Canandaigua Town Board Meeting Agenda June 17, 2019 6:00pm

- Call To Order and Pledge of Allegiance
 - Pledge Led by Linda Dworaczyk, Town Board Member
- > Roll Call
 - > Town Clerk Confirmation that the meeting was properly advertised
- > Circulation of Written Communications and Correspondence
 - Email, Resident, Removing Tax Exemption, June 11, 2019
 - Email, Resident, Question Regarding Proposed Local Law, June 11, 2019
 - Newsletter, The Inside Dirt, Cornell Cooperative Extension, Volume 17, Issue 5, June 2019
 - > Email, Resident, Canandaigua Track Hours of Operation, May 30, 2019
 - Email, Christopher Catt Chief of Staff, Senator Pam Helming, Grant Question, May 28, 2019
 - Email, Doug Finch Town Manager, Canandaigua Racetrack, May 28, 2019
 - ➤ Letter, Department of Transportation, Intersection of Route 332 and North Street, May 24, 2019
 - Email, Doug Finch Town Manager, Speeders County Road 16, May 23, 2019
 - Email, Fred and Nancy Goodnow, Day of Caring Hamlet Clean Up, May 22, 2019
 - Email, Fred Goodnow, United Way Day of Caring Clearn Up, May 21, 2019
 - ➤ Letter, Charter Communications, Upcoming Change, May 20, 2019
 - ➤ Letter, Department of Taxation and Finance, 2019 Cyclical Aid Certification for the Town of Canandaigua, May 20, 2019
 - Newsletter, DePaul, Volume XXVI, Edition II, Spring/Summer 2019
 - Newsletter, Office for the Aging, May, June, July 2019
- Privilege of the Floor
- Priority Business
 - Ontario County Fairgrounds / Lands of Legend Raceway
 - i. Noise compliant Mr. James Hill
 - ii. Track Promoter Mr. Paul Cole
 - iii. Ontario County Fair Board President Casey Kunes
- Presentations
- Public Hearings

Continued Public Hearings:

None

New Public Hearings:

Public Hearing on a Local Law to Remove Any Tax Exemption Provided in NYS Real Property Tax Law Section 487 Related to Solar, Wind, or Other Alternative Energy

NOTE: This public hearing pertains to Resolution No. 2019-149

Reports of Town Officials and Department Heads – Attachment #1
 A. Highway / Water Superintendent

- B. Assessor
- C. Historian
- D. Town Clerk
- E. Planner
- F. Town Manager
- G. Supervisor / Deputy Supervisor
 - 1. Monthly Financial Reports for May 2019
 - a. Revenue & Expense Report and Cash Summary Report
 - b. Overtime Report All Departments
 - c. Overtime Report Highway & Water
- Reports of Committees, Boards and Commissions
 - A. Town Board Committees (as needed)
 - a. Finance Councilwoman L. Dworaczyk
 - b. Planning Councilman T. Fennelly
 - c. Environmental Councilman K. Reynolds
 - d. Ordinance Councilman G. Davis Attachment #2
 - B. Planning Board, Chairman T. Schwartz
 - C. Zoning Board of Appeals, Chairman T. Robinson
 - D. Environmental Conservation Board, Chairwoman J. Marthaller
 - E. Citizens' Implementation Committee, Chairwoman S. Reynolds
 - F. Parks & Recreation Committee, Chairman M. MacNeil
 - G. Economic Dev. Committee, Chairs O. Fuller & K. Dworaczyk
 - H. Special Events Committee, Chairwoman O. Fuller
 - I. Agriculture Committee, Chairman M. Stryker
 - J. Drainage Committee, Chairman C. Oyler Attachment #3
- Privilege of the Floor
- Resolutions

Continued Resolutions:

New Resolutions:

FINANCE

- Resolution No. 2019 143: Acceptance of the Monthly Financial Reports
- Resolution No. 2019 144: Setting a Public Hearing on a Local Law to Override the Tax Levy Limit
- Resolution No. 2019 145: Designation of \$5,000.00 Donation to the Park Fund to be Used for the Proposed Inclusive Playground at Outhouse West Park

PLANNING

- Resolution No. 2019 146: Request for NYS DOT to Conduct a Speed Study, Wyffels Road
- Resolution No. 2019 147: Authorization for Town of Canandaigua Town Manager to Execute Lease Agreement with the Canandaigua Emergency Squad for Construction of a Facility on Town Property

ENVIRONMENTAL

• Resolution No. 2019 – 148: Selection of a Service Provider for Food Waste Composting

ORDINANCE

- Resolution No. 2019 –149: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code Chapter 183 that would Revise the Activities Exempt Under Real Property Tax Law
- Resolution No. 2019 150: Setting a Public Hearing on a Text Code Amendment to Town Code Chapter 220-83 that would Repeal the Prohibition of Tenant Identification Ground Signs in Multi-Use Developments; and SEQR Intent to Declare Lead Agency
- Resolution No. 2019 151: Setting a Public Hearing on a Text Code Amendment to Town Code Chapter 202, Wastewater Treatment Systems, to Improve the Enforcement Process; and SEQR Intent to Declare Lead Agency

ECONOMIC DEVELOPMENT/GENERAL

- Resolution No. 2019 152: Setting Hourly Rate Following Initial Six Months for the Position of Part-Time Deputy Town Clerk
- Resolution No. 2019 153: Appointment of a Town of Canandaigua Representative (Non-Elected) to Canandaigua Local Development Corporation Board of Directors
- Resolution No. 2019 154: Soil Erosion and Sediment Control Surety for 3465 State Route 21 South (Tax Map #97.00-2-67.130)
- Resolution No. 2019 155: Soil Erosion and Sediment Control Surety for 3822 County Road 16 (Tax Map #113.09-3-12-110)

RESOLUTION NO. 2019 - 143: 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 May 2019 Monthly Revenue/Expense Control Report, the Highway/Water Department Overtime Report and All Department Overtime Report; and

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

Attachment #1

RESOLUTION NO. 2019 – 144: SETTING A PUBLIC HEARING ON A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT

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

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on July 15, 2019 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide notice of said public hearing.

Attachment #4

RESOLUTION NO. 2019 – 145: DESIGNATION OF \$5,000.00 DONATION TO THE PARK FUND TO BE USED FOR THE PROPOSED INCLUSIVE PLAYGROUND AT OUTHOUSE WEST PARK

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as the "Town Board") has demonstrated support via resolution 2019-114 for the inclusive park expansion project at the Outhouse West park location (next to Richard P. Outhouse Memorial Park) to include a proposed inclusive, ADA accessible playground to be funded by the local non-profit, Inclusion in Motion; and

WHEREAS, to date, the non-profit has been fundraising for the proposed project and has raised an estimated \$250,000.00 in donations and contributions of time or materials; and

WHEREAS, Advanced Auto Parts has provided a \$5,000.00 donation to the Town's Parks Fund in the form of a check to go towards the cost of constructing the playground; and

WHEREAS, the Town Board wishes to thank Advance Auto Parts for their generosity; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Manager to deposit the \$5,000.00 from Advance Auto Parts into the Park Fund (CM) for the purposes of the playground at Outhouse Park (West); and

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

RESOLUTION NO. 2019 – 146: REQUEST FOR NYS DOT TO CONDUCT A SPEED STUDY, WYFFELS ROAD

WHEREAS, on May 15, 2019, the Town Clerk received a request from two Town residents who reside on Wyffels Road to conduct a speed study of Wyffels Road due to the increase in traffic and their safety concerns for those individuals who walk along the roadside, the bicyclists, the pets, and the daily crossing of the road to retrieve their mail; and

WHEREAS, the last speed study of Wyffels Road was conducted in 2014 and at that time it was determined by the NYS DOT that a reduction in the speed was not warranted at that time; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby directs the Town Clerk to submit the required paperwork to request the NYSDOT perform a speed study along Wyffels Road.

Attachment #5

RESOLUTION NO. 2019 – 147: AUTHORIZATION FOR TOWN OF CANANDAIGUA TOWN MANAGER TO EXECUTE LEASE AGREEMENT WITH THE CANANDAIGUA EMERGENCY SQUAD FOR CONSTRUCTION OF A FACILITY ON TOWN PROPERTY

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as the 'Town Board') wishes to provide every opportunity to enhance the ability of local rescue services such as the Canandaigua Emergency Squad (CES) to efficiently and safely respond to the needs of

residents in an emergency and CES has approached the Town seeking help in finding a new location for their headquarters; and

WHEREAS, the Town Board is also aware of the desire for additional community space that could be used for gatherings and recreational events by the Community at large and also by Town committees, boards, and staff; and

WHEREAS, the Town Manager has been working with representatives from CES to help them in their search and there is space available on the Town Campus to the west of the Town Hall along State Route 5 & 20; and

WHEREAS, the Town Board wishes to make this property available to CES for them to construct a facility that would serve their needs as well as provide the Town of Canandaigua with a space that could be used for the benefit of Town and community groups; and

WHEREAS, the Town Manager and Town Attorney have prepared a lease agreement between the Town of Canandaigua and the Canandaigua Emergency Squad for the Town Board's consideration; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the lease agreement between the Town of Canandaigua and the Canandaigua Emergency Squad and authorizes the Town Manager to execute the document with the Canandaigua Emergency Squad; and

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

Attachment #6

RESOLUTION NO. 2019 – 148: SELECTION OF A SERVICE PROVIDER FOR FOOD WASTE COMPOSTING

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") adopted Resolution 2018-127 on April 16, 2018 selecting Natural Upcycling as the service provider to collect and transport food waste that has been separated from the waste stream and dropped off at the Town Transfer Station by residents to a composting facility; and

WHEREAS, the Town Board wishes to thank Natural Upcycling for their assistance in getting this food waste diversion program started; and

WHEREAS, as the use by residents has grown, Natural Upcycling has been unable to pick up the food waste as often as needed: and

WHEREAS, the Environmental Committee recommends that the Town continue to provide this food waste composting program and continue to evaluate the effectiveness of this waste diversion effort; and

WHEREAS, the Environmental Committee has identified Impact Earth as another provider of this service and has reviewed their proposal and consulted others using their service; and

WHEREAS, the cost of service from Impact Earth is similar to Natural Upcycling while the level of service will better meet Town needs with bins cleaned after every use and reporting of the actual (rather than estimated) weight of material collected; and

WHEREAS, the Environmental Committee recommends a change of vendor for this service to Impact Earth; and

WHEREAS, the expenses of this trial program are covered through the end of 2019 by a grant from Ontario County; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby approves the contract with Impact Earth and authorizes the Highway Superintendent to sign the contract and provide the Town Clerk with a full executed copy of the contract for the Town's records; and

BE IT FURTHER RESOLVED, that the Highway Superintendent is authorized to adjust the size and quantity of collection containers as required to best meet the food waste collection needs of the Town; and

BE IT FURTHER RESOLVED, that the Highway Superintendent is authorized to provide notice to Natural Upcycling that we are ending our contract with them and thank them for the service they've provided; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs the Budget Officer to include an appropriate annual amount in line AA 100.8160.400 of the draft 2020 budget to continue this program beyond the initial trial period; and

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

Attachment #7

RESOLUTION NO. 2019 – 149: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 183 THAT WOULD REVISE THE ACTIVITIES EXEMPT UNDER REAL PROPERTY TAX LAW

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering a Local Law to remove any tax exemption provided in NYS Real Property Tax Law Section 487 related to solar, wind, or other alternative energy; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on June 17, 2019; and

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

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

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby designates itself as lead agency for the described action; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua has reasonably concluded there would not be any substantial adverse impact on the following: land use planning or zoning regulations; intensity of use of the land; character or quality of the existing

community; environmental characteristics; existing level of traffic or infrastructure, use of energy; public or private water supplies; public or private wastewater treatment utilities; character or quality of important historic, archaeological, architectural or aesthetic resources; natural resources; potential for erosion, flooding or drainage problems; or creation of a hazard to environmental resources or human health; and

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua does hereby make a Determination of Non-Significance on the proposed action; and

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua, after due deliberation, finds it in the best interest of the Town of Canandaigua and the community to adopt said Local Law; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2019; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua directs the Town Clerk to include SEQR, findings, and narrative of the Town Board of the Town of Canandaigua as it pertains to this Local Law for filing purposes; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. ____ of the Year 2019 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

Attachment #8

RESOLUTION NO. 2019 – 150: SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 220-83 THAT WOULD REPEAL THE PROHIBITION ON TENANT IDENTIFICATION GROUND SIGNS IN MUTLI-USE DEVELOPMENTS; AND SEQR INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering a Local Law to execute a text code amendment to Town Chapter 220-82 and Chapter 1-17 to allow developments with multiple tenants in the CC zoning district to provide signage along the State Route 332 and 5&20 right-of-way for those tenants following Planning Board approval; and

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

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

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

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on July 15, 2019 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424; and

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

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide notice of said public hearing.

Attachment #9

RESOLUTION NO. 2019 – 151: SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 202, WASTEWATER TREATMENT SYSTEMS, TO IMPROVE THE ENFORCEMENT PROCESS; AND SEQR INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering a Local Law to execute a text code amendment to Town Code Chapter §202, Wastewater Treatment Systems that would improve the efficiency and long-term efficacy of enforcement; and

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

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

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

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on July 15, 2019 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager to refer the proposed Local Law and notification of SEQR intent to declare Lead Agency to the Town of Canandaigua

Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board; and

BE IT FINALLY RESOLVED, the Town Clerk is directed to provide notice of said public hearing.

Attachment #10

RESOLUTION NO. 2019 – 152: SETTING HOURLY RATE FOLLOWING INITIAL SIX MONTHS FOR THE POSITION OF PART-TIME DEPUTY TOWN CLERK

WHEREAS, as of May 5, 2019, Rebeca Doyle has successfully completed her initial six months of employment as Part-Time Deputy Town Clerk; and

WHEREAS, the Town Clerk is requesting a pay increase from \$14.00/hour to \$14.50/hour; and

WHEREAS, Account Line AA100.1410.141 has been allocated sufficient funds to cover this increase in pay for the remainder of 2019; and

NOW, THEREFORE BE IT RESOLVED, the Canandaigua Town Board hereby wishes to express our appreciation to Ms. Doyle for her hard work on behalf of the Town and approves of an hourly increase to \$14.50, effective Monday, June 17, 2019.

RESOLUTION NO. 2019 – 153: APPOINTMENT OF A TOWN OF CANANDAIGUA REPRESENTATIVE (NON-ELECTED) TO CANANDAIGUA LOCAL DEVELOPMENT CORPORATION BOARD OF DIRECTORS

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as the "Town Board") has authorized the creation of the Canandaigua Local Development Corporation (LDC) jointly with the City of Canandaigua and the Canandaigua Chamber of Commerce; and

WHEREAS, the bylaws of the LDC call for the five voting members of the Board of Directors to consist of two representatives from the Town, two representatives from the City, and one representative from the Chamber and that one of the two representatives from each of the municipalities be an elected official; and

WHEREAS, the Town Board, at their May 20, 2019 Town Board meeting, appointed Town Board Member Kevin Reynolds to the LDC Board of Directors, thereby leaving one vacant, non-elected appointment for the Town of Canandaigua; and

WHEREAS, the Town's Economic Development Committee met on May 7, 2019 and agreed to help solicit interest from residents of the Town of Canandaigua including interviewing interested candidates in order to make a recommendation to the Town Board; and

WHEREAS, notification to residents of the opportunity was provided via the Town's May newsletter, Mail Chimp, social media, and a press release; and

WHEREAS, the Town's Economic Development Committee interviewed two candidates on June 4, 2019 in order to make an informed recommendation to the Town Board; and

WHEREAS, the majority of the Town's Economic Development Advisory Committee is recommending the Town Board appoint Mr. Andy Griffith to the Canandaigua LDC Board of Directors for a term expiring December 31, 2021; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby appoints Mr. Andy Griffith to the Canandaigua Local Development Corporation for a two-year term in keeping with the bylaws of the LDC, with a term expiration date of December 31, 2021.

Attachment #11

RESOLUTION NO. 2019 - 154: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 3465 STATE ROUTE 21 SOUTH (TAX MAP # 97.00-2-67.130)

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the development / construction of a single-family dwelling located at 3465 State Route 21 South (Tax Map # 97.00-2-67.130); and

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

WHEREAS, the Town Code Enforcement Officer Christopher Jensen has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a cash deposit in the amount of \$973.50 for the purposes of the soil erosion and sediment control; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the cash surety (in the form of a personal check) in the total amount of \$973.50.

Attachment #12

RESOLUTION NO. 2019 – 155: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 3822 COUNTY ROAD 16 (TAX MAP # 113.09-3-12.110)

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the development / construction of a single-family dwelling located at 3822 County Road 16 (Tax Map # 113.09-3-12.110); and

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

WHEREAS, the Town Code Enforcement Officer Christopher Jensen has reviewed the proposed estimate and found it to be satisfactory to meet the conditions of approval and the work to be completed; and

WHEREAS, the applicant has provided a cash deposit in the amount of \$324.50 for the purposes of the soil erosion and sediment control; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts the cash surety (in the form of a personal check) in the total amount of \$324.50.

Attachment #13

Approval of the following Town Board Meeting Minutes: May 20, 2019

Payment of the Bills

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

Utility Abstract dated 6/3/2019 totaling \$7,976.18 General fund \$ 3,088.00 Water districts \$ 4,888.18

Abstract dated 6/11/2019 totaling \$286,247.81
General fund \$106,365.63
Local Solid Waste Management Plan \$2,637.20
Highway fund \$143,437.86
Lighting districts \$1,058.65
Water districts \$32,158.99
TA fund \$589.48

- Privilege of the Floor
- Other Business
- Privilege of the Floor
- > Executive Session, as requested
 - Town Manager request pertaining to "the proposed acquisition/sale/lease of real property when publicity might affect value";
 - Town Manager request pertaining to "the employment history of a particular individual..."
 - Town Manager / Town Attorney request pertaining to "the employment history of a particular individual...";
 - Town Attorney request pertaining to "the employment history of a particular individual..." (no action anticipated as a result of the requested Executive Sessions)
- > Adjournment

ATTACHMENT 1

Highway and water report from Jim Fletcher

Highway

- 1. Continue to work on Cdga Farmington town line road.
- 2. Road side mowing will have areas that we did not do as the month of May was wet and I do not want to cause ruts in the ditches
- 3. Crack sealed Grimble and Hopkins road.
- 4. Smith road will be having the cold in place recycling done to it at the end of June

Water

- 1. Lakeshore drive water vault for Hopewell Should be complete by the end of June
- 2. Water main on County road 10 is completed. We are flushing and testing to place in service. Will be done in June. Once in service we will connect the services from the homes to it.
- 3. Doing restoration on County road 10 where we can
- 4. Working with the City of Canandaigua to replace their water master meters that sell to the town of Cdga.

Assessor's Report June 17, 2019

Sales in the Town for this year so far are 39 sales ranging from \$46,000 to \$1,400,000 with a median value of \$238,000.

The BAR heard complaints on 12 properties, 2 of them being commercial, and lowering 3 of the parcels examined. We will not know if any of the owners wish to pursue SCAR or article 78 hearings until the deadline at the end of July.

Respectfully submitted,

Christopher Lyon, IAO

Town Historian's Report for June 17, 2019

- 1. There are still a few copies of a "Walking Tour & History of the Hamlet of Cheshire" at the Ontario County Historical Society and the Company Store in Cheshire. And I have a few in my supply as well. I also have a few of "Memories of the Heart, I and II" and "The Natural Science Camp".
- 2. I have pledged to Pricilla (Outhouse) Crawford assistance in a project she is working on. She has pledged with the Cheshire CCAT group to work on a Historical circular program. I have endorsed Beth Thomas, Bristol & South Bristol Historian, to help this endeavor. We have met for the last two weeks on this (April 10 and 21, May 8th). Work Processing.
- 3. I have completed a survey of all the Town's Historic and Cultural Resources which could and should be included on an updated version of the Cultural and Historic resource map. Of note, there are approximately 175 pre 1907 historic barns still in existence in the Town, additionally, 437 pre-1920 built homes. I have a few corrections to be made. If you become aware of any, please let know!!!!
- 4. I am anticipating having split rail fencing installed at Hunn Cemetery at the of County Rd 32 and Woolhouse Rd. I am working at measurements for the project. Zack Parmer (Son of Matt Parmer) has agreed to install the Fencing as his Eagle Scout requirement I am meeting with he, his dad, and Jay Dutcher on Friday 14. I have received 2 estimates and have accepted the lowest. All the material will be received by Wednesday 12. I have asked a surveyor to perform a survey on the property.
- 5. All the cemeteries have had flags installed for the Holidays.
- **6.** Started meeting with Katie Cuomo, Bero Architects, to identify various historic places (April 17 and May 1). **She has performed a Draft Copy!**

Italic indicates new items.

Ray Henry, Historian

Town Clerk Report for the June 17, 2019, Town Board Meeting

- 1. **Monthly Financial Report**: Revenues collected in the Town Clerk's office for the month of May 2019 totaled \$42,126.30. (see attached).
- 2. 2019 NYS Association of Tax Receivers and Collectors Annual Tax Collectors Conference: Deputy Town Clerk Lisa Record attended this conference for the first time on June 10 -12. She attended classes related to legal and legislative updates that affect tax collection, active shooter and robbery safety training, US Mail and postmarks / delivery, electronic payments, and a best practices / questions / answers roundtable discussion.
- 3. **Kershaw Park Passess**: On Tuesday, May 21, we began distributing the free passes to Kershaw Park to Town residents. As of 10:00 a.m. on Friday, May 24, all 100 passes were gone. Because the City of Canandaigua charges a per-person fee to enter Kershaw Park, one pass per person was given as requested.
- 4. **Speed Study Request Wyffels Road:** On May 15, 2019, my office received a request from Town residents Carol and David Ingle who reside at 4952 Wyffels Road. They are requesting a speed study to be completed on Wyffels Road due to safety concerns for those individuals who walk, bicyclists, pets, and just the daily crossing of the road to retrieve their mail. The last speed study was conducted in 2014 at which time the NYS DOT determined that a reduction in the speed was not warranted at that time. There is a resolution on the agenda for the Town Board's consideration.

5. Resolutions:

- a. Speed Study Request, Wyffels Road
- b. Hourly Rate Increase for Part-Time Deputy Clerk Rebeca Doyle

Please let me know if you have any questions.

Submitted by,

Jean Chrisman Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Paviliions	Onanda Halls/Lodging	18	5,025.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential D	aily 7	1,310.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	1	360.00
	Onanda Cabin Residential Daily	Onanda Cabin Residential Daily	7	1,530.00
	Onanda Park Pavilion	Onanda Park Pavilions	8	695.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	6	855.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	13	585.00
	Park Rentals	Onanda Cabin Residental Weekly	1	200.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekday	1	35.00
		WL Schoolhouse Weekend	1	60.00
			Sub-Total:	\$10,655.00
A.2590	Building Fee	Building Fee	27	5,253.80
			Sub-Total:	\$5,253.80
A0380	AR Charge Back Billing	AR Charge Back Billing	1	26.00
			Sub-Total:	\$26.00
A1255	Conservation	Conservation	12	13.43
	Marriage License Fees		4	70.00
	Misc. Fees	Copies	13	3.25
		Marriage Cert	4	40.00
			Sub-Total:	\$126.68
A1603	Geneology Cert.	Geneology cert	1	11.00
	Misc. Fees	Death Cert	31	310.00
			Sub-Total:	\$321.00
A2001	General Lic.	Park Permit Res	11	385.00
	Walk Ins	Onanda Receipts	13	429.00
			Sub-Total:	\$814.00
A2110	Plan & Zone	Zoning Fee	7	3,500.00
			Sub-Total:	\$3,500.00
A2120	Plan & Zone	Soil Erosion	4	600.00
			Sub-Total:	\$600.00
A2544	Dog Licensing	Female, Spayed	53	742.00
		Female, Unspayed	4	88.00
		Male, Neutered	51	714.00
		Male, Unneutered	9	198.00
	Late Fees	Late Fees	17	85.00
			Sub-Total:	\$1,827.00
A2590	Plan & Zone	Site Development	15	1,698.40
			Sub-Total:	\$1,698.40
A2591	Misc. Fees	Transfer Coupons	1445	2,982.00
			Sub-Total:	\$2,982.00

Page

Town Clerk Monthly Report Monthly Report May 01, 2019 - May 31, 2019

Account#	Account Description	Fee Description	Qty	Local Share
CL.2655	SWMP Sales	SWMP Sales	11	150.00
			Sub-Total:	\$150.00
CM-2001	Plan & Zone	Parks And Recrea	ation 3	3,000.00
			Sub-Total:	\$3,000.00
S.2140.247	Rents Payments	Rents Payments	23	7,773.22
			Sub-Total:	\$7,773.22
S.2142.247	Water Sales	Water Sales	1	90.25
			Sub-Total:	\$90.25
S.2144.247	Service Hookups	Service Hookups	4	2,378.00
			Sub-Total:	\$2,378.00
S.2148.247	Penalty	Penalty	20	416.38
			Sub-Total:	\$416.38
		<u> </u>	Fotal Local Shares Remitted:	\$41,611.73
Amount paid to:	NYS Ag. & Markets for spay/neuter program	1		143.00
Amount paid to:	NYS Environmental Conservation			281.57
Amount paid to:	State Health Dept. For Marriage Licenses			90.00
Total State, Cour	ity & Local Revenues: \$42,126.30	= •	Total Non-Local Revenues:	\$514.57

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.

		Jean Chaman	Ce/4/19
Supervisor	Date	Town Clerk	Date

TOWN OF CANANDAIGUA PLANNER MONTHLY REPORT

June 7, 2019

Permit numbers in May slowed slightly. We issued 45 permits with a current Year to Date total of 170.

We received 7 applications for Planning and Zoning. A few major subdivisions. One in Final Subdivision and one is Sketch form. No major commercial.

As most Board members likely know, the Ordinance Committee has been wrapping up a few of its major suggested revisions. This should leave use time to begin looking at changes to the MUO area and other necessary items called out in the Comprehensive Plan.

Progress on the Comprehensive Plan is moving along. The conversation with the CIC on June 4th was very productive and another June 4th meeting with the Project Team led to the creation of a sub-team to meet on June 24th that will focus specifically on citizen engagement. Overall, we seem to be in good shape so far. The next meeting for July 2nd will be a discussion on some of the existing conditions. Michelle and Sarah have been instrumental in working with the Team and creating much of what we've done so far.

Our new Zoning Inspector is learning well and taking on a number of duties around the office. He has been a tremendous help.

Eric Cooper, Planner

TOWN OF CANANDAIGUA TOWN MANAGER MONTHLY REPORT

June 17, 2019

PERSONNEL

<u>KUDOs:</u> A huge thank you to some of the highway guys who pitched in to help us out at Outhouse Park on Friday, June 7th. Brian, Stace, Todd, Jim B, Larry, and Wayne joined Parks Maintenance Assistant Troy in the installation of new playground mulch at Outhouse, and a nice wide pathway from the parking lot to the playground. Additionally, the guys started and parks crews finished up a pathway from the parking lot to the Bocce Ball Courts. As a side note, I have recently been walking a lot in the evenings and have witnessed dozens of people using Outhouse Park including approximately some 30-40 people using the Bocce Ball Courts on Thursday evenings.

<u>FAIRWELL</u>: Thank you to Susan Koss for working with us the past year as a clerk in support of our general operations. Congratulations to Susan who has accepted a full time position as an Assessor's Aide with the Town of Farmington.

<u>HEATH INSURANCE</u>: Our health insurance broker (Matson & Kellogg) provided a lunch and learn available to all town employees on June 5, 2019. The purpose of this annual event is to explain changes in the health insurance market, changes to any benefits plans, and to hold one on one sessions with employees who request to meet with the broker to determine their own insurance needs. Kris Kellogg and Dan Dennis walked the employees through the programs and discussed individual needs in order to sign up all of our employees for the new health insurance year starting July 1, 2019.

FINANCE

CERTIFICATE OF DEPOSIT(s): Attached to my report this month is a new spreadsheet that I have created which details both of our jumbo cd's and anticipated investment schedule. To date the CD's have earned us approximately \$30,000 in interest with that number climbing to an anticipated near \$60,000 in interest income by the end of the year. The current plan is to not roll jumbo cd#2 (Acct #1107377101) during the next opportunity in July to recover those tax receipts funds to put back into the general fund. The current cash bank savings account is at \$3.8 million available balance. As we approach the second half of the year we tend to have higher expenses and may need some of that jumbo cd money. The tax receipt jumbo cd was rolled by the Town Manager on May 24th for another 60 day term with a maturity date scheduled July 2019. Meanwhile the Reserve Fund CD (Acct #1107435438) continues to be rolled over each term.

<u>TOWN AUDIT</u>: The Town Auditors were on site at the Town Hall June 4, 5, and 6th. The auditors continue to work on collecting data and reviewing financial records. With the financial software conversion, and delays in year end close out of 2018 the auditors are not able to

TOWN OF CANANDAIGUA TOWN MANAGER MONTHLY REPORT

June 17, 2019

complete their work until more information is provided. The auditors would like to delay their report to the Town Board until they are able to complete their work and present the Town Audit, Justice, and Clerk reviews. The auditors were able to provide their draft reports relative to the Justice and Clerk reviews which were completed earlier this year.

GENERAL

<u>LONG GRASS</u>: We have received a number of complaints over the past month about long grass, and neighbors not keeping up their properties. The grass issues seem to be compounded this year by all the wet weather. Code Enforcement continues to follow up on property maintenance violations as complaints are received. One particular compliant about a home on Middle Cheshire Road has resulted in another court appearance ticket schedule for June 2019.

<u>OUTHOUSE PARK – RAIN GARDEN:</u> On May 21st I met Joyce Marthaller and Edith Davey from the Town's Environmental Conservation Board at Outhouse Park. The purpose of the meeting was to look at the three rain gardens, and a possible location of a fourth in a low spot. Thank you to Edith for cleaning up the rain gardens and install a new bush in the rain garden. The rain gardens appear to have a healthy amount of milkweed growing in them. The long term plan is to clean up the gardens, and install signs relating to the plants found in them along with the benefits of rain gardens as an educational piece for all to better understand their value.

<u>ACTIVE TRANSPORTATION:</u> On May 23rd I joined Eric Cooper and Sarah Reynolds in attending an active transportation summit in Rochester for the day. The purpose of the summit was to educate municipalities about the role active transportation plays in promoting a health community with a superior quality of life. Three concurrent sessions were held touting things like walkability, bike sharing, trails, complete streets, aging in place, transportations alternatives, and many more topics.

<u>STAR CIDER – WELCOME:</u> On May 30th I had the honor of speaking on behalf of the Town of Canandaigua and join Town Board members Terry Fennelly, Gary Davis, and Kevin Reynolds in welcoming Star Cider to the Town of Canandaigua during their ribbon cutting. Adam, Nate, and Courtney have been hard at work for the past few years to turn their dream into a reality. We are fortunate to have Star Cider in the Town, and wish them much success.

<u>ECONOMIC DEVELOPMENT:</u> On June 4th I joined the Town's Economic Development Advisory Committee in interviewing two superior candidates for the position of the Town's

TOWN OF CANANDAIGUA TOWN MANAGER MONTHLY REPORT

June 17, 2019

appointment to the Local Development Corporation. There is a resolution on your agenda which includes the Committee's recommendation for you to consider as your appointment.

<u>PARKS & RECREATION:</u> On May 28th I jointed the Town's Parks and Recreation Committee to discuss a variety of topics including the 30th anniversary of Onanda Park, the promotion of events in our Town Parks, the 4th of July events, general events, and a fall planned ribbon cutting of Miller Park. The Committee is tentatively planning an August 14th 30th anniversary celebration at Onanda Park. The Committee and Chairman MacNeil is also tentatively planning an August 23rd movie night at Outhouse Park. Look for more information coming soon.

<u>COMP PLAN:</u> On June 4th I joined the Comp Plan Committee to discuss the next steps in the Comprehensive Plan Update. Our team is working hard to come up with ways to educate the public about steps taken to date, current areas of focus such as protection of open space and agriculture, and then solicit input from residents relating to their desires for the future of the Town of Canandaigua. The group discussed the idea of a short video that could be posted, shared, and viewed through social media and Town events to further explain to the public our recent initiatives.

<u>NOISE</u>: As you are aware, we have received a compliant about the noise at Canandaigua's Land of Legends. I believe that a Town resident, the Track Promoter, and Fair President all plan to attend your June 17th Town Board meeting. On May 4th the track violated the 11pm curfew and was immediately contacted by Code Enforcement and followed up by the Town Manager. Since that time the track has been concluding operations by 11pm.

<u>ENHANCED LAW ENFORCEMENT PATROL</u>: Increased patrol in the Town of Canandaigua continues with 32 traffic stops during the month of May 2019. Numbers were down this month with one of our assigned officers on vacation for two weeks. The full report is attached to my report, 8 citations for speeding on County Road 16 were issued.

Sincerely,

Doug Finch, Town Manager

	А	В	С	D	Е		F		G	Н	I	J	K	L	М
1	<u>INVESTMENTS</u>	Jan-19	Feb-19	19-Mar	Арі	r-19	May-19		Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
2															
3	Jumbo CD #1														
4	CNB Acct # 1107435438	\$ 2,000,000.00	\$ 2,000,000.00	XXXX	\$ 2,007,302	.22	XXXX		roll	XXXX	roll	XXXX	roll	XXXX	roll
5	Reserve Funds														
6															
7															
8															
9	Jumb CD # 2														
10	CNB Acct # 1107377101	\$ 2,006,825.00	XXXX	\$ 2,014,083.02	XXXX		\$ 2,021,132.31		XXXX	DO NOT ROLL	DNR	DNR	DNR	DNR	DNR
11	Tax Receipts														
12															
13															
14															
15															
16															
17										_					
18										_					
19					TOTAL INTE	REST	INCOME TO DAT	E:		\$ 28,434.53					

Investment Authorization

This authorization form is in keeping with the Town Board's Investment Policy adopted by the Town Board of the Town of Canandaigua on January 7, 2019 in keeping with Article XIV. Process for Investments and shall be authorized by three of the following people holding the positions of: Town Supervisor, Chair of the Finance Committee, Town Clerk, Town Manager, or Clerk (Finance).

To: Town of Canandaigua Town Board
Authorized Banks of the Town of Canandaigua
(Canandaigua National Bank, or Lyons National Bank)

The following individuals do hereby authorize the investment of \$ 2/62/132.31 for a
term of 60 days at a rate of 2.13 % interest. The funds being invested are made
up of monies from the following funds: fax ceccipts
(Acof # 1107377101)
Authorized by the following (2 required) individuals:
Signature: Signature: June Signature:
Name: Dang Frock Name: Sear E Chrisman
Title: Jour Managh Title: Tour Clerk
Date: 5/24/19 Date: 6/11/2019
* we need to not roll this over for the next time (7-23-19) &
the next time (7-23-19) &

The Canandaigua National Bank and Trust Company Certificate of Deposit Account

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

This account is non-negotiable and non-transferable

Member FDIC

Account Number

1107377101

Term 60 Days

05-24-2019

Term 60

Customer Name and Address

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

Amount

Issue Date

2,021,132,31

Interest Payment At Maturity

Interest Payment Method

Simple

Mailing Address

5440 State Route 5 And 20 Canandaigua NY 14424-9327

Renewal Option Non-Renewable Form of Ownership Municipal

By: Kathryn L. Lafler

Tax I.D. No. 16-6002197

(Bank Representative)

Rate Information

The interest rate for your certificate is 2.100 with an annual percentage yield of 2.13. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on 07-23-2019. Interest will be paid at maturity.

Balance Computation Method

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

Minimum Balance Requirements

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

Early Withdrawal Penalties

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

Transaction Limits

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

Renewal Policies

Non-automatically Renewable: This account will not automatically renew at maturity. The account will not continue to earn interest after the maturity date.

Accrual of Interest on Non-cash Deposits

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

Rev. 09/08 rddmunci.doc

From: Randall R. Shepard

To: dfinch@townofcanandaigua.org; "Doug Finch"; "CHRIS NADLER"

Subject: RE: Justices

Date: Monday, June 10, 2019 9:25:18 AM

I've gotten nothing thus far.

Randall R. Shepard, CPA | Partner

The Bonadio Group

CPAs, Consultants & More

171 Sully's Trail, Pittsford, NY 14534

O: 585-249-2873 | M: 585-750-2840 | F: 585-381-3131

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From: dfinch@townofcanandaigua.org <dfinch@townofcanandaigua.org>

Sent: Monday, June 10, 2019 9:19 AM

To: Randall R. Shepard <rshepard@bonadio.com>; 'Doug Finch' <dod@townofcanandaigua.org>; 'CHRIS NADLER' <cnadler@cnadlerlaw.com>

Subject: RE: Justices

I don't think that is a problem, ok will just inform the Town Board. Did we get a sign off from the judges?

Doug Finch, Town Manager

Town of Canandaigua 5440 Route 5 & 20 West Canandaigua, NY 14424 Phone: (585)394-1120 ext. 2234

Email: dfinch@townofcanandaigua.org

** If you need immediate assistance and are not able to reach me please contact Sarah Reynolds (sreynolds@townofcanandaigua.org) or by phone (585)394-1120 ext. 2232

From: Randall R. Shepard < rshepard@bonadio.com>

Sent: Sunday, June 9, 2019 11:05 AM

To: dfinch@townofcanandaigua.org; 'Doug Finch' <dod@townofcanandaigua.org>; 'CHRIS NADLER' <cnadler@cnadlerlaw.com>

Subject: Re: Justices

Doug

From a cost perspective I'd rather do all at once if you don't mind.

Randall R. Shepard, CPA | Partner

The Bonadio Group

CPAs, Consultants & More

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From: dfinch@townofcanandaigua.org

Sent: Sunday, June 9, 2019 9:43:35 AM

To: Randall R. Shepard; 'Doug Finch'; 'CHRIS NADLER'

Subject: RE: Justices

Randy,

Saw this note and the one about the 17th. Do you want to present this and the Town Clerk to the TB or wait and do it all at once with the Town's audit once that is done?

Doug Finch, Town Manager

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

Phone: (585)394-1120 ext. 2234 Email: dfinch@townofcanandaigua.org

** If you need immediate assistance and are not able to reach me please contact Sarah Reynolds (sreynolds@townofcanandaigua.org) or by phone (585)394-1120 ext. 2232

From: Randall R. Shepard < rshepard@bonadio.com >

Sent: Thursday, June 6, 2019 1:24 PM

To: Doug Finch < dod@townofcanandaigua.org; 'CHRIS NADLER' < cnadler@cnadlerlaw.com>

Subject: Justices

Doug

I stopped down today and spoke with Cherie. She indicated that Judge Jones will be in today and Judge Prull tomorrow and she will remind them again to sign the letter. I asked her to send it to me as soon as she has it. She indicated that she had no questions or concerns about what was written.

Randy

Randall R. Shepard, CPA | Partner

The Bonadio Group

CPAs, Consultants & More

171 Sully's Trail, Pittsford, NY 14534

0: $\underline{585-249-2873}$ | **M**: $\underline{585-750-2840}$ | **F**: $\underline{585-381-3131}$

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TOWN OF CANANDAIGUA, NEW YORK TOWN CLERK DEPARTMENT

Independent Accountant's Report On Applying Agreed-Upon Procedures For the Year Ended December 31, 2018

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Month XX, 2019

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

We have performed the procedures enumerated below, which were agreed to by the Town of Canandaigua, New York (the Town) Town Clerk (the Clerk), solely to assist with the Town's and the Clerk's compliance with the Town Law requirements for the period from January 1, 2018 through December 31, 2018. Management of the Town is responsible for the Town's and the Clerk's compliance with those requirements. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

Procedure #1

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

Finding

Procedure performed without exception.

Procedure #2

Obtain a haphazard sample of five (5) cash receipts for each of three months selected (February, May, and September 2018) and compare to original source documentation such as permit and license applications to determine whether the postings in the cash books were supported. In addition, determine if these cash receipts were made on a timely basis (within 5 days of receipt).

Finding

Procedure performed without exception.

Procedure #3

Obtain a haphazard sample of two (2) cash disbursements for each of three months selected (February, May, and September 2018) and determine if they were in agreement with the cash book and corresponding monthly reports.

Finding

Procedure performed without exception.

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

(Continued)

Procedure #4

Compare the Town Clerk's monthly reports for three selected months (February, May, and September 2018) to the records in the cash book to ensure their agreement.

Findina

Procedure performed without exception.

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

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

TOWN OF CANANDAIGUA, NEW YORK TOWN CLERK DEPARTMENT

Financial Statement as of December 31, 2018 Together with Accountant's Compilation Report



TOWN OF CANANDAIGUA, NEW YORK TOWN CLERK DEPARTMENT

TABLE OF CONTENTS December 31, 2018

Accountant's Compilation Report

Basic Financial Statements:

Statement of Assets, Liabilities, and Equity

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ACCOUNTANT'S COMPILATION REPORT

Month XX, 2019

To the Town Board of Town of Canandaigua, New York

Management is responsible for the accompanying statement of assets, liabilities, and equity - cash basis, for the Town Clerk (the Clerk) of the Town of Canandaigua, New York (the Town), for the year ended December 31, 2018, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of assets, liabilities, and equity - cash basis nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of assets, liabilities, and equity - cash basis.

Management has elected to omit substantially all disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the statement of assets, liabilities, and equity - cash basis, they might influence the user's conclusions about the Clerk's financial position. Accordingly, the financial statements are not designed for those who are not informed about such matters.

TOWN OF CANANDAIGUA, NEW YORK TOWN CLERK DEPARTMENT

Statement of Assets, Liabilities, and Equity December 31, 2018

۸	cc	E-	ГC
А	.22	┖.	ıs

Total equity

Cash	\$ 20,023
Total assets	\$ 20,023
Equity	
Equity	\$ 20,023

20,023

Samantha Pierce

From: John D. Goodwin [John.Goodwin@canandaiguanewyork.gov]

Sent: Wednesday, May 29, 2019 1:32 PM **To:** dfinch@townofcanandaigua.org

Subject: RE: parks passes

Doug,

We have given out 35 passes.

John D. Goodwin City Manager 2 North Main Street Canandaigua, NY 14424 585-396-5000 ext 5010 Fax: 585-396-5016

From: dfinch@townofcanandaigua.org <dfinch@townofcanandaigua.org>

Sent: Wednesday, May 29, 2019 1:13 PM

To: John D. Goodwin < John. Goodwin@canandaiguanewyork.gov >

Subject: parks passes

John,

Just touching base relating to the parks passes.

How has the passing out of Town passes been going? I realize we are not comparing apples to complete apples with you passing them out by family and us passing them out per individual. I heard through the grapevine that you had less than half left?

The passes are completely gone at the Town.

Leads me to believe the demand has been about the same for both places. I know we have been turning away Town residents, including this morning.

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

Phone: (585)394-1120 ext. 2234

Email: dfinch@townofcanandaigua.org

^{**} If you need immediate assistance and are not able to reach me please contact Sarah Reynolds (<u>sreynolds@townofcanandaiqua.org</u>) or by phone (585)394-1120 ext. 2232



TRAFFIC REPORT



June 1, 2019

During the month of May 2019, Deputies Nelson and Quigley continued to work enhanced patrol details in the Town of Canandaigua. Dep. Nelson worked 15 hours and Dep. Quigley worked 18 hours for a total of 33 hours worked in May. (Dep. Nelson was on vacation for two weeks in May). Combined, the deputies initiated 32 traffic stops and issued the following citations:

CR 16:

8 citations for speeding in zone.

1 citation for aggravated unlicensed operation

Route 332:

2 citation for speeding over 55 mph.

North Street

2 citations for speeding in zone.

CR 28:

4 citations for speeding in zone.

2 citations for operating without insurance.

CR 32

1 citation for speeding in zone.

Middle Cheshire Rd.

1 citation for speeding in zone

In addition to these enforcement efforts, the deputies assisted with a disabled tractor trailer on Rt. 5 at Rt. 21 and investigated a 911 hang up call.

Respectfully,

Lt. David J. Cirencione



Town of Canandaigua , NY

Budget Report

Account Summary

For Fiscal: 2019 Period Ending: 05/31/2019

						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Remaining
- 1	_	Total Buuget	Total Buuget	Activity	Activity	(Omavorable)	Kemaning
Fund: AA100 - GENERAL FUNI)						
Revenue AA100.1001.00000	REAL PROPERTY TAXES	530,306.00	F20 206 00	0.00	529,597.11	-708.89	0.13 %
AA100.1001.00000 AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	19,961.00	530,306.00 19,961.00	-27,099.78	22,801.50	2,840.50	114.23 %
AA100.1090.00000	PENALTY ON TAXES	12,000.00	12,000.00	18,852.43	18,852.43	6,852.43	157.10 %
AA100.1120.00000	NON PROPERTY SALES TAX	1,800,000.00	1,800,000.00	0.00	428,261.76	-1,371,738.24	76.21 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	80,000.00	80,000.00	0.00	42,570.32	-37,429.68	46.79 %
AA100.1255.00000	TOWN CLERK FEES	1,400.00	1,400.00	100.73	336.93	-1,063.07	75.93 %
AA100.1603.00000	VITAL STATISTICS FEE	6,000.00	6,000.00	530.00	1,902.00	-4,098.00	68.30 %
AA100.2001.00000	PARK & RECREATION FEES	105,000.00	105,000.00	11,545.00	29,551.00	-75,449.00	71.86 %
AA100.2110.00000	ZONING FEES	25,000.00	25,000.00	2,650.00	7,100.00	-17,900.00	71.60 %
AA100.2120.00000	SOIL EROSION CONTROL	4,000.00	4,000.00	1,050.00	2,700.00	-1,300.00	32.50 %
AA100.2148.00000	RETURNED CHECK FEE	20.00	20.00	0.00	0.00	-20.00	100.00 %
AA100.2192.00000	CEMETERY SERVICES	500.00	500.00	0.00	0.00	-500.00	100.00 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	9,120.00	9,120.00	760.00	2,280.00	-6,840.00	75.00 %
AA100.2401.00000	INTEREST & EARNINGS	6,000.00	6,000.00	0.00	1,005.56	-4,994.44	83.24 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	12,460.00	12,460.00	900.00	4,500.00	-7,960.00	63.88 %
AA100.2544.00000	DOG LICENSES	20,000.00	20,000.00	1,647.00	5,667.00	-14,333.00	71.67 %
AA100.2590.00000	SITE DEVELOPMENT FEES	60,000.00	60,000.00	10,285.00	25,715.40	-34,284.60	57.14 %
AA100.2591.00000	CONSTRUCTION DEBRIS FEES	20,000.00	20,000.00	2,124.00	6,048.00	-13,952.00	69.76 %
AA100.2610.00000	FINES & FORFEITED BAIL	80,000.00	80,000.00	18,637.50	44,498.64	-35,501.36	44.38 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	1,398.58	3,584.56	-11,415.44	76.10 %
AA100.2701.00000	REFUND PRIOR YEARS EXP	0.00	0.00	98.00	211.50	211.50	0.00 %
AA100.3001.00000	NYS AID PER CAPITA	28,000.00	0.00	0.00	0.00	0.00	0.00 %
AA100.3005.00000	ONTARIO CITY MORTGAGE TAX	230,000.00	230,000.00	0.00	0.00	-230,000.00	100.00 %
AA100.3040.00000 AA100.3092.00000	NYS AID TAX/ASSESSMENTS ST AID.PLANNING STUDIES	9,000.00	9,000.00	0.00	0.00	-9,000.00 -64,319.95	100.00 % 71.47 %
AA100.5031.000CM	INTERFUND TRANSFERS	90,000.00 296,140.00	90,000.00 296,140.00	0.00 0.00	25,680.05 0.00	-04,519.95	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FO	487,527.00	487,527.00	0.00	0.00	-487,527.00	100.00 %
7.1.1200.3000.00000	Revenue Total:	3,947,434.00	3,919,434.00	43,478.46	1,202,863.76	-2,716,570.24	69.31 %
Funanca		0,5 1.7, 1.0 11.00	0,020,101100	10, 11 01 10	_,,	_,,,,	00.02 /
Expense AA100.1010.110.00000	TOWN BOARD.ELECTED	20,256.00	20,256.00	1,558.16	8,569.88	11,686.12	57.69 %
AA100.1010.400.00000	TOWN BOARD.ELECTED TOWN BOARD.CONTRACTUAL	1,500.00	1,500.00	0.00	29.71	1,470.29	98.02 %
AA100.1110.110.00000	JUSTICES.ELECTED	49,848.00	49,848.00	3,834.48	21,089.64	28,758.36	57.69 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, PT	15,276.00	15,276.00	1,362.72	4,319.60	10,956.40	71.72 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	15,893.00	15,893.00	1,290.48	6,571.29	9,321.71	58.65 %
AA100.1110.200.00000	JUSTICES.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1110.400.00000	JUSTICES.CONTRACTUAL	7,490.00	7,490.00	3,048.76	4,080.66	3,409.34	45.52 %
AA100.1110.401.00000	JUSTICESCONTR.COURTSECURITY	10,000.00	10,000.00	1,467.03	1,467.03	8,532.97	85.33 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	20,000.00	20,000.00	1,538.46	8,461.53	11,538.47	57.69 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,000.00	2,000.00	160.00	800.00	1,200.00	60.00 %
AA100.1220.121.00000	SUPERVISOR.BOOKKEEPER	30,500.00	0.00	0.00	0.00	0.00	0.00 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	2,100.00	2,100.00	45.00	1,038.00	1,062.00	50.57 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVI	95,375.00	95,375.00	7,336.54	40,350.97	55,024.03	57.69 %
AA100.1230.120.00000	ADMINISTRATIVE AIDE COORDINAT	0.00	31,616.00	2,346.50	9,970.25	21,645.75	68.46 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	5,750.00	5,750.00	1,536.42	2,277.90	3,472.10	60.38 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	10,300.00	10,300.00	0.00	0.00	10,300.00	100.00 %
AA100.1340.120.00000	BUDGET OFFICER.PERSONAL SERVI	3,000.00	3,000.00	240.00	1,200.00	1,800.00	60.00 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	3,500.00	3,500.00	99.58	376.24	3,123.76	89.25 %
AA100.1355.120.00000	ASSESSOR PEAL PROPERTY AIDE FT	67,111.00	67,111.00	5,162.38	28,393.09	38,717.91	57.69 %
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	45,030.00	45,030.00	3,464.00	17,146.80	27,883.20	61.92 %

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
AA100.1355.150.00000	ASSESSOR.BAR REVIEW SALARY	1,500.00	1,500.00	0.00	375.00	1,125.00	75.00 %
AA100.1355.200.00000	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	29.49	470.51	94.10 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	17,330.00	14,830.00	159.09	1,887.98	12,942.02	87.27 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT	200.00	200.00	150.00	150.00	50.00	25.00 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	61,974.00	61,974.00	4,767.24	26,219.82	35,754.18	57.69 %
AA100.1410.131.00000	TOWN CLERK.DEPUTY F/T	37,208.00	37,208.00	2,244.00	13,257.20	23,950.80	64.37 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY P/T	20,150.00	20,150.00	1,351.00	6,506.50	13,643.50	67.71 %
AA100.1410.142.00000	TOWN CLERK.PT CLERK. TEMP	14,560.00	14,560.00	0.00	0.00	14,560.00	100.00 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	203.19	646.81	76.10 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	12,632.00	12,632.00	2,592.16	6,153.16	6,478.84	51.29 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	15,000.00	15,000.00	2,565.00	8,001.19	6,998.81	46.66 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO	62,500.00	62,500.00	4,807.70	26,442.35	36,057.65	57.69 %
AA100.1430.141.00000	PERSONNEL.CLERK P/T	25,472.00	25,472.00	1,308.37	7,726.95	17,745.05	69.66 %
AA100.1430.142.00000	PERSONNEL.CLERK P/T	0.00	30,500.00	2,346.16	12,903.88	17,596.12	57.69 %
AA100.1430.200.00000	PERSONNEL.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.1430.410.00000	PERSONNEL.CONTRACTUAL	4,350.00	4,350.00	7.52	865.35	3,484.65	80.11 %
AA100.1430.420.00000	PERSONNEL.HUMAN RESOURCE	1,700.00	1,700.00	0.00	682.08	1,017.92	59.88 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	4,000.00	4,000.00	0.00	2,150.00	1,850.00	46.25 %
AA100.1440.406.00000	ENGINEERING.CHESHIRE SEWERS	10,000.00	10,000.00	50.00	50.00	9,950.00	99.50 %
AA100.1450.400.00000	ELECTIONS.CONTRACTUAL	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
AA100.1460.200.00000	RECORDS MANAGEMENT.CAPITAL.	1,350.00	1,350.00	0.00	952.80	397.20	29.42 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRA	10,583.00	10,583.00	2,242.70	5,481.43	5,101.57	48.21 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C	14,250.00	10,750.00	15.00	60.00	10,690.00	99.44 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	54,000.00	62,000.00	2,467.20	6,922.20	55,077.80	88.84 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	4,500.00	4,500.00	7.11	923.60	3,576.40	79.48 %
AA100.1620.403.00000	BUILDINGSTOWNHALL.CONTR.UT	45,300.00	45,300.00	2,200.80	15,683.24	29,616.76	65.38 %
AA100.1620.404.00000	BUILDINGSHIGHWAYBLDG.CONTR	57,200.00	57,200.00	6,672.81	25,094.89	32,105.11	56.13 %
AA100.1620.405.00000	BUILDINGSPARKS.CONTR.UTILITY.	34,950.00	34,950.00	2,939.11	10,490.75	24,459.25	69.98 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	28,548.00	28,548.00	58.95	6,261.37	22,286.63	78.07 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU	32,972.00	32,972.00	675.93	3,906.72	29,065.28	88.15 %
AA100.1680.100.00000	CENTRAL DATA PROCESSING.PERS	18,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
AA100.1680.200.00000	DATA PROCESSING CONTRACTUAL	50,000.00	50,000.00	3,120.99	24,099.66	25,900.34	51.80 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	42,600.00	42,600.00	936.23	13,195.18	29,404.82	69.03 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	113,000.00	108,000.00	2,123.00	25,811.88	82,188.12	76.10 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,350.00	1,350.00	0.00	1,350.00	0.00	0.00 %
AA100.1940.200.00000 AA100.1990.400.00000	PURCHASE OF LAND/RIGHT OF WA CONTINGENCY	0.00 100,000.00	0.00 78,714.00	0.00 0.00	26,000.00 0.00	-26,000.00 78,714.00	0.00 % 100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	27,500.00	27,500.00	0.00	6,196.54	21,303.46	77.47 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	99,423.00	94,423.00	5,591.00	8,639.97	85,783.03	90.85 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	23,353.00	23,353.00	0.00	23,353.00	0.00	0.00 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	2,400.00	2,400.00	0.00	587.50	1,812.50	75.52 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	235.00	235.00	0.00	0.00	235.00	100.00 %
AA100.4540.400.00000	AMBULANCE CONTRACTUAL	4,000.00	4,000.00	0.00	4,000.00	0.00	0.00 %
AA100.5010.110.00000	HIGHWAY SUPT.ELECTED	73,315.00	73,315.00	5,639.62	31,017.91	42,297.09	57.69 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	3,129.00	3,129.00	240.70	1,323.85	1,805.15	57.69 %
AA100.5010.130.00000	HIGHWAY.ACCOUNT CLERK	34,320.00	34,320.00	1,369.50	8,525.67	25,794.33	75.16 %
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	35,000.00	35,000.00	1,980.09	9,475.76	25,524.24	72.93 %
AA100.6410.410.00000	PUBLICITY.CONTRACTUAL	5,000.00	4,000.00	0.00	870.00	3,130.00	78.25 %
AA100.6410.420.00000	PUBLICITY.PARK	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR	50,000.00	50,000.00	0.00	660.00	49,340.00	98.68 %
AA100.7020.121.00000	RECREATION.DIRECTOR	26,531.00	6,126.00	0.00	6,122.52	3.48	0.06 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	5,460.00	5,460.00	0.00	0.00	5,460.00	100.00 %
AA100.7020.400.00000	RECREATION.CONTRACTUAL	1,800.00	1,800.00	1,314.03	1,479.70	320.30	17.79 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	43,500.00	46,335.00	3,734.03	19,330.19	27,004.81	58.28 %
AA100.7110.131.00000	LABORER SEASONAL.PERSONAL SE	31,916.00	31,916.00	1,092.00	1,092.00	30,824.00	96.58 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
AA100.7110.143.00000	PARK.LABORER P/T	13,566.00	13,566.00	1,550.40	5,436.09	8,129.91	59.93 %
AA100.7110.200.00000	PARK.CAPITAL.EQUIPMENT	3,500.00	3,500.00	0.00	1,987.27	1,512.73	43.22 %

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						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
AA100.7110.201.00000	PARK.CAPITAL IMPROVEMENT	363,140.00	363,140.00	53,035.38	54,616.94	308,523.06	84.96 %
AA100.7110.400.00000	PARK.CONTRACTUAL	80,800.00	80,800.00	7,495.06	11,754.60	69,045.40	85.45 %
AA100.7110.402.00000	PARK.TREE & LANDSCAPE	4,000.00	4,000.00	707.00	707.00	3,293.00	82.33 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEG	42,500.00	42,500.00	0.00	0.00	42,500.00	100.00 %
AA100.7140.142.00000	PLAYGROUND/RECREATION.SPECIA	14,400.00	31,970.00	1,395.00	3,680.42	28,289.58	88.49 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONT	1,450.00	1,450.00	690.73	690.73	759.27	52.36 %
AA100.7140.405.00000	RECREATION.CITY.PICKLEBALLCOU	23,000.00	24,546.00	0.00	0.00	24,546.00	100.00 %
AA100.7140.410.00000	PLAYGROUND/RECREATION.DAY C	15,000.00	15,000.00	0.00	15,000.00	0.00	0.00 %
AA100.7450.410.00000	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
AA100.7510.120.00000	HISTORIAN.PERSONAL SERVICES	3,247.00	3,247.00	0.00	811.75	2,435.25	75.00 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	600.00	600.00	45.04	82.04	517.96	86.33 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	4,000.00	4,000.00	0.00	2,000.00	2,000.00	50.00 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUA	10,000.00	9,000.00	38.84	355.41	8,644.59	96.05 %
AA100.8010.120.00000	PLANNER	0.00	47,500.00	3,653.84	20,096.12	27,403.88	57.69 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	20,760.00	20,760.00	1,847.25	5,643.63	15,116.37	72.81 %
AA100.8010.143.00000	ZONING.PLANNING AIDE	31,616.00	0.00	0.00	0.00	0.00	0.00 %
AA100.8010.144.00000	ZONINGOFFICE SPECIALIST I	38,480.00	38,480.00	2,955.38	14,230.13	24,249.87	63.02 %
AA100.8010.145.00000	ZONINGZONING INSP F/T	47,500.00	0.00	0.00	0.00	0.00	0.00 %
AA100.8010.200.00000	ZONING INSPECTOR.CAPITAL.EQUI	500.00	500.00	0.00	455.11	44.89	8.98 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUA	3,200.00	3,200.00	453.58	1,199.96	2,000.04	62.50 %
AA100.8020.120.00000	BOARD.PERSONAL SERVICES	13,750.00	13,750.00	0.00	3,437.50	10,312.50	75.00 %
AA100.8020.140.00000	STENOGRAPHER PT.PERSONAL SER	6,200.00	6,200.00	488.13	1,973.14	4,226.86	68.18 %
AA100.8020.150.00000	PLANNINGECB PERS SVCS BOARD	4,200.00	4,200.00	0.00	1,050.00	3,150.00	75.00 %
AA100.8020.160.00000	PLANNINGECB STENOGRAPHER	2,000.00	2,000.00	123.75	591.26	1,408.74	70.44 %
AA100.8020.400.00000	MISCELLANEOUS.CONTRACTUAL	23,000.00	23,000.00	2,044.32	4,485.03	18,514.97	80.50 %
AA100.8020.410.00000	ENGINEERING.CONTRACTUAL	10,000.00	10,000.00	390.00	1,460.00	8,540.00	85.40 %
AA100.8020.412.00000	PLANNING.COMP PLAN	3,500.00	3,500.00	0.00	18.99	3,481.01	99.46 %
AA100.8020.422.00000	PLANNING.OPEN SPACE & CONSER	17,500.00	15,000.00	0.00	0.00	15,000.00	100.00 %
AA100.8020.424.00000	PLANNING.MIXED USE OVERLAY PL	17,500.00	17,500.00	0.00	2,128.50	15,371.50	87.84 %
AA100.8020.428.00000	PLANNING.HISTORICAL SURVEY	13,500.00	13,500.00	986.00	3,428.76	10,071.24	74.60 %
AA100.8020.430.00000	PLANNINGMIDDLECHESHIRERD	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
AA100.8020.450.00000	ENVIRONMENTAL CONSULT BOAR	3,000.00	3,000.00	0.00	40.00	2,960.00	98.67 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS	5,401.00	5,401.00	0.00	1,350.25	4,050.75	75.00 %
AA100.8040.140.00000	ZONING BOARD OF APPEALS SECRE	1,591.00	1,591.00	0.00	35.00	1,556.00	97.80 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT	11,000.00	11,000.00	1,788.48	2,905.82	8,094.18	73.58 %
AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIPME	500.00	500.00	0.00	0.00	500.00	100.00 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON	59,725.00	59,725.00	4,448.53	21,449.46	38,275.54	64.09 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.P	20,780.00	20,780.00	1,551.23	7,517.50	13,262.50	63.82 %
AA100.8160.200.00000 AA100.8160.400.00000	WASTE & RECYCLING EQUIPMENT	0.00	11,740.00	0.00	11,740.00	0.00	0.00 %
AA100.8160.400.00000 AA100.8540.400.00000	WASTE & RECYCLING CONTRACTU DRAINAGE.CONTRACTUAL	85,100.00 2,500.00	85,100.00	6,229.14 0.00	19,351.05 0.00	65,748.95	77.26 % 100.00 %
AA100.8540.400.00000 AA100.8664.121.00000	CODE ENFORCEMENT	2,500.00 67,110.00	2,500.00 67,110.00	5,162.30	28,392.65	2,500.00 38,717.35	57.69 %
AA100.8664.122.00000	CODE ENFORCEMENT CODE ENFORCEMENT	16,975.00			5,783.40	•	65.93 %
AA100.8664.124.00000	CODE ENFORCEMENT CODE ENFORCEMENT	60,875.00	16,975.00 60,875.00	1,224.00 4,682.70	5,783.40 25,754.85	11,191.60 35,120.15	57.69 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQ	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU	7,315.00	7,315.00	469.69	1,904.19	5,410.81	73.97 %
AA100.8710.400.00000	CONSERVATION.CONTRACTUAL	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	15,000.00	12,500.00	0.00	0.00	12,500.00	100.00 %
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	29,000.00	29,000.00	0.00	22,748.00	6,252.00	21.56 %
AA100.9010.800.00000	NYS RETIREMENT	133,000.00	133,000.00	0.00	0.00	133,000.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	95,000.00	95,000.00	6,521.71	34,356.20	60,643.80	63.84 %
AA100.9040.800.00000	WORKERS COMPENSATION	58,300.00	58,300.00	0.00	58,300.00	0.00	0.00 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
AA100.9055.800.00000	DISABILITY INSURANCE	2,500.00	2,500.00	501.86	501.86	1,998.14	79.93 %
AA100.9060.810.00000	MEDICAL INSURANCE	178,500.00	178,500.00	26,170.18	65,425.45	113,074.55	63.35 %
AA100.9060.811.00000	DENTAL INSURANCE	11,500.00	11,500.00	1,827.86	4,569.65	6,930.35	60.26 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
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						Variance	
		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
		_	=	•	•	, ,	_
AA100.9060.830.00000	HSA ACCOUNT	44,500.00	44,500.00	0.00	0.00	44,500.00	100.00 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL HIGHWA	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST.HIGHWAY	85,113.00	85,113.00	0.00	0.00	85,113.00	100.00 %
	Expense Total:	3,947,434.00	3,919,434.00	239,736.93	1,038,100.77	2,881,333.23	73.51 %
Fund: A	AA100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-196,258.47	164,762.99	164,762.99	0.00 %
Fund: CL100 - LOCAL SOLID \	WASTF						
Revenue							
CL100.2655.00000	SALES - OTHER	0.00	0.00	130.00	190.00	190.00	0.00 %
CL100.9000.00000	APPROPRIATED FUND BALANCE	0.00	61,912.71	0.00	0.00	-61,912.71	100.00 %
	Revenue Total:	0.00	61,912.71	130.00	190.00	-61,722.71	99.69 %
Francis						,	
Expense CL100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C	0.00	42 211 EG	2 565 95	2 601 25	40 E20 21	93.79 %
CL100.1480.400.00000 CL100.8160.400.00000	WASTE & RECYCLING.CONTRACTU		43,211.56 18,701.15	2,565.85 298.50	2,681.35 1,525.68	40,530.21	
<u>CL100.8100.400.00000</u>	Expense Total:	0.00	61,912.71	2,864.35	4,207.03	17,175.47 57,705.68	91.84 % 93.20 %
	· _				<u> </u>		
Fund: CL10	0 - LOCAL SOLID WASTE Surplus (Deficit):	0.00	0.00	-2,734.35	-4,017.03	-4,017.03	0.00 %
Fund: CM100 - MISCELLANE	ous						
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	15,000.00	15,000.00	7,000.00	16,000.00	1,000.00	106.67 %
CM100.2401.00000	INTEREST & EARNINGS	400.00	400.00	0.00	0.00	-400.00	100.00 %
CM100.9000.00000	APPROPRIATE FUND BALANCE FOR	280,740.00	280,740.00	0.00	0.00	-280,740.00	100.00 %
	Revenue Total:	296,140.00	296,140.00	7,000.00	16,000.00	-280,140.00	94.60 %
Expense							
CM100.9901.900.00000	INTERFUND TRANSFER	296,140.00	296,140.00	0.00	0.00	296,140.00	100.00 %
	Expense Total:	296,140.00	296,140.00	0.00	0.00	296,140.00	100.00 %
Fund: CN	M100 - MISCELLANEOUS Surplus (Deficit):	0.00	0.00	7,000.00	16,000.00	16,000.00	0.00 %
Fund: DA100 - HIGHWAY							
Revenue							
DA100.1001.00000	REAL PROPERTY TAXES	865,000.00	865,000.00	0.00	865,000.00	0.00	0.00 %
DA100.1120.00000	NON PROPERTY SALES TAX	2,585,000.00	2,585,000.00	0.00	646,250.00	-1,938,750.00	75.00 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	135,000.00	135,000.00	0.00	70,024.50	-64,975.50	48.13 %
DA100.2665.00000	SALE OF EQUIPMENT	65,500.00	65,500.00	0.00	9,522.50	-55,977.50	85.46 %
DA100.2680.00000	INSURANCE RECOVERIES	0.00	0.00	0.00	2,000.00	2,000.00	0.00 %
DA100.3501.00000	NYS STATE AID CHIPS	298,000.00	258,139.00	0.00	0.00	-258,139.00	100.00 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FO	143,590.00	143,590.00	0.00	0.00	-143,590.00	100.00 %
DA100.9232.00000	HGWY IMPROVEMENT RESERVE FO	175,000.00	175,000.00	0.00	0.00	-175,000.00	100.00 %
	Revenue Total:	4,267,090.00	4,227,229.00	0.00	1,592,797.00	-2,634,432.00	62.32 %
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	25,000.00	25,000.00	3,260.00	4,010.00	20,990.00	83.96 %
DA100.1710.400.00000	HWY.CONTRACTUAL	14,350.00	14,350.00	910.42	3,106.33	11,243.67	78.35 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	525,000.00	525,000.00	64,476.52	136,526.92	388,473.08	73.99 %
DA100.5110.131.00000	GENERAL REPAIRS.VACATIONBUYB	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
DA100.5110.132.00000	GENERAL REPAIRS.RETIREEPAYOUT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
DA100.5110.400.00000	GENERAL REPAIRS.CONTRACTUAL	1,496,000.00	1,456,139.00	24,621.90	62,434.28	1,393,704.72	95.71 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	436,100.00	436,100.00	3,826.00	19,576.80	416,523.20	95.51 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL	236,850.00	145,604.09	8,662.64	52,845.91	92,758.18	63.71 %
DA100.5130.400.00101	MACHINERY.CONTRACTUAL.CAR #	0.00	1,205.98	1,006.28	1,205.98	0.00	0.00 %
DA100.5130.400.00105	MACHINERY.CONTRACTUAL.CAR #	0.00	711.41	711.41	711.41	0.00	0.00 %
DA100.5130.400.00106	MACHINERY.CONTRACTUAL.CAR #	0.00	72.99	0.00	72.99	0.00	0.00 %
DA100.5130.400.00107	MACHINERY.CONTRACTUAL.CAR #	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00108	MACHINERY.CONTRACTUAL.CAR #	0.00	3.29	3.29	3.29	0.00	0.00 %
DA100.5130.400.00109	MACHINERY.CONTRACTUAL.CAR #	0.00	3.29	3.29	3.29	0.00	0.00 %
DA100.5130.400.00111	MACHINERY.CONTRACTUAL.CAR#1	0.00	62.99	0.00	62.99	0.00	0.00 %
DA100.5130.400.00201	MACHINERY.CONTRACTUAL.TRUCK	0.00	13.11	0.00	13.11	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK	0.00	5,086.15	3,619.13	5,086.15	0.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK	0.00	10,748.97	0.00	10,748.97	0.00	0.00 %
DA100.5130.400.00205	MACHINERY.CONTRACTUAL.TRUCK	0.00	3,132.08	582.63	3,132.08	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK	0.00	21,869.57	8,396.92	21,869.57	0.00	0.00 %
DA100.5130.400.00208	MACHINERY.CONTRACTUAL.TRUCK	0.00	510.96	0.00	510.96	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,134.85	465.00	1,134.85	0.00	0.00 %
DA100.5130.400.00214	MACHINERY.CONTRACTUAL.TRUCK	0.00	5,974.27	167.12	5,974.27	0.00	0.00 %
DA100.5130.400.00215	MACHINERY.CONTRACTUAL.TRUCK	0.00	4,293.93	0.00	4,293.93	0.00	0.00 %
DA100.5130.400.00216	MACHINERY.CONTRACTUAL.TRUCK	0.00	169.84	0.00	169.84	0.00	0.00 %
DA100.5130.400.00217	MACHINERY.CONTRACTUAL.TRUCK	0.00	4,756.15	0.00	4,756.15	0.00	0.00 %
DA100.5130.400.00231	MACHINERY CONTRACTUAL TRUCK	0.00	1,291.87	0.00	1,291.87	0.00	0.00 %
DA100.5130.400.00236 DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK MACHINERY.CONTRACTUAL.TRUCK	0.00 0.00	718.87 1,036.60	141.01 59.50	718.87 1,036.60	0.00	0.00 % 0.00 %
DA100.5130.400.00237	MACHINERY.CONTRACTUAL.TRUCK	0.00	72.80	0.00	72.80	0.00	0.00 %
DA100.5130.400.00313	MACHINERY.CONTRACTUAL.TRUCK	0.00	376.34	250.94	376.34	0.00	0.00 %
DA100.5130.400.00320	MACHINERY.CONTRACTUAL.EXCAV	0.00	2,001.85	970.75	2,001.85	0.00	0.00 %
DA100.5130.400.00323	MACHINERY.CONTRACTUAL.BACKH	0.00	280.00	0.00	280.00	0.00	0.00 %
DA100.5130.400.00324	MACHINERY.CONTRACTUAL.EXCAV	0.00	1,068.37	180.59	1,068.37	0.00	0.00 %
DA100.5130.400.00326	MACHINERY.CONTRACTUAL.TRACT	0.00	5,854.59	5,350.01	5,854.59	0.00	0.00 %
DA100.5130.400.00340	MACHINERY.CONTRACTUAL.SWEE	0.00	2,192.26	0.00	2,192.26	0.00	0.00 %
DA100.5130.400.00350	MACHINERY.CONTRACTUAL.ROLLE	0.00	10,615.20	0.00	10,615.20	0.00	0.00 %
DA100.5130.400.00355	MACHINERY.CONTRACTUAL.DOZER	0.00	762.27	34.55	762.27	0.00	0.00 %
DA100.5130.400.00358	MACHINERY.CONTRACTUAL.TRAILE	0.00	44.98	0.00	44.98	0.00	0.00 %
DA100.5130.400.00360	MACHINERY.CONTRACTUAL.FORKL	0.00	1,380.61	0.00	1,380.61	0.00	0.00 %
DA100.5130.400.00361	MACHINERY.CONTRACTUAL.BACKH	0.00	403.55	218.59	403.55	0.00	0.00 %
DA100.5130.400.00363	MACHINERY.CONTRACTUAL.LOADE	0.00	291.00	24.30	291.00	0.00	0.00 %
DA100.5130.400.00364 DA100.5130.400.00365	MACHINERY.CONTRACTUAL.MOW MACHINERY.CONTRACTUAL.EXCAV	0.00 0.00	291.72 114.10	291.72 114.10	291.72 114.10	0.00	0.00 % 0.00 %
DA100.5130.400.00365	MACHINERY.CONTRACTUAL.EXCAV	0.00	89.02	0.00	89.02	0.00	0.00 %
DA100.5130.400.0244R	MACHINERY.CONTRACTUAL.TRUCK	0.00	2,589.08	1,383.21	2,589.08	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	220,750.00	220,750.00	15,280.92	62,318.85	158,431.15	71.77 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	425,000.00	425,000.00	0.00	260,438.35	164,561.65	38.72 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	415,000.00	415,000.00	1,530.55	334,471.51	80,528.49	19.40 %
DA100.9010.800.00000	NYS RETIREMENT	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	70,000.00	70,000.00	4,797.65	29,026.11	40,973.89	58.53 %
DA100.9040.800.00000	WORKERS COMPENSATION	41,340.00	41,340.00	0.00	41,340.00	0.00	0.00 %
DA100.9050.800.00000	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
DA100.9055.800.00000	DISABILITY INSURANCE	500.00	500.00	102.48	102.48	397.52	79.50 %
DA100.9060.810.00000	MEDICAL/DENTAL INSURANCE	138,000.00	138,000.00	17,609.14	45,111.55	92,888.45	67.31 %
DA100.9060.811.00000	DENTAL INSURANCE	13,000.00	13,000.00	1,827.86	4,672.70	8,327.30	64.06 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	307.68	1,538.40	2,461.60	61.54 %
DA100.9060.830.00000 DA100.9060.840.00000	HSA ACCOUNT	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
<u>DA100.9060.840.00000</u>	HOSPITAL/MEDICAL RETIREE BENE	26,200.00 4,267,090.00	26,200.00 4,227,229.00	3,148.50 174,336.60	7,789.16 1,156,555.26	18,410.84 3,070,673.74	70.27 % 72.64 %
Eur	nd: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-174,336.60	436,241.74	436,241.74	0.00 %
		0.00	0.00	174,330.00	730,271.74	730,241.74	J.UU /0
Fund: HH100 - CAPITAL PROJE Revenue	Cis						
HH100.3097.00018	STATE AID CAPITAL.SUCKER BROOK	0.00	0.00	31,340.41	31,340.41	31,340.41	0.00 %
HH100.5730.0026W	BOND ANTICIPATION NOTES.WATE	0.00	0.00	0.00	-7,570,500.00	-7,570,500.00	0.00 %
	Revenue Total:	0.00	0.00	31,340.41	-7,539,159.59	-7,539,159.59	0.00 %
Expense							
HH100.1380.400.0026W	FISCAL AGENT FEES.CONTRACTUAL	0.00	0.00	0.00	-50,000.00	50,000.00	0.00 %
HH100.1380.401.0026W	FISCAL AGENT FEES - EFC.WATER D	0.00	0.00	0.00	-220,145.00	220,145.00	0.00 %
HH100.1420.400.0026W	ATTORNEY.CONTRACTUAL.WATER	0.00	0.00	0.00	-125,000.00	125,000.00	0.00 %
HH100.1420.401.0026W	ATTORNEY.BOND COUNSEL.WATER	0.00	0.00	0.00	-25,000.00	25,000.00	0.00 %
HH100.1440.200.0026W	ENGINEERING.CAPITAL.EQUIPMEN	0.00	0.00	18,500.16	-815,569.80	815,569.80	0.00 %
HH100.1440.202.00025	ENGINEERING.CONSTRUCTION.OBS	0.00	0.00	0.00	336.00	-336.00	0.00 %
HH100.1989.200.0026W	ADMIN.CAPITAL.EQUIPMENT.WDT	0.00	0.00	0.00	-100,000.00	100,000.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
HH100.1997.200.0026W	CONTINGENCY.CAPITAL.EQUIP.WD	0.00	0.00	0.00	-557,000.00	557,000.00	0.00 %
HH100.8310.200.0026W	WATER ADMIN.CAP.EQUIP.WD UP	0.00	0.00	0.00	-2,800,500.00	2,800,500.00	0.00 %
HH100.8310.201.0026W	WATER ADMIN.ELECTRIC SERVICE F	0.00	0.00	0.00	-100,000.00	100,000.00	0.00 %
HH100.8310.202.0026W	WATER ADMIN.WATER PURCH.PU	0.00	0.00	0.00	-1,311,000.00	1,311,000.00	0.00 %
HH100.8310.203.0026W	WATER ADMIN.ELECTRIC SERVICE F	0.00	0.00	0.00	-625,000.00	625,000.00	0.00 %
HH100.8310.204.0026W	WATER ADMIN.TRANSMISSION MA	0.00	0.00	0.00	-515,500.00	515,500.00	0.00 %
HH100.8310.205.0026W	WATER ADMIN.GENERA &MOBILIZ	0.00	0.00	0.00	-216,000.00	216,000.00	0.00 %
	Expense Total:	0.00	0.00	18,500.16	-7,460,378.80	7,460,378.80	0.00 %
Fund: HH1	.00 - CAPITAL PROJECTS Surplus (Deficit):	0.00	0.00	12,840.25	-78,780.79	-78,780.79	0.00 %
Fund: SF450 - FIRE PROTECTI	ION						
Revenue							
<u>SF450.1001.00000</u>	REAL PROPERTY TAXES.FIRE PROTE	1,052,011.00	1,052,011.00	0.00	1,052,011.00	0.00	0.00 %
	Revenue Total:	1,052,011.00	1,052,011.00	0.00	1,052,011.00	0.00	0.00 %
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREE	1,052,011.00	1,052,011.00	0.00	1,052,011.00	0.00	0.00 %
	Expense Total:	1,052,011.00	1,052,011.00	0.00	1,052,011.00	0.00	0.00 %
Fund: SF	450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: SL700 - CENTERPOINT	LIGHTING DISTRICT						
Revenue							
<u>SL700.1001.00000</u>	REAL PROPERTY TAXES.CENTERPOI	3,800.00	3,800.00	0.00	3,800.00	0.00	0.00 %
SL700.9000.00000	APPROPRIATED FUND BALANCE FO	500.00	500.00	0.00	0.00	-500.00	100.00 %
	Revenue Total:	4,300.00	4,300.00	0.00	3,800.00	-500.00	11.63 %
Expense							
<u>SL700.5182.400.00000</u>	UTILITIES ELECTRICCENTERPOINT	4,300.00	4,300.00	117.73	640.47	3,659.53	85.11 %
	Expense Total:	4,300.00	4,300.00	117.73	640.47	3,659.53	85.11 %
Fund: SL700 - CENTERPO	INT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-117.73	3,159.53	3,159.53	0.00 %
Fund: SL705 - FOX RIDGE LIG	HTING DISTRICT						
Revenue	DEAL DRODERTY TAYES FOY DIDGE	0.500.00	0.000.00	0.00	0.600.00	0.00	0.00.0/
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE APPROPRIATED FUND BALANCE FO	8,600.00	8,600.00	0.00	8,600.00	0.00	0.00 %
<u>SL705.9000.00000</u>	Revenue Total:	2,000.00 10,600.00	2,000.00 10,600.00	0.00 0.00	0.00 8,600.00	-2,000.00 -2,000.00	100.00 % 18.87 %
_	Revenue Total.	10,000.00	10,000.00	0.00	8,000.00	-2,000.00	10.07 /0
Expense	LITHITIES ELECTRIC FOY RIDGE LIG	40.500.00	40.500.00	024.00	4 202 40	6 207 02	60.26.0/
<u>SL705.5182.400.00000</u>	UTILITIES ELECTRICFOX RIDGE LIG Expense Total:	10,600.00 10,600.00	10,600.00 10,600.00	834.00 834.00	4,202.18 4,202.18	6,397.82 6,397.82	60.36 % 60.36 %
Funds \$1.70E FOV BIE	DGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-834.00	4,397.82	4,397.82	0.00 %
		0.00	0.00	-854.00	4,337.62	4,597.62	0.00 %
Revenue	IEADOWS LIGHTING DISTRICT						
SL715.9000.00000	APPROPRIATED FUND BALANCE FO	300.00	300.00	0.00	0.00	-300.00	100.00 %
	Revenue Total:	300.00	300.00	0.00	0.00	-300.00	100.00 %
Expense							
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD M	300.00	300.00	20.14	108.82	191.18	63.73 %
	Expense Total:	300.00	300.00	20.14	108.82	191.18	63.73 %
Fund: SL715 - LAKEWOOI	D MEADOWS LIGHTING DISTRICT Surplus	0.00	0.00	-20.14	-108.82	-108.82	0.00 %
Fund: SL720 - FALLBROOK PA	•						
Revenue	and Editing District						
SL720.9000.00000	APPROPRIATED FUND BALANCE FO	1,400.00	1,400.00	0.00	0.00	-1,400.00	100.00 %
	Revenue Total:	1,400.00	1,400.00	0.00	0.00	-1,400.00	100.00 %
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA	1,400.00	1,400.00	115.31	490.26	909.74	64.98 %
	Expense Total:	1,400.00	1,400.00	115.31	490.26	909.74	64.98 %
Fund: SL720 - FALLBROOK	PARK LIGHTING DISTRICT Surplus (Defici	0.00	0.00	-115.31	-490.26	-490.26	0.00 %

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						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	
Fund: SS800 - SANITARY SEV	WER	Total Dauget	Total Buaget	Activity	Activity	(Omavorable)	remaining
Revenue	ven						
<u>SS800.1030.00000</u>	SPECIAL ASSESSMENTSPURDY/M	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
	Revenue Total:	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
Expense							
SS800.9710.600.00000	SERIAL BONDS.PRINCIPAL.PURDY/	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
	Expense Total:	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
Fund: SS	S800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	0.00	18,210.00	18,210.00	0.00 %
Fund: SW500 - CANANDAIG	UA CONSOLIDATED WATER DISTRICT						
Revenue	DEAL DRODERTY TAYES CANDON C	475 000 00	475 000 00	0.00	475 000 00	0.00	0.00.0/
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA C	475,000.00	475,000.00	0.00	475,000.00	0.00	0.00 %
<u>SW500.2140.00000</u> SW500.2142.00000	WATER RENTS.CANDGA CONS WD WATER METER SALES.CANDGA CO	675,000.00 2,000.00	675,000.00 2,000.00	150,995.01 76.25	158,387.49 11,070.70	-516,612.51 9,070.70	76.54 % 553.54 %
SW500.2144.00000	WATER METER SALES.CANDGA CO WATER SERVICES.CANDGA CONS	10,000.00	10,000.00	5,225.00	13,430.00	3,430.00	
SW500.2148.00000	PENALTY ON WATER.CANDGA CON	5,000.00	5,000.00	548.00	677.17	-4,322.83	
SW500.3991.00000	ST AID. WATER CAP PROJECT.CAND	750,000.00	750,000.00	0.00	0.00	-750,000.00	
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C	24,820.00	24,820.00	0.00	0.00	-24,820.00	
<u>3W300.3031.00000</u>	Revenue Total:	1,941,820.00	1,941,820.00	156,844.26	658,565.36	-1,283,254.64	
Expense		_,,, :_,,	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	200,0120	000,000.00	_,	70.00
SW500.1380.400.00000	FISCAL AGENT FEES.CANDGA CONS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
SW500.1910.400.00000	UNALLOCATED INS.CONTRACTUAL.	7,190.00	7,190.00	0.00	0.00	7,190.00	
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN	161,304.00	142,144.00	0.00	0.00	142,144.00	
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN	25,000.00	25,000.00	1,923.08	10,576.94	14,423.06	
SW500.8310.121.00000	OFFICE SPECIALIST I.CDGA CONS W	0.00	17,160.00	1,320.00	5,917.31	11,242.69	
SW500.8310.131.00000	WATER ADMIN.MEO.CANDGA CON	155,000.00	155,000.00	12,918.44	60,593.91	94,406.09	60.91 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDG	57,500.00	57,500.00	0.00	1,361.21	56,138.79	97.63 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CA	2,000.00	2,000.00	40.14	252.35	1,747.65	87.38 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA	10,000.00	10,000.00	1,110.00	2,460.00	7,540.00	75.40 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C	35,500.00	35,500.00	953.25	7,371.05	28,128.95	79.24 %
SW500.8310.423.00000	WATER ADMIN. VEHICLE & REPAIR.	5,000.00	5,000.00	75.80	773.67	4,226.33	84.53 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES.	2,000.00	2,000.00	0.00	605.00	1,395.00	69.75 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN	125,000.00	125,000.00	840.00	60,531.40	64,468.60	51.57 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDG	425,000.00	425,000.00	16,050.20	200,919.62	224,080.38	52.72 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN	51,000.00	51,000.00	4,397.19	13,985.11	37,014.89	72.58 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA	155,000.00	155,000.00	8,198.44	40,595.18	114,404.82	
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP.	332,360.00	332,360.00	148,191.54	431,581.21	-99,221.21	
SW500.8397.400.00000	WATER CAPITAL PROJECTS.CONT.C	321,966.00	321,966.00	57,064.29	117,481.07	204,484.93	
SW500.9010.800.00000	NYS RETIREMENTCANDGA CONS	17,000.00	17,000.00	0.00	0.00	17,000.00	
SW500.9030.800.00000	SOCIAL SECURITYCANDGA CONS	16,640.00	16,640.00	1,119.20	5,985.74	10,654.26	
SW500.9040.800.00000	WORKERS COMPENSATIONCAND	6,360.00	6,360.00	0.00	6,280.00	80.00	
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN	500.00	500.00	0.00	0.00	500.00	
SW500.9055.800.00000	DISABILITY INSURANCECANDGA	100.00	100.00	21.96	21.96	78.04	
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.C	17,900.00	17,900.00	2,356.76	5,891.90	12,008.10	
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CON	1,500.00	1,500.00	232.14	580.35	919.65	
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B	0.00	2,000.00	153.84	692.28	1,307.72	
<u>SW500.9060.830.00000</u>	HOSPITAL/MEDICAL INS.HSA ACCO Expense Total:	9,500.00 1,941,820.00	9,500.00 1,941,820.00	0.00 256,966.27	0.00 974,457.26	9,500.00 967,362.74	
Fired, CIMEDO CANIANDA	· _				•		
	IGUA CONSOLIDATED WATER DISTRICT S	0.00	0.00	-100,122.01	-315,891.90	-315,891.90	0.00 %
Fund: SW505 - CANANDAIG	UA BRISTOL JOINT WATER DISTRICT						
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR	3,254.00	3,254.00	0.00	3,254.00	0.00	0.00 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI	17,712.00	17,712.00	0.00	17,712.00	0.00	0.00 %
SW505.2770.00000	MISCELLANEOUS INCOME	49,019.00	49,019.00	0.00	49,019.31	0.31	
	Revenue Total:	69,985.00	69,985.00	0.00	69,985.31	0.31	0.00 %
Expense		-	-		-		
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT.	3,384.00	3,384.00	0.00	0.00	3,384.00	100.00 %
		-,5555	2,3000	0.00	0.00	3,3300	

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						Variance	,,
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW505.9710.600.00000	SERIAL BONDS BRISTOL.PRINCIPAL.	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
SW505.9710.700.00000	SERIAL BONDS BRISTOL.INTEREST.C	41,525.00	41,525.00	0.00	0.00	41,525.00	100.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDG	5,076.00	5,076.00	0.00	0.00	5,076.00	100.00 %
- 1000	Expense Total:	69,985.00	69,985.00	0.00	0.00	69,985.00	100.00 %
	IGUA BRISTOL JOINT WATER DISTRICT Su	0.00	0.00	0.00	69,985.31	69,985.31	0.00 %
Revenue	TS.CANDGA-FARMINGTON WD						
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA	181,703.00	181,703.00	0.00	181,703.00	0.00	0.00 %
	Revenue Total:	181,703.00	181,703.00	0.00	181,703.00	0.00	0.00 %
Expense							
SW515.8350.400.00000	COMMON WATER.CONTRACTUAL.	181,703.00	181,703.00	0.00	181,990.17	-287.17	-0.16 %
	Expense Total:	181,703.00	181,703.00	0.00	181,990.17	-287.17	-0.16 %
Fund: SW515 - INVESTME	NTS.CANDGA-FARMINGTON WD Surplus	0.00	0.00	0.00	-287.17	-287.17	0.00 %
Fund: SW520 - ANDREWS - I Revenue	NORTH ROAD WATER DISTRICT						
SW520.1001.00000	REAL PROPERTY TAXES.ANDREWS -	18,106.00	18,106.00	0.00	18,106.00	0.00	0.00 %
	Revenue Total:	18,106.00	18,106.00	0.00	18,106.00	0.00	0.00 %
Expense							
SW520.8350.400.00000	COMMON WATER.CONT.ANDREW	7,500.00	7,500.00	0.00	5,698.00	1,802.00	24.03 %
SW520.9710.600.00000	SERIAL BONDS.PRINCIPAL.ANDREW	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
SW520.9710.700.00000	SERIAL BONDS.INTEREST.ANDREW	606.00	606.00	0.00	606.00	0.00	0.00 %
	Expense Total:	18,106.00	18,106.00	0.00	16,304.00	1,802.00	9.95 %
Fund: SW520 - ANDREWS	S - NORTH ROAD WATER DISTRICT Surplu	0.00	0.00	0.00	1,802.00	1,802.00	0.00 %
Fund: SW525 - MCINTYRE Re Revenue	OAD WATER DISTRICT						
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE	7,855.00	7,855.00	0.00	7,855.00	0.00	0.00 %
	Revenue Total:	7,855.00	7,855.00	0.00	7,855.00	0.00	0.00 %
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT.	776.00	776.00	0.00	0.00	776.00	100.00 % 100.00 %
SW525.9710.600.00000 SW525.9710.700.00000	SERIAL BONDS.PRINCIPAL.MCINTY SERIAL BONDS.INTEREST.MCINTYR	2,000.00 3,914.00	2,000.00 3,914.00	0.00 0.00	0.00 0.00	2,000.00 3,914.00	100.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,165.00	1,165.00	0.00	0.00	1,165.00	100.00 %
	Expense Total:	7,855.00	7,855.00	0.00	0.00	7,855.00	100.00 %
Fund: SW525 - MCINTYRE	ROAD WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	7,855.00	7,855.00	0.00 %
Fund: SW530 - EMERSON AL	LLEN TOWNLINE RD WATER DISTRICT						
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON	19,000.00	19,000.00	0.00	19,000.00	0.00	0.00 %
	Revenue Total:	19,000.00	19,000.00	0.00	19,000.00	0.00	0.00 %
Expense							
SW530.8350.400.00000	COMMON WATER.CONTRACTUAL.	5,918.00	5,918.00	0.00	4,440.00	1,478.00	24.97 %
SW530.9710.600.00000	SERIAL BONDS.PRINCIPAL.EMERSO	6,000.00	6,000.00	0.00	6,000.00	0.00	0.00 %
SW530.9710.700.00000	SERIAL BONDS.INTEREST.EMERSON	7,082.00	7,082.00	0.00	7,082.00	0.00	0.00 %
	Expense Total:	19,000.00	19,000.00	0.00	17,522.00	1,478.00	7.78 %
Fund: SW530 - EMERSON	ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.00	1,478.00	1,478.00	0.00 %
Fund: SW535 - EX 36 - COUN Revenue	NTY ROAD #30 WATER DISRICT						
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO	17,500.00	17,500.00	0.00	17,500.00	0.00	0.00 %
	Revenue Total:	17,500.00	17,500.00	0.00	17,500.00	0.00	0.00 %
Expense							
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30	1,836.00	1,836.00	0.00	0.00	1,836.00	100.00 %
SW535.9710.600.00000 SW535.9710.700.00000	SERIAL BONDS.PRINCIPAL.EX 36 - C SERIAL BONDS.INTEREST.CO RD #3	5,000.00 9,475.00	5,000.00 9,475.00	0.00 0.00	0.00 0.00	5,000.00 9,475.00	100.00 % 100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,189.00	1,189.00	0.00	0.00	1,189.00	100.00 %
	Expense Total:	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
Fund: SW535 - EX 36 - CO	OUNTY ROAD #30 WATER DISRICT Surplus	0.00	0.00	0.00	17,500.00	17,500.00	0.00 %
Fund: SW540 - HOPKINS GR	IMBLE WATER DISTRICT						
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS G	11,000.00	11,000.00	0.00	11,000.00	0.00	0.00 %
SW540.9000.00000	APPROPRIATED FUND BALANCE FO	3,647.00	3,647.00	0.00	0.00	-3,647.00	100.00 %
	Revenue Total:	14,647.00	14,647.00	0.00	11,000.00	-3,647.00	24.90 %
Expense							
SW540.8340.400.00000	SERVICES & MAIN.CONT.HOPKINS	1,604.00	1,604.00	0.00	0.00	1,604.00	100.00 %
<u>SW540.9710.600.00000</u> SW540.9710.700.00000	SERIAL BONDS.PRINCIPAL.HOPKINS SERIAL BONDS.INTEREST.HOPKINS	5,000.00 5,638.00	5,000.00 5,638.00	0.00 0.00	0.00	5,000.00 5,638.00	100.00 % 100.00 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	2,405.00	2,405.00	0.00	0.00	2,405.00	100.00 %
	Expense Total:	14,647.00	14,647.00	0.00	0.00	14,647.00	100.00 %
Fund: SW540 - HOPKINS (GRIMBLE WATER DISTRICT Surplus (Defici	0.00	0.00	0.00	11,000.00	11,000.00	0.00 %
Fund: SW545 - INVESTMENT Revenue	TS.HICKOX ROAD WATER DISTRICT						
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX RO	3,400.00	3,400.00	0.00	3,400.00	0.00	0.00 %
	Revenue Total:	3,400.00	3,400.00	0.00	3,400.00	0.00	0.00 %
Expense							
SW545.8340.440.00000	SERVICES & MAINTENANCE.HICKO	379.00	379.00	0.00	0.00	379.00	100.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	3,021.00	3,021.00	0.00	0.00	3,021.00	100.00 %
	Expense Total:	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
Fund: SW545 - INVESTMI	ENTS.HICKOX ROAD WATER DISTRICT Sur	0.00	0.00	0.00	3,400.00	3,400.00	0.00 %
Fund: SW550 - INVESTMENT Revenue	rs.nott RD ext 40						
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX	6,682.00	6,682.00	0.00	6,682.00	0.00	0.00 %
	Revenue Total:	6,682.00	6,682.00	0.00	6,682.00	0.00	0.00 %
Expense							
SW550.8340.400.00000	SERVICES & MAINTENANCE.CONTR	967.00	967.00	0.00	0.00	967.00	100.00 %
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD	2,015.00	2,015.00	0.00	0.00	2,015.00	100.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	700.00	700.00	0.00	0.00	700.00	100.00 %
E . I CIMEEO INIVECTE	Expense Total:	6,682.00	6,682.00	0.00	0.00	6,682.00	100.00 %
	MENTS.NOTT RD EXT 40 Surplus (Deficit):	0.00	0.00	0.00	6,682.00	6,682.00	0.00 %
Fund: SW555 - CO RD 32 EX Revenue	·						
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 E	12,500.00	12,500.00	0.00	12,500.00	0.00	0.00 %
	Revenue Total:	12,500.00	12,500.00	0.00	12,500.00	0.00	0.00 %
Expense							
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32	1,235.00	1,235.00	0.00	0.00	1,235.00	100.00 %
SW555.9795.900.00000	INTERFUND LOANCO RD 32 WAT	10,536.00	10,536.00	0.00	0.00	10,536.00	100.00 %
<u>SW555.9903.900.00000</u>	TRANSFER/WATER-MAINTENANCE.	729.00	729.00 12,500.00	0.00 0.00	0.00	729.00 12,500.00	100.00 % 100.00 %
Founds CIMETE CO. DE CO.	Expense Total:	12,500.00			0.00		
Funa: 5W555 - CO RD 32	EXT #41, WATER DISTRICT Surplus (Defici	0.00	0.00	0.00	12,500.00	12,500.00	0.00 %
	Report Surplus (Deficit):	0.00	0.00	-454,698.36	375,398.42	375,398.42	0.00 %

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Group Summary

				`	or oak oar	a. y
	Original	Current	Period	Fiscal	Variance Favorable	Percent
Account Type	Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Fund: AA100 - GENERAL FUND						
Revenue	3,947,434.00	3,919,434.00	43,478.46	1,202,863.76	-2,716,570.24	69.31 %
Expense	3,947,434.00	3,919,434.00	239,736.93	1,038,100.77	2,881,333.23	73.51 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-196,258.47	164,762.99	164,762.99	0.00 %
Fund: CL100 - LOCAL SOLID WASTE						
Revenue	0.00	61,912.71	130.00	190.00	-61,722.71	99.69 %
Expense	0.00	61,912.71	2,864.35	4,207.03	57,705.68	93.20 %
Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):	0.00	0.00	-2,734.35	-4,017.03	-4,017.03	0.00 %
Fund: CM100 - MISCELLANEOUS						
Revenue	296,140.00	296,140.00	7,000.00	16,000.00	-280,140.00	94.60 %
Expense	296,140.00	296,140.00	0.00	0.00	296,140.00	
Fund: CM100 - MISCELLANEOUS Surplus (Deficit):	0.00	0.00	7,000.00	16,000.00	16,000.00	0.00 %
Fund: DA100 - HIGHWAY						
Revenue	4,267,090.00	4,227,229.00	0.00	1,592,797.00	-2,634,432.00	62.32 %
Expense	4,267,090.00 0.00	4,227,229.00 0.00	174,336.60	1,156,555.26 436,241.74	3,070,673.74	72.64 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	0.00	0.00	-174,336.60	430,241.74	436,241.74	0.00 %
Fund: HH100 - CAPITAL PROJECTS	0.00	0.00	24 242 44	7 500 450 50	7 500 450 50	0.00.0/
Revenue	0.00	0.00	31,340.41	-7,539,159.59	-7,539,159.59	0.00 %
Expense Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	0.00 0.00	0.00	18,500.16 12,840.25	-7,460,378.80 - 78,780.79	7,460,378.80 - 78,780.79	0.00 %
	0.00	0.00	12,040.23	-70,700.75	-76,760.75	0.00 /6
Fund: SF450 - FIRE PROTECTION	1 052 011 00	1.052.011.00	0.00	1 052 011 00	0.00	0.00.0/
Revenue Expense	1,052,011.00 1,052,011.00	1,052,011.00 1,052,011.00	0.00 0.00	1,052,011.00 1,052,011.00	0.00	0.00 % 0.00 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
	0.00	0.00	0.00	0.00	0.00	0.00 /0
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Revenue	4,300.00	4,300.00	0.00	3,800.00	-500.00	11.63 %
Expense	4,300.00	4,300.00	117.73	640.47	3,659.53	85.11 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-117.73	3,159.53	3,159.53	
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT				•	•	
Revenue	10,600.00	10,600.00	0.00	8,600.00	-2,000.00	18.87 %
Expense	10,600.00	10,600.00	834.00	4,202.18	6,397.82	60.36 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	0.00	0.00	-834.00	4,397.82	4,397.82	0.00 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	300.00	300.00	0.00	0.00	-300.00	100.00 %
Expense	300.00	300.00	20.14	108.82	191.18	63.73 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus	0.00	0.00	-20.14	-108.82	-108.82	0.00 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,400.00	1,400.00	0.00	0.00	-1,400.00	100.00 %
Expense	1,400.00	1,400.00	115.31	490.26	909.74	64.98 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici	0.00	0.00	-115.31	-490.26	-490.26	0.00 %
Fund: SS800 - SANITARY SEWER						
Revenue	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
Expense	18,210.00	18,210.00	0.00	0.00	18,210.00	100.00 %
Fund: SS800 - SANITARY SEWER Surplus (Deficit):	0.00	0.00	0.00	18,210.00	18,210.00	0.00 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,941,820.00	1,941,820.00	156,844.26	658,565.36	-1,283,254.64	66.09 %
Expense	1,941,820.00	1,941,820.00	256,966.27	974,457.26	967,362.74	
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S	0.00	0.00	-100,122.01	-315,891.90	-315,891.90	0.00 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	69,985.00	69,985.00	0.00	69,985.31	0.31	0.00 %
Expense	69,985.00	69,985.00	0.00	0.00	69,985.00	
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su	0.00	0.00	0.00	69,985.31	69,985.31	0.00 %

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					Variance	_
Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent
••	Total Buuget	Total Buuget	Activity	Activity	(Olliavolable)	Kemaning
Fund: SW515 - INVESTMENTS.CANDGA-FARMINGTON WD	404 702 00	104 702 00	0.00	404 702 00	0.00	0.00.0/
Revenue	181,703.00	181,703.00	0.00	181,703.00	0.00	0.00 %
Expense	181,703.00	181,703.00	0.00	181,990.17	-287.17	-0.16 %
Fund: SW515 - INVESTMENTS.CANDGA-FARMINGTON WD Surplus	0.00	0.00	0.00	-287.17	-287.17	0.00 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue	18,106.00	18,106.00	0.00	18,106.00	0.00	0.00 %
Expense	18,106.00	18,106.00	0.00	16,304.00	1,802.00	9.95 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplu	0.00	0.00	0.00	1,802.00	1,802.00	0.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	7,855.00	7,855.00	0.00	7,855.00	0.00	0.00 %
Expense	7,855.00	7,855.00	0.00	0.00	7,855.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit)	0.00	0.00	0.00	7,855.00	7,855.00	0.00 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	19,000.00	19,000.00	0.00	19,000.00	0.00	0.00 %
Expense	19,000.00	19,000.00	0.00	17,522.00	1,478.00	7.78 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	0.00	0.00	0.00	1,478.00	1,478.00	0.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISRICT						
Revenue	17,500.00	17,500.00	0.00	17,500.00	0.00	0.00 %
Expense	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISRICT Surplus	0.00	0.00	0.00	17,500.00	17,500.00	0.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	14,647.00	14,647.00	0.00	11,000.00	-3,647.00	24.90 %
Expense	14,647.00	14,647.00	0.00	0.00	14,647.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici	0.00	0.00	0.00	11,000.00	11,000.00	0.00 %
Fund: SW545 - INVESTMENTS.HICKOX ROAD WATER DISTRICT						
Revenue	3,400.00	3,400.00	0.00	3,400.00	0.00	0.00 %
Expense	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
Fund: SW545 - INVESTMENTS.HICKOX ROAD WATER DISTRICT Sur	0.00	0.00	0.00	3,400.00	3,400.00	0.00 %
Fund: SW550 - INVESTMENTS.NOTT RD EXT 40				·	•	
Revenue	6,682.00	6,682.00	0.00	6,682.00	0.00	0.00 %
Expense	6,682.00	6,682.00	0.00	0.00	6,682.00	100.00 %
Fund: SW550 - INVESTMENTS.NOTT RD EXT 40 Surplus (Deficit):	0.00	0.00	0.00	6,682.00	6,682.00	0.00 %
	0.00	0.00	5.55	2,002.00	3,002.00	2.00 /0
Fund: SW555 - CO RD 32 EXT #41, WATER DISTRICT	13 500 00	12 500 00	0.00	13 500 00	0.00	0.00 %
Revenue	12,500.00	12,500.00 12,500.00	0.00 0.00	12,500.00 0.00	0.00	0.00 % 100.00 %
Expense Fund: SW555 - CO RD 32 EXT #41, WATER DISTRICT Surplus (Defici	12,500.00 0.00	0.00	0.00	12,500.00	12,500.00 12,500.00	0.00 %
=				<u> </u>		
Report Surplus (Deficit):	0.00	0.00	-454,698.36	375,398.42	375,398.42	0.00 %

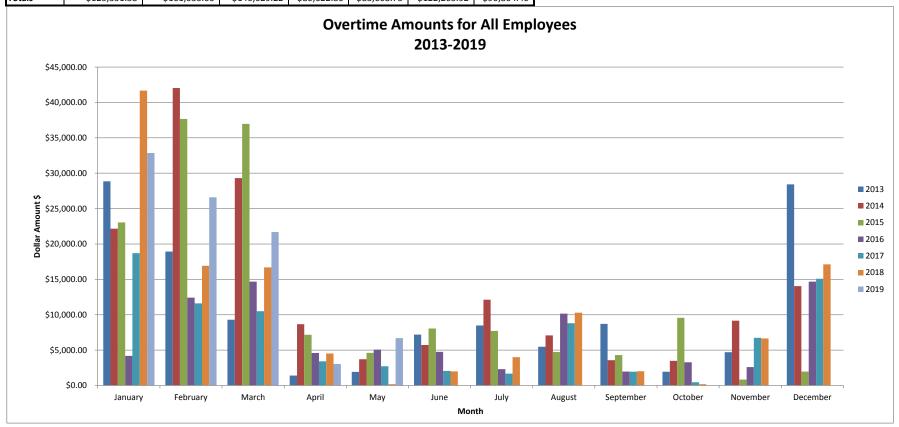
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Fund Summary

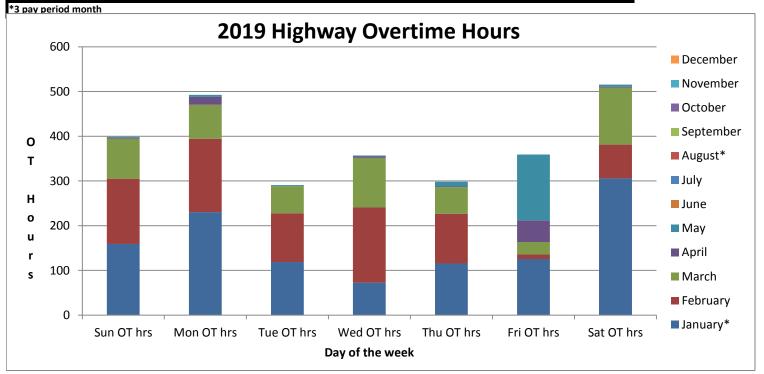
Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	0.00	-196,258.47	164,762.99	164,762.99
CL100 - LOCAL SOLID WASTE	0.00	0.00	-2,734.35	-4,017.03	-4,017.03
CM100 - MISCELLANEOUS	0.00	0.00	7,000.00	16,000.00	16,000.00
DA100 - HIGHWAY	0.00	0.00	-174,336.60	436,241.74	436,241.74
HH100 - CAPITAL PROJECTS	0.00	0.00	12,840.25	-78,780.79	-78,780.79
SF450 - FIRE PROTECTION	0.00	0.00	0.00	0.00	0.00
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	-117.73	3,159.53	3,159.53
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	-834.00	4,397.82	4,397.82
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	-20.14	-108.82	-108.82
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	-115.31	-490.26	-490.26
SS800 - SANITARY SEWER	0.00	0.00	0.00	18,210.00	18,210.00
SW500 - CANANDAIGUA CONSOLI	0.00	0.00	-100,122.01	-315,891.90	-315,891.90
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	0.00	69,985.31	69,985.31
SW515 - INVESTMENTS.CANDGA-I	0.00	0.00	0.00	-287.17	-287.17
SW520 - ANDREWS - NORTH ROAI	0.00	0.00	0.00	1,802.00	1,802.00
SW525 - MCINTYRE ROAD WATER	0.00	0.00	0.00	7,855.00	7,855.00
SW530 - EMERSON ALLEN TOWNL	0.00	0.00	0.00	1,478.00	1,478.00
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	0.00	17,500.00	17,500.00
SW540 - HOPKINS GRIMBLE WATE	0.00	0.00	0.00	11,000.00	11,000.00
SW545 - INVESTMENTS.HICKOX RI	0.00	0.00	0.00	3,400.00	3,400.00
SW550 - INVESTMENTS.NOTT RD	0.00	0.00	0.00	6,682.00	6,682.00
SW555 - CO RD 32 EXT #41, WATI	0.00	0.00	0.00	12,500.00	12,500.00
Report Surplus (Deficit):	0.00	0.00	-454,698.36	375,398.42	375,398.42

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	2013	2014	2015	2016	2017	2018	2019
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58	\$18,707.18	\$41,679.61	\$32,857.11
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13	\$11,601.64	\$16,910.89	\$26,602.24
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85	\$10,491.75	\$16,677.83	\$21,675.11
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14	\$3,402.95	\$4,524.16	\$3,033.55
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51	\$178.52	\$6,696.39
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55	\$1,984.64	
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52	\$4,001.48	
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31	\$10,281.09	
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	\$1,940.93	\$2,009.68	
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	\$459.55	\$173.01	
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	\$6,743.01	\$6,656.18	
December	\$28,423.96	\$14,038.96	\$1,957.16	\$14,667.81	\$15,086.85	\$17,126.83	
Totals	\$125,331.58	\$161,033.60	\$146,629.22	\$80,622.86	\$83,668.75	\$122,203.92	\$90,864.40



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January*	159.25	230.25	118.75	72.75	115.5	125.5	305.75
February	145.75	164	109	168	111.25	10	75.5
March	89.75	76.25	60.5	110.75	59.25	28	127.5
April	2	17.5	0	3.5	1.5	48.75	2.25
May	2	4.5	2.5	2	10.75	146.75	4.5
June	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0
August*	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0
	398.75	492.50	290.75	357.00	298.25	359.00	515.50



ATTACHMENT 2

Town of Canandaigua

5440 Routes 5 & 20 West Canandaigua, NY 14424

ORDINANCE COMMITTEE

Monday, June 3, 2019 at 9:00 AM

Rev. 6/7/2019

MEETING AGENDA

MEETING CALLED BY: GARY DAVIS

BOARD MEMBERS: GARY DAVIS TOM SCHWARTZ ERIC COOPER

BOB HILLIARD SARAH REYNOLDS JOHN CASEY

SECRETARY: ERIC COOPER

GUESTS: KEVIN REYNOLDS CATHY MENIKOTZ DOUG FINCH

TERRY FENNELLY

PRIVILEGE OF THE FLOOR

- Doug Finch was granted the floor to discuss a potential proposal to regulate the Strategic Farmland Protection Area and Strategic Forest Prevention Area as called out in the Town's Agriculture Enhancement Plan and Open Space, Conservation and Scenic Views Master Plan, respectively.
 - The need for protection is based within those plans, but, in short, it relates to development pressure in areas of the Town with significant natural and irreplaceable resources like Valuable Farmland and Woodland.
 - The proposal in concept was for an Environmental Protection Overlay District (EPOD).
 - Similar zoning regulations are in place in Webster, Penfield, Irondequoit, and a number of communities in the Hudson Valley area.
 - o Some regulation is necessary to add "teeth" to the current protection areas.
- The Ordinance Committee recognized the potential value, and will explore the concept.

COMMITTEE BUSINESS

- Agricultural Enhancement Act
 - Ontario County brought to discussion a number of potential concerns regarding commercial establishments on farms whether related to the farm use or not. The Committee feels comfortable with current zoning regulation of on farm commercial establishments and has decided not to revise.
 - Small changes were suggested to the Draft Local Law, relating to certain definitions and word usage.
 - o Committee comfortable moving Draft Local Law to the Town Board in July for an August Public Hearing.

Next Meeting: June 19, 2019 @ 9:00 am

- **To discuss:** MUO Revisions

Adjournment @ 10:45 am

ATTACHMENT 3

Town of Canandaigua

5440 Route 5 & 20 West Canandaigua, NY 14424 (585) 394-3300 FAX (585) 394-9476

Established 1789

MEMO

DATE: May 30, 2019

TO: Doug Finch, Town Manager

FROM: Chuck Oyler, Chairman of the Town Drainage Advisory Committee

RE: Committee's Drainage Issue Spreadsheet

Doug, as you are well aware, the Town Drainage Advisory Committee has been actively developing and amending a spreadsheet describing the drainage issues that have been brought to the Town's attention from various sources including a list you provided the DAC resulting from the July 2017 heavy rain event, residents attending committee meetings, site visits and subsequent concerns brought to Town staff's attention. The spreadsheet describes the property of concern, the property owner, the drainage concern and any notes pertinent to the issue.

Fortunately for an extended period of time, no storm events have caused additional storm water issues of the magnitude to be tracked by the Committee and we are is a position to submit to you and the Town Board the current list of addresses that we have been monitoring. This list will remain active and additional properties will be added and investigated as received.

I refer to the spreadsheet as our "scorecard" and it has enabled us to locate, describe and track progress made on relieving the reported issues. Moving forward I see the DAC using the spreadsheet as a resource to prioritize, design and seek public and private funding required to resolve these and any other issues that may develop.

Hopefully, you and the Town Board will find the document helpful and give you an idea of the magnitude of documented drainage issues in the Town.



Needs County involvement.

Issue has been resolved.

1							ould not be relied upon as containing any findings or conclusions about the cause or extent of any drainage issues.	
	ID	ADDRESS	STREET	Owner Last Name	Owner First Name	ISSUE	NOTES	
	01					· · · · · · · · · · · · · · · · · · ·		
			Bedford Drive	Gallahan			Property owner claims insufficient or misplaced drainage structure.	
	03	4858	Bedford Drive	Fuge	Karl & Barbara	Sheet flow from rear of home Across driveway and into basement windows.	Property owner's responsibility.	
	04	4970	Butler Road	Lynch	Michael & Nancy	Overtopping Roadway during large rain events - Water course & culvert.	Pipe size needs to be checked. Permit and easements required to clean stream.	
	05	3284	County Road 16	Powers	James & Bonita	Property down-grade from wetlands - water issues during storm events.	Springs upland, homeowner took action to drain property.	
	06	3456	County Road 16	Russell	Daniel & Suzanne	During heavy storm events large quantity of flow from properties above.		
	07	3457	County Road 16	Vail	Marcus & Christine	During heavy storm events flow across roadway, claims blocked and under-maintained culvert. Possible culvert maintenance by County may resolve. Further study needed.		
	08	3464	County Road 16	Cohen	Bradley	Claims roadside swales and culverts blocked - heavy events flow across roadway.	Possible culvert maintenance by County may resolve. Further study needed.	
	09	3476	County Road 16	Muehe	Martin & Kimberly	Claims roadside swales and culverts blocked - heavy events flow across roadway.	Possible culvert maintenance by County may resolve. Further study needed.	
Courty Proof Section	10	3537	County Road 16	Torrens	Donna	Minor flow across road during heavy events.	Possible culvert maintenance by County may resolve. Further study needed.	
	11	3545	County Road 16	Ray	Michael S.	Sheet Flow across Co Rd 16 into front door.	Possible culvert maintenance by County may resolve. Further study needed.	
	12	3548	County Road 16	Zahn	Scott & Mary	Claims undersized culvert under Co Rd 16 - causes sheet flow across roadway.	Possible culvert maintenance by County may resolve. Further study needed.	
	13	3734	County Road 16	Alfano	John S.	Sheet flow down driveway into swale - was replaced/modified 2016	Possible culvert maintenance by County may resolve. Further study needed.	
Part	14	3735	County Road 16	Mehta	Goonjit	Flow into front of house.	County diverted flow and increased culvert size.	
Parameter Para	15	3766	County Road 16	Eichele	Natalie	Gravel drive - Discharge across Co Rd 16.	County needs to require blacktop.	
Section County Road 16 Lamendola Geral & John New yellow flow during large storm events. Passable cuber: maintenance by County may reside. Further study meeded.	16	3880	County Road 16	Dearborn	Kenneth & Joanna	Heavy flows from rear of homes - water course terminates behind lot	Over 30 acres of area drains to water course - private drainage system behind home is undersized.	
Section Properties Section Section Properties Section Section Section Properties Section Se	17	3890	County Road 16	Page	Kathryn	Heavy flows from rear of homes - water course terminates behind adjacent lot.	Possible culvert maintenance to north by County may prevent further erosion of beach by preventing excess water from diverting to south.	
Property Read 16 Johnston Robert E Uphill drainage issue. Run off overwhelms swale belieful home.	18	3894	County Road 16	Lamendola	Gerald & Joan	Heavy sheet flow during large storm events.	Possible culvert maintenance by County may resolve. Further study needed.	
188 Courty Road 16 West Lake Estates LEC Bruce Mink Mudoly atomwater flow down driveway and across Co Rd 16 - affecting 4798 & 4792 to Rd 16 Proposed subdivision should resolve. Property owner also owns 4790, which is under contruction. 19	19	3900	County Road 16	Bell	James & Janice	Heavy sheet flow during large storm events.	Construction by potential developer may intercept and fix issue	
2 4070 County Road 16 Smith David & Smith Da	20	4110	County Road 16	Johnston	Robert E.	Uphill drainage issue.	Run off overwhelms swale behind home.	
23 3792 County Road 16 Kriehr Scott & Joanne Flooding between homes - overtopping roadway. Undersized swale to divert water to City of Cigia property. 24 3796 County Road 16 Casey John & Christina Flooding between homes - overtopping roadway. Undersized swale to divert water to City of Cigia property. 25 4752 County Road 16 Bonkholder David & Robin Flooding between homes - overtopping roadway. Issue addressed in 2013 with swale and landcover changes. 26 4955 County Road 16 NYSDEC The County Road 16 Sarrett John Flooding overtopping roadway. Addressed by County replacing culvert south of parcel. 27 4811 County Road 16 Rockwell Sissa Storm water floor from property to the north - erodes parcel prior to diversion to lake. Addressed by County replacing culvert south of parcel. 28 4921 County Road 16 Rockwell Sissa Storm water floor from property to the north - erodes parcel prior to diversion to lake. Addressed by County replacing culvert south of parcel. 29 4920 County Road 10 Roppin Simma Sissa Storm water floor from property to the north - erodes parcel prior to diversion to lake. Addressed by County replacing culvert south of parcel. 30 4921 County Road 10 Roppin Simma Sissa Storm water floor from property to the north - erodes parcel prior to diversion to lake. Addressed by County replacing culvert south of parcel. 4922 County Road 10 Roppin Simma Sissa Storm water floor from property in the north - erodes parcel prior to diversion to lake. Addressed by County replacing culvert south of parcel local parcel prior diversion to lake. Addressed by County Road 10 Roppin Simma Sissa Sissa Roppin Simma Sissa	21	4788	County Road 16	West Lake Estates LLC	Bruce Mink	Muddy stormwater flow down driveway and across Co Rd 16 - affecting 4789 & 4791 Co Rd 16.	Proposed subdivision should resolve. Property owner also owns 4790, which is under contruction.	
2	22	4070	County Road 16	Smith	David & Sandra	Overtopping roadway during large rain events - water course & culvert.	Possible culvert maintenance by County may resolve. Further study needed.	
25 4752 County Road 16 Bortholder David & Robin Flooding overtopping roadway. Issue addressed in 2013 with swale and lanctoorer changes. 26 4965 County Road 16 NYSDEC County Road 16 Garrett John Flooding Over Roadway. Addressed by County Road 16 Garrett John Flooding Over Roadway. Addressed by County Road 16 Rockwell Susan Storm water flow from property to the north - erodes parcel prior to diversion to lake. Area of steep slopes. 27 4811 County Road 16 Rockwell Susan Storm water flow from property to the north - erodes parcel prior to diversion to lake. Area of steep slopes. 28 4921 County Road 30 Synergy Field LLC Proposed Floodwaters Retention Area. Sucker Brook Diversion Area resolved issue. 29 5420 County Road 30 Synergy Field LLC Proposed Floodwaters Retention Area. Sucker Brook Diversion Area resolved issue. 30 3229 Dandellon Trail Ruppel Edmon & Janet Old Brookside Rear yard of 3327, 3329, & 3331 flood during rain events Rear yard swale undefined/flat with ponding and water. 30 4755 Deuel Road Warner Gienn & Randolph Complaints about algae in pond. Owners move to edge of water beyond parcel boundary - fertilizers in pond - natural rigation area not maintained. 31 3020 Fallbrook Park Billiter Road Redemptoris Fathers House Proposed Flooding overtopping roadway. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 32 5705 Goodale Road Naples Kenneth Flooding overtopping roadway. House Proposed Flooding overtopping roadway. 33 680 Hilliers Dive Cuter Storm Carretain Proposed Flooding overtopping roadway. Requires redesing of drininge system.	23	3792	County Road 16	Kreher	Scott & Joanne	Flooding between homes - overtopping roadway.	Undersized swale to divert water to City of Cdga property.	
County Road 16 NYSEC Onanda Park - Stream overtopping banks - shale. Property in SHFA - adjacent to water course - natural occurrence. Duplicate #60. 27 4811 County Road 16 Garrett John Flooding Over Roadway. Addressed by County replacing culvert south of parcel. 28 4921 County Road 16 Rockwell Susan Storm water flow from property to the north - erodes parcel prior to diversion to lake. Area of steep slopes. 29 5420 County Road 30 Synergy Field LLC Proposed Floodwaters Retention Area. Susker Brook Diversion Area resolved issue. 30 3329 Dandelion Trail Ruppel Edmon & Janet Old Brookside Rear yard of 3327, 3329, 8 3331 flood during rain events Rear yard swell undefined/flast with ponding and water. 31 4755 Deuel Road Warner Glein & Randolph Complaints about algae in pond. Owners mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained. 33 300 Fallbrook Park Billiter Road & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 34 5151 Foster Road Redemptorist Fathers Inage open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. 35 5705 Goodale Road Naples Kenneth Poor Cever only small quantities of stormwater - erosion in yard/swale. Requires redesing of drainage system.	24	3796	County Road 16	Casey	John & Christina	Flooding between homes - overtopping roadway.	Undersized swale to divert water to City of Cdga property.	
Astit County Road 16 Garrett John Flooding Over Roadway. Addressed by County replacing culvert south of parcel. Rockwell Susan Storm water flow from property to the north - erodes parcel prior to diversion to lake. Proposed Floodwaters Retention Area. Proposed Floodwaters Retention Area. Sucker Brook Diversion Area resolved issue. Buppel Edmon & Janet Glenn & Randolph Glenn & Randolph Complaints about algae in pond. Complaints about algae in pond. Complaints about algae in pond. Aver course has been managed in the past with help from CLWA and tempora-natural ripartian area not maintained. Billitier Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and tempo assement, but water course is on private property. Footer Road Najes Kenneth Flooding overtopping roadway. Water main and calbe inferfering with installal plager culvert. Flooding overtopping roadway. County Road 10 Requires redesign of driainage system. Requires redesign of driainage system.	25	4752	County Road 16	Borkholder	David & Robin	Flooding overtopping roadway.	Issue addressed in 2013 with swale and landcover changes.	
28 4921 County Road 16 Rockwell Susan Storm water flow from property to the north - erodes parcel prior to diversion to lake. 29 5420 County Road 30 Synergy Field LLC Proposed Floodwaters Retention Area. 30 3329 Dandelion Trail Ruppel Edmon & Janet Old Brookside Rear yard of 3327, 3329, & 3331 flood during rain events Rear yard swale undefined/flat with ponding and water. 31 4755 Deuel Road Warner Glenn & Randolph Town installed stormwater management area to address downhill flooding. 32 3613 East Ridge Run Brooks Dan Complaints about algae in pond. Owners mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained. 33 3302 Fallbrook Park Billitier Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 34 5151 Foster Road Redemptorist Fathers Isage open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. 35 5705 Goodale Road Naples Kenneth Flooding overtopping roadway. Water main and cable interfering with installing larger culvert. 36 4963 Hillcrest Drive Cutri Keith & Christina Pond receives only small quantities of stormwater - erosion in yard/swale. 37 Proposed Floodwaters Retention Area. 38 Sucker Brook Diversion Area resolved issue. 39 Sucker Brook Diversion Area resolved issue. 49 Sequence of decine of decine of a ferioage system.	26	4965	County Road 16	NYSDEC		Onanda Park - Stream overtopping banks - shale.	Property in SHFA - adjacent to water course - natural occurrence. Duplicate #60.	
29 5420 County Road 30 Synergy Field LLC Proposed Floodwaters Retention Area. 30 3329 Dandelion Trail Ruppel Edmon & Janet Olid Brookside Rear yard of 3327, 3329, & 3331 flood during rain events Rear yard swale undefined/flat with ponding and water. 31 4755 Deuel Road Warner Glen & Randolph Town installed stormwater management area to address downhill flooding. 32 3613 East Ridge Run Brooks Dan Complaints about algae in pond. Owners mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained. 33 302 Fallbrook Park Billiter Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 34 5151 Foster Road Redemptorist Fathers Iarge open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. 35 5705 Goodale Road Naples Kenneth Flooding overtopping roadway. Water main and cable interfering with installing larger culvert. 36 4963 Hillcrest Drive Cutri Keith & Christina Pond receives only small quantities of stormwater - erosion in yard/swale. 37 Proposed Floodwaters Retention Area. 38 Sucker Brook Diversion Area resolved issue. 39 Condition Trail Reary of swall undefined flat water of stormwater - erosion in yard/swale. 4965 Willscret Drive Device Advanced advanced advanced collect of stormwater and collect of stormwater of delignate system.	27	4811	County Road 16	Garrett	John	Flooding Over Roadway.	Addressed by County replacing culvert south of parcel.	
30 3329 Dandelion Trail Ruppel Edmon & Janet Old Brookside Rear yard of 3327, 3329, & 3331 flood during rain events Rear yard swale undefineed/flat with ponding and water. 31 4755 Deuel Road Warmer Glenn & Randolph Town installed stormwater management area to address downhill flooding. 32 3613 East Ridge Run Brooks Dan Complaints about algae in pond. Owners mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained. 33 3302 Fallbrook Park Billitier Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 34 5151 Foster Road Redemptorist Fathers Iarge open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. 35 5705 Goodale Road Naples Kenneth Flooding overtopping roadway. Water main and cable interfering with installing larger culvert. 36 4963 Hillcest Drive Cutri Kelth & Christina Pond receives only small quantities of stormwater - erosion in yard/swale. 37 Pond receives only small quantities of stormwater - erosion in yard/swale. 38 Pond Receives Drive Road Policy Requires redesign of drainage system.	28	4921	County Road 16	Rockwell	Susan	Storm water flow from property to the north - erodes parcel prior to diversion to lake.	Area of steep slopes.	
Town installed stormwater management area to address downhill flooding. Town installed stormwater management area to address downhill flooding. Town installed stormwater management area to address downhill flooding. Downers mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained. Billitier Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. Foster Road Redemptorist Fathers large open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. Water main and cable interfering with installing larger culvert. Requires redesign of drainage system.	29	5420	County Road 30	Synergy Field LLC		Proposed Floodwaters Retention Area.	Sucker Brook Diversion Area resolved issue.	
32 3613 East Ridge Run Brooks Dan Complaints about algae in pond. Owners mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained. 33 302 Fallbrook Park Billitier Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 34 5151 Foster Road Redemptorist Fathers large open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. 35 5705 Goodale Road Naples Kenneth Flooding overtopping roadway. Water main and cable interfering with installing larger culvert. 36 4963 Hillcest Drive Cutri Kelth & Christina Pond receives only small quantities of stormwater - erosion in yard/swale. 37 Power distance of decisions of distance system.	30	3329	Dandelion Trail	Ruppel	Edmon & Janet	Old Brookside Rear yard of 3327, 3329, & 3331 flood during rain events	Rear yard swale undefined/flat with ponding and water.	
33 3302 Fallbrook Park Billiter Ronald & Helen House/Property in floodplain & adjacent to water course. Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property. 34 5151 Foster Road Redemptorist Fathers large open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. 35 5705 Goodale Road Naples Kenneth Flooding overtopping roadway. Water main and cable interfering with installing larger culvert. 36 4963 Hillicest Drive Cutri Keith & Christina Pond receives only small quantities of stormwater - erosion in yard/swale. 38 Requires redesign of drainage system.	31	4755	Deuel Road	Warner	Glenn & Randolph		Town installed stormwater management area to address downhill flooding.	
Storm Road Redemptorist Fathers large open fields, stormwater overtops Foster Road during large rain events. Culvert should be upsized, but effects downstream should be considered. Redemptorist Fathers Road uring large rain events. Culvert should be upsized, but effects downstream should be considered. Water main and cable interfering with installing larger culvert. Requires redesign of drainage system.	32	3613	East Ridge Run	Brooks	Dan	Complaints about algae in pond.	Owners mow to edge of water beyond parcel boundary - fertilizers in pond - natural riparian area not maintained.	
Solution of the state of the st	33	3302	Fallbrook Park	Billitier	Ronald & Helen	House/Property in floodplain & adjacent to water course.	Water course has been managed in the past with help from CLWA and temp easement, but water course is on private property.	
36 4963 Hillcrest Drive Cutri Keith & Christina Pond receives only small quantities of stormwater - erosion in yard/swale. Requires redesign of drainage system. ADDS Hillcrest Drive Drive Proving Requires redesign of drainage system.	34	5151	Foster Road	Redemptorist Fathers		large open fields, stormwater overtops Foster Road during large rain events.	Culvert should be upsized, but effects downstream should be considered.	
40 Page William Date Page Chattanhar Quart diseased flavor code subset agrees conduct.	35	5705	Goodale Road	Naples	Kenneth	Flooding overtopping roadway.	Water main and cable interfering with installing larger culvert.	
37 4966 Hillcrest Drive Brown Christopher Owner diverted flow to swale - overwhelms road culvert - crosses roadway. Requires redesign of drainage system.	36	4963	Hillcrest Drive	Cutri	Keith & Christina	Pond receives only small quantities of stormwater - erosion in yard/swale.	Requires redesign of drainage system.	
	37	4966	Hillcrest Drive	Brown	Christopher	Owner diverted flow to swale - overwhelms road culvert - crosses roadway.	Requires redesign of drainage system.	

ID	ADDRESS	STREET	Owner Last Name	Owner First Name	ISSUE	NOTES
38	3261	Hopkins Road	Morrisey	Amelia	Seasonal runoff across Hopkins Road.	Parcel topography - contains ponds/stream/SFHA.
39	4975	Island View Drive	Siditsky	Marc & Fran	Heavy Rains overwhelm 'French drain' system above home.	French drain should be replaced with larger swale diverting flow to southern swale to lake. Property owners responsibility.
40	3483	Lakeview Lane	Richmond	Richard & Janet	Sheet flow from Co Rd 16 area - proximity to SFHA.	Possible maintenance by County may resolve. Further study needed.
41	5194	Laura Lane	Benham	Author & Mary	Culvert overwhelmed at Laura Lane.	Town replaced culverts and directed flow to wetlands.
42	5265	Menteth Drive	Reiser/Hyman	Joel & Nancy	Menteth Creek topping banks - flooding from lake - during heavy events and high lake levels.	New home- entire parcel in SFHA.
43	5231	Nott Road	Steinhauser	Lucinda	Lot in in area of high water table - flat - located NE of stream & wetlands.	Property owner's responsibility.
44	4137	Onnalinda Drive	Sohn	Ki & II Sun	Undersized culvert pipe on private property installed many years ago.	Concentrated flow from upland parcels to undersized culvert. Culvert has been identified for upsizing by County.
45	0	Parrish Street Ext	Murphy	Ann & Wilkin	Farm field runoff to roadside swale - to yacht Club Cove & lake.	Town has easement over this area. Runoff has been altered by current landcover. No issues so far this year.
46	3430	Poplar Beach	Kramer	George	Home adjacent to wetlands and floodplain.	Property owners sharing in pipe replacement.
47	3451	Poplar Beach	Falkoff	Michael & Cynthia	House/Property in wetlands, and floodplain.	Property owners sharing in pipe replacement.
48	2200	Risser Road	Adams	Curtis	Large rain events cause backup.	Existing topography contributes to issue.
49	3528	Sandy Beach	Krebs	Richard	Flooding/high water events.	Home located in floodplain.
50	3455	Sandy Cove	Smith	Terry	House/Property in floodplain.	Property owners sharing in pipe replacement.
51	3458	Sandy Cove	Murphy	Leo & Judy	House/Property in floodplain.	Property owners sharing in pipe replacement.
52	4970	Seneca Point Road	Nihart	James & Jamelle	Flooding at Seneca Point & Barnes - water not making it to stream on Barnes.	Fixed drainage in 2016, ditch work done.
53	5795	Smith Road	Hines	Thomas	Basement Flooding.	Parcel research details high water table - adjacent to streams - poor soils for drainage. Resolution responsibility of property owner.
54	4760	South Menteth Drive	Quisisana Trust		Menteth Creek topping banks, flooding from lake, during heavy events and high lake levels.	Entire parcel in SFHA.
55	3179	State Route 21	Zocor LLC	(bed and breakfast)	Sheet flow from farm fields to the south.	Property owner/Farmer could till in different direction, or placement of grass swale to divert flow to roadside could be considered.
56	2563	State Route 21	Sirianni	Amy	Drainage from road collecting on parcel.	Parcel topography naturally diverts water to stream/wetlands to the northeast.
57	5575	State Routes 5 & 20	Polisseni	Wanda	Floodwaters Retention Area under Construction	Sucker Brook Diversion Area resolved issue. Easement granted by property owner.
58	5401	Wells Curtice Road	Undercoffler	Ralph & Proctor	Culvert outlet requires stabilization / hardening.	Former property owner improved drainage structure.
59	5431	Wells Curtice Road	Crawford	Priscilla	Request to have Town clean ditch/culvert on private property.	Issue is the responsibility of property owner. Town cannot enter upon private property/no easement or right of way is available.
60	5475	Rochester Point Drive	Strassburg	William	Barnes Gully flooding park and neighbors to the south.	Next to Onanda Park. Home located in floodplain.
61	5140	Laura Lane	Ryan	John & Joanne	Water in rear yard.	Ditch on City property filled in.
62	4201	Woolhouse Road	Jensen	Kenneth & Patricia	Property is lower than the road.	Site was inspected by Town officials, determination will be made if water is flowing off the road, in which case the Town will assist.
63	6015	Knapp Road	Stout	Jeff	Shoulder washing out.	Highway Department filled in shoulder again.
64	2535	Cooley Road	Zimmerman	Diane	Erosion of streambed.	Highway Department to place riprap at pipe outfall.
65	5875	Yerkes Road	Peck	Candace	Water collects/ponds. Private drainage structures not maintained.	The culvert may be undersized and could potentially be lowered to help with drainage.
66	4800	Deuel Road	Edwards	Jim	Flooding on Deuel Rd and adjacent properties.	Mr. Edwards suggested several projects to mitigate flooding. See Minutes from 11/13/18 # 11 for full details.
67		Menteth Creek Outlet			Flooding both sides of stream between Co Rd 16 and Lake	DEC will entertain applications made by property owners.
68	5277	Wells Curtice Road	Jarmusz	Michael	Head cut at culvert outlet needs to be stabilized.	Removed existing culvert and installed new culvert to stop erosion, part of larger Wells Curtice project 7/2018
69	5966	Monks Road	Woolley	Travis	Field runoff overtopping Monks Road.	Town installed two 18" culverts to relieve the overtopping of the road.
70	Multiple	Ketchum Road			Flooding on south side of road.	Town has installed several cross culverts to alleviate flooding.

ATTACHMENT 4

 Local Law No	 of the	year 2	2019
Local Law No	of the	year 2	2019

Town of Canandaigua, County of Ontario

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

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

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Canandaigua pursuant to General Municipal Law § 3-c, and to allow the Town of Canandaigua to adopt a budget for the fiscal year 2020 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

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

Section 3. Tax Levy Limit Override

The Town Board of the Town of Canandaigua, County of Ontario is hereby authorized to adopt a budget for the fiscal year 2020 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law, §3-c.

Section 4. Severability.

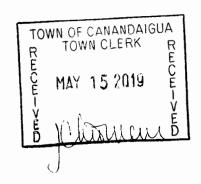
If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate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

Section 5. Effective date.

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

ATTACHMENT 5

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



Carol & David Ingle 4952 Wyffels Road Canandaigua, NY 14424 May 13, 2019

Dear Jean,

We would like to request that Wyffels Road be considered for a speed study. We understand that a study was completed in 2014 and yielded negative results. However, in the past 5 years not only has the traffic significantly increased due to population growth, but the speed in which the driver travels is of concern.

Wyffels Road has always been a normal path for the commuters to take. We have lived here for over 25 years and the increased traffic is noteworthy. 45 mph does not seem appropriate for our community any longer. Cars continually race up and down the road without much regard for the walkers, bicyclists, pets and/or the daily crossing of the road to get our mail/paper.

We respectfully request that a speed study be completed and hopefully it will be determined and approved by Canandaigua Town Board that the entire Wyffels Road speed limit be reduced to 35, similar to Butler Road.

Thank you for your consideration in the above matter. We look forward to hearing from you.

Sincerely,

1/11/

Carol Ingle

David Ingle

ATTACHMENT 6

LEASE AGREEMENT SUMMARY

LANDLORD:	Town of Canandaigua 5440 Routes 5 & 20 Canandaigua, NY 14424
TENANT:	Canandaigua Emergency Squad, Inc.
PREMISES:	A portion of property owned by the Town of Canandaigua known and described as 5446 Routes 5 & 20 as further set forth in Schedule "A"
COMMENCEMENT DATE:	
TERM:	99 years
ANNUAL RENT:	\$13,000.00 per year (to be paid for with services "in kind," as specified herein).

LEASE AGREEMENT

This	s Lease Agreement (hereinafter "	'Lease:), is hereby made and entered into
as of this _	day of	, 2019 by and between the
TOWN OF	CANANDAIGUA, with address o	of 5440 Routes 5 & 20, Canandaigua, NY
14424 ("La	ndlord"), and the CANANDAIGUA	A EMERGENCY SQUAD, INC., with an
address of	, ("Tena	ant")

PREMISES

- a. For and in consideration of the rental herein reserved and of the covenants, conditions, agreements and stipulations of the Tenant hereinafter expressed, the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, real property in the approximate location shown on Schedule "A" attached hereto and made a part hereof, (hereinafter "Premises") located upon and consists of a portion of property known and designated as 5446 Routes 5 & 20, in the Town of Canandaigua, County of Ontario, State of New York, as shown on the Site Plan attached hereto as Schedule "A" upon which property Tenant shall construct a building containing not more than square feet of Floor Area (hereinafter "Building" or "Tenant's Building") and all improvements appurtenant thereto as described and set forth on Schedule "B" attached hereto. The word "Premises" or "Demised Premises," or other similar designation wherever used in this Lease and any riders, modifications and amendments thereto shall refer to said real property demised to Tenant hereunder. The Property known and designated as 5446 Routes 5 & 20 is located on the Town Hall Campus, which is shown and set forth on Schedule "C" attached hereto.
- b. The Landlord hereby grants to Tenant the non-exclusive right to use, in common with Landlord and the public such portion of the Town Hall Campus as is necessary for ingress and egress to the Demised Premises, including the access driveway from Routes 5 & 20. Schedule "C" is attached hereto solely to identify the Town Hall Campus and shall not be deemed to be a warranty, representation or agreement by Landlord that either the Town Hall Campus or the Demised Premises will be exactly as indicated on said Schedule. Notwithstanding anything to the contrary contained in this Lease, Landlord reserves the right at any time and from time to time (i) to make or permit changes or revisions in its Site Plan for the Town Hall Campus including additions to, modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas, and (ii) to construct other buildings or improvements on or near the Town Hall Campus and to make alterations thereof or additions thereto and to build additional stories on any such

building or buildings and to build adjoining same; provided, however, that no such changes, rearrangements or other construction shall materially impair the access to Tenant's Building.

2. TERM

- a. To have and to hold said Premises for the Term of ninety nine (99) Lease Years (as hereinafter defined) or until such earlier time as the Lease shall be terminated, as herein provided. The Term shall commence on the ____ day of _____, 201__ (hereinafter the "Commencement Date"). Said Lease Term shall end ninety nine (99) Lease Years after such Commencement Date. The first "Lease Year" is defined to be the period beginning with the Commencement Date and ending on the last day of the twelfth full calendar month thereafter. Subsequent Lease Years shall be consecutive periods of twelve (12) full calendar months following the first Lease Year. All the provisions of this Lease shall apply during the period prior to the Term of this Lease.
- **b.** Provided the Tenant is not then in default under any of the terms, covenants or conditions of this Lease beyond any applicable cure period, the Tenant shall have the right and option to extend this Lease for six (6) consecutive renewal terms of five (5) years each (hereinafter called the "Renewal Terms") upon the same terms and conditions contained in this Lease Agreement except that there shall be no further right to renew after the expiration of the sixth Renewal Term. In order to exercise each such option to renew, the Tenant must give the Landlord written notice of its intention to exercise such option at least twelve (12) months prior to the end of the then existing Term of this Lease. The giving of such notice shall automatically extend this Lease for a Renewal Term and no instrument of renewal need be executed, provided that no Renewal Term shall take effect unless this Lease is in full force and effect and Tenant is operating its business from the Demised Premises on the date of the giving of notice. If the Tenant fails to give such notice to the Landlord, this Lease shall automatically terminate at the end of the then Term of this Lease and Tenant shall have no further option to renew this Lease.
- c. Should Landlord or Tenant so elect, it will prepare a memorandum of lease in duplicate, in form suitable for recording, setting forth the square footage of the Tenant's Building and the exact commencement and expiration dates, determined in accordance with this Section, which agreement shall constitute a part of this Lease. The memorandum of lease shall be promptly executed by both Parties and each shall receive a fully executed duplicate original of the agreement. If either party elects to record said memorandum, the cost of recording shall be borne by the electing party.

RENT

a. Except as hereinafter specifically provided, Tenant covenants to pay to Landlord or Landlord's designated agent at its office, or at a place and in a manner otherwise designated by Landlord, as rent for said Premises

during the Lease Term, an annual minimum guaranteed rental (hereinafter "Minimum Rent"), payable in advance in equal monthly installments on the first day of each and every month, without demand and without offset or deduction as follows:

<u>Lease Year:</u> <u>Annual Rent:</u> <u>Monthly Installments:</u>

Years 1-99 \$12,996.00 \$1,083.00

Renewal Terms:

Years 100-130 \$24,000.00 \$2,000.00

- b. In the event Tenant fails to make any rent payment (including but not limited to, Minimum Rent and Additional Rent, all as defined herein), in the full amount when same is due and payable, Tenant agrees to pay a late fee of two percent (2%) of the unpaid portion of said rent, for that month, from and after the date on which any such sum shall be due and payable. Such late fee, together with a late charge of \$100.00 for each and every past due notice to cover the additional administrative expenses in processing late payments, shall be immediately due and payable to the Landlord. In no event shall this provision be deemed to grant Tenant any grace period or extension of time to pay any rent as invoiced, nor shall it prohibit or bar Landlord from exercising any of its rights hereunder. Tenant further agrees that an administrative fee of \$50.00 shall be due for each and every dishonored check tendered by Tenant as payment of any rent. Tenant further agrees that in the event Tenant tenders to Landlord two (2) or more checks during the Term of this Lease which are subsequently dishonored, then, in that event, all checks thereafter submitted by Tenant for the payment of any charge as set forth in this Lease shall, at Landlord's option, be required to be made in good and sufficient funds or in a form acceptable to Landlord (i.e., certified check, cashier's check, bank secretary's check, or bank draft). For purposes of this Lease, Additional Rent shall be defined as any payment required to be made by Tenant under the provisions of this Lease, including the Exhibits and any rider annexed hereto. other than Minimum Rent. Additional Rent shall, except as hereinafter specifically provided, be due and payable without demand and without offset or deduction.
- c. It is expressly agreed between Landlord and Tenant that Tenant shall pay to Landlord its Minimum Rent by providing the following services:
 - i. Community CPR Classes: Tenant shall provide at least one CPR class per quarter free of charge for residents of the Town of Canandaigua.

- **ii.** Stop the Bleed classes: Tenant shall provide at least one Stop the Bleed class per quarter free of charge for residents of the Town of Canandaigua.
- **iii.** Tenant shall provide at least one ambulance and appropriate staff at Onanda Park during the annual festival.
- iv. Tenant shall provide blood pressure checks daily to residents and staff of the Town of Canandaigua free of charge.
- v. Tenant shall make its community room available for use by residents of the Town of Canandaigua free of charge at least two times per month (if requested).
- vi. Tenant shall provide CPR training and certification to all employees of the Town of Canandaigua. Tenant shall only charge price of certification card.

It is further expressly agreed that the services listed above have monetary value that provides a benefit to the Town of Canandaigua and its residents. Landlord and Tenant agree that the value of these services exceeds the Minimum Rent.

4. TRADE NAME AND USE

a. During the entire Term of this Lease, the Tenant shall operate the entire Demised Premises exclusively under the trade name Canandaigua Emergency Squad and shall use the entire Premises solely for an ambulance and emergency services provider and for no other purpose whatsoever. Landlord shall not unreasonably withhold its approval to any changes or additions to Tenant's name provided that such changes or additions are consistent with Tenant's primary use.

5. USE RESTRICTIONS

- a. Tenant shall not create any nuisance or disturbance nor conduct or allow upon the Premises any other business than is stated above without Landlord's prior written consent which consent may be granted or withheld in Landlord's sole discretion. Tenant will not sell or display merchandise on, or otherwise obstruct, the driveways, walks, courts, parking areas and other Common Areas of the Town Hall Campus. Tenant shall not park or permit parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area or Common Area. Tenant shall not use the courts and walks for any purpose other than pedestrian traffic.
- b. Tenant shall not use, generate, manufacture, refine, store, treat, transport, keep or dispose of, nor allow any of its agents, servants, employees or contractors to use, generate, manufacture, refine, store, treat, transport, keep or dispose of any substance on or from the Demised Premises or the Shopping Center that is considered a hazardous substance under any Federal, State or local law. In the event Tenant violates this Section Tenant shall, at its sole cost and expense, remove such substance in accordance with applicable law.

6. ALTERATIONS, ETC.

- a. Tenant shall have the right, at its sole cost and expense, to make interior, non-structural changes to the Tenant's Building not affecting the exterior or Tenant's exterior signage without the prior consent of Landlord provided Tenant gives Landlord written notice of such work not less than thirty (30) days prior to its commencement and submits plans for such alterations to Landlord for Landlord's records only.
- **b.** Any other non-structural alterations, additions or improvements in, or to the Demised Premises, desired by the Tenant may be done by the Tenant, at its own cost and expense, only upon satisfaction of the following terms and conditions:
 - i. The Tenant shall first notify the Landlord, in writing, specifying in detail the alterations or additions contemplated;

- **ii.** Such notice shall be accompanied by a plan, blueprint or diagram showing such proposed alterations or additions;
- **iii.** No such alterations shall increase the footprint or the height of Tenant's Building;
- iv. Any alterations affecting the exterior of the Building or Tenant's exterior signage shall be consistent with the design of the Town Hall Campus;
- No alterations shall be made which require any alterations to the structural components or the foundation of the adjacent building; and
- vi. All alterations must be in compliance with all State, Federal, and local laws;
- **vii.** Landlord's approval in writing shall be required prior to any work being commenced.
- c. Tenant shall, at Tenant's sole cost and expense, be responsible for obtaining all permits and approvals necessary for any such alterations and shall, at Tenant's sole cost and expense, comply with all applicable Laws, in connection with such alterations. Landlord, at no cost to Landlord, shall cooperate in securing any such permits and approvals. Any outside contractors shall provide proof of proper insurance required by Landlord prior to any work being commenced.

7. IMPROVEMENTS, FIXTURES AND LIENS

a. All constructions, additions and leasehold improvements, made and maintained at any time in or on the said Premises, either by or on behalf of the Tenant shall, until the expiration or earlier termination of this Lease, be deemed to be the separate property of Tenant, subject to and governed by all the applicable provisions of this Lease. Upon the expiration or earlier termination of this Lease, the Tenant's Building and all leasehold improvements thereto (but not Tenant's trade fixtures and personal property) shall become the property of the Landlord without further act. It is understood and agreed that any movable furniture or unattached movable trade fixtures and furnishings, except carpeting or standard dropin ceiling lighting fixtures, placed upon the Demised Premises by the Tenant are to remain the property of the Tenant and shall be removed by Tenant from the Demised Premises promptly at the expiration of the Term (or sooner termination of the Lease). Tenant, at its own cost and expense, shall repair any damage caused by such removal. In the event Tenant fails to remove such property, Landlord may at its option, remove same at Tenant's cost and expense. Any personal property of Tenant not removed

- at the termination of this Lease shall, at Landlord's option, be deemed abandoned by Tenant and become the property of Landlord.
- **b.** The Tenant shall not suffer any mechanics' lien or other statutory lien to be filed against the Demised Premises by reason of work, labor, services or materials performed on behalf of or furnished to the Tenant or to anyone holding the Demised Premises through or under the Tenant. If any such mechanics' lien or other statutory lien shall at any time be filed against the Demised Premises, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but the Tenant shall have the right to contest any and all such liens. If the Tenant shall fail to cause such lien to be discharged by payment, bonding, or other legal proceeding within ten (10) days after the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by the Landlord to procure the discharge of such lien, shall be deemed to be Additional Rent for the Demised Premises and shall be due and payable by the Tenant to the Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the Demised Premises to any lien or liability under the Mechanics' Lien Law or other law of the State where the Demised Premises are located, and any action of the Tenant in violation of this covenant shall be a default under the Lease and Landlord shall be entitled to all remedies against Tenant provided for hereunder in the event of default.
- c. Tenant is aware that this is public property and agrees to comply with any State or Federal laws related to construction of improvements on public property, including payment of prevailing wages, competitive bidding, and the furnishing of payment and completion bonds. Tenant further agrees to furnish proof of such compliance to the Landlord upon request.

REPAIRS

a. Except as specifically provided in subsection (b) below, Tenant covenants to keep, at Tenant's sole cost and expense, all improvements constructed on or serving the Demised Premises including, but not limited to, the structural components, roof and walls of the exterior of the Tenant's Building, the storefront, signage, glass doors, windows, loading areas and refuse collection areas serving the Premises, exterior building lighting, roofing, canopy, gutters, downspouts, exterior painting, electrical system, plumbing, pipes, conduits, equipment, facilities and fixtures therein and thereon, the sidewalks adjacent to the Tenant's Building, the landscaping, and any equipment, facilities or fixtures which serve the Premises

- including the electrical, plumbing and heating ventilating and air conditioning systems serving the Building, neat and in good order, repair and condition.
- b. A licensed professional architect or professional engineer chosen by Landlord shall determine the soundness of all structural components of the Building. Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Demised Premises or the Tenant's Building or to any equipment, facilities or fixtures contained therein, thereon, or which serve the Premises or the Building, which repairs and or replacements shall be the responsibility of Tenant. Further, Tenant agrees to contract for at the commencement of the Term and to maintain throughout the entire Term of this Lease, at its cost and expense a maintenance contract covering the heating and air conditioning systems with a reputable service company.
- c. Tenant shall be responsible to maintain all landscaped areas of the premises (to include mowing and otherwise tending) and Tenant shall repave, reseal, re-stripe and replace all markings on, and sweep and remove all snow and ice from the surface of all parking areas and driveways within the premises whenever necessary. Tenant shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the premises and parking areas.

9. SIGNS

a. The Tenant shall install a sign or sign(s) on the exterior of the Building, subject to Landlord's reasonable approval as to the number of signs, size, design and location. Tenant shall be responsible, at its sole cost and expense, for obtaining any necessary governmental approvals in connection with such sign. All such signs shall be maintained in good and safe condition and appearance by the Tenant at its own expense. Tenant shall repair any damage to the Building, either inside or outside, resulting from the erection, maintenance or removal of said signs.

10. UTILITIES

a. Tenant shall be responsible for installing and paying for all utilities. Utilities serving the Building shall be separately metered. Installation and maintenance of all such metering devices shall be done at Tenant's sole cost and expense. All such utilities shall be installed in accordance with plans approved by Landlord and the requirements and specifications of the applicable public utility companies. Tenant shall be solely responsible for securing all necessary utility services from utility companies at Tenant's sole cost and expense.

11. INSURANCE AND GLASS REPLACEMENT

- **a.** The Tenant, at its sole cost and expense, shall obtain occurrence form policies of commercial general liability and property damage insurance which comply with the limits and other requirements set forth by the Town of Canandaigua.
- **b.** Tenant shall submit to Landlord, "Evidence of Insurance Coverages" (as hereinafter defined) prior to the date Tenant, or any of its agents, servants, employees or contractors enter onto the Demised Premises.
- **c.** All insurance required to be secured by Tenant shall be obtained from insurance carriers licensed to do business in New York State possessing a rating of A or higher from the A.M. Best Company. The insurance required by this Section shall be primary insurance and the insurer shall be liable for the full amount of any loss up to and including the total limit of liability as set forth in the declarations page without any right of contribution from any other insurance coverage held by Landlord regardless of whether Landlord's coverage states that it is primary coverage. All such policies of insurance required of Tenant shall, in addition to Tenant, name Landlord (and such other person(s) designated by the Landlord that have an insurable interest) as additional insureds and loss payees as their interests may appear. Each policy shall have attached thereto: (i) an endorsement that such policy shall not be canceled or amended without at least thirty (30) days prior written notice to Landlord and each additional insured and (ii) an endorsement confirming that Landlord's interest thereunder shall not be invalidated by any act or neglect of Tenant.
- **d.** Tenant acknowledges that furnishing of the Evidence of Insurance Coverages as required under this Lease is a material provision thereof.

12. REFUSE REMOVAL

- **a.** Tenant agrees that it will handle and dispose of all rubbish, garbage and waste from the Tenant's operations in the Demised Premises. Tenant shall also abide by any Local, State, or Federal Law, rule, ordinance and/or regulation affecting the handling, storage and disposal of rubbish, garbage and waste.
- **b.** Tenant agrees to keep the Demised Premises free of dirt, fumes, odors, debris, pests and vermin, and, if required by Landlord, Tenant will purchase extermination and pest control service from one of the companies as approved by the Landlord.
- **c.** Upon Tenant's failure to comply with the foregoing, the Landlord may cause the necessary work to be done to cure any failure of Tenant to comply with the foregoing and bill Tenant for said cost plus twenty-five percent (25%). Said costs shall be deemed to be Additional Rent and shall

be due and payable immediately after the forwarding of a bill by Landlord to Tenant. The right of Landlord to take such steps shall not be deemed to be a termination of Tenant's obligation to comply with the required procedure for trash disposal and the failure of Tenant to comply with the procedure or failure to pay the charges when due shall constitute a material breach of this Lease for which Landlord is hereby granted the same rights as if the Tenant had failed to pay rent when due.

13. LIABILITY

- a. Except for the sole negligence of Landlord and/or its agents, servants, employees, Landlord, its agents, servants, employees and management company shall not be liable in damages by abatement of rent or otherwise, for any damages as a result of injury to either the person or the property of the Tenant nor for the loss of, damage to or diminished use of any property of the Tenant by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Landlord, its agents, servants, or employees shall not be liable for any personal injury or property damage nor for loss of or interruption to business by any cause whatsoever unless caused by or due to the sole negligence of Landlord, its agents, servants, employees, or management company; nor shall the Landlord, or its agents, servants, employees or management company be liable for any injury or damage to persons or property as a result of any defect(s) in the Demised Premises or Tenant's Building.
- b. Tenant shall be liable for any damage to the Town Hall Campus, which may be caused by its act or negligence or the act or negligence of its agents, servants, employees and the Landlord may, at its option, repair such damage and cure any other default of the Tenant and the said Tenant shall thereupon reimburse and compensate the Landlord within thirty (30) days after Landlord renders a statement for the total cost of such repair and damage and/or cost of curing other defaults. Said compensation shall be deemed to be Additional Rent for purposes of this Lease. The Tenant hereby indemnifies and agrees to hold the Landlord harmless and free from damages sustained by person or property and against all claims of third persons for damages arising out of the Tenant's use of the Demised Premises and for all damages and monies paid out by the Landlord in settlement of any claims or judgments as well as for all expenses and attorney's fees incurred in connection therewith.

14. DEFAULT

a. For purposes of the Lease herein, the term "default" constitutes the violation of any term, condition, covenant or obligation of Tenant under this Lease. If (i) there is a transfer or an attempted transfer of this Lease or of Tenant's interest thereof in violation of the restrictions set forth herein;

or (ii) except as specifically provided in this Lease, Tenant ceases operation in or vacates or abandons the Premises or otherwise fails to fully perform the obligations contained herein; or (iii) Tenant fails to comply with any local, state or federal law, rule or regulation governing the use, handling and disposal of Hazardous Materials or is otherwise in violation of the obligations contained in this Lease; or (iv) the Tenant shall at any time be in default continuing after ten (10) days written notice thereof in the payment of any Minimum Rent, Additional Rent, or any other payments required of Tenant hereunder, or any part thereof; or (v) if Tenant should be in default of any of the other covenants or conditions of this Lease to be kept, observed and performed by Tenant, continuing after thirty (30) days written notice thereof, or such shorter period of time as may be specified elsewhere in this Lease; or (vi) if any such non-monetary default is of a nature that cannot be cured within said thirty (30) day period, and Tenant does not commence and diligently pursue curing of said default within said thirty (30) days; or (vii) if this leasehold interest shall be levied on or taken or attempted to be taken by execution, attachment or other process of law, or if any execution of attachment shall be issued against Tenant, or any of Tenant's property in the Demised Premises, whereby the Demised Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, or if this Lease shall by operation of law devolve upon or pass to any person or persons other than the Tenant except as may be permitted in this Lease, then in any of said cases, the Landlord may:

- i. at its option, upon written notice to Tenant, terminate this Lease, and this Lease and the Term thereof shall automatically cease and terminate as of the date of such notice;
- ii. enter into the Premises, remove Tenant's property and effects as elsewhere in the Lease provided, take and hold possession thereof, without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay rent and all its other obligations hereunder for the full Term;
- iii. require that upon any termination of this Lease whether by lapse of time, the exercise of any option by Landlord to terminate the same or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of said Premises to the Landlord and immediately vacate the same, and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so Landlord may forthwith re-enter said Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom using such force as may be necessary, without being deemed guilty

- of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to rent or any other rights given Landlord under this Lease or at law or in equity;
- iv. if the Tenant shall not remove all effects from said Premises as in this Lease provided, Landlord, at its option, may remove any or all of said effects in any manner that Landlord shall choose and store same without liability for loss thereof, and Tenant will pay the Landlord, on demand, any and all expenses incurred in such removal and storage of said effects for any length of time during which the same shall be in possession of Landlord or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord, including the expenses of removal and sale;
- v. collect from Tenant any other loss or damage Landlord may sustain by reason of any breach and any diminished value of said Premises resulting from said breach, including reasonable attorneys fees, disbursements and, if applicable court costs;
- vi. in the event of a breach, or threatened breach by Tenant of any of the covenants or provisions of this Lease, have the right to enjoin any such breach or threatened breach;
- vii. declare the entire rental for the balance of the Term or the entire Term, including the Minimum Rent and all Additional Rentals herein provided for the entire Term, immediately due and payable at once. Notwithstanding the foregoing, in the event Landlord obtains judgment hereunder Tenant shall only be required to pay said judgment in monthly installments upon the rental payment dates as set forth in this Lease Agreement unless Tenant defaults in making said payments, in which event the entire judgment shall, at the option of Landlord, then be immediately due and payable;
- viii. in the event of termination of this Lease, before the expiration date thereof originally fixed, by reason of any provision of this Lease relating to earlier termination, by reason of the Landlord's exercising any option to terminate, by reason of any default, neglect or omission on the part of the Tenant, or if the Landlord shall enter or re-enter upon the Demised Premises, or if the Tenant shall be ejected, dispossessed or removed therefrom by summary proceedings or in any other manner, whether or not specifically enumerated in this Lease, or if the Demised Premises or the Building become vacant, deserted or abandoned, the Landlord at any time may re-let the Premises and the Building, or any part or

parts thereof, either in the name of or for the account of Landlord or Tenant, for such Minimum and Additional Rent (hereinafter for purposes of this Section "Rents" or "Rental") and for such Lease term and upon such terms as Landlord may see fit, which Lease term may at Landlord's option extend beyond the balance of the Term of this Lease. Landlord shall not be required to accept any tenant offered by Tenant nor to observe any instruction given by Tenant about such re-letting. In any such case, Landlord may make such repairs, alterations and additions in or to the Premises and the Tenant's Building. Tenant shall pay Landlord any deficiency between Rents hereby reserved and covenanted to be paid and the net amount of the Rents collected on such re-letting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such re-letting, including, but not limited to attorneys' fees, brokers' fees, the expense of repairing, altering and adding to the Premises and the Tenant's Building, and otherwise preparing the same for re-rental. All such costs, other than the Rental, unless accelerated, shall be paid by Tenant upon demand by Landlord. Any deficiency in Rental shall be paid in monthly installments, unless Landlord has declared the entire Rental for the balance of the Term due, as elsewhere in this Lease provided. For the purpose of determining the deficiency in Rent, the Rent reserved shall be deemed to be the Minimum Rent and all Additional Rents herein provided for, prior to said default. Any suit brought to collect the amount of the deficiency for any one or more months shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent months. Landlord will use reasonable efforts to relet the Premises provided, however, that Landlord shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises or in the event that the Premises are re-let, for failure to collect the Rent thereof under such re-letting.

b. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws, in the event of eviction or dispossession of Tenant by Landlord under any provisions of this Lease. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Premises after the termination in any way of this Lease or after the giving of any notice shall reinstate, continue or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said Premises, the Landlord may receive and collect any rent or other amounts due Landlord and such payment shall not waive or affect said notice, said suit or said judgment.

- c. Any and all rights and remedies which Landlord may have under this Lease and at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time without waiver thereof of any right or remedy provided or reserved to Landlord.
- d. In the event either party shall bring legal action hereunder against the other party, the prevailing party shall be entitled to recover from the other party all reasonable expenses incurred, including reasonable attorney's fees. Additionally, the Landlord shall be entitled to recover from the Tenant all reasonable expenses incurred, including reasonable attorney's fees, in connection with Landlord preserving and protecting its statutory rights in the event of a filing pursuant to Title 11 of the United States Code, 11 U.S.C. §101 et seq.
- e. If any of the aforesaid provisions or any other provision of this Lease shall be partially or totally unenforceable or declared invalid, void or voidable, said provision shall be deemed eliminated and of no force and effect and the balance of this Lease shall continue in full force and effect. If any notice is required by law to be given such notice shall be given.

15. SECURITY INTEREST

a. Landlord shall have the first lien on Tenant's interest in this Lease to secure the payment and performance of Tenant's obligation hereunder, prior and preferable to all other liens.

SURRENDER OF PREMISES

a. On the expiration or earlier termination of the Lease Term, Tenant shall quit and surrender the Premises and the Tenant's Building, broom clean, in good condition and repair (reasonable wear and tear, and damage by fire excepted), together with alterations, additions and improvements including but not limited to carpeting, lighting fixtures, and sign box, if any, that may have been made in, to, or on the Premises and the Building. except furniture or trade fixtures. On or before the end of the Lease Term, Tenant shall remove all its personal property and trade fixtures from the Premises and all property not removed shall be deemed abandoned by Tenant (but nothing herein contained shall be deemed to eliminate the right of Landlord to have Tenant remove any trade fixtures, equipment, etc., and repair any damage to the Demised Premises and the Tenant's Building, or raze the Building and restore the parking area as aforesaid, all at Tenant's sole cost and expense). If the Premises are not surrendered at the end of the Lease Term, Tenant shall indemnify Landlord and/or its management company against any loss or liability resulting from delay by

Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding Tenant founded on the delay.

b. If Tenant should remain in possession of the Premises after the expiration of the Lease Term, then in addition to the indemnification of Landlord and/or its management company by Tenant required in subparagraph (a) above, the Tenant holding over shall be deemed to be a Tenant at sufferance only, upon the same terms and conditions as specified in this Lease, unless different terms and conditions are imposed by Landlord prior to or at any time and from time to time after the expiration of this Lease and further provided that the Minimum Rent for such period shall be an amount equal to two hundred percent (200%) of the Minimum Rent and Percentage Rent for the last year of the expired Term, but Tenant shall nevertheless be considered a Tenant at sufferance only. Landlord may terminate said tenancy at sufferance upon twenty (20) days prior written notice to Tenant

20. BANKRUPTCY/INSOLVENCY

- **a.** The Tenant shall be deemed to be in default under this Lease if:
 - (i) Tenant and/or its Guarantor(s) shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;
 - (ii) Tenant and/or its Guarantor(s) shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization for relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;
 - (iii) Tenant and/or its Guarantor(s) shall take any corporate action to authorize any of the actions set forth above in subparagraph (i) or (ii); or
 - (iv) Any case, proceeding or other action against the Tenant and/or its Guarantor(s) shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (1) results in the entry of an order for relief against it which is not fully stayed within thirty (30) business days after the entry thereof or (2) remains undismissed for a period of sixty (60) days.

If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of Title 11 of the United States Code, 11 U.S.C. §101 et seq. to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to the Tenant, then notice of such proposed

assignment, setting forth (i) the name and address of such person; (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's future performance under the Lease, including, without limitation, the assurance referred to in Section 365(b)(3) of the Bankruptcy Code, shall be given to Landlord by the Tenant no later than twenty (20) days after receipt by the Tenant but in no event later than ten (10) days prior to the date that the Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to the Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

- **b.** If this Lease is assigned to any person or entity pursuant to the provisions of Title 11 of the United States Code, 11 U.S.C. §101 et seq., any all monies or other considerations payable or otherwise delivered in connection with such assignment shall be paid or delivered to Landlord shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of the Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to the Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid to the Landlord.
- **c.** Any person or entity to which this Lease is assigned pursuant to the provisions of Title 11 of the United States Code, 11 U.S.C. §101 <u>et seq.</u> shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assignment.
- **d.** Nothing contained in this Section shall, in any way, constitute a waiver of the provisions of this Lease relating to assignment. Tenant shall not, by virtue of this Section, have any further rights relating to assignment other than those granted in Title 11 of the United States Code, 11 U.S.C. §101 et seq.
- **e.** Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code, 11 U.S.C. S502(b)(6).
- **f.** Landlord reserves the right in connection with any assignment of this Lease to contest the assignment if in Landlord's reasonable judgment the permitted use thereunder is not compatible with the tenant mix in the Shopping Center.
- **g.** The term "Tenant" as used in this Lease includes the Tenant named on Page 1 of this Agreement and also any trustee, debtor in possession, receiver, custodian or other similar officer.

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20. WAIVER

a. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare the other in default nor for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by an authorized officer or partner of the Landlord or Tenant, as the case may be. No waiver by the Landlord in respect to one tenant shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant or any other condition or covenant.

21. DAMAGE AND DESTRUCTION

a. Except as hereinafter provided, if the Tenant's Building, or any portion, shall be damaged during the Term by fire or any other casualty insurable under the standard fire and extended coverage insurance policies, the Tenant shall repair and/or rebuild the same as promptly as possible to its condition prior to said casualty. The Landlord shall not be required to repair or rebuild Tenant's Building or any of Tenant's trade fixtures and equipment nor Tenant's signs. Such repairs and/or replacements are to be made by Tenant. In such event the Lease shall not terminate but shall remain in full force and effect.

22. EMINENT DOMAIN

- a. In the event of any condemnation or taking as aforesaid which results in the termination of this Lease, the award in such proceeding shall be apportioned between the Landlord and Tenant in the manner herein specified. The Tenant shall receive that part of the award which represents the unamortized portion of the cost of constructing that portion of the Tenant's Building so taken, such amount to be determined and calculated by depreciating the full cost of Tenant's Building on a straight line basis over the initial ten (10) year term of this Lease. The Landlord shall receive the balance of the award. Interest included in or paid upon the award shall be shared by Landlord and Tenant in proportion to their respective shares of the award and in accordance with the portions of the award to which the interest is applicable.
- b. In the event of any condemnation or taking as aforesaid which does not result in the termination of this Lease, the award shall be first used to restore the Tenant's Building and the balance shall be apportioned between Landlord and Tenant in the manner herein specified. The Tenant shall receive that part of the award which represents the unamortized portion of the cost of constructing that portion of the Tenant's Building so taken, such amount to be determined and calculated by depreciating the full cost of such portion of Tenant's Building on a straight line basis over the initial ten (10) year term of this Lease. The Landlord shall receive the balance of the award. Interest included in or paid upon the award shall be shared by Landlord and Tenant in proportion to their respective shares of the award and in accordance with the portions of the award to which the interest is applicable.

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c. Tenant agrees to promptly execute any and all instruments as may be required to effectuate the provisions of this Section.

23. SUBORDINATION

a. This Lease and all rights of Tenant hereunder are subject and subordinate to any mortgages or any other forms or methods of financing or refinancing which may now or hereafter affect the real property or leasehold estates of which the Demised Premises form a part whether now in use or not and any instruments executed for said purposes or hereafter executed by the owners of the fee or leasehold.

24. ASSIGNMENT AND SUBLETTING

a. Except as specifically provided above, the Tenant shall not have the right at any time or times to assign this lease or sublet any part or parts, or the whole of the Demised Premises or the Building without the prior written consent of the Landlord. Except as specifically provided above, the Tenant shall not have the right to sell, assign, transfer or otherwise dispose of this Lease or any interest therein by voluntary or involuntary act or deed, whether by testate or intestate succession or operation of law or by merger, consolidation or reorganization, or by any other method or means, voluntary or involuntary, and whether similar or dissimilar to the foregoing, or to mortgage, pledge or otherwise encumber this Lease or any interest therein or to grant concessions or licenses with respect to the same or the occupancy of any part or parts, or the whole of the Demised Premises, or to suffer or permit the use or occupancy by any other person of the whole or any part or parts of the Demised Premises or the Building at any time during the Term, without the Landlord's prior written consent in each of the foregoing cases.

25. ACCESS TO PREMISES

a. Landlord shall have access to the Premises at all reasonable times during business hours and upon reasonable notice and in case of emergency at any time without notice for the purpose of examining the same or of making such repairs or changes thereto or to the pipes, wires, fixtures and equipment referred to above as Landlord may deem reasonably necessary. The Tenant agrees that it will not install any equipment which will exceed the capacity of the utility lines leading into the Premises or the Building and that if any equipment so installed shall require additional utility facilities to be brought into the Premises that they shall be installed at Tenant's expense. Such additional utility facilities shall become the property of the Landlord pursuant to the provisions of Section 9 of this Lease. Landlord shall have access during the last six (6) months of the term of this Lease for the purpose of exhibiting said Premises to prospective tenants.

- b. Landlord shall have access to the Demised Premises during the entire Term of this Lease, at all reasonable hours for the purpose of exhibiting the Premises to any prospective purchaser or mortgagee.
- c. In the event of an emergency, if no employee of Tenant shall be present to permit an entry into said Premises when an entry therein shall be permissible, Landlord may enter the same by use of force without rendering Landlord responsible therefor and without in any manner affecting the obligations of this Lease, provided that Landlord will secure the Premises after such entry.

26. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

a. The Tenant shall promptly comply with all present and future laws, ordinances, orders, rules and regulations of all federal, state, county, municipal and other governmental authorities having or apparently having any jurisdiction over the Premises and with any direction or recommendation of any public officer or officers, pursuant to law, and of any insurance company carrying any insurance on the Demised Premises and the Board of Fire Underwriters and any other board or organization exercising similar functions (hereinafter collectively "Laws"), affecting the Demised Premises and/or the Tenant's Building, and the cleanliness, safety, use and occupation thereof, whether said duty is imposed upon the Landlord or Tenant. Without limiting the foregoing, the Tenant agrees to furnish an adequate number of fire extinguishers of any type and size as required by any law or recommended by any insurance carrier, underwriter or fire inspection bureau, and Tenant shall keep the said extinguishers in good operating condition at all times. Tenant represents and warrants that it shall keep or cause to be kept the Demised Premises free from any substance that is considered a hazardous substance under any Federal, State or Local law and shall not use, generate, manufacture, refine, store, treat, transport or dispose of any hazardous substance in, on, or from the Demised Premises. If the Landlord shall be required by any lawful authority to alter, or improve any part of the Building and/or the Demised Premises, compliance with such lawful authority shall not in any way affect the obligation or covenants of the Tenant and the Tenant hereby expressly waives any and all claims for damages or for diminution or abatement of rent. Tenant agrees to comply with the "Americans with Disabilities Act of 1990" as the same may be changed or supplemented and Tenant also agrees to comply with any and all similar Federal, State and Local laws, rules and regulations (hereinafter "ADA"). Tenant assumes sole responsibility for compliance with the ADA within and about Tenant's Demised Premises and all means of ingress and egress to the Demised Premises and/or the Tenant's Building, including all required additions, repairs, auxiliary aids, barrier removal and/or alternative measures to barrier removal.

27. CONSTRUCTION OF TENANT'S BUILDING

a. Tenant hereby covenants and it is of the essence of this Lease that, Tenant shall complete all of Tenant's Work in the Demised Premises as set forth in Schedule "B" of this Lease within two (2) years from the Commencement Date herein.

28. TAXES

a. Except as specifically provided Tenant shall in all instances, pay as Additional Rent any real estate taxes related to the Premises, which Taxes shall include but not be limited to real estate taxes, extraordinary assessments and/or special assessments which may be levied, assessed or agreed to with or by apparent lawful taxing authority against the land, buildings and all other improvements on that part of the Landlord's property under Lease to Tenant.

29. QUIET ENJOYMENT

a. The Landlord covenants and agrees with the Tenant that upon the Tenant paying all amounts when due under the Lease, and performing all the covenants and conditions aforesaid on the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises, for the Term of this Lease without hindrance or molestation by Landlord, subject, however, to the terms of this Lease.

30. NOTICES

a. Any notice or communication, which Landlord may desire or be required to give to Tenant, including any notice of termination, shall be deemed sufficiently given or rendered if sent by Registered Mail or Certified Mail, Return Receipt Requested, or nationally recognized overnight carrier to Tenant at the address as shown on the Lease or at such other address as the Tenant may designate in writing from time to time. Any notice by Tenant to Landlord must be in writing sent by Registered or Certified Mail, Return Receipt Requested or nationally recognized overnight carrier addressed to Landlord, at the address as shown on the Lease or at such other address as the Landlord may designate in writing from time to time.

31. ENTIRE AGREEMENT

a. This Lease contains and embraces the entire and only agreement between the parties hereto and is intended as a final expression of their agreement and as a complete and exclusive statement of the terms thereof; all negotiations, considerations and representations between the parties having been incorporated herein. No oral statements nor prior written matter extrinsic to this Lease shall have any force or effect.

- b. Although the printed provisions of this Lease were drafted by Landlord, the terms of this Lease were fully negotiated by the parties and shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.
- c. This Agreement shall not be modified, except in writing subscribed to by both parties.
- d. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state where the Demised Premises is situated. The parties further agree, that for purposes of litigation arising between the parties, hereto, that the venue for any action shall be laid in the County and State in which the Shopping Center is located.

32. PROVISIONS BINDING, ETC.

a. The conditions, covenants and agreements contained in this Lease to be kept and performed by the parties hereto, shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This Section shall not be construed to permit any assignment or subletting, except as otherwise permitted in this Lease.

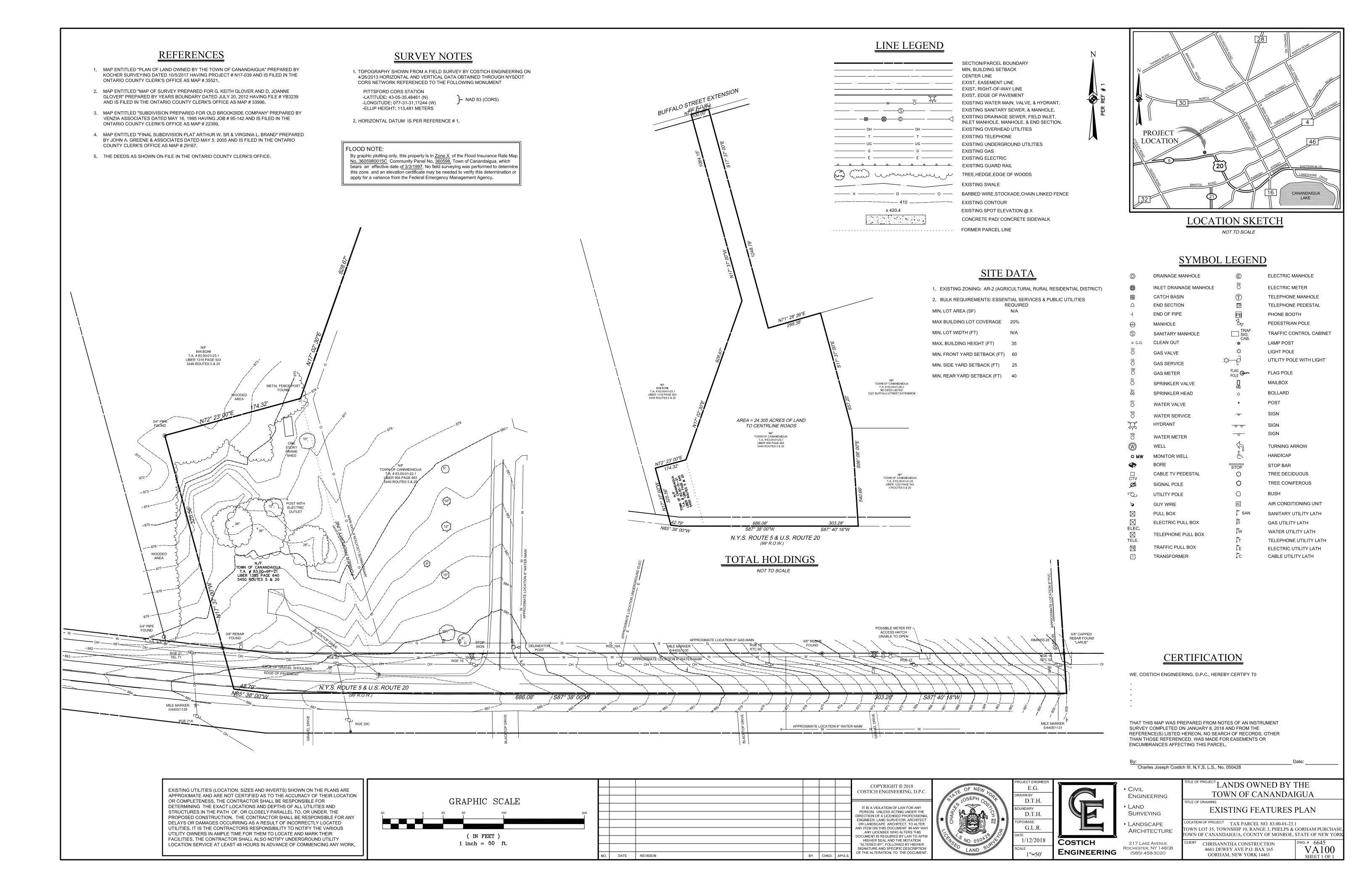
33. TENANT'S CONSTRUCTION

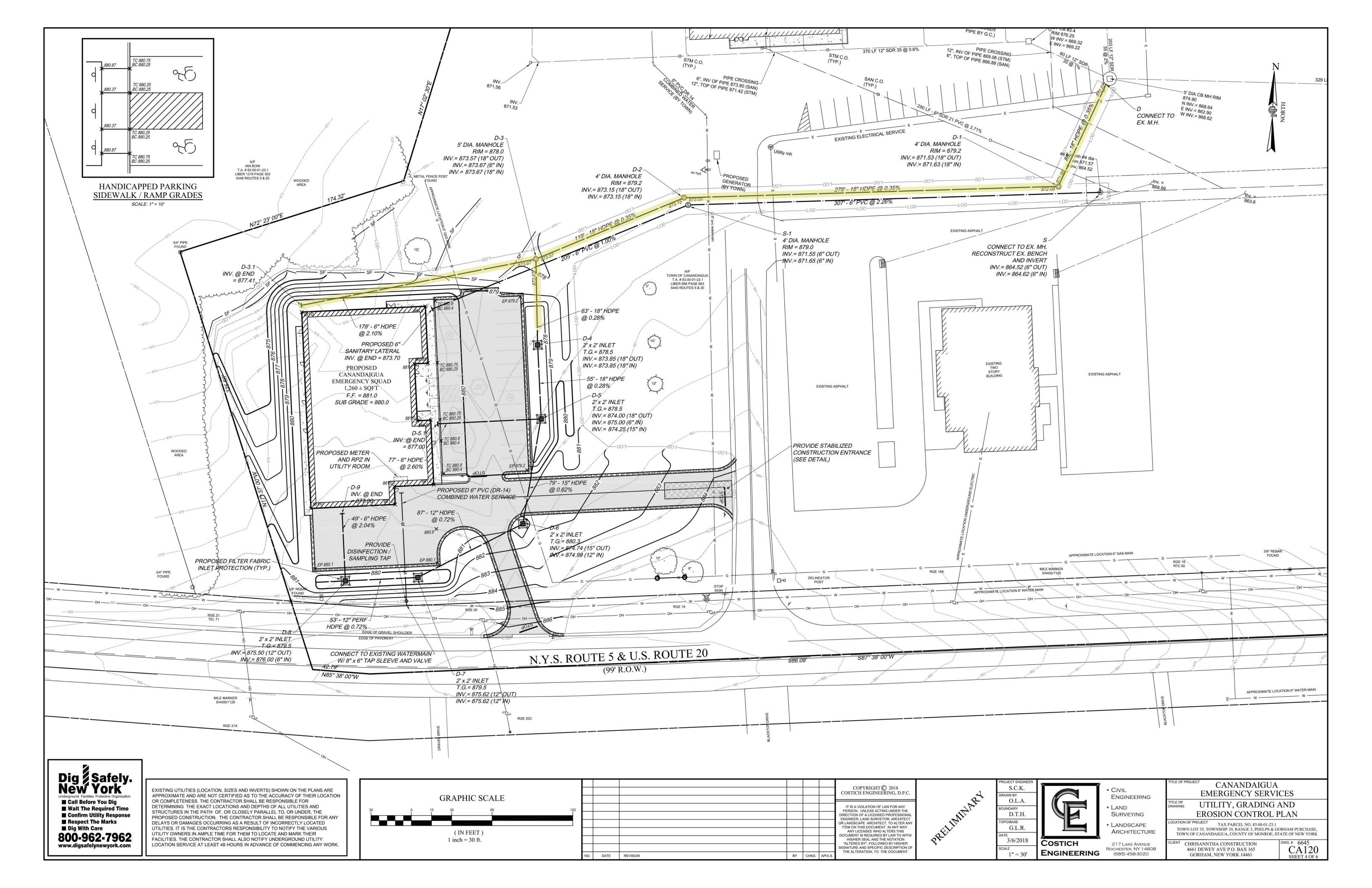
- a. Tenant will perform all work to construct the Tenant's Building and related site improvements set forth in Schedule "A."
- b. Tenant acknowledges and agrees that it may be required to comply with State and Federal laws related to the construction of improvements on public property.

IN WITNESS WHEREOF, the p	arties hereto have executed this instrument as of
the day and year first above written.	
TOWN OF CANANDAIGUA	CANANDAIGUA EMERGENCY SQUAD. INC.

	o,
Doug Finch, Town Manager	







ATTACHMENT 7



RE: TOWN OF CANANDAIGUA COMPOSTING PROGRAM June 4, 2019

This letter is a formal proposal for the Town of Canandaigua Residential Composting Program and Impact Earth's proposed involvement in the program. The Town of Canandaigua has been running a residential composting program for 150 residents in the Town for the past year. As they look to expand, they are considering other options for hauling. Impact Earth would propose the following based on the Town's usage over the past year:

Impact Earth will pick up full/used toters from the transfer station, twice weekly (preferably coordinated with the drop off date for residents so that food waste won't sit for more than a day or two at a time), dump at our partner composting processor(s), and replace with clean toters. Impact Earth will also provide a monthly report with exact weights collected and composted for the Town for them to share with the Town and residents.

Based on usage of the program over the past year and expected usage with seasonal residents, we would suggest starting with 3 64-gallon toters picked up on Mondays and 1 64-gallon toter picked up on Thursdays with 1 extra 64-gallon toter kept on site in case of overflow. Pricing schedule for this service is detailed below:

- Impact Earth will bill the Town on a monthly basis via invoice, and will adjust for any changes in pick-ups that occur during the billing cycle in the next bill
- Impact Earth will charge the Town for the pick up of toters, driven by usage
- Impact Earth will charge the Town by 64-gallon toter, per pick up
- Impact Earth will charge \$12/pick up for a 64-gallon toter
- Impact Earth will charge a \$5 service fee per week
- The minimum cost for this program, given past usage, is \$53/week

At any point during the term of the agreement, if the Town wants to upgrade or downgrade their service, Impact Earth will accommodate to the best of their ability. This includes increasing toter sizes to 96-gallon (\$16/pick up) or increasing/decreasing pick up days during the week.

We thank you for the opportunity to present our proposal.

My Best,
Cassidy Putney
Co-founder & Director of Sustainability
cassidy@impactearthinc.org
585-478-5617





AGREEMENT Town of Canandaigua Residential Composting Program

This AGREEMENT is made this 4th day of June, 2019 (the "Effective Date") between the TOWN OF CANANDAIGUA, (the "Town"), a municipal corporation, with offices at 5440 Routes 5 & 20 West Canandaigua, NY 14424, and Impact Earth, (the "Contractor"), located at 2340 Brighton Henrietta Townline Road, Rochester, NY 14623.

The parties to the Agreement, in consideration of the mutual promises set forth herein, hereby agree as follows:

- 1) Services. The Contractor hereby agrees to perform and/or provide all services and related obligations (collectively as "Services") as set forth in the attached Proposal. To the extent that any terms set forth in the Proposal may be in conflict with the terms of this Agreement, the terms of this Agreement shall supersede and control.
- **2) Payment.** In consideration of the Services, the Town agrees to compensate the Contractor and the Contractor agrees to accept, in full satisfaction of all expenses and compensation due, the payment as set forth in the Proposal. All requests for payment must be made by voucher in a form approved by the Town.
- **3) Term and Termination**. The term of the Agreement shall be for a period of 1 year, commencing on the date set forth above and expiring on June 30, 2020 or upon the completion of Services. The Agreement can be renewed on an annual basis if both parties agree to renewed agreement terms and conditions. The Town reserves the right to terminate this Agreement immediately upon written or verbal notice to the Contractor for the following reasons:
 - the Contractor's Services are deemed unacceptable by the Town, or the Contractor is found to be in violation of this Agreement, as determined by the Town in its sole discretion:
 - the Town determines that termination is in the best interest of the Town, including without limitation a determination that the Town lacks sufficient funding to offer the Services provided by the Contractor; or
 - 3. the Contractor fails to maintain in effect any required insurance policy and/or fails to provide the Town with any applicable Certificate(s) of Insurance.



4) Integration of Agreement. This Agreement constitutes the entire understanding between the parties and may not be modified or altered except in a writing signed by both parties. This Agreement shall not be enforceable until signed by all parties and approved by the Canandaigua Town Board.

IN WITNESS WHEROF, the parties hereto have executed this Agreement the day and year first above written:

CONTI	RACTOR:		
Ву:	CassayRaynetutury	(Signature)	
	Cassidy Putney	(Print Name)	
Title:	Co-founder, Owner, Director of Sustainability	<u>6/4/2019</u> (E	Date)
TOWN	OF CANANDAIGUA:		
Ву:		(Signature)	
		(Print Name)	
Title:		(E	oate)

Town of Canandaigua

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

Established 1789

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 assess 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

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 I 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, subconsultants, 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 is 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
ο.	Nonces

l	All notices	of any	y nature	shall be	in	writing	and	sent	by	registered	or	certified	mail	postage
ŗ	ore-paid to	each p	arty as t	follows:										

Town of Canandaigua	Independent Contractor					
Canandaigua Town Clerk Canandaigua Town Hall 5440 Routes 5 & 20 West Canandaigua NY 14424	Impact Earth 2340 Brighton Henrietta Townline Rd Suite 14 Rochester, NY 14623					
9. Termination						
The Town reserves the absolute right to terminotice to the IC.	nate the Services upon thirty (30) days written					
10. Insurance						
insurance, or professional liability insurance with a limit amount no less than \$1,000,000.0 Certificate Holder. IC agrees to maintain the the completion of the Services.	ral liability insurance, errors and omissions, as the case may be, ("Liability Insurance"), 10 per occurrence, and naming the Town as the Liability Insurance in full force and effect until waived (Consent from the Town's insurance					
	anting a waiver absent an emergency).					
Modification of limit amount to Town's insurance carrier must be emergency).	\$ (Consent from the obtained prior to a modification absent an					
IC shall also deliver to the Town proof that IC maintains Worker's Compensation Coverage.						
Dated: June 4, 2019	Independent Contractor By: Cassidy Putney Authorized Agent					

ATTACHMENT 8

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

CANANDAIGUA Local Law No. Of the year 2019 A local law TO REMOVE ANY TAX EXEMPTION PROVIDED IN NYS REAL PROPEI (Insert Title) SECTION 487 RELATED TO SOLAR, WIND, OR OTHER ALTERNATIVE Be it enacted by the TOWN BOARD (Name of Legislative Body)	
TO REMOVE ANY TAX EXEMPTION PROVIDED IN NYS REAL PROPEI (Insert Title) SECTION 487 RELATED TO SOLAR, WIND, OR OTHER ALTERNATIVE Be it enacted by the TOWN BOARD (Name of Legislative Body)	
A local law TO REMOVE ANY TAX EXEMPTION PROVIDED IN NYS REAL PROPEI (Insert Title) SECTION 487 RELATED TO SOLAR, WIND, OR OTHER ALTERNATIVE Be it enacted by the TOWN BOARD (Name of Legislative Body)	
A local law TO REMOVE ANY TAX EXEMPTION PROVIDED IN NYS REAL PROPEI (Insert Title) SECTION 487 RELATED TO SOLAR, WIND, OR OTHER ALTERNATIVE Be it enacted by the TOWN BOARD (Name of Legislative Body)	
(Insert 7itle) SECTION 487 RELATED TO SOLAR, WIND, OR OTHER ALTERNATIVE Be it enacted by the TOWN BOARD (Name of Legislative Body)	ENERGY
(Name of Legislative Body)	
	of th
County College City City	
□County □City ☑Town □Village	
(Select one:) Of CANANDAIGUA	as follows:
	and the same of th
ATTACHED EXHIBIT "A"	
· · · · · · · · · · · · · · · · · · ·	
·	
•	

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

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

the (County)(City)(Town)(Village) of CANANDA				any passen ny .
the (County)(City)(Town)(Village) of CANANDA (Name of Legislative Body)	on	20	_, in accordance	with the applica
(Name of Legislative Body)				
provisions of law.				
2. (Passage by local legislative body with a	oproval. no disapproval	or repassage	after disapprov	al by the Electiv
Chief Executive Officer*.) I hereby certify that the local law annexed hereto	, o, designated as local law	No.		of 20
the (County)(City)(Town)(Village) of			was	duly passed by ti
	on	20	, and was (app	roved)(not appro
(Name of Legislative Body)				
(repassed after disapproval) by the (Elective Chief			and was de	emed duly adopt
(Elective Chier	f Executive Officer*)			
on 20 , in accordance v	w ith the applicable provis	ions of law.		
 (Final adoption by referendum.) hereby certify that the local law annexed hereto 	, designated as local law	No	0	f 20 of
he (County)(City)(Town)(Village) of				
41	on	20	, and was (appro	ved/(not abbiov
Name of Legislative Body)				**
repassed after disapproval) by the (Elective Chief	Consulting Officers		on	20
uch local law was submitted to the people by rea ote of a majority of the qualified electors voting th	ison of a (mandatory)(per ereon at the (general)(sp	missive) refere ecial)(annual) (ndum, and recei election held on	ved the affirmativ
, in accordance with the applicable provis				
, ill accordance with the applicable provide	sions of law.			
•				
(Subject to permissive referendum and fina	ıl adoption because no v	alid petition v	was filed reque:	sting referendur
ereby certify that the local law annexed hereto,	designated as local law N	0	of	20 of
e (County)(City)(Town)(Village) of			was o	uly passed by th
, , , , , , , , , , , , , , , , , , ,				red)(not approve
ame of Legislative Body)	VII		and was (appro-	oay(not approve
and a first of the second of t		on	20	Such loca
passed after disapproval) by the (Elective Chief E	xecutive Officer*)	On	20,	1 00011 1000
v was subject to permissive referendum and no	unlid notition requesting s	uch referendur	n was filed as of	
	valia herinon tedaesiing s	aon releiendiad	H WAS IIIOU AS OI	
was subject to permissive referendum and no , in accordance with the applicable provis				

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

I hereby certify that the local law annexed hereto, de		of 20 of
the City of having been s	ubmitted to referend um purcuent to the pu	rovisions of section (36)(37) of
the Municipal Home Rule Law, and having received t	he affirmative yets of a majority of the dis	alified electors of such city voting
thereon at the (special)(general) election held on	20, became operati	ve.
6. (County local law concerning adoption of Cha	rter.)	
I hereby certify that the local law annexed hereto, des	signated as local law No	of 20 of
the County ofState of New		
November 20, pursuant to subd		
received the affirmative vote of a majority of the quality		
qualified electors of the towns of said county consider		
qualified of other of the terms of oally bound,		.,
		7
(If any other authorized form of final adoption has	been followed, please provide an appr	opriate certification.)
I further certify that I have compared the preceding los		
correct transcript therefrom and of the whole of such of		
paragraph above.	, , , , , , , , , , , , , , , , , , , ,	
paragraph		
	Clerk of the county legislative body	, City, Town or Village Clerk or
	officer designated by local legislati	
'Seal)	Date:	
	•	

TOWN OF CANANDAIGUA LOCAL LAW # OF 2019

ATTACHMENT "A"

SECTION ONE. This Local Law is enacted pursuant to Section 487 of the New York State Real Property Tax Law.

SECTION TWO. Town Code § 183-6 shall be replaced in its entirety with the following: § 183-6 Exemption Not Granted

Pursuant to subsection 8 of Section 487 of the New York State Real Property Tax Law, the Town of Canandaigua, by this article provides that no exemption under Section 487 of the Real Property Tax Law shall be applicable to Town taxes with respect to any solar energy system; wind energy system; farm waste energy system; microhydroelectric energy system; fuel cell electric generating system; micro-combined heat and power generating equipment system; electric energy storage equipment; and/or electric energy storage system constructed subsequent to the effective date of this article.

SECTION THREE. Effective Date. This Local Law shall be effective immediately upon its filing with the New York State Secretary of State.

SECTION FOUR. Filing. Pursuant to subsection 8 of Section 487 of the New York State Real Property Tax Law, a copy of this Local Law shall be filed with the Commissioner of New York State Department of Taxation and Finance and with the President of New York State Energy Research and Development Authority.

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information		
Town of Canandaigua Town Board	····	
Name of Action or Project:		
Local Law to remove any tax exemption provided in NYS Real Property Tax Law Section 48	7 related to solar, wind, or oth	er alternative energy
Project Location (describe, and attach a location map):		
Town of Canandaigua		
Brief Description of Proposed Action:		
The purpose of this local law is to remove any tax exemption provided in NYS Real Property alternative energy	Tax Law Section 487 related	to solar, wind, or other
Name of Applicant or Cooperation		
Name of Applicant or Sponsor:	Telephone: 585-394-112	0
Town of Canandaigua Town Board	E-Mail: ecooper@townot	fcanandaigua.org
Address:		
5440 Route 5 & 20 West		
City/PO:	State:	Zip Code:
Canandaigua	NY	14424
 Does the proposed action only involve the legislative adoption of a plan, local administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the emay be affected in the municipality and proceed to Part 2. If no, continue to question. 	environmental resources th	NO YES
2. Does the proposed action require a permit, approval or funding from any other If Yes, list agency(s) name and permit or approval:	er government Agency?	NO YES
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	acres acres acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:		
5. Urban Rural (non-agriculture) Industrial Commercia	al 🔲 Residential (subur	ban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Spec	cify):	
Parkland		

5.	Is the proposed action,	NO	YES	N/A
	a. A permitted use under the zoning regulations?			
	b. Consistent with the adopted comprehensive plan?			
6	Is the proposed action consistent with the predominant character of the existing built or natural landsca	no?	NO	YES
6.	is the proposed action consistent with the predominant character of the existing built of natural landsca	per		
7.	Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area	?	NO	YES
If	Yes, identify:			
8.	a. Will the proposed action result in a substantial increase in traffic above present levels?	ļ	NO	YES
	b. Are public transportation services available at or near the site of the proposed action?			
	c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
9.	Does the proposed action meet or exceed the state energy code requirements?		NO	YES
	ne proposed action will exceed requirements, describe design features and technologies:			
10.	Will the proposed action connect to an existing public/private water supply?		NO	YES
	If No, describe method for providing potable water:			
11.	Will the proposed action connect to existing wastewater utilities?		NO	YES
	If No, describe method for providing wastewater treatment:			
which Con	a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or disting it is listed on the National or State Register of Historic Places, or that has been determined by the amissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the Register of Historic Places?	-	NO	YES
arch	b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for aeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
	a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES
	b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	-		
If Y	es, identify the wetland or waterbody and extent of alterations in square feet or acres:			
			1 194 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		—— ı		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
Shoreline Forest Agricultural/grasslands Early mid-successional		
☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?		
16. Is the project site located in the 100-year flood plan?	NO	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,		
a. Will storm water discharges flow to adjacent properties?		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?		
If Yes, briefly describe:	-	
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:		\Box
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste	NO	YES
management facility?	110	TEG
If Yes, describe:		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or	NO	YES
completed) for hazardous waste? If Yes, describe:		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BE MY KNOWLEDGE	ST OF	
Applicant/sponsor/name: Town of Canandaigua / Eric Cooper Date: May 6, 2019		
Signature:		

Agency Use Only [If applicable]

Project:	Tax Exemption Local Law
Date:	6/17/2019

Short Environmental Assessment Form Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Agen	cy Use Only [If applicable]
Project:	Tax Exemption LL
Date:	6/17/19

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information that the proposed action may result in one or more pote environmental impact statement is required.	rmation and analysis above, and any supporting documentation, entially large or significant adverse impacts and an
Check this box if you have determined, based on the info	rmation and analysis above, and any supporting documentation,
that the proposed action will not result in any significant	rmation and analysis above, and any supporting documentation, adverse environmental impacts.
, g	
Town Board, Town of Canandaigua	6/17/2019
Name of Lead Agency	Date
Doug Finch	Town Manager
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Mr. Cooper reviewed the draft of a proposed Local Law regarding the proposed replacement of Town Code §183-6 with the following §183-6 Exemption Not Granted:

Pursuant to Subsection 8 of Section 487 of the New York State Real Property Tax Law, the Town of Canandaigua by this article provides that no exemption under Section 487 of the Real Property Tax Law shall be applicable to Town taxes with respect to any solar energy system; wind energy system; farm waste energy system; micro-hydroelectric energy system; fuel cell electric generating system; micro-combined heat and power generating equipment system; electric energy storage equipment; and/or electric energy storage system constructed subsequent to the effective date of this article.

Mr. Damann said that a tax exemption could serve as an incentive for property owners to consider and install alternative forms of energy on their properties. He asked if the calculation is available of the impact upon the Town budget of property tax exemptions for alternative forms of energy installed on agricultural properties.

Ms. Davey said that property tax exemptions could serve as an encouragement for farmers to consider the installation of bio-digesters on their farms. She said that this equipment would provide huge reductions in the amount of manure and other erosion wastes from entering the streams and the lake.

Ms. Marthaller said that property tax exemptions for alternative energy initiatives for agricultural uses would be appropriate for the Town to consider. She also asked about the monetary impact of the exemptions upon the Town budget.

Mr. Cooper said that the Local Law has been written to comply with New York State law. He said that he was not sure if a local municipality could pick and choose the type of property tax exemption they may wish to provide.

Also discussed was the possibility of offering property tax exemptions to residents who invest in alternative energy to reduce the amount of energy use in their homes. Ms. Foreman noted that residents who now invest in alternative energy received increased property tax assessments and incur higher property tax bills.

■ Environmental Conservation Board Comments: The Environmental Conservation Board suggests that the monetary impact upon the Town budget be calculated for consideration of alternative energy initiatives for agricultural properties. The board also suggests that property tax exemptions for residents who invest in alternative energy initiatives be considered.

available for boaters and that he would consider offering this service at this new location. Mr. Marchenese said that the boat stewards at the launches inform boat owners of the service. Mr. Staychock said that the Town would like to help increase the awareness of this service to prevent the spread of invasive species in the lake.

There were no further comments or questions on this Sketch Plan this evening.

5. BOARD BUSINESS

A. Approval of minutes of May 14, 2019:

■ A motion was made by MR. SCHWARTZ, seconded by MR. STAYCHOCK, that the minutes of the May 14, 2019, meeting be approved.

Motion carried by voice vote.

B. Ordinance Committee Report:

Property Tax Exemptions
Referred from the Town Board to the Planning Board on May 20, 2019

Mr. Cooper reviewed the draft of a proposed Local Law regarding the proposed replacement of Town Code §183-6 with the following §183-6 Exemption Not Granted:

Pursuant to Subsection 8 of Section 487 of the New York State Real Property Tax Law, the Town of Canandaigua by this article provides that no exemption under Section 487 of the Real Property /tax Law shall be applicable to Town taxes with respect to any solar energy system; wind energy system; farm waste energy system; micro-hydroelectric energy system; fuel cell electric generating system; micro-combined heat and power generating equipment system; electric energy storage equipment; and/or electric energy storage system constructed subsequent to the effective date of this article.

■ **Planning Board Comments:** None.

C. Town Board Referral: MUO Zoning Advisory Report:

CPN-19-034 James Bachman representing The People's Line LLC, c/o Jeremy Fields, 4608 County Road 1, Canandaigua, N.Y. 14424, owner of property at 3495 State Route 364.

ATTACHMENT 9



New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

(Name of Legislative Body) County City Town Village (Select one:) of CANANDAIGUA as follows	☐County ☐City ☑Town (Select one:)	∐Village	
A local law TO AMEND THE ZONING CODE TO ALLOW FOR MULTITENANT SIGNAGE (Insert Title) Be it enacted by the TOWN BOARD (Name of Legislative Body) County City Town Village (Select one:) of CANANDAIGUA as follows	of CANANDAIGUA		
Be it enacted by the TOWN BOARD of the County City Normal City Normal County City Normal	Local Law No.	of the year 20 ¹⁹	
(Name of Legislative Body) ☐County ☐City ☐Town ☐Village (Select one:) of CANANDAIGUA as follows	A local lavy	ING CODE TO ALLOW FOR MULTITI	ENANT SIGNAGE
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(Name of Legislative Body) County City XTown Village (Select one:) of CANANDAIGUA as follows			
☐County ☐City ☑Town ☐Village (Select one:) of CANANDAIGUA as follows	Be it enacted by the TOWN BOA	RD ive Body)	of the
of CANANDAIGUA as follows			
	(Select one:)	viiiage	ae followe:
ATTACHED SCHEDULE "A"			as follows.

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

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

(Searity)(Sity)(Fewis)(Village) or			ימי עת הפפפח עוווע פונע
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Name of Legislative Body)	On		, in accordance with the applicable
provisions of law.			
. (Passage by local legislative body with ap Chief Executive Officer*.)	oproval, no disapprov	val or repassage a	after disapproval by the Elective
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(Final adoption by referendum)			
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^{*} Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

I hereby certify that the local law annexed hereto, design		of 20 of
the City of having been subn	nitted to referendum pursuant to the provisio	ons of section (36)(37) of
the Municipal Home Rule Law, and having received the a		
thereon at the (special)(general) election held on	• •	
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6. (County local law concerning adoption of Charter	r.)	
I hereby certify that the local law annexed hereto, design		
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November 20, pursuant to subdivisi	ions 5 and 7 of section 33 of the Municipal H	lome Rule Law, and having
received the affirmative vote of a majority of the qualified		
qualified electors of the towns of said county considered	as a unit voting at said general election, bec	ame operative.
(If any other authorized form of final adoption has be-	en followed, please provide an appropriat	te certification.)
I further certify that I have compared the preceding local I		
correct transcript therefrom and of the whole of such original		
paragraph above.	,,,,,,,,	
	Clerk of the county legislative body, City, officer designated by local legislative bod	
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Seal)	Date:	

TOWN OF CANANDAIGUA LOCAL LAW # of 2019

Schedule "A"

SECTION ONE. Town Code §220-81(G) shall be replaced in its entirety with the following: G. Support. All signs shall be securely attached to a building or a structurally sound support. No sign shall be attached to a fence, utility pole or tree. Signs may be erected or maintained upon the roof of a building or structure, but may not exceed the height requirement of this Chapter.

SECTION TWO. Town Code § 220-83(B) shall be replaced in its entirety with the following:

- B. Permanent commercial speech signs within multiuse developments. The following standards shall apply to all permanent commercial speech signs upon a single parcel of real property within a CC, NC, RB-1, LI, I, or PUD Zoning District where more than one principal building or use is proposed or exists, as in the case of a shopping center, plaza, office complex, or other multiple commercial or industrial use facility or complex:
 - (1) Development Identification sign. One development identification ground sign may be erected which identifies the name of the shopping center, plaza, office complex, industrial park or facility as a whole and does not identify any individual business activity. The development identification ground sign may be erected only as a single- or double-sided ground sign.
 - (a) A development identification sign shall not exceed 20 feet in height. No single display surface of the development identification sign shall exceed 40 square feet and the total sign area of the sign shall not exceed 40 square feet if the sign consists of a single display surface or 80 square feet if the sign consists of two display surfaces.
 - (2) Multi-Use Development Identification sign. Within the CC zoning district, one Multi-Use Development Identification sign may be erected only on lot frontage of State Route 332 or State Route 5 and 20 which identifies the name of the shopping center, plaza, office complex, industrial park or facility as a whole and which identifies individual business activity. The Multi-Use Development Identification sign may be erected only as a single- or double-sided ground sign.
 - (a) A Multi-Use Development Identification sign shall conform to the dimensional requirements as specified in Schedule III included as part of this Chapter.
 - (b) Monopole signs prohibited.

- (c) Multi-tenant Development Identification signs shall be constructed with the same or similar architectural features & similar materials as the building. Applicant shall provide a statement attesting to such.
- (d) Multi-Use Development Identification Sign shall have an architectural top or cap to coordinate with building.
- (e) Sign Copy shall be placed at least 3 ft. above grade.
- (f) Sign base shall be constructed with year-round landscaping.
- (g) Sign copy area shall have same material and dimensions for consistency.
- (h) Applicant shall demonstrate that proposed sign location does not lie within the Clear Sight Triangle.
- (i) A business or use on an adjacent parcel may advertise on a Multi-Tenant Identification Sign when both parcels share an access and upon Special Use Permit approval from the Planning Board. No additional ground signs may be granted to such adjacent parcel.
- (j) Planning Board may waive or alter the provisions of 220-83(B)(1) (c) (g).
- (3) Tenant identification signs. Each individual business or use within a multiuse development which has an exterior entrance may have a tenant identification sign mounted on the building. Tenant identification signs shall be uniform in design, style and, to the extent practicable, location on the building when compared to other such signs within the same multiuse development and shall only consist of:
 - (a) A building-mounted sign which does not exceed one square foot of sign area for each linear foot of building frontage occupied by the use or tenant or 350 square feet of sign area, whichever area is less, and is not more than 10 feet in vertical height.
 - (b) Multiple tenant identification signs are prohibited. Except for temporary signs conforming to the requirements of § 220-85; building directory signs permitted pursuant to Subsection § 220-83 B(5); Blade Signs permitted pursuant to § 220-83 B(8); and Multi-Use Development Identification Signs which conform to this Chapter and have received Planning Board approval.

- (4) Other ground signs prohibited. Ground signs identifying individual businesses within any multiuse development shall be prohibited except for approved Multi-Use Development Identification Signs pursuant to Subsection § 220-83 B(2).
- (5) Business advertising and changeable-copy signs prohibited. Business advertising and changeable-copy signs within multiuse developments shall be prohibited.
- (6) Building directory signs. A building directory sign may be erected upon a multiple-use structure as close to the main entrance as possible. One building directory sign may be mounted upon the building, provided such sign shall not exceed eight square feet in sign area.
- (7) Sign location. To the extent practicable, tenant identification signs and building directory signs permitted herein shall be erected only on the side of the building facing the common parking area.
- (8) Every ground sign shall have street identification numbers in Arabic numerals at least four inches in height made of reflective, contrasting material incorporated in to the face of the sign or the structure supporting so as to be clearly visible from the public way.
- (9) Blade Sign. A blade sign may be allowed within Multi-Use Developments. Minimum height above grade shall be 10 ft., and 5 sq. ft. shall be the maximum area per side.
- (10) Development Identification Signs per parcel. An eligible parcel may have only one (1) Development Identification Sign or one (1) Multi-Use Development Identification Sign. In no instance shall both be allowed on a single parcel.

SECTION THREE. Town Code § 220-87(D) is hereby replaced in its entirety with the following: D. Off-site advertising signs prohibited. With the exception of certain temporary signs described in § 220-85 and Multi-Use Development Identification Signs in § 220-83(B)(2)(j), no sign advertising a business, use or service other than that available on the parcel of real estate on which the sign is located shall be permitted.

SECTION FOUR. Town Code § 220-87(F) is hereby replaced in its entirety with the following: F. Temporary signs. Temporary signs other than those specified in § 220-85 are prohibited.

SECTION FIVE. Town Code § 220-87(H) is hereby replaced in its entirety with the following: H. Roof signs. No signs, banners, flags or other like advertising devices shall be permitted above the peak of the roof of any building or structure.

SECTION SIX. The following new subsection shall be added at the end of Town Code § 220-87 as subsection 220-87(K): K. Reflective surfaces. Signs having glaring reflective surfaces are prohibited, except for street identification numbers.

SECTION SEVEN. The following new subsection shall be added at the end of Town Code § 220-87 as subsection 220-87(L): L. Electronic Message Signs. Electronic Message Signs prohibited.

SECTION EIGHT. The following shall be added as 220d Schedule III to the Zoning Chapter in Town Code:

ZONING 220 Attachment 4 Town of Canandaigua Schedule III Multi-Use Development Identification Signage

Development Max Floor Area	Single Side Sign Area Max ft²	Max Height (ft)
0-14,999	40	16
15,000-24,999	60	17
25,000-49,999	80	18
50,000-74,999	100	19
75,000+	120	20

- Multiplier of 1.25 sq. ft. and +2 ft. height (22 ft. max) for signs perpendicular to 55mph or greater roadways.
- Multiplier of 1.25 sq. ft. for signs that stay below 16 ft. height.

SECTION NINE. The following definitions shall be added to Town Code §1-17:

SIGN, MULTI-USE DEVELOPMENT IDENTIFICATION

A ground sign designed or intended to identify multiple tenants, occupants or establishments within a multi-use development.

SIGN, MONOPOLE

A sign principally supported by only one column, pole, or brace placed in or upon the ground.

SIGN, BLADE

A sign principally designed for pedestrians placed under the building façade and perpendicular to the building.

SIGN, ELECTRONIC MESSAGE

An electrically activated changeable sign whose variable message and/or graphic presentation capability can be electronically programmed.

CLEAR SIGHT TRIANGLE

An unobstructed vision at street intersections defined by lines of sight within the triangle created by connecting a point where streets intersect, a point 500 ft back on higher classification street, and 15 ft back on lower classification street.

SECTION TEN. The definition of Floor Area contained in Town Code § 1-17 shall be replaced in its entirety with the following definition:

FLOOR AREA

For the purposes of applying the requirements for off-street parking and loading, "floor area," in the case of offices, merchandising or service types of uses, shall mean the floor area used or intended to be used by tenants or for service to the public as customers, patron, clients or patients, including areas occupied by fixtures and equipment used for display or sales of merchandise. It shall not include areas used principally for nonpublic purposes such as storage, incidental repair, processing or packaging of merchandise, for shop windows, for offices incidental to the management or maintenance of stores or buildings, for toilet or rest rooms, for utilities or for dressing rooms, fitting rooms or alteration rooms. For the purposes of applying the requirements for Multi-Use Development Identification Signs, floor area shall not include areas used for mini-storage.

SECTION ELEVEN. Severability. If any portion of this Local Law shall be deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Local Law shall remain in full force and effect to the extent practicable.

SECTION TWELVE. Effective Date. This Local Law shall be effective immediately upon its filing with the New York State Secretary of State.

TITLE OF LL:

An act to amend Chapter 220-83 and Chapter 1-17, in relation to business identification signs within a multi-use development on a single parcel within certain zoning districts.

PURPOSE OR GENERAL IDEA OF BILL:

The purpose of this local law is to amend Town Code Chapter 220-82 and Chapter 1-17 to allow developments with multiple tenants in the CC zoning district to provide signage along the State Route 332 and 5&20 right-of-way for those tenants following Planning Board approval.

JUSTIFICATION:

In late 2017, a request was made by the newly formed Economic Development Committee to look into potential changes to allow multi-tenant signage within the Town's commercial districts. This is a regulatory constraint identified as per the recommendations of the 2011 Master Plan update.

This prohibition on identifying individual tenants has been around since at least 1989. The original intent of the Code is unclear, as is a potential event that led to its initial adoption.

Numerous plaza owners have expressed their support to the Development Office for revising the code to allow these types of signs. They believe that their inability to advertise along the road has hampered their ability to rent space and tenant businesses' ability to survive. Statistics seem to back up their claims.

- Almost eight in 10 (76 percent) American consumers enter a store they have never visited before based on its signs. $^{\rm 1}$
- 60 percent of consumers say the absence of a sign deters them from entering a store.²
- Half of the customers, in a survey, answered that they first learned about business because of its sign.³
- Research from University of California at Berkeley shows the result that 68% of purchases were unexpected during major shopping and 54% on smaller shopping. Effective

¹ https://about.van.fedex.com/newsroom/fedex-office-survey-standout-signs-contribute-to-sales/

² Ibid

³ https://lib.dr.iastate.edu/cgi/viewcontent.cgi?article=1842&context=etd

- signage will create -impulse | sales by attracting the consumer's attention even though those consumers are not initially planning to visit the store.
- Roughly 60% of businesses reported that changing the design or enhancing the visibility of their signage had a positive impact on sales, number of transactions and profits, with an average increase of about 10%.⁵
- Sign changes also led to small positive impacts on employment. Nearly a quarter of respondents reported hiring more people.⁶
- A new building sign, a new pole, or a freestanding multi-tenant sign tends to add 5 percent to 15 percent to a site's sales revenues.⁷

An increase in traffic to Town stores should also raise tax revenue for the Town of Canandaigua through sales and property tax.

Per studies done on the safety of signage, especially relating to roadside signage for Drivers, it is much safer to create legible signage within the "cone of vision" than to require drivers on a crowded and high-speed street to look away from the road to seek their destination. Despite the idea that increases in signage make streets less safe, some studies dispute this finding that there is no difference.

A superficial review of the parcels this code would impact shows failure to rent available spaces. The owners of at least 2 of these developments made known to the development office that they felt the prohibition on signage played a role in the vacant space. Currently a number of spaces are available at Roseland Plaza, Rochester Linoleum One Plaza, Raymour and Flanigan, Parkside Greens, and Vision Commons. Additionally, spaces in rear of Gateway Center are unable to advertise their business along the road with existing regulations. This code could potentially rectify these issues.

Finally, our zoning code has identified the Community Commercial as the zoning district responsible for providing commercial

⁴ Ibid

⁵ http://martin-supply.com/pdf/Cirrus/Studies/Economic Value of Signs University of Cincinnati.pdf

⁶ Ibid

⁷ http://www.signresearch.org/wp-content/uploads/Economic-Value-of-On-Premise-Signage-University-of-San-Diego-1997.pdf

⁸ http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.564.3707&rep=rep1&type=pdf

https://www.tandfonline.com/doi/abs/10.1080/17457300.2012.686042?src=recsys&journalCode=nics20
And http://www.freemansigns.com/uploads/USSC_Traffic_Safety_Study.pdf and http://www.signresearch.org/wp-content/uploads/On-Premise-Sign-Research-Review.pdf

goods for the greater portion of the Town and surrounding areas. Signs are inherently commercial and they are practically necessary for a commercial district to survive. We currently allow signage along the roadside and building frontage for single-use commercial spaces. But for mixed-use spaces (a permitted use within this zone) we only allow for signage along the building. It seems logical that these locations in multi-use parcels are equally deserving of roadside signage.

With consideration being given to the aesthetic of allowing greater signage, specific language is provided to ensure that multi-tenant signage is as appealing as possible. The Planning Board will have ultimate judgement as to whether they meet the requirements of this code within the setting of a public hearing.

DRAFT:

MULTI-TENANT DEVELOPMENT SIGN CODE

LAST REVISED 5/22/20192/14/20192/26/2018

§ 220-81 Design standards and general regulations.

<u>G.</u> Support. All signs shall be securely attached to a building or a structurally sound support. No sign shall be attached to a fence, utility pole or tree. <u>Signs</u> may be erected or maintained upon the roof of a building or structure, but may not exceed the height requirement of this Chapter. No sign shall be erected or maintained upon the roof of any building or structure.

220-83 B.

Permanent commercial speech signs within multiuse developments. The following standards shall apply to all permanent commercial speech signs upon a single parcel of real property within a CC, NC, RB-1, LI, I, or PUD Zoning District where more than one principal building or use is proposed or exists, as in the case of a shopping center, plaza, office complex, or other multiple commercial or industrial use facility or complex:

(1)

Development ildentification sign. One development identification ground sign may be erected which identifies the name of the shopping center, plaza, office complex, industrial park or facility as a whole and does not identify any individual business activity. The development identification ground sign may be erected only as a single- or double-sided ground sign.

Commented [ZI1]: Per 2/14 Ordinance Committee Review

Commented [ZI2]: Eliminating this:

-Changes height req't of a development ID sign from 20 ft to 16 ft to 20 ft.

-Changes sq. ft. from 40 sq. ft. to up to 120 sq. ft.
-Deleting would restrict these signs to 332 and 5/20. Would require more complicated code language to add distinction.
-Currently allows Development ID signs on all roads, eliminating only allows signs on

- (a) A development identification sign shall not exceed 20 feet in height. No single display surface of the development identification sign shall exceed 40 square feet and the total sign area of the sign shall not exceed 40 square feet if the sign consists of a single display surface or 80 square feet if the sign consists of two display surfaces.
- _(b) Every ground sign shall have street identification numbers in Arabic numerals at least four inches in height made of reflective material incorporated in to the face of the sign or the structure supporting said sign so as to be clearly visible from the public way
- (2). Multi-Use Development Identification sign. Within the CC zoning district, one Multi-Use Development Identification sign may be erected only on lot frontage of State Route 332 or State Route 5 and 20 which identifies the name of the shopping center, plaza, office complex, industrial park or facility as a whole and which identifies individual business activity. The Multi-Use Development Identification sign may be erected only as a single- or double-sided ground sign.
- (a) A Multi-Use Development Identification sign shall conform to the dimensional requirements as specified in Schedule III included as part of this Chapter.
- (b) Monopole signs prohibited.

Commented [ZI3]: Moved to further section of Chapter

Commented [ZI4]: Creating standard, defined terms

Commented [e5]: To restrict placement only on frontage with 5/20 and 332

Commented [ZI6]: Necessary to allow Multi-Tenant signage.

Commented [ZI7]: Removed for new standards.

Commented [Z18]: With a goal to allow signage only where it positively contributed to the environment surrounding, it was felt that monopole signs are too simple and not visually appealing.

(c) Multi-tenant Development Identification signs shall be constructed with the same or similar architectural features & similar materials as the building.

Applicant shall provide a statement attesting to such.

(d) Multi-Use Development Identification Sign shall have an architectural top or cap to coordinate with building.

(e) Sign Copy shall be placed at least 3 ft. above grade.

(f) Sign base shall be constructed with year-round landscaping.

(g) Sign copy area shall have same material and dimensions for consistency.

(h) Applicant shall demonstrate that proposed sign location does not lie within the Clear Sight Triangle.

(i) A business or use on an adjacent parcel may advertise on a Multi-Tenant Identification Sign when both parcels share an access and upon Special Use Permit approval from the Planning Board. No additional ground signs may be granted to such adjacent parcel.

(j) Planning Board may waive or alter the provisions of 220-83 B.1 (c) – (g).

Every ground sign shall have street identification numbers in Arabic numerals at least four inches in height made of reflective material incorporated in to the face of the sign or the structure supporting said sign so as to be clearly visible from the public way.

(32)

Commented [ZI9]: The Planning Board may waive this provision given a compelling reason. However, this was to provide a consistent look to a particular area. Also to provide guidance to applicants as to a style to design to.

Commented [ZI10]: Taken from Glenview. A distinct "top" to

Commented [ZI11]: Meant to ensure visibility of the signage above landscaping and to make signs more visible while driving. Intent taken from US Sign Council.

Commented [ZI12]: Requires that there is a consistent look to a sign to make more appealing.

Commented [ZI13]: Traffic safety measure.

Commented [Z114]: Similar to other Special Use permits. The PB is allowed the discretion to provide relief on certain subjective evaluation.

Commented [ZI15]: Moved to another section.

Tenant identification signs. Each individual business or use within a multi_use development which has an exterior entrance may have a tenant identification sign mounted on the building. Tenant identification signs shall be uniform in design, style and, to the extent practicable, location on the building when compared to other such signs within the same multiuse development and shall only consist of:

(a)

A building-mounted sign which does not exceed one square foot of sign area for each linear foot of building frontage occupied by the use or tenant or 350 square feet of sign area, whichever area is less, and is not more than 10 feet in vertical height.

(b)

Multiple tenant identification signs are prohibited. Except for temporary signs conforming to the requirements of § 220-85; and except for building directory signs permitted pursuant to Subsection § 220-83 B(5); Blade Signs permitted pursuant to § 220-83 B(8); and Multi-Use Development Identification Signs which conform to this Chapter and have received Planning Board approval. Multiple tenant signs identifying or advertising individual businesses or tenants on the same parcel within multiple use developments shall be prohibited.

Commented [ZI16]: To allow tenant ID. And Blade signs per following section.

(34)

Other ground signs prohibited. Ground signs identifying individual businesses within any multiuse development shall be prohibited except for approved Multi-

Use Development Identification Signs pursuant to Subsection § 220-83 B(2).

(54)

Business advertising and changeable-copy signs prohibited. Business advertising and changeable-copy signs within multiuse developments shall be prohibited.

(65)

Building directory signs. A building directory sign may be erected upon a multiple-use structure as close to the main entrance as possible. One building directory sign may be mounted upon the building, provided such sign shall not exceed eight square feet in sign area.

(76)

Sign location. To the extent practicable, tenant identification signs and building directory signs permitted herein shall be erected only on the side of the building facing the common parking area.

(8)

Every ground sign shall have street identification numbers in Arabic numerals at least four inches in height made of reflective, contrasting material

Commented [Z117]: Added to provide clarity to which grounds signs are prohibited.

incorporated in to the face of the sign or the structure supporting so as to be clearly visible from the public way.

Commented [ZI18]: Moved from previous section.

(9) Blade Sign. A blade sign may be allowed within Multi-Use Developments.

Minimum height above grade shall be 10 ft., and 5 sq. ft. shall be the maximum area per side.

Commented [Z119]: Small signs directed for pedestrian traffic have been requested in the past. This would allow them in the largest of the Town's plazas.

(10) Development Identification Signs per parcel. An eligible parcel may have only one (1) Development Identification Sign or one (1) Multi-Use Development Identification Sign. In no instance shall both be allowed on a single parcel.

§ 220-87**Prohibited signs.**

The following types of signs and sign content are prohibited in all districts:

<u>D.</u> Off-site advertising signs prohibited. With the exception of certain temporary signs described in § <u>220-85</u> and <u>Multi-Use Development</u> <u>Identification Signs in § 220-83 B(2)(j)</u>, no sign advertising a business, use or service other than that available on the parcel of real estate on which the sign is located shall be permitted.

F. Temporary signs. Temporary signs other than those specified in § 220-85 are prohibited. reflective surfaces. Signs having glaring reflective surfaces are prohibited.

<u>H.</u> Roof signs. No signs, banners, flags or other like advertising devices shall be permitted above the peak of the roof of any building or structure or to be mounted so as to project above the eaves line.

K. Rreflective surfaces. Signs having glaring reflective surfaces are prohibited, except for street identification numbers.

Commented [ZI20]: Correcting an existing typo within Town Code.

Commented [ZI21]: To allow signs on roofs

Commented [ZI22]: Consistent with other sections of existing sign code.

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Definitions

SIGN, MULTI-USE DEVELOPMENT IDENTIFICATION

A ground sign designed or intended to identify multiple tenants, occupants or establishments within a multi-use development.

SIGN, MONOPOLE

A sign principally supported by only one column, pole, or brace placed in or upon the ground.

SIGN, BLADE

A sign principally designed for pedestrians placed under the building façade and perpendicular to the building.

SIGN, ELECTRONIC MESSAGE

An electrically activated changeable sign whose variable message and/or graphic presentation capability can be electronically programmed.

CLEAR SIGHT TRIANGLE

An unobstructed vision at street intersections defined by lines of sight within the triangle created by connecting a point where streets intersect, a point 500 ft back on higher classification street, and 15 ft back on lower classification street.

FLOOR AREA

For the purposes of applying the requirements for off-street parking and loading, "floor area," in the case of offices, merchandising or service types of uses, shall mean the floor area used or intended to be used by tenants

or for service to the public as customers, patron, clients or patients, including areas occupied by fixtures and equipment used for display or sales of merchandise. It shall not include areas used principally for nonpublic purposes such as storage, incidental repair, processing or packaging of merchandise, for shop windows, for offices incidental to the management or maintenance of stores or buildings, for toilet or rest rooms, for utilities or for dressing rooms, fitting rooms or alteration rooms. For the purposes of applying the requirements for Multi-Use Development Identification Signs, floor area shall not include areas used for ministorage.

ZONING

220 Attachment 4

Town of Canandaigua Schedule III

Multi-Use Development Identification Signage

Development Max Floor Area	Single Side Sign Area Max ft ²	Max Height (ft)
0-14,999	40	<u>16</u>
15,000-24,999	<u>60</u>	<u>17</u>
25,000-49,999	<u>80</u>	<u>18</u>
50,000-74,999	<u>100</u>	<u>19</u>
<u>75,000+</u>	<u>120</u>	<u>20</u>

 Multiplier of 1.25 sq. ft. and +2 ft. height (22 ft. max) for signs perpendicular to 55mph or greater roadways.

• Multiplier of 1.25 sq. ft. for signs that stay below 16 ft. height.

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Requesting Single-Stage Site Plan approval for construction of a new Accessory Structure (garage). *Approved by the Planning Board.*

3. Comprehensive Plan Update:

Mr. Cooper reported that approximately 15 members have been appointed to the Comprehensive Plan Committee. Two additional members are needed (one from the Uptown area and one from the Hamlet of Cheshire). The first meeting of the Committee will be on Tuesday, May 7, 2019, from 5:00 p.m. to 7:00 p.m. at the Town Hall.

4. Update on the Bero Application:

Ms. Marthaller reported that the property owned by Bero Contracting and Development Corporation on Lake Hill Drive (Lakeside Estates Conservation Subdivision, TM #126.00-1-59.110) will not be developed as a 40-home subdivision. Instead, the applicant plans to sell the entire 82.84-acre parcel to one owner for construction of one home. A Public Hearing will be held by the Planning Board on May 14, 2019, for subdivision approval of the property into proposed Lot #1 of 78.17 acres and proposed Lot #2 of 4.67 acres of existing conservation land with a developed stormwater pond, pipes, access roads and easements to the Town of Canandaigua.

f. Referral from the Ordinance Committee

Multi-Tenant Sign Code Referred April 19, 2019

Mr. Cooper reviewed the draft of a proposed Local Law regarding business identification signs within multi-use developments along the State Route 332 and Routes 5 & 20 rights of way, following Planning Board approval. The Local Law would amend Chapter 220-83 and Chapter 1-17 of the Town Code.

In late 2017, a request was made to the Economic Development Committee to look into potential changes to allow multi-tenant signage within the Town's commercial districts. The prohibition on identifying individual tenants in a multi-use development has been in existence since about 1989. A number of plaza owners have expressed their support to the Development Office for revising the Town Code to allow these types of signs. They believe that their inability to advertise along the major commercial roads has hampered their ability to rent space and have hampered the ability of tenant businesses to survive.

Mr. Cooper said that the Ordinance Committee believes that it make sense for signs along these commercial corridors to advertise the businesses in the plazas.

Ms. Marthaller discussed the section in the draft regarding rooftop signage which she said could be unattractive. She asked about the rationale for having included rooftop signage in the proposal. She requested that the Ordinance Committee further review this provision. Mr. Cooper said that rooftop signs (including banners, flags or other advertising devices) could not extend higher than the peak of the roof of a building. He said that the draft as currently written would permit a building-mounted sign at the location of the business, and the name of the business on the multi-tenant sign at the road.

Ms. Marthaller asked about multi-tenant signage in the Uptown area. Mr. Cooper said that the proposed Local Law would regulate multi-tenant signs only along the State Route 332 and Routes 5 & 20 commercial corridors. He said that standards for signage in the Mixed Use Overlay (MUO) districts would have to be established especially for those districts.

It was suggested that the term "blade sign" be changed to better describe this type of sign (a sign principally designed for pedestrians placed under the building façade and perpendicular to the building).

Ms. Davey suggested that the Local Law should include photos or illustrations of signs which the Town will consider acceptable.

Referrals from the Planning Review Committee (PRC) g.

Referred April 15, 2019

CPN-19-025

Joseph Bell representing Colleen Wegman and Chris O'Donnell, owners of property at 4729 County Road 16

TM #140.11-1-32.100

Requesting a Single-Stage Site Plan approval for a proposed driveway relocation.

Mr. Ritts said that the applicants propose the relocation of the driveway to their home. The new driveway would disturb less than 2,200 square feet. The gravel driveway would be 10 feet wide with a grass-strip median in the center. Several sections of the existing driveway on the east side of the property would be removed and replaced with grass. A retaining wall is planned on the northwest side. The locations of the planting Norway Spruce trees (10 feet in height) and Juniper trees were reviewed on the site plan. These plantings have been selected to match existing landscaping on the property.

ECB Comments: The ECB is pleased to see the removal of sections of impervious driveway surfaces and their restoration to grass, the use of pervious surfaces (gravel) on the new driveway, and the attention to landscaping and the planting of additional trees for the hydrologic and aesthetic benefits.

85 - 2019	Town of South Bristol Planning Board	Class: 1
Referral Type:	Site Plan	
Applicant:	Fields Construction Inc.	
Property Owner:	Seneca Point Properties LLC	
Tax Map No(s):	168.20-1-42.100	
Brief Description:	Site plan amendment for development of carriage house at 5734 Seneca Pont Road in Bristol.	n the Town of South

The Planning Board previously approved a site plan for development of a guest house with a footprint of 3,554 SF and near maximum lot coverage. The amendment reduces the building footprint to that of the existing foundation, 3,247 SF and provides a 4 car garage on the first floor with potential for development of a 3 bedroom/3.5 bathroom apartment above. Site plan changes also remove a front patio, gazebo, rear patio and fire pit, and reduce the height of the building to within the height limit. The site retains a large permeable paver driveway area.

Board Motion: A motion to retain referrals 83-2019, 83.1-2019, 84-2019, 85-2019, 87-2019, 88-2019, 89-2019, and 92-2019 as Class 1s and return them to the local boards with comments.

Motion made by: David Wink Seconded by: Tom Lyon

Vote: 16 in favor, 0 opposed, 0 abstention Motion carried

86 - 2019	Town of Canandaigua Town Board	Class: 2	
Referral Type:	Text Amendment		
Applicant:	Town of Canandaigua		
Brief Description:	Text amendment to allow multi-tenant development signs within the CC zoning district along SR 332 and SR		
	5/US 20 in the Town of Canandaigua. Proposed front setback is 33' when 60' is requi	ired.	
	https://www.co.ontario.ny.us/DocumentCenter/View/17883/86-2019-Multi-Tenant-Signage-2019-04-16		

Proposed text amendments to the Town sign code would permit:

- 1. Roof mounted signs not exceeding district height limits.
- 2. One ground mounted development identification sign in the CC, NC, RB-1. LI, I or PUD districts where more than one principal building or use is sited on a single lot as in a shopping plaza or office or industrial park. Sign may identify the complex as a whole and not individual businesses. Sign to not exceed 20' in height nor 40 SF per face or 80 SF if double sided.
- 3. Multi-use development identification sign which permits the name of the development and individual business names on parcels fronting on SR 332 or SR5/US 20 in the CC district. Adjacent businesses that share an access may apply for a SUP to allow listing on an adjacent parcel's multi-use development identification sign. Permitted size and height of sign varies with floor area of development and speed limit of adjacent roadway.

Multi-Use Development Identification Signage
--

Development Floor Area	Single Side Max. SF	Max. Height
<15,000	40	16
15,000-24,999	60	17
25,000-49,999	80	18
50,000-74,999	100	19
>75,000	120	20

- Multiplier of 1.25 sq. ft. and +2 ft. height (22 ft. max) for signs perpendicular to 55mph or greater roadways.
- Multiplier of 1.25 sq. ft. for signs that stay below 16 ft. height.
- 4. Limits building signage within a multi-use development to 10' in height and 1 SF of sign for each foot of building frontage.
- 5. Requires all ground signs to include 4" reflective street identification number incorporated into the sign face or supporting structure.

Comments

- 1. Clarify whether multi-use development sign requirement to use "same or similar architectural elements and materials as the building" allows colors/logos of individual businesses.
- 2. Consider including property line setback for multi-use development signs.
- 3. Consider providing standards for sign illumination.

4. Requiring a SUP for a use to be listed on a multi-use development sign on an adjacent property may discourage use of this desirable reduction in sign clutter.

Board Motion: A motion to retain referral 86-2019 as a Class 2 and return it to the local board with recommendation of approval

with comments.

Motion made by: Carol O'Brien Seconded by: Mike Woodruff

Vote: 16 in favor, 0 opposed, 0 abstention Motion carried

87 - 2019	Town of Hopewell Planning Board	Class: 1
Referral Type:	Site Plan	
Applicant:	Abate, Tom	
Representative:	McCormik Engineering PC	
Tax Map No(s):	72.00-1-20.000	
Brief Description:	Site plan for 15,000 SF new warehouse in front of existing All About Books warehouse	e on a 6.9 acres site at
	2471 SR 21 in the Town of Hopewell.	
	https://www.co.ontario.ny.us/DocumentCenter/View/17884/87-2019-Aerial	
	https://www.co.ontario.ny.us/DocumentCenter/View/17885/87-2019-Landscape-Plantscape-Plan	<u>an</u>

The site and adjacent lands are zoned I-1 Industrial. Adjacent land use to the northeast along SR 21 is industrial.

Other adjacent land uses include 2 single family homes to the southwest along SR 21 and 4 additional single family homes in the across SR 21. These homes are also in the industrial district. The site backs to the Finger Lakes Railway.

This development involves disturbance of .97 acres including the 15,000 SF building, and 19,400 SF paved area. Other site changes include 5 parking spaces and frontage landscaping of deciduous trees planted 50' on center interspersed with evergreens planted 50' on center. No provisions for control of additional stormwater are provided. The lot coverage will increases from 22 to 33 %. Dominant soils are Schoharie silty clay loam 0-3 % slope with the following characteristics:

Prime Farmland

Hydrological Group C/D Not Hydric

Board Motion: A motion to retain referrals 83-2019, 83.1-2019, 84-2019, 85-2019, 87-2019, 88-2019, 89-2019, and 92-2019 as Class

1s and return them to the local boards with comments.

Motion made by: David Wink Seconded by: Tom Lyon

Vote: 16 in favor, 0 opposed, 0 abstention Motion carried

88 - 2019	Town of Hopewell Planning Board	Class: 1
Referral Type:	Site Plan	
Applicant:	Meyer, Mark	
Property Owner:	Iverson Ventures LTD	
Representative:	Schultz Associates PC	
Tax Map No(s):	85.03-1-18.000	
Brief Description:	Site plan and special use permit to construct a 218 space inventory parking lot immed	diately east of the
	existing Mark's Leisure Time Marine sales and repair facility located at 4336 Recreation	on Drive i n the Town
	of Hopewell.	
	https://www.co.ontario.ny.us/DocumentCenter/View/17886/88-2019-Aerial	
	https://www.co.ontario.ny.us/DocumentCenter/View/17887/88-19-Erosion-Control	

The 3.2 acre site is zoned C-1 Retail/Commercial. The site is adjacent to Mark's Leisure Time Marine offering sales of new and used boats, parts, and repair services. The applicant has indicated the parking area is intended for parking of sales inventory only, not for in season on-demand or off-season boat storage. The proposed parking area will disturb approximately 2.17 acres and be

6. NEW SKETCH PLAN REVIEW

CPN-19-030

Costich Engineering, c/o Alexander H. Amering, 217 Lake Avenue, Rochester, N.Y. 14608, representing Goal Investments LLC, c/o Andres Fernandez, 261 Franklin Avenue, Nutley, New Jersey 07110, owner of property at 4406 State Routes 5 & 20 TM #84.00-1-26.120

Requesting a Sketch Plan Review for a proposed auto wash facility (Robert Marchenese, operator) as an outparcel in the existing Rochester Linoleum Carpet One Plaza. The facility will include a drive-through automobile wash facility with vacuum cleaning parking stalls and employee parking.

This application was reviewed by the Planning Review committee on April 15, 2019.

The applicant was not present to discuss this application this evening.

Mr. Staychock suggested that the property owner be asked to consider granting an easement on both sides of the adjacent Canandaigua Outlet for a future trail to link with Ontario Pathways. Mr. Nadler said that commercial property owners may be hesitant to grant easements on their properties to avoid liability issues. But he said that the Town could offer to indemnify the property owner by including the trail on the Town liability insurance policy.

7. BOARD BUSINESS

A. Approval of minutes of April 23, 2019:

■ A motion was made by MR. SCHWARTZ, seconded by MR. STAYCHOCK, that the minutes of the April 23, 2019, meeting be approved.

Motion carried by voice vote.

B. Ordinance Committee Report:

Multi-Tenant Sign Code

Referred from the Town Board to the Planning Board on April 19, 2019 Mr. Cooper reviewed the draft of a proposed Local Law regarding business identification signs within multi-use developments along the State Route 332 and Routes 5 & 20 rights of way, following Planning Board approval. The Local Law would amend Chapter 220-83 and Chapter 1-17 of the Town Code.

In late 2017, a request was made to the Economic Development Committee to look into potential changes to allow multi-tenant signage within the Town's com-

mercial districts. The prohibition on identifying individual tenants in a multi-use development has been in existence since about 1989. A number of plaza owners have expressed their support to the Development Office for revising the Town Code to allow these types of signs. They believe that their inability to advertise along the major commercial roads has hampered their ability to rent space and have hampered the ability of tenant businesses to survive.

Mr. Cooper said that the Ordinance Committee believes that it make sense for signs along these commercial corridors to advertise the businesses in the plazas.

Mr. Humes said that approval of this Town Code section would add value and support to local businesses by improving customer awareness of their locations.

Mr. Schwartz commended Mr. Cooper for his research on this and other Town Code amendments.

Dr. Blazey said that it is important to encourage retail businesses in the Town.

■ **Planning Board Comments:** The Planning Board endorses the Multi-Tenant Sign Code as an initiative to support local businesses and to address a need that has been expressed to the Town by business owners.

C. Comprehensive Plan Project Team Update:

Mr. Staychock reported on the first meeting of the Comprehensive Plan Project Team. He said that the team members represent a variety of age groups and locations of residence in the Town. The topic for the next meeting is public engagement. Meetings will be held on the first Tuesday of the month and possibly on the last Monday of the month if a second monthly meeting is needed.

Mr. Staychock said that there is a strong contingent of members who wish to discuss protection of the agricultural community. He also said that members are interested in commercial development and preservation of open space.

Mr. Cooper said that the team may also discuss autonomous vehicles, community-wide internet service and installation of sewers.

Mr. Nadler suggested that the team conduct a survey of local developers to solicit their comments about the Town Code and their thoughts on amendments to the Comprehensive Plan. Mr. Cooper said that a survey is being considered.

Mr. Cooper said that this revision to the Comprehensive Plan will cover a five- to 10-year period of time and is scheduled to be completed in May 2020.

8. TRAINING OPPORTUNITIES

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Canandaigua Town Board			
Name of Action or Project:			
Local Law to allow Multi-Use Tenant Identification Sign			
Project Location (describe, and attach a location map):			
Town Limits			
Brief Description of Proposed Action:			
Proposed action will allow property owners in certain districts to apply for signs to advertise to	enants on their parcel, among	other associated changes.	
Name of Applicant or Sponsor:	Telephone: 585-394-112	0	
Town of Canandaigua Town Board	E-Mail: ecooper@townofcanandaigua.org		
Address:			
5440 Route 5 & 20 West			
City/PO:	State:	Zip Code:	
Canandaigua	NY	14424	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO YES	
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that			
may be affected in the municipality and proceed to Part 2. If no, continue to ques			
2. Does the proposed action require a permit, approval or funding from any other government Agency? NO YI			
If Yes, list agency(s) name and permit or approval:			
3. a. Total acreage of the site of the proposed action?	acres		
b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned	acres		
or controlled by the applicant or project sponsor?	acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:		Ę	
5. Urban Rural (non-agriculture) Industrial Commercia	al 🔲 Residential (subur	ban)	
Forest Agriculture Aquatic Other(Spec	cify):		
Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:			
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional			
☐ Wetland ☐ Urban ☐ Suburban			
	NO	YES	
Federal government as threatened or endangered?			
16. Is the project site located in the 100-year flood plan?	NO	YES	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES	
If Yes,			
a. Will storm water discharges flow to adjacent properties?			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?			
If Yes, briefly describe:			
	V., 100		
	NO	YES	
or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:			
11 Tes, explain the purpose and size of the impoundment.			
	NO	YES	
management facility? If Yes, describe:			
If Yes, describe:	\neg		
	NO	YES	
completed) for hazardous waste? If Yes, describe:	ĺ		
	7		
		<u></u>	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST MY KNOWLEDGE	r of		
Applicant/sponsor/name: Eric Cooper, Town of Canandaigua Date: May 22, 2019			
Signature:		_	

State Environmental Quality Review LEAD AGENCY COORDINATION REQUEST

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law

The <u>Canandaigua Town Board</u> seeks Lead Agency Status for the environmental review for the action described below:				
Project Number				
Name of Action: <u>Local Law to remove prohibition on Multi-Use Tenant Identification Signs</u>				
Location: 5440 Route 5 & 20 West Canandaigua, NY 14424				
Description of the Action: The purpose of this local law is to amend Town Code Chapter 220-82 and Chapter 1-17 to allow developments with multiple tenants in the CC zoning district to provide signage along the State Route 332 and 5&20 right-of-way for those tenants following Planning Board approval.				
This agency has no objection to the Canandaigua Town Board assuming Lead Agency Status for this action This Agency will seek Lead Agency Status				
Print or Type Name of Responsible Officer Signature of Responsible Officer				
Please return to:				
Town of Canandaigua, Town Clerk 5440 Route 5 & 20 West Canandaigua, NY 14424				

If no response is received within 30 calendar days from the date of this authorization by the Canandaigua Town Board (July 15, 2019), the Canandaigua Town Board will assume Lead Agency in accordance to 6 NYCRR Part 617.

ATTACHMENT 10



New York State Department of State Division of Corporations, State Records and Uniform Commercial Code One Commerce Plaza, 99 Washington Avenue Albany, NY 12231-0001 www.dos.ny.gov

Local Law Filing

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

County	☐City	⊠Town	∐Village			
of CANAND	AIGUA				····	····
	•			•		
Local Law I	No			of the year 20 ¹⁹		
A local law	TO AMEN	D TOWN	CODE CHAPTE	R 202 RELATING TO W	ASTEWATER	TREATMENT
				-		
		TOMBLE				
Be it enacte	ou by the	(Name of Legis				of th
County		⊠Town	∐Village			
	∐City [⊠Town	∐Village			as follows:
(Select one:)	□City [∐Village	·	·	as follows:
(Select one:) of CANAND	□City [∐Village		·	as follows:
(Select one:) of CANAND	□City [∐Village			as follows:

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

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

I hereby certify that the local law annexed hereto, or		l law No		of 20 <u>19</u> of
the (County)(City)(Town)(Village) of CANANDAIGE	UA		was	duly passed by the
the (County)(City)(Town)(Village) of CANANDAIGE (Name of Legislative Body)	on	20 <u>19</u>	, in accordance	with the applicable
provisions of law.				
provisions of law.				
2. (Passage by local legislative body with appr	roval, no disappr	oval or repassage	e after disappro	val by the Elective
Chief Executive Officer*.) I hereby certify that the local law annexed hereto, of	lesignated as loca	I law No		of 20 of
the (County)(City)(Town)(Village) of			was	
	on	20	, and was (ap	proved)(not approved
(Name of Legislative Body)				
(repassed after disapproval) by the(Elective Chief Ex	vecutive Officer*)		and was de	eemed duly adopted
on 20, in accordance w i	•			
on 20[] , in accordance with	tn the applicable p	rovisions of law.		
3. (Final adoption by referendum.)				•
I hereby certify that the local law annexed hereto, d	esignated as local	law No		of 20 of
the (County)(City)(Town)(Village) of			was	duly passed by the
	on	20	្ន, and was (appr	oved)(not approved)
(Name of Legislative Body)				
(repassed after disapproval) by the (Elective Chief Ex	vecutive Officer*)		on	20
Such local law was submitted to the people by reaso vote of a majority of the qualified electors voting ther				
		ii)(Special)(aliilual)	election field off	
20, in accordance with the applicable provision	ns of law.			
		** *	41.	
 (Subject to permissive referendum and final a hereby certify that the local law annexed hereto, de 	-		-	-
	-			
he (County)(City)(Town)(Village) of				• •
Name of Legislative Body)	on	20	, and was (appro	ved)(not approved)
		on	20	Such local
repassed after disapproval) by the	cutive Officer*)	011 _		. Odom loodi
aw was subject to permissive referendum and no va	lid petition request	ing such referendu	ım was filed as o	f
20, in accordance with the applicable provision	ns of law.			

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

I hereby certify that the local law annexed hereto, designation		of 20 of
the City of having been submi		
the Municipal Home Rule Law, and having received the af		
		lectors of such city voting
thereon at the (special)(general) election held on	, 20, became operative.	
,		
6. (County local law concerning adoption of Charter.)	
I hereby certify that the local law annexed hereto, designa	ted as local law No	of 20 of
the County ofState of New York	, having been submitted to the electors at th	e General Election of
November 20, pursuant to subdivisio	ons 5 and 7 of section 33 of the Municipal Ho	ome Rule Law, and having
received the affirmative vote of a majority of the qualified e	electors of the cities of said county as a unit	and a majority of the
qualified electors of the towns of said county considered a	s a unit voting at said general election, beca	me operative
	o a ann ronnig at oard gorneral electroni, aboat	mo opolativo.
(If any other authorized form of final adoption has been	n followed, please provide an appropriate	ecrtification.)
I further certify that I have compared the preceding local la	w with the original on file in this office and th	nat the same is a
correct transcript therefrom and of the whole of such origin	al local law, and was finally adopted in the n	nanner indicated in
paragraph above.		
	Clerk of the county legislative body, City, T	
	officer designated by local legislative body	
(Seal)	Date:	

TOWN OF CANANDAIGUA

LOCAL LAW # ____ of 2019

Schedule "A"

SECTION ONE. Town Code §202-15(B) shall be replaced in its entirety with the following:

B. When an inspection is required by Article III of this chapter, the authority having jurisdiction shall require the parcel owner to provide evidence attested to by a design professional or an on-site training network certified inspector as will adequately describe the type, capacity, location of the elements of the existing system, condition, and functionality of the existing system in order to determine that all of the requirements of this chapter have been complied with.

SECTION TWO. Town Code § 202-15(C) shall be replaced in its entirety with the following:

C. The authority having jurisdiction, upon show of due cause, shall require the parcel owner to provide evidence attested to by a design professional or an on-site training network certified inspector as will adequately describe the type, capacity, location of the elements of the existing system, condition, and functionality of the existing system.

SECTION THREE. Severability. If any portion of this Local Law shall be deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Local Law shall remain in full force and effect to the extent practicable.

SECTION FOUR. Effective Date. This Local Law shall be effective immediately upon its filing with the New York State Secretary of State.

TITLE OF LL:

An act to amend Chapter 202 Wastewater Treatment Systems, On-Site, Article IV Compliance and Reporting.

PURPOSE OR GENERAL IDEA OF BILL:

The purpose of this local law is to amend Town Code Chapter 202 to allow residents to provide an inspection report to the Code Enforcement Officers.

JUSTIFICATION:

Currently in the Town of Canandaigua there are at least two properties where it is suspected there is a possible failing On-Site Wastewater Treatment System.

Previous iteration of Town Code Section 202, allowed property owners to provide evidence from a design professional or an On-Site Certified Inspector to attest to a Systems condition. Recent revisions to Town Code eliminated that provision and required that the Authority having jurisdiction physically inspect the system.

Changes are sustainable in the long-term because, although our two current code enforcement officers are certified to do inspections, we may in the future have a CEO without that capability.

PLAN REFERENCE:

- 1) 2014 Comprehensive Plan Goals/Action Steps
 - Ensure the protection of the Town of Canandaigua's natural resources.
 - Protect Canandaigua Lake and its watershed as a major natural resource enjoyed by the Town and greater Canandaigua area.

2) Comprehensive Plan 2011 Update

Resource Protection

- Environmental
- a. Ensure the protection of the Town's natural resources.
- b. Protect Canandaigua Lake and its watershed as a major natural resource enjoyed by the Town and greater Canandaigua area.

3) Concept Mapping (2018)

Protect the Lake

1. Protection of Water quality is utmost importance.

DRAFT:

Chapter 202: Wastewater Treatment System

LAST REVISED <u>5/15/20195/9/2019</u>

Article IV Compliance and Reporting

§ 202-15Access and Compliance Inspections.

<u>A.</u> On parcels for which a building permit for an on-site wastewater treatment system or inspection has been requested by the parcel owner or parcel owner's agent, the authority having jurisdiction shall be permitted by the parcel owner to make a physical inspection of the lands and premises in order to determine that all of the requirements of this chapter have been complied with.

B. When an inspection is required by Article III of this chapter, the authority having jurisdiction shall request the parcel owner to provide evidence attested to by a design professional or an on-site training network certified inspector as will adequately describe the type, capacity, location of the elements of the existing system, condition, and functionality of the existing systemthe permission of the parcel owner to make a physical inspection of the lands, premises, and/or buildings in order to determine that all of the requirements of this chapter have been complied with. If refused, the authority having jurisdiction shall apply to a court of competent jurisdiction for a search warrant.

C. The authority having jurisdiction, upon complaint or upon show of due cause, shall request the permission of the parcel owner to provide evidence attested to by a design professional or an on-site training network certified inspector as will adequately describe the type, capacity, location of the elements of the existing system, condition, and functionality of the existing system. make a physical inspection of the lands, premises, and/or buildings for which an on-site wastewater treatment system is believed to be a cause or potential cause of pollution or a health hazard. If refused, the authority having jurisdiction shall apply to a court of competent jurisdiction for a search warrant.

Commented [ZI1]: Provided for in 202-17

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Pai	rt 1 – Project an	nd Sponsor Information									
Naı	me of Action or l	Project:									
Pro	ject Location (de	escribe, and attach a location r	nap):								
Brid	ef Description of	f Proposed Action:									
Naı	me of Applicant	or Sponsor:			Telephone:						
					E-Mail:						
Ado	dress:										
City	y/PO:				State:		Zip C	ode:			
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?						NO	YES				
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.											
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:					NO	YES					
3. a. Total acreage of the site of the proposed action? acres b. Total acreage to be physically disturbed? acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? acres											
4.	Check all land u	uses that occur on, are adjoining	g or near the prop	osed action:							
5.	Urban	Rural (non-agriculture)	Industrial	Commercia	al Reside	ential (subur	ban)				
	☐ Forest	Agriculture	Aquatic	Other(Spec	eify):						
	☐ Parkland										

Page 1 of 3 SEAF 2019

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

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

State Environmental Quality Review LEAD AGENCY COORDINATION REQUEST

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law

The <u>Canandaigua Town Board</u> seeks Lead Agency Status for the environmental review for the action described below:							
Project Number							
Name of Action: Local Law to amend Chapter 202 Wastewater Treatment Systems, On-Site, Article IV Compliance and Reporting.							
Location: 5440 Route 5 & 20 West Canandaigua, NY 14424							
Description of the Action: The purpose of this local law is to amend Town Code Chapter 202 to allow residents to provide an inspection report to the Code Enforcement Officers and improve enforcement provisions.							
This agency has no objection to the <u>Canandaigua Town Board</u> assuming Lead Agency Status for this action							
This Agency will seek Lead Agency Status							
Print or Type Name of Responsible Officer Signature of Responsible Officer							
Please return to:							
Town of Canandaigua, Town Clerk 5440 Route 5 & 20 West Canandaigua, NY 14424							

If no response is received within 30 calendar days from the date of this authorization by the Canandaigua Town Board (July 15, 2019), the Canandaigua Town Board will assume Lead Agency in accordance to 6 NYCRR Part 617.

ATTACHMENT 11

Town of Canandaigua Economic Development Committee

June 10, 2019

To the Members of the Canandaigua Town Board,

It is with great pleasure and enthusiasm the Town of Canandaigua Economic Development Committee, acting in an advisory capacity to the Canandaigua Town Board, advances candidate Andrew Griffith, with a recommendation that he be appointed by majority vote of the Town Board to serve on the Canandaigua Local Development Corporation (LDC) Board of Directors.

Background on Canandaigua LDC formation and candidate selection process:

The members of the Town Economic Development Committee, a volunteer committee made up of town staff, residents, and business owners, have fully participated in the process leading up to the formation of the LDC including:

- 2017 shared services exploration meetings with City of Canandaigua
- 2018 joint steering team to conduct concept mapping study to organize and prioritize areas of action to improve economic development in Canandaigua resulting in the need for a community economic development entity.
- 2018 task force to identify structure of ED entity to management and implement economic development action items
- 2019 task force to form LDC

The committee sufficiently understands the mission, need, and intended scope of work of the new Canandaigua LDC and used a collaborative and transparent process to seek qualified candidates for selection to represent the Town of Canandaigua's interest for appointment to the LDC's Board of Director including a call for applicants published three weeks in advance of the deadline for application on the Town of Canandaigua's website, in the town's monthly newsletter, in an email to the town's email distribution list, on the town's social channels, and on the community bulletin board located in Canandaigua Town Hall. The information was also published by *The Daily Messenger*, by Messenger Post Media Group. The committee received letters of interest and resumes from two candidates and interviewed both at their monthly ED Committee Meeting, 12 PM June 4 at Town Hall. The committee was impressed with the quality and qualifications of both candidates and thanks all who participated in the interview process.

As a result of the process, the committee recommends the Town Board vote to appoint Andy Griffith to the Board of Directors of the Canandaigua LDC. Andy is a highly qualified professional with skills and experience that will benefit the LDC. He is a Town of Canandaigua resident and business owner. His experience in residential and commercial real estate and his volunteer service commitment to the community make him uniquely qualified to add tremendous value to the LDC. Andy has served over six years as a director on the Canandaigua Chamber of Commerce Board of Directors, is the current past president, is a dedicated member of the Town's ED Committee over the course of many years and served on the joint concept mapping steering team for organizing and prioritizing areas of action to improve economic development that has led to the formation of the LDC. He has worked and volunteered tirelessly in the area of Canandaigua economic development both personally and professionally. After thorough and careful consideration, the Town of Canandaigua Economic Development Committee asks that the Town Board to appoint Andy Griffith to the Canandaigua Local Development Corporation Board of Directors by majority vote.

On behalf of the Town of Canandaigua Economic Development Committee,

Oksana Fuller and Karen Dworaczyk Committee Co-chairs

John Casey From: To: **Doug Finch** Subject: Fwd:

Date: Monday, May 13, 2019 1:18:13 PM

Attachments: JCTownCoverLetter.pdf

JCResume2014 (1) (2).docx

Doug,

Please find my letter of interest for the Canandaigua Local Development Corporation's appointed position and resume below for your and the Economic Development Committee's consideration.

Sincerely, John Casey 3796 County Road 16 Canandaigua, NY 14424 May 12, 2019

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

Re: Non-Elected Appointment to the LDC Board

Dear Doug,

Since I retired, one of my personal goals has been to work to improve our town so that its residents can enjoy a better quality of life. Toward this end I have worked or am working on the Wood Library Board, Zoning Board of Appeals, Ordinance Committee and the City and Town Shared Services Committee.

I believe this experience working with many people at the Town and City, along with my career working in the construction and development industry make me an ideal candidate for the above-referenced position.

Along with this letter of interest I am forwarding my resume for your consideration.

I am available to review my interest with you and/or the Town Board at your convenience.

Sincerely,

John Casey

johntcaseyjr@gmail.com

585-315-8218

JOHN CASEY

3796 West Lake Road, Canandaigua, NY 14424 585.315.8218 • johntcaseyjr@gmail.com

I have lived a fortunate life both personally and professionally. I am now seeking opportunities that fit well with my circumstances and that allow me to give back to the community.

PROFESSIONAL EXPERIENCE

Manning Squires Hennig Co., Inc. – Chief Operating Officer 2011-2013 Rochester, NY Was hired by this privately owned company to help boost their sales and transition their operations from a masonry and concrete subcontractor to becoming a full-service provider of construction services. Helped achieve the #3 position of the Rochester Top 100 Fastest Growing Companies in 2012, growing sales from \$40M to over \$70M. Was responsible for staff development, sales, and implementing operations that could execute the work at this level.

Suffolk Construction, Inc. – Project Executive

2008-2010 Miami, Florida

Provided executive-level leadership to project managers, superintendents, and estimators in the development of successful strategies to acquire work; provided exceptional preconstruction services; and delivered construction projects on hard bid construction, negotiated projects, and construction management that exceeded customer expectations for commercial work in the Miami region.

- Developed a strategy, proposal, and presentation to acquire the \$75mm Marlins Stadium Site Parking project. One component was the development and production of a DVD showcasing customer testimonials. Negotiated contract terms and conditions to enable a forecasted return of more than 200% of original projection.
- Brought in and developed an owner relationship, securing the preconstruction services contract for the \$90mm Civica Medical Office Building.
- Successfully managed the project team on the \$25mm Springhill Suites Hotel: Completing the 18-month project six weeks early, implementing cost savings ideas, and efficient purchasing returned \$500,000 in savings to the owner and an enhanced fee of \$250,000 over original forecast.

Christa Construction & Development, LLC – President 2005-2008 Miami, Florida Established a construction and development company in Miami. Built the staff and fostered the relationships necessary to successfully develop two condominium projects from concept through completion, including political entities, selection and engagement of design, marketing, and sales teams, and contractors and subcontractors. Responsible for all contract negotiations, scheduling, budgeting, cost forecasting, and detailed reporting to shareholders, surety, and financial institutions to ensure a return to the investors

- Developed and constructed the \$192mm, 225,000 sq.ft. Caribbean, an ultra-luxury condominium on Miami Beach, in 24 months, including a 75% sellout within first month of sales, completing it on-time, within budget, with exceptional quality, and no lost man-day accidents.
- Developed and constructed the \$42mm, 130,000 sq.ft. Lofts at Mayfair Condominium in Coconut Grove, FL. This 16-month project completed on time and within budget. Successfully sold 80% of units prior to completion.

Christa Construction, Inc. – Exec VP & Chief Operating Officer 1985-2005 Rochester, NY Played an integral role in growing this four-person, \$2mm/year local construction company to a multi-state entity with revenues consistently in excess of \$100mm. Responsible for work acquisition, profit and loss, staff development of 150 people, estimating, contract negotiations, subcontractor purchasing, union contract negotiations, corporate marketing and promotions, and building customer relations to develop repeat business.

- Created and implemented a gradual plan of expansion to become one of the largest providers of construction management services to school districts in New York State.
- Developed corporate culture dedicated to client satisfaction that resulted in 80% of the revenues generated from repeat business

EDUCATION, HONORS, AND SERVICE

License: State of Florida Certified General Contractor CGC-1510591

University of Arizona – 1979

Bachelor of Science, Business Administration and Personnel Management

- Current member, Town of Canandaigua Zoning Board of Appeals
- Current board chairman, Rochester Spinal Association
- Current board trustee, Wood Library, Canandaigua, New York
- Past president, board of directors, The Wave Condominium Association, Hollywood, Florida -Negotiated \$450,000 air rights & parking contract with Trump/Related Group -Chaired search for property manager
- Past president, board of directors, National Center for Missing & Exploited Children, NY Branch -Raised more than \$70,000 for agency by creating annual "Motorcycles for the Missing" ride -Chaired search for executive director
- Former vice chairman, capital campaign, Children's Hospital at Strong, Rochester, New York
- Past chairman, board of directors, Builders' Exchange of Rochester, New York
 -Chaired search for director
- Monroe Community College Alumni Hall of Fame
- Finalist, 2007 & 2008 National Association of Home Builders "Pillars of the Community" Awards
- Profiled in *South Florida CEO* magazine: "High on the Hog" (11/07)
- Profiled in *Miami Agent* magazine: "Developer Resume" (11/07)
- Winner: Best Loft Project, Developers & Builders Alliance (11/07)
- Profiled in Florida International magazine: "Groundbreakers: Florida Developers 2006" (6/06)
- Profiled in VIP Guide Miami magazine: "In the Fast-Paced World of Real Estate, John Casey Can Cruise Along" (1/06)

A list of references and summary of projects ranging from \$6 million to \$192 million, including stadiums, schools, hospitals, prisons, parking garages, and other commercial work, are available upon request.

From: andy@thegriffithteam.com

To: Oksana Fuller; Town Manager; Karen Dworaczyk

Subject: Resume - LDC

Date: Friday, May 24, 2019 1:13:12 PM

Attachments: resume.pdf

Good Afternoon,

Please accept this notice as my interest to serve as the Town of Canandaigua appointed member to the Canandaigua Local Development Corporation. I have attached a brief Resume for your review and consideration.

Please let me know if you have any additional questions or requirments to be considered for the Board.

Thank you,

Andy Griffith

Real Estate Broker / Owner

RE/MAX Properties

16 Lakeshore Drive Canandaigua, New York 14424

Direct: 585-393-1300

Facebook

Search for all available homes:

http://www.andygriffithteam.com

ANDREW GRIFFITH

3331 Middle Cheshire Road, Canandaigua, NY 14424 | H: 585-738-5717 | andy@thegriffithteam.com

SUMMARY

- Ranked in the top 10% of Realtors in the Rochester Area Multiple Listing Service
- Sales Master Gold Rochester Area Multiple Listing Service
- Member of the REMAX Platinum Club
- Member of the REMAX Hall of Fame
- Past President of the Canandaigua Chamber of Commerce

SKILLS

EXPERIENCE

01/1984 to Current Licensed Real Estate Broker / Owner

RE/MAX Properties — Canandaigua, NY

Manage Sales Agents and Administrative Staff of the Brokerage with Sales Volume exceeding \$30 million annually. Personally Represent Sellers and Buyers of Residential / Commercial Properties through out the finger Lakes Region of

New York State.

01/2000 to 07/2012 Real Estate Business Coach / Trainer

The Ferry Companies — Irvine, CA

Consultant / Business Coach and Trainer to Real Estate Brokers and Salespersons through out North America. Primary goal of increasing each clients revenue and

profitability.

EDUCATION AND TRAINING

1978 High School Diploma

Pavilion Central School — Pavilion, New York

1989 Commercial / Investment Real Estate

Certified Commercial Investment Member (CCIM) — Chicago, IL

ATTACHMENT 12

Tevin of Canandaigua

5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1-20 ANANDAIGUA TOWN CLERK

May 13, 2019

Doug Finch, Town Manager Town of Canandaigua 5440 Routes 5 & 20 West Canandaigua, New York 14424

RE: MARKS ENGINEERING FOR ROBINSON

EROSION CONTROL SURETY ESTIMATE REVIEW

TAX MAP NO. 97.00-2-67.130

CPN No. 18-087

ADDRESS: 3465 STATE ROUTE 21

CL#2094

TOWN CLERK

Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate received May 10, 2019, prepared by Brennan Marks P.E. of Marks Engineering for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of \$973.50 (Nine-Hundred Seventy-Three Dollars and **Fifty Cents).** The breakdowr of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

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

Sincerely,

Chris Jenseń

Town of Canandaigua – Ccde Enforcement Officer

C Jean Chrisman, Town Clerk Parcel Owner

APPROVED

Dova Finch - Town Manager

5 16.19



Terence & Charlotte Ribinson 3465 NYS Rte 21 Canandaigua, NY 14424

Drainage Improvements and Wall Repair Erosion and Sediment Control Engineers Opinion of Probable Cost

	Quanity	Unit Unit C		it Cost	Sub	Sub Total	
Silt Fence Material		330	ft	\$	1.50	\$	495.00
Temporary Seed 25#		2	Bag	\$	30.00	\$	60.00
Stablized Construction entrance		1	ea	\$	200.00	\$	200.00
Straw Mulch Material		10	bale	\$	5.00	\$	50.00
Inlet Protection		2	ea	\$	40.00	\$	80.00
Contingency		1	ea	\$	88.50	\$	88.50
				To	tal	\$	973.50



	TOWN OF CANANDAIGUA	F
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ATTACHMENT 13

Town of Canandaigua

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



Doug Finch, Town Manager Town of Canandaigua 5440 Routes 5 & 20 West Canandaigua, New York 14424

RE:

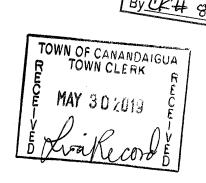
MARKS ENGINEERING FOR KENNETH & DEBORAH BUCK

EROSION CONTROL SURETY ESTIMATE REVIEW

TAX MAP No. 113.09-3-12.110

CPN No. 2019-031

ADDRESS: 3822 COUNTY ROAD 16



Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated May 24, 2019, prepared by Brennan Marks PE of Marks Engineering for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of \$324.50 (Three-Hundred Twenty-Four Dollars and Fifty Cents). The breakdown of this amount is on the attached estimate.

Surety must be paid by cash or check to Town Clerk prior to issuance of building permits.

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

Sincerely,

Chris Jensen

Town of Canandaigua – Code Enforcement Officer

C

Jean Chrisman, Town Clerk

Project Binder Parcel Owner APPROVED

Doug Finch – Town Manager

5 30 / 19

Date



42 Beeman St. Canandaigua, NY 14424

3822 Co Rd 16 Canandaigua, NY 14424

Engineer's Opinion of Probable Cost

	Quanity		Unit	Uı	nit Cost	Suk	Total
Silt Fence Material		200	ft	\$	0.50	\$	100.00
Temporary Seed 25#		1	Bag	\$	25.00	\$	25.00
Straw Mulch Material		5	bale	\$	2.00	\$	10.00
Stone Outlet Protection Material		0.5	су	\$	20.00	\$	10.00
Stabilized Entrance		1	ea	\$	150.00	\$	150.00
Contingency		1	ea	\$	29.50	\$	29.50
,				To	tal	\$	324.50



