

**Canandaigua Town Board
Meeting Agenda
January 9, 2017
5:30pm**

- Ø Call To Order and Pledge of Allegiance
 - Ø Pledge led by Greg Westbrook, Deputy Town Supervisor
- Ø Roll Call
 - Ø Town Clerk Confirmation meeting was properly advertised
- Ø Executive Session to interview candidates for Planning Board opening
- Ø Circulation of Written Communications and Correspondence Call
 - Ø Newsletter, Ontario County Soil & Water Conservation District, Winter 2016
 - Ø Letter, Charter Communications, Chris Mueller, Director of Government Affairs, December 21, 2016
 - Ø Report, New York State Department of Agriculture and Markets, Division of Animal Industry, Dog Control Officer Inspection, December 12, 2016
 - Ø Report, New York State Agriculture and Markets, Municipal Shelter Inspection Report, December 12, 2016
 - Ø Letter, U.S. Department of Homeland Security, 30 Day Engineering Models Notification – Seneca HUC8 Watershed, December 12, 2016
 - Ø Newsletter, The Chronicles of the Ontario County Historical Society Museum and Research Center, Volume 45, Issue 4, December 2016
 - Ø Newsletter, Ability Partners Foundation, Fall 2016
 - Ø Letter, Ontario County Agricultural Society, Ontario County Fair Thank You, October 1, 2016
- Ø Privilege of the Floor
- Ø Public Hearings

Continued Public Hearings:

 - Ø

New Public Hearings:

 - Ø Public Hearing on the Removal of an Environmental Conservation Board Member
 - Ø Public Hearing on the Declared Unsafe Building Located at 2411 State Route 332
 - Ø Public Hearing on Intent to Declare Lead Agency for Route 5 & 20 Wetland and Watershed Restoration Project along Sucker Brook
- Ø Presentations
- Ø Priority Business
 - Ø Update on the Oak Wilt disease, Mark Gooding, Regional Forester ~ 15 minutes
- Ø 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 1 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
 - B. Highway / Water Superintendent
 - C. Assessor

- D. Development Director
- E. Historian
- F. Town Clerk
- G. Supervisor

- 1. Monthly Financial Report for December 2016
 - a. Revenue & Expense Report and Cash Summary Report
 - b. EFPR Solutions Executive Summary
 - c. Overtime Report All Departments
 - d. Overtime Report –Highway & Water

➤ Reports of Boards and Committees

- A. Planning Board, Chairman Schwartz
- B. Zoning Board of Appeals, Chairman Robinson
- C. Environmental Conservation Board, Chairwoman Marthaller. *The Environmental Conservation Board's 2016 Annual Report was presented at the December 19, 2016 Town Board meeting.*
- D. Public Works Committee, Chairman Fennelly
- E. Finance Committee, Chairman Westbrook
- F. Technology Committee, Chairman Reynolds
 - 1. Update: Report & Recommendation on Social Media, Website
 - 2. Update: Internet and Social Media Use Policy
 - 3. Update: Frontier Proposal
- G. Public Safety and Security Committee, Chairman Cutri
- H. Citizens Implementation Committee, Chairman Finch
- I. Parks & Recreation Committee, Chairwoman Schenk

➤ Privilege of the Floor

➤ Resolutions

Continued Resolutions:

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

NOW, THEREFORE BE IT RESOLVED, that the Canandaigua Town Board hereby adopts the Emergency Management Plan dated 8/15/2016.

RESOLUTION NO. 2016 – 320: RESOLUTION TO ENCUMBER FUNDS FOR PROJECTS STARTED IN 2016, FROM THE 2016 ADOPTED TOWN BUDGET TO THE 2017 ADOPTED TOWN BUDGET

WHEREAS, the Town Board of the Town of Canandaigua recognizes that certain projects or contracts have been approved with associated expenses included in the 2016 budget which will not be completed prior to the end of the 2016 budget year, and;

WHEREAS, the Town Board wishes to see these projects and contracts completed as originally budgeted in the 2016 Town of Canandaigua budget, and;

WHEREAS, the Town Board determines that it is necessary to encumber appropriations from the 2016 Town of Canandaigua budget into 2017 for those item(s) identified as follows:

<u>Description</u>	<u>FROM: 2016 Account #</u>	<u>2016 Budget Amount to Encumber to 2017</u>	<u>TO: 2017 Account #</u>
Stormsewers.Contractual (MS4 Implementation / Grant – City of Canandaigua)	A.8140.400	\$ 11,000.00	A.8140.400
Waste & Recycling. Grant (Transfer Station) Improvements <i>(corresponds to Rev A.3089 Grant)</i>	A.8160.201	\$ 41,110.55	A.8160.201 <i>(this line was not funded for 2017)</i>
Purchase of Land/Right of Way.Equip & Cap Outlay (Water Quality Improvement Areas – Sucker Brook)	A.1940.200	\$ 50,000.00	A.1940.200
Purchase of Land/Right of Way.Contractual (Stormwater Mgmt)	A.1940.400	\$ 7,500.00	A.1940.400
Pine Bank Cemetery Improvements \$7,500.00 Per Res 2016-180	A.8810.400	\$3,600.00 (balance of approved funding for stone work)	A.8810.400
Network Server Replacement	A.1680.400	\$10,000.00	A.1680.400

WHEREAS, the item(s) identified above are deemed to be in process totaling \$ 123,210.55, and;

NOW, THEREFORE BE IT RESOLVED, the Town Board directs the appropriations identified above hereby be encumbered from the Town of Canandaigua 2016 adopted budget, lines as identified, to the Town of Canandaigua 2017 adopted budget as identified in the fund named and for the purposes herein specified.

New Resolutions:

RESOLUTION NO. 2017 – 001: ACCEPTANCE OF RESIGNATION OF TOWN SUPERVISOR

WHEREAS, Pamela Helming has tendered her resignation effective December 31, 2016 as Town of Canandaigua Town Supervisor due to her election to the New York State Senate, and;

WHEREAS, Canandaigua Town Clerk Jean Chrisman has certified a vacancy for the position of Town Supervisor, Town of Canandaigua, and;

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua does hereby accept the resignation of Pamela Helming as Town Supervisor, and;

BE IT FURTHER RESOVLED, the Town Board of the Town of Canandaigua extends best wishes to Pamela Helming on her election to the New York State Senate.

RESOLUTION NO. 2017 – 002: 2017 TOWN BOARD MEETING SCHEDULE

BE IT RESOLVED:

1. As required by Town Law, §§62, 63 regular town board meetings will, throughout the year 2017, be held at 6pm of the 3rd Monday of each month. The following exception applies: February 13;
2. Special workshops may be called as required and allowed by Town Law;
3. Meetings will be held in the Town Hall, Lower Level Courtroom. (Town Law § 62);
4. The Town Clerk is hereby directed to post the Town Board meeting schedule on the official bulletin and on the Town's website and to provide copies of the schedule to the local media and the Clerk of the Ontario County Board of Supervisors.

RESOLUTION NO. 2017 – 003: DESIGNATION OF 2016 HOLIDAYS

BE IT RESOLVED:

1. During the year 2017, the following holidays will be observed and the Town Offices and the Waste and Recycling Center will be closed:
New Year's Day, observed on Monday, January 2;
Martin Luther King Day, Monday, January 16;
President's Day, Monday, February 20;
Memorial Day, Monday, May 29;
Independence Day, Tuesday, July 4;
Labor Day, Monday, September 4;
Columbus Day, Monday, October 9;
Veteran's Day, observed on Friday, November 10;
Thanksgiving Day, Thursday, November 23;
Day after Thanksgiving, November 24 (Required Floating Holiday for Eligible Employees);
Christmas, Monday, December 25.
2. In addition, four floating holidays will be observed (1 of the 4 floating holidays must be taken the day after Thanksgiving).
3. The Town Clerk is hereby directed to post the Town Board Holiday Schedule and Closings on the official bulletin and on the Town's website and to provide copies of the schedule to the local media and the Clerk of the Ontario County Board of Supervisors.

RESOLUTION NO. 2017 – 004: DESIGNATION OF OFFICE DEPOSITORY

BE IT RESOLVED:

1. Pursuant to Town Law, §64(1), the Canandaigua Town Board hereby designates the Canandaigua National Bank and Trust Co. or their successors; and
2. Lyons National Bank or their successors as the depositories in which all Town Officers shall deposit all Town Monies.

RESOLUTION NO. 2017 – 005: INVESTMENT POLICY

BE IT RESOLVED:

1. Pursuant to Town Law, §64(1), the Canandaigua Town Board hereby adopts the Town of Canandaigua Investment Policy; and
2. A copy of the Investment Policy presented to the Town Board for consideration is included with this resolution and is 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
3. Directs the Town Clerk to post and maintain the most recently approved Investment Policy in the designated folder on the shared (m) drive.

RESOLUTION NO. 2017 – 006: DESIGNATION OF OFFICIAL NEWSPAPER & RADIO STATION

BE IT RESOLVED:

1. As allowed by Town Law § 64(11), the Canandaigua Daily Messenger is hereby designated as the Official Town of Canandaigua newspaper;
2. Radio Station WISY (102.3 FM) is hereby designated as the official radio station for the Town of Canandaigua;
3. The Town Clerk shall provide a copy of this resolution to the Daily Messenger and Radio Station WISY.

RESOLUTION NO. 2017 – 007: PAYMENT OF BILLS FOLLOWING TOWN BOARD AUDIT

BE IT RESOLVED:

1. As allowed by Town Law §125, the Canandaigua Town Board hereby authorizes the Town Supervisor to make payments of all bills after audit & approval by the majority of the Town Board and issuance of a warrant by the Town Clerk.

RESOLUTION NO. 2016 – 008: PAYMENT OF BILLS PRIOR TO AUDIT

BE IT RESOLVED:

1. As allowed by Town Law §118(2), the Canandaigua Town Board hereby authorizes the Town Supervisor to make payments of all bills without prior audit for public utility services such as gas, electric, water, sewer, fuel oil, and telephone services as well as for postage, freight and express charges.

RESOLUTION NO. 2017 – 009: ESTABLISHMENT OF PETTY CASH ACCOUNTS

BE IT RESOLVED:

1. Pursuant to Town Law, §64 (1-a), the Canandaigua Town Board does hereby establish petty cash accounts for the following officers in the amounts so indicated:

Town Clerk	\$300.00
Director of Parks and Recreation	Any amount up to \$150

2. Fiscal responsibility for petty cash accounts is the responsibility of the town officer.

RESOLUTION NO. 2017 – 010: RULES OF PROCEDURE

BE IT RESOLVED:

As required by Town Law, §63, the Canandaigua Town Board hereby:

1. Adopts the Rules of Procedure;
2. A copy of the Rules of Procedure presented to the Town Board for consideration is included with this resolution and is identified as Attachment 3 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
3. In the absence of the adoption of its own rules of order, these rules shall apply to all boards and committees of the Town of Canandaigua;
4. Directs the Town Clerk to post and maintain the most recently approved Rules of Procedure on the Town Clerk's legal bulletin board, on the Town of Canandaigua website and in the Policies and Procedures Manual.

RESOLUTION NO. 2017 – 011: PROCUREMENT POLICY

BE IT RESOLVED:

1. Pursuant to General Municipal Law, §104(b), the Canandaigua Town Board hereby adopts the Town of Canandaigua Procurement Policy; and
2. A copy of the Procurement Policy presented to the Town Board for consideration is included with this resolution and is identified as Attachment 4 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
3. Directs the Town Clerk to post and maintain the most recently approved Procurement Policy in the Policies and Procedures Manual.

RESOLUTION NO. 2017 – 012: ETHICS POLICY

BE IT RESOLVED:

1. Pursuant to General Municipal Law, §806, the Canandaigua Town Board hereby acknowledges Chapter 21 of the Town of Canandaigua Town Code, the Town of Canandaigua Code of Ethics; and
2. A copy of the Ethics Policy 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
3. Directs the Town Clerk to post and maintain the most recently approved Ethics Policy in the Policies and Procedures Manual.

RESOLUTION NO. 2017 – 013: BID PURCHASES

BE IT RESOLVED:

1. The Canandaigua Town Board hereby authorizes the purchase of material and equipment from the Ontario County Bid List.

RESOLUTION NO. 2017 – 014: MILEAGE EXPENSE REIMBURSEMENT

BE IT RESOLVED:

1. Pursuant to General Municipal Law, §77 (b), Town Law §116, the Canandaigua Town Board hereby establishes a mileage expense reimbursement rate of \$0.535/mile (at the time of this writing this is the federal mileage reimbursement rate); and

2. The Town of Canandaigua will provide reimbursement when a Town Vehicle is not available for use and a Town employee is required to travel for approved town business; and
3. Mileage reimbursement requests must be submitted within 30 days from the date of the trip.

RESOLUTION NO. 2017 – 015: CONTRIBUTIONS TO EMERGENCY SERVICE PROVIDERS

BE IT RESOLVED:

1. The Canandaigua Emergency Squad and Mercy Flight Central provide valuable emergency services to our community and the taxpayers of the Town of Canandaigua; and
2. In exchange for providing these services, the Town of Canandaigua will contribute \$3,500 to Mercy Flight Central and \$3,000 to the Canandaigua Emergency Squad; and
3. The Bookkeeper shall take the necessary steps to make these payments in February; and
4. Prior to payment, the Town Clerk shall provide 2 copies of this resolution to the Bookkeeper to include with the payments to the Canandaigua Emergency Squad and Mercy Flight Central.

RESOLUTION NO. 2017 – 016: ONTARIO COUNTY HISTORICAL SOCIETY

BE IT RESOLVED:

1. The Ontario County Historical Society provides services to our community and the taxpayers of the Town of Canandaigua; and
2. In exchange for providing these services, the Canandaigua Town Board hereby approves of a one-time donation of \$_____ to the Ontario County Historical Society; and
3. The Bookkeeper shall take the necessary steps to make this payment in February; and
4. Prior to payment, the Town Clerk shall provide a copy of this resolution to the Bookkeeper to include with the payment to the Ontario County Historical Society.

RESOLUTION NO. 2017 – 017: TOWN/CITY OF CANANDAIGUA JULY 4TH CELEBRATION

BE IT RESOLVED:

1. The City of Canandaigua provides an annual July 4th fireworks display for the enjoyment of our community; and
2. In exchange for providing this service, the Canandaigua Town Board hereby approves of a one-time donation of \$2,000 to the City of Canandaigua; and
3. The Bookkeeper shall take the necessary steps to make this payment prior to July 4; and
4. Prior to payment, the Town Clerk shall provide a copy of this resolution to the Bookkeeper to include with the payment to the Ontario County Historical Society.

RESOLUTION NO. 2017 – 018: CANANDAIGUA TOWN BOARD APPOINTMENTS

BE IT RESOLVED:

1. Pursuant to Town Law, §§267, 271, 116, the Canandaigua Town Board hereby makes the following appointments for a one-year term expiring on December 31, 2017:

Planning Board Chairperson – Mr. Thomas Schwartz
Zoning Board of Appeals Chairperson – Mr. Terence Robinson
Environmental Conservation Board Chairperson – Ms. Joyce Marthaller
Parks and Recreation Committee – Ms. Alexandra Schenk

2. The Canandaigua Town Board hereby makes the following appointments with terms expiring December 31, 2021:

Planning Board – Mr. Thomas Schwartz
Zoning Board of Appeals - Mr. Carl Sahler
Environmental Conservation Board – Mrs. Patricia Venezia
Parks and Recreation Committee – Ms. Alexandra Schenk

TOWN JUSTICE APPOINTMENT

1. Pursuant to Town Law, §20(1)(a),(b), the Canandaigua Town Justices do hereby designate Ms. Cynthia Woolley and Mrs. Cheryl Berry as Court Clerk(s).

TOWN SUPERVISOR APPOINTMENTS

1. Pursuant to Arts and Cultural Affairs Law, §57.07, the Canandaigua Town Supervisor does hereby designate Mr. Ray Henry as the town historian for a term expiring on December 31, 2017.
2. Pursuant to Town Law, §29(15), the Canandaigua Town Supervisor does hereby designate Ms. Kristine Singer as the part-time Bookkeeper for a term expiring on December 31, 2017.
3. Pursuant to Town Law, §103(2), Mr. Doug Finch will serve as the Budget Officer for a term expiring on December 31, 2017.

TOWN CLERK AFFIRMATION OF APPOINTMENTS

1. Pursuant to Town Law, §30(10), Ms. Barbara Henry as the Deputy Town Clerk;
2. Pursuant to Town Law, §30(10), Ms. Judy Miller as the 2nd Deputy Town Clerk.

HIGHWAY SUPERINTENDENT APPOINTMENT

1. Pursuant to Town Law, §32(2), the Canandaigua Town Highway Superintendent does hereby designate Mr. Patrick Curran as the Deputy Highway Superintendent for a term expiring on December 31, 2017.

RESOLUTION NO. 2017 – 019: DESIGNATION OF PROFESSIONAL SERVICE PROVIDERS

BE IT RESOLVED:

1. Upon the approval of an mutually acceptable contract or service agreement, the Canandaigua Town Board hereby authorizes the appointment of the following professional service providers:

Benefit Resources Inc	Health Reimbursement Account Management
Bond Financial	Health Care Administration
BPD, Inc.	Bond Counsel
Derek Brocklebank	Attorney for the Town
EFPR Solutions	Financial Management Services
Reeve Brown PLLC	Attorney for the Planning & Zoning Boards
MRB Group, P.C.	Engineering Services
Public Sector HR Consultants	Human Resource Services
USA Payroll	Payroll Services

RESOLUTION NO. 2017 – 020: COUNTERSIGNING CHECKS

BE IT RESOLVED:

1. Pursuant to Town Law, §§29(3), 30(9); 34(1), the Canandaigua Town Board hereby requires any check issued for an amount equal to or greater than \$5,000 to be signed by the Town Supervisor or Deputy Town Supervisor and the Town Clerk; and

2. The Town Clerk shall furnish a copy of this resolution to those employees designated as Town Bookkeeper and Finance Clerk 2 and to the Town's Accounting Service Provider, EFPR Solutions.

RESOLUTION NO. 2017 – 021: USE OF FACSIMILE SIGNATURE

BE IT RESOLVED:

1. Pursuant to Town Law, §29 (3), the Canandaigua Town Board does hereby authorize the Bookkeeper to use a facsimile signature of the supervisor for the payment of bills previously approved by the Town Board; and
2. With the prior written authorization of the Town Supervisor, a facsimile signature may be utilized by the Finance Clerk 2 on payroll checks; and
3. The Town Clerk shall furnish a copy of this resolution to those employees designated as Town Bookkeeper and Finance Clerk 2.

RESOLUTION NO. 2017 – 022: 2017 CANANDAIGUA CONSOLIDATED WATER DISTRICT RATES

BE IT RESOLVED:

1. The Canandaigua Town Board does hereby establish the Canandaigua Consolidated Water District rates as described on Town of Canandaigua 2017 Fee Schedule; and
2. A copy of this fee schedule shall be on file with the Town Clerk's office; and
3. The Town Clerk shall post a copy of the fee schedule on the Town's website and is on file in the Town Clerk's office.

RESOLUTION NO. 2017 – 023: 2017 BRISTOL WATER DISTRICT #1 RATES

BE IT RESOLVED:

1. The Canandaigua Town Board does hereby establish the Bristol Water District #1 rates as described on Town of Canandaigua 2017 Fee Schedule; and
2. A copy of this fee schedule shall be on file with the Town Clerk's office; and
3. The Town Clerk shall post a copy of the fee schedule on the Town's website and is on file in the Town Clerk's office.

RESOLUTION NO. 2017 – 024: 2017 CANANDAIGUA-FARMINGTON WATER & SEWER DISTRICT RATES

BE IT RESOLVED:

1. The Canandaigua Town Board does hereby establish the following rates for the Canandaigua-Farmington Water & Sewer District:

Water: 0 – 6000 gallons	\$3.75/thousand gallons
Water: 7000+ gallons	\$4.25/thousand gallons
Water Minimum Bill	\$22.50
Sewer	\$87.50 flat rate per unit

2. A copy of this resolution shall be on file with the Town Clerk's office.

RESOLUTION NO. 2017 – 025: 2017 CANANDAIGUA-HOPEWELL WATER DISTRICT RATES

BE IT RESOLVED:

1. The Canandaigua Town Board does hereby establish the following rates for the Canandaigua-Hopewell Water District:

Water: 0 – 7000 gallons	\$ 4.30 /thousand gallons
Water: 8000+ gallons	\$ 4.30 /thousand gallons
Water Minimum Bill	\$ 30.10

2. A copy of this resolution shall be on file with the Town Clerk's office.

RESOLUTION NO. 2017 – 026: TEMPORARY ASSIGNMENT OF JUSTICES IN THE 7TH JUDICIAL DISTRICT

WHEREAS, towns and villages within the Seventh Judicial District for more than twenty years have consented to the temporary assignment of its justices to other town/village courts within the Seventh Judicial District should the need arise; and

WHEREAS, said assignment procedures administered by the Unified Court Systems have been very successful in streamlining this process when necessary; and

WHEREAS, the Unified Court System Seventh Judicial District is again requesting the consent of the town/villages within this District to the temporary assignment of its justices to provide in other town/village courts within the District as the need arises during the year 2016; and

WHEREAS, both Town Justice Prull and Town Justice Jones support and encourage the town to consent to this assignment procedure; now, therefore, be it

RESOLVED that the Canandaigua Town Board does hereby consent to take part in the temporary assignment of its justices to other town/village courts within the Seventh Judicial District should the need arise; and further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Unified Court System Seventh Judicial District, Town Justice David Prull and Town Justice Walter Jones.

RESOLUTION NO. 2017 – 027: 2016 FINANCIAL AUDITS

BE IT RESOLVED:

Pursuant to Town Law §123, the Canandaigua Town Board does hereby authorize the completion of the following 2016 Financial Audits:

1. The audit of the Town Clerks financial records by the EFPR Group at a cost not to exceed \$900 (Attachment 6); and
2. The audit of the Town Justices financial records by the EFPR Group at a cost not to exceed \$900 (Attachment 6); and
3. The Town Board hereby authorizes the Town Supervisor to execute the Bonadio contract and the Town Supervisor, the Town Clerk and the Town Justices to execute the EFPR Group contracts.

RESOLUTION NO. 2017 – 028: CONTRACT APPROVAL FOR ATTORNEY FOR THE TOWN

BE IT RESOLVED:

1. The Canandaigua Town Board hereby approves the 2017 contract for Derek Brocklebank, Attorney for the Town; and
2. A copy of the contract 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
3. The Canandaigua Town Board authorizes the Town Supervisor to take any and all necessary steps to execute the contract; and
4. The Town Clerk shall send the fully executed contract to the vendor and file a copy in the Town Clerk's office.

RESOLUTION NO. 2017 – 029: APPROVAL OF PROPOSED ENGINEERING RATES

BE IT RESOLVED:

1. The Canandaigua Town Board hereby approves the 2017 engineering rates for the MRB Group.
2. A copy of the proposed engineering rates 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 available for review on the Town's website and is on file with the Town Clerk's office; and

RESOLUTION NO. 2017 – 030: CONTRACT APPROVAL FOR FINANCIAL ACCOUNTING SERVICES

BE IT RESOLVED:

1. The Canandaigua Town Board hereby approves the EFPR Municipal Finance Contract for certain financial accounting services; and
2. A copy of the contract 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 available for review on the Town's website and is on file with the Town Clerk's office; and
3. The Canandaigua Town Board directs the Town Supervisor to take any and all necessary steps to execute the contract; and
4. The Town Clerk shall send the fully executed contract to the vendor and file a copy in the Town Clerk's office.

RESOLUTION NO. 2017 – 031: CONTRACT APPROVAL FOR HUMAN RESOURCE CONSULTING

BE IT RESOLVED:

1. The Canandaigua Town Board hereby approves the HR Public Sector contract for human resource consulting services; and
2. A copy of the contract 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
3. The Canandaigua Town Board directs the Town Supervisor to take any and all necessary steps to execute the contract; and
4. The Town Clerk shall send the fully executed contract to the vendor and file a copy in the Town Clerk's office.

RESOLUTION NO. 2017 – 032: 2017 COMMITTEE APPOINTMENTS

BE IT RESOLVED:

1. The Canandaigua Town Board hereby establishes the following committees:

<i>Committee</i>	<i>Committee Chair</i>	<i>Citizen Representative</i>	<i>Employee Liaison</i>
Financial Planning	G. Westbrook		
Public Works	T. Fennelly	A. Kraus	J. Fletcher
Technology	K. Reynolds		G. Lyon
Public & Employee Safety and Security; Improved Communications	K. Cutri		K. Brockett
Personnel			M. Amon, P. Post, K. Silverstrim, J. Winner, C. Lietz, B. Henry, S. Pierce
Citizens Implementation	D. Finch		
Special Events Committee	O. Fuller	L. Dworaczyk, L. Golbeck, E. Vamo	R. Henry / D. Brewer

RESOLUTION NO. 2017 – 033: HANDICAP PARKING PERMIT ISSUING AGENT

BE IT RESOLVED:

1. Pursuant to Vehicle and Traffic Law, §1203-a (1), the Canandaigua Town Board does hereby designate the Town Clerk and Deputy Town Clerks as the Town of Canandaigua handicap parking permit issuing agents; and
2. The Town Clerk shall post this designation and information on how to obtain a handicap parking permit on the Town's website.

RESOLUTION NO. 2017 – 034: MINORITY WOMEN BUSINESS ENTERPRISE (DIVERSITY) OFFICER

BE IT RESOLVED:

1. The Canandaigua Town Board does hereby designate the Director of Development as the Town's Minority Women Business Enterprise (Diversity) Officer.

RESOLUTION NO. 2017- 035: GRANT AND GATEWAY ADMINISTRATOR

BE IT RESOLVED:

1. The Town must be registered with the New York State's Grants Gateway to receive any state-administered grant money; and
2. The Canandaigua Town Board hereby designates the Director of Development as the Town of Canandaigua's Grant Administrator; and
3. The Canandaigua Town Board hereby designates the Director of Development as the Grants Gateway contact person and the person responsible for managing users of the Grant Gateway website.

RESOLUTION NO. 2017 – 036: CONTRACT APPROVAL FOR PLANNING BOARD AND ZONING BOARD OF APPEALS ATTORNEY

BE IT RESOLVED:

1. The Canandaigua Town Board hereby approves the 2017 contract for Reeve Brown PLLC, Attorneys for the Planning & Zoning Boards; and

2. A copy of the contract 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 is available for review on the Town's website and is on file with the Town Clerk's office; and
3. The Canandaigua Town Board authorizes the Town Supervisor to take any and all necessary steps to execute the contract; and
4. The Town Clerk shall send the fully executed contract to the vendor and file a copy in the Town Clerk's office

RESOLUTION NO. 2017 – 037: 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 December 2016 Monthly Revenue/Expense Control Report, 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 1 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 Canandaigua Town Board hereby confirms receipt and acceptance of these items.

RESOLUTION NO. 2017 – 038: ESTABLISHING 2017 HOURLY EMPLOYEE WAGE RATES & PAYMENT SCHEDULE

Name	Position	2016 Rate	Wage Calculated	Frequency
CW	Court Clerk, PT	\$28.72	Hourly	Bi-weekly
CB	Court Clerk, PT	\$16.32	Hourly	Bi-weekly
SM	Clerk, Part-Time	\$11.08	Hourly	Bi-weekly
SP	Finance Clerk II	\$20.00	Hourly	Bi-weekly
	ZBA Secretary P/T	\$14.20	Hourly	Bi-weekly
BH	Deputy Town Clerk F/T	\$16.72	Hourly	Bi-weekly
JM	Deputy Town Clerk P/T	\$15.13	Hourly	Bi-weekly
KS	Account Clerk	\$15.30	Hourly	Bi-weekly
RB	Code Enforcement Officer P/T	\$19.50	Hourly	Bi-weekly
MA	Office Specialist #1	\$15.00	Hourly	Bi-weekly
TM	Zoning Inspector, Part-Time	\$20.00	Hourly	Bi-weekly
SR	Planning Aide	\$15.00	Hourly	Bi-weekly
JR	Secretary to Planning Board and ECB	\$13.00	Hourly	Bi-weekly

PP	Real Property Appraisal Aide	\$20.81	Hourly	Bi-weekly
GC	Park-Laborer, F/T	\$17.07	Hourly	Bi-weekly
JW	Park-Laborer, F/T	\$18.49	Hourly	Bi-weekly
	Parks Maintenance Assistant	\$23.46	Hourly	Bi-weekly
	Parks Seasonal Laborer 1, PT	\$12-15	Hourly	Bi-weekly
	Parks Seasonal Laborer 2, PT	\$11.00	Hourly	Bi-weekly
	Lifeguard	\$10.75	Hourly	Bi-weekly
	Senior Lifeguard	\$11.50	Hourly	Bi-weekly
	Recreation Specialist	\$10.00	Hourly	Bi-weekly
	Recreation Assistant	\$10.00	Hourly	Bi-weekly
	Recreation Attendant	\$9.75	Hourly	Bi-weekly
	Day Camp Specialist	\$10.75	Hourly	Bi-weekly
	Disc Golf	\$10.75 (not to exceed \$600)	Season	Bi-weekly
KB	Working Supervisor	\$27.17	Hourly	Bi-weekly
CL	Working Supervisor	\$27.17	Hourly	Bi-weekly
SR	Working Supervisor	\$27.17	Hourly	Bi-weekly
JM	MEO IV	\$25.89	Hourly	Bi-weekly
WB	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
JB	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
PC	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
CF	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
RK	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
SR	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
MB	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
TW	Motor Equipment Operator	\$24.97	Hourly	Bi-weekly
JC	Motor Equipment Operator	\$20.91	Hourly	Bi-weekly
BV	Motor Equipment Operator	\$20.40	Hourly	Bi-weekly
LT	Motor Equipment Operator	\$23.97	Hourly	Bi-weekly
AM	Motor Equipment Operator	\$20.40	Hourly	Bi-weekly
KP	Motor Equipment Operator	\$20.40	Hourly	Bi-weekly
DL	Motor Equipment Operator	\$20.50	Hourly	Bi-weekly
JB	Laborer, Part-Time	\$9.70*	Hourly	Bi-weekly
BW	Laborer, Part-Time	\$9.70*	Hourly	Bi-weekly

*Minimum wage = \$9.70 effective 12/31/2016

RESOLUTION NO. 2017 – 039: FINANCIAL MANAGEMENT POLICY

WHEREAS, The Town Board is desirous of establishing a Fund Balance Policy which is in the interest of sound financial management; and

WHEREAS, the Town Supervisor and Budget Officer request the approval of the Town Board for the adoption of the Fund Balance Policy; and

WHEREAS, a copy of the Fund Balance Policy presented to the Town Board for consideration is included with this resolution and is identified as Attachment 12 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 hereby adopts the Fund Balance Policy and this policy shall become effective on the date of this adoption; and further

RESOLVED, that the Town Clerk shall maintain a current copy of this policy with the official Town Records.

RESOLUTION NO. 2017 – 040: 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 Board Member	6
Planning Board Member	6
Zoning Board of Appeals Member	6
Board of Assessment Review Member	6
Environmental Conservation Board Member	6

RESOLUTION NO. 2017 – 041: ANNUAL CREDIT CARD & CREDIT ACCOUNT POLICY AND PROCEDURE REVIEW

WHEREAS, the Town of Canandaigua Credit Card & Credit Account Policy and Procedure was adopted by the Town Board on February 24, 2015; and

WHEREAS, a copy of the Credit Card & Credit Account Policy and Procedure 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

WHEREAS, the policy states on an annual basis the Town Board will review, and if needed, modify the policy and procedure; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby requests the Finance Committee evaluate this policy and procedure and provide recommendations back to the Town Board for consideration at the February 13, 2016 Town Board meeting.

RESOLUTION NO. 2017 – 042: BUDGET TRANSFER AND AUTHORIZATION FOR EMERGENCY REPAIR/REPLACEMENT OF THE TOWN HALL HVAC SYSTEM

WHEREAS, the Town Board of the Town of Canandaigua on December 6, 1999 created a "Repair Reserve Fund" for the purposes of paying the cost of buildings repair, and;

WHEREAS, the current HVAC system located in the Town Hall of the Town of Canandaigua at 5440 Route 5 & 20 has been experiencing numerous mechanical failures, and;

WHEREAS, these failures have caused disruptions to the normal operation of the Town Hall including the emergency closure of the Town Hall on several occasions, and;

WHEREAS, Potter HVAC of Canandaigua has responded numerous times to repair the equipment, and in their professional opinion has deemed the equipment outdated and no longer serviceable since the manufacturer no longer supplies parts for the existing equipment, and;

WHEREAS, the Town Board finds the need to replace the outdated, approximately twenty year old, equipment an emergency as identified in the Town of Canandaigua's Procurement Policy as it relates to an unforeseen occurrence and affects a public building (Town Hall) and is necessary to replace the HVAC system as quickly as possible in order to ensure the continued normal operations of the Town Hall, and;

WHEREAS, on December 19, 2016 Potter HVAC submitted to the Town Board a proposal in the amount of \$ 53,657 to remove and replace the existing HVAC system, and;

WHEREAS, to reduce the cost of the repair Potter HVAC is willing to discount the proposal by \$ 16,065 provided the Town remove the existing duct work in the building, and;

WHEREAS, it is the recommendation of the Canandaigua Highway Superintendent to utilize Highway Employees to remove the existing duct work from the building in order to realize the discount described in the proposal as option # 2, and;

WHEREAS, the Town Board understands pursuant to General Municipal Law § 6-d(2) in cases of emergency, moneys in such fund may be expended pursuant to a resolution approved by not less than two-thirds of the members of the governing body, and not less than one-half of the moneys so expended shall be repaid to the "Repair Reserve Fund" in the same fiscal year in which such moneys were expended and the total amount shall be repaid not later than the last day of the second fiscal year succeeding the fiscal year in which the moneys were expended, and;

WHEREAS, a copy of the Proposal 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 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 identifies the need to replace the failing HVAC as an emergency as identified in General Municipal Law §6-d(2), to ensure the uninterrupted operations of the Town Hall, and;

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Supervisor to execute the Potter HVAC proposal dated December 19, 2016 minus the reduction for option # 2 leaving a balance of \$ 37,592, and;

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua authorize the budget transfer of \$ 37,592 from the Repair Reserve Fund A.232 to the General Fund Account A.1620.200 for the purposes of the replacement of the Town Hall HVAC system as described in the Potter HVAC proposal dated December 19, 2016.

RESOLUTION NO. 2017 – 043: APPOINTMENT OF TOWN OF CANANDAIGUA REPRESENTATIVE TO THE CANANDAIGUA LAKE WATERSHED COUNCIL

WHEREAS, the Town Board of the Town of Canandaigua is committed to the mission of the Canandaigua Lake Watershed Council to maintain and enhance the high quality of the Canandaigua Lake watershed, and;

WHEREAS, the Town Board wishes to be regularly updated on topics before the Canandaigua Lake Watershed Council such as land use, fish and wildlife, water quality improvements, public awareness and education, and the overall promotion of high quality of water in Canandaigua Lake and the Canandaigua Lake watershed, and;

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua appoints Town Supervisor to serve as the Town of Canandaigua's Representative to the Canandaigua Lake Watershed Council.

RESOLUTION NO. 2017 – 044: APPOINTMENT OF PLANNING BOARD MEMBER

WHEREAS, a vacancy exists on the Town of Canandaigua Planning Board due to a resignation, and;

WHEREAS, the Town Board wishes to fill the unexpired term in order to support the continued operation of the Planning Board, and;

WHEREAS, the Town Board solicited interest from the general public and interviewed candidates on January 9, 2017, and;

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby appoint _____ to the Town of Canandaigua Planning Board for the remainder of the term expiring December 31, 2017.

RESOLUTION NO. 2017 – 045: REMOVAL OF AN ENVIRONMENTAL CONSERVATION BOARD MEMBER

WHEREAS, the Town of Canandaigua Town Board is considering the removal of Jenifer Kehoe from the Environmental Conservation Board (hereinafter referred to as ECB), and;

WHEREAS, the ECB member identified has not met the minimum required annual training hours as stated in the Canandaigua Town Code § 18-7: *Members shall maintain a minimum number of hours of training annually*, and specified in the Rules of Procedure for the ECB: A

total of four (4) training hour credits are required for each member of the Board on a yearly basis, and;

WHEREAS, the ECB member identified has not attended the regularly scheduled meetings nor any of the specially scheduled meetings, and;

WHEREAS, the Town Board held a public hearing on the proposed removal of Jennifer Kehoe from the ECB on January 9, 2017 at 6:00pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, and;

WHEREAS, the ECB member was notified by certified mail of the public hearing, and;

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby removes Jennifer Kehoe from the Town of Canandaigua Environmental Conservation Board effective immediately.

RESOLUTION NO. 2017 – 046: APPOINTMENT OF ENVIRONMENTAL CONSERVATION BOARD MEMBER

WHEREAS, a vacancy exists on the Town of Canandaigua Environmental Conservation Board (herein after described as ECB), and;

WHEREAS, the Town Board wishes to fill the unexpired term in order to support the continued operation of the ECB, and;

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby appoint _____ to the Town of Canandaigua Environmental Conservation Board for the remainder of the term expiring December 31, 2017.

RESOLUTION NO. 2017 – 047: AUTHORIZATION TO SUBMIT PAPERWORK FOR A \$100,000 GRANT TO BE USED TOWARD THE RECONSTRUCTION AND RELOCATION OF DEUEL ROAD

WHEREAS, the Town of Canandaigua Town Board has received confirmation of a \$100,000 grant in state funding through the Dormitory Authority of the State of New York (DASNY), and;

WHEREAS, the Town of Canandaigua was notified of the \$ 100,000 award (Project ID: # 7313) State and Municipal Facilities Program for improvements known as the reconstruction and relocation of Deuel Road, and;

WHEREAS, the Town Board of the Town of Canandaigua has already completed SEQRA on November 16, 2015 (Resolution # 2015-256) and found the action would not result in any significant adverse environmental impact, and;

WHEREAS, DASNY has requested additional completed paperwork in the form of the following documents: 1) completed grantee certification signed by two municipal officers, 2) a completed W-9, 3) a completed grantee questionnaire signed by two municipal officers, and 4) re-submission of the grant estimate totaling \$ 100,000, and;

WHEREAS, a copy of the information 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 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 authorizes Grant Administrator Doug Finch, and Town Supervisor Greg Westbrook to sign the documents requested by DASNY as authorized representatives of the Town of Canandaigua for the purposes of awarding a \$100,000 grant for improvements known as the reconstruction and relocation of Deuel Road (Project ID: # 7313).

RESOLUTION NO. 2017 – 048: ACCEPTANCE OF UTILITY EASEMENTS FOR LAKEWOOD MEADOWS SECTION 9B

WHEREAS, the development known as Lakewood Meadows Section 9B has prepared utility easements (UE-1 & TE-6) on the drawings entitled “Lakewood Meadows Section 9B Utility Easement Plan” to the Town of Canandaigua reviewed and approved by the Town Engineer, and;

WHEREAS, a copy of the offsite watermain easement review 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 hereby does accept the offsite Utility Easements (UE-1 & TE-6) to the Town of Canandaigua as shown on the drawings entitled “Lakewood Meadows Section 9B Utility Easement Plan”.

RESOLUTION NO. 2017 – 049: ONTARIO COUNTY BID LIST PURCHASES

WHEREAS, Ontario County Public Works has published and distributed the 2016 Ontario County Material Bids list for Public Works materials and services; and

WHEREAS, the 2016 Ontario County Material Bids list consists of Resolution No. 384-2016: Renewal of Material and Service Bids and Resolution No. 385-2016: Acceptance of Materials and Services Bids which authorize contracts through May 14, 2017; and

WHEREAS, the Town of Canandaigua Procurement Policy authorizes purchasing off a State contract or any properly let municipal contract; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby recognizes the 2016 Ontario County Material Bids list as a list of properly let municipal contracts and approves the purchasing of Public Works materials and services from this list.

RESOLUTION NO. 2017 – 050: ACCEPTANCE OF AIA DOCUMENT FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND BIDDING PHASE FOR NEW HIGHWAY FACILITY

WHEREAS, the Town Board of the Town of Canandaigua has approved the Schematic Design of the new highway facility prepared by MRB Group and wishes to move to the next architectural phase; and

WHEREAS, the AIA Document B101 – 2007: Standard Form of Agreement Between Owner and Architect proposes that MRB Group and the Town of Canandaigua enter into agreement for the service of Design Development, Construction Documentation, and Bidding for the new highway facility; and

WHEREAS, a copy of AIA Document B101 presented to the Town Board for consideration is included with this resolution and 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

WHEREAS, the cost for this service is \$ 291,600.00 to be paid from the 2017 Budget line H.1440.402 – Engineering, Highway Facility; and

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

1. Accepts the AIA Document B101-2007: Standard Form of Agreement between Owner and Architect with MRB Group;
2. Directs the Town Supervisor to sign the 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. 2017 – 051: AUTHORIZATION TO ACCEPT QUOTE FOR STORAGE TRAILER RENTAL

WHEREAS, materials and equipment belonging to the Town of Canandaigua Highway Department are in need of being stored safely and securely during demolition and construction of the new Highway Facility; and

WHEREAS, the Highway Superintendent compiled a written request for quotes and collected three (3) written quotes to rent storage trailers for this purpose; and

WHEREAS, the lowest responsible bid is submitted by A-Verdi Storage Containers who submitted Quote No. 37574 proposing \$ 90.00/month to rent a 40' storage container and \$126.00/trip for pick-up and delivery; and

WHEREAS, a copy of Quote No. 37574 from A-Verdi Storage Containers presented to the Town Board for consideration is included with this resolution and 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

WHEREAS, this cost will be paid from the highway facility capital project fund; and

NOW THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby accepts Quote No. 37574 from A-Verdi Storage Containers and authorizes the Highway Superintendent to order three (3) storage containers to be rented from January 2017 until construction of the new highway facility is complete.

RESOLUTION NO. 2017 – 052: AUTHORIZATION TO REQUEST QUOTES FOR JANITORIAL SERVICE

WHEREAS, the Town Board of the Town of Canandaigua has adopted a procurement policy that requires a department head to solicit RFQs at a minimum of every four (4) years for goods or services that are not purchased off the State Bid listing or another municipality's contract; and

WHEREAS, the Town's janitorial service has reached this benchmark; and

THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Clerk to request quotes for janitorial service.

**RESOLUTION NO. 2017 – 053: IN THE MATTER OF THE ESTABLISHMENT OF
EXTENSION 41 TO THE CANANDAIGUA CONSOLIDATED WATER DISTRICT, AND SEQR
INTENT TO DECLARE LEAD AGENCY**

WHEREAS, the Town Board of the Town of Canandaigua, ("Board"), Ontario County, New York in relation to the establishment of a proposed water district extension to be known as the "County Road #32 Water Extension #41 to the Canandaigua Consolidated Water District", ("Extension"), pursuant to article 12 of the Town Law, has received a petition purporting to be executed by more than fifty-percent (50%) of all owners of taxable real property within the proposed Extension and executed by more than fifty-percent (50%) of all resident owners of taxable real property within the proposed Extension, a copy of which petition is on file in the Town Clerk's Office, and

WHEREAS, the Town Board has appropriated money from the General Funds of said Town to compensate the Town Engineer for preparation of a report, plan and map outlining the Extension, and

WHEREAS, the Town Board intends to declare itself as Lead Agency for the purposes of SEQR, and

WHEREAS, said map, plan and report, including an estimate of cost, were duly prepared by MRB Group, P.C., engineers duly licensed under the laws of the State of New York, and

WHEREAS, said map, plan and report has been filed in the Office of the Town Clerk of the Town of Canandaigua where the same is available for inspection during regular business hours, and

WHEREAS, the Extension shall be bounded and described as set forth in the copy that has been presented to the Town Board for consideration and 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

WHEREAS, the improvements proposed for the Extension are extending an existing water main located on County Road #32 from the intersection with Hopkins Road approximately 3,200 linear feet southwest along County Road #32, and consisting of the installation of an 8-inch water main, valves, hydrants, and appurtenances, and

WHEREAS, the maximum amount proposed to be expended for said improvements is **\$158,400.00** and the method of financing the cost of said improvements shall be the issuance of serial bonds of the Town of Canandaigua maturing in annual installments over a period not exceeding 30 years, such bonds to be payable from the assessment levied upon all the taxable real property in the extension, assessed upon all the taxable real property within the Extension at the same time and in the same manner as other Town Charges, in an amount sufficient to pay the principle and interest on said bonds as the same become due, but if not paid by such source, all the taxable real property in the Town of Canandaigua shall be subject to the levy of ad valorem taxes without limitation as to the rate or amount sufficient to pay the principle and interest on said bonds as the same shall become due, and

WHEREAS, the establishment of said Extension as proposed has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, and the

Board having determined that the proposed action will not result in any significant environmental impacts, and

WHEREAS, the estimated cost of hookup fees to the typical property in the Extension is \$1,655.00 and the estimated cost of hookup fees to the typical one or two family home in the Extension is \$1,655.00, and

WHEREAS, the annual estimated cost of the Extension to the typical property therein is \$1,547.77 for operation, maintenance and other charges and expenses to be paid, and the annual estimated cost of the Extension to the typical one or two family home therein is \$1,547.77 for operation, maintenance, and other charges and expenses to be paid, and

WHEREAS, an explanation of the manner by which were computed said estimated costs of hookup fees and annual cost to the typical property and the typical one or two family home in said Extension has been duly filed in the Office of the Town Clerk where the same is available during regular office hours for examination by any person interested in the subject matter thereof, and

WHEREAS, the Extension will require the approval of the New York State Comptroller prior to construction of the improvements as the annual estimated charge of the Extension, under either financing proposal, exceeds the maximum average annual cost allowance established by the New York State Department of Audit and Control, and

WHEREAS, the Board intends to call a public hearing upon the proposed Extension pursuant to Town Law, and

WHEREAS, a copy of the Full Environmental Assessment Form 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 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 has scheduled a public hearing at the Canandaigua Town Hall, 5440 Route 5 & 20 West, Canandaigua, New York, on February 13, 2017 at 6:00, P.M. for the purpose of holding a public hearing to consider the establishment of the proposed extension in said Town as described in the preambles hereof, and to consider the map, plan and report, including the estimate of cost filed in relation thereto, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Board as may be required by law or shall be proper under the circumstances, and

BE IT FURTHER RESOLVED, the Town Board intends to declare itself as Lead Agency for the purposes of SEQR, and

BE IT FINALLY RESOLVED, the Town Clerk of the Town of Canandaigua is hereby authorized and directed to cause a copy of this order to be published once in the official newspaper of the Town of Canandaigua, the first publication thereof to be not less than 10 nor more than 20 days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the signboard of the Town maintained pursuant to subdivision 6 of section 30 of the Town Law not less than 10 nor more than 20 days before the day set for the hearing as aforesaid. The Town Clerk is further directed to mail a copy of this order to each

property owner within the proposed Extension as set forth on the latest tax assessment rolls for the Town.

RESOLUTION NO. 2017 – 054: ADOPTION OF THE 2017 FEE SCHEDULE

WHEREAS, the Director of Development, Director of Parks and Recreation, Highway / Water Superintendent, and Town Clerk have worked together to amend the Town's Fee Schedule to include all fees collected by the Town as requested by the Town Board; and

WHEREAS, these department heads and elected officials have presented a revised Fee Schedule to the Town Board for consideration; and

WHEREAS, a copy of the Fee Schedule presented to the Town Board for consideration is included with this resolution and 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

NOW THEREFORE BE IT RESOLVED, the Town Board has reviewed, discussed, and determined that the fees identified in the 2017 Fee Schedule are reasonable and hereby adopts the Town's 2017 Fee Schedule effective January 9, 2017.

RESOLUTION NO. 2017 – 055: AUTHORIZATION FOR TOWN CLERK TO SUBMIT NYS ARCHIVES RECORDS REQUEST FOR CLOUD-BASED SOFTWARE PLATFORM

WHEREAS, the Town of Canandaigua is exploring a cloud-based software program to more easily review, track, and process Planning, Zoning, and Building applications, and;

WHEREAS, the Town Clerk wishes to submit a letter to the NYS Office of Archives to request approval of the use of cloud-based data, and;

WHEREAS, a copy of the letter presented to the Town Board for consideration is included with this resolution and 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 RESOLVED, the Town Board of the Town of Canandaigua does hereby authorize Town Clerk Jean Chrisman to submit a letter to the NYS Office of Archives requesting approval of the use of cloud-based data storage.

RESOLUTION NO. 2017 – 056: CONTRACT AWARD FOR 2017 TOWN TRANSFER STATION ELECTRONICS RECYCLING

WHEREAS, the Highway Superintendent has requested and received 3 written quotes for the service of electronics recycling

WHEREAS, EWaste+ (F.K.A. RCR&R), the Town's current contractor, has submitted the lowest responsible bid; and

WHEREAS, beginning January 1, 2017, the cost to recycle CRTs and flat screen TVs is \$0.35/lb; and

WHEREAS, a copy of the EWaste+ contract is included with this agenda and identified as Attachment 22 ; 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 signed Independent Contractors Supplemental Terms & Conditions and current Ewaste+ Certificate of Liability Insurance is on file in the Town Clerk's office; and

WHEREAS, the costs for this recycling has been allocated in 2017 budget line A.8160.400; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Canandaigua hereby approves the contract with Ewaste+ for electronics recycling and directs the Town Supervisor to sign the contract.

RESOLUTION NO. 2017 – 057: APPROVE 2017 INTERMUNICIPAL AGREEMENT FOR COURT SECURITY SERVICES

WHEREAS, the Town has received the Intermunicipal Agreement from the Ontario County Department of Finance for the 2017 Court Security Services; and

WHEREAS, Ontario County desires to continue to provide such services for the compensation and on the terms as described in the contract at a cost not to exceed \$10,920; and

WHEREAS, a copy of the agreement presented to the Town Board for consideration is included with this resolution and 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; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the contract and authorizes the Town Deputy Supervisor to sign the contract; and

BE IT FURTHER RESOLVED, the Town Clerk is hereby directed to return 3 copies of the signed agreement with original signatures to Ontario County Department of Finance.

- Approval of the following Town Board Meeting Minutes:
December 19, 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 24 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.
- 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

Dennis Brewer, Director of Parks and Recreation, report to Town Board for
January 9, 2017

January 11, 2017 at 6:00 at town hall: Parks and Recreation Committee meeting
with MLA to discuss plans for the Parks and Recreation Master Plan.

I will be meeting with ARC to discuss plans for another camp at Onanda Park for
the summer.

Committee meetings for 2017:

Meetings will begin at 6:00

March 22 at Richard P. Outhouse Memorial Park

April 26 at Onanda Park

May 24 at Blue Heron Park

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

Highway and water superintendent report 1/9/17

Highway.

1. All is going well with winter operations
2. We have been approached by Cintas, our uniform provider, regarding the contract they were awarded through US Communities, a nationwide municipal buying consortium. Kate has looked into the program and there is an opportunity for the town to save substantially on uniform costs. However, to participate in the contract, the town needs to adopt a Best Value local law. Can we refer this conversation to one of the committees for their recommendation?

Water.

1. A resolution on the agenda for the public hearing on extension # 41 AKA County road 32 extension.
2. Fourth quarter billing is finished and will be mailed out on the 30th of December.
3. Water account #10000845 for service at 5319 Buffalo Street Extension is asking for a disbursement of credit. The property was in foreclosure and on May 31, 2016 Wells Fargo contacted us to put service in their name. In June of 2016 the bank sent us two payments for the same bill. Wells Fargo is asking the Town to send them the \$46.86 credit on the account because the property has now transferred to the new owner.

Other items

1. Fee schedule for tires as I discussed in December the town board will be increasing the amount significantly for the disposal of them. I would like to ask that the town send a letter to all the residents informing them of the new fee cost.
2. A resolution for the HVAC will be discussed by Doug and myself to the board. I will have the highway employees assist Potter HVAC to help save the town \$ 16,000.00 from the original cost estimate.
3. The electronics storage building and employee shelter is completed at the transfer station.
4. The RFQ for point of sale equipment is being finalized and we will begin accepting quotes this month with a goal of presenting the lowest bid to the Town Board in February.

Assessor's Report January 9, 2017

Year to date there have been 130 sales in Town with a median price of around \$250,000. The number of sales is slightly up from last year with the median sale price being very close. The highest sale this year was for \$1.1 m

The revised STAR program is still generating calls, as all the checks have not yet been issued; none at all for the Mobile Home Parks. In addition to the STAR checks, there is the property tax relief check program, which has the qualifications of:

- live in a school district that is complying with the New York State property tax cap
- receive either the Basic or Enhanced STAR property tax relief, and
- have an income of \$275,000 or less.

These have been issued to part of the County, but I have not heard of a Town resident receiving one yet.

Christopher Lyon, IAO

Town of Canandaigua
Director of Development
Administrative Report
January 9, 2017

ADMINISTRATION / DEVELOPMENT OFFICE:

GENERAL: Final general permits issued by the Development Office for 2016 are 511 permits.
For comparison:

2015 – 609 permits	2014 – 428 permits
2013 – 380 permits	2012 – 451 permits
2011 – 407 permits	

CIC: The Citizen's Implementation Committee met on January 3, 2017 to review their 2017 plan, update strategic goals for the year, and to bring the formation of our 2017 project teams.

PROJECT TEAMS: The CIC would like to once again include residents and interested stakeholders in project teams to achieve the goals identified for 2017. The CIC would like to provide public notice for those interested residents who may wish to participate in the following teams and topics:

- MIXED USE OVERLAY (*MUO Team*)
- OPEN SPACE AND CONSERVATION PLAN (*Open Space & Conservation Team*)
- COMPLETE STREETS POLICY (*Complete Streets Team*)
- UPDATE SITE DESIGN STANDARDS CRITERIA (*Site Design Team*)

Upcoming Meetings:

Planning – The next scheduled Planning Board meeting is January 10th at 6:30pm.

Zoning – The Zoning Board of Appeals next meets January 17th at 6:00pm.

Environmental Conservation Board – February 2nd at 4:30pm.

Citizens Implementation Committee – January 17rd at 9:00am – Parks & Trails Master Plan Update

Sincerely,


Doug Finch, Director of Development

An abbreviated Historian's Report for January 9th, 2017

1. I have scheduled a program for the Centerfield Homemakers on Canandaigua District Schools to be held at the Town Hall. The date is February 16th at potentially 12 noon.
2. Also in February, I have scheduled two other programs: On February 13th, I have been asked to do a presentation on "Steamboats of Canandaigua Lake" at the Farmington Chamber of Commerce, 12 noon. Place to be determined; And on a date, place and topic to be determined I have been asked to perform a presentation for "Legacy" in Victor.
3. I am working on the Annual Historian's report to be due in mid January. This will also include goals for 2017.

Sincerely, Ray Henry

Town Clerk Report for the January 9, 2017, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of December 2016 totaled \$26,943.88. The collected total for 2016 was \$1,023,173.39. (see attached).
2. **Water Bill Payments:** From Canandaigua National Bank (CNB) perspective, the Town can move forward with sending out the authorization forms to the Canandaigua Water District users. This mailing will be sent out prior to January 13, 2017. The goal is to begin this payment option with the April 2017 water billing cycle.
3. **2017 Tax Collection:** The 2017 County / Town tax bills were mailed on Friday, December 30, 2016. My office is all set up to accept payments online for those property owners who wish to take advantage of this option. A monthly report will be provided to the Town Board.
4. **LGRMIF Grant Application:** Doug Finch is assisting me in writing a grant application to convert our paper storage to an electronic storage environment. The submission date is Tuesday, January 17, 2017.

Please let me know if you have any questions.

Submitted by,

Jean Chrisman

Jean Chrisman
Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	3	575.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	8	4,660.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	2	300.00
	Sub-Total:			\$5,535.00
A.2590	Building Fee	Building Fee	1	110.00
	Sub-Total:			\$110.00
A1255	Marriage Lic.	Marriage License Fees	1	17.50
	Misc. Fees	Copies	4	6.25
		Marriage Cert	3	30.00
	Miscellaneous	Site Design Dev. Regs.	1	181.60
	Sub-Total:			\$235.35
A1603	Misc. Fees	Death Cert	39	440.00
	Sub-Total:			\$440.00
A2110	Plan & Zone	Zoning Fee	5	1,050.00
	Sub-Total:			\$1,050.00
A2120	Plan & Zone	Soil Erosion	1	150.00
	Sub-Total:			\$150.00
A2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	30	390.00
		Male, Neutered	16	208.00
		Male, Unneutered	2	38.00
		Late Fees	10	50.00
	Sub-Total:			\$686.00
	Plan & Zone	Site Development	18	2,097.00
A2590	Sub-Total:			\$2,097.00
	Misc. Fees	Transfer Coupons	175	1,419.00
A2591	Sub-Total:			\$1,419.00
	Rents Payments	Rents Payments	8	15,147.03
F.2140	Sub-Total:			\$15,147.03

Total Local Shares Remitted:	\$26,869.38
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Amount paid to: NYS Ag. & Markets for spay/neuter program	52.00
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Amount paid to: State Health Dept. For Marriage Licenses	22.50
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Total State, County & Local Revenues:	\$26,943.88
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Total Non-Local Revenues:	\$74.50
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To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	175	44,410.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	40	15,345.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	9	6,420.00
	Onanda Cabin Residential Daily	Onanda Cabin Residential Daily	18	4,250.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	54	8,145.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	40	1,800.00
	Park Rentals	Onanda Cabin Residential Weekly	20	7,025.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekend	6	360.00
		Sub-Total:		\$87,755.00
A.2590	Building Fee	Building Fee	55	17,473.12
			Sub-Total:	\$17,473.12
A0380	AR Charge Back Billing	AR Charge Back Billing	2	95.00
			Sub-Total:	\$95.00
A1255	Conservation	Conservation	94	327.59
	Games of chance	games of chance	1	25.00
	Marriage Lic.	Marriage License Fees	39	682.50
	Misc. Fees	Copies	321	97.75
		Marriage Cert	29	290.00
	Miscellaneous	Site Design Dev. Regs.	3	427.20
A1603	Misc. Fees		Sub-Total:	\$1,850.04
		Birth Cert	2	20.00
		Death Cert	282	2,920.00
A2001	General Lic.		Sub-Total:	\$2,940.00
		Park Permit Res	59	2,065.00
		Park Permits Non	10	650.00
		Walk Ins	185	21,813.00
A2110	Building Fee Plan & Zone		Sub-Total:	\$24,328.00
		Building Fee	10	1,820.00
		Site Signs	3	294.00
		Zoning Fee	71	22,349.20
A2120	Plan & Zone		Sub-Total:	\$24,463.20
		Soil Erosion	71	10,650.00
A2148	Misc. Fees		Sub-Total:	\$10,650.00
		Returned Check Fee	3	60.00
A2544	Dog Licensing		Sub-Total:	\$60.00
		Exempt Dogs	8	0.00
		Female, Spayed	598	7,774.00
		Female, Unspayed	72	1,368.00
		Male, Neutered	533	6,929.00
		Male, Unneutered	82	1,558.00
		Replacement Tags	6	18.00

Account#	Account Description	Fee Description	Qty	Local Share
	Late Fees	Late Fees	211	1,069.00
		Sub-Total:		\$18,716.00
A2590	Plan & Zone	Site Development	453	73,658.47
		Sub-Total:		\$73,658.47
A2591	Misc. Fees	Transfer Coupons	8447	23,106.00
		Sub-Total:		\$23,106.00
CM-2001	Plan & Zone	Parks And Recreation	47	47,000.00
		Sub-Total:		\$47,000.00
F.2140	Rents Payments	Rents Payments	387	647,099.54
		Sub-Total:		\$647,099.54
F.2142	Water Sales	Water Sales	15	3,609.80
		Sub-Total:		\$3,609.80
F.2144	Service Hookups	Service Hookups	21	27,450.00
		Sub-Total:		\$27,450.00
F.2148	Penalty	Penalty	195	4,190.31
		Sub-Total:		\$4,190.31
Total Local Shares Remitted:				\$1,014,444.48
Amount paid to:	NYS Ag. & Markets for spay/neuter program			1,593.00
Amount paid to:	NYS Environmental Conservation			6,258.41
Amount paid to:	State Health Dept. For Marriage Licenses			877.50
Total State, County & Local Revenues:				\$1,023,173.39
Total Non-Local Revenues:				\$8,728.91

To the Supervisor:

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

Supervisor

Date

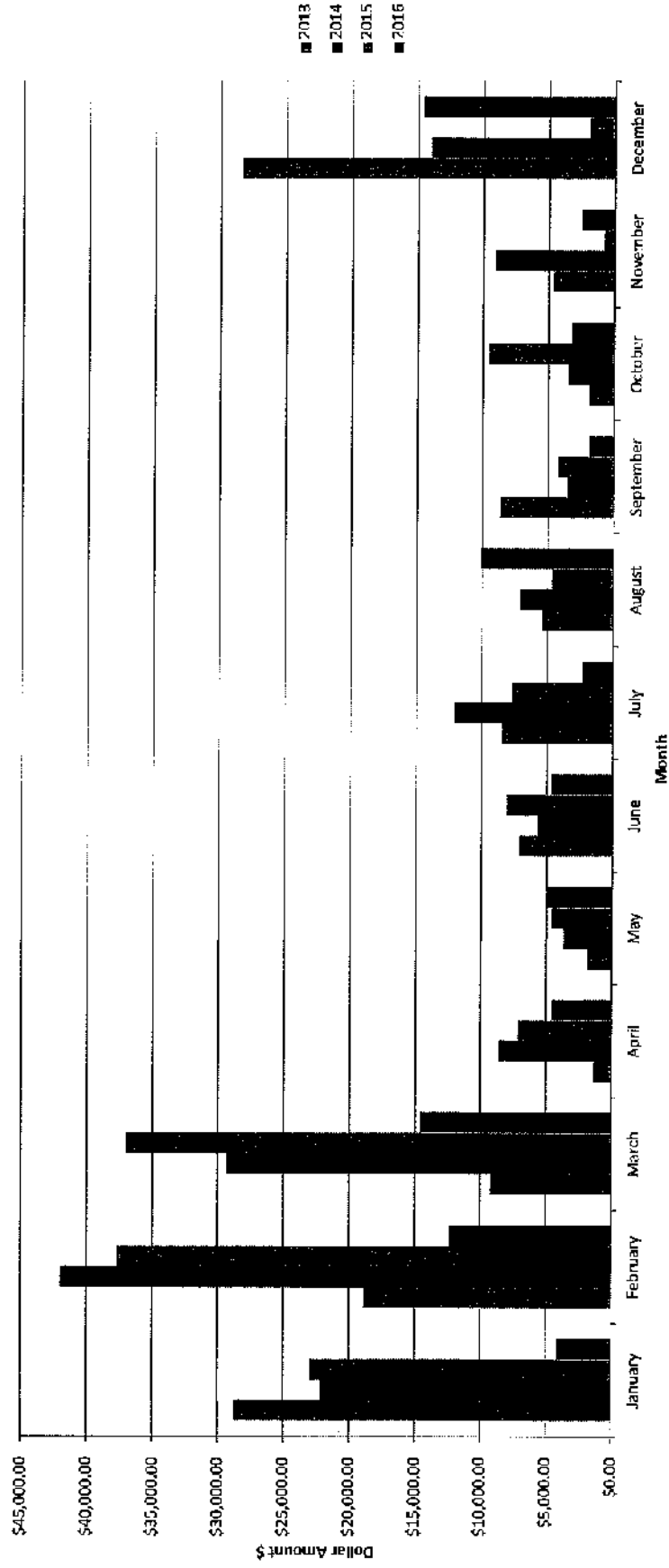
Town Clerk

Date

Revenue & Expense Report, Cash Summary Report and EFPR Solutions Executive Summary to be provided at the January 9, 2017 Town Board Meeting.

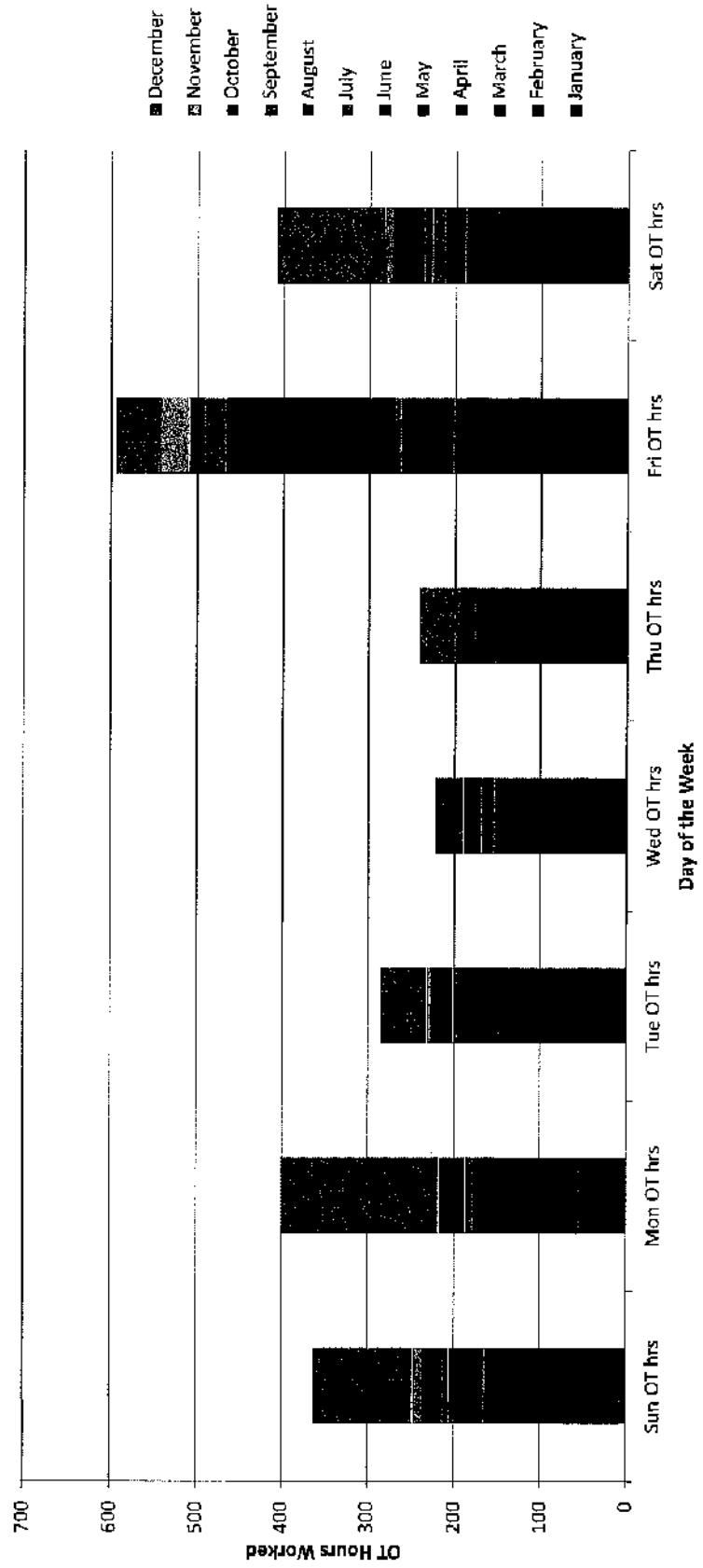
	2013	2014	2015	2016
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36
June	\$7,188.71	\$5,730.26	\$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	\$2,596.51
December	\$28,123.96	\$14,038.96	\$1,957.16	\$14,667.81

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	12	1.5	5.5	1.5	0	36	10
December	115	181.75	53.5	31	41.5	49.5	126
	363.50	400.50	286.00	221.75	241.50	594.50	409.75

Highway Overtime Hours



ATTACHMENT 2

2017 Investment Policy For Town of Canandaigua

I. Scope

This investment policy applies to all monies and other financial resources available on its own behalf or on behalf of any other entity or individual.

II. Objectives

The primary objectives of the local government's investment activities are, in priority order:

- To conform with all applicable federal, state and other legal requirements (legal);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity), and
- To obtain a reasonable rate of return (yield).

III. Delegation of Authority

The governing board's responsibility for administration of the investment program is delegated to the Supervisor who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. Diversification

It is policy of the Town to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. Internal Controls

It is the policy of the Town for all monies collected by any officer or employee of the government to transfer those funds to the supervisor within three days of deposit or within the time period specified by law whichever is shorter.

The Supervisor is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. Designation of Depositories (Section amended May 20, 2008)

The banks and trust companies authorized for the deposit of monies up to a maximum amounts are:

<u>Depository Name</u>	<u>Maximum Amount</u>	<u>Officer</u>
Canandaigua National Bank	\$8 million	
Lyons National Bank	\$8 million	

VIII. Collateralized of Deposits

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured.

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short – term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk – based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. Safekeeping and Collateralization

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in securities.

X. Permitted Investments

As authorized by General Municipal Law, Section 11, the Town authorizes the Supervisor to invest monies not required for immediate expenditures for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificate of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;

- Certificates of Participation (COPs) issued pursuant to GML Section 109-b;
- Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML Sections 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, 6-n.

All investment obligations shall be payable or redeemable at the option of the Town within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town within two years of the date of purchase.

XI. Authorized Financial Institutions and Dealers

The Town shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Supervisor is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. Purchase of Investments

The Supervisor is authorized to contact for the purpose of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to or held in custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town by the bank or trust company. Any obligation held in custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The

agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in securities.

XIII. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

Date Policy Adopted: 12/14/1998

Date Policy Amended: 5/20/2008

Date Policy Adopted: 1/6/2014

Date Policy Adopted: 1/5/2015

Date Policy Adopted: 1/11/2016

Date Policy Adopted: _____

Appendix A
Schedule of Eligible Securities

- (i) Obligations issued, fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development, the Asian Development Bank and the African Development Bank.
- (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.
- (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.
- (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally statistical rating organization.
- (vii) Obligations of countries, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- (x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and have maturities of no longer than 60 days from the date they are pledged.
- (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

ATTACHMENT 3

**Town of Canandaigua
Rules of Procedure
Adopted at _____, 2017
Town Board Organizational Meeting**

Resolution #2017-_____ Rules of Procedure

Moved By: Councilman _____

Seconded By: Councilman _____

The Town Board hereby adopts the following Rules of Procedure. In the absence of the adoption of its own rules of order, these rules shall apply to all boards and committees of the Town of Canandaigua. The Rules of Procedure will be posted on the Town Clerk's legal bulletin board, in the Town Hall Meeting Rooms and on the Town of Canandaigua website.

CANANDAIGUA TOWN BOARD RULES OF PROCEDURE

January 2017

1. The organizational meeting of the Canandaigua Town Board will be held during the month of January of each year, pursuant to the provisions of Town Law. The Town Board shall hold at least one (1) regular meeting each month of the calendar year, the date(s) and time(s) to be decided upon at the organizational meeting.
2. The Town Supervisor shall be the Chair of the Board. In the absence of the Supervisor, the Deputy Supervisor shall act as the Chair of the Board.
3. The majority of the Town Board (3 members) shall constitute a quorum.

COMMITTEES

4. The Supervisor may from time to time create Committees of the Town Board as deemed necessary to assist the Board in the transaction of its business. The Supervisor shall appoint one or more members of the Board to serve on such Committee on an annual basis for a one year term.
5. The Town Board may from time to time also create and abolish advisory, Special Committees and/or Commissions. Any resolution creating an advisory Special Committee or Commission shall specify the powers and duties of the Special Committee or Commission.

MEETINGS

6. At each meeting the order of business shall be:
 1. Call to order and Pledge of Allegiance
 2. Roll Call
 3. Circulation of written communications and correspondence
 4. Privilege of the Floor
 5. Presentations
 6. Public Hearings
 7. Priority Business
 8. Reports of Town Officials and Department Heads
 9. Reports of Committees, Boards and Commissions
 10. Privilege of the Floor
 11. Resolutions and Motions
 12. Approval of the Minutes
 13. Approval of Charge Back Billing

14. Payment of Bills
15. Other Business
16. Privilege of the Floor
17. Executive session as needed
18. Adjournment

7. The Chair shall preserve order and decorum at all meetings of the Board.
8. Every Board member, previous to his/her speaking shall address himself or herself to the Chair. When two or more members of the Board address the Chair at once, the Chairperson shall name the Board member who is to speak first. No Board member shall speak more than once on any question, until every Board member choosing to speak shall have spoken.
9. A Board member called to order shall immediately come to order, except that he/she will be permitted to explain. If an appeal shall be taken from a decision of the Chair, the Board shall decide the case by majority vote without debate.

PERMISSION FOR THE PUBLIC TO SPEAK BEFORE THE TOWN BOARD

10. Anyone from the public shall have the right to address the Board during the Privilege of the Floor portion of any Town Board meeting. Upon request a member of the audience may address the Town Board on a matter of public concern. The time allotted for addressing the Board shall be limited to three minutes unless the Supervisor has granted prior approval for additional time.

MOTIONS AND RESOLUTIONS

11. General deadline for preparation and submission of formal Resolutions to the Town Clerk for consideration and/or action by the Town Board is noon the Monday immediately preceding the Town Board meeting. The Town Board hereby acknowledges, in its sole discretion, may continue to consider and/or act upon any and all business that may properly come before the Town Board at any duly convened meeting of the Town Board by request of a waiver of the rule and the approval of a majority of the board.
12. No motion shall be stated, debated, or put, unless it is seconded. When a motion is seconded, the Chair, before debate, shall state it. Any motion shall be reduced to writing if the Chair or any Board member requires it.
13. After a motion is stated, it shall be before the Board, any such motion may be withdrawn by the Councilperson offering the motion at any time prior to decision or amendment.
14. If any question in debate contains several distinct propositions, any Board member may have the same divided.
15. When a question is under debate, no motion may be received, except a motion to amend the question, to put the question, to postpone it indefinitely, to adjourn it to a specific day, to lay it on the table, to commit it to a committee, or a motion to adjourn the Board.
16. Votes, when recorded: The name of the Board member offering a motion or resolution, and the name of the Board members seconding the motion or resolution shall be entered into the minutes. The ayes and nays and abstentions upon any question shall be taken and entered in the minutes. Any such motion must be made by a Board member, be duly seconded and then be approved by an affirmative vote of a majority of the board.
17. No standing rule of order shall be rescinded, suspended or changed, or any additional rule of order be adopted thereto, except by unanimous vote of the members present and voting at a regular or special meeting.
18. Every Resolution and Local Law, as amended before the Board, shall be laid over until the next regular session of the Board if so demanded by any member of the Board. No further action may

be taken on the Resolution or Local Law or its amendments, but limited discussion may occur at the discretion of the Supervisor. No member shall be required to tell his/her reason for the lay-over of the Resolution or Local Law. Any action on a laid-over Resolution or Local Law must take place at the next scheduled meeting. No Resolution or Local Law may be laid over a second time.

19. All questions of order not addressed specifically by these Rules of Procedure shall be decided by legal counsel for the Town based on the provisions of Robert's Rules of Order and applicable law.
20. A motion to adjourn, duly seconded, shall always be in order and shall be decided without debate by an affirmative vote of a majority of the Board.

AGENDA

21. The Supervisor will set the agenda. The Town Clerk will post the agenda on the official bulletin board. The Town Clerk or designee will post the agenda and resolutions on the website by 2:00 p.m. the Thursday prior to a Town Board meeting.

MEETING PACKET

23. The Town Clerk and/or the Supervisor will gather all information relevant to the Town Board meeting, including the agenda, and place it in the Town Board folders by 2:00 p.m. the Wednesday prior to a meeting. Also, on the Wednesday prior to a meeting the agenda and supporting documents will be e-mailed to Board members and posted on the Town's website.

4 Ayes: ~~Cutri, Fennelly, Reynolds Westbrook~~

ATTACHMENT 4

**Town of Canandaigua
2017 Procurement Policy**

Resolution No. 2017-_____

Moved By: Councilman _____ Seconded By: Councilman _____

Vote:

The Procurement Policy previously adopted by the Town Board on June 28, 2010 is hereby adopted by the Town Board for the year 2017. This policy must be strictly adhered to by all Department Heads and Town staff empowered with the authority to make purchases on behalf of the Town.

Town of Canandaigua Procurement Policy

1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML, §103. Supervisor, Highway Superintendent, Town Clerk, Director of Development, Assessor, Director of Parks and Recreation, Town Historian, Town Justices, or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.
2. If the Town is purchasing off a State contract (or purchasing off any properly let municipal contract), the Town is not required to engage in competitive bidding.
3. All purchases of (a) supplies or equipment which will exceed \$10,000 in the fiscal year or (b) public works contracts over \$35,000 shall be formally bid pursuant to GML, §103.
4. All estimated *purchases of Goods*:
 - Less than \$10,000 but greater than \$3,000 require a written request for a quote (RFQ) and written/fax quotes from 3 vendors.
 - Less than \$3,000 but greater than \$1,000 require an oral request for the goods and oral/fax quotes from 2 vendors.
 - Less than \$1,000 {but greater than \$250} are left to discretion of the Purchaser.

All estimated Public Works Contracts:

- Less than \$35,000 but greater than \$10,000 require a written RFQ and fax/proposals from 3 contractors.
- Less than \$10,000 but greater than \$3,000 require a written RFQ and fax/proposals from 2 contractors.
- Less than \$3,000 {but greater than \$500} are left to the discretion of the Purchaser.

Any written RFQ (Request for Quote) shall describe the desired goods, quantity, and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered. The Town Board shall review the quotes and back-up documentation and, with the department head's recommendation, select the vendor by adopting a resolution.

Any information gathered in complying with the procedures of this Policy shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract in the office of the Town Clerk. This information shall include the vendors Certificate of Liability Insurance, signed contract, and if required a signed Independent Contractor Supplemental Terms and Conditions.

By Town Board resolution, the lowest responsive/responsible quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quoted be a bar to the procurement.

5. In the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the Town of Canandaigua require immediate action which cannot await the obtaining of quotes, or in the case when the Town Board determines that an emergency exists relative to an unsafe building in accordance with Chapter 65, Unsafe Buildings, of the Code of the Town of Canandaigua, contracts for public work or the purchase of supplies, material or equipment may be let by either the appropriate officer or by the Town Board of the Town of Canandaigua notwithstanding the purchasing methods set forth above.
6. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:
 1. Acquisition of professional services;
 2. Emergencies;
 3. Sole Source situations;
 4. Goods purchased from agencies for the blind or severely handicapped;
 5. Goods purchased from correctional facilities;
 6. Goods purchased from another governmental agency;
 7. Goods purchased at auction;
 8. Goods purchased for less than \$250.00;
 9. Public works contracts for less than \$500.00
7. Unless goods or services are being purchased off the State Bid listing or by piggy-backing off another municipality's contract, a department head shall solicit RFQs at a minimum of every four (4) years.
8. This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

ATTACHMENT 5

Town of Canandaigua, NY
Friday, December 30, 2016

Chapter 21. Ethics, Code of

[HISTORY: Adopted by the Town Board of the Town of Canandaigua 10-19-1970 by L.L. No. 1-1970 (Ch. 13 of the 1977 Code); amended in its entirety 12-16-2008 by L.L. No. 4-2008. Subsequent amendments noted where applicable.]

§ 21-1. Purpose.

It is the purpose of this chapter to promulgate these rules of ethical conduct to serve as a guide for the official conduct of municipal officers and employees of the Town of Canandaigua. The rules of ethical conduct of this chapter as adopted shall not conflict with, but shall be in addition to any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct, conflicts of interest and any prohibited interest in contracts of municipal officers and employees.

§ 21-2. Definitions.

Relevant definitions are included in Chapter 1, Article II.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 21-3. Standards of conduct.

Every municipal officer or employee of the Town shall be subject to and abide by the following standards of conduct:

- A. General rule with respect to conflicts of interest. No municipal officer or employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature or take any action which is in substantial conflict with the proper discharge of his or her duties in the public interest.
- B. Confidential information. No municipal officer or employee shall disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest even after leaving Town service.
- C. Prohibition against employment that requires disclosure of confidential information. No municipal officer or employee should accept employment or engage in any business or professional activity which will require the disclosure of confidential information gained by reason of his or her official position or authority.
- D. Prohibition against employment that impairs independence. No municipal officer or employee should accept other employment which will impair his or her independence of judgment in the exercise of his or her official duties.
- E.

Appearance or representation before a Town board, court, agency or entity. No municipal officer or employee shall appear on behalf of, or represent or otherwise receive any compensation for services on behalf of, any third party regarding any matter before any Town board, court or agency of which he or she is an officer, member or employee or for which he or she is employed to give professional advice or of any municipal agency over which he or she has jurisdiction or to which he or she has the power to appoint any member, officer or employee.

- F. Prohibited outside positions. A municipal officer or employee shall not be a paid attorney, agent, broker, employee, officer, director, trustee or consultant for any person or entity that is doing business with or that is seeking to do business with the Town or that is seeking a license, permit, grant or benefit from the Town.
- G. Future employment. A municipal officer or employee shall not for a period of one year after the termination of service or employment with the Town appear before any board, court, agency or entity of the Town in relation to any case, proceeding or application that he or she personally discussed and/or upon which he or she deliberated and/or voted in his or her official capacity during the period of his or her service or employment by the Town or which was at any time during his or her period of service for the Town under his or her active consideration.
- H. Prohibition against undue influence. A municipal officer or employee should not by his or her conduct give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties or that he or she is affected by the kinship, rank, position or influence of any party or person.
- I. Prohibition against use of official position to secure unwarranted privileges. No municipal officer or employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself/herself or others.
- J. Prohibition against transactions between the Town and an entity in which a financial interest exists. No municipal officer or employee should engage in any transaction as a representative or agent of the Town with any business entity in which he or she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his or her official duties.
- K. Prohibition against personal investments. A municipal officer or employee should abstain from making personal investments in enterprises which he or she has reason to believe may be directly involved in decisions to be made by him or her or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest.
- L. Prohibited conflicts of interest. Except as otherwise permitted by New York State General Municipal Law § 802, a municipal officer or employee shall not engage in any activity that may be construed as a conflict of interest under §§ 800 through 802 of the New York State General Municipal Law, including but not limited to owning more than 5% of any business or entity under contract with the Town or otherwise having a prohibited interest in any contract with the Town. A municipal officer or employee shall disclose to the Town the existence of any such interest in any contract with the Town as required by and in the manner set forth in § 803 of the New York General Municipal Law.
- M. Lawyers and experts. A municipal officer or employee shall not act as a lawyer or expert against the Town's interests in any legal action or proceeding.
- N. Gifts. No municipal officer or employee shall directly or indirectly solicit any gift or accept or receive any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form under any circumstances in which it could reasonably be inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

- O. **Recusal.** A municipal officer or employee shall promptly recuse himself or herself from acting on a matter before the Town when acting on the matter or when failing to act on the matter may financially benefit any of the following persons:
- (1) The municipal officer or employee;
 - (2) His or her outside employer or business;
 - (3) A member of his or her household;
 - (4) His or her customer or client;
 - (5) A relative;
 - (6) A person or entity with whom the municipal officer or employee has had a financial relationship with within the past 12 months;
 - (7) Any person or entity from which the municipal officer or employee has received a gift or any goods or services for less than fair market value during the previous 12 months; or
 - (8) A person from whom the municipal officer or employee has received election campaign contributions of more than \$100 in the previous 12 months.
- P. **Misuse of municipal resources.** A municipal officer or employee shall not use Town letterhead, personnel, equipment, supplies or resources for a nongovernmental purpose nor engage in personal or private activities during times when he or she is required to work for the Town.
- Q. **Political solicitation.** A municipal officer or employee shall not:
- (1) Knowingly request or knowingly authorize anyone else to request any subordinate of such officer or employee to participate in an election campaign or contribute to an election campaign;
 - (2) Use his or her Town position to make threats or promises for the purpose of inducing anyone to undertake any political activity or to make a political contribution;
 - (3) Ask any person or entity that currently does business with the Town or that intends to do business with the Town or that has done business with the Town within the previous twelve-month period, or that is seeking a license, permit, grant or benefit from the Town to make any political contribution or engage in any political activity.
- R. **Political activity.** A municipal officer or employee holding the following positions shall not directly or indirectly ask another municipal officer or employee to contribute to the political campaign of any municipal officer or employee running for an elective office:
- (1) Town Supervisor;
 - (2) Town Assessor;
 - (3) Town Attorney or any Attorney for the Town;
 - (4) Special Counsel;
 - (5) Town Engineer;
 - (6) Any Town Board, Planning Board or Zoning Board of Appeals member; and
 - (7) Any independent contractor providing paid services to the Town pursuant to a written agreement for a period of at least one year.

5. **Improper inducement.** No person or entity, whether or not a municipal officer or employee shall induce or attempt to induce a municipal officer or employee to violate any provision of this Code of Ethics.

§ 21-4. Filing of claims.

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town or any agency thereof on behalf of himself or any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

§ 21-5. Distribution of copies.

The Supervisor of the Town of Canandaigua shall cause a copy of this Code of Ethics to be distributed to every municipal officer and employee of the Town of Canandaigua within 30 days after the effective date of this chapter. Each municipal officer and employee elected or appointed thereafter shall be furnished a copy by the Supervisor before entering upon the duties of his or her office or employment. The failure of the Supervisor to distribute copies of this Code of Ethics shall have no effect on the duty of compliance by municipal officers and employees of the Town of Canandaigua with this Code of Ethics.

§ 21-6. Penalties for offenses.

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this chapter may be sanctioned, fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

§ 21-7. Board of Ethics.

Ontario County Board of Ethics is hereby established as the local Board of Ethics for the Town for the issuance of advisory ethics opinions on the written request of a municipal officer or employee of the Town of Canandaigua in accordance with the rules and regulations prescribed by the Ontario County Board of Ethics and as required by § 808 of the New York General Municipal Law.

ATTACHMENT 6



January 3, 2017

Town Board
Town of Canandaigua
5420 State Route 5 and 20 West
Canandaigua, NY 14424

Dear Board Members:

Town law requires that the Town Board review your books on an annual basis. Since you are an elected official independent of the Town of Canandaigua, we provide this service and submit a memorandum on your books and records to you and the Canandaigua Town Board.

We will apply the agreed-upon procedures which have been specified below to the Town Clerk of the Town of Canandaigua for the year ended December 31, 2014. This engagement is solely to assist the Town Clerk of the Town of Canandaigua in the procedures listed below:

The services that we will provide are as follows:

1. Verify and recalculate the bank reconciliations for the Town Clerk in 2016.
2. Review payments to Town for timeliness.
3. Reconcile receipts on the Town Clerk's BAS software to the Town's general ledger.
4. Analytically compare revenues for each of the accounts and explain changes.
5. We will evaluate the revenue and disbursement procedures and determine that they are operating properly

We will submit a memorandum of the procedures performed and our findings. This report is intended solely for the use of the Town Clerk and members of the Town Board of the Town of Canandaigua, and should not be used by anyone other than these specified parties.

Our fee for the agreed-upon procedures engagement will be based on our standard rates with total fees not to exceed \$900.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EFPR SOLUTIONS, LLC
AN AFFILIATE OF EFPR GROUP, LLP

By: 
Justin A. Sansone, CPA, Partner

TOWN OF CANANDAIGUA

By: _____
Town Supervisor

Date: _____

COPY



January 3, 2017

Town Board
Town of Canandaigua
5420 State Route 5 and 20 West
Canandaigua, NY 14424

Dear Board Members:

Town law requires that the Town Board review your books on an annual basis. Since you are elected officials independent of the Town of Canandaigua, we propose that we provide this service and submit a memorandum on your books and records to you and the Canandaigua Town Board.

We will apply the services which have been specified below to the Justices of the Town of Canandaigua for the year ended December 31, 2016. This engagement is solely to assist the Justice Court of the Town of Canandaigua in the procedures listed below.

The services we will provide are as follows:

1. We will summarize bank account activities and compare them to recorded receipts and disbursements.
2. We will verify and recalculate the bank reconciliations for 2016.
3. We will summarize monthly fine reports and compare them to monthly transfers to the Town.
4. We will compare bail receipts and disbursements for the year to Justice Court records.
5. We will evaluate the revenue and disbursement procedures and determine that they are operating properly

We will submit a memorandum listing the procedures performed and our findings. This report is intended solely for the use of the Justices of the Town of Canandaigua and members of the Canandaigua Town Board and, and should not be used by anyone other than these specified parties.

Our fee for the agreed-upon procedures engagement will be based on our standard rates with total fees not to exceed \$800.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EFPR SOLUTIONS, LLC
AN AFFILIATE OF EFPR GROUP, LLP

By: _____
Justin A. Sansone, CPA, Partner

TOWN OF CANANDAIGUA

By: _____
Town Supervisor

Date: _____

COPY

ATTACHMENT 7

THE BROCKLEBANK FIRM

--Attorneys--

51 North Main Street
Canandaigua, NY 14424-1495

Telephone: (585)394-3758

General Fax: (585)394-3585

RETAINER AGREEMENT

Section I

Parties

This agreement is made between DEREK G. BROCKLEBANK, ESQ. (hereinafter "attorney"), of THE BROCKLEBANK FIRM, with offices located at 51 North Main Street, Canandaigua, New York, and the Town Board of the Town of Canandaigua, (hereinafter "client, Town Board, and/or Town of Canandaigua", as the context provides).

Section II

Nature of the services to be rendered

Client hereby retains and employs attorney for the following services:

Providing legal advice and counseling to the Town Board as General Town Counsel, from time to time, and as needed, including representation in any litigation to which the Town Board and/or the Town of Canandaigua is a party, EXCLUDING representation of the Planning Board and/or Zoning Board of Appeals. The Town Board acknowledges and agrees that its decisions relative to the delivery of legal services shall be by consensus of the Town Board. Attorney will communicate directly with the Supervisor and may communicate with such Town Board members and/or town employees, professional advisers, other attorneys, consultants, and the like, as Attorney deems reasonably necessary and appropriate in the exercise of attorney's independent judgment. The Town Board will keep attorney apprised of all developments relating to any matter on which attorney is providing services. In the case of litigation and/or administrative proceedings, attorney will provide timely copies of all pleadings, documents, correspondence and the like to the Supervisor and/or Town Clerk. Attorney will also provide sufficient advance notice to enable appropriate persons to attend necessary proceedings, conferences, and the like. Communications may take the form of e-mail communications, telephone conversations, written correspondence, and/or actual conferences as attorney deems appropriate in the exercise of attorney's independent judgment. Group communications may be used to convey factual information and other subject matter within and subject to the attorney-client privilege. All initial communications on any matter must be directed to attorney and it is agreed that all such communications shall be from the Supervisor. Attorney will endeavor to conduct all meetings required by the Town Board at the Town Hall.

The services to be provided by attorney may be extended by mutual agreement in writing.

Client authorizes the attorney to take any steps which, in the sole discretion of attorney, are

deemed necessary or appropriate to protect the client's interests.

The term of this Agreement shall expire on December 31, 2017 002

Section III

No advance retainer

(a) Attorney does not require the payment of any advance or periodic retainer. The amount of attorney's fees will be based upon the established hourly time charges set forth below, and does not include any out-of-pocket disbursements (such as court costs, messenger services, transcripts of proceedings, long distance telephone calls, telefaxes, process service fees, mileage, deposition and court transcripts, filing fees, expert fees, taxes and postage, specialized computer programs and applications, computer research, etc.) which are incurred in client's behalf.

(b) Client further understands that the hourly rates apply to all time expended relative to the client's matter including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on behalf of or in connection with the client's matter.

Section IV

The written retainer agreement shall provide how the attorney's fees and expenses are to be determined should the attorney withdraw from representation or be discharged

(a) If the attorney-client relationship is terminated for any reason, the fee is to be determined in accordance with this retainer agreement. The fee established in this Retainer agreement was determined as follows:*

- X The time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal services properly.
- X The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
- X The fee customarily charged in the locality for similar legal services.
- X The issues involved and the results obtained.
- X The time limitations imposed by the client or by circumstances.
- X The nature and length of the professional relationship with the client.
- X The experience, reputation and ability of the attorney performing the services.
- X Whether the fee is fixed or contingent.

*No single factor is ultimately determinative.

Section V

The client's right to cancel the agreement at any time

(a) Client has the absolute right to cancel this Retainer Agreement at any time. The fee will be established pursuant to this agreement and the hourly rate will in no event be lower than the hourly rate set forth herein. Termination of the agreement does not relieve client of the obligation to pay all legal fees and disbursements owed attorney and client is responsible for all collection costs incurred by attorney, including payment of attorney's hourly rate, if collection is necessary.

Section VI

How the attorney will be paid through the conclusion of the representation

(a) Client agrees to pay attorney's fees and to reimburse advances made on client's behalf that may be due from time to time not later than the ON DEMAND by attorney and subject to the billing protocols set forth below. If an amount due to attorney is not paid ON DEMAND, interest at NINE PERCENT (9%) PER ANNUM shall be added to the balance due.

Section VII

The hourly rate, any out-of-pocket disbursements for which client will be required to reimburse attorney. Changes in the rates or fees must be incorporated into a written agreement signed by both attorney and client before the change may take effect.

(a) The hourly rate is **\$125.00** per hour for time attorney expends. No fees shall be paid separately for secretarial or clerical services. Attorney understands that there will be no charge backs to applicants except as authorized by the Town Board.

(b) In addition to the foregoing, client is responsible for the reimbursement to attorney for all disbursements advanced on client's behalf, the same to include, but not necessarily be limited to, court filing fees, recording fees, expert fees, charges of process servers, travel expenses, copying costs, messenger services, transcripts and the customary fees of stenographers referable to examinations before trial in the event such examinations are utilized.

(c) The hourly rates set forth in this Retainer Agreement will remain in effect throughout the period of attorney's representations unless changed by mutual consent in writing by attorney and client.

Section VIII

Frequency of itemized billing, which shall be at least every 60 days; the client may not be charged for time spent in discussion of the bills received.

(a) Client will be billed periodically, generally each month but in no event less frequently than every Sixty (60) days. All billing will be certified in the manner required by NYS law. Included in the billing will be a detailed explanation of the services rendered, by whom rendered, and the disbursements incurred by attorney in connection with client's matter. Upon receipt of attorney's bill, client is expected to review the bill and promptly bring to attorney's attention any objections client may have to the bill. While attorney strives to keep perfectly accurate time records, attorney

recognizes the possibility of human error, and attorney shall discuss with client any objections client raises to attorney's bill. Client shall not be charged for time expended in discussing any aspect of the bill rendered.

Section IX

Client's right to be provided with copies of correspondence and documents and to be kept apprised of the status of any matter.

(a) Attorney shall keep client informed, by and through the Supervisor, of the status of matters, and agrees to explain the laws pertinent to client's situation, the available course of action, and the attendant risks based upon information provided by Client and choices made by client. Client is responsible for communicating candidly with attorney. Attorney shall notify client promptly of any developments in client's case, including court appearances, and attorney will be available for meetings and telephone conversations with client, by and through the Supervisor, at mutually convenient times, and attorney shall be available generally to other members of the Town Board at regularly scheduled Town Board meetings. The Town Board acknowledges and agrees that its decisions relative to the delivery of legal services shall be by consensus of the Town Board. Attorney does insist that appointments be made for personal visits to attorney's offices. Copies of all papers will be supplied to client, through the Supervisor and/or Town Clerk, as they are prepared (unless client requests to the contrary), and client will be billed a reasonable photocopy charge (at present .15 cents per page) for these materials which will be included in client's periodic billing. At the close of the matter attorney may maintain copies to the extent attorney believes it advisable for attorney's records. Any remaining documents related to the client's matter may be kept for a period of time and then discarded at the discretion of the attorney. Attorney does not guarantee that client documents will be stored by attorney.

Section X

Under what circumstances the attorney might seek to withdraw from representation

(a) Client is advised that if attorney decides, in his sole and absolute discretion, that there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this Retainer Agreement, attorney will withdraw from representation upon written notice. Attorney shall have the right, in addition to any other remedy, to seek a judgment against client for any fees due and owing to attorney at the time of disengagement. Client shall be responsible to pay all of attorney's costs of collection including, but not limited to, court costs, filing fees, general collection fees, and attorney's fees, including attorney's hourly rate of \$125.00 for all time attorney devotes to collecting his fees.

(b) In the event that any bill from the attorney remains unpaid beyond THIRTY DAYS from demand, client agrees that the attorney may withdraw from representation on written notice. In the event that an action is pending, client acknowledges that the account delinquency shall be good cause for withdrawal and client acknowledges that it shall be solely responsible to obtain suitable replacement counsel to protect its interests occasioned by the withdrawal of attorney.

Section XI

Employment of Experts and Investigators

(a) The attorney in his discretion may, with the prior approval of the client, employ experts, or other individuals that in attorney's opinion might further the prosecution of client's claim. All such experts shall report exclusively to the attorney.

(b) Fees charged by such expert witnesses and/or investigators may be advanced by the attorney and attorney shall be reimbursed by the client ON DEMAND.

Section XII

Arbitration of Fee Dispute

In the event that a dispute arises between attorney and client relating to fees, the client may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided by the Attorney upon request.

Section XIII

Westlaw On-Line Research and Legal Publications

The Client will provide, at its sole cost and expense, access by attorney to its on-line computerized research services designed for municipal attorneys. To the extent that services for the client require more resources than are available through the on-line computerized research services available to the Town of Canandaigua, client will reimburse attorney for all charges incurred by attorney in procuring the necessary resources, subject to attorney first attempting to procure such resources through the client's Westlaw account to take advantage of any discounts that may be available to client.

Section IX

Complete Integration

This Agreement represents the entire agreement between the parties, shall be binding on the parties and/or their successors and/or assigns, and shall not be amended except by written agreement signed by both parties.

**I HAVE READ AND UNDERSTAND THE ABOVE, AND HAVE RECEIVED A COPY AND
ACCEPT ALL OF ITS TERMS:**

THE BROCKLEBANK FIRM

By: _____
DEREK G. BROCKLEBANK, ESQ.

CLIENT

ATTACHMENT 8

Standard Hourly Rate Schedule 2017

<u>CATEGORY</u>	<u>RATE</u>
Principal Engineer II.....	\$170.00
Principal Engineer I.....	\$150.00
Team Leader/Project Manager	\$142.00
Sr. Civil Engineer/Technician.....	\$135.00
Civil Engineer III	\$115.00
Civil Engineer II	\$105.00
Civil Engineer I	\$90.00
Senior Process Manager	\$90.00
Process Manager	\$80.00
Sr. GIS Analyst	\$90.00
Sr. Design Technician	\$85.00
Design Technician	\$55.00
Senior Architect.....	\$140.00
Architect	\$120.00
Associate Architect.....	\$100.00
Junior Architect.....	\$90.00
Senior Planning Associate	\$100.00
Planning Associate.....	\$90.00
Construction Manager	\$90.00
Construction Administrator	\$75.00
Construction Facility Observation.....	\$80.00
Construction Utility Observation	\$75.00
Construction Technician.....	\$70.00
Administrative Assistant	\$55.00
Reproduction Coordinator.....	\$55.00
Specialty Rate.....	\$170.00
Litigation.....	\$250.00

*RATES EFFECTIVE JANUARY 1, 2017 – DECEMBER 31, 2017

ATTACHMENT 9

December 20, 2016

Gregory Westbrook, Deputy Supervisor
Town of Canandaigua
5440 State Route 5 & 20
Canandaigua, NY 14424

COPY

Dear Deputy Supervisor Westbrook:

We are pleased to submit the following engagement letter for accounting services in the Town of Canandaigua. This letter along with Attachment A will outline our understanding of the terms and conditions of this engagement and the nature and limitation of the services we will provide.

Scope of Services - 2017

We will provide the following services:

1. We will consult with and assist the Town Supervisor or other personnel responsible for the detail monthly preparation of abstracts, payrolls and receipts.
2. We will propose adjusting journal entries with explanations for final approval by the Town Board.
3. We will prepare Posting Journals supporting cash transactions and prepare monthly bank reconciliations for the Town Board.
4. We will produce monthly reports from the accounting software to provide the Town Board with comparisons to the budget and other reports that the Town Board deems appropriate.
5. We will assist and consult with you on the preparation of the annual budget for the Town in accordance with the required due dates. We will meet with the Town Board for budget workshops as requested.
6. We will assist with preparation of the Annual Update Document for the Town, including Notes to the Financial Statements.
7. We will consult with the Town as requested by the Town Board on matters described in #1 to #7 at no additional cost.
8. We will provide consulting services in addition to services identified in #1 to #8 under separate agreements approved by the Town Board.

This engagement letter is prepared with the understanding that our significant participation in the bookkeeping functions of the Town will not allow our firm to issue reviewed or Audited Financial statements for the Town. If you determine that the Town needs Audited or Reviewed Financial statements for bonding or other purposes, we will assist the Town in identifying a qualified CPA firm that could provide these services at the best quality and lowest cost available.

Access to Documents/Information

In order for us to efficiently and properly complete the Services hereunder, the Accountant may require unrestricted access to the following documents and information concerning your organization:

Copies of basic documents reflecting your financial transactions, including check stubs, summaries of cash receipts and sales (cash and charge), bank statements and canceled checks, listings of accounts receivable and accounts payable, and documentary support of property and equipment transactions-purchases, trades, sales and other dispositions;

Information concerning any mortgage or pledge of business assets on business debts, any personal guarantees or debt, leases or other information that affects or may affect the results of operations of the Company; and any other financial information necessary for performance of the Services.

Failure by the Company to provide all necessary documents and information, and to do so in a timely manner, will impede EFPRS's services and may require EFPRS to suspend or withdraw from the engagement. The Company agrees and acknowledges that it will be responsible for any effect on the Services, including any losses or errors which may occur, as a result of the Company's failure to provide the required documents.

All documentation and information belonging to the Company which is made known to EFPRS as a result of the provision of Services hereunder, shall be held in complete confidence by EFPRS and shall not be disclosed to any third-party, except as otherwise required by law.

COPY

Fee Proposal

Our fee will be **\$24,000** for services from January 1, 2017 to December 31, 2017. We will bill you equal monthly installments of **\$2,000**.

Billing Arrangements

Our standard practice is to invoice our fees on a monthly basis. Amounts are due and payable upon receipt. If you wish to inquire about your billing or about the services that have been rendered, please call our office immediately upon receipt of the invoice. If no inquiry about the billing is received by EFPRS within 10 days of issuance of an invoice, the invoice will automatically be deemed approved by the Company. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent.

If an account has fees that are not paid in a timely manner, the Company also reserves the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely. In the event that any collection action is required to collect unpaid balances due to us, the Company agrees to reimburse EFPRS for all our costs of collection, including without limitation, attorneys' fees. If EFPRS elects to terminate our services for nonpayment, or for any other reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our services. You will be obligated to compensate us for all of our time expended, and to reimburse us for all of our out-of-pocket expenses and internal charges incurred, through the date of termination. We know that you understand this concept and employ good fiscal procedures over your collections and, accordingly, we look forward to your cooperation and understanding.

Document Retention

It is EFPRS's policy to retain engagement documentation for a period of seven years or three years from the termination of the engagement, whichever is later, after which time we will commence the process of destroying our engagement files. To the extent we accumulate any of the Company's original records during the engagement those documents will be promptly returned upon completion of the engagement.

Third-Party Claims

In the event EFPRS is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of our engagement, the Company agrees to compensate us at our standard hourly rates then in effect for the time we expend in connection with such response, and to reimburse us for all out-of-pocket costs incurred.

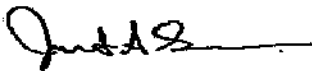
Similarly, in the event we become obligated to pay any judgment, fine, penalty or similar award or sanction; agree to pay any amount in settlement; and/or incur any costs, as a result of any claim, investigation or other proceeding instituted by any third party, including any governmental or quasi-governmental body, and if such obligation is a direct or indirect result of any inaccurate or incomplete information provided to us by the Company, whether intentionally or negligently, and not any failure on EFPRS's part to comply with professional standards, the Company shall indemnify and defend us against all such obligations, agreements and/or costs, including payment of all attorneys' fees incurred by EFPRS.

* * * *

We appreciate the opportunity to provide you this unique opportunity for both your Town and our firm. We believe that it will ultimately provide beneficial for both parties. If you have any questions or would like additional information, please don't hesitate to call.

Very truly yours,

EFPR SOLUTIONS, LLC
AN AFFILIATE OF EFPR GROUP, LLP



By: _____
Justin A. Sansone, CPA, Partner

TOWN OF CANANDAIGUA

By: _____
Gregory Westbrook, Deputy Supervisor

Date: _____

TERMS AND CONDITIONS

1. Term and Termination. Each party shall have the right to terminate this Agreement at any time by giving written notice to the other party not less than thirty (30) days before the effective date of termination. In addition, EFPRS may terminate the Agreement immediately if EFPRS reasonably determines that EFPRS is unable to perform the Services in accordance with applicable professional standards or applicable law, in the event of non-payment by the Company for the Services rendered, or in the event of insolvency or bankruptcy by the Company. In the event of termination pursuant to this paragraph, the Company agrees to compensate EFPRS for Services performed and expenses incurred through the effective date of termination, whether the Services have been completed.
2. Indemnification and Limitation of Liability. In addition to the obligations set forth in the Engagement Letter provision entitled "Third Party Claims", the Company agrees to indemnify, hold harmless and defend EFPRS and its members, partners, employees and agents (collectively, the "EFPRS Group") from and against any and all claims, liabilities or expenses relating to the Services (collectively, the "Claims") in contract, statute or tort. You agree that the EFPRS Group shall not be liable to you for any Claims in contract, statute or tort for an aggregate amount in excess of the fees paid by you to EFPRS pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence or intentional misconduct of any member of the EFPRS Group. In no event shall the EFPRS Group be liable for consequential, special, indirect, incidental, punitive or exemplary losses or damages relating to this Agreement. You further agree to release, hold harmless and indemnify any and all members of the EFPRS Group from any liability and costs relating to our Services under this Agreement attributable to any misrepresentations by you. These indemnification, hold harmless and limitation on liability provisions shall apply to the fullest extent of the law, whether in contract, statute, tort or otherwise.
3. Third Parties and Internal Use. Except as otherwise agreed, all Services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between EFPRS and any person or party other than you ("Third Party"). This engagement is not intended for the express or implied benefit of any Third Party. No Third Party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports or other Services of EFPRS. You are, however, authorized to disclose any and all aspects of our advice, opinions, reports or other Services to any persons without limitation. Since our advice, opinions, reports or other Services are solely for your benefit and are not to be relied upon by others, you must inform anyone to whom you make disclosures that they may not rely upon our advice, opinions or reports without our written consent.
4. Information and Data. EFPRS shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by you and your representatives will be complete and accurate to the best of your knowledge. EFPRS may use information and data furnished by others; however, EFPRS shall not be responsible for, and EFPRS shall provide no assurance regarding, the accuracy or completeness of any such information or data. Except as specifically provided, EFPRS shall not assume any responsibility for any financial reporting with respect to the Services provided hereunder. You shall be responsible for all financial information and statements provided with respect to any Services performed hereunder. EFPRS shall have no responsibility to address any legal matters or questions of law or for identifying any errors, fraud or other illegal acts that may exist.

The Services we provide will be provided in full reliance upon data and information provided by the Company or other sources.

5. Advice and Services. The Company shall not rely on any EFPRS draft advice, opinions, information, reports and other communication ("Advice"), and the Company acknowledges that EFPRS is not required to update final Advice following EFPRS's delivery of such final Advice to the Company. The Services provided to the Company by EFPRS may be performed by an owner of the firm who is not licensed as a certified public accountant. EFPRS's Services will not involve conducting a review to detect fraud or illegal acts. EFPRS will not render an assurance report or assurance opinion. In addition, EFPRS's Services will not constitute an audit, review, examination, or other form of attestation.
6. Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.
7. Personnel Solicitation. Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our Services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.
8. Email Communication. In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that emails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of email, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure of confidential information.

9. Professional Standards. All services provided by EFPRS are done so in accordance with all applicable professional standards.
10. Electronic Transmission. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.
11. Severability. If any portion of this Agreement, including without limitation any portion of this Agreement addressing dispute resolution, indemnification or limitation of liability, is held to be void, invalid or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of the Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.
12. Independent Contractor. EFPRS and you acknowledge that the relationship between the parties to this Agreement is exclusively that of an independent contractor and that EFPRS's obligations to you are exclusively contractual in nature. This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any Third Party nor otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.
13. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of New York and any actions or proceedings arising herefrom shall be venued in a court of competent jurisdiction in Monroe County, New York or in the United States District Court for the Western District of New York, located in Rochester, New York.
14. Notices. Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

If to EFPRS:

EFPR Solutions, LLC
Attn: Justin Sansone
280 Kenneth Drive, Ste. 100
Rochester, NY 14623

COPY

If to Company:

Gregory Westbrook, Deputy Supervisor
Town of Canandaigua
5440 State Route 5 & 20
Canandaigua, NY 14424

15. Legal Counsel. Both parties acknowledge and agree that they participated equally in the review and negotiation of this Agreement and that both parties had the opportunity to seek legal counsel and review of this Agreement and the party's obligations hereunder. Therefore, if there is any dispute over any term of this Agreement, there shall be no presumption in favor of or against either party as the drafter.
16. Entire Agreement. The Engagement Letter and this Attachment "A" between EFPRS and the Company set forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. However, to the extent that any of the provisions of the Engagement Letter conflict with this Attachment "A", this Attachment "A" will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

ATTACHMENT 10



TOWN OF CANANDAIGUA
Professional Services Agreement
HUMAN RESOURCE
CONSULTING SERVICES

PARTIES TO AGREEMENT

This Professional Services Agreement is made by and between the Town of Canandaigua, herein referred to as the "Client", and Public Sector HR Consultants LLC, with its principal offices located at 14 Knollwood Drive, Glenville, NY, 12302, herein referred to as "PSHRC".

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client's human resource needs. In the event the Client requests that its legal counsel participate in any aspect of PSHRC's human resource management services, PSHRC will consult with the Client's legal counsel as directed by the Client. The Client understands and agrees that PSHRC's role is limited to an advisory capacity only and that the application and implementation of the information and services provided by PSHRC, and any employment actions pursued as a result of advice furnished by PSHRC, are solely the responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or trier of fact absent gross negligence or willful misconduct of PSHRC, in which case damages shall be limited to consideration paid to PSHRC.

SCOPE OF SERVICES

The following is a description of the professional services to be provided by PSHRC for the Town of Canandaigua under the terms of this agreement.

Unlimited Telephone / E-mail Consultation

PSHRC will provide unlimited telephone and e-mail consultation on issues related to human resource management and labor regulation compliance, including, but not limited to, assistance with discrimination and human rights issues, sexual harassment, the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans with Disabilities Act, and equal employment opportunity.

Employee Handbook

Provide guidance on the Town of Canandaigua Employee Handbook. This includes unlimited phone consultation on Employee Handbook implementation. Revise and update the Employee Handbook as needed.

Controlled Substance and Alcohol Testing

Provide guidance on the Town of Canandaigua's Controlled Substance and Alcohol Testing policies. This includes unlimited phone consultation on application of the policies.

Job Descriptions

Develop job descriptions for newly created or reclassified positions. (Up to 2 per calendar year allowed at no additional fee; 3 or more will be charged at the rate of \$150 each.)

Wage and Salary Administration

Provide guidance on the Town of Canandaigua's Wage and Salary Administration Program. This includes unlimited phone consultation on program implementation. Upon request of the Town Board, evaluate new positions and add to the Town of Canandaigua's Wage and Salary Structure. (Up to 2 positions per calendar year allowed at no additional fee; 3 or more will be charged at the rate of \$500 per position).

Performance Appraisal Program

Provide telephone / e-mail guidance on the Town's Performance Appraisal Program.

Personnel Files and Forms

Develop personnel forms as needed to ensure accurate employee administration and adherence to applicable compliance requirements. Provide unlimited telephone guidance on the Town's personnel files with respect to the overall maintenance control, storage, and access of personnel files.

Coaching, Counseling and Corrective Discipline

Provide unlimited telephone and e-mail guidance on issues related to employee coaching, counseling, and corrective discipline. For an additional fee of \$150 per hour, PSHRC will directly handle such matters to the extent requested by the Town (e.g. investigations, preparation of counseling memos or disciplinary notices, etc.)

TERM OF AGREEMENT

This agreement shall remain in effect for the period commencing January 1, 2017 and ending December 31, 2017.

FEES FOR SERVICES

Human Resource Management Consulting – The fee for providing the Town of Canandaigua with the services specified above is \$400 per month. To reduce administrative burden, the fee will be invoiced quarterly in the amount of \$1,200.

Additional Services – Upon specific request and authorization, PSHRC will provide additional consulting services not included in the above scope of services at a rate of \$150 per hour, or for a project fee mutually agreed upon between the Town and PSHRC. Should the Town request on-site consultation requiring travel between the consultant's primary office location and the client location, time spent in transit shall be billable at a rate of \$75 per hour. (Note that the approximate round trip transit time between PSHRC's primary office and Canandaigua is approximately six (6) hours.) However, in no event will the total fee exceed \$1200 per day.

Travel Expenses – The Town of Canandaigua agrees to reimburse PSHRC for any travel expenses (mileage and thruway tolls only) directly related to providing services described in this agreement. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time travel occurs.

SIGNATURES OF PARTIES

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives:

Town of Canandaigua

Public Sector HR Consultants LLC

Signature:

Signature: Ronni M. Travers

By:

By: Ronni M. Travers, SPHR

Title:

Title: President

Date:

Date: 8/17/16

ATTACHMENT 11

RETAINER AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This agreement, effective on January 1, 2017, is made between LAW OFFICES OF REEVE BROWN PLLC, hereafter referred to as "Law Firm," and the TOWN OF CANANDAIGUA, hereafter referred to as the "Town."
2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Law Firm are as follows:
 - a. **Zoning Board Services.** Law Firm shall serve as Attorney for the Planning Board of the Town of Canandaigua. Law Firm will provide legal advice and counsel to the Zoning Board of Appeals, and shall represent the Zoning Board of Appeals in any litigation to which it is a party.
 - b. **Development Office Services.** Law Firm shall serve as Attorney for the Development Office of the Town of Canandaigua. Law Firm will provide legal advice and counsel to the Development Office staff, and shall prosecute Zoning Violations as directed by the Code Enforcement Officer or the Zoning Officer. Law Firm will draft changes to Chapter 174 and Chapter 220 of the Town of Canandaigua Code as directed by the Town Board.
3. **FEES, COSTS, & EXPENSES.**
 - a. **Hourly Rate.** Law Firm will bill the Town for legal services at a rate of \$130.00 per hour except for legal services rendered in connection with litigation, which will be billed at a rate of \$150.00 per hour.
 - b. **Costs & Expenses.** The Town agrees to pay all costs and expenses in connection with Law Firm's representation under this Agreement. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, printing fees, and process server fees.
4. **TERM.** This Agreement shall remain in effect for a term of 12 consecutive months commencing on January 1, 2017 and ending on December 31, 2017.
5. **TERMINATION.** The Town or Law Firm may terminate this Agreement at any time on 60 days written notice, in which case Law Firm's services under this Agreement will cease effective as of the 60th day after receipt of such notice. Any such notice shall be delivered by certified mail at the addresses listed below.

6. **NO GUARANTEE.** Client acknowledges that Law Firm has not promised any specific result in this matter, and understands that there are no guarantees of a successful disposition of Client's case(s).
7. **ARBITRATION.** Any dispute over legal fees shall be resolved with arbitration pursuant to Part 137 of the Rules of the Chief Administrator of Courts.

The foregoing is agreed to by:

TOWN OF CANANDAIGUA

LAW OFFICES OF
REEVE BROWN PLLC

Supervisor Pam Helming
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424

Christian M. Nadler, Esq.
3380 Monroe Avenue Suite 200
Rochester, NY 14618
Phone # 585-310-1608

Date: __/__/__

Date: __/__/__

RETAINER AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This agreement, effective on January 1, 2017, is made between LAW OFFICES OF REEVE BROWN PLLC, hereafter referred to as "Law Firm," and the TOWN OF CANANDAIGUA, hereafter referred to as the "Town."
2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Law Firm are as follows:
 - a. **Zoning Board Services.** Law Firm shall serve as Attorney for the Zoning Board of Appeals of the Town of Canandaigua. Law Firm will provide legal advice and counsel to the Zoning Board of Appeals, and shall represent the Zoning Board of Appeals in any litigation to which it is a party.
 - b. **Development Office Services.** Law Firm shall serve as Attorney for the Development Office of the Town of Canandaigua. Law Firm will provide legal advice and counsel to the Development Office staff, and shall prosecute Zoning Violations as directed by the Code Enforcement Officer or the Zoning Officer. Law Firm will draft changes to Chapter 174 and Chapter 220 of the Town of Canandaigua Code as directed by the Town Board.
3. **FEES, COSTS, & EXPENSES.**
 - a. **Hourly Rate.** Law Firm will bill the Town for legal services at a rate of \$130.00 per hour except for legal services rendered in connection with litigation, which will be billed at a rate of \$150.00 per hour.
 - b. **Costs & Expenses.** The Town agrees to pay all costs and expenses in connection with Law Firm's representation under this Agreement. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, printing fees, and process server fees.
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7. **ARBITRATION**. Any dispute over legal fees shall be resolved with arbitration pursuant to Part 137 of the Rules of the Chief Administrator of Courts.

The foregoing is agreed to by:

TOWN OF CANANDAIGUA

LAW OFFICES OF
REEVE BROWN PLLC

Supervisor Pam Helming
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424

Christian M. Nadler, Esq.
3380 Monroe Avenue Suite 200
Rochester, NY 14618
Phone # 585-310-1608

Date: __/__/__

Date: __/__/__

ATTACHMENT 12

TOWN OF CANANDAIGUA

FUND BALANCE POLICY

Adopted: January _____, 2017 – Resolution #2017 – _____
Previously Adopted: August 17, 2015 by Resolution # 2015-193

PURPOSE

The purpose of a Fund Balance Policy is to ensure that there will be adequate liquid resources to serve as a financial cushion.

POLICY STATEMENT

The Town of Canandaigua finances will be managed so as to maintain balances of the various funds at levels sufficient to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, ensure stable tax rates and user fees, and protect the Town's creditworthiness. To assure the appropriate level, in the General Fund, the Town will maintain an Unrestricted Fund Balance with a minimum of 2 months of expenditures.

RESTORATION OF MINIMUM FUND BALANCE

Should the General Fund balance fall below the target level, the Bookkeeper will advise the Budget Officer and the Town Board. Working with the Town Board, the Bookkeeper and the Budget Officer will prepare a plan for restoration of the balance to the target levels and achieve the target level as soon as practicable within the next fiscal year.

DEFINITIONS

Cash Balance: The sum of cash and the investment of an accounting fund.

Unrestricted Fund Balance: The total of the committed, assigned and unassigned fund balance.

Fund Balance: The difference between the assets and liabilities reported in a governmental fund. Fund balance is not the cash balance of the Town; the fund balance consists of other assets such as money due from the state and federal government, taxes receivable, and accounts receivable. Fund Balances are classified into various components depending on the limitations placed on the use of the funds. The hierarchy indicates the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet. GASB Statement 54 established the following classifications depicting how specific amounts can be spent:

- **Nonspendable Fund Balance** includes amounts that are not in a spendable form (inventory, for example) or are required to be maintained intact (the principal of an endowment fund, for example).
- **Restricted Fund Balance** includes amounts that can be spent only for the specific purpose stipulated by external resources providers (for example, grant providers), constitutionally, or through laws or regulation of other governments.
- **Committed Fund Balance** includes amounts that can be used only for the specific purpose determined by a formal action of the Town Board (self-imposed limitation set in place prior to the end of the period). Commitments may be changed or lifted only by the Town Board taking the same formal action that imposed the constraint originally.
- **Assigned Fund Balance** comprises amounts intended to be used for specific purposes. Intent can be expressed by the Town Board. Encumbrances that are carried forward to the subsequent year are classified in the Assigned Fund Balance. It is the Assigned Fund Balance that is used to reflect the appropriation of a portion of the existing fund balance to eliminate a projected deficit in the subsequent year's budget.

- **Unassigned Fund Balance** is the residual classification for the general fund and includes all amounts not contained in the other classifications (i.e., surplus). Unassigned amounts are technically available for any purpose.

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ATTACHMENT 13

TOWN OF CANANDAIGUA

Policy and Procedure for Accepting Public Credit Card Payments

Adopted by the Canandaigua Town Board on February 23, 2015. Resolution #2014-232

Confirmed by Town Board on _____, 2017 by Resolution 2017 - _____

In an effort to improve customer service and operating efficiencies, on June 9, 2014, the Canandaigua Town Board adopted Resolution 2014-112 authorizing the acceptance of credit cards for the payment of certain items such as park reservations, water purchases and permitting fees. On ___ date ___, the Town Board approved accepting credit cards for the payment of Town or County taxes.

POLICY:

The Town will accept certain credit cards for the payment of all transactions. The credit card user will be responsible for all fees associated with the credit card use.

PROCEDURE:

1. The Town Board is responsible for selecting a credit card service provider that offers competitive user fees and services that meet the needs of the receiving department. Once selected, the service provider contract will be reviewed and approved by the Town Board on an as needed basis. At no time shall the Town allow service fees to be paid by anyone other than the user.
2. The Town Clerk's office will accept the use of a credit card for the payment for all transactions. As the technology becomes available, the Town Board may elect to add a credit card payment option for walk-in visitors and renters at Onanda Park.
3. The Town Clerk or designee shall balance the credit card receipts against the Daily Cash Report when cash receipts exceed \$250.00. In addition the Town Clerk or designee will review the daily transaction reports for obvious errors, omissions or discrepancies between the credit card service provider and the Town Clerk accounting reports.
4. The Town Clerk or designee shall reconcile the credit card receipts against the service provider account on a weekly basis. A copy of the reconciliation reports shall be provided to the Town's financial advisor for review.
5. Prior to the 10th day of each month, the Town Clerk will present the Town Supervisor with an accounting summary report along with a check made payable to the Town of Canandaigua, for the amount of payments collected during the prior month. The accounting reports must show the amount charged to the service provider and the amount paid to the Town.
6. The Town Board is responsible for reviewing this policy on an annual basis and making modifications as needed.

Town of Canandaigua Credit Card & Credit Account Policy and Procedure

Adopted by Town Board on February 24, 2015 Resolution #2014-232

Confirmed by the Town Board on _____, 2017 by Resolution # 2017-_____

Policy: The Town Board of the Town of Canandaigua hereby authorizes the use of Town Board approved credit cards and credit accounts by employees for the sole use and benefit of the Town of Canandaigua. The purpose of the credit cards and credit accounts is to streamline and simplify the purchasing and payment process for certain transactions. Any and all purchases made with a credit card or on a credit account must be made in accordance with the procedures contained herein. Failure of an employee or elected official to adhere to the requirements and restrictions of this policy will result in appropriate disciplinary or remedial action.

Procedure:

Establishing Credit or Securing a Town Credit Card:

1. Only the Town Board may approve the creation of a town charge account.
2. Prior to the establishment of a store credit card or store credit account, the Town Board shall, by resolution, approve the account, designate who has the authority to sign the contract between the retail business and the Town of Canandaigua, and who has authority to have access to the account.
3. On an annual basis, the Town Board will review, and if needed modify, this information.
4. The Department Manager shall be responsible for immediately notifying the store in writing when an employee is no longer authorized to use an account. A copy of this written notice must be provided to the Bookkeeper and the Town Board.
5. The Town Bookkeeper is responsible for maintaining all credit card information (including the information for reporting lost or stolen cards), a current list of charge accounts and a list of approved users.

Authorized Users:

1. Use of credit cards / credit accounts is restricted to current employees and elected officials.
2. Authorized users shall sign a statement indicating they have read and understand the Town of Canandaigua Credit Card & Store Account Policy.

Use of Credit Cards and Credit Accounts:

1. Store credit cards shall be kept in the Town Clerk's office vault or in the Highway Superintendent's office safe.
2. Upon approval from their department head, an authorized employee may sign out a store credit card or use a store credit account. The employee shall sign their name, the date, credit card name, and the time the card was signed out into the log book prior to using the store credit card.
3. Upon return from making a purchase, the credit card shall be returned to the Town Clerk's or Highway Superintendent's office and the employee shall note in the log book the amount spent, and the date and time the card was returned.
4. The receipt for all purchases shall be returned to the Town Clerk's or Highway Superintendent's office the same business day or within 24 hours. The person making the purchase shall sign the receipt and return the receipt to the Dept Head.
5. The Dept Head must review the receipt to insure only approved items have been purchased. Once approved and within 24 hours, the Dept Head must sign and date the receipt and submit the receipts to the Town Bookkeeper.
6. The Town Bookkeeper is responsible for reconciling the receipts with the billing statement.

Compliance with Credit Limits and Procurement Policy:

1. A credit card / credit account may be utilized to make purchases up to the amount authorized for expenditures without prior Town Board approval and in accordance with the Town's Procurement Policy.
2. Under no circumstances will purchases be permitted which exceed the credit limit imposed by the store.

Limits and Restrictions:

1. The credit card / credit account shall not be utilized for items of personal use, amusement or entertainment purposes, alcoholic beverages, or any product, service, or fee that would not be authorized pursuant to the purchasing policies adopted by the Town of Canandaigua.
2. An employee who makes an unauthorized purchase will be liable for and must pay the Town of Canandaigua the total dollar amount of such unauthorized purchases, plus any finance charges or administrative fees charged by the store in connection with the misuse.
3. Appropriate administrative or judicial actions will be taken by the Town of Canandaigua to recoup such costs, if necessary.

Lost or Stolen Cards:

1. Employees are responsible for safeguarding the card while in their possession.
2. Lost or stolen cards shall immediately be reported to the department head and Town Bookkeeper.
3. The Town Clerk and the Town Highway Superintendent are responsible for immediately notifying the credit card company, both verbally and in writing, as well as the Town Bookkeeper, and the Town Supervisor.

Bill Payment:

1. At no time shall a store receipt be entered into the accounting system for payment without the monthly billing statement from the store company, unless a particular store does not mail a monthly statement to the Town.
2. Upon reconciliation of store billing statements against the sales receipts, the Bookkeeper, Town Clerk, or Highway Superintendent shall then enter the invoice amount into the Town's accounting system.
3. The billing statement and corresponding receipts shall be attached to the printed voucher.
4. The billing statement, receipts, and voucher will be submitted for Town Board review and approval.
5. All balances shall be paid in full by the Town on or before the date due.
6. At no time shall the Town of Canandaigua incur finance charges as a result of failure to pay a credit card bill in a timely manner.

ATTACHMENT 14

Potter HVAC & Metal Fab, Inc.

P. O. Box 396
Canandaigua, NY 14424
(585)393-9410
FAX# (585)393-1264

PROPOSAL

PROPOSAL NO. 6370

DATE 12/19/2016

NAME / ADDRESS

Town Of Canandaigua
Attn: Pam Helming
5440 Routes 5 & 20
Canandaigua, NY 14424

JOB NAME AND LOCATION		PAYMENT TO BE MADE AS FOLLOWS:	
HVAC		Net 30	
DESCRIPTION		TOTAL	
<p>OPTION # 1 Furnish and install HVAC for the upper level at the Canandaigua Town Hall. Price includes:</p> <ul style="list-style-type: none">- (3) 120,000 BTU, 80% efficient American Standard furnaces and (3) 14 SEER American standard central air conditioners- Installing new duct work to the existing supply and returns to each room- Run electric to new equipment- Gas lines- Controls- (3) Programmable thermostats- Flues- Condensate drains- All duct work will be insulated- Reuse existing diffusers and grilles- B-Vent chimney through roof- Remove existing gas and AC equipment from this project- Dismantle electric and gas to existing equipment <p>Manufacturer's 20 year limited warranty on the heat exchanger, 1 year limited warranty on internal functional parts. Potter HVAC 1 year warranty on labor.</p>		53,657.00	
<p>OPTION # 2 Remove and discard existing duct work and associated equipment for heating upper floor of the Town Hall. We will leave the metal at the town's recycling site.</p>		16,065.00	
Thank you for the opportunity to supply this estimate.			
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, and other necessary insurances.</p> <p>AUTHORIZED SIGNATURE _____</p> <p>NOTE: This proposal may be withdrawn by us if not accepted within 30 days.</p> <p>ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date of Acceptance _____ Signature _____ Signature _____</p> <p>With signing this agreement I/we agree to pay for any collection fees Potter HVAC and Metal Fab, Inc. may incur should I/we fail to pay for any materials or labor provided as part of this agreement.</p>			

Potter HVAC & Metal Fab, Inc.

P. O. Box 396
Canandaigua, NY 14424
(585)393-9410
FAX# (585)393-1264

PROPOSAL

PROPOSAL NO. 6370

DATE 12/19/2016

NAME / ADDRESS

Town Of Canandaigua
Attn: Pam Helming
5440 Routes 5 & 20
Canandaigua, NY 14424

JOB NAME AND LOCATION		PAYMENT TO BE MADE AS FOLLOWS:	
HVAC		Net 30	
DESCRIPTION		TOTAL	
OPTION # # Replace Reznor duct furnace in basement that has been starting to deteriorate. The heater is a Model SC300F-6. With a 4 week lead time. Manufacturer's 1 year warranty on parts. Potter HVAC 1 year warranty on labor.		18,333.00	
Thank you for the opportunity to supply this estimate.			
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, and other necessary insurances.			
AUTHORIZED SIGNATURE _____			
NOTE: This proposal may be withdrawn by us if not accepted within 30 days.			
ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.			
Date of Acceptance _____		Signature _____	
With signing this agreement I/we agree to pay for any collection fees Potter HVAC and Metal Fab, Inc. may incur should I/we fail to pay for any materials or labor provided as part of this agreement.			

Town Board Minutes - December 6, 1999

- Section 2. Such reserve fund shall be known as the "HIGHWAY IMPROVEMENTS CAPITAL RESERVE FUND" of said Town.
- Section 3. There may be paid into such Highway Improvements Capital Reserve Fund from time to time, such amounts, revenues and/or moneys as are specified in Section 6-c of the General Municipal Law.
- Section 4. Any expenditures from the Highway Improvements Capital Reserve Fund hereby established shall be made only upon authorization of the Town Board of said Town, which shall be subject to permissive referendum in each case. In addition, any expenditures from said Highway Equipment Capital Reserve Fund shall require an order of the Superintendent of Highways of the Town upon audit and with the consent of the Town Board as required by Section 6-c(5) (b) of the General Municipal Law.
- Section 5. The administration of such Highway Improvements Capital Reserve Fund, including any transfers to or from such fund, shall be conducted in accordance with the provisions of section 6-c of the General Municipal Law.
- Section 6. It is hereby determined that it is the intent of this resolution to comply with the provisions of Section 6-c of the General Municipal Law, which, to the extent that any provision of this resolution shall be in conflict with such Section 6-c, as it may be amended from time to time, shall be deemed to supersede any provisions of this resolution with which it is in conflict.
- Section 7. Pursuant to the provisions of Section 6-c(5) (b) of the General Municipal Law, this resolution is adopted subject to the consent of the Superintendent of Highways of the Town of Canandaigua, Ontario County, New York, and the consent of the Superintendent of Highways of the County of Ontario, New York, which consents shall be in writing, addressed to this Town Board, prior to the establishment of the Highway Improvements Capital Reserve Fund.

Roll call vote as follows:

Supervisor Casella	voting Aye	Councilman Fox	voting Aye
Councilman LaCrosse	voting Aye	Councilman Beecher	voting Aye
Councilman Minster	voting Aye		

Resolution carried.

The following resolution was offered by Councilman Fox, seconded by Councilman Beecher:

A resolution establishing a reserve fund in and for the Town of Canandaigua, Ontario County, New York, for the class of objects or purposes of the ~~repair of buildings~~ of and in said Town to designated and and known as the ~~"REPAIR RESERVE FUND"~~.

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

- Section 1. Pursuant to subdivision 1 of Section 6-d of the General Municipal Law, there is hereby established a reserve fund in and for the Town of Canandaigua, Ontario County, New York, for the class of objects or purposes of paying the cost of buildings repair of and in said Town, for repairs which are of a type which do not recur annually or at shorter intervals. The aforesaid purpose shall include incidental improvements, equipment, apparatus, appurtenances, furnishings and other incidental

Town Board Minutes - December 6, 1999

expenses in connection therewith.

- Section 2. Such reserve fund shall be known as the "REPAIR RESERVE FUND" of said Town.
- Section 3. There may be paid into such Repair Reserve Fund from time to time, such amounts, revenues and/or moneys as are specified in Section 6-d of the General Municipal Law.
- Section 4. Any expenditures from the Repair Reserve Fund hereby established shall be made only upon authorization of the Town Board of said Town. In cases of emergency, moneys in such Repair Reserve Fund may be expended pursuant to a resolution approved by not less than two-thirds of the members of said Town Board; provided, however, that not less than one-half of the moneys so expended shall be repaid in the fiscal year immediately following the fiscal year in which said moneys were expended and provided, further, that the total amount shall be repaid not later than the last day of the second fiscal year succeeding the fiscal year in which the moneys were expended. In all other cases, being all non-emergency cases, prior to the adoption of any resolution of the Town Board authorizing expenditure of moneys from said Repair Reserve Fund, the Town Board shall cause to be published in the official newspaper (s), if any, or otherwise in a newspaper or newspapers designated for said purpose, a notice stating in substance that it is proposed to appropriate a specific amount from the Repair Reserve Fund for a particular purpose and that a public hearing on such proposed appropriation will be held at a time and place stated therein, said notice to be published not less than five days prior to the date specified for said public hearing.
- Section 5. The administration of such Repair Capital Reserve Fund, including any transfers to or from such fund, shall be conducted in accordance with the provisions of Section 6-d of the General Municipal Law.
- Section 6. It is hereby determined that it is the intent of this resolution to comply with the provisions of Section 6-d of the General Municipal Law, which, to the extent that any provision of this resolution shall be in conflict with such Section 6-d, as it may be amended from time to time, shall be deemed to supersede any provisions of this resolution with which it is in conflict.
- Section 7. This resolution shall take effect immediately.

Roll Call vote as follows:

Supervisor Casella	voting Aye	Councilman Fox	voting Aye
Councilman LaCrosse	voting Aye	Councilman Beecher	voting Aye
Councilman Minster	voting Aye		

Resolution carried.

A motion was made by Councilman Minster, seconded by Councilman Fox, that a transfer from the fund balance be made to the ~~streets and building reserves~~ ^{streets and building reserves} in the amount of \$50,000 and a transfer of \$200,000 be made to the ~~highway equipment capital reserve~~ ^{highway equipment capital reserve}. Motion carried.

A motion was made by Councilman Fox, seconded by Councilman Minster that a transfer from the fund balance be made to the ~~Town Stabilization Reserve~~ ^{Town Stabilization Reserve} in the amount of \$500,000 and a transfer of \$125,000 to the ~~Highway Improvement Reserve~~ ^{Highway Improvement Reserve} and a transfer of \$40,000 to the ~~Repair Reserve Fund~~ ^{Repair Reserve Fund}. Motion carried.

ATTACHMENT 15



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

December 7, 2016

VIA REGULAR MAIL

Mr. Doug Finch
Director of Development
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

SUBJECT: *State and Municipal Facilities Program ("SAM")
Reconstruction and Relocation of Deuel Road
Project ID: #7313*

Dear Mr. Finch:

As you know, the Town of Canandaigua has applied for a State and Municipal Facilities Program ("SAM") grant in the amount of \$100,000 (the "Grant"). As part of the application process, the State and the Dormitory Authority of the State of New York ("DASNY") must ensure that Grant funds will be utilized in a manner that is consistent with Federal and State law.

As part of the legal review of your Grant application, DASNY will need you to complete and return the following documents. The documents and their purposes are summarized below.

Grantee Certification

- Certain laws prohibit the use of public funds to finance religious programs or programs that may favor one religion over another. As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must take great care to ensure that it is in compliance with all applicable Federal and State laws and regulations.

Accordingly, please review the enclosed Grantee Certification to ensure it accurately states the purposes for which the Grant funds will be used. Please arrange for two Authorized Officers of your organization to sign the Grantee Certification.

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0088

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

**WE FINANCE, BUILD AND
DELIVER.**

www.dasny.org



W-9 Form

- The Grantee's Federal Tax ID number is required to make payment. Please be sure that the Tax ID number and Legal Organization name is accurately reflected on the W-9. If you prefer payment by wire, account information will be requested at the time of payment. No further information is needed at this time.

Grantee Questionnaire (GQ)

- As the trustee of public funds, DASNY needs to be certain that bond proceeds are paid only to organizations that are deemed to be responsible entities. Full and accurate responses on the GQ will help to achieve this goal. The GQ must be completed, signed by an Authorized Officer of the Grantee, Chair of the Board (or other Authorized Officer) and each signature notarized by a Notary Public before DASNY can process your grant application. Please be advised that the GQ will be incorporated into the Grant Disbursement Agreement (aka the "contract") and that the submission of false information on the GQ could be a violation of Federal and State Penal Laws.

Financial Documentation

- Please send a copy of quotes, proposals, cost estimates or any other document that will justify the overall project value. As part of DASNY's financial review of the project, we must ensure that a justifiable estimate is in place to complete the project. If the cost estimate is higher than the value of the grant DASNY will need to see evidence of the other source(s) of funding for the project. **Please see the attached checklist for use of a reference for what is needed for the financial review.**

In addition to the above, an Environmental Manager from DASNY's Office of Environmental Affairs (OEA) will be contacting you regarding the environmental review required pursuant to the State Environmental Quality Review Act (SEQRA). If another agency, such as a municipality, has previously undertaken an environmental review for this project, you will be asked to set forth the lead agency for the review and provide a copy of its SEQR determination. If DASNY is the lead agency for the review, or the project to be funded with the grant is a Type II project, OEA will work with you to complete the required documentation.

For your convenience, we have enclosed a form cover letter for you to use when you return the completed documents to DASNY. **Incomplete documents will delay the processing of your Grant application.** You will be contacted during the review process if additional information is needed.

In the meantime, please review the attached list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. **Please keep this document to use as a reference during the administration of the Grant.**



DASNY

Page 3

If you have questions about your Grant or about the enclosed documentation, please call the grant hotline (518) 257-3177, and a grant program administrator will get back to you shortly. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah D. Antonacci". The signature is fluid and cursive, written over a horizontal line.

Sarah D. Antonacci
Senior Grant Administrator

Enc.

PLEASE PRINT ON ORGANIZATIONAL ("GRANTEE") LETTERHEAD

Grants Administration
DASNY
515 Broadway
Albany, NY 12207

SUBJECT: *State and Municipal Facilities Program ("SAM")*
Reconstruction and Relocation of Deuel Road
Project ID: #7313

Dear Grants Administration:

Enclosed please find the following documents in connection with the SAM Grant awarded to our organization:

1. Completed Grantee Certification signed by two (2) authorized officers
2. Completed W-9 with correct Legal Organization name and Tax ID Number filled in
3. Completed Grantee Questionnaire with two (2) notarized authorized officer signatures
4. Financial Documentation

If any further information is needed or if you have any questions, please give [Grantee Contact Person] a call at () .

Signature

Print Name

Title

Enclosures

GRANTEE CERTIFICATION

Town of Canandaigua

Reconstruction and Relocation of Deuel Road

Project ID: #7313

DUAL CERTIFICATION

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY (the "Authority") that:

- A.) The Town of Canandaigua has applied for a State and Municipal Facilities Program ("SAM") Grant in the amount of \$100,000. This Grant will be used for the reconstruction and relocation of Deuel Road. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the Town of Canandaigua, we hereby certify the following in connection with the project to be financed by the Grant:
- i. no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
 - ii. the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
 - iii. the project or program shall be open to all without regard to religion; and
 - iv. the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
 - a. the project or program is publicly funded;
 - b. the project or program is open to all, regardless of religious affiliation; and
 - c. the project or program beneficiaries are not limited to any particular sect or group.
- B.) We understand that the State of New York, DASNY, and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a SAM Grant to the Town of Canandaigua.
- C.) We have the authority to submit this certification on behalf of the Town of Canandaigua.

Signature

Printed Name

Date

Title

Signature

Printed Name

Date

Title

ATTACHMENT 16

December 22, 2016

Mr. Derek G. Brocklebank, Town Attorney
The Brocklebank Firm
51 North Main Street
Canandaigua, NY 14424

**RE: LAKEWOOD MEADOWS SEC. 9B – OFFSITE WATERMAIN EASEMENT REVIEW
UTILITY EASEMENTS (UE-1 & TE-6)
TAX MAP NO.: 112.00-1-32.111
CPN No. 051-16
MRB PROJECT No.: 0300.12001.000 – PHASE 87**


Dear Mr. Brocklebank,

MRB Group has completed a review of the offsite Utility Easement Descriptions dated December 21, 2016 with the associated Easement Map dated December 21, 2016 for the Utility Easements (UE-1 & TE-6) to the Town of Canandaigua prepared by Marathon Engineering.

Please note the descriptions for the offsite Utility Easements (UE-1 & TE-6) to the Town of Canandaigua as shown on the drawings entitled "Lakewood Meadows Section 9B Utility Easement Plan" are accurate and acceptable.

If you have any questions, comments or concerns regarding any of the above comments, please call me at our office.

Sincerely,



Lance S. Brabant, CPESC
Senior Planning Associate

C Doug Finch - Director of Development
Chris Jensen, P.E. - Code Enforcement Officer
Jim Fletcher - Highway and Water Superintendent
Jean Chrisman - Town Clerk
Richard Tiede - Marathon Engineering

Schedule A

Proposed Description of Easements: UE-1, TE-6 to the Town of Canandaigua.

ALL THAT TRACT OR PARCEL OF LAND, situate in Town Lot 69, Township 9, Range 3 of the Phelps and Gorham Purchase, in the Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Utility Easements for Lakewood Meadows" prepared by Marathon Engineering, having project number 0551, last revised December 21, 2016, being more particularly bounded and described as follows:

UE-1

Beginning at a point on the easterly Right-of-Way line of Charing Cross 10 feet more or less northerly of the common corner of lots 49 & 50, said point being the northwest corner of an existing utility easement to the Town of Canandaigua; thence

1. Along the aforementioned Right-of-Way line a bearing of N3°29'32"W a distance of 5.00 feet to a point; thence
2. A bearing of N86°15'32"E a distance of 255.42 feet to a point on the easterly line of Lot 50; thence
3. Along said easterly line a bearing of S1°43'32"E a distance of 5.00 feet to the northeast corner of aforementioned existing utility easement; thence
4. Along the southerly line of the aforementioned existing utility easement a bearing of S86°15'32"W a distance of 255.27 feet to the point or place of beginning.

Intending to describe a 5 foot wide utility easement to be dedicated to the Town of Canandaigua.

TE-6

Beginning at the northeasterly corner of proposed utility easement UE-1 said point being on the easterly line of lot 50, 15 feet more or less northerly of the southeast corner of lot 50; thence

1. A bearing of N89°31'19"E a distance of 42.46 feet to a point; thence
2. A bearing of S0°28'41"E a distance of 20.00 feet to a point; thence
3. A bearing of S89°31'19"W a distance of 42.02 feet to a point on the easterly line of Lot 49; thence
4. Along the easterly line of Lots 49 and 50 a bearing of N1°43'32"W a distance of 20.00 feet to the point or place of beginning.

Intending to describe a 20 foot wide temporary utility easement to be dedicated to the Town of Canandaigua.



UTILITY EASEMENTS FOR LAKEWOOD MEADOWS

01/11/2021 13:30 01/11/2021

TOWN OF CANADAIGUA ONTARIO COUNTY

NEW YORK

ATTACHMENT 17



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of January in the year 2017
(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/blinder/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.

Init.

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User Notes:

[1433553223]

TABLE OF ARTICLES

1	INITIAL INFORMATION
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.

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User Notes:

(1433553228)

§ 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 Occurrence: \$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 Occurrence: \$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.

Init.

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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User Notes:

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 (B202™-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;

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- .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.

§ 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 5.1; (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

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
----------------------	------

§ 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.)

Int.

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.)

Exhibit A: 2017 Standard Hourly Rate Schedules

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

Scott E. Bova, AIA

(Printed name and title)

(Printed name and title)

ENGINEER

(Signature)

James J. Oberst, P.E.

(Printed name and title)

Init.

Standard Hourly Rate Schedule 2017

<u>CATEGORY</u>	<u>RATE</u>
Principal Engineer II.....	\$170.00
Principal Engineer I	\$150.00
Team Leader/Project Manager	\$142.00
Sr. Civil Engineer/Technician	\$135.00
Civil Engineer III	\$115.00
Civil Engineer II	\$105.00
Civil Engineer I	\$90.00
Senior Process Manager	\$90.00
Process Manager	\$80.00
Sr. GIS Analyst	\$90.00
Sr. Design Technician	\$85.00
Design Technician	\$55.00
Senior Architect.....	\$140.00
Architect.....	\$120.00
Associate Architect.....	\$100.00
Junior Architect.....	\$90.00
Senior Planning Associate	\$100.00
Planning Associate.....	\$90.00
Construction Manager	\$90.00
Construction Administrator	\$75.00
Construction Facility Observation.....	\$80.00
Construction Utility Observation	\$75.00
Construction Technician.....	\$70.00
Administrative Assistant	\$55.00
Reproduction Coordinator	\$55.00
Specialty Rate.....	\$170.00
Litigation	\$250.00

*RATES EFFECTIVE JANUARY 1, 2017 – DECEMBER 31, 2017

MRB *group*
Engineering, Architecture, Surveying, P.C.

Rate Schedule**M/E Engineering, P.C.****Rate Schedule**

for the period

January 1, 2016 through December 31, 2016

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
Principal	\$250.00
Associate	\$200.00
Group Manager	\$170.00
Senior Engineer/Senior Designer	\$145.00
Senior Commissioning Agent	\$145.00
Project Engineer/Project Designer	\$105.00
Commissioning Agent	\$105.00
Designer	\$80.00
CAD Operator	\$60.00
Word Processor	\$40.00
<u>REIMBURSABLE EXPENSES</u>	
Printing, Reproduction and Postage	At Cost
Travel Outside of Monroe County	At Cost
Sub consultant	Cost Plus 10%
Testing Services	Cost Plus 10%

**Value Driven Solutions**

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 09:59:49 on 12/23/2016.

PAGE 1

AGREEMENT made as of the 9th day of January in the year 2017

...
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 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.

PAGE 2

July 1, 2017 (anticipated)

October 1, 2018 (anticipated)

PAGE 3

Each Occurance: \$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 Occurance: \$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, these 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 4.2, 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 certification 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.~~

~~§ 3.6.5.6 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.~~

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~~§ 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

...

Schematic Design Phase	percent (%)
Design Development Phase	percent (30	%)
Construction Documents Phase	percent (65	%)
Bidding or Negotiation Phase	percent (5	%)
Construction Phase	percent (%)

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~~§ 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:

...

Exhibit A: 2017 Standard Hourly Rate Schedules

...

Scott E. Bova, AIA

...

ENGINEER

(Signature)

James J. Oberst, P.E.

(Printed name and title)

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 09:59:49 on 12/28/2016 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 18

Storage & Office Solutions...Delivered



www.averdi.com



QUOTE/PROPOSAL

Date: 12/05/2016
 Quote Number: 37574
 Sales Person: Jason Kinsey
 Phone Number: 800-248-3734
 Valid until: 01/05/2017

Customer	Contact	Delivery Site
Town of Canandaigua 5440 Route 6 & 20 West Canandaigua, NY 14424	James Fletcher 585-394-3300 jffletcher@townofcanandaigua.org	Town of Canandaigua Canandaigua, NY 14424

Product Description	Amount	Billing Type
40' CT Ground Level Commercial Storage Container Rental	90.00	Recurring
Delivery Transportation Charge To Site	126.00	One Time
Pickup Transportation Charge From Site	126.00	One Time
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	

Enhancement Items	Amount	Billing Type

Additional Details if Applicable:

All transportation fees & the first rental cycle (two cycles for office units) are billed at time of delivery. Rental Units are subject to a 2 billing cycle minimum (3 cycle for office units). All A-Verdi leased equipment must be INSURED by lessee, or a waiver must be PURCHASED (Storage unit \$9/Office unit \$19). This quote is based on the standard terms & conditions of the A-Verdi Lease Agreement. Customer shall pay any/all local, state, personal property TAXES and/or permit/fees related to the leased equipment. Standard delivery & pick up includes an allocated half hour of time. Site must be a firm & level surface with room to accommodate the delivery vehicle & storage unit. If conditions require additional time, it will be billed at \$100 an hour.

ATTACHMENT 19

**SCHEDULE
COUNTY ROAD 32 WATER DISTRICT EXTENSION NO 41
TOWN OF CANANDAIGUA**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario and State of New York, and as shown on a map entitled "Map and Plan" prepared by MRB/Group dated Oct., 2016, and bounded and described as follows:

Beginning at the intersection of the northwesterly corner of TMP 96.00-1-39.211 with the easterly highway boundary of County Road 32; thence

1. Easterly, along the northerly boundary of the last mentioned TMP, a distance of 1421.16'± to a point; thence
2. Southerly, along the easterly boundary of the last mentioned TMP, a distance of 1833.49'± to a point; thence
3. Westerly, along the southerly boundary of the last mentioned TMP, a distance of 1109.11'± to a point; thence
4. Southerly, along the easterly boundary of the last mentioned TMP, a distance of 538.77' to the southeasterly corner of the last mentioned TMP; thence
5. Southerly, along the easterly boundary of TMP 96.00-1-39.111 a distance of 1467.97'± to the southeasterly boundary of the last mentioned TMP; thence
6. Westerly, along the southerly boundary of the last mentioned TMP a distance of 1186.35'± to a point; thence
7. Northerly, along the westerly boundary of the last mentioned TMP a distance of 780.14'± to a point; thence
8. Westerly, along the southerly boundary of the last mentioned TMP a distance of 566.59'± to a point being the intersection with the southeasterly boundary of TMP 96.00-1-39.120; thence
9. Westerly, along the southerly boundary of TMP 96.00-1-39.120 a distance of 630.20'± to a point; thence
10. Southerly, along the easterly boundary of TMP 111.00-1-7.000 a distance of 600.00'± to a point; thence
11. Easterly, along the northerly boundary of the last mentioned TMP a distance of 1049.16'± to a point; thence

12. Southerly, along the easterly boundary of the last mentioned TMP a distance of 2259.77'± to a point; thence
13. Westerly, along the southerly boundary of the last mentioned TMP a distance of 2179.99'± to a point; thence
14. Northerly, along the westerly boundary of the last mentioned TMP a distance of 2873.68'± to a point being the southerly bounds of the existing County Road 32 right-of-way; thence
15. Northerly, along the last mentioned existing highway boundary a distance of 32.66'± to a point; thence
16. Northerly, along the last mentioned existing highway boundary a distance of 264.28'± to a point; thence
17. Westerly, crossing the last mentioned highway boundary a distance of 70.42'± to a point being the intersection of the southerly boundary of TMP 96.00-1-29.200 and the northerly highway boundary of County Road 32; thence
18. Northerly, along the westerly boundary of the last mentioned TMP a distance of 551.18'± to a point; thence
19. Easterly, along the northerly boundary of the last mentioned TMP a distance of 305.78'± to a point; thence
20. Northerly, along the westerly boundary of TMP 96.00-1-28.100 a distance of 487.38'± to a point; thence
21. Northerly, along the westerly boundary of the last mentioned TMP a distance of 223.63'± to a point; thence
22. Easterly, along the southerly boundary of the last mentioned TMP a distance of 1018.57'± to a point; thence
23. Northerly, along the westerly boundary of TMP 96.00-1-27.211 a distance of 232.50'± to a point; thence
24. Northerly, along the westerly boundary of TMP 96.00-1-27.212 a distance of 225.00'± to a point; thence
25. Northerly, along the westerly boundary of TMP 96.00-1-27.112 a distance of 931.59'± to a point
26. Easterly, along the northerly boundary of the last mentioned TMP a distance of 696.50'± to a point; thence

27. Northerly, along the westerly bounds of County Road 32 a distance of 344.51'± to a point; thence
28. Northerly, along the westerly bounds of County Road 32 a distance of 219.20'± to a point; thence
29. Southerly, perpendicular to the last mentioned westerly highway bounds to a point and place of beginning.

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: County Road 32 Water District Extension 41		
Project Location (describe, and attach a general location map): County Road 32 in Canandaigua NY		
Brief Description of Proposed Action (include purpose or need): The proposed project includes the installation of an 8-inch watermain and appurtenances from the intersection of County Road 32 and Hopkins Road heading westerly along County Road 32 a distance of approximately 3,600 lineal feet.		
Name of Applicant/Sponsor: Town of Canandaigua		Telephone: (585) 394-3300 E-Mail: jfletcher@townofcanandaigua.org
Address: 5440 Route 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		Telephone: (585) 394-3300 E-Mail: jfletcher@townofcanandaigua.org
Address: 5440 Route 5 & 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 of Canandaigua - Town Board	
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 DPW - Permit	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDOH - Plan Approval Ag & Markets - NOI	
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACOE - Stream Crossing	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> 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?	<input type="checkbox"/> Yes <input checked="" 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): _____ _____ _____	

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?
Residential and Agricultural

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
If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Canandaigua City School District

b. What police or other public protection forces serve the project site?
Canandaigua City Police Department, Ontario County Sheriff, NYS Police Department

c. Which fire protection and emergency medical services serve the project site?
Canandaigua Fire Department, Bristol Fire Department

d. What parks serve the project site?
None

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential and Agricultural

b. a. Total acreage of the site of the proposed action? 356 +/- acres
b. Total acreage to be physically disturbed? 1.60 +/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 (County Rd) 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
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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? <input type="checkbox"/> Yes <input type="checkbox"/> No 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? <input type="checkbox"/> Yes <input type="checkbox"/> No 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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: _____ 3,000 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: WA248 - Hopkins Gramble 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: Town of Canandaigua
- Date application submitted or anticipated: October 2016
- Proposed source(s) of supply for new district: City of Canandaigua

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"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<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"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<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>_____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</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;"> <input type="checkbox"/> Square feet or <input type="checkbox"/> acres (impervious surface) <input type="checkbox"/> N/A Square feet or <input type="checkbox"/> N/A acres (parcel size) </p> <p>ii. Describe types of new point sources. <u>There are no new point sources as this is a watermain installation project along the existing County R.O.W.</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<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>Drainage runoff will continue to flow into the R.O.W. ditches and/or swales.</u></p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ <p>_____</p> <ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? _____ 	
<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 <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) _____</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
<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"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

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? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 07:00am - 04:00pm
- Saturday: _____ No Saturdays
- Sunday: _____ No Sundays
- Holidays: _____ No Holidays

ii. During Operations:

- Monday - Friday: _____ N/A
- Saturday: _____
- Sunday: _____
- Holidays: _____

<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 checked="" 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 checked="" 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 checked="" 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 checked="" 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> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" 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"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <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"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	<input type="checkbox"/> Yes <input checked="" 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: R.O.W. Utility Project	1.60	1.60	0.0

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? ☐ 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: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 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	48.5 %
Kendaia loam	19.9 %
Lansing Loam	15.4 %

d. What is the average depth to the water table on the project site? Average: _____ 1-2 feet

e. Drainage status of project site soils: ☒ Well Drained: 31.8 % of site
☒ Moderately Well Drained: 48.5 % of site
☒ Poorly Drained 19.9 % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 88.4 % of site
☒ 10-15%: 15.4 % of site
☒ 15% or greater: 16.2 % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
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)? ☐ 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 Unnamed tributary Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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: _____

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>White Tailed Deer _____ Squirrels _____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: ONTA001</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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: <ul style="list-style-type: none"> 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 checked="" 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: <ul style="list-style-type: none"> 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 checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> 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 checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> 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.

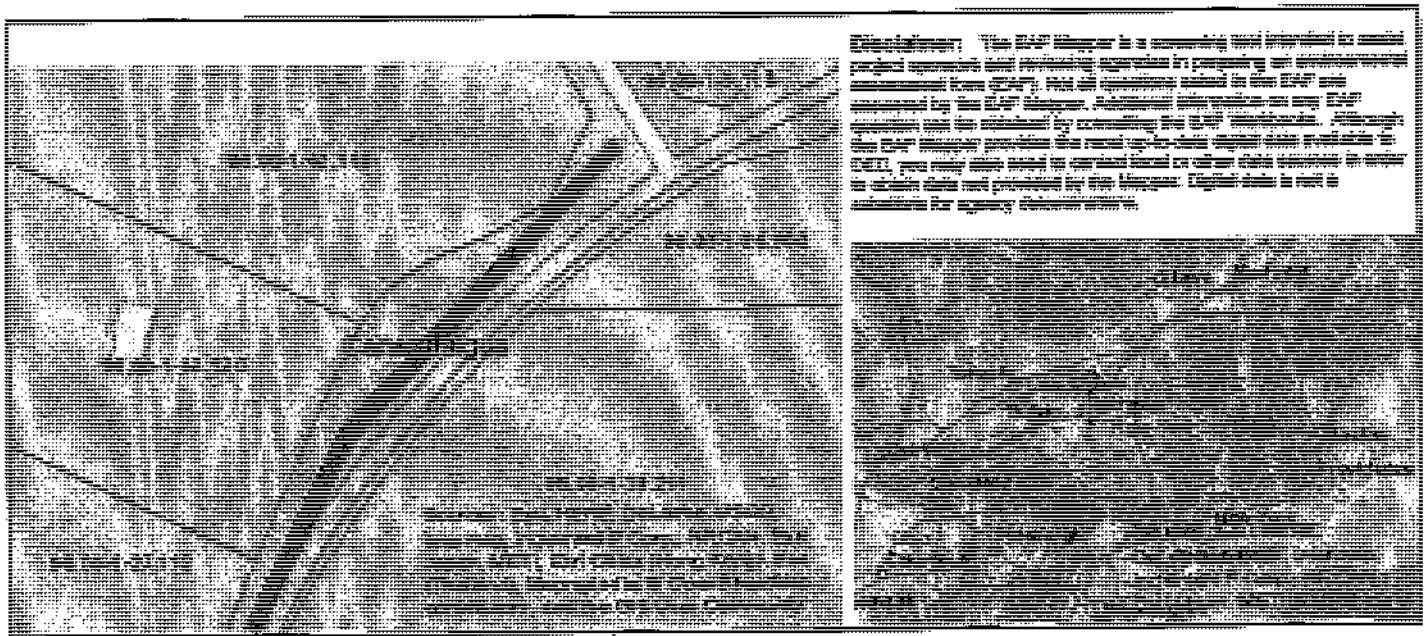
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Canandaigua Town Board - Pam Helming Date October 17, 2016

Signature _____ Title Town Supervisor



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]	No
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.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]	No
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]	Yes
E.3.a. [Agricultural District]	ONTA001
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]	No
E.3.i. [Designated River Corridor]	No

ATTACHMENT 20

Town of Canandaigua 2017 Fee Schedule

(Effective _____, 2017)

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

CABIN / PAVILION / LODGE / HALL RENTALS:

- All lakeside cabins will be rented weekly when reservations are made prior to May 1 (Saturday 3pm to Saturday 10am).
- There is a two night minimum for lakeside cabin rentals made May 1 through October 31.
- Upland cabins can be rented at any time for a two-night stay during the rental season.
- The cost for a multi-day cabin reservation shall not exceed the cost to rent a cabin for one week.
- All rentals must be paid in full within 1 week of the request along with submittal of a signed reservation form.
- To qualify for Town resident rates, a Town resident must make the reservation and be the primary user.
- Cancellations made a minimum of 2 weeks prior to the arrival date will be eligible for a refund minus a \$50 processing fee. There are no refunds for pavilion cancellations.
- Cancellations made a minimum of 2 weeks prior to the arrival date for one or more cabins related to a multiple cabin reservation, will be eligible for a refund minus a \$50 processing fee for each canceled cabin.

Onanda Park Cabins: Weekly Rentals(2 weeks max)	Town Resident	Non-Resident
<u>Upland Cabins:</u> Litahni, Oawensa, Chowat, Gowana, Chule, Kiniks, Adsila	\$175	\$285
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$200	\$360
Abode (3)	\$300	\$485
Hayowentha (12)	\$425	\$660
Onanda Park Cabins: Daily Rentals (3pm to 10am)		
<u>Upland Cabins:</u> Litahni, Oawensa, Chowat, Gowana, Chule Kiniks, Adsila	\$55	\$90
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$70	\$100
Abode (3)	\$75	\$115
Hayowentha (12)	\$100	\$165
Onanda Park Cabins: Off-Season Weekly Rates (Lakeside Cabins Only – April 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)		
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)	\$150	\$310
Abode (3)	\$175	\$360
Hayowentha (12)	\$375	\$610

		Town Resident	Non-Resident
Onanda Park Cabins: Off-Season Daily Rates (2 Night Minimum) (Lakeside Cabins Only – April 1 to Thursday before Memorial Day Weekend and Tuesday after Labor Day to October 31)			
<u>Lakeside Cabins:</u> Anekule (7), Tilipe (5), Haeho (14), Wapoos (11), Wequash (13), and Little House (2)		\$55	\$85
Abode (3)		\$60	\$100
Hayowentha (12)		\$85	\$150
Onanda Park Parking Fees:			
Season Passes		\$35	\$65
Weekday per Vehicle		\$5	\$5
Weekends and Holidays per Vehicle		\$7	\$7
Daily Walk-In per Person		\$1	\$1
Gorham Lodge			
Overnight Rental (1pm to 10am)		\$425	\$425
Full Day Rental (9am to 9pm)		\$325	\$325
½ Day Rental (3pm to 9pm)		\$175	\$175
Crouch Hall @ Onanda Park			
9am to 9pm		\$225	\$225
King Hall @ Onanda Park			
9am to 9pm		\$200	\$200
Pavilions @ Onanda Park (9am - 9pm)			
Rotary		\$110	\$110
Holden		\$85	\$85
Upland Pavilions (31, 38, or 42)		\$75	\$75
West Lake Road Schoolhouse (9am - 9pm)			
Monday – Friday		\$35	\$35
Saturday or Sunday		\$60	\$60
Outhouse Hall			
9am to 9pm		\$150	\$150
Outhouse Park Pavilion			
9am to 9pm		\$45	\$45

DEVELOPMENT OFFICE:		
Zoning Board of Appeals:	Area Variance, Use Variance, Interpretation (Per Requested Variance)	\$100
Solar:	Small Scale Solar Residential	\$100
	Large Scale Solar Facility (where permitted)	\$5 per kw
Planning Board:		
Special Use Permit Application, Sketch Plan Application		\$100
Lot Line Adjustments (for each existing and proposed lot)		\$100 per lot
Major Subdivision (5 or more lots) – Preliminary Approval		\$1,000 plus \$100 per lot
Major Subdivision (5 or more lots) – Final Approval		\$1,000 plus \$100 per lot
Minor Subdivision (up to and including 4 lots) – Preliminary Approval		\$250 plus \$50 per lot
Minor Subdivision (up to and including 4 lots) – Final Approval		\$250 plus \$50 per lot
Site Plan / Construction / Building Permits:		
<u>Single-Family (Residential) Dwelling / Manufactured Home (AR1, AR2, R120, R130, RLD, RR3, SCR1)</u>		
Planning Board Site Plan Approval		\$150
Extension of Site Plan Approval		\$100
Construction, expansion or structural alternation, including accessory structures		\$50 plus 20¢ per sq ft (Minimum \$100)
Mechanical improvements		\$50
Unlisted Permits		\$50
Issuance of Special Use Permit		\$50
Sign Permit		\$150 per sign
Soil Erosion & Sedimentation		\$150
MS4 Acceptance Certificate		\$150
Hot Tub / Pool (Above Ground)		\$100
Hot Tub / Pool (In Ground)		\$150
Hot Tub / Pool Re-Inspection (for each re-inspection)		\$50
Certificate of Compliance (not associated with current building permit)		\$50
Certificate of Pre-Existing Non-Conforming		\$100
Certificate of Non-Conformity		\$100
Open Building Permit Extension		\$100
Release of Stop Work Order		\$100
Park & Recreation (Per Dwelling Unit)		\$1,000 per unit
Consultant Fees		See Town Code Chapter 11

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

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

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

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

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

⁴"Mechanical Improvements" include HVAC, electrical, heating and roofs.

WATER DEPARTMENT		
Meters for Canandaigua Consolidated & Bristol Water Districts Only: (The pricing includes tapping of the water main, bronze saddle, corporation stop, curb box valve, curb box, valve box, SS rod, water meter, ERT, and right angle meter valve and inspection of trench)		
	¾"	\$850
	1"	\$925
	1.5"	\$1,757
	2"	\$2,222
	Water meter larger than 2"	Contact Water Superintendent
	¾ inch water meter, ERT, right angle meter valve and inspection	\$550
	1 inch water meter, ERT, right angle meter valve and inspection	\$600
	Water meter larger than one inch	Contact Water Superintendent
Meter pits are required when the location of the structure is farther than 500 feet from the road.		
	¾" meter pit	\$485
	1" meter pit	\$730
	Greater than 2" service and hook-up for meter pit	Contact Water Superintendent
Replacement Cost of Water Meter Materials:		
	Electronic reading device (ERT)	\$260
	Replace frost plate for ¾" water meter	\$40
	Replace frost plate for 1" water meter	\$48
	¾" water meter replacement	\$90
	1" water meter replacement	\$190
	1" water meter replacement	\$725
	2" water meter replacement	\$960
Directional Drilling Under A Road:		
	Up to 2" Pipe	\$1,000
	2" and larger	Contact Water Superintendent

Testing water meter for accuracy	\$50
Hydrant Meter Rental (Includes a water meter and back flow device that will be connected to the hydrant by the Water Department. A \$550 deposit is required. When equipment is returned in working condition, \$500 will be refunded)	\$550 plus \$4.15 per 1,000 gallons

Water Charge to East Bloomfield	\$2.27 per 1,000 gallons
---------------------------------	-----------------------------

Canandaigua Consolidated & Bristol Water District Fees:			
Meter Size	Gallons of Consumption	Minimum Bill \$3.60 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
3/4"	0 - 6,000	\$21.60	\$4.15
1"	1 - 10,000	\$36.00	
1 1/2"	0 - 16,000	\$57.60	
2"	0 - 30,000	\$108.00	
3"	0 - 50,000	\$180.00	
4"	0 - 80,000	\$288.00	
6"	0 - 160,000	\$576.00	
8" - 12"	0 - 200,000	\$720.00	

TRANSFER STATION	
Transfer Station Coupons: (Coupons, \$2 each, can be purchased at the Town Clerk's office or at the Transfer Station. The machine at the Transfer Station only accepts 1's, 10's and 20's.)	# of Coupons Required
1 - 30 Gallon Bag or Garbage Can (unit of measure)	1
1 - 55 Gallon Barrel (unit of measure)	2
1 Automotive Tire (Passenger vehicle, rim removed)	8
1 Oversized Tire (Non-passenger, ex: large truck or tractor, rim removed)	20
1 Stuffed Chair	2
1 Couch / Love Seat	3
9' x 12' Carpet	2
9' x 12' Carpet Padding	2
Mattress (Twin Size)	2
Mattress (Full or Larger Size)	3
Box Spring (Twin Size)	2
Box Spring (Full or Larger Size)	3
Wood: 1/2 Bed Pick-Up Load	5
Wood: Full Bed Pick-Up Load	10
Shingles / Drywall: 1/2 Bed Pick-Up Load	10
Shingles / Drywall: Full Bed Pick-Up Load	14
Batteries	Free
Lawnmowers	Free
Aluminum Windows (glass must be removed)	Free
Oil	Free
CRT Monitor - 18" or Smaller	7

CRT Monitor 19" – 26"	9
CRT Monitor 27" and Larger	22
Any Wood Console / Projection / Oversized Units	25
Flat Panel Monitor	2
Flat Panel TV up to 26"	4
Flat Panel TV 27" and up	9
Printer	Free
Stereo / Radio	Free
Microwave Oven	Free
CPU	Free

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

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

History:

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

ATTACHMENT 21

January 9, 2017

Commissioner of Education
c/o State Archives Director of Government Records Services
9A47 Cultural Education Center
Albany, New York 12230

**Re: Town of Canandaigua, New York; Request for Consent per N.Y. Arts
and Cultural Affairs Law § 57.31**

Dear Commissioner of Education:

As the Town Clerk for the Town of Canandaigua, New York (the "Town"), we are writing pursuant to N.Y. Arts and Cultural Affairs Law § 57.31 for consent with regard to the Town's entering into an agreement with Sharenology, LLC ("Sharenology") to provide a cloud-based software platform to the Town which would allow project applicants to upload project and application related documents, and would allow the Town's Planning and Building Department to more easily review, track, and process said applications. The cloud-based software and data would be kept and maintained on Sharenology's hardware, and regular backups of applicant information and Town data would be made to either the Town's existing Dropbox service, or an offsite FTP service. Additional information regarding Sharenology can be found at <http://www.sharenology.com>. The Town understands similar approval was granted for the same Sharenology Platform to the Town of Victor in 2015.

Please feel free to contact the undersigned if there are any questions or concerns. We thank you for your time and consideration.

Very truly yours,

Town Clerk

Jean Chrisman

Enclosure

cc: Greg Westbrook, Deputy Town Supervisor
Doug Finch, Director of Development

ATTACHMENT 22



**Regional Computer
Recycling & Recovery**

888-563-1340 • www.eWASTE.com

8/18/16

Pamela A. Helming
Town Supervisor
5440 Routes 5 & 20
Canandaigua, NY 14424

COPY

Dear Ms. Helming,

Please find attached the contract for the 2017 program year. Since implementing charges associated with CRT devices last August, we have received two significant price increases from our downstream processor, neither of which was passed on to the Town. However, effective 1/1/2017 we will have to implement a price increase for all CRT devices.

In addition, as the industry and waste stream continues to change, we are now facing higher fees and lower recovery rates associated with the proper handling of flat panel televisions and monitors. Effective 1/1/2017, we will no longer be able to accept these types of units for free.

Below are the details for the 2017 pricing program. To offset the charges, the Town may want to adjust their current consumer fee schedule. All other CEE (Covered Electronic Equipment) not mentioned below will still be accepted for free.

CRT's – price increasing to \$.35 lb

Approximate cost conversion for each unit:

CRT Monitors - \$12.25 each (all sizes)

CRT Televisions up to 26" screen size - \$16.45 each

CRT Televisions 27" and above screen size - \$42.70 each

Wood Console, DLP, Rear Projection and other oversized units - \$50.40 each

Flat Panel units – new charges of \$.35 lb. (includes LCD, LED, Plasma)

Approximate cost conversion for each unit:

Flat Panel Monitors - \$3.85 each (all sizes)

Flat Panel Televisions up to 26" screen size - \$7.00 each

Flat Panel Televisions 27" and above screen size - \$16.45 each

Please let me know if you had any questions.

Sincerely,

Scott Pastorell
Client Services Operations Manager

Regional Computer Recycling & Recovery ~ 7318 Victor Mendon Road ~ Victor, NY 14564



Rochester Computer Recycling & Recovery, LLC
d.b.a. RCR & R, Regional Computer Recycling & Recovery, www.eWASTE.com
7318 Victor Mendon Road, Victor, NY 14564
585-924-3840 FAX (585) 924-3841 888-563-1340

eWASTE ALLIANCE NETWORK ELECTRONICS RECYCLING SERVICE AGREEMENT

COPY

DESCRIPTION OF SERVICES. Client grants to Regional Computer Recycling & Recovery (Contractor) the exclusive right to collect and recycle all of Client's New York State designated Covered Electronic Equipment (CEE). Contractor agrees to provide electronics recycling services in compliance with the New York State Electronics Recycling & Reuse Act (Recycling Services). *Note: Some services, such as certified hard drive data destruction, are not part of this agreement, and require a separate contract with a specific schedule of services.

TERM. Term of this Agreement shall be for twelve months from effective date of service, and shall be automatically renewed for twelve months thereafter. Either party may terminate on thirty (30) days written notice at any time.

PRICING. Client shall pay Contractor \$0.35 per lb. handling fee for all video display units including Cathode Ray Tube (CRT), DLP and Rear Projection TVs and Monitors. Contractor agrees to collect all other New York State designated Covered Electronic Equipment (CEE) at no cost to Client.

RATE ADJUSTMENTS. Pricing is based on the existing CRT market, as well as manufacturer funding through the New York State Electronics Recycling & Reuse Act. The current CRT handling fee is subject to change during the term of this agreement. All price increases will be based on increased CRT handling costs incurred by Contractor. Client agrees accept all price adjustments during the term of this agreement.

RELEASE FROM LIABILITY. Client recognizes that Contractor may be on file as the Electronics Recycler of Record. In the event that the Client chooses to terminate this agreement, the Client agrees to provide documentation releasing Contractor from any and all (past or future) liability for improper disposal of electronic equipment.

TITLE TO PROPERTY. Upon receipt Contractor takes title and ownership of all equipment.

ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Client's service address if such new address is located within Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.

LOSS AGREEMENT. By mutual agreement Contractor may drop off at Client site various containers. In the event of loss or damage, client agrees to pay RCR & R \$300 for Blue Bins, \$50 for Gaylord Boxes, \$5 for Battery Buckets, and \$25 for Pallets as a replacement cost.

PAVEMENT AND SURFACE AREAS. Client warrants that any right of way provided by the Client for the performance of Contractor's services to be the most convenient public way and sufficient to bear the weight of all Contractor equipment and vehicles reasonably required. Contractor shall not be responsible for damage to any private pavement or the surface of any route reasonably necessary to perform the services herein contracted and Client assumes all liabilities for such damage.

INSURANCE RCR&R agrees to maintain all standard business insurance coverage.

ACCESS AND SERVICE CANCELLATION. Client agrees to provide unobstructed access to the equipment on the collection day. If the material is inaccessible, or for any reason, the scheduled pick up cannot be made, Client agrees to notify Contractor as soon as possible but no later than 48 hours prior to scheduled pick-up date. Failure by Client to provide reasonable notice may result in a rescheduling fee.

EXCUSED PERFORMANCE. Neither party shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with government orders, inability to get to container, fires and acts of God and such failure shall not constitute Default.

SPECIAL HANDLING. Certain materials may require fees, special handling, removal or preparation for disposal by the client, e.g. certain batteries, fluorescent lamps, toner/toner cartridges in copiers and printers, and any hazardous liquids from medical equipment.

NO CONTAMINATED PRODUCTS: The Recycling Services are not intended for products that are or have become contaminated or suspected of being contaminated with chemicals, biological agents, or any other "hazardous material" as defined by the United States Environmental Protection Agency, or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Electronic Equipment that may be contaminated must be decontaminated prior to their delivery to us. We reserve the right to refuse to accept certain Electronic Equipment. All decontaminated equipment must be clearly identified by client. Title to and liability for any equipment excluded above shall remain with Client and Client expressly agrees to defend, indemnify and hold Contractor harmless from any and all damages and liabilities resulting from such equipment excluded above.

REPORTING. Final consolidations are determined at Contractor's processing facility. Applicable forms such as Certificates of Recycling, Certificates of Destruction, State Compliance, or Consolidation Reports are issued with billing.

RCR & R has provided, or will provide the services above, and I have read the Service Agreement, fully understand its terms, and have authority to sign on behalf of Client named.

Effective Date: 11/2017

Client: TOWN OF CANANDAIGUA

Authorized Signature: _____

Title: _____

Contractor: REGIONAL COMPUTER RECYCLING & RECOVERY

RCR&R Signature: _____

Title: Scott Pastorelli - Client Services Operations Manager

eWaste Alliance Network Electronics Recycling Service Agreement

Addendum

COPY

This document is in reference to the eWaste Alliance Network Electronics Recycling Service Agreement dated, / / between Regional Computer Recycling & Recovery (Contractor) and the Town of Canandaigua (Client).

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for:

Rate Adjustments. If the current CRT handling fee is changed during the term of this agreement, a new Service Agreement shall be issued by the Contractor.

Release from Liability. In the event that the Client chooses to terminate this agreement, the Client agrees to provide documentation releasing Contractor from any and all future liability for improper disposal of electronic equipment. Documentation will not release Contractor from any and all past liability for improper disposal of electronic equipment.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Effective Date: / /

Client: Town of Canandaigua

By: _____

Title: _____

Contractor: Regional Computer Recycling & Recovery

RCR&R Signature _____

Title: _____

Town of Canandaigua

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

Established 1789

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INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions ("Terms and Conditions") are required to be incorporated into any agreement between the Town of Canandaigua ("Town") and any Independent Contractor ("IC") providing services and/or work to the Town (collectively, "Services"). The Terms and Conditions herein shall supersede any other inconsistent terms between the Town and the IC.

1. Payment Terms

- A. Any and all requests for payments for Services shall be submitted to the Town Clerk in writing and shall be certified as true and correct. Payment is subject to approval by the Town at its next regular Town Board meeting and no late charges, penalties, and/or interest may be assessed by the IC against the Town until the Town has approved payment to the IC.
- B. The maximum liability of the Town shall in no case exceed the maximum amount appropriated by the Town for the Services.

2. Ownership of Work Product

All work product, including records in any medium, compiled and/or prepared by the IC in the delivery of Services to the Town (collectively, "Work Product"), shall become and remain the property of the Town. IC shall not, by virtue of the Services to the Town have or obtain any right, title or interest in or to such Work Product, and shall have no right to disclose, use, and/or exploit such Work Product, except that IC may maintain a copy of the Work Product for purposes of maintaining its business records.

3. Assignment and/or Subcontract

IC is prohibited from assigning any and/or all of its rights under any agreement with the Town without the prior express written consent of the Town. IC is prohibited from subcontracting any part of the Services without the prior written consent of the Town. In the event that the Town consents to an assignment and/or subcontract, all Services received by

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the Town shall be deemed performed by the IC and IC shall remain primarily responsible for the Services provided to the Town.

4. Absence of Conflicts of Interest

IC agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the Services provided to the Town.

5. Status as Independent Contractor

IC expressly understands and agrees that it is and shall in all respects be considered an independent contractor, and IC, its employees, partners, associates, subcontractors, sub-consultants, and any others employed by it, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. IC shall comply, at its own expense, with the requirements of all federal, state, and local laws, rules and regulations applicable to it as an employer of labor or otherwise. IC shall further comply with all rules, regulations and licensing requirements pertaining to its professional status, if any, and that of its employees, partners, associates, and subcontractors.

6. Non-Discrimination

IC represents that in the hiring of employees for the Services, neither IC, nor any contractor, subcontractor, nor any person acting on behalf of IC, shall be reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Services. IC further represents that neither IC, nor any contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the Services on account of race, creed, color, sex, age, physical disability or national origin.

7. Indemnification / Hold Harmless

IC agrees to the fullest extent of the law, that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, IC shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by IC or third parties under the direction or control of the IC. IC further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of the IC and to bear all other costs and expenses related thereto.

8. Notices

All notices of any nature shall be in writing and sent by registered or certified mail postage pre-paid to each party as follows:

Town of Canandaigua

Canandaigua Town Clerk
Canandaigua Town Hall
5440 Routes 5 & 20 West
Canandaigua NY 14424

Independent Contractor

Regional Computer Recycling & Recovery, LLC.
7318 Victor-Mendon Rd.
Victor, NY, 14564

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9. Termination

The Town reserves the absolute right to terminate the Services upon thirty (30) days written notice to the IC.

10. Insurance

The IC shall deliver a certificate of general liability insurance, errors and omissions insurance, or professional liability insurance, as the case may be, ("Liability Insurance"), with a limit amount no less than \$1,000,000.00 per occurrence, and naming the Town as the Certificate Holder. IC agrees to maintain the Liability Insurance in full force and effect until the completion of the Services.

_____ Liability Insurance requirement waived (Consent from the Town's insurance carrier must be obtained prior to granting a waiver absent an emergency).

_____ Modification of limit amount to \$ _____ (Consent from the Town's insurance carrier must be obtained prior to a modification absent an emergency).

IC shall also deliver to the Town proof that IC maintains Worker's Compensation Coverage.

Dated: _____

Independent Contractor

By: SCOTT PASTORELL
Authorized Agent

ATTACHMENT 23

INTERMUNICIPAL AGREEMENT
For Court Security Services

COPY

THIS AGREEMENT is made this _____ day of _____, 20__ by and between:

COUNTY OF ONTARIO, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as "the County")

And

TOWN OF CANANDAIGUA, a municipal corporation of the State of New York, having an office and place of business at 5440 Routes 5 & 20 West, Canandaigua, New York 14424, (hereinafter referred to as "the Town")

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

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

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

FIRST: the County shall furnish to Town the services of a part-time deputy(s) for time required, not to exceed 11 hours per week, to function as court security for the Canandaigua Town Court located at 5440 Routes 5 & 20 West, Canandaigua, New York 14424.

SECOND: For the services rendered pursuant to Paragraph FIRST, the Town shall pay the County the hourly cost of wages and benefits for the actual part-time deputy(s) assigned to court security for every hour spent by the deputy for court security during the term of this contract, including travel time to and from the court, not to exceed \$38.00 per hour or a total not to exceed \$10,920 during the term of this Agreement.

THIRD: The term of this Agreement shall be January 1, 2017 until December 31, 2017.

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

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

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

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

SEVENTH: The Town agrees to the fullest extent of the law:

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

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

The County agrees to the fullest extent of the law:

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

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

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

To the Town

Town of Canandaigua
5440 Routes 5 & 20 West

Canandaigua, NY 14424

To the County:

Ontario County Sheriff's Office
74 Ontario Street
Canandaigua NY 14424

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

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

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

IN WITNESS WHEREOF The Town of Canandaigua and the County of Ontario have executed this Agreement in triplicate.

Date: _____, 20__

TOWN OF CANANDAIGUA

By _____
Pamela Helming, Canandaigua Town Supervisor

Date: _____, 20__

COUNTY OF ONTARIO

By: _____
Mary A. Krause, Ontario County Administrator

AUTHORIZED BY, the Board of Supervisors of the County of Ontario on the _____ day of _____ 20__ pursuant to Resolution No _____-20__

Approved as to form and manner of execution:

Ontario County Attorney

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK

)
:SS.:

COUNTY OF ONTARIO

COPY
On the ____ day of _____, in the year 20__ before me personally appeared MARY A. KRAUSE, known to me to be the person who executed the within instrument, who being duly sworn by me did depose and say that he resides at _____ in the Town of _____, County of _____, State of NEW YORK; that he is the County Administrator of ONTARIO COUNTY, the Municipality described in said instrument; that, by authority of the Legislative Body of said Municipality, he is authorized to execute the foregoing instrument on behalf of the Municipality for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said Municipality, as the act and deed of said Municipality.

Notary Public

MUNICIPAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

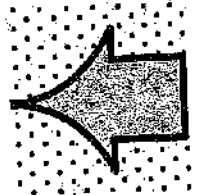
)
:SS.:
COPY

On the ____ day of _____, in the year 20__ before me personally appeared PAMELA HELMING, known to me to be the person who executed the within instrument, who being duly sworn by me did depose and say that she resides at

_____ in the Town of _____, County of

ONTARIO, State of NEW YORK; that she is the Town Supervisor of the Town of Canandaigua, the Municipality described in said instrument; that, by authority of the Legislative Body of said Municipality, she is authorized to execute the foregoing instrument on behalf of the Municipality for the purposes set forth therein; and that, pursuant to that authority, she executed the foregoing instrument in the name of and on behalf of said Municipality, as the act and deed of said Municipality.

Notary Public



ATTACHMENT 24

Town of Canandaigua

5440 Routes 5 & 20 West

Canandaigua, NY 14424

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

www.townofcanandaigua.org

Established 1789

TO: Deputy Supervisor, Greg Westbrook

RE: A380 Chargeback Review

DATE: January 4, 2017

FROM: Samantha Pierce

Deputy Supervisor Westbrook:

A380 charges on Reeve Brown Invoice 3157 for review at the 1/9/2017 meeting include the following:

DiMarco..... \$260.00

Total A380 charges on Reeve Brown Invoice 3157.... \$260.00

A380 charges on Reeve Brown Invoice 3159 for review at the 1/9/2017 meeting include the following:

Hyman/Reiser..... \$65.00

Total A380 charges on Reeve Brown Invoice 3159.... \$65.00

A380 charges on Reeve Brown Invoice 3160 for review at the 1/9/2017 meeting include the following:

Lakewood Meadows \$52.00

Total A380 charges on Reeve Brown Invoice 3160.... \$52.00

A380 charges on Reeve Brown Invoice 3161 for review at the 1/9/2017 meeting include the following:

Old Brookside \$52.00

Total A380 charges on Reeve Brown Invoice 3161.... \$52.00

Total A380 charges \$429.00