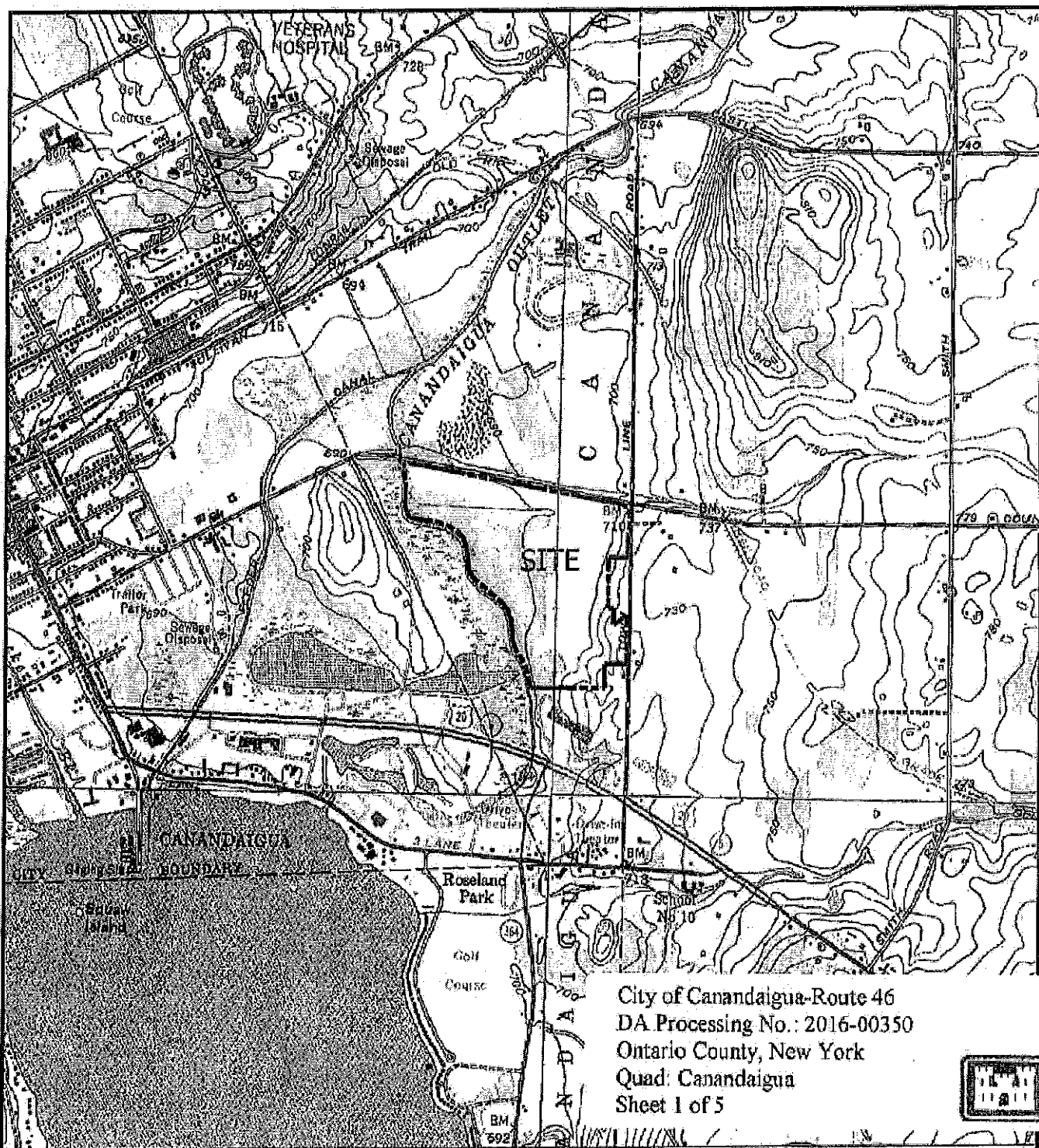
Attn: Jacob Siegrist  
Great Lakes and Ohio River Division  
CELRD-PD-REG  
550 Main Street, Room 10524  
Cincinnati, OH 45202-3222  
513-684-2699; FAX 513-684-2460

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

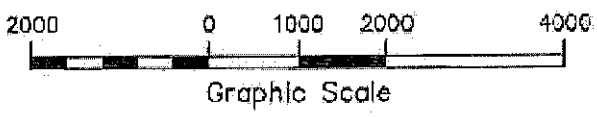
\_\_\_\_\_  
Signature of appellant or agent.

Date: \_\_\_\_\_

Telephone number: \_\_\_\_\_



Site Boundary



**BME**  
 ASSOCIATES

**Route 46 - Canandaigua**  
 Location Map (Canandaigua and Clifton Springs  
 Quadrangle Maps)  
 City of Canandaigua, Ontario County, New York



Scale:  
 1"=2000'  
 Figure 2



City of Canandaigua-Route 46  
DA Processing No.: 2016-00350  
Ontario County, New York  
Quad: Canandaigua  
Sheet 2 of 5



Site Boundary

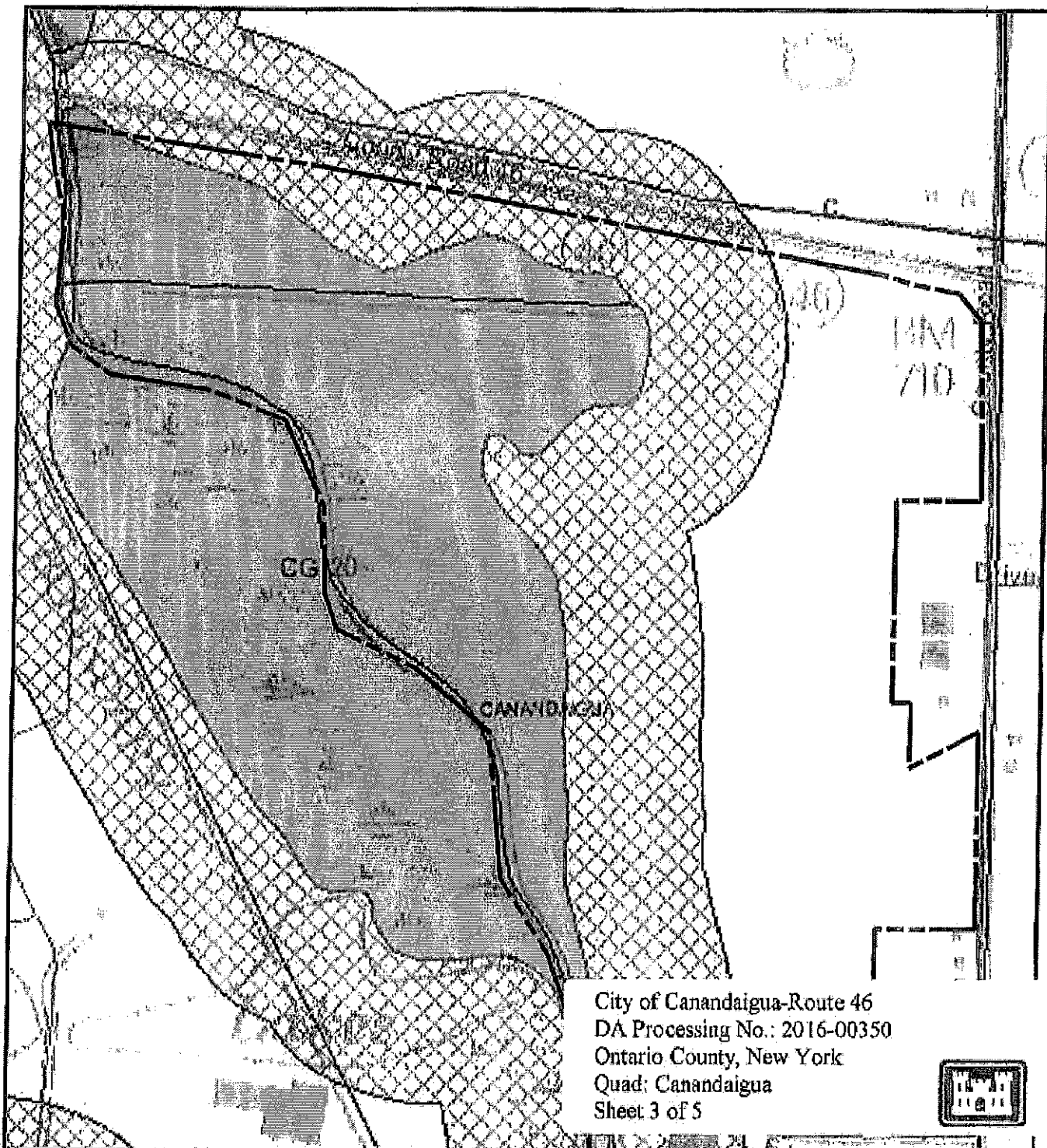


**BME**  
ASSOCIATES

Route 46 - Canandaigua  
National Wetland Inventory Map  
City of Canandaigua, Ontario County, New York



Scale:  
1"=500'  
Figure 2



Site Boundary

500 0 250 500 1000  
 Graphic Scale



**BME**  
 ASSOCIATES

Route 46 - Canandaigua  
 NYSDEC Resource Mapper - State Wetland Map  
 City of Canandaigua, Ontario County, New York

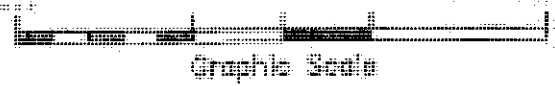


Scale:  
 1"=500'  
 Figure 4





City of Canandaigua-Route 46  
 DA Processing No.: 2016-00350  
 Ontario County, New York  
 Quad: Canandaigua  
 Sheet 4 of 5



**Indus**  
 Site Boundary

★ A 10'  
 Data Sampling Point  
 Wetland Boundary

**BME**  
 ASSOCIATES

Route 46 - Canandaigua  
 BME Wetland Delineation Map  
 City of Canandaigua, Ontario County, New York



Scale:  
 1"=500'  
 Figure 05





# NRCS Web Soil Survey Map

Soil Map—Ontario County, New York


Map Scale: 1:2,040 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

# Soil Map—Ontario County, New York

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)


### Soils

 Soil Map Unit Polygons


 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop

 Saline Spot


 Sandy Spot

 Severely Eroded Spot


 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals


### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ontario County, New York  
Survey Area Data: Version 12, Sep 24, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

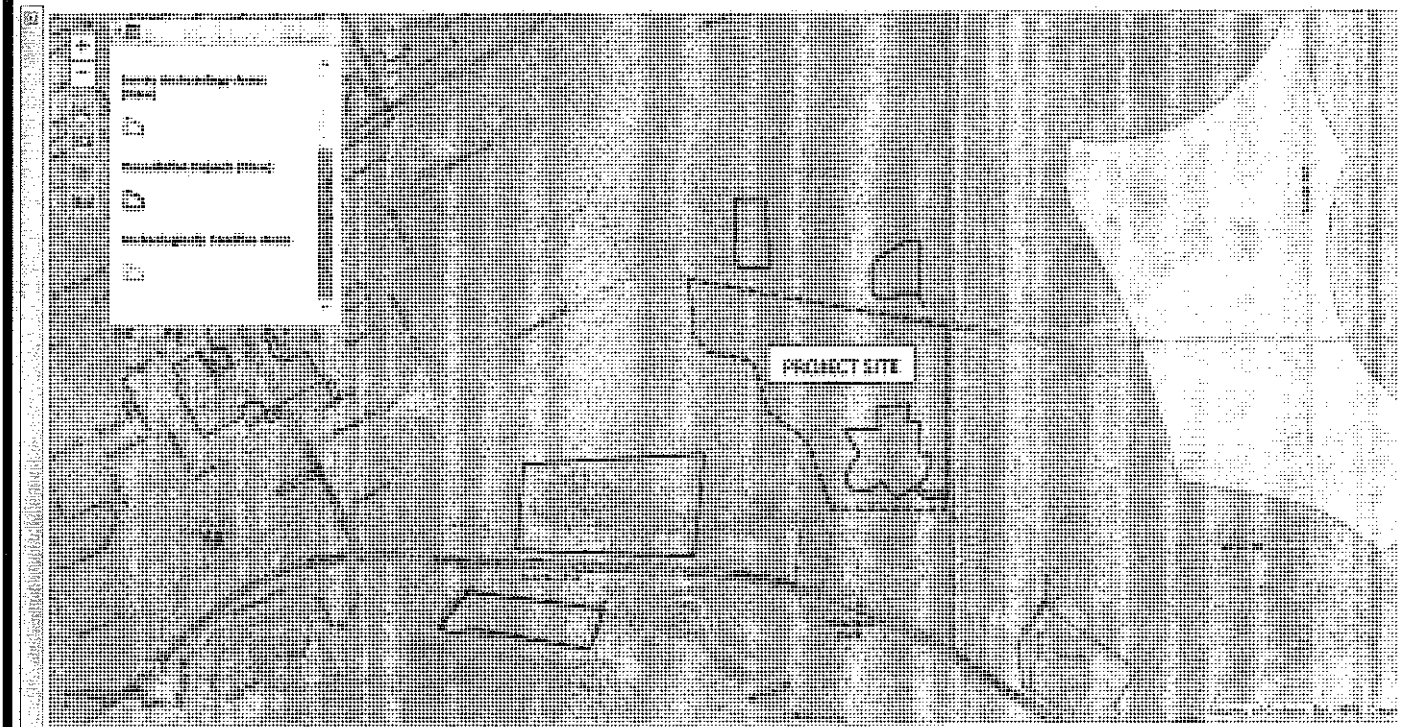
Data(s) aerial images were photographed: Apr 15, 2011—May 11, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

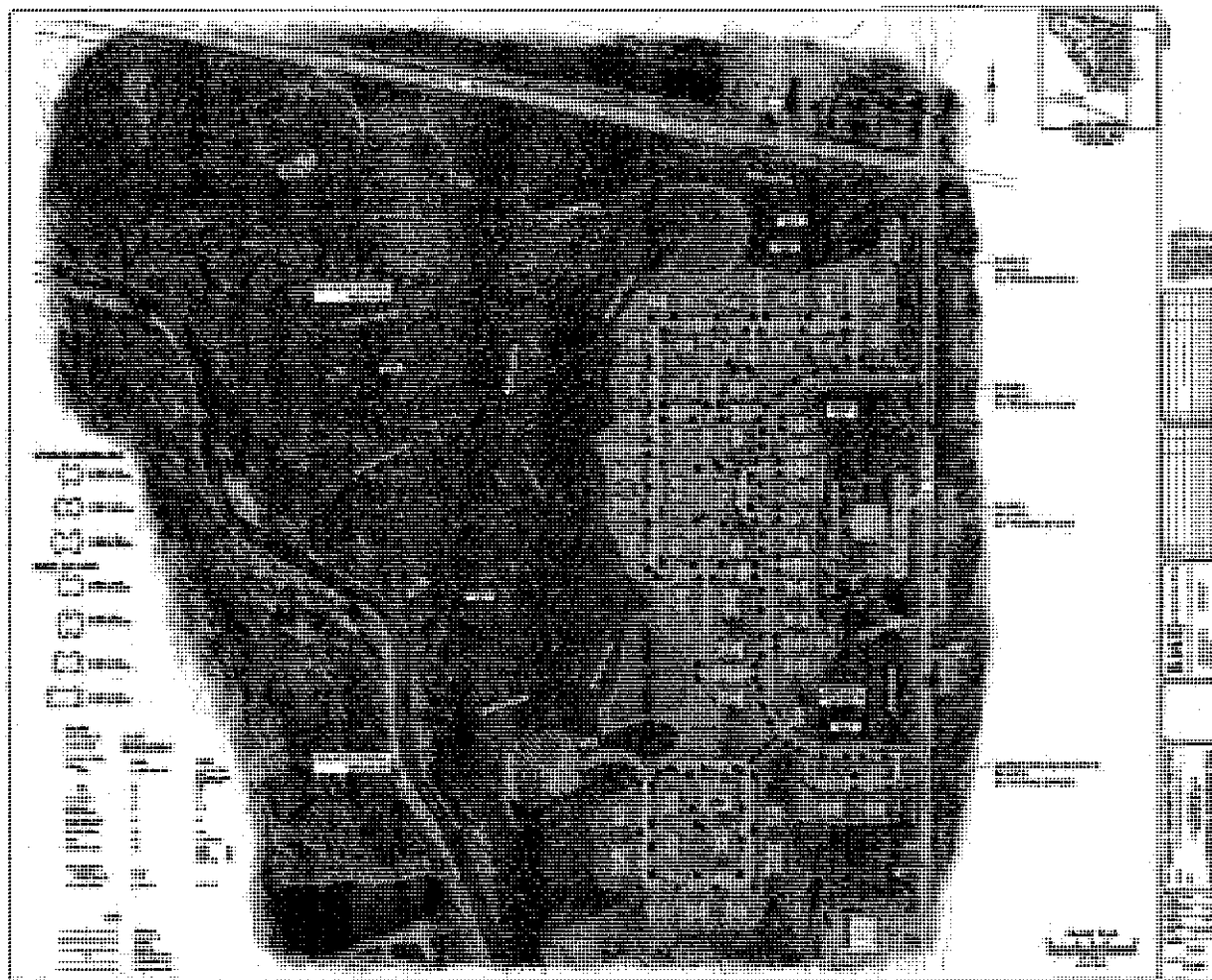
## Map Unit Legend

| Ontario County, New York (NY069)   |  |              |                |
|------------------------------------|--|--------------|----------------|
| Map Unit Symbol                    | Map Unit Name  | Acres in AOI | Percent of AOI |
| 5A                                 | Wayland soils complex, 0 to 3 percent slopes, frequently flooded | 20.0         | 13.7%          |
| 31A                                | Collamer silt loam, 0 to 3 percent slopes                        | 2.3          | 1.6%           |
| 34A                                | Lakemont silty clay loam, 0 to 3 percent slopes                  | 92.8         | 63.6%          |
| 35A                                | Odessa silt loam, 0 to 3 percent slopes                          | 4.3          | 3.0%           |
| 36A                                | Schoharie silty clay loam, 0 to 3 percent slopes                 | 0.8          | 0.6%           |
| 36B                                | Schoharie silty clay loam, 3 to 8 percent slopes                 | 9.9          | 6.8%           |
| 126B                               | Palmyra gravelly loam, 3 to 8 percent slopes                     | 2.8          | 1.9%           |
| 126C                               | Palmyra gravelly loam, 8 to 15 percent slopes                    | 4.1          | 2.8%           |
| 128B                               | Palmyra gravelly sandy loam, 3 to 8 percent slopes               | 0.0          | 0.0%           |
| 204B                               | Lima loam, 3 to 8 percent slopes, lower clay surface             | 6.7          | 4.6%           |
| 260B                               | Cayuga silt loam, 3 to 8 percent slopes                          | 0.1          | 0.1%           |
| W                                  | Water  | 2.0          | 1.4%           |
| <b>Totals for Area of Interest</b> |  | <b>146.0</b> | <b>100.0%</b>  |

## Cultural Resources Information System (CRIS) Map



Cultural Resources Information System Mapping



# ATTACHMENT 22



LAW OFFICES  
OF  
**Timothy R. McGill**  
248 WILLOWBROOK OFFICE PARK  
FAIRPORT, NEW YORK 14450

Kristine M. Bryant  
Paralegal

Tel: (585) 381-7470  
Fax: (585) 381-7498

November 14, 2016

Town of Canandaigua  
5440 Route 5 & 20 West  
Canandaigua, NY 14424  
Attn: Pamela A. Helming, Supervisor

Re: ***Town of Canandaigua, New York  
Highway Garage Project***

Dear Pam:

As requested, enclosed is a revised bond resolution for the board's and your consideration. I have removed the reference to any reconstruction, leaving only the new construction. The borrowing authorization is limited to \$5 Million with the plan of financing to include \$1 Million to be separately appropriated from the capital reserve fund for an estimated maximum project cost of \$6 Million.

Since it is all new construction, the "period of probable usefulness" is thirty (30) years.

Please feel free to contact me at your convenience if you have any questions or would like to see any revisions to the enclosed. Thank you. All the best,

Very truly yours,



Timothy R. McGill

TRM:mlb

Enc.

cc: Terry Fennelly  
Jim Fletcher  
Derek Brocklebank, Esq.  
Bernard P. Donegan, Inc.

NOTICE PURSUANT TO LOCAL FINANCE LAW SECTION 81.00

The bond resolution published herewith was adopted on November 21, 2016, and the validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Canandaigua is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution. The bond resolution was subject to a permissive referendum pursuant to Section 35.00 of the Local Finance Law. The period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed.

\_\_\_\_\_  
Jean Chrisman, Town Clerk  
Town of Canandaigua, New York

BOND RESOLUTION DATED NOVEMBER 21, 2016 OF  
THE TOWN BOARD OF THE TOWN OF CANANDAIGUA,  
NEW YORK, AUTHORIZING GENERAL OBLIGATION  
BONDS TO FINANCE CERTAIN CAPITAL  
IMPROVEMENTS CONSISTING OF CONSTRUCTION  
AND RECONSTRUCTION OF TOWN FACILITIES,  
AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION  
NOTES IN CONTEMPLATION THEREOF, THE  
EXPENDITURE OF SUMS FOR SUCH PURPOSE, AND  
DETERMINING OTHER MATTERS IN CONNECTION  
THEREWITH.

WHEREAS, the Town, acting as lead agency under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), has completed its environmental review and, on November 21, 2016, has duly issued a negative declaration and has determined that the implementation of the type I action as proposed will not result in any significant adverse environmental impacts; now therefor, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF CANANDAIGUA, NEW YORK (hereinafter referred to as the "Town"), by the favorable vote of not less than two-thirds of all of the members of such Board, as follows:

Section 1. The Town of Canandaigua shall undertake certain capital improvements consisting of the removal of the existing highway garage facility and construction of a new approximately 41,000 square foot highway garage facility, transfer station building, reconstruction of an existing cold storage building, relocation of the fueling station, and appurtenances, various site and other incidental improvements in connection therewith and the acquisition of original furnishings, equipment, machinery or apparatus that may be required in connection therewith for such construction and Town use (hereinafter referred to as "purpose"), and general obligation serial bonds in an aggregate principal amount not to exceed \$6,000,000 and bond anticipation notes in anticipation thereof (and renewals thereof) of the Town are hereby authorized to be issued to finance said purpose and said amount is hereby appropriated therefor.

Section 2. The maximum aggregate cost of said purpose, which may include preliminary costs and costs incidental thereto and costs of the financing thereof, is estimated to be \$6,000,000. The plan for financing of said purpose is to provide all of such maximum cost by issuance of bonds or bond anticipation notes as herein authorized, to be offset and reduced dollar for dollar by the amount to be expended from the existing capital reserve fund, presently estimated to be up to \$1,000,000.

Section 3. It is hereby determined and declared that (a) such buildings are and shall be class "A" buildings as defined in Subdivision 11 of this of Paragraph (a) of Section 11.00 of the Local Finance Law, and said purpose is one of the class of objects or purposes described in Subdivisions 11, 12 & 93 of Paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is restricted to twenty-five (25) years, (b) the proposed maximum maturity of said bonds authorized by this resolution will be in excess of five years, (c) current funds required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, to the extent applicable, if any, will be provided, (d) the notes herein authorized are not issued in anticipation of bonds for an assessable improvement, and (e) there are presently no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

Section 4. The bonds and notes authorized by this resolution shall contain the recital of validity prescribed in Section 52.00 of the Local Finance Law and such bonds and notes shall be general obligations of the Town and all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes.

Section 5. It is hereby determined and declared that the Town reasonably

expects to reimburse the general fund, or such other fund as may be utilized, not to exceed the maximum amount authorized herein, from the proceeds of the obligations authorized hereby for expenditures, if any, from such fund that may be made for the purpose prior to the date of the issuance of such obligations. This is a declaration of official intent under Treasury Regulation §1.150-2.

Section 6. The power to further authorize the sale, issuance and delivery of said bonds and notes and to prescribe the terms, form and contents of said bonds and notes, including, without limitation, the consolidation with other issues, the determination to issue bonds with substantially level or declining annual debt service, all contracts for, and determinations with respect to, credit or liquidity enhancements, if any, and to sell and deliver said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, including without limitation, the authority to determine whether to accept bids electronically to the extent allowed by Section 58.00 of the Local Finance Law, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign by manual or facsimile signature and attest any bonds and notes issued pursuant to this resolution, and are hereby authorized to affix to such bonds and notes the corporate seal of the Town of Canandaigua.

Section 7. The faith and credit of the Town of Canandaigua, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 8. After compliance with Section 9 hereof, this resolution shall be published in full by the Town Clerk of the Town of Canandaigua together with a notice in substantially the form prescribed by Section 81.00 of said Local Finance Law, and such publication shall be in each official newspaper of the Town, in the manner prescribed by law. The validity of said bonds and bond anticipation notes issued in anticipation of the sale of said serial bonds, may be contested only if such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or the provisions of law which should be complied with, at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or if said obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution is subject to a permissive referendum of the qualified electors of the Town of Canandaigua, pursuant to Section 35.00 of the Local Finance Law.

NOTICE PURSUANT TO LOCAL FINANCE LAW SECTION 81.00

The bond resolution published herewith was adopted on November 21, 2016, and the validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Canandaigua is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution. The bond resolution was subject to a permissive referendum pursuant to Section 35.00 of the Local Finance Law. The period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed.

---

Jean Chrisman, Town Clerk  
Town of Canandaigua, New York

BOND RESOLUTION DATED NOVEMBER 21, 2016  
OF THE TOWN BOARD OF THE TOWN OF  
CANANDAIGUA, NEW YORK, AUTHORIZING GENERAL  
OBLIGATION BONDS TO FINANCE CERTAIN CAPITAL  
IMPROVEMENTS CONSISTING OF CONSTRUCTION OF  
TOWN HIGHWAY GARAGE FACILITIES, AUTHORIZING  
THE ISSUANCE OF BOND ANTICIPATION NOTES IN  
CONTEMPLATION THEREOF, THE EXPENDITURE OF  
SUMS FOR SUCH PURPOSE, AND DETERMINING  
OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town, acting as lead agency under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), has completed its environmental review and, on November 21, 2016, has duly issued a negative declaration and has determined that the implementation of the type I action as

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Section 2. The maximum aggregate cost of said purpose, which may include preliminary costs and costs incidental thereto and costs of the financing thereof, is estimated to be \$6,000,000. The plan for financing of said purpose is to provide (a) up to \$5,000,000 by issuance of bonds or bond anticipation notes as herein authorized, and (b) up to \$1,000,000 to be appropriated from the existing capital reserve fund.

Section 3. It is hereby determined and declared that (a) such buildings are and shall be class "A" buildings as defined in Subdivision 11 of Paragraph (a) of Section 11.00 of the Local Finance Law, and said purpose is one of the class of objects or purposes described in Subdivision 11 of Paragraph (a) of Section 11.00 of the Local Finance Law, and the period of probable usefulness of said purpose is thirty (30) years, (b) the proposed maximum maturity of said bonds authorized by this resolution will be in excess of five years, (c) current funds required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, to the extent applicable, if any, will be provided, (d) the notes herein authorized are not issued in anticipation of bonds for an assessable improvement, and (e) there are presently no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

Section 4. The bonds and notes authorized by this resolution shall contain the recital of validity prescribed in Section 52.00 of the Local Finance Law and such bonds and notes shall be general obligations of the Town and all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes.

Section 5. It is hereby determined and declared that the Town reasonably expects to reimburse the general fund, or such other fund as may be utilized, not to exceed the maximum amount authorized herein, from the proceeds of the obligations

authorized hereby for expenditures, if any, from such fund that may be made for the purpose prior to the date of the issuance of such obligations. This is a declaration of official intent under Treasury Regulation §1.150-2.

Section 6. The power to further authorize the sale, issuance and delivery of said bonds and notes and to prescribe the terms, form and contents of said bonds and notes, including, without limitation, the consolidation with other issues, the determination to issue bonds with substantially level or declining annual debt service, all contracts for, and determinations with respect to, credit or liquidity enhancements, if any, and to sell and deliver said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, including without limitation, the authority to determine whether to accept bids electronically to the extent allowed by Section 58.00 of the Local Finance Law, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign by manual or facsimile signature and attest any bonds and notes issued pursuant to this resolution, and are hereby authorized to affix to such bonds and notes the corporate seal of the Town of Canandaigua.

Section 7. The faith and credit of the Town of Canandaigua, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

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Section 9. This resolution is subject to a permissive referendum of the qualified electors of the Town of Canandaigua, pursuant to Section 35.00 of the Local Finance Law.

# ATTACHMENT 23



# *Town of Canandaigua*

5440 Routes 5 & 20 West

Canandaigua, NY 14424

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

[www.townofcanandaigua.org](http://www.townofcanandaigua.org)

*Established 1789*

TO: Supervisor Pam Helming

RE: A380 Chargeback Review

DATE: November 15, 2016

FROM: Samantha Pierce

Supervisor Helming:

A380 charges on MRB Group Invoice 22611 for review at the 11/21/2016 meeting include the following:

|                        |            |
|------------------------|------------|
| Bennett .....          | \$47.50    |
| Rohr.....              | \$47.50    |
| Griffith .....         | \$47.50    |
| Fields.....            | \$47.50    |
| Bowerman .....         | \$47.50    |
| Joy Wegman.....        | \$95.00    |
| Westbrook .....        | \$47.50    |
| Papenfuss .....        | \$47.50    |
| Farren .....           | \$427.50   |
| Wegmans.....           | \$370.32   |
| Centerpointe .....     | \$285.00   |
| Lakeside .....         | \$6,702.80 |
| Vision Nissan .....    | \$95.00    |
| Lakewood Meadows ..... | \$95.00    |
| Fox Ridge.....         | \$95.00    |
| Ontario Honda.....     | \$570.00   |
| Stellas .....          | \$807.50   |
| Brewer.....            | \$95.00    |
| Sands .....            | \$95.00    |
| Mink .....             | \$190.00   |
| Norry .....            | \$95.00    |
| Bartholf .....         | \$330.00   |
| Happiness House .....  | \$2,342.50 |
| DiMarco .....          | \$285.00   |

Total A380 charges on MRB Invoice 22611..... \$13,308.12

A380 charges on MRB Group Invoice 22800 for review at the 11/21/2016 meeting include the following:

|                        |            |
|------------------------|------------|
| Bennett .....          | \$47.50    |
| Rohr.....              | \$227.50   |
| Eiffert .....          | \$95.00    |
| Lucey.....             | \$95.00    |
| Centerpointe .....     | \$190.00   |
| Hammocks .....         | \$327.50   |
| Fox Ridge.....         | \$47.50    |
| Ontario Honda.....     | \$47.50    |
| Stellas .....          | \$427.50   |
| Vanderhoof.....        | \$142.50   |
| Sands .....            | \$47.50    |
| Joy Wegman.....        | \$47.50    |
| Schwartz.....          | \$95.00    |
| Casey .....            | \$190.00   |
| Norry .....            | \$190.00   |
| Lakewood Meadows ..... | \$400.00   |
| Bartholf .....         | \$95.00    |
| Happiness House.....   | \$405.00   |
| G. Westbrook .....     | \$1,037.50 |
| Papenfuss .....        | \$560.00   |

Total A380 charges on MRB Invoice 22800..... \$4,715.00

A380 charges on Reeve Brown Invoice 3043 for review at the 11/21/2016 meeting include the following:

|               |         |
|---------------|---------|
| Bartholf..... | \$26.00 |
|---------------|---------|

Total A380 charges on Reeve Brown Invoice 3043.... \$26.00

A380 charges on Reeve Brown Invoice 3044 for review at the 11/21/2016 meeting include the following:

|               |         |
|---------------|---------|
| Bennett ..... | \$26.00 |
|---------------|---------|

Total A380 charges on Reeve Brown Invoice 3044.... \$26.00

A380 charges on Reeve Brown Invoice 3045 for review at the 11/21/2016 meeting include the following:

|                    |         |
|--------------------|---------|
| Centerpointe ..... | \$78.00 |
|--------------------|---------|

Total A380 charges on Reeve Brown Invoice 3045.... \$78.00

A380 charges on Reeve Brown Invoice 3046 for review at the 11/21/2016 meeting include the following:

|               |         |
|---------------|---------|
| DiMarco ..... | \$39.00 |
|---------------|---------|

Total A380 charges on Reeve Brown Invoice 3046.... \$39.00

A380 charges on Reeve Brown Invoice 3047 for review at the 11/21/2016 meeting include the following:

|              |         |
|--------------|---------|
| Farren ..... | \$65.00 |
|--------------|---------|

Total A380 charges on Reeve Brown Invoice 3047.... \$65.00

# *Town of Canandaigua*

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

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*Established 1789*

A380 charges on Reeve Brown Invoice 3049 for review at the 11/21/2016 meeting include the following:

Stellas ..... \$52.00

Total A380 charges on Reeve Brown Invoice 3049 .... \$52.00

Total A380 charges ..... \$18,309.12