Canandaigua Town Board
Meeting Agenda
June 15, 2020
6:00pm – Zoom Meeting ID: 883 1685 6343

- Call To Order and Pledge of Allegiance
  - Pledge led by Town Councilmember, Jared Simpson

- Roll Call
  - Town Clerk Confirmation meeting was properly advertised

- Circulation of Written Communications – Attachment #1
  - Letter, Charter Communications, Upcoming Changes, June 1, 2020
  - Letter, Department of Transportation, County Road 28 and North Street at Route 332, May 26, 2020
  - Email, City of Canandaigua Assistant Manager, Thank You, May 21, 2020
  - Letter, Charter Communications, Upcoming Changes, May 15, 2020
  - Letter, Resident, Thank You, May 12, 2020
  - Letter, Charter Communications, Upcoming Changes, May 1, 2020

- Privilege of the Floor

- Priority Business

- Presentations

- Public Hearings

Continued Public Hearings:
- None

New Public Hearings:
- None

- Reports of Town Officials and Department Heads – Attachment #2
  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 2020
        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 Dworaczyk
     b. Planning – Councilman Fennelly
     c. Environmental – Councilman Simpson – Attachment #3
     d. Ordinance – Councilman Davis – Attachment #4
  B. Planning Board, Chairman Oyler

C. Zoning Board of Appeals, Chairman Robinson
D. Environmental Conservation Board, Chairwoman Marthaller
E. Citizens' Implementation Committee, Chairwoman Reynolds
F. Parks & Recreation Committee, Chairman MacNeil
G. Special Events Committee, Chairwoman Fuller
H. Agriculture Committee, Chairman DiCarlo
I. Drainage Committee, Chairman Oyler

- Privilege of the Floor

- Resolutions

Continued Resolutions:
- None

New Resolutions:

FINANCE
- Resolution No. 2020 – 127: Acceptance of the Monthly Financial Reports
- Resolution No. 2020 – 128: Acknowledgement and Authorization of Budget Transfers by Town Manager
- Resolution No. 2020 – 129: Setting a Public Hearing on a Local Law to Override the Tax Levy Limit
- Resolution No. 2020 – 130: Approval of Credit Card Payment Contract for Online Quarterly Water Payments

PLANNING
- Resolution No. 2020 – 131: Authorization of 2020 Budget Adjustment for Steel Waste Containers
- Resolution No. 2020 – 132: Authorization of Budget Transfer for Water Tanks
- Resolution No. 2020 – 133: Approval of a Lease Agreement with Ontario County Regarding the Town's Water Infrastructure Improvements on Cramer Road and Authorization for Town Manager to Execute Agreement
- Resolution No. 2020 – 134: Approval of CME Testing Contract and Authorization for Highway Superintendent to Execute Said Contract
- Resolution No. 2020 – 135: Approval of Agreement with Ontario County Regarding the Town's Provision of Services for Work Associated with the Water Quality Project at FLCC and Authorization for Town Manager to Execute Agreement
- Resolution No. 2020 – 136: Authorization of 2020 Budget Adjustment for FLCC Water Quality, Flood Resiliency, and Habitat Improvement Project

ENVIRONMENTAL
- None

ORDINANCE
- Resolution No. 2020 – 137: Authorization to Proceed with Mixed Use Zoning, Referral to Planning Board for Advisory Report – Patio Homes on Airport Road

ECONOMIC DEVELOPMENT/GENERAL
- Resolution No. 2020 – 138: Request to Hire Summer Staff for Park
- Resolution No. 2020 – 139: Authorizing Payment to Carmerie Jensen
- Resolution No. 2020 – 140: Accepting Cheshire Volunteer Fire Department's Amended Certificate of Incorporation

- Resolution No. 2020 – 141: Authorization for Town Manager to Sign Letter of Authorization to Permit EGS to Work with Town Utilities for the Purposes of Performing a Utility Audit
- Resolution No. 2020 – 142: Accepting Easements Related to Lakewood Meadows Section 9D, 0000 St. James Parkway (TM#112.19-1-500.100), and Directing Town Manager to Sign Said Easements
- Resolution No. 2020 – 143: Soil Erosion and Sediment Control Surety for 3516 Sandy Beach Drive (Tax Map #98.15-1-43.100)
- Resolution No. 2020 – 144: Soil Erosion and Sediment Control Surety for 4529 Middle Cheshire Road (Tax Map #126.00-1-23.112)
- Resolution No. 2020 – 145: Soil Erosion and Sediment Control Surety for 3459 Lakeview Land

RESOLUTION NO. 2020 – 127: 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 2020 Monthly Revenue/Expense Control Report, the Highway/Water Department Overtime Report and All Department Overtime Report; and

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

Attachment #2

RESOLUTION NO. 2020 – 128: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN MANAGER

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as "Town Board") has authorized the Town Manager and/or Clerk (Finance) to make interfund transfers in an amount less than $5,000.00 by Resolution No. 2018-043; and

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

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

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

Attachment #5

RESOLUTION NO. 2020 – 129: 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 20, 2020 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 #6

RESOLUTION NO. 2020 – 130: APPROVAL OF CREDIT CARD PAYMENT CONTRACT FOR ONLINE QUARTERLY WATER PAYMENTS

WHEREAS, Link Corporation (Muni-Link) is the software company the Town uses for the quarterly water billing; and

WHEREAS, with the Covid-19 pandemic, the Town Clerk's office wishes to provide an online payment option for the residents within the Canandaigua Consolidated Water District, and

WHEREAS, Muni-Link partners with MuniciPay for their online payment option; and

WHEREAS, the Town currently uses MuniciPay for online park and recreation reservations; and

WHEREAS, the processing fee through MuniciPay is $1.75 or 2.45% per transaction which is equal to the other credit card company (Value Payment Systems (VPS) the Town Clerk's office uses for all other transactions; and

NOW, THEREFORE, BE IT RESOLVED, Town Clerk Jean Chrisman is recommending to the Town Board to enter into an agreement with MuniciPay for the online water payment option; and furthermore

BE IT RESOLVED, the Canandaigua Town Board finds the Merchant Services Program Terms and Conditions with MuniciPay acceptable and hereby directs the Town Manager to sign the necessary paperwork.

Attachment #7

RESOLUTION NO. 2020 – 131: AUTHORIZATION OF 2020 BUDGET ADJUSTMENT FOR STEEL WASTE CONTAINERS

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') is responsible for the general oversight of the Town's operations and finances; and

WHEREAS, Resolution No. 2020-080 authorized the surplus and sale of three solid waste containers; and

WHEREAS, the surplus containers have been sold at auction and now the Town Manager is presenting a detailed budget adjustment to the Town Board for consideration; and

NOW THEREFORE BE IT RESOLVED, the Town Board directs the Town Manager and Clerk Finance to make the following budget adjustment:

Increase:	AA100.2665.00000 (SALE OF EQUIPMENT)	$7,785.00
Increase:	AA100.8160.200.00000 (WASTE & RECYCLING EQUIPMENT)	$7,785.00

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

RESOLUTION NO. 2020 – 132: AUTHORIZATION OF BUDGET TRANSFER FOR WATER TANKS

WHEREAS, the Water Superintendent is proposing to the Town Board a color change with the two new water tanks that will be built this year on Cramer road for the capital project; and

WHEREAS, the color of the water tanks in the bid specification was Cobalt Blue and the Water Superintendent is seeking to change them to Sky Blue for the purpose of ascetics due to the existing tank has been Sky Blue for the past 45 plus years; and

WHEREAS, there is a cost associated with the changing of the color in the amount of $ 65,900.00 that will not be increasing the budget of the project as the pipe material pricing came in below the budgeted amount; and

WHEREAS, the Water Superintendent has identified budget lines from which money can be transferred from in order to prevent the deficit; and

WHEREAS, the Town Board wishes to approve a budget transfer within the Canandaigua Consolidated Capital Project of $ 65,900.00 from the water admin water tanks and supply lines WD upgrades (HH100.8310.200.0026W) in the amount of $ 65,900.00; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby directs the Budget Officer and Finance Clerk to make the following budget transfer entries into the Town of Canandaigua accounting system in order to amend the 2020 Town budget;

Increase: HH100.8310.201.0026W	$ 65,900.00
Decrease: HH100.8310.200.0026W	$ 65,900.00

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

RESOLUTION NO. 2020 – 132: APPROVAL OF A LEASE AGREEMENT WITH ONTARIO COUNTY REGARDING THE TOWN'S WATER INFASTRUTURE IMPROVEMENTS ON CRAMER ROAD AND AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') has been working with Ontario County on a new lease agreement for the purpose of installing two new water tanks and a control valve building; and

WHEREAS, the County has provided the Town with a lease agreement between Ontario County and the Town of Canandaigua for the purpose of the town occupying and maintaining the existing water tank and future construction of two new water tanks and a control building; and

WHEREAS, the Town Manager is recommending the approval of this agreement by the Town Board; and

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby approves the agreement between Ontario County and the Town of Canandaigua for the provision services described therein as related to the lease agreement; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Manager to execute said agreement with the County and to sign any and all documentation necessary to do so; and

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

Attachment #8

RESOLUTION NO. 2020 – 134: APPROVAL OF CME TESTING CONTRACT AND AUTHORIZATION FOR HIGHWAY SUPERINTENDENT TO EXECUTE SAID CONTRACT

WHEREAS, the Water Department has need of professional testing and inspection services for the construction of new water improvements to the Canandaigua Consolidated water system; and

WHEREAS, the Highway Superintendent has determined that CME Associates, Inc., of 491 Elmgrove Road, Suite 600, Rochester NY 14605 is best suited to provide said services; and

NOW THEREFORE BE IT RESOLVED, that the proposal/agreement with CME Associates, Inc., is hereby approved; and

BE IT FURTHER RESOLVED, that the Water Superintendent is hereby authorized to execute said proposal/agreement on behalf of the Town of Canandaigua.

Attachment #9

RESOLUTION NO. 2020 – 135: APPROVAL OF AGREEMENT WITH ONTARIO COUNTY REGARDING THE TOWN'S PROVISION OF SERVICES FOR WORK ASSOCIATED WITH THE WATER QUALITY PROJECT AT FLCC AND AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') has been working with Ontario County and the Finger Lakes Community College (FLCC) on the Water Quality, Flood Resiliency, and Habitat Improvement Grant Project at FLCC; and

WHEREAS, the County has provided the Town with a draft agreement between Ontario County and the Town of Canandaigua for the provision of labor, equipment use, and materials by the Town of Canandaigua for construction related to the above project in return for a fee in the amount of $ 105,000.00 to be paid to the Town upon completion of the services described; and

WHEREAS, the Town Manager is recommending the approval of this agreement by the Town Board; and

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby approves the agreement between Ontario County and the Town of Canandaigua for the provision services described

therein as related to the FLCC Water Quality, Flood Resiliency, and Habitat Improvement Grant Project for a fee in the amount of $ 105,000.00 to be paid to the Town of Canandaigua upon completion of the services described; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Manager to execute said agreement with the County and to sign any and all documentation necessary to do so; and

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

Attachment #10

RESOLUTION NO. 2020 – 136: AUTHORIZATION OF 2020 BUDGET ADJUSTMENT FOR FLCC WATER QUALITY, FLOOD RESILIENCY, AND HABITAT IMPROVEMENT PROJECT

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') is responsible for the general oversight of the Town's operations and finances; and

WHEREAS, to properly account for this project, the Town Manager is presenting a budget adjustment to the Town Board for consideration; and

NOW THEREFORE BE IT RESOLVED, the Town Board directs the Town Manager and Clerk Finance to make the following budget adjustment:

Increase:	DA100.2302 (SERVICES/OTHER GOVERNMENTS)	$105,000.00
Increase:	DA100.5110.130 (GENERAL REPAIR WAGES)	$ 41,100.00
	DA100.5110.400 (GENERAL REPAIRS)	$ 42,300.00
	DA100.5130.400 (MACHINERY)	$ 21,600.00
		$105,000.00

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

RESOLUTION NO. 2020 – 137: AUTHORIZATION TO PROCEED WITH MIXED USE ZONING, REFERRAL TO PLANNING BOARD FOR ADVISORY REPORT – PATIO HOMES ON AIRPORT ROAD

WHEREAS, the Town of Canandaigua Town Board has received a request to amend the official zoning map for 2361 Brickyard Rd (TM# 70.00-1-67.111) to Mixed-Use Overlay (MUO-1) District found in Town Code § 220-33; and

WHEREAS, Town Code § 220-33 (C) (2) identifies the process to consider such an application including: "... If the Town Board decides to consider the petition, then the Town Board may refer the petition to the Planning Board for an advisory report which report shall be returned by the Planning Board to the Town Board within 60 days….”; and

WHEREAS, in reporting, the Planning Board shall fully state its reasons for recommending or opposing the adoption of such proposed amendment. The Planning Board may condition its recommendation, as may be appropriate, and shall state whether such amendment is in harmony with the adopted Comprehensive Plan for the Town for land use; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby does direct the Planning Board to review said application and submit an advisory report to the Town Board within 60 days; and

BE IT FURTHER RESOLVED, the Town Clerk is directed to provide copies of this resolution to the Planning Board Chairman, Planner, and Town Manager.

Attachment #11

RESOLUTION NO. 2020 – 138: REQUEST TO HIRE SUMMER STAFF FOR PARKS

WHEREAS, the Parks and Recreation Coordinator has requested hiring the following individuals for summer staff at our Parks; and

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

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

WHEREAS, the funding for this expense is included in the 2020 Adopted Town Budget; and

Sarah Neubecker	Senior Lifeguard	$15.00/hour	AA100.7020.141.00000
Carter Waldeis	Lifeguard	$14.00/hour	AA100.7140.141.00000
Emma Arthur	Lifeguard	$14.00/hour	AA100.7140.141.00000
Molly Dutcher	Lifeguard	$14.00/hour	AA100.7140.141.00000
Ryland Turner	Lifeguard	$14.00/hour	AA100.7140.141.00000
Stuart Yates	Lifeguard	$14.00/hour	AA100.7140.141.00000
Gabe Arthur	Lifeguard	$13.50/hour	AA100.7140.141.00000
Katie Taylor	Lifeguard	$13.50/hour	AA100.7140.141.00000
Kai D'Alessandro	Lifeguard	$13.50/hour	AA100.7140.141.00000
Meghan Werth	Rec. Attendant/Ranger	$15.00/hour	AA100.7110.131.00000
Jordan Ward	Rec. Attendant/Ranger	$15.00/hour	AA100.7110.131.00000
Grecia Gamez	Rec. Attendant/Ranger	$15.00/hour	AA100.7110.131.00000
Nicolas Muscato	Recreation Attendant	$12.00/hour	AA100.7110.142.00000
Lily Logan	Recreation Attendant	$12.00/hour	AA100.7110.142.00000
Gabriel Vit	Recreation Attendant	$12.00/hour	AA100.7110.142.00000
Samuel Werth	Recreation Attendant	$12.00/hour	AA100.7110.142.00000
Daniel Stewart	Laborer, Seasonal	$15.00/hour	AA100.7110.131.00000
Amanda Klehamer	Laborer, Seasonal	$15.00/hour	AA100.7110.131.00000
Nicolas Muscato	Laborer, Part-Time	$14.00/hour	AA100.7110.131.00000

WHEREAS, the Human Resources and Payroll Coordinator is suggesting the following budget transfer to take place:

Increase:	AA100.7110.142.00000 (Gatehouse)	$10,000.00
Increase:	AA100.7110.131.00000 (Seasonal Laborer)	$12,500.00
Decrease:	AA100.7140.142.00000 (Recreation)	$22,500.00

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

BE IT FUTHER RESOLVED, the Town Board of the Town of Canandaigua authorize the Town Manager to execute any and all documents; and

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

RESOLUTION NO. 2020 – 139: AUTHORIZING PAYMENT TO CARMERIE JENSEN

WHEREAS, an incident involving Carmerie Jensen took place at Onanda Park on or about January 21, 2017; and

WHEREAS, as a result of said incident Ms. Jensen has incurred certain expenses, which have been detailed to the Town Manager's Office; and

WHEREAS, the Town of Canandaigua has previously agreed to reimburse Ms. Jensen for said expenses totaling $561.19 by Resolution No. 2019-067 in exchange for Ms. Jensen releasing the Town of Canandaigua from liability relating to the incident that took place on or about January 21, 2017; and

WHEREAS, Ms. Jensen has since then submitted receipts totaling $100.00 for additional chiropractor appointments that she wishes to be added to the total amount; and

WHEREAS, the Town Attorney has prepared a General Release for Ms. Jensen to sign; and

NOW THEREFORE BE IT RESOLVED, that the Town of Canandaigua shall pay to Carmerie Jensen the amount of $661.19, provided that Ms. Jensen executes the General Release prepared by the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Manager is hereby directed to prepare a check payable to Ms. Jensen in the amount of $661.19 to be paid from Budget Line AA100.1420.400.00000; and

BE IT FURTHER RESOLVED, that the Town Manager shall release said check to Ms. Jensen upon her execution of the General Release prepared by the Town Attorney.

Attachment #12

RESOLUTION NO. 2020 – 140 : ACCEPTING CHESHIRE VOLUNTEER FIRE DEPARTMENT'S AMENDED CERTIFICATE OF INCORPORATION

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') has received a request from the Cheshire Volunteer Fire Department for the Town Board members to accept and sign a Certificate of Amendment of the Certificate of Incorporation of the Cheshire Volunteer Fire Department; and

WHEREAS, the Town Attorney has reviewed the document and found it to be satisfactory and is recommending the Town Board accept the amendment and sign the document; and

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby approves the Certificate of Amendment and directs each Town Board member to sign the certificate of incorporation for the Cheshire Volunteer Fire Department as requested; and

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

Attachment #13

RESOLUTION NO. 2020 – 141: AUTHORIZATION FOR TOWN MANAGER TO SIGN LETTER OF AUTHORIZATION TO PERMIT EGS TO WORK WITH TOWN UTILITIES FOR THE PURPOSES OF PERFORMING A UTILITY AUDIT

WHEREAS, the Town Board of the Town of Canandaigua (hereinafter referred to as 'Town Board') is in favor of seeking cost savings for the Town wherever practicable and available; and

WHEREAS, the Town Manager met with representatives from EGS-Advanced Energy Solutions in early 2020; they provide utility audits to help entities find cost savings; and

WHEREAS, the Town Manager is recommending to the Town Board that the Town utilize EGS's services to find potential savings in monthly utility bills to the Town and allow them access to the utility bills and to the utility accounts in order to find those potential savings; and

WHEREAS, in order for EGS-Advanced Energy Solutions to find the cost savings, they will need a signed Letter of Authorization from the Town to have access to the bills and the utility provider accounts; and

NOW, THEREFORE BE IT RESOLVED, the Town Board hereby authorizes the Town Manager to sign the Letter of Authorization permitting EGS-Advanced Energy Solutions to work with the Town's utility providers to find potential cost savings for the Town; and

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

Attachment # 14

RESOLUTION NO. 2020 – 142: ACCEPTING EASEMENTS RELATED TO LAKEWOOD MEADOWS SECTION 9D, 0000 ST. JAMES PARKWAY (TM#112.19-1-500.100), AND DIRECTING TOWN MANAGER TO SIGN SAID EASEMENTS;

WHEARAS, the Town of Canandaigua Planning Board has required the owners of the above-referenced parcels to dedicate a Watermain easement to the Town of Canandaigua; and

WHEARAS, the property owners of the above-referenced parcels have prepared the Easements for the Town of Canandaigua; and

WHEARAS, the Town Engineer of the Town of Canandaigua has recommended that the Town Board accept the Easements; and

WHEARAS, the Town Attorney of the Town of Canandaigua has recommended that the Town Board accept the Easements; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby accepts the Easements; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs the Town Manager to execute the Easements; and

BE IT FINALLY RESOLVED, that the signed easements be returned to the Applicant's attorney to be filed at the Ontario County Clerk's Office.

Attachment #15

RESOLUTION NO. 2020 – 143: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 3516 SANDY BEACH DRIVE (TAX MAP # 98.15-1-43.100)

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the development / construction of a single-family dwelling located at 3516 Sandy Beach Drive (Tax Map # 98.15-1-43.100).

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 $517.00 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 check from Suzanne Laese) in the total amount of $517.00.

Attachment #16

RESOLUTION NO. 2020 – 144: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 4529 MIDDLE CHESHIRE ROAD (TAX MAP # 126.00-1-23.112

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the development / construction of a single-family dwelling located at 4529 Middle Cheshire Road (Tax Map # 126.00-1-23.112); 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 deposit in the form of a check in the amount of $451.00 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 check from Agro Technologies International) in the total amount of $451.00.

Attachment #17

RESOLUTION NO. 2020 – 145: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 3459 LAKEVIEW LAND

WHEREAS, the Town of Canandaigua Planning Board has granted a site plan approval for the development / construction of a single-family dwelling located at 3459 Lakeview Lane (Tax Map # 98.13-1-18.110); 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 deposit in the form of a personal check in the amount of $6,556.99 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 check from Alan Lupton) in the total amount of $6,556.99.

Attachment #18

- Approval of the following Town Board Meeting Minutes:
  May 18, 2020

- 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 6/9/2020 totaling $24,843.90
General fund $3,490.53
Highway fund $398.80
Capital projects $17,549.43
Water districts $3,405.14

Abstract dated 6/9/2020 totaling $299,179.00
General fund $47,083.21
Highway fund $57,329.04
Capital projects $176,490.80
Lighting districts $1,050.63
Water districts $15,825.32
Trust & Agency $1,400.00

- Privilege of the Floor

- Other Business

- Privilege of the Floor

- Executive Session, as requested

- Adjournment

ATTACHMENT 1

Charter
COMMUNICATIONS

June 1, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Charter Communications ("Charter"), locally known as Spectrum, is making its customers aware that on or around June 1, 2020, Cheddar Business, channel 221 on TV Essentials & SPP Tier 1 will be rebranded to Cheddar.

On or around June 1, 2020 TV Venezuela, channel 867 on SPP Latino/Latino View will be rebranded to TVV.

On or around June 30, 2020, ESPN Goal Line/Bases Loaded, located on Spectrum Channel 371, will no longer be available on Spectrum TV Sports Pack and SPP Tier 2 in all New York State channel lineups.

On or around July 1, 2020, Charter will launch Hogar, channel 940 to SPP Latino View.

On or around July 1, 2020, Charter will launch Viendo Movies HD, channel 982 to SPP Latino View.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions about this change, please feel free to contact me at 585-340-8188 or via email at lauren.kelly@charter.com.

Sincerely,

Lauren E Kelly

Lauren E. Kelly
Director, Government Affairs – Finger Lakes
Charter Communications

100 Town Centre Dr. Suite 100
Rochester, NY 14623

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

KEVIN BUSH, P.E.
Regional Director

May 26, 2020

File: 32.01-332
Study: 04200054

Catherine Menikotz, Supervisor
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424

Dear Ms. Menikotz:

Thank you for forwarding the Town of Canandaigua's Resolution regarding signal timing on County Road 28 and North Street at Route 332 in the City of Canandaigua.

We will obtain updated traffic counts at this location to evaluate if it would be appropriate to adjust signal timing. Upon completion of our review, you will be notified of our determination. Please note that due to current irregular traffic patterns and the absence of school related traffic, data collection for this study will not be able to commence until the fall.

Sincerely,

Paul J Spitzer

Paul J. Spitzer, P. E.
Regional Traffic Engineer

PJS/AOQ/MRJ/ds

c: Hon. P. Helming, New York State Senate
Hon. B. Kolb, New York State Assembly
J. Chrisman, Town Clerk, Town Canandaigua
J. Goodwin, City of Canandaigua Manager
J. Farr, Canandaigua City School District Superintendent
T. Sgt. B. Bernard, State Police Troop "E"
S. Robinson, NYSDOT Resident Engineer, Wayne/Ontario County
K. Bush, NYSDOT Regional Director

Samantha Pierce

From: dfinch@townofcanandaigua.org
Sent: Thursday, May 21, 2020 11:57 AM
To: Samantha Pierce
Subject: FW: Thank You

Please add to communications binder

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: kmccumiskey@townofcanandaigua.org <kmccumiskey@townofcanandaigua.org>
Sent: Monday, May 11, 2020 8:08 AM
To: dfinch@townofcanandaigua.org; jfletcher@townofcanandaigua.org
Subject: FW: Thank You

I wanted to share this email the I received from Rob Richardson.

Kaitlynn McCumiskey
Town of Canandaigua
Highway & Water Department
5440 Route 5 & 20 West
Canandaigua, NY 14424
(585) 394-3300
(585) 394-9476 – Fax

From: kmccumiskey@townofcanandaigua.org <kmccumiskey@townofcanandaigua.org>
Sent: Monday, May 11, 2020 8:07 AM
To: 'Rob Richardson' <rrichardson@canandaiguanewyork.gov>
Subject: RE: Thank You

Good Morning Rob, I appreciate you taking the time to send this email. It has made my morning! Thanks so much for taking the time to share the information as well. I am so happy that it was able to have a positive impact that was able to reach our community as a whole.

The times are definitely changing, and it has helped me to stay positive by focusing on building the future that I want to see. I think that people are ready and willing for this type of information and change and if I can play a roll in encouraging them to take that first step, then I am elated to have the opportunity to do so.

I hope you and your family are staying safe and healthy! Let's keep our thinking caps on for ways to keep collaborating going forward.

Thank you!

Kaitlynn McCumiskey
Town of Canandaigua
Highway & Water Department
5440 Route 5 & 20 West
Canandaigua, NY 14424
(585) 394-3300
(585) 394-9476 – Fax

From: Rob Richardson <rrichardson@canandaiguanewyork.gov>
Sent: Friday, May 8, 2020 4:19 PM
To: kmccumiskey@townofcanandaigua.org
Subject: Thank You

Kaitlynn-

I wanted to drop you a quick note regarding the composting series you did this week. I think you did an incredible job putting the compost awareness week program together, and I love how you structured and framed each installment. Thank you for letting me share on the Climate Smart Canandaigua page as well- your work had a tangible and measurable impact on the City's Composting Program.

Since Monday, I have processed nearly 3 dozen new requests for compost bins from City residents, and as you saw, many more from those outside the City. We have not had that kind of surge since last summer, and I have no doubt it was due to the awareness week series.

So, in conclusion, YOU ROCK! Thanks again.

Have a great weekend & Stay Safe □

Rob Richardson
Assistant City Manager
2 North Main Street
Canandaigua, NY 14424
585-337-2175
Fax: 585-396-5016

City of Canandaigua
the Chosen Spot
NEW YORK STATE OF OPPORTUNITY. | Climate Smart Communities Certified Bronze

Charter
COMMUNICATIONS

May 15, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around June 15, 2020, Charter Communications ("Charter"), locally known as Spectrum, will launch Up TV, channel 124 on Spectrum Lifestyle and TV Essentials.

Also, on or around June 16, 2020, Charter Communications will launch Hallmark Drama HD, channel 127, on Digital Tier 1/Silver.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions about this change, please feel free to contact me at 585-340-8188 or via email at lauren.kelly@charter.com.

Sincerely,

Lauren E Kelly

Lauren E. Kelly
Director, Government Affairs – Finger Lakes
Charter Communications

100 Town Centre Dr. Suite 100
Rochester, NY 14623

TOWN OF CANANDAIGUA
TOWN CLERK
RECEIVED
MAY 13 2020
RECEIVED

Hi Jean!

May 12th, 2020

I have enclosed all the (dog) adoption papers I received from the shelter. He was found as a stray; and to shows by, the scars he has had a rough life. I named my new boy..."MOOSE!!", And, that he is. He is ALL- black lab, with a touch of a, (black)-new foundland dog, =BIG!!! He weighs 88lbs. & is 2-y.o., but, don't exactly know his birth day, Other, than he was born in 2018.

He is a pure, sweetheart! He's very gentle, affectionate, quick to learn, and follows me Every place!, & (yes), even to the bathroom...hehe!!! He listens well, and him & Laycee, get along real good.

He's not a barker, unless, he might think there's a threat, or an unknown person...then he stands at attention, and just watches, maybe a, deep-WOOF!!!

(I am SO GLAD, I don't have to search anymore!!! It was truely wearing me down). I MISS BAILEY, DEEPLY & WITH ALL MY HEART & SOUL!!! He was an exceptional dog!!! HE WAS MY EVERYTHING!!!

I drove all the way up, & back to get MOOSE, on Friday 08th, it took me -"NINE HOURS"-"ROUND TRIP!!!" The shelter was in Malone, NY, and close to Canada boarder, very close to Ottawa. My long time friend Sterling, was with me, & Laycee too-She had to be there for the, "Meet & Greet", with Moose, which went well.

Both dogs, were really good throughout the driving time, but, I was worried about Laycee, Becauase she will be 8-y.o., May 29th, and has

a non-cancerous tumor on her right leg, & she's uncomfortable, and it is swollen, making it difficult for her to walk. Our Vet, gave her a med, that seems to ease the pain, & helps her cope. She's good girl!!!

Then, Saturday afternoon, I took Moose out to go potty....WELL...here we go again!!! He was peeing blood, & small blood clots. Back to the Vet!!! Dr. Jarnot, said Moose has a "UTI" w/ a blockage.....Did tests on him & found other things too, but, concerned more about the "UTI!!" So, Moose got his meds too. He was lethergic, and very tired... However, the blood REALLY CONCERNED ME, & plus, the extra $146.00, to the Vet bill I paid.

The better news is, this morning...Moose starting running back & forth in the house, like a wild man!!!: A VERY GOOD SIGN...the meds are grabbing hold. I will notify the shelter of this news, so they're aware of this issue. Moose is doing really good, and it's nice to feel happiness in this home!!! Not only did Laycee need a companion, but, I did too!!!

All-in-All, it was worth the nine hours drive!!!(I'm a short distance driver).

Thanks for your kindness, & the beautiful sympathey card for Bailey!!! That meant alot!!!

Best Regards, Have a Great Day!!!

Karen Crudele

Charter
COMMUNICATIONS

May 1, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around June 1, 2020, Charter Communications ("Charter"), locally known as Spectrum, will launch ITV Gold HD in Subscription Services, channel 1539.

On or around June 2, 2020, Spectrum Mi Plan Latino will be adding thirteen (13) new English channels to the new Spectrum Mi Plan Latino package. The new package will include Spectrum TV Basic, Latino View and Spectrum Mi Plan Latino with the addition of the following networks: Animal Planet, BET, Boomerang, FXX, MTV, National Geographic, Nick Jr., Nickelodeon, Oxygen, Paramount, SyFy, TV Land and VH1. The additional English channels will be added to customers purchasing Spectrum Mi Plan Latino.

On or around July 10, 2020, additional Spanish networks Hola TV, Ingles Para Tocos, and Kids Central will be added to Latino View. Tarima is scheduled to be added to Latino View at a later date and details will follow. The additional Spanish channels will be added to Spectrum Mi Plan Latino and legacy Mi Plan Latino customers.

Ritmoson Latino, located in Latino View, has rebranded to Telehit Urbano. A logo change is also scheduled to occur in May.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions about this change, please feel free to contact me at 585-340-8188 or via email at lauren.kelly@charter.com.

Sincerely,

Lauren E Kelly

Lauren E. Kelly
Director, Government Affairs – Finger Lakes
Charter Communications

100 Town Centre Dr. Suite 100
Rochester, NY 14623

ATTACHMENT 2

Report of Highway and Water superintendent

Highway

1. We have been renting an asphalt paver to do our road repairs. This rental has provided a cost savings to the town vs hiring a contractor to pave for the town. A typical daily rental of a paver and crew is $11,000 a day from a contractor. We are renting the paver for $ 9,000 a month. We have had to do some practice paving on a dead-end road and the back driveway to the highway facility to be sure that when we paved the road, we are placing the asphalt correctly.
2. We have completed most of the FLCC storm water project. In a few months we will return to install the inlet structure.
3. Roads side mowing is going on and we have again left some areas alone as they were wet when we started mowing. I do not want to rut the ditches with the equipment.
4. Everyone is having issues with Dig Safe New York when it comes to excavations. They have limited staff and are weeks behind schedule clearing our dig request. This is causing a delay in moving forward with projects.

Water

1. During the last week of May when the weather had finally heated up our water pumps that fill the tank on Cramer road never shut off for three days of that week. Once we get the new pumps and tanks installed, we will not have to be as concerned with keeping up with demands in our water system.
2. We have not placed a penalty on water bills for the first quarter of 2020 due to the economic issues. I believe that going forward on the second quarter water bill that the town returns to its policy of after 30 days if the water bill is not received, we place the penalty on the bill. This will need to be discussed.
3. A larger than normal demand for fire hydrant meter rental is happen this year. I have had to purchase additional materials to provide water meters. This does help with revenue for the water district.
4. Located a good size leak in the water system from a repair many decades ago. Anytime we can stop non-revenue water is less the town has to spend on purchasing water.
5. Kaitlynn is working with the Environmental committee on water conservation literature.

Other items

1. The brush piles the residents are place their yard debris is large for this early in the year. If we continue to receive the same amount by this fall, I will need to increase the cost to grind the brush.
2. For the month of May, the solid municipal waste and construction debris has leveled off at the transfer station. We are about average for the month of May.

Assessor's Report – June 5, 2020

There were 4 residential sales in the Town of Canandaigua for the month of May 2020. Three single family houses ranging from $215,000 - $475,000 with an average sale price of $313,300 and a median value of $249,900. The average days on market was 130 days. There was also 1 townhouse that sold for $291,000 on Abbey Rd, after 7 days on market.

By comparison, May 2019 had more residential sales, a total of 13, ranging from $35,000 - $775,000 with an average sale price of $306,431 and a median value of $265,000. The average days on market was 43 days. There was also one townhouse that sold for $124,000 after 101 days on market.

This slight slowing of the market was expected due to the covid-19 shutdown we have experienced over the past 90+ days. Now that we are beginning to re-open, we are optimistic that the real estate market will return to normal. There are currently 38 listings and 25 properties under contract in our town, which is a good sign.

Grievance Day took place on Tuesday, May 26 from 4:00 – 8:00. There were complaints on a total of 12 properties this year. Two commercial properties, both neighborhood shopping centers; and 10 single family houses. Of the 12 properties, five were stipulation agreements. Of the remaining 7 grievances, one was lowered and six were not changed. The BAR decisions resulted in the lowering of the Taxable Assessed Total by $2,026,500 from $1,414,440,040 to $1,412,413,540. We will not know if any of the owners will wish to pursue SCAR or Article78 hearings until the deadlines for filing at the end of July.

Thanks to our BAR members who review each complaint with professionalism, courtesy, and knowledge. We are so fortunate to have this experienced Board.

Respectfully Submitted,

Pam Post, Assessor

Pam Post

Town Clerk Report for the June 15, 2020, Town Board Meeting

1. **Monthly Financial Report**: Revenues collected in the Town Clerk's office for the month of May 2020 totaled $62,399.26. (see attached).

2. **Town Clerk Office Hours**: We are now open full-time. Through Friday, June 19, Deputy Town Clerk Lisa Record and I will be alternating some in-office / working from home hours. Our modified hours through August 31 will be:

Monday, Tuesday, Thursday, and Friday:	8:00 a.m. to 4:00 p.m.
Wednesday:	8:30 a.m. to 5:00 p.m.

3. **Scanning into Laserfiche**: I am happy to let you know Deputy Town Clerk Rebeca Doyle has returned to the Town Clerk's Office starting Monday, June 8. She will be working 25 hours a week. Her main responsibility will continue to be scanning Development Office files into Laserfiche.

4. **Mailchimp Subscriptions**: The Town began using Mailchimp in 2014 as a way to enhance our communication with the Canandaigua community. As of Monday, June 8, 2020, there are 1,241 people who receive the Town's Mailchimp notifications.

5. **Resolutions**:

   a. Credit Card Agreement with MuniciPay for online water bill payments. With the onset of the Covid-19 pandemic, we wanted to give Town residents another option to pay their water bill. There will be no cost to the Town. If approved by the Town Board, a note will be added to the July 1 quarterly water bill, along with a notification in the next Town newsletter and the website will be updated.

Please let me know if you have any questions.

Submitted by,

Jean Chrisman
Town Clerk

Town Clerk Monthly Report Monthly Report
May 01, 2020 - May 31, 2020

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Paviliions	Onanda Halls/Lodging	3	850.20
			Sub-Total:	**$850.20**
A1255	Marriage Lic.	Marriage License Fees	10	175.00
			Sub-Total:	**$175.00**
AA100.1255	Conservation	Conservation	2	3.04
	Misc. Fees	Copies	10	22.25
		Marriage Cert	7	70.00
	Peddling & Soliciting	Peddling & Soliciting	9	900.00
			Sub-Total:	**$995.29**
AA100.1603	Misc. Fees	Death Cert	48	480.00
			Sub-Total:	**$480.00**
AA100.2001	CC Cart Fee	CC Cart Fee	3	0.30
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	2	990.10
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	3	350.10
			Sub-Total:	**$1,340.50**
AA100.2110	Plan & Zone	Zoning Fee	6	1,100.00
			Sub-Total:	**$1,100.00**
AA100.2120	Plan & Zone	Soil Erosion	2	300.00
			Sub-Total:	**$300.00**
AA100.2544	Dog Licensing	Exempt Dogs	2	0.00
		Female, Spayed	44	836.00
		Female, Unspayed	4	108.00
		Male, Neutered	54	1,026.00
		Male, Unneutered	7	189.00
			Sub-Total:	**$2,159.00**
AA100.2590	Building Fee	Building Fee	19	1,722.80
	Plan & Zone	Site Development	33	4,756.60
			Sub-Total:	**$6,479.40**
AA100.2591	Misc. Fees	Transfer Coupons	1236	2,472.00
			Sub-Total:	**$2,472.00**
CM100-2001	Plan & Zone	Parks And Recreation	1	1,000.00
			Sub-Total:	**$1,000.00**
SW500.2140	Rents Payments	Rents Payments	17	44,257.35
			Sub-Total:	**$44,257.35**
SW500.2142	Water Sales	Water Sales	1	108.00
			Sub-Total:	**$108.00**
SW500.2148	Penalty	Penalty	12	274.56
			Sub-Total:	**$274.56**

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	**$61,991.30**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			131.00
Amount paid to:	NYS Environmental Conservation			51.96
Amount paid to:	State Health Dept. For Marriage Licenses			225.00
Total State, County & Local Revenues:	**$62,399.26**		**Total Non-Local Revenues:**	**$407.96**

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.

Catherine Maciak — Supervisor — 6/5/20 — Date

Jean Chrisman — Town Clerk — 6/2/2020 — Date

TOWN OF CANANDAIGUA
PLANNER MONTHLY REPORT

June 4, 2020

In May we issued 51 permits ($20,770.6) and 157 Permits ($48,053.20) issued before June 1. In 2019, the relative numbers were 43 ($10,654.00) and 168 ($53,912.40). While my report for last month stated we were behind the year to year pace, it seems that in May we played catch up.

In May we received 3 complete, new planning and zoning applications. None of these are major developments. They all relate to single family homes. The next deadline date is June 10.

Sarah, Oksana and myself joined with Bergmann Associates to discuss the Uptown Implementation and finalizing a draft of the Form Based Code. Generally, their questions related to current processes and regulations. I also joined Bergmann and the Planning Team for the 332/96 study. It was an initial fact-finding meeting to determine the preferences of the group. As we know with Bergmann's meetings it was interesting and well produced.

Michelle and I are happy to be back into the office. We are doing our best to get caught up.

Best,

Eric Cooper, Planner

TOWN OF CANANDAIGUA
TOWN MANAGER MONTHLY REPORT

June 15, 2020

PERSONNEL

COVID-19: As you are aware, the past couple of months have presented new challenges for the general operation of the Town. I am pleased to inform you that the Town Hall is now open once again Monday through Friday from 8am to 4pm for normal operations. Some employees will have split time between working remotely and working from the Town Hall during the transition period that brings us back to regular operations. We continue to monitor the Governor's communications, the phasing plans, and try to take every safety measure possible including logs of people entering or exiting the Town Hall and have initiated our safety plan.

FINANCE

2020 BUDGET: As you are aware we have made significant budget cuts to the 2020 budget. While we will need to make some minor adjustments in the coming months, the general amended budget that you adopted for 2020 seems to be working well for us at this point.

2021 BUDGET: As the budget officer for the Town, I have prepared a tentative budget calendar for the preparation and leading up to adoption of the 2021 budget in compliance with NYS Rules and Regulations for municipal budget adoption. On your agenda is a resolution to set a public hearing for July 2020 on overriding the tax cap. Due to the water project and the special districts, we will likely need to exclude the tax cap even if the general and highway fund stay relatively flat at our current tax rate of $ 1.03.

NYCLASS: Attached to my report is the most recent statement from NYCLASS regarding our reserve funds.

ONANDA PARK: Effective June 12, 2020 we have resumed staffing at Onanda Park with our gate keepers and park rangers. We have been given the green light on our beach for June.

Sincerely,

Doug Finch, Town Manager

NYCLASS

Summary Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	548,513.18	0.00	0.00	225.87	2,390.64	548,639.74	548,739.05
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	741,687.11	0.00	0.00	305.44	3,108.14	741,858.26	741,992.55
NY-01-1004-0004	PARKS FUND (CM100/CR)	651,051.38	0.00	0.00	268.14	1,319.52	651,201.64	651,319.52
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	186,570.30	0.00	0.00	76.83	813.20	186,613.35	186,647.13
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	208,227.00	0.00	0.00	85.77	778.15	208,275.06	208,312.77
NY-01-1004-0007	HWY SNOW RD REPAIR RESERVE (DA235)	205,051.70	0.00	0.00	84.41	893.69	205,098.99	205,136.11
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	155,626.22	0.00	0.00	64.09	581.57	155,662.13	155,690.31
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	12,452.55	0.00	0.00	5.11	46.51	12,455.42	12,457.66
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	225,908.98	0.00	0.00	93.04	844.20	225,961.12	226,002.02
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	100,333.61	0.00	0.00	41.31	374.92	100,356.76	100,374.92
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	300,749.77	0.00	0.00	123.84	866.87	300,819.17	300,873.61
Total		3,336,171.80	0.00	0.00	1,373.85	12,017.41	3,336,941.64	3,337,545.65

Email: clientservices@newyorkclass.org Tel: (855) 804-9980 Fax: (855) 804-9981 www.newyorkclass.org

NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0001**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			0.00	
05/31/2020	Ending Balance			0.00	

Email: clientservices@newyorkclass.org Tel: (855) 804-9980 Fax: (855) 804-9981 www.newyorkclass.org

NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0002**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	548,513.18	0.00	0.00	225.87	548,639.74	548,739.05

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			548,513.18	
05/31/2020	Income Earned For The Period	225.87			
05/31/2020	Ending Balance			548,739.05	

Email: clientservices@newyorkclass.org Tel: (855) 804-9980 Fax: (855) 804-9981 www.newyorkclass.org

NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0003**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	741,687.11	0.00	0.00	305.44	741,858.26	741,992.55

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			741,687.11	
05/31/2020	Income Earned For The Period	305.44			
05/31/2020	Ending Balance			741,992.55	

Email: clientservices@newyorkclass.org Tel: (855) 804-9980 Fax: (855) 804-9981 www.newyorkclass.org

NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0004**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0004	PARKS FUND (CM100/CR)	651,051.38	0.00	0.00	268.14	651,201.64	651,319.52

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			651,051.38	
05/31/2020	Income Earned For The Period	268.14			
05/31/2020	Ending Balance			651,319.52	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0005**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	186,570.30	0.00	0.00	76.83	186,613.35	186,647.13

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			186,570.30	
05/31/2020	Income Earned For The Period	76.83			
05/31/2020	Ending Balance			186,647.13	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0006**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	208,227.00	0.00	0.00	85.77	208,275.06	208,312.77

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			208,227.00	
05/31/2020	Income Earned For The Period	85.77			
05/31/2020	Ending Balance			208,312.77	

Email: clientservices@newyorkclass.org Tel: (855) 804-9980 Fax: (855) 804-9981 www.newyorkclass.org

NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0007**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0007	HWY SNOW RD REPAIR RESERVE (DA235)	205,051.70	0.00	0.00	84.41	205,098.99	205,136.11

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			205,051.70	
05/31/2020	Income Earned For The Period	84.41			
05/31/2020	Ending Balance			205,136.11	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0008**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	155,626.22	0.00	0.00	64.09	155,662.13	155,690.31

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			155,626.22	
05/31/2020	Income Earned For The Period	64.09			
05/31/2020	Ending Balance			155,690.31	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0009**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	12,452.55	0.00	0.00	5.11	12,455.42	12,457.66

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			12,452.55	
05/31/2020	Income Earned For The Period	5.11			
05/31/2020	Ending Balance			12,457.66	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0010**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	225,908.98	0.00	0.00	93.04	225,961.12	226,002.02

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			225,908.98	
05/31/2020	Income Earned For The Period	93.04			
05/31/2020	Ending Balance			226,002.02	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0011**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	100,333.61	0.00	0.00	41.31	100,356.76	100,374.92

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			100,333.61	
05/31/2020	Income Earned For The Period	41.31			
05/31/2020	Ending Balance			100,374.92	

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NYCLASS

Account Statement

May 2020

Town of Canandaigua

5440 Route 5 & 20 West
Canandaigua, NY 14424

NYCLASS **NY-01-1004-0012**

Summary

Average Monthly Yield: 0.49%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	300,749.77	0.00	0.00	123.84	300,819.17	300,873.61

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
05/01/2020	Beginning Balance			300,749.77	
05/31/2020	Income Earned For The Period	123.84			
05/31/2020	Ending Balance			300,873.61	

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NYCLASS

Daily Rates

May 2020

NYCLASS

Date	Dividend Rate	Daily Yield
01-May-20	0.000015107	0.55%
02-May-20	0.000015107	0.55%
03-May-20	0.000015107	0.55%
04-May-20	0.000015354	0.56%
05-May-20	0.000015174	0.56%
06-May-20	0.000015167	0.56%
07-May-20	0.000014263	0.52%
08-May-20	0.000014164	0.52%
09-May-20	0.000014164	0.52%
10-May-20	0.000014164	0.52%
11-May-20	0.000013527	0.50%
12-May-20	0.000013530	0.50%
13-May-20	0.000013527	0.50%
14-May-20	0.000013129	0.48%
15-May-20	0.000013165	0.48%
16-May-20	0.000013165	0.48%
17-May-20	0.000013165	0.48%
18-May-20	0.000013157	0.48%
19-May-20	0.000013177	0.48%
20-May-20	0.000013184	0.48%
21-May-20	0.000012161	0.45%
22-May-20	0.000012161	0.45%
23-May-20	0.000012161	0.45%
24-May-20	0.000012161	0.45%
25-May-20	0.000012161	0.45%
26-May-20	0.000012174	0.45%
27-May-20	0.000012271	0.45%
28-May-20	0.000011615	0.43%
29-May-20	0.000011460	0.42%
30-May-20	0.000011460	0.42%
31-May-20	0.000011460	0.42%

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Town of Canandaigua
5440 Routes 5 & 20 West Canandaigua, NY 14424
(585) 394-1120 / Fax (585) 394-9476
www.townofcanandaigua.org

MEMO

To: Canandaigua Town Board Date: June 8, 2020

From: Kate Silverstrim-Jensen, Clerk – Finance

Re: May 2020 Revenue/Expense Control Report

BALANCE SHEET

Bank statements have been reconciled through May 29, 2020. Detailed reports can be found in the Bank Reconciliation folder included with the abstract of bills.

REVENUES

Receipts recorded for May totaled $141,524.08 and include the following:

- Town Clerk - $117,716.24 and $1,000 in special park & recreation funds.
- Penaty on Taxes - $13,241.81
- PILOT Payment - $238.16
- Development Office - $7,395.40 applied against accounts receivable
- Metal Reycling - $420.00
- Other - $1,512.47

EXPENDITURES

We expect the available balance in each fund to be about 58.35% at the end of May.

- General Fund (AA100) – Expenditures to date are $1,092,198.37 against a budget of $3,467,118.23 which leaves 68.50% available.

- Highway Fund (DA100) – Expenditures to date are $1,286,068.23 against a budget of $3,169,252.38 which leaves 59.42% available.

- Water Fund (SW500) – Expenditures to date are $298,270.65 against a budget of $1,432,734.98 which leaves 79.18% available.

Town of Canandaigua , NY

Budget Report

Account Summary

For Fiscal: 2020 Period Ending: 06/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND							
Revenue							
AA100.1001.00000	REAL PROPERTY TAXES	555,000.00	555,000.00	0.00	555,000.00	0.00	0.00 %
AA100.1030.00000	SPECIAL ASSESSMENT/PILOT	21,696.00	21,696.00	0.00	25,107.41	3,411.41	115.72 %
AA100.1090.00000	PENALTY ON TAXES	12,000.00	12,000.00	0.00	13,241.81	1,241.81	110.35 %
AA100.1120.00000	NON PROPERTY SALES TAX	2,000,000.00	1,315,500.00	0.00	0.00	-1,315,500.00	100.00 %
AA100.1170.00000	CABLE TV FRANCHISE FEES	80,000.00	80,000.00	0.00	44,517.39	-35,482.61	44.35 %
AA100.1255.00000	TOWN CLERK FEES	1,400.00	1,400.00	0.00	624.94	-775.06	55.36 %
AA100.1603.00000	VITAL STATISTICS FEE	5,500.00	5,500.00	0.00	1,212.00	-4,288.00	77.96 %
AA100.2001.00000	PARK & RECREATION FEES	105,000.00	55,000.00	0.00	14,228.96	-40,771.04	74.13 %
AA100.2110.00000	ZONING FEES	27,500.00	18,000.00	0.00	11,950.00	-6,050.00	33.61 %
AA100.2120.00000	SOIL EROSION CONTROL	6,000.00	4,000.00	0.00	1,500.00	-2,500.00	62.50 %
AA100.2148.00000	RETURNED CHECK FEE	20.00	20.00	0.00	20.00	0.00	0.00 %
AA100.2192.00000	CEMETERY SERVICES	500.00	500.00	0.00	0.00	-500.00	100.00 %
AA100.2302.00000	SERVICES/OTHER GOVERNMENTS	26,620.00	26,620.00	0.00	4,500.00	-22,120.00	83.10 %
AA100.2401.00000	INTEREST & EARNINGS	15,000.00	15,000.00	0.00	1,214.64	-13,785.36	91.90 %
AA100.2410.00000	RENTAL OF REAL PROPERTY	12,800.00	12,800.00	450.00	9,000.00	-3,800.00	29.69 %
AA100.2544.00000	DOG LICENSES	20,000.00	20,000.00	0.00	5,809.00	-14,191.00	70.96 %
AA100.2590.00000	SITE DEVELOPMENT FEES	67,000.00	40,000.00	0.00	16,283.80	-23,716.20	59.29 %
AA100.2591.00000	CONSTRUCTION DEBRIS FEES	20,000.00	20,000.00	0.00	4,436.00	-15,564.00	77.82 %
AA100.2610.00000	FINES & FORFEITED BAIL	80,000.00	80,000.00	20,230.85	54,845.85	-25,154.15	31.44 %
AA100.2651.00000	RECYCLING REVENUE	15,000.00	15,000.00	240.00	3,767.54	-11,232.46	74.88 %
AA100.2665.00000	SALE OF EQUIPMENT	12,500.00	12,500.00	17,215.00	17,215.00	4,715.00	137.72 %
AA100.2705.00000	GIFTS & DONATIONS	0.00	0.00	800.00	800.00	800.00	0.00 %
AA100.2770.00000	MISCELLANEOUS INCOME	0.00	0.00	0.00	3,448.56	3,448.56	0.00 %
AA100.3005.00000	ONTARIO CO MORTGAGE TAX	230,000.00	149,500.00	221,133.70	221,133.70	71,633.70	147.92 %
AA100.3092.00000	ST AID.PLANNING STUDIES	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
AA100.5031.00000	INTERFUND TRANSFERS	0.00	110,000.00	0.00	0.00	-110,000.00	100.00 %
AA100.5031.000CM	INTERFUND TRANSFERS	192,500.00	180,000.00	0.00	0.00	-180,000.00	100.00 %
AA100.9000.00000	APPROPRIATED FUND BALANCE FO	491,334.00	499,184.00	0.00	0.00	-499,184.00	100.00 %
	Revenue Total:	**4,042,370.00**	**3,294,220.00**	**260,069.55**	**1,009,856.60**	**-2,284,363.40**	**69.34 %**
Expense							
AA100.1010.110.00000	TOWN BOARD.ELECTED	20,660.00	20,660.00	765.20	9,182.40	11,477.60	55.55 %
AA100.1010.400.00000	TOWN BOARD.CONTRACTUAL	750.00	250.00	0.00	211.74	38.26	15.30 %
AA100.1110.110.00000	JUSTICES.ELECTED	50,850.00	50,850.00	1,883.34	22,600.08	28,249.92	55.56 %
AA100.1110.120.00000	JUSTICES.COURT CLERK, PT	23,400.00	23,400.00	1,053.00	9,760.50	13,639.50	58.29 %
AA100.1110.130.00000	JUSTICES.COURT CLERK, PT	5,000.00	5,000.00	0.00	1,732.50	3,267.50	65.35 %
AA100.1110.140.00000	JUSTICES.COURT CLERK, PT	17,316.00	5,316.00	0.00	3,996.01	1,319.99	24.83 %
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	10,140.00	10,140.00	0.00	1,219.96	8,920.04	87.97 %
AA100.1110.401.00000	JUSTICES..CONTR.COURTSECURITY	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
AA100.1220.110.00000	SUPERVISOR.ELECTED	20,400.00	20,400.00	755.56	9,066.72	11,333.28	55.56 %
AA100.1220.120.00000	SUPERVISOR.DEPUTY SUPERVISOR	2,000.00	2,000.00	76.92	846.12	1,153.88	57.69 %
AA100.1220.400.00000	SUPERVISOR.CONTRACTUAL	1,500.00	1,500.00	0.00	150.00	1,350.00	90.00 %
AA100.1230.100.00000	TOWN MANAGER.PERSONAL SERVI	125,000.00	125,000.00	4,629.63	55,555.56	69,444.44	55.56 %
AA100.1230.120.00000	TOWN MGR.ADMINISTRATIVE AIDE	30,810.00	30,810.00	987.50	10,679.82	20,130.18	65.34 %
AA100.1230.200.00000	TOWN MANAGER.CAPITAL.EQUIPM	2,350.00	0.00	0.00	0.00	0.00	0.00 %
AA100.1230.400.00000	TOWN MANAGER.CONTRACTUAL	7,490.00	2,490.00	-308.88	581.27	1,908.73	76.66 %
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	12,000.00	14,000.00	0.00	12,790.00	1,210.00	8.64 %
AA100.1340.400.00000	BUDGET.CONTRACTUAL	3,000.00	3,000.00	-85.00	217.06	2,782.94	92.76 %
AA100.1345.400.00000	PURCHASING.CONTRACTUAL	2,250.00	750.00	0.00	447.58	302.42	40.32 %
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	73,000.00	56,755.08	2,074.08	33,982.07	22,773.01	40.13 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE FT	45,931.00	12,175.92	0.00	12,175.92	0.00	0.00 %
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	0.00	500.00	100.00 %
AA100.1355.400.00000	ASSESSOR.CONTRACTUAL	9,300.00	5,800.00	0.00	3,724.62	2,075.38	35.78 %
AA100.1355.420.00000	ASSESSOR.BAR REVIEW CONTRACT	200.00	200.00	0.00	0.00	200.00	100.00 %
AA100.1410.110.00000	TOWN CLERK.ELECTED	63,154.00	63,154.00	2,339.04	28,068.48	35,085.52	55.56 %
AA100.1410.131.00000	TOWN CLERK.DEPUTY F/T	37,986.00	37,986.00	1,436.80	15,535.40	22,450.60	59.10 %
AA100.1410.141.00000	TOWN CLERK.DEPUTY P/T	22,568.00	15,068.00	0.00	7,447.77	7,620.23	50.57 %
AA100.1410.200.00000	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	0.00	850.00	100.00 %
AA100.1410.400.00000	TOWN CLERK.CONTRACTUAL	12,550.00	9,550.00	0.00	6,140.07	3,409.93	35.71 %
AA100.1420.400.00000	ATTORNEY.CONTRACTUAL	12,500.00	2,500.00	-1,276.19	1,628.81	871.19	34.85 %
AA100.1430.132.00000	PERSONNEL.HR AND PAYROLL COO	68,750.00	68,750.00	2,546.30	29,797.20	38,952.80	56.66 %
AA100.1430.141.00000	PERSONNEL.CLERK P/T	15,600.00	6,600.00	0.00	4,923.75	1,676.25	25.40 %
AA100.1430.142.00000	PERSONNEL.CLERK P/T	31,110.00	29,110.00	0.00	586.54	28,523.46	97.99 %
AA100.1430.144.00000	PERSONNEL.FINANCE CLERK II	55,000.00	55,000.00	2,037.04	24,444.48	30,555.52	55.56 %
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	6,125.00	6,125.00	15.56	1,257.48	4,867.52	79.47 %
AA100.1430.420.00000	PERSONNEL.HUMAN RESOURCE	1,200.00	1,200.00	0.00	840.48	359.52	29.96 %
AA100.1440.400.00000	ENGINEERING.CONTRACTUAL	3,500.00	0.00	0.00	0.00	0.00	0.00 %
AA100.1440.406.00000	ENGINEERING.CHESHIRE SEWERS	7,500.00	0.00	0.00	0.00	0.00	0.00 %
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.	2,855.00	1,355.00	0.00	0.00	1,355.00	100.00 %
AA100.1460.400.00000	RECORDS MANAGEMENT.CONTRAC	12,600.00	3,600.00	0.00	2,970.39	629.61	17.49 %
AA100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C	6,250.00	250.00	0.00	49.98	200.02	80.01 %
AA100.1620.200.00000	BUILDINGS.CAPITAL.EQUIPMENT	65,000.00	103,722.23	0.00	6,253.08	97,469.15	93.97 %
AA100.1620.400.00000	BUILDINGS.CONTRACTUAL	4,000.00	4,000.00	0.00	864.18	3,135.82	78.40 %
AA100.1620.403.00000	BUILDINGS..TOWNHALL.CONTR.UTI	38,200.00	33,200.00	1,587.75	19,310.46	13,889.54	41.84 %
AA100.1620.404.00000	BUILDINGS..HIGHWAYBLDG.CONTR	60,000.00	53,500.00	564.81	21,363.60	32,136.40	60.07 %
AA100.1620.405.00000	BUILDINGS..PARKS.CONTR.UTILITY.	34,950.00	29,950.00	1,267.34	10,452.30	19,497.70	65.10 %
AA100.1620.410.00000	BUILDINGS.JANITORIAL	25,400.00	25,400.00	0.00	4,710.62	20,689.38	81.45 %
AA100.1670.400.00000	PRINTING & MAILING.CONTRACTU	28,500.00	18,500.00	0.00	3,606.68	14,893.32	80.50 %
AA100.1680.200.00000	DATA PROCESSING.CAPITAL.EQUIP	43,625.00	38,045.00	0.00	10,675.81	27,369.19	71.94 %
AA100.1680.400.00000	DATA PROCESSING.CONTRACTUAL	51,200.00	36,200.00	0.00	19,493.05	16,706.95	46.15 %
AA100.1910.400.00000	UNALLOCATED INSURANCE	110,000.00	95,000.00	0.00	18,589.34	76,410.66	80.43 %
AA100.1920.400.00000	MUNICIPAL ASSOCIATION DUES	1,350.00	1,350.00	0.00	1,350.00	0.00	0.00 %
AA100.1990.400.00000	CONTINGENCY	112,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
AA100.3120.400.00000	POLICE.CONTRACTUAL	27,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.3310.200.00000	TRAFFIC.CAPITAL.EQUIPMENT	20,000.00	0.00	0.00	0.00	0.00	0.00 %
AA100.3310.400.00000	TRAFFIC.CONTRACTUAL	91,500.00	51,500.00	0.00	8,093.00	43,407.00	84.29 %
AA100.3510.400.00000	DOG CONTROL CONTRACTUAL	24,600.00	24,600.00	0.00	0.00	24,600.00	100.00 %
AA100.4020.100.00000	REGISTRAR.PERSONAL SERVICES	2,400.00	2,400.00	0.00	600.00	1,800.00	75.00 %
AA100.4020.400.00000	REGISTRAR.CONTRACTUAL	250.00	250.00	0.00	0.00	250.00	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	74,781.00	74,781.00	2,769.67	33,236.04	41,544.96	55.56 %
AA100.5010.120.00000	HIGHWAY.DEPUTY	3,191.00	3,191.00	122.73	1,350.03	1,840.97	57.69 %
AA100.5010.130.00000	HIGHWAY.ACCOUNT CLERK	20,000.00	4,768.00	-4,333.50	2,850.00	1,918.00	40.23 %
AA100.5182.400.00000	STREET LIGHTING.CONTRACTUAL	33,000.00	15,500.00	21.28	8,136.67	7,363.33	47.51 %
AA100.6410.410.00000	PUBLICITY.CONTRACTUAL	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.6410.420.00000	PUBLICITY.PARK	3,500.00	0.00	0.00	0.00	0.00	0.00 %
AA100.6989.400.00000	ECONOMIC DEVELOPMENT.CONTR	50,000.00	50,000.00	0.00	50,000.00	0.00	0.00 %
AA100.7020.141.00000	RECREATION.SR LIFEGUARD	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
AA100.7110.121.00000	PARKS.MAINTENANCE ASSISTANT	49,350.00	49,350.00	1,827.78	21,933.36	27,416.64	55.56 %
AA100.7110.130.00000	PARK.LABORER F/T	38,440.00	38,440.00	1,440.00	15,552.00	22,888.00	59.54 %
AA100.7110.131.00000	LABORER SEASONAL.PERSONAL SE	49,650.00	29,650.00	0.00	0.00	29,650.00	100.00 %
AA100.7110.142.00000	REC.ATTENDANTS GATEHOUSE	12,500.00	0.00	0.00	0.00	0.00	0.00 %
AA100.7110.143.00000	PARK.LABORER P/T	12,188.00	12,188.00	585.00	5,167.50	7,020.50	57.60 %
AA100.7110.200.00000	PARKS.NORMAL.CAP.MAINTENANC	98,750.00	48,650.00	0.00	1,635.38	47,014.62	96.64 %
AA100.7110.201.00000	PARKS.PRKFUND.NEWREC.EXP.PAR	192,500.00	233,000.00	0.00	15,310.58	217,689.42	93.43 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.7110.400.00000	PARK.CONTRACTUAL	96,115.00	36,115.00	49.35	10,041.98	26,073.02	72.19 %
AA100.7110.402.00000	PARK.TREE & LANDSCAPE	8,400.00	3,275.77	0.00	0.00	3,275.77	100.00 %
AA100.7140.141.00000	PLAYGROUND/RECREATION.LIFEGU	50,500.00	50,500.00	0.00	0.00	50,500.00	100.00 %
AA100.7140.142.00000	PLAYGROUND/RECREATION.SPECIA	34,800.00	34,800.00	0.00	0.00	34,800.00	100.00 %
AA100.7140.200.00000	PLAYGROUND/RECREATION.CAPITA	350.00	350.00	0.00	0.00	350.00	100.00 %
AA100.7140.400.00000	PLAYGROUND/RECREATION.CONTR	16,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.7140.405.00000	RECREATION.EVENTS.MOVIENIGHT	4,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
AA100.7140.410.00000	PLAYGROUND/RECREATION.DAY CA	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
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	3,312.00	3,312.00	0.00	828.00	2,484.00	75.00 %
AA100.7510.400.00000	HISTORIAN.CONTRACTUAL	600.00	600.00	0.00	0.00	600.00	100.00 %
AA100.7550.400.00000	CELEBRATIONS.CONTRACTUAL	4,500.00	4,500.00	0.00	2,050.00	2,450.00	54.44 %
AA100.7620.400.00000	ADULT RECREATION.CONTRACTUAL	2,500.00	2,500.00	0.00	28.56	2,471.44	98.86 %
AA100.8010.120.00000	PLANNER	59,625.00	59,625.00	2,208.33	26,499.96	33,125.04	55.56 %
AA100.8010.141.00000	ZONING.INSPECTOR P/T	8,528.00	8,528.00	328.00	3,300.50	5,227.50	61.30 %
AA100.8010.144.00000	ZONING..OFFICE SPECIALIST I	40,040.00	31,040.00	1,540.00	16,593.51	14,446.49	46.54 %
AA100.8010.145.00000	ZONING..ZONING INSP F/T	31,200.00	22,200.00	0.00	10,560.00	11,640.00	52.43 %
AA100.8010.200.00000	ZONING INSPECTOR.CAPITAL.EQUIP	750.00	750.00	0.00	0.00	750.00	100.00 %
AA100.8010.400.00000	ZONING INSPECTOR.CONTRACTUAL	2,800.00	1,500.00	-258.88	663.44	836.56	55.77 %
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	189.00	2,317.00	3,883.00	62.63 %
AA100.8020.150.00000	PLANNING..ECB PERS SVCS BOARD	4,200.00	4,200.00	0.00	900.00	3,300.00	78.57 %
AA100.8020.160.00000	PLANNING..ECB STENOGRAPHER	1,800.00	1,800.00	14.00	469.00	1,331.00	73.94 %
AA100.8020.400.00000	PLANNING.MISC.CONTRACTUAL	16,350.00	6,350.00	-115.00	5,931.85	418.15	6.59 %
AA100.8020.410.00000	PLANNING.ENGINEERING.CONTRA	8,500.00	2,500.00	0.00	1,305.00	1,195.00	47.80 %
AA100.8020.412.00000	PLANNING.COMP PLAN	4,500.00	500.00	0.00	61.10	438.90	87.78 %
AA100.8020.422.00000	PLANNING.OPEN SPACE & CONSER	5,000.00	2,356.00	0.00	678.00	1,678.00	71.22 %
AA100.8020.424.00000	PLANNING.UPTOWN.MUO	25,000.00	7,500.00	0.00	0.00	7,500.00	100.00 %
AA100.8020.428.00000	PLANNING.HISTORICAL SURVEY	16,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
AA100.8020.430.00000	PLANNING..MIDDLECHESHIRERD	10,000.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.8020.450.00000	ENVIRONMENTAL CONSULT BOARD	12,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
AA100.8040.120.00000	ZONING BOARD OF APPEALS.PERS	5,400.00	5,400.00	0.00	1,350.25	4,049.75	75.00 %
AA100.8040.400.00000	ZONING BOARD OF APPEALS CONT	9,000.00	2,500.00	0.00	1,120.32	1,379.68	55.19 %
AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIPME	250.00	150.00	0.00	0.00	150.00	100.00 %
AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	1,400.00	0.00	0.00	0.00	0.00	0.00 %
AA100.8160.130.00000	WASTE & RECYCLING MEO.PERSON	60,098.00	60,098.00	2,562.15	15,060.56	45,037.44	74.94 %
AA100.8160.140.00000	WASTE & RECYCLING LABORS PT.PE	25,500.00	25,500.00	899.75	8,819.15	16,680.85	65.42 %
AA100.8160.201.00000	WASTE & RECYCLING.GRANT IMPR	7,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
AA100.8160.400.00000	WASTE & RECYCLING CONTRACTUA	89,380.00	89,380.00	0.00	20,954.80	68,425.20	76.56 %
AA100.8664.121.00000	CODE ENFORCEMENT	68,453.00	68,453.00	2,535.30	30,423.60	38,029.40	55.56 %
AA100.8664.122.00000	CODE ENFORCEMENT	17,314.00	6,314.00	665.92	6,445.90	-131.90	-2.09 %
AA100.8664.124.00000	CODE ENFORCEMENT	62,093.00	53,593.00	2,299.74	27,596.88	25,996.12	48.51 %
AA100.8664.200.00000	CODE ENFORCEMENT.CAPITAL.EQU	26,000.00	24,000.00	0.00	23,843.43	156.57	0.65 %
AA100.8664.400.00000	CODE ENFORCEMENT.CONTRACTU	5,315.00	5,315.00	-159.44	1,665.89	3,649.11	68.66 %
AA100.8710.400.00000	CONSERVATION.CONTRACTUAL	12,000.00	0.00	0.00	0.00	0.00	0.00 %
AA100.8810.400.00000	CEMETERIES CONTRACTUAL	10,001.00	2,501.00	0.00	225.66	2,275.34	90.98 %
AA100.8989.400.00000	CDGA LAKE MANAGEMENT PLAN	29,000.00	29,000.00	0.00	27,593.00	1,407.00	4.85 %
AA100.9010.800.00000	NYS RETIREMENT	135,000.00	135,000.00	0.00	0.00	135,000.00	100.00 %
AA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	112,000.00	112,000.00	3,124.02	39,942.92	72,057.08	64.34 %
AA100.9040.800.00000	WORKERS COMPENSATION	73,663.00	73,663.00	0.00	73,663.00	0.00	0.00 %
AA100.9050.800.00000	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	1,362.74	3,637.26	72.75 %
AA100.9055.800.00000	DISABILITY INSURANCE	2,500.00	2,500.00	0.00	506.74	1,993.26	79.73 %
AA100.9060.810.00000	MEDICAL INSURANCE	185,000.00	180,513.57	0.00	77,608.65	102,904.92	57.01 %
AA100.9060.811.00000	DENTAL INSURANCE	13,000.00	13,000.00	0.00	5,545.68	7,454.32	57.34 %
AA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	2,000.00	2,000.00	74.07	888.84	1,111.16	55.56 %
AA100.9060.830.00000	HSA ACCOUNT	45,000.00	45,000.00	0.00	17,552.86	27,447.14	60.99 %
AA100.9710.600.00000	SERIAL BONDS.PRINCIPAL HIGHWA	205,000.00	205,000.00	0.00	0.00	205,000.00	100.00 %
AA100.9710.700.00000	SERIAL BONDS.INTEREST.HIGHWAY	81,113.00	81,113.00	0.00	0.00	81,113.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
AA100.9901.900.00000	INTERFUND TRANSFER	0.00	15,718.43	0.00	15,718.43	0.00	0.00 %
AA100.9950.900.00000	TRANSFER.CAPITAL PROJECTS	0.00	1,124.23	0.00	1,124.23	0.00	0.00 %
	Expense Total:	**4,042,370.00**	**3,467,118.23**	**40,739.07**	**1,092,198.37**	**2,374,919.86**	**68.50 %**
	Fund: AA100 - GENERAL FUND Surplus (Deficit):	**0.00**	**-172,898.23**	**219,330.48**	**-82,341.77**	**90,556.46**	**52.38 %**
Fund: AA231 - CONTINGENT/TAX RESERVE							
Revenue							
AA231.2401.00000	INTEREST & EARNINGS.CONT TAX R	0.00	0.00	0.00	2,390.64	2,390.64	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**2,390.64**	**2,390.64**	**0.00 %**
	Fund: AA231 - CONTINGENT/TAX RESERVE Total:	**0.00**	**0.00**	**0.00**	**2,390.64**	**2,390.64**	**0.00 %**
Fund: AA232 - REPAIR RESERVE							
Revenue							
AA232.2401.00000	INTEREST & EARNING.BUILDING RE	0.00	0.00	0.00	581.57	581.57	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**581.57**	**581.57**	**0.00 %**
	Fund: AA232 - REPAIR RESERVE Total:	**0.00**	**0.00**	**0.00**	**581.57**	**581.57**	**0.00 %**
Fund: AA233 - TECHNOLOGY RESERVE							
Revenue							
AA233.2401.00000	INTEREST & EARNING.TECHNOLOG	0.00	0.00	0.00	46.51	46.51	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**46.51**	**46.51**	**0.00 %**
	Fund: AA233 - TECHNOLOGY RESERVE Total:	**0.00**	**0.00**	**0.00**	**46.51**	**46.51**	**0.00 %**
Fund: AA234 - OPEN SPACE RESERVE							
Revenue							
AA234.2401.00000	INTEREST & EARNING.OPEN SPACE	0.00	0.00	0.00	3,108.14	3,108.14	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**3,108.14**	**3,108.14**	**0.00 %**
	Fund: AA234 - OPEN SPACE RESERVE Total:	**0.00**	**0.00**	**0.00**	**3,108.14**	**3,108.14**	**0.00 %**
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE							
Revenue							
AA235.2401.00000	INTEREST & EARNING.NYS RETIRE	0.00	0.00	0.00	844.20	844.20	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**844.20**	**844.20**	**0.00 %**
	Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	**0.00**	**0.00**	**0.00**	**844.20**	**844.20**	**0.00 %**
Fund: AA237 - BONDED INDEBTEDNESS RESERVE							
Revenue							
AA237.2401.00000	INTEREST & EARNINGS.BONDED IN	0.00	0.00	0.00	374.92	374.92	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**374.92**	**374.92**	**0.00 %**
	Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	**0.00**	**0.00**	**0.00**	**374.92**	**374.92**	**0.00 %**
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE							
Revenue							
AA238.2401.00000	INTEREST & EARNINGS.SOLID WAS	0.00	0.00	0.00	873.61	873.61	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**873.61**	**873.61**	**0.00 %**
	Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	**0.00**	**0.00**	**0.00**	**873.61**	**873.61**	**0.00 %**
Fund: CL100 - LOCAL SOLID WASTE							
Revenue							
CL100.2401.00000	INTEREST & EARNINGS	0.00	0.00	0.00	4.39	4.39	0.00 %
CL100.9000.00000	APPROPRIATED FUND BALANCE	61,912.71	61,912.71	0.00	0.00	-61,912.71	100.00 %
	Revenue Total:	**61,912.71**	**61,912.71**	**0.00**	**4.39**	**-61,908.32**	**99.99 %**
Expense							
CL100.1480.400.00000	PUBLICSERVINFO.CONTRACTUAL.C	43,211.56	9,357.91	0.00	895.16	8,462.75	90.43 %
CL100.8160.400.00000	WASTE & RECYCLING.CONTRACTUA	18,701.15	9,218.89	0.00	8,483.89	735.00	7.97 %
CL100.9901.900.00000	INTERFUND TRANSFER	0.00	11,745.22	0.00	11,745.22	0.00	0.00 %
	Expense Total:	**61,912.71**	**30,322.02**	**0.00**	**21,124.27**	**9,197.75**	**30.33 %**
	Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):	**0.00**	**31,590.69**	**0.00**	**-21,119.88**	**-52,710.57**	**166.85 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS							
Revenue							
CM100.2001.00000	PARK & RECREATION FEES	30,000.00	30,000.00	0.00	6,000.00	-24,000.00	80.00 %
CM100.2401.00000	INTEREST & EARNINGS	0.00	0.00	0.00	1,408.64	1,408.64	0.00 %
CM100.9000.00000	APPROPRIATE FUND BALANCE FOR	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
	Revenue Total:	**160,000.00**	**160,000.00**	**0.00**	**7,408.64**	**-152,591.36**	**95.37 %**
Expense							
CM100.9901.900.00000	INTERFUND TRANSFER	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
	Expense Total:	**160,000.00**	**160,000.00**	**0.00**	**0.00**	**160,000.00**	**100.00 %**
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Surplus (Deficit		**0.00**	**0.00**	**0.00**	**7,408.64**	**7,408.64**	**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	2,400,000.00	1,560,000.00	0.00	1,141,052.38	-418,947.62	26.86 %
DA100.2302.00000	SERVICES/OTHER GOVERNMENTS	135,000.00	135,000.00	0.00	71,253.00	-63,747.00	47.22 %
DA100.2303.00000	SALE OF FUEL	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
DA100.2401.00000	INTEREST & EARNINGS	0.00	0.00	0.00	404.07	404.07	0.00 %
DA100.2665.00000	SALE OF EQUIPMENT	39,000.00	39,000.00	14,070.00	14,070.00	-24,930.00	63.92 %
DA100.3501.00000	NYS STATE AID CHIPS	260,000.00	195,000.00	0.00	0.00	-195,000.00	100.00 %
DA100.9000.00000	APPROPRIATED FUND BALANCE FO	295,070.00	111,570.00	0.00	0.00	-111,570.00	100.00 %
	Revenue Total:	**3,999,070.00**	**2,910,570.00**	**14,070.00**	**2,091,779.45**	**-818,790.55**	**28.13 %**
Expense							
DA100.1420.400.00000	HWY.ATTORNEY.CONTRACTUAL	5,000.00	2,500.00	0.00	0.00	2,500.00	100.00 %
DA100.1440.400.00000	HWY.ENGINEERING.CONTRACTUAL	75,003.00	20,003.00	0.00	2,185.00	17,818.00	89.08 %
DA100.1710.400.00000	HWY.CONTRACTUAL	14,500.00	14,500.00	-108.88	2,000.91	12,499.09	86.20 %
DA100.5110.130.00000	GENERAL REPAIRS.WAGES F/T	585,000.00	585,000.00	32,878.13	129,588.61	455,411.39	77.85 %
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	1,116,001.00	546,001.00	0.00	101,203.53	444,797.47	81.46 %
DA100.5130.200.00000	MACHINERY.CAPITAL.EQUIPMENT	497,001.00	283,936.38	0.00	252,205.38	31,731.00	11.18 %
DA100.5130.400.00000	MACHINERY.CONTRACTUAL..	240,000.00	178,315.62	98.80	38,905.63	139,409.99	78.18 %
DA100.5130.400.00105	MACHINERY.CONTRACTUAL.CAR #5	0.00	11.72	0.00	11.72	0.00	0.00 %
DA100.5130.400.00109	MACHINERY.CONTRACTUAL.CAR #9	0.00	120.84	0.00	120.84	0.00	0.00 %
DA100.5130.400.00110	MACHINERY.CONTRACTUAL CAR #1	0.00	73.99	0.00	73.99	0.00	0.00 %
DA100.5130.400.00111	MACHINERY.CONTRACTUAL.CAR#1	0.00	21.00	0.00	21.00	0.00	0.00 %
DA100.5130.400.00112	MACHINERY.CONTRACTUAL.CAR#1	0.00	393.00	0.00	393.00	0.00	0.00 %
DA100.5130.400.00114	MACHINERY.CONTRACTUAL.CAR#1	0.00	120.00	0.00	120.00	0.00	0.00 %
DA100.5130.400.00115	MACHINERY.CONTRACTUAL.CAR#1	0.00	689.79	0.00	689.79	0.00	0.00 %
DA100.5130.400.00203	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,267.04	0.00	1,267.04	0.00	0.00 %
DA100.5130.400.00204	MACHINERY.CONTRACTUAL.TRUCK	0.00	4,628.81	0.00	4,628.81	0.00	0.00 %
DA100.5130.400.00205	MACHINERY.CONTRACTUAL.TRUCK	0.00	5,995.30	0.00	5,995.30	0.00	0.00 %
DA100.5130.400.00207	MACHINERY.CONTRACTUAL.TRUCK	0.00	9,956.15	0.00	9,956.15	0.00	0.00 %
DA100.5130.400.00208	MACHINERY.CONTRACTUAL.TRUCK	0.00	426.11	0.00	426.11	0.00	0.00 %
DA100.5130.400.00209	MACHINERY.CONTRACTUAL.TRUCK	0.00	652.10	0.00	652.10	0.00	0.00 %
DA100.5130.400.00213	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,421.93	0.00	1,421.93	0.00	0.00 %
DA100.5130.400.00214	MACHINERY.CONTRACTUAL.TRUCK	0.00	2,791.59	0.00	2,791.59	0.00	0.00 %
DA100.5130.400.00215	MACHINERY.CONTRACTUAL.TRUCK	0.00	3,308.84	0.00	3,308.84	0.00	0.00 %
DA100.5130.400.00216	MACHINERY.CONTRACTUAL.TRUCK	0.00	331.21	0.00	331.21	0.00	0.00 %
DA100.5130.400.00217	MACHINERY.CONTRACTUAL.TRUCK	0.00	14.99	0.00	14.99	0.00	0.00 %
DA100.5130.400.00233	MACHINERY.CONTRACTUAL.TRUCK	0.00	2,016.08	0.00	2,016.08	0.00	0.00 %
DA100.5130.400.00234	MACHINERY.CONTRACTUAL.TRUCK	0.00	1,852.54	0.00	1,852.54	0.00	0.00 %
DA100.5130.400.00236	MACHINERY.CONTRACTUAL.TRUCK	0.00	136.42	0.00	136.42	0.00	0.00 %
DA100.5130.400.00238	MACHINERY.CONTRACTUAL.TRUCK	0.00	18,248.25	0.00	18,248.25	0.00	0.00 %
DA100.5130.400.00239	MACHINERY.CONTRACTUAL.TRUCK	0.00	2,248.34	0.00	2,248.34	0.00	0.00 %
DA100.5130.400.00240	MACHINERY.CONTRACTUAL TRUCK	0.00	2,028.34	0.00	2,028.34	0.00	0.00 %
DA100.5130.400.00313	MACHINERY.CONTRACTUAL.TRUCK	0.00	261.91	0.00	261.91	0.00	0.00 %
DA100.5130.400.00320	MACHINERY.CONTRACTUAL.EXCAV	0.00	448.84	0.00	448.84	0.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
DA100.5130.400.00323	MACHINERY.CONTRACTUAL.BACKH	0.00	675.00	0.00	675.00	0.00	0.00 %
DA100.5130.400.00326	MACHINERY.CONTRACTUAL.TRACT	0.00	562.86	0.00	562.86	0.00	0.00 %
DA100.5130.400.00340	MACHINERY.CONTRACTUAL.SWEEP	0.00	309.00	0.00	309.00	0.00	0.00 %
DA100.5130.400.00359	MACHINERY.CONTRACTUAL.MOWE	0.00	209.13	0.00	209.13	0.00	0.00 %
DA100.5130.400.00367	MACHINERY.CONTRACTUAL.UTILIT	0.00	145.75	0.00	145.75	0.00	0.00 %
DA100.5130.400.00369	MACHINERY.CONTRACTUAL.LOADE	0.00	684.64	0.00	684.64	0.00	0.00 %
DA100.5130.400.0244R	MACHINERY.CONTRACTUAL.TRUCK	0.00	468.87	0.00	468.87	0.00	0.00 %
DA100.5130.410.00000	MACHINERY.FUEL METERING	190,000.00	190,000.00	0.00	38,266.89	151,733.11	79.86 %
DA100.5142.130.00000	SNOW REMOVAL.WAGES F/T	400,000.00	400,000.00	0.00	279,078.88	120,921.12	30.23 %
DA100.5142.400.00000	SNOW REMOVAL.CONTRACTUAL	415,000.00	424,911.00	0.00	209,353.12	215,557.88	50.73 %
DA100.9010.800.00000	NYS RETIREMENT	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
DA100.9030.800.00000	SOCIAL SECURITY/MEDICARE	72,500.00	72,500.00	2,442.22	30,802.83	41,697.17	57.51 %
DA100.9040.800.00000	WORKERS COMPENSATION	54,565.00	54,565.00	0.00	54,565.00	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	0.00	109.80	390.20	78.04 %
DA100.9060.810.00000	MEDICAL/DENTAL INSURANCE	135,000.00	135,000.00	0.00	59,102.80	75,897.20	56.22 %
DA100.9060.811.00000	DENTAL INSURANCE	13,000.00	13,000.00	0.00	6,232.37	6,767.63	52.06 %
DA100.9060.820.00000	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	148.14	1,777.68	2,222.32	55.56 %
DA100.9060.830.00000	HSA ACCOUNT	37,000.00	37,000.00	0.00	18,169.42	18,830.58	50.89 %
	Expense Total:	**3,999,070.00**	**3,169,252.38**	**35,458.41**	**1,286,068.23**	**1,883,184.15**	**59.42 %**
	Fund: DA100 - HIGHWAY Surplus (Deficit):	**0.00**	**-258,682.38**	**-21,388.41**	**805,711.22**	**1,064,393.60**	**411.47 %**
Fund: DA230 - HWY EQUIPMENT RESERVE							
Revenue							
DA230.2401.00000	INTEREST & EARNING.EQUIPMENT	0.00	0.00	0.00	813.20	813.20	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**813.20**	**813.20**	**0.00 %**
	Fund: DA230 - HWY EQUIPMENT RESERVE Total:	**0.00**	**0.00**	**0.00**	**813.20**	**813.20**	**0.00 %**
Fund: DA232 - HWY IMPROVEMENT RESERVE							
Revenue							
DA232.2401.00000	INTEREST & EARNING.HWY IMPRO	0.00	0.00	0.00	778.15	778.15	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**778.15**	**778.15**	**0.00 %**
	Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	**0.00**	**0.00**	**0.00**	**778.15**	**778.15**	**0.00 %**
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE							
Revenue							
DA235.2401.00000	INTEREST & EARNING.SNOW&ICE R	0.00	0.00	0.00	893.69	893.69	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**893.69**	**893.69**	**0.00 %**
	Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	**0.00**	**0.00**	**0.00**	**893.69**	**893.69**	**0.00 %**
Fund: HH100 - CAPITAL PROJECTS							
Revenue							
HH100.2401.00018	INTEREST & EARNINGS.SUCKERBRO	0.00	0.00	0.00	81.61	81.61	0.00 %
HH100.2401.00027	INTEREST & EARNINGS.PENDLETON	0.00	0.00	0.00	1.26	1.26	0.00 %
HH100.2401.00029	INTEREST & EARNINGS.MWRR	0.00	0.00	0.00	5.83	5.83	0.00 %
HH100.2401.249BB	INTEREST & EARNINGS.CO RD 32 E	0.00	0.00	0.00	40.92	40.92	0.00 %
HH100.2401.249CC	INTEREST & EARNINGS.WD EXT 42	0.00	0.00	0.00	38.72	38.72	0.00 %
HH100.5031.00028	INTERFUND TRANSFER.HWA ERADI	0.00	0.00	0.00	1,124.23	1,124.23	0.00 %
HH100.5031.00029	INTERFUND TRANSFER.MWRR	0.00	0.00	0.00	27,463.65	27,463.65	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**28,756.22**	**28,756.22**	**0.00 %**
Expense							
HH100.1380.400.0026W	FISCAL AGENT FEES.CONTRACTUAL.	0.00	0.00	0.00	1,830.83	-1,830.83	0.00 %
HH100.1420.400.00027	LEGAL.CONTRACTUAL.PENDLETON	0.00	0.00	0.00	1,125.00	-1,125.00	0.00 %
HH100.1420.400.0026W	ATTORNEY.CONTRACTUAL.WATER D	0.00	0.00	0.00	1,020.00	-1,020.00	0.00 %
HH100.1440.200.00018	ENGINEERING.CAPITAL.EQUIPMENT	0.00	0.00	0.00	2,000.00	-2,000.00	0.00 %
HH100.1440.200.0026W	ENGINEERING.CAPITAL.EQUIPMENT	0.00	0.00	0.00	128,279.50	-128,279.50	0.00 %
HH100.1989.200.0026W	ADMIN.CAPITAL.EQUIPMENT.WDT	0.00	0.00	0.00	253.74	-253.74	0.00 %
HH100.8160.100.00029	REFUSE & GARBAGE.PERSONAL SE	0.00	0.00	5,053.50	5,053.50	-5,053.50	0.00 %
HH100.8160.400.00029	REFUSE & GARBAGE.CONT.MWRR	0.00	0.00	0.00	440.00	-440.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
HH100.8310.200.0026W	WATER ADMIN.WATER TANKS & SU	0.00	0.00	0.00	53,316.61	-53,316.61	0.00 %
HH100.8310.201.0026W	WATER ADMIN.ELECTRIC SERVICE F	0.00	0.00	0.00	748.81	-748.81	0.00 %
HH100.8310.203.0026W	WATER ADMIN.ELECTRIC SERVICE F	0.00	0.00	17,549.43	17,549.43	-17,549.43	0.00 %
HH100.8310.204.0026W	WATER ADMIN.TRANSMISSION MAI	0.00	0.00	0.00	6,705.69	-6,705.69	0.00 %
	Expense Total:	**0.00**	**0.00**	**22,602.93**	**218,323.11**	**-218,323.11**	**0.00 %**
	Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**-22,602.93**	**-189,566.89**	**-189,566.89**	**0.00 %**
Fund: SD600 - RT 332 DRAINAGE DISTRICT							
Revenue							
SD600.2401.00000	INTEREST & EARNINGS.RT 332 DRAI	0.00	0.00	0.00	44.27	44.27	0.00 %
SD600.9000.00000	APPROPRIATED FUND BALANCE FO	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
	Revenue Total:	**75,000.00**	**75,000.00**	**0.00**	**44.27**	**-74,955.73**	**99.94 %**
Expense							
SD600.8520.400.00000	MAINTENANCE..RT 332 DRAINAGE	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
	Expense Total:	**75,000.00**	**75,000.00**	**0.00**	**0.00**	**75,000.00**	**100.00 %**
	Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**44.27**	**44.27**	**0.00 %**
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT							
Revenue							
SD605.2401.00000	INTEREST & EARNINGS.LAKEWOOD	0.00	0.00	0.00	7.49	7.49	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**7.49**	**7.49**	**0.00 %**
	Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**7.49**	**7.49**	**0.00 %**
Fund: SD610 - ASHTON DRAINAGE DISTRICT							
Revenue							
SD610.2401.00000	INTEREST & EARNINGS.ASHTON DR	0.00	0.00	0.00	3.78	3.78	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**3.78**	**3.78**	**0.00 %**
	Fund: SD610 - ASHTON DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**3.78**	**3.78**	**0.00 %**
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT							
Revenue							
SD615.2401.00000	INTEREST & EARNINGS.FOX RIDGE	0.00	0.00	0.00	9.11	9.11	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**9.11**	**9.11**	**0.00 %**
	Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**9.11**	**9.11**	**0.00 %**
Fund: SD620 - LANDINGS DRAINAGE DISTRICT							
Revenue							
SD620.2401.00000	INTEREST & EARNINGS.LANDINGS	0.00	0.00	0.00	1.97	1.97	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**1.97**	**1.97**	**0.00 %**
	Fund: SD620 - LANDINGS DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**1.97**	**1.97**	**0.00 %**
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT							
Revenue							
SD625.1030.00000	SPECIAL ASSESSMENT.OLD BROOKS	1,651.00	1,651.00	0.00	1,651.00	0.00	0.00 %
SD625.2401.00000	INTEREST & EARNINGS.OLD BROOK	0.00	0.00	0.00	3.56	3.56	0.00 %
SD625.9000.00000	APPROPRIATED FUND BALANCE FO	3,349.00	3,349.00	0.00	0.00	-3,349.00	100.00 %
	Revenue Total:	**5,000.00**	**5,000.00**	**0.00**	**1,654.56**	**-3,345.44**	**66.91 %**
Expense							
SD625.8520.400.00000	MAINTENANCE..OLD BROOKSIDE D	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
	Expense Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**100.00 %**
	Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Defic	**0.00**	**0.00**	**0.00**	**1,654.56**	**1,654.56**	**0.00 %**
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT							
Revenue							
SD630.2401.00000	INTEREST & EARNINGS.LAKESIDE ES	0.00	0.00	0.00	2.46	2.46	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**2.46**	**2.46**	**0.00 %**
	Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**2.46**	**2.46**	**0.00 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT							
Revenue							
SD635.2401.00000	INTEREST & EARNINGS.WATERFOR	0.00	0.00	0.00	2.29	2.29	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**2.29**	**2.29**	**0.00 %**
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Total:		**0.00**	**0.00**	**0.00**	**2.29**	**2.29**	**0.00 %**
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT							
Revenue							
SD640.2401.00000	INTEREST & EARNINGS.STABLEGATE	0.00	0.00	0.00	4.68	4.68	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**4.68**	**4.68**	**0.00 %**
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Total:		**0.00**	**0.00**	**0.00**	**4.68**	**4.68**	**0.00 %**
Fund: SF450 - FIRE PROTECTION							
Revenue							
SF450.1001.00000	REAL PROPERTY TAXES.FIRE PROTE	1,143,820.00	1,143,820.00	0.00	1,143,820.00	0.00	0.00 %
SF450.2401.00000	INTEREST & EARNINGS.FIRE PROTE	0.00	0.00	0.00	229.28	229.28	0.00 %
	Revenue Total:	**1,143,820.00**	**1,143,820.00**	**0.00**	**1,144,049.28**	**229.28**	**0.02 %**
Expense							
SF450.3410.400.00000	FIRE PROTECTION DISTRICT AGREE	1,143,820.00	1,143,820.00	0.00	543,820.00	600,000.00	52.46 %
	Expense Total:	**1,143,820.00**	**1,143,820.00**	**0.00**	**543,820.00**	**600,000.00**	**52.46 %**
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**600,229.28**	**600,229.28**	**0.00 %**
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT							
Revenue							
SL700.1001.00000	REAL PROPERTY TAXES.CENTERPOI	1,800.00	1,800.00	0.00	1,800.00	0.00	0.00 %
SL700.2401.00000	INTEREST & EARNINGS.CENTERPOI	0.00	0.00	0.00	2.46	2.46	0.00 %
	Revenue Total:	**1,800.00**	**1,800.00**	**0.00**	**1,802.46**	**2.46**	**0.14 %**
Expense							
SL700.5182.400.00000	UTILITIES ELECTRIC..CENTERPOINT	1,800.00	1,800.00	0.00	571.22	1,228.78	68.27 %
	Expense Total:	**1,800.00**	**1,800.00**	**0.00**	**571.22**	**1,228.78**	**68.27 %**
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**1,231.24**	**1,231.24**	**0.00 %**
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT							
Revenue							
SL705.1001.00000	REAL PROPERTY TAXES.FOX RIDGE L	8,600.00	8,600.00	0.00	8,600.00	0.00	0.00 %
SL705.2401.00000	INTEREST & EARNINGS.FOX RIDGE	0.00	0.00	0.00	2.22	2.22	0.00 %
SL705.9000.00000	APPROPRIATED FUND BALANCE FO	2,200.00	2,200.00	0.00	0.00	-2,200.00	100.00 %
	Revenue Total:	**10,800.00**	**10,800.00**	**0.00**	**8,602.22**	**-2,197.78**	**20.35 %**
Expense							
SL705.5182.400.00000	UTILITIES ELECTRIC..FOX RIDGE LIG	10,800.00	10,800.00	0.00	3,343.13	7,456.87	69.05 %
	Expense Total:	**10,800.00**	**10,800.00**	**0.00**	**3,343.13**	**7,456.87**	**69.05 %**
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**5,259.09**	**5,259.09**	**0.00 %**
Fund: SL710 - LANDINGS LIGHTING DISTRICT							
Revenue							
SL710.2401.00000	INTEREST & EARNINGS.LANDINGS L	0.00	0.00	0.00	0.36	0.36	0.00 %
	Revenue Total:	**0.00**	**0.00**	**0.00**	**0.36**	**0.36**	**0.00 %**
Fund: SL710 - LANDINGS LIGHTING DISTRICT Total:		**0.00**	**0.00**	**0.00**	**0.36**	**0.36**	**0.00 %**
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT							
Revenue							
SL715.2401.00000	INTEREST & EARNINGS.LAKEWOOD	0.00	0.00	0.00	0.90	0.90	0.00 %
SL715.9000.00000	APPROPRIATED FUND BALANCE FO	250.00	250.00	0.00	0.00	-250.00	100.00 %
	Revenue Total:	**250.00**	**250.00**	**0.00**	**0.90**	**-249.10**	**99.64 %**
Expense							
SL715.5182.400.00000	UTILITIES-ELECTRIC.LAKEWOOD ME	250.00	250.00	0.00	67.89	182.11	72.84 %
	Expense Total:	**250.00**	**250.00**	**0.00**	**67.89**	**182.11**	**72.84 %**
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus		**0.00**	**0.00**	**0.00**	**-66.99**	**-66.99**	**0.00 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT							
Revenue							
SL720.1001.00000	REAL PROPERTY TAXES.FALLBROOK	500.00	500.00	0.00	500.00	0.00	0.00 %
SL720.2401.00000	INTEREST & EARNINGS.FALLBROOK	0.00	0.00	0.00	0.99	0.99	0.00 %
SL720.9000.00000	APPROPRIATED FUND BALANCE FO	700.00	700.00	0.00	0.00	-700.00	100.00 %
	Revenue Total:	**1,200.00**	**1,200.00**	**0.00**	**500.99**	**-699.01**	**58.25 %**
Expense							
SL720.5182.400.00000	UTILITIES ELECTRIC.FALLBROOK PA	1,200.00	1,200.00	0.00	464.22	735.78	61.32 %
	Expense Total:	**1,200.00**	**1,200.00**	**0.00**	**464.22**	**735.78**	**61.32 %**
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici		**0.00**	**0.00**	**0.00**	**36.77**	**36.77**	**0.00 %**
Fund: SS800 - SANITARY SEWER							
Revenue							
SS800.1030.00000	SPECIAL ASSESSMENTS..PURDY/MO	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
SS800.2401.00000	INTEREST & EARNINGS.SEWER	0.00	0.00	0.00	5.21	5.21	0.00 %
	Revenue Total:	**18,210.00**	**18,210.00**	**0.00**	**18,215.21**	**5.21**	**0.03 %**
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: SS800 - SANITARY SEWER Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**18,215.21**	**18,215.21**	**0.00 %**
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT							
Revenue							
SW500.1001.00000	REAL PROPERTY TAXES.CANDGA CO	525,000.00	525,000.00	0.00	525,000.00	0.00	0.00 %
SW500.2140.00000	WATER RENTS.CANDGA CONS WD	700,000.00	700,000.00	0.00	110,952.68	-589,047.32	84.15 %
SW500.2142.00000	WATER METER SALES.CANDGA CON	10,000.00	10,000.00	0.00	297.76	-9,702.24	97.02 %
SW500.2144.00000	WATER SERVICES.CANDGA CONS W	15,000.00	15,000.00	0.00	4,700.00	-10,300.00	68.67 %
SW500.2148.00000	PENALTY ON WATER.CANDGA CON	5,000.00	5,000.00	0.00	501.83	-4,498.17	89.96 %
SW500.2401.00000	INTEREST & EARNINGS.CANANDAI	0.00	0.00	0.00	464.61	464.61	0.00 %
SW500.5031.00000	INTERFUND TRANSFERS.CANDGA C	24,652.00	24,652.00	0.00	0.00	-24,652.00	100.00 %
SW500.9000.00000	APPROPRIATED FUND BALANCE FO	107,822.00	107,822.00	0.00	0.00	-107,822.00	100.00 %
	Revenue Total:	**1,387,474.00**	**1,387,474.00**	**0.00**	**641,916.88**	**-745,557.12**	**53.73 %**
Expense							
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.	7,200.00	7,200.00	0.00	7,200.00	0.00	0.00 %
SW500.1990.400.00000	CONTINGENCY.CONTRACTUAL.CAN	41,352.00	41,352.00	0.00	0.00	41,352.00	100.00 %
SW500.8310.120.00000	WATER ADMIN.SUPER.SALARY.CAN	28,000.00	28,000.00	1,037.04	12,444.48	15,555.52	55.56 %
SW500.8310.121.00000	OFFICE SPECIALIST I.CDGA CONS W	18,720.00	18,720.00	720.00	7,639.50	11,080.50	59.19 %
SW500.8310.131.00000	WATER ADMIN.MAINASST.CANDGA	161,217.00	161,217.00	5,282.67	61,198.11	100,018.89	62.04 %
SW500.8310.200.00000	WATER ADMIN.CAP EQUIP.CANDGA	45,000.00	88,553.59	0.00	45,883.12	42,670.47	48.19 %
SW500.8310.400.00000	WATER ADMIN.CONTRACTUAL.CAN	2,000.00	2,000.00	57.47	1,256.68	743.32	37.17 %
SW500.8310.410.00000	WATER ADMIN.LEGAL SERVICES.CA	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
SW500.8310.420.00000	WATER ADMIN.METER READING.C	25,000.00	25,000.00	0.00	8,742.11	16,257.89	65.03 %
SW500.8310.423.00000	WATER ADMIN.VEHICLE GPS.CAND	1,500.00	1,500.00	16.45	1,483.69	16.31	1.09 %
SW500.8310.424.00000	WATER ADMIN.TRAINING & DUES.C	3,000.00	3,000.00	-100.00	810.00	2,190.00	73.00 %
SW500.8310.450.00000	WATER ADMIN.ENGINEERING.CAN	67,500.00	67,500.00	0.00	4,750.00	62,750.00	92.96 %
SW500.8320.400.00000	WATER PURCHASES.CONT.CANDGA	520,000.00	520,000.00	0.00	80,066.19	439,933.81	84.60 %
SW500.8320.420.00000	WATER PURCHASES.UTILITIES.CAN	51,000.00	51,000.00	3,346.78	16,556.92	34,443.08	67.54 %
SW500.8340.440.00000	SERVICES & MAINT.SERVICES & MA	147,000.00	148,707.39	0.00	18,294.52	130,412.87	87.70 %
SW500.8397.200.00000	WATER CAP PROJECTS.CAP EQUIP.C	100,000.00	100,000.00	0.00	2,499.13	97,500.87	97.50 %
SW500.8397.400.00000	WATER CAPITAL PROJECTS.CONT.CA	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
SW500.9010.800.00000	NYS RETIREMENT..CANDGA CONS	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
SW500.9030.800.00000	SOCIAL SECURITY...CANDGA CONS	16,000.00	16,000.00	466.54	5,719.86	10,280.14	64.25 %
SW500.9040.800.00000	WORKERS COMPENSATION...CAND	8,185.00	8,185.00	0.00	8,185.00	0.00	0.00 %
SW500.9050.800.00000	UNEMPLOYMENT INSURANCE.CAN	500.00	500.00	0.00	0.00	500.00	100.00 %
SW500.9055.800.00000	DISABILITY INSURANCE...CANDGA C	100.00	100.00	0.00	21.96	78.04	78.04 %
SW500.9060.810.00000	HOSPITAL/MEDICAL INSURANCE.CA	18,000.00	18,000.00	0.00	9,173.41	8,826.59	49.04 %
SW500.9060.811.00000	DENTAL INSURANCE.CANDGA CON	2,000.00	2,000.00	0.00	952.96	1,047.04	52.35 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
SW500.9060.820.00000	HOSPITAL/MEDICAL INSURANCE.B	2,000.00	2,000.00	74.07	888.84	1,111.16	55.56 %
SW500.9060.830.00000	HOSPITAL/MEDICAL INS.HSA ACCO	9,700.00	9,700.00	0.00	4,504.17	5,195.83	53.57 %
SW500.9730.600.00000	BAN.PAYWATERPROJ.DEBT.CDGACO	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
	Expense Total:	**1,387,474.00**	**1,432,734.98**	**10,901.02**	**298,270.65**	**1,134,464.33**	**79.18 %**
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S		**0.00**	**-45,260.98**	**-10,901.02**	**343,646.23**	**388,907.21**	**859.25 %**
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT							
Revenue							
SW505.1001.00000	REAL PROPERTY TAXES.CANDGA BR	9,918.00	9,918.00	0.00	3,576.00	-6,342.00	63.94 %
SW505.1030.00000	SPECIAL ASSESSMENT.CANDGA BRI	17,761.00	17,761.00	0.00	17,761.00	0.00	0.00 %
SW505.2401.00000	INTEREST & EARNINGS.CANANDAI	0.00	0.00	0.00	24.60	24.60	0.00 %
SW505.2770.00000	MISCELLANEOUS INCOME	42,814.00	42,814.00	0.00	49,155.92	6,341.92	114.81 %
	Revenue Total:	**70,493.00**	**70,493.00**	**0.00**	**70,517.52**	**24.52**	**0.03 %**
Expense							
SW505.8340.400.00000	SERVICES & MAINTENANCE.CONT.C	0.00	0.00	0.00	250.00	-250.00	0.00 %
SW505.8350.400.00000	COMMON WATER.CONTRACTUAL.C	5,000.00	5,000.00	0.00	897.00	4,103.00	82.06 %
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	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00 %
SW505.9903.900.00000	TRANSFER/WATER-MAINT.CANDGA	4,918.00	4,918.00	0.00	0.00	4,918.00	100.00 %
	Expense Total:	**70,493.00**	**70,493.00**	**0.00**	**1,147.00**	**69,346.00**	**98.37 %**
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su		**0.00**	**0.00**	**0.00**	**69,370.52**	**69,370.52**	**0.00 %**
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT							
Revenue							
SW515.1001.00000	REAL PROPERTY TAXES.CANDGA-FA	183,500.00	183,500.00	0.00	183,500.00	0.00	0.00 %
SW515.2401.00000	INTEREST & EARNINGS.CANANDAI	0.00	0.00	0.00	40.71	40.71	0.00 %
	Revenue Total:	**183,500.00**	**183,500.00**	**0.00**	**183,540.71**	**40.71**	**0.02 %**
Expense							
SW515.8350.400.00000	FARM.COMMON WATER.CONTRAC	182,760.00	182,760.00	0.00	179,786.00	2,974.00	1.63 %
SW515.8389.400.00000	CDGA.COMMON WATER.CONTRAC	740.00	740.00	0.00	0.00	740.00	100.00 %
	Expense Total:	**183,500.00**	**183,500.00**	**0.00**	**179,786.00**	**3,714.00**	**2.02 %**
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur		**0.00**	**0.00**	**0.00**	**3,754.71**	**3,754.71**	**0.00 %**
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT							
Revenue							
SW520.1001.00000	REAL PROPERTY TAXES.ANDREWS -	18,500.00	18,500.00	0.00	18,500.00	0.00	0.00 %
SW520.2401.00000	INTEREST & EARNINGS.ANDREWS -	0.00	0.00	0.00	4.14	4.14	0.00 %
	Revenue Total:	**18,500.00**	**18,500.00**	**0.00**	**18,504.14**	**4.14**	**0.02 %**
Expense							
SW520.8350.400.00000	FARM.COMMON WATER.CONT.AN	6,304.00	6,304.00	0.00	6,202.00	102.00	1.62 %
SW520.8389.400.00000	CDGA.COMMON WATER.CONTRAC	1,994.00	1,994.00	0.00	0.00	1,994.00	100.00 %
SW520.9710.600.00000	SERIAL BONDS.PRINCIPAL.ANDREW	9,800.00	9,800.00	0.00	9,745.00	55.00	0.56 %
SW520.9710.700.00000	SERIAL BONDS.INTEREST.ANDREWS	402.00	402.00	0.00	0.00	402.00	100.00 %
	Expense Total:	**18,500.00**	**18,500.00**	**0.00**	**15,947.00**	**2,553.00**	**13.80 %**
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus		**0.00**	**0.00**	**0.00**	**2,557.14**	**2,557.14**	**0.00 %**
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT							
Revenue							
SW525.1001.00000	REAL PROPERTY TAXES.MCINTYRE	7,200.00	7,200.00	0.00	7,200.00	0.00	0.00 %
SW525.2401.00000	INTEREST & EARNINGS.MCINTYRE	0.00	0.00	0.00	3.25	3.25	0.00 %
SW525.9000.00000	APPROPRIATED FUND BALANCE FO	552.00	552.00	0.00	0.00	-552.00	100.00 %
	Revenue Total:	**7,752.00**	**7,752.00**	**0.00**	**7,203.25**	**-548.75**	**7.08 %**
Expense							
SW525.8340.400.00000	SERVICES & MAINTENANCE.CONT.	777.00	777.00	0.00	0.00	777.00	100.00 %
SW525.9710.600.00000	SERIAL BONDS.PRINCIPAL.MCINTYR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
SW525.9710.700.00000	SERIAL BONDS.INTEREST.MCINTYRE	3,808.00	3,808.00	0.00	0.00	3,808.00	100.00 %
SW525.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,167.00	1,167.00	0.00	0.00	1,167.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
	Expense Total:	**7,752.00**	**7,752.00**	**0.00**	**0.00**	**7,752.00**	**100.00 %**
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**7,203.25**	**7,203.25**	**0.00 %**
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT							
Revenue							
SW530.1001.00000	REAL PROPERTY TAXES.EMERSON A	19,200.00	19,200.00	0.00	19,200.00	0.00	0.00 %
SW530.2401.00000	INTEREST & EARNINGS.EMERSON A	0.00	0.00	0.00	3.96	3.96	0.00 %
	Revenue Total:	**19,200.00**	**19,200.00**	**0.00**	**19,203.96**	**3.96**	**0.02 %**
Expense							
SW530.8389.400.00000	COMMON WATER.CONTRACTUAL.E	6,418.00	6,418.00	0.00	4,756.00	1,662.00	25.90 %
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	6,782.00	6,782.00	0.00	6,782.00	0.00	0.00 %
	Expense Total:	**19,200.00**	**19,200.00**	**0.00**	**17,538.00**	**1,662.00**	**8.66 %**
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S		**0.00**	**0.00**	**0.00**	**1,665.96**	**1,665.96**	**0.00 %**
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT							
Revenue							
SW535.1001.00000	REAL PROPERTY TAXES.COUNTY RO	16,257.00	16,257.00	0.00	16,257.00	0.00	0.00 %
SW535.2401.00000	INTEREST & EARNINGS.EX 36 - COU	0.00	0.00	0.00	5.29	5.29	0.00 %
	Revenue Total:	**16,257.00**	**16,257.00**	**0.00**	**16,262.29**	**5.29**	**0.03 %**
Expense							
SW535.8340.400.00000	SERVICES & MAIN.CONT.CO RD #30	793.00	793.00	0.00	0.00	793.00	100.00 %
SW535.9710.600.00000	SERIAL BONDS.PRINCIPAL.EX 36 - C	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW535.9710.700.00000	SERIAL BONDS.INTEREST.CO RD #30	9,275.00	9,275.00	0.00	0.00	9,275.00	100.00 %
SW535.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	1,189.00	1,189.00	0.00	0.00	1,189.00	100.00 %
	Expense Total:	**16,257.00**	**16,257.00**	**0.00**	**0.00**	**16,257.00**	**100.00 %**
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu		**0.00**	**0.00**	**0.00**	**16,262.29**	**16,262.29**	**0.00 %**
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT							
Revenue							
SW540.1001.00000	REAL PROPERTY TAXES.HOPKINS G	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00 %
SW540.2401.00000	INTEREST & EARNINGS.HOPKINS G	0.00	0.00	0.00	4.65	4.65	0.00 %
SW540.9000.00000	APPROPRIATED FUND BALANCE FO	1,038.00	1,038.00	0.00	0.00	-1,038.00	100.00 %
	Revenue Total:	**13,038.00**	**13,038.00**	**0.00**	**12,004.65**	**-1,033.35**	**7.93 %**
Expense							
SW540.8340.400.00000	SERVICES & MAIN.CONT.HOPKINS	200.00	200.00	0.00	0.00	200.00	100.00 %
SW540.9710.600.00000	SERIAL BONDS.PRINCIPAL.HOPKINS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
SW540.9710.700.00000	SERIAL BONDS.INTEREST.HOPKINS	5,438.00	5,438.00	0.00	0.00	5,438.00	100.00 %
SW540.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
	Expense Total:	**13,038.00**	**13,038.00**	**0.00**	**0.00**	**13,038.00**	**100.00 %**
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici		**0.00**	**0.00**	**0.00**	**12,004.65**	**12,004.65**	**0.00 %**
Fund: SW545 - HICKOX ROAD WATER DISTRICT							
Revenue							
SW545.1001.00000	REAL PROPERTY TAXES.HICKOX ROA	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00 %
SW545.2401.00000	INTEREST & EARNINGS.HICKOX RO	0.00	0.00	0.00	1.45	1.45	0.00 %
	Revenue Total:	**3,500.00**	**3,500.00**	**0.00**	**3,501.45**	**1.45**	**0.04 %**
Expense							
SW545.8350.400.00000	COMMON WATER.CONTRACTUAL.	478.00	478.00	0.00	0.00	478.00	100.00 %
SW545.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	3,022.00	3,022.00	0.00	0.00	3,022.00	100.00 %
	Expense Total:	**3,500.00**	**3,500.00**	**0.00**	**0.00**	**3,500.00**	**100.00 %**
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**3,501.45**	**3,501.45**	**0.00 %**
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT							
Revenue							
SW550.1001.00000	REAL PROPERTY TAXES.NOTT RD EX	6,089.00	6,089.00	0.00	6,089.00	0.00	0.00 %
SW550.2401.00000	INTEREST & EARNINGS.NOTT RD EX	0.00	0.00	0.00	4.08	4.08	0.00 %
	Revenue Total:	**6,089.00**	**6,089.00**	**0.00**	**6,093.08**	**4.08**	**0.07 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
SW550.8340.400.00000	SERVICES & MAINTENANCE.CONTR	467.00	467.00	0.00	0.00	467.00	100.00 %
SW550.9710.600.00000	SERIAL BONDS.PRINCIPAL.NOTT RD	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
SW550.9710.700.00000	SERIAL BONDS.INTEREST.NOTT RD	1,922.00	1,922.00	0.00	0.00	1,922.00	100.00 %
SW550.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	700.00	700.00	0.00	0.00	700.00	100.00 %
	Expense Total:	**6,089.00**	**6,089.00**	**0.00**	**0.00**	**6,089.00**	**100.00 %**
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**6,093.08**	**6,093.08**	**0.00 %**
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT							
Revenue							
SW555.1001.00000	REAL PROPERTY TAXES.CO RD 32 EX	12,070.00	12,070.00	0.00	12,070.00	0.00	0.00 %
SW555.2401.00000	INTEREST & EARNINGS.CO RD 32 E	0.00	0.00	0.00	4.19	4.19	0.00 %
	Revenue Total:	**12,070.00**	**12,070.00**	**0.00**	**12,074.19**	**4.19**	**0.03 %**
Expense							
SW555.8340.400.00000	SERVICES & MAIN.CONT.CO RD 32	814.00	814.00	0.00	0.00	814.00	100.00 %
SW555.9795.900.00000	INTERFUND LOAN...CO RD 32 WATE	10,536.00	10,536.00	0.00	0.00	10,536.00	100.00 %
SW555.9903.900.00000	TRANSFER/WATER-MAINTENANCE.	720.00	720.00	0.00	0.00	720.00	100.00 %
	Expense Total:	**12,070.00**	**12,070.00**	**0.00**	**0.00**	**12,070.00**	**100.00 %**
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)		**0.00**	**0.00**	**0.00**	**12,074.19**	**12,074.19**	**0.00 %**
	Report Surplus (Deficit):	**0.00**	**-445,250.90**	**164,438.12**	**1,635,564.99**	**2,080,815.89**	**467.34 %**

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: AA100 - GENERAL FUND						
Revenue	4,042,370.00	3,294,220.00	260,069.55	1,009,856.60	-2,284,363.40	69.34 %
Expense	4,042,370.00	3,467,118.23	40,739.07	1,092,198.37	2,374,919.86	68.50 %
Fund: AA100 - GENERAL FUND Surplus (Deficit):	**0.00**	**-172,898.23**	**219,330.48**	**-82,341.77**	**90,556.46**	**52.38 %**
Fund: AA231 - CONTINGENT/TAX RESERVE						
Revenue	0.00	0.00	0.00	2,390.64	2,390.64	0.00 %
Fund: AA231 - CONTINGENT/TAX RESERVE Total:	**0.00**	**0.00**	**0.00**	**2,390.64**	**2,390.64**	**0.00 %**
Fund: AA232 - REPAIR RESERVE						
Revenue	0.00	0.00	0.00	581.57	581.57	0.00 %
Fund: AA232 - REPAIR RESERVE Total:	**0.00**	**0.00**	**0.00**	**581.57**	**581.57**	**0.00 %**
Fund: AA233 - TECHNOLOGY RESERVE						
Revenue	0.00	0.00	0.00	46.51	46.51	0.00 %
Fund: AA233 - TECHNOLOGY RESERVE Total:	**0.00**	**0.00**	**0.00**	**46.51**	**46.51**	**0.00 %**
Fund: AA234 - OPEN SPACE RESERVE						
Revenue	0.00	0.00	0.00	3,108.14	3,108.14	0.00 %
Fund: AA234 - OPEN SPACE RESERVE Total:	**0.00**	**0.00**	**0.00**	**3,108.14**	**3,108.14**	**0.00 %**
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE						
Revenue	0.00	0.00	0.00	844.20	844.20	0.00 %
Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:	**0.00**	**0.00**	**0.00**	**844.20**	**844.20**	**0.00 %**
Fund: AA237 - BONDED INDEBTEDNESS RESERVE						
Revenue	0.00	0.00	0.00	374.92	374.92	0.00 %
Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:	**0.00**	**0.00**	**0.00**	**374.92**	**374.92**	**0.00 %**
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE						
Revenue	0.00	0.00	0.00	873.61	873.61	0.00 %
Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:	**0.00**	**0.00**	**0.00**	**873.61**	**873.61**	**0.00 %**
Fund: CL100 - LOCAL SOLID WASTE						
Revenue	61,912.71	61,912.71	0.00	4.39	-61,908.32	99.99 %
Expense	61,912.71	30,322.02	0.00	21,124.27	9,197.75	30.33 %
Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):	**0.00**	**31,590.69**	**0.00**	**-21,119.88**	**-52,710.57**	**166.85 %**
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS						
Revenue	160,000.00	160,000.00	0.00	7,408.64	-152,591.36	95.37 %
Expense	160,000.00	160,000.00	0.00	0.00	160,000.00	100.00 %
Fund: CM100 - (CR) RECREATION.MISCELLANEOUS Surplus (Deficit	**0.00**	**0.00**	**0.00**	**7,408.64**	**7,408.64**	**0.00 %**
Fund: DA100 - HIGHWAY						
Revenue	3,999,070.00	2,910,570.00	14,070.00	2,091,779.45	-818,790.55	28.13 %
Expense	3,999,070.00	3,169,252.38	35,458.41	1,286,068.23	1,883,184.15	59.42 %
Fund: DA100 - HIGHWAY Surplus (Deficit):	**0.00**	**-258,682.38**	**-21,388.41**	**805,711.22**	**1,064,393.60**	**411.47 %**
Fund: DA230 - HWY EQUIPMENT RESERVE						
Revenue	0.00	0.00	0.00	813.20	813.20	0.00 %
Fund: DA230 - HWY EQUIPMENT RESERVE Total:	**0.00**	**0.00**	**0.00**	**813.20**	**813.20**	**0.00 %**
Fund: DA232 - HWY IMPROVEMENT RESERVE						
Revenue	0.00	0.00	0.00	778.15	778.15	0.00 %
Fund: DA232 - HWY IMPROVEMENT RESERVE Total:	**0.00**	**0.00**	**0.00**	**778.15**	**778.15**	**0.00 %**
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE						
Revenue	0.00	0.00	0.00	893.69	893.69	0.00 %
Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:	**0.00**	**0.00**	**0.00**	**893.69**	**893.69**	**0.00 %**
Fund: HH100 - CAPITAL PROJECTS						
Revenue	0.00	0.00	0.00	28,756.22	28,756.22	0.00 %
Expense	0.00	0.00	22,602.93	218,323.11	-218,323.11	0.00 %
Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**-22,602.93**	**-189,566.89**	**-189,566.89**	**0.00 %**

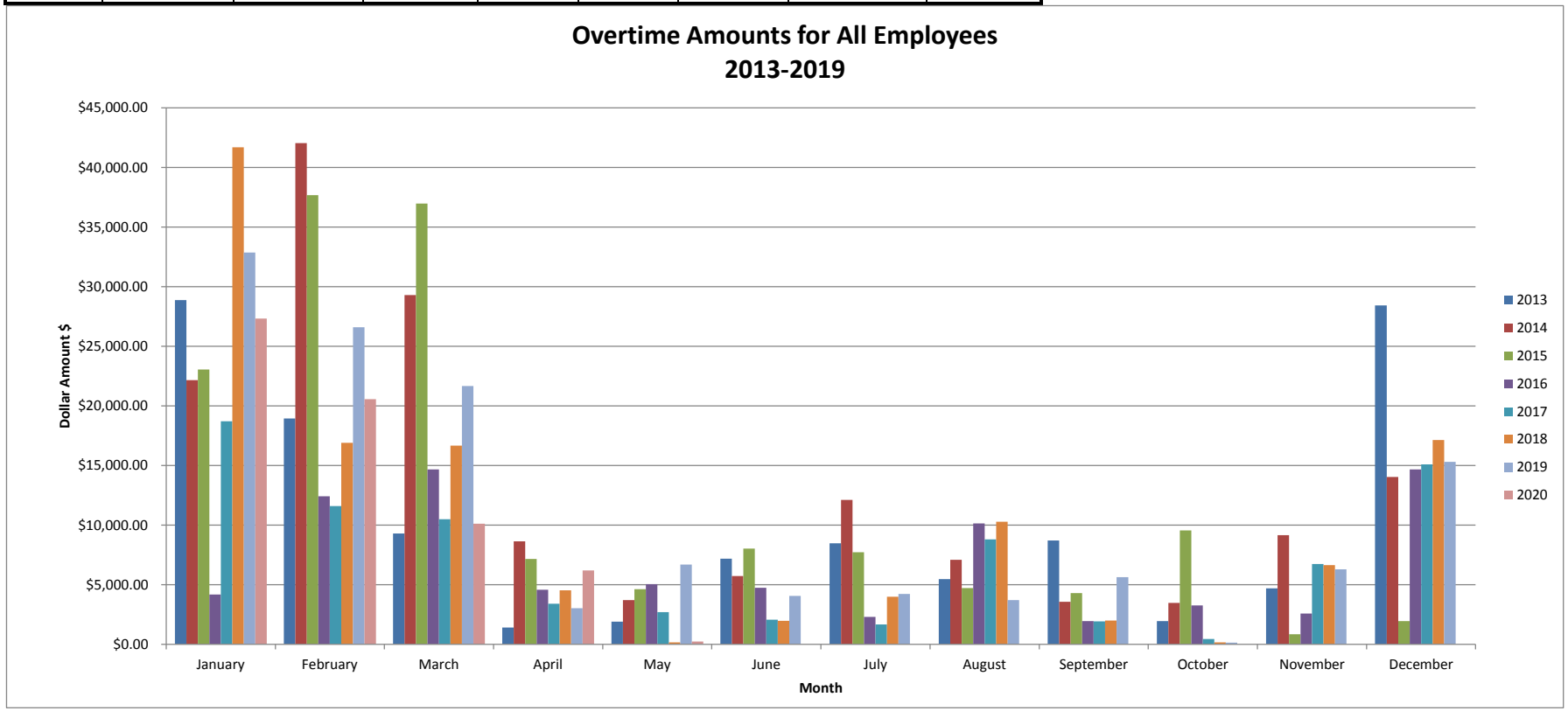
Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SD600 - RT 332 DRAINAGE DISTRICT						
Revenue	75,000.00	75,000.00	0.00	44.27	-74,955.73	99.94 %
Expense	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**44.27**	**44.27**	**0.00 %**
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	7.49	7.49	0.00 %
Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**7.49**	**7.49**	**0.00 %**
Fund: SD610 - ASHTON DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	3.78	3.78	0.00 %
Fund: SD610 - ASHTON DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**3.78**	**3.78**	**0.00 %**
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	9.11	9.11	0.00 %
Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**9.11**	**9.11**	**0.00 %**
Fund: SD620 - LANDINGS DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	1.97	1.97	0.00 %
Fund: SD620 - LANDINGS DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**1.97**	**1.97**	**0.00 %**
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT						
Revenue	5,000.00	5,000.00	0.00	1,654.56	-3,345.44	66.91 %
Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Defic	**0.00**	**0.00**	**0.00**	**1,654.56**	**1,654.56**	**0.00 %**
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	2.46	2.46	0.00 %
Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**2.46**	**2.46**	**0.00 %**
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	2.29	2.29	0.00 %
Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**2.29**	**2.29**	**0.00 %**
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT						
Revenue	0.00	0.00	0.00	4.68	4.68	0.00 %
Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Total:	**0.00**	**0.00**	**0.00**	**4.68**	**4.68**	**0.00 %**
Fund: SF450 - FIRE PROTECTION						
Revenue	1,143,820.00	1,143,820.00	0.00	1,144,049.28	229.28	0.02 %
Expense	1,143,820.00	1,143,820.00	0.00	543,820.00	600,000.00	52.46 %
Fund: SF450 - FIRE PROTECTION Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**600,229.28**	**600,229.28**	**0.00 %**
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT						
Revenue	1,800.00	1,800.00	0.00	1,802.46	2.46	0.14 %
Expense	1,800.00	1,800.00	0.00	571.22	1,228.78	68.27 %
Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,231.24**	**1,231.24**	**0.00 %**
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT						
Revenue	10,800.00	10,800.00	0.00	8,602.22	-2,197.78	20.35 %
Expense	10,800.00	10,800.00	0.00	3,343.13	7,456.87	69.05 %
Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**5,259.09**	**5,259.09**	**0.00 %**
Fund: SL710 - LANDINGS LIGHTING DISTRICT						
Revenue	0.00	0.00	0.00	0.36	0.36	0.00 %
Fund: SL710 - LANDINGS LIGHTING DISTRICT Total:	**0.00**	**0.00**	**0.00**	**0.36**	**0.36**	**0.00 %**
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT						
Revenue	250.00	250.00	0.00	0.90	-249.10	99.64 %
Expense	250.00	250.00	0.00	67.89	182.11	72.84 %
Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus	**0.00**	**0.00**	**0.00**	**-66.99**	**-66.99**	**0.00 %**
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT						
Revenue	1,200.00	1,200.00	0.00	500.99	-699.01	58.25 %
Expense	1,200.00	1,200.00	0.00	464.22	735.78	61.32 %
Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici	**0.00**	**0.00**	**0.00**	**36.77**	**36.77**	**0.00 %**

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: SS800 - SANITARY SEWER						
Revenue	18,210.00	18,210.00	0.00	18,215.21	5.21	0.03 %
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**	**18,215.21**	**18,215.21**	**0.00 %**
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT						
Revenue	1,387,474.00	1,387,474.00	0.00	641,916.88	-745,557.12	53.73 %
Expense	1,387,474.00	1,432,734.98	10,901.02	298,270.65	1,134,464.33	79.18 %
Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S	**0.00**	**-45,260.98**	**-10,901.02**	**343,646.23**	**388,907.21**	**859.25 %**
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT						
Revenue	70,493.00	70,493.00	0.00	70,517.52	24.52	0.03 %
Expense	70,493.00	70,493.00	0.00	1,147.00	69,346.00	98.37 %
Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su	**0.00**	**0.00**	**0.00**	**69,370.52**	**69,370.52**	**0.00 %**
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT						
Revenue	183,500.00	183,500.00	0.00	183,540.71	40.71	0.02 %
Expense	183,500.00	183,500.00	0.00	179,786.00	3,714.00	2.02 %
Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Sur	**0.00**	**0.00**	**0.00**	**3,754.71**	**3,754.71**	**0.00 %**
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT						
Revenue	18,500.00	18,500.00	0.00	18,504.14	4.14	0.02 %
Expense	18,500.00	18,500.00	0.00	15,947.00	2,553.00	13.80 %
Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplus	**0.00**	**0.00**	**0.00**	**2,557.14**	**2,557.14**	**0.00 %**
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT						
Revenue	7,752.00	7,752.00	0.00	7,203.25	-548.75	7.08 %
Expense	7,752.00	7,752.00	0.00	0.00	7,752.00	100.00 %
Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**7,203.25**	**7,203.25**	**0.00 %**
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT						
Revenue	19,200.00	19,200.00	0.00	19,203.96	3.96	0.02 %
Expense	19,200.00	19,200.00	0.00	17,538.00	1,662.00	8.66 %
Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S	**0.00**	**0.00**	**0.00**	**1,665.96**	**1,665.96**	**0.00 %**
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT						
Revenue	16,257.00	16,257.00	0.00	16,262.29	5.29	0.03 %
Expense	16,257.00	16,257.00	0.00	0.00	16,257.00	100.00 %
Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplu	**0.00**	**0.00**	**0.00**	**16,262.29**	**16,262.29**	**0.00 %**
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT						
Revenue	13,038.00	13,038.00	0.00	12,004.65	-1,033.35	7.93 %
Expense	13,038.00	13,038.00	0.00	0.00	13,038.00	100.00 %
Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici	**0.00**	**0.00**	**0.00**	**12,004.65**	**12,004.65**	**0.00 %**
Fund: SW545 - HICKOX ROAD WATER DISTRICT						
Revenue	3,500.00	3,500.00	0.00	3,501.45	1.45	0.04 %
Expense	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**3,501.45**	**3,501.45**	**0.00 %**
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT						
Revenue	6,089.00	6,089.00	0.00	6,093.08	4.08	0.07 %
Expense	6,089.00	6,089.00	0.00	0.00	6,089.00	100.00 %
Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**6,093.08**	**6,093.08**	**0.00 %**
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT						
Revenue	12,070.00	12,070.00	0.00	12,074.19	4.19	0.03 %
Expense	12,070.00	12,070.00	0.00	0.00	12,070.00	100.00 %
Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit)	**0.00**	**0.00**	**0.00**	**12,074.19**	**12,074.19**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**-445,250.90**	**164,438.12**	**1,635,564.99**	**2,080,815.89**	**467.34 %**

Fund Summary

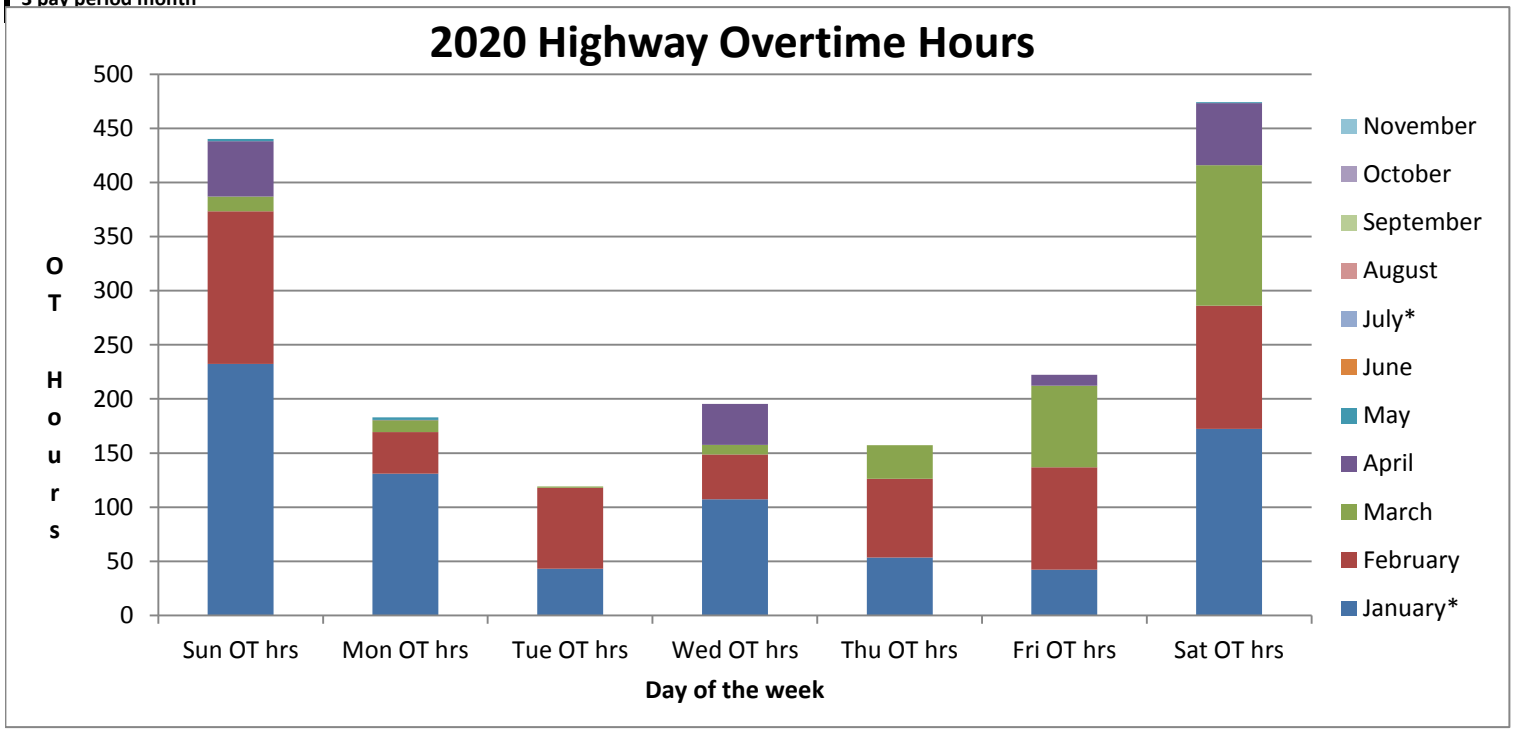
Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	-172,898.23	219,330.48	-82,341.77	90,556.46
AA231 - CONTINGENT/TAX RESER	0.00	0.00	0.00	2,390.64	2,390.64
AA232 - REPAIR RESERVE	0.00	0.00	0.00	581.57	581.57
AA233 - TECHNOLOGY RESERVE	0.00	0.00	0.00	46.51	46.51
AA234 - OPEN SPACE RESERVE	0.00	0.00	0.00	3,108.14	3,108.14
AA235 - NYS EMPLOYEE SYSTEM F	0.00	0.00	0.00	844.20	844.20
AA237 - BONDED INDEBTEDNESS	0.00	0.00	0.00	374.92	374.92
AA238 - SOLID WASTE MANAGEM	0.00	0.00	0.00	873.61	873.61
CL100 - LOCAL SOLID WASTE	0.00	31,590.69	0.00	-21,119.88	-52,710.57
CM100 - (CR) RECREATION.MISCE	0.00	0.00	0.00	7,408.64	7,408.64
DA100 - HIGHWAY	0.00	-258,682.38	-21,388.41	805,711.22	1,064,393.60
DA230 - HWY EQUIPMENT RESER	0.00	0.00	0.00	813.20	813.20
DA232 - HWY IMPROVEMENT RES	0.00	0.00	0.00	778.15	778.15
DA235 - SNOW/ICE REMOVAL RD	0.00	0.00	0.00	893.69	893.69
HH100 - CAPITAL PROJECTS	0.00	0.00	-22,602.93	-189,566.89	-189,566.89
SD600 - RT 332 DRAINAGE DISTRI	0.00	0.00	0.00	44.27	44.27
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	0.00	7.49	7.49
SD610 - ASHTON DRAINAGE DISTF	0.00	0.00	0.00	3.78	3.78
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	0.00	9.11	9.11
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	0.00	1.97	1.97
SD625 - OLD BROOKSIDE DRAINA	0.00	0.00	0.00	1,654.56	1,654.56
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	0.00	2.46	2.46
SD635 - WATERFORD POINT DRAI	0.00	0.00	0.00	2.29	2.29
SD640 - STABLEGATE DRAINAGE D	0.00	0.00	0.00	4.68	4.68
SF450 - FIRE PROTECTION	0.00	0.00	0.00	600,229.28	600,229.28
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	0.00	1,231.24	1,231.24
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	0.00	5,259.09	5,259.09
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.00	0.36	0.36
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	0.00	-66.99	-66.99
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	0.00	36.77	36.77
SS800 - SANITARY SEWER	0.00	0.00	0.00	18,215.21	18,215.21
SW500 - CANANDAIGUA CONSOLI	0.00	-45,260.98	-10,901.02	343,646.23	388,907.21
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	0.00	69,370.52	69,370.52
SW515 - CANANDAIGUA-FARMIN	0.00	0.00	0.00	3,754.71	3,754.71
SW520 - ANDREWS - NORTH ROA	0.00	0.00	0.00	2,557.14	2,557.14
SW525 - MCINTYRE ROAD WATER	0.00	0.00	0.00	7,203.25	7,203.25
SW530 - EMERSON ALLEN TOWNI	0.00	0.00	0.00	1,665.96	1,665.96
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	0.00	16,262.29	16,262.29
SW540 - HOPKINS GRIMBLE WATI	0.00	0.00	0.00	12,004.65	12,004.65
SW545 - HICKOX ROAD WATER DI	0.00	0.00	0.00	3,501.45	3,501.45
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	0.00	6,093.08	6,093.08
SW555 - CO RD 32 EXT. 41 WATE	0.00	0.00	0.00	12,074.19	12,074.19
Report Surplus (Deficit):	**0.00**	**-445,250.90**	**164,438.12**	**1,635,564.99**	**2,080,815.89**

	2013	2014	2015	2016	2017	2018	2019	2020
January	$28,862.28	$22,155.51	$23,046.67	$4,183.58	$18,707.18	$41,679.61	$32,857.11	$27,324.64
February	$18,935.61	$42,035.88	$37,674.78	$12,418.13	$11,601.64	$16,910.89	$26,602.24	$20,572.14
March	$9,287.84	$29,302.83	$36,977.77	$14,682.85	$10,491.75	$16,677.83	$21,675.11	$10,122.18
April	$1,401.60	$8,649.62	$7,173.22	$4,584.14	$3,402.95	$4,524.16	$3,033.55	$6,204.17
May	$1,914.73	$3,707.54	$4,618.01	$5,061.36	$2,715.51	$178.52	$6,696.39	$236.97
June	$7,188.71	$5,730.26	$8,040.67	$4,741.15	$2,060.55	$1,984.64	$4,053.52	
July	$8,475.63	$12,116.04	$7,718.19	$2,298.19	$1,664.52	$4,001.48	$4,222.09	
August	$5,479.85	$7,085.96	$4,720.03	$10,152.84	$8,794.31	$10,281.09	$3,710.81	
September	$8,704.27	$3,575.99	$4,299.72	$1,962.98	$1,940.93	$2,009.68	$5,625.97	
October	$1,948.35	$3,476.09	$9,558.24	$3,273.32	$459.55	$173.01	$145.03	
November	$4,708.75	$9,158.92	$844.76	$2,596.51	$6,743.01	$6,656.18	$6,289.66	
December	$28,423.96	$14,038.96	$1,957.16	$14,667.81	$15,086.85	$17,126.83	$15,295.31	
Totals	$125,331.58	$161,033.60	$146,629.22	$80,622.86	$83,668.75	$122,203.92	$130,206.79	$64,460.10



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January*	232.25	131	43.25	107.25	53.5	42.25	172.25
February	141.25	38.25	74.75	41.5	72.75	94.5	114
March	13.5	11	1	8.75	31	75.5	129.75
April	51	0.25	0	37.75	0	10	57.25
May	2.25	2.5	0	0	0	0	1
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
	440.25	183.00	119.00	195.25	157.25	222.25	474.25

***3 pay period month**



ATTACHMENT 3

Environmental Committee Report

June 4, 2020

By: Kaitlynn McCumiskey

The Compost Awareness Week campaign was a success. We had five Facebook posts over the course of the week and reached just over 4,500 people, with just over 200 engagements (likes, comments, shares). Our most successful post was the first post about why you should compost, which reached almost 2,000 people. Overall, I'm pleased to report another successful campaign. I received a thoughtful email from Rob Richardson regarding the campaign that I have attached to this report.

From: Rob Richardson
To: kmccumiskey@townofcanandaigua.org
Subject: Thank You
Date: Friday, May 8, 2020 4:19:08 PM
Attachments: image002.png

Kaitlynn-

I wanted to drop you a quick note regarding the composting series you did this week. I think you did an incredible job putting the compost awareness week program together, and I love how you structured and framed each installment. Thank you for letting me share on the Climate Smart Canandaigua page as well- your work had a tangible and measurable impact on the City's Composting Program.

Since Monday, I have processed nearly 3 dozen new requests for compost bins from City residents, and as you saw, many more from those outside the City. We have not had that kind of surge since last summer, and I have no doubt it was due to the awareness week series.

So, in conclusion, YOU ROCK! Thanks again.

Have a great weekend & Stay Safe

Rob Richardson
Assistant City Manager
2 North Main Street
Canandaigua, NY 14424
585-337-2175
Fax: 585-396-5016

City of Canandaigua
the Chosen Spot
NEW YORK STATE OF OPPORTUNITY.
Climate Smart Communities
Certified Bronze

ATTACHMENT 4

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424

ORDINANCE COMMITTEE

Monday June 1st, 2020, at 9:00 AM

Rev. 6/4/2020

MEETING REPORT

MEETING CALLED BY:	**GARY DAVIS**		
COMMITTEE MEMBERS:	**GARY DAVIS**	**ERIC COOPER**	**JOHN CASEY**
	CHUCK OYLER	**TOM SCHWARTZ**	**BOB HILLIARD**
SECRETARY:	**ERIC COOPER**		
GUESTS:	**TERRY FENNELLY**	**CATHY MENIKOTZ**	

This meeting was held via Zoom. A video recording of the meeting is available for review in the Development Office.

PRIVILEGE OF THE FLOOR

COMMITTEE BUSINESS

- Off-Street Parking
  - Member Davis introduced the legislation and provided a brief justification for this change including changing technologies, changing markets and business models. Member Hilliard provided further justification that current code related mostly to convenience for shoppers but did not consider environmental or aesthetic impacts.
  - Mr. Cooper reviewed a draft of suggested changes to Town Code as it relates to off-street parking requirements. He briefly reviewed why this change is being requested and as documented in the Local Law memo.
  - Member Oyler noted that proposed changes eliminate the prescriptive standards for parking but provides for performance standards through demand studies. He would like to see the Parking Stall and Drive Aisle Dimensions be included in Design Standards. Member Fennelly agreed with these comments. Member Casey echoed these comments and felt it was more appropriately left to the market. The Parking Stall and Drive Aisle Dimensions should be added to Site Design and Development Criteria.
  - Member Davis asked if the Planning Board could still require larger parking spaces with the standard eliminated. Mr. Cooper says they can.
  - Member Hilliard noted that current Parking requirements block medical offices together but without specific consideration as to what type of office. Proposed revisions would require specific consideration.
  - The Committee discussed whether 5,000 sq. ft. was an appropriate threshold for requiring a parking demand study. Some members felt it was too high and others too low. The Committee decided to require it for all projects, and left up to the Planning Board whether it should be prepared by a professional engineer to ITE standards.
  -

    - Member Fennelly addressed the subject of durable surface requirements of parking areas. The Committee decided to remove prescriptive standards but require a durable surface.
    - Member Casey addressed the issue that the number of residents with disabilities and handicap placards has been rising and there is a shortage in many cases of accessible spaces. The Committee decided to add language to the code to ensure compliance with State and Federal Standards. Also, to remove the maximum cap on Handicapped parking currently within Town Code.
    - Moving Forward, the members are to provide remaining comments to Mr. Cooper who will try to incorporate them into the draft. The Committee will review at their July 6 meeting.
- Short Term Rentals
    - The Committee moved onto discussing Short Term Rentals.
    - In terms of assessing a tax on Lodging, Member Menikotz mentioned that the County is currently overburdened with Taxes and Fees.
    - The Committee questioned whether it could levy the tax itself. However, this would certainly require more manhours.
    - The Committee asked Mr. Cooper to request Host Compliance join us on July 6 and to make sure they provide deliverables.

Upcoming Meetings:

- **July 6, 2020 @ 9:00 am**
    - **Short Term Rentals**
    - **Off-Street Parking Requirements**

Adjournment @ 10:15 am

ATTACHMENT 5

Town of Canandaigua , NY

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT00845 - 2020-06-04 KSJ BA per TM

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000101	2020 Adopted Town Budget	2020-06-04 BA Per TM	6/4/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.1320.400.00000	AUDITOR.CONTRACTUAL	2020-06-04 BA Per TM	12,000.00	2,000.00	14,000.00

January:	166.67	April:	166.67	July:	166.67	October:	166.67
February:	166.67	May:	166.67	August:	166.67	November:	166.67
March:	166.67	June:	166.67	September:	166.67	December:	166.63

AA100.1430.142.00000	PERSONNEL.CLERK P/T	2020-06-04 BA Per TM	31,110.00	-2,000.00	29,110.00		
January:	-166.67	April:	-166.67	July:	-166.67	October:	-166.67
February:	-166.67	May:	-166.67	August:	-166.67	November:	-166.67
March:	-166.67	June:	-166.67	September:	-166.67	December:	-166.63

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000102	2020 Adopted Town Budget	2020-06-04 BA per TM	6/4/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	2020-06-04 BA per TM	23,000.00	33,755.08	56,755.08

January:	2,812.92	April:	2,812.92	July:	2,812.92	October:	2,812.92
February:	2,812.92	May:	2,812.92	August:	2,812.92	November:	2,812.92
March:	2,812.92	June:	2,812.92	September:	2,812.92	December:	2,812.96

AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AID	2020-06-04 BA per TM	45,931.00	-33,755.08	12,175.92		
January:	-2,812.92	April:	-2,812.92	July:	-2,812.92	October:	-2,812.92
February:	-2,812.92	May:	-2,812.92	August:	-2,812.92	November:	-2,812.92
March:	-2,812.92	June:	-2,812.92	September:	-2,812.92	December:	-2,812.96

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000103	2020 Adopted Town Budget	2020-06-04 BA per TM	6/4/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIP	2020-06-04 BA per TM	250.00	-100.00	150.00

January:	-8.33	April:	-8.33	July:	-8.33	October:	-8.33
February:	-8.33	May:	-8.33	August:	-8.33	November:	-8.33
March:	-8.33	June:	-8.33	September:	-8.33	December:	-8.37

AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	2020-06-04 BA per TM	-100.00	100.00	0.00		
January:	8.33	April:	8.33	July:	8.33	October:	8.33
February:	8.33	May:	8.33	August:	8.33	November:	8.33
March:	8.33	June:	8.33	September:	8.33	December:	8.37

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000104	2020 Adopted Town Budget	2020-06-04 BA per TM	6/4/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AA100.8160.200.00000	WASTE & RECYCLING EQUIPME	2020-06-04 BA per TM	-5,000.00	5,000.00	0.00

January:	416.67	April:	416.67	July:	416.67	October:	416.67
February:	416.67	May:	416.67	August:	416.67	November:	416.67
March:	416.67	June:	416.67	September:	416.67	December:	416.63

AA100.8160.201.00000		WASTE & RECYCLING.GRANT I	2020-06-04 BA per TM			7,500.00	-5,000.00	2,500.00
January:	-416.67	April:	-416.67	July:	-416.67	October:	-416.67	
February:	-416.67	May:	-416.67	August:	-416.67	November:	-416.67	
March:	-416.67	June:	-416.67	September:	-416.67	December:	-416.63	

Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2020 Adopted	2020 Adopted Town Budge	AA100.1320.400.00000	AUDITOR.CONTRACTUAL	12,000.00	2,000.00	14,000.00
		AA100.1355.120.00000	ASSESSOR.PERSONAL SERVICES	23,000.00	33,755.08	56,755.08
		AA100.1355.132.00000	ASSESSOR.REAL PROPERTY AIDE F	45,931.00	-33,755.08	12,175.92
		AA100.1430.142.00000	PERSONNEL.CLERK P/T	31,110.00	-2,000.00	29,110.00
		AA100.8140.200.00000	STORMSEWERS.CAPITAL.EQUIPME	250.00	-100.00	150.00
		AA100.8140.400.00000	STORMSEWERS.CONTRACTUAL	-100.00	100.00	0.00
		AA100.8160.200.00000	WASTE & RECYCLING EQUIPMENT	-5,000.00	5,000.00	0.00
		AA100.8160.201.00000	WASTE & RECYCLING.GRANT IMPR	7,500.00	-5,000.00	2,500.00
			2020 Adopted Total:	**114,691.00**	**0.00**	**114,691.00**
			Grand Total:	**114,691.00**	**0.00**	**114,691.00**

ATTACHMENT 6

Local Law No _____ of the year 2020

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 2021 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 2021 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 7

cardconnect®
A First Data Company

Merchant Services

Program Terms and Conditions

(Program Guide)

PART I: CONFIRMATION PAGE

PROCESSOR INFORMATION:	Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
	Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
	URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you**. See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:
Your Bank, who is a Visa and Mastercard Member Bank, is
Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:
a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name:_____

By signing below, you:

(i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**

(ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X_____ _____ _____
Signature: **Title** **Date**

_____
Please Print Name of Signer

PART I: DUPLICATE CONFIRMATION PAGE

PROCESSOR INFORMATION:
Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
URL: www.cardconnect.com **Customer Service #:** 1-877-828-0720

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2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

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7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:
Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

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a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name:_____

By signing below, you:

(i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**

(ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X_____ _____ _____
Signature: **Title** **Date**

_____
Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than $100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);

b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and

c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected. If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);

b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;

c) is not subject to any dispute, set-off or counterclaim;

d) to your knowledge is not the result of fraud and has been authorized by the Cardholder

e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located

f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

a) you are validly existing, in good standing and free to enter into this Agreement;

b) you have not changed the nature of your business or practices in a way not previously disclosed to us;

c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;

d) you have not filed a bankruptcy petition not previously disclosed to us;

e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;

f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and

g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCON- TRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) $50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insightics or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of $100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

a) a material adverse change in your business, financial condition, or business prospects;

b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;

c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of $250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down- loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access though Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.

ATTACHMENT 8

Lease Agreement

THIS LEASE AGREEMENT (this "Agreement") made this ___ day of _____, 2020 is between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at the Ontario County Municipal Building, 20 Ontario Street, Canandaigua, New York 14424 ("Lessor") and the **TOWN OF CANANDAIGUA**, a municipal corporation of the State of New York, having an office and place of business at 5440 Route 5 & 20 West, Canandaigua, New York 14424 , ("Lessee"). Lessor and Lessee are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, Lessor owns real property located at 5480 Cramer Road, Canandaigua, New York 14424, being tax map number 125.00-1-13.000 (the "Premises"); and

WHEREAS, Lessor owns, maintains and lets radio communication equipment at the Premises, which is more specifically identified in the attached Schedule A, including but not limited to a radio communication tower (the "Tower"), an equipment shelter, a generator shelter, letting of space on the Tower, and letting of ground space at the Premises; and

WHEREAS, Lessee, through the Canandaigua Consolidated Water District which Lessee administers, owns a water storage tank, water mains, and related equipment necessary for the storage and transportation of potable water located on the Premises ("Existing Tank"); and

WHEREAS, Lessee desires to demolish the Existing Tank and construct, operate, maintain and repair two new water storage tanks and related equipment necessary for the storage and transportation of potable water at and from the Premises and improve the entry driveway providing access to Lessor's property from Cramer Road including acquisition of property immediately adjacent on the west of the portion of Lessor's property containing the driveway from Cramer Road (collectively the "Water System"); and

WHEREAS, Lessee further desires to have right of access to Lessor's property to operate and maintain the Existing Tank and the Water System, and to convey the right to use Lessor's driveway from Cramer Road adjacent property owners for those owners' to access portions of their property for agricultural and other non-development related uses; and

WHEREAS, Lessor desires to permit the co-location of the Lessee's Water System so long as it does not interfere with Lessor's construction, operation, maintenance, repair and letting of its radio communication equipment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor hereby lets to Lessee and Lessee hereby leases from Lessor a certain portion of the Premises upon the following terms and conditions:

1. Existing Tank. This Agreement confirms and permits the rights of Lessee to construct, repair, maintain and operate the Existing Tank and related infrastructure on the

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Premises so long as it does not interfere with Lessor's use of its Tower and associated equipment and buildings..

2. **Term**. The term of this Agreement shall be ten (10) years commencing on _____ and expiring _____, and shall automatically extend for four (4) renewal periods of ten (10) years each unless either party provides written notice to the other of its election not to renew the term at least thirty (30) days prior to the end of the current term.

3. Lessee's Rights and Obligations.

(a) Lessee shall have the right to use the Premises solely for the demolition of the Existing Tank and construction, operation, storage, maintenance and repair of the Water System as is detailed in Schedule C. Prior to demolition and/or construction, whichever is first, Lessor shall review and approve the plans for the Water System and the placement of same on the Premises, such approvals not to be unreasonably withheld. Lessor shall be provided notice prior to any maintenance or repair of the Water System.

(b) Lessee shall be solely responsible for all costs of demolition, construction, maintenance and repair of its Existing Tank and Water System including any improvements to the Premises permitted hereunder.

(c) Lessee shall be responsible for all utility costs derived from Lessee's use hereunder. Lessor shall have no responsibility for the failure of such services or any interruption thereof, and such failure or interruption shall not relieve Lessee from its obligations hereunder

(d) . If construction of the Water System is found to interfere with radio communications coverage from the high-band VHF radio base station used by the Rochester-Genesse Regional Transit Authority (RGRTA) in providing public transit service within Ontario County, Lessee shall permit and pay for the moving of radio communications equipment from the Tower to the Water System as Lessor determines necessary. Lesee shall not utilize any radio communication equipment for monitoring said Water System without the express, written consent of the Lessor. Lessee shall submit to Lessor an intermodulation study conducted by a competent engineer approved by Lessor of any proposed radio communications equipment proposed to be used by Lessor to monitor the Water System. Further, Lessee shall not let space on said Water System to any third party without the prior written approval of Lessor.

(e) Lessee shall not demolish its Existing Tank or construct, operate, maintain, or repair its Water System in a manner that interferes with Lessor or its third party lessees use of the Premises for radio communications.

(f) with the exception of Lessor's radio communication equipment illustrated on Exhibit A attached hereto, Lessee shall be solely responsible for keeping the Premises and Water System in good repair, ordinary wear and tear excepted.

4. Consideration. Lessee shall:

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(a) ensure year-round vehicular access to the Premises including but not limited to plowing and maintenance of the access driveway and

(b) ensure security of the Premises including but not limited to maintenance of the fence, lighting and cameras and

(c) landscape maintenance including but not limited to mowing and trimming.

5. Lessor's Rights and Obligations.

(a) Lessor shall be solely responsible for

i. payment of utility bills derived from Lessor's use and

ii. costs of constructing, maintaining, and repairing its radio communication equipment identified in Schedule A attached hereto and

iii. Removal of trees and shrubs on the ground underneath any guy wires stabilizing and part of Lessor's Tower.

(b) Lessor retains and may exercise any and all rights it has as owner of the Premises and the Tower, including but not limited to, the right to construct, maintain, operate, let and permit third parties to do the same on any portion of the Premises so long as it does not unreasonably interfere with the Lessee's rights hereunder. Third party lessees shall be responsible for all utility bills, derived from its radio equipment being located on the Premises.

6. Right of Access. Lessee, its officers, employees and agents shall have the right to access the Premises in the manner and extent necessary to exercise its rights and obligations hereunder. Upon prior written consent by the Lessor, Lessee, at its own expense, shall have the right to make improvements that it finds necessary to have sufficient access to the Premises. Lesee shall be entitled to grant use of Lessor's driveway leading south from Cramer Road to an adjacent property owner or owners in order to permit said property owners the ability to access other portions of said owner's property for agricultural or other non-development related uses. In no case is said driveway to be utilized by Lesee or any adjacent property owner to provide access to a residence, commercial, or other non-agricultural use.

7.

8. Insurance. Lessee shall keep in full force and affect during the term of this Agreement insurance in compliance with Schedule B attached hereto.

9. Defense and Indemnification. Except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of a party, its officers, employees or agents, each party shall defend, indemnify, and hold harmless the other party and its officers, employees and agents from and against any and all liability, damage, claims, demands, costs,

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judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by a party, its officers, employees or agents or third parties under the direction or control of that party and its officers, employees or agents in the performance of the party's respective obligations under this Agreement. This duty to defend shall be triggered immediately upon notice to a party by the other party of the party's receipt of a Notice of Claim, service of process or other demand or claim. The defense and indemnification obligations required by this paragraph shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination. Further, Lessee shall defend, indemnify, and hold harmless Lessor from and against any and all liability, damage, claims, demands, costs, judgements, fees, attorneys' fees or loss arising directly or indirectly from the use of Lessor's driveway leading south from Cramer Road by any adjacent property owner or owners to whom Lessee has granted use.

10. Compliance. The parties shall comply with all applicable laws, rules, orders, directions and requirements and recommendations of the local board of fire underwriters and fire insurance rating organizations having jurisdiction over the area in which the Premises is situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the Premises is situated, in any way pertaining to the Premises or the use and occupancy thereof.

11. Casualty. If any improvements to the Premises shall be so damaged by fire, other casualty, act of God, or act of the public enemy so as to be substantially destroyed, this Agreement shall not terminate and all Lessee's insurance proceeds shall be used to restore the Water System unless otherwise agreed by the parties in writing.

12. Termination. Either party may terminate this Agreement and shall be able to do so at any time upon one year's notice. Upon expiration or earlier termination of this Agreement or secession of the intended use of the Existing Tank, Water System and associated infrastructure, Lessee shall remove the Existing Tank, Water System and any associated infrastructure within one year. If the Existing Tank, Water System and any associated infrastructure is not removed within one year, the County shall have the right to either take ownership or contract for the removal at the sole expense of Lessee.

13. Notices. All notices and communications required under this Agreement shall be accomplished in writing and sent by either certified mail, overnight mail, or fax to the following addresses:

Lessor:

TO: COUNTY OF ONTARIO
Attention: County Administrator
Address: 20 Ontario Street
Canandaigua, NY 14424
Phone: (585) 396-4400

With a copy to
TO: Ontario County Commissioner of Public Works

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2962 County Road 48
Canandaigua, NY 14424
Phone: (585) 396-4000

Lessee:

TO: TOWN OF CANANDAIGUA
Attention: Supervisor
Address: 5440 Route 5 and 20
Canandaigua, NY 14424
Phone: (585) 394-1120

Notice shall be deemed given upon receipt, or in the case of unclaimed certified mail, upon return to the sending party.

14. Quiet possession. Lessor covenants that Lessee upon paying the rent as herein reserved and performing all the covenants and agreements herein contained on the part of the Lessee may quietly enjoy a certain portion of the Premises detailed in Schedule C, subject to the rights of Lessor and its Third Party Lessees provided hereunder.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and may only be modified by a writing signed by the parties.

(b) Authority. Each of the parties represents and warrants to the other that it is fully authorized to enter into this Agreement and has taken all necessary steps and received all requisite approvals necessary to enter into this Agreement.

(c) Choice of Law. This Agreement shall be governed and construed under the laws of the State of New York without reference to choice of law rules and principles.

(d) Gender and Number. The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.

(e) Descriptive Headings. The descriptive headings of the various provisions of this Agreement are included for convenience only, and they shall not be considered in interpreting and construing this Agreement.

(f) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment or transfer of a party's obligations without such consent shall be wholly void.

(g) Severability. If any term or provision, or any portion thereof, of this Agreement is declared invalid or unenforceable for any reason, the remainder of this Agreement

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shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible.

(h) Binding Effect. Each provision of this Agreement shall extend to and shall, as the case may require, bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(i) Relationship of Parties. Neither party shall act, represent or attempt to act or represent itself, directly or indirectly or by implication, as agent of the other. Nothing in this Agreement shall be deemed to create any relationship of principal and agent between the parties.

(j) Construction of Agreement. The parties represent that they have discussed, bargained and negotiated the terms of this Agreement and this Agreement shall not be construed against one party or the other merely because one party may have initially drafted this Agreement.

(k) No Conflicts. Each of the parties represents and warrants to the other that this Agreement and the entry into this Agreement by the warranting party does not conflict with any other agreements to which it is a party or by which it is bound.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

LESSOR: COUNTY OF ONTARIO

Sign: _____

By: _____

Title: County Administrator

Date: _____

LESSEE: TOWN OF CANANDAIGUA

Sign: _____

By: Cathy A. Menikotz

Title: Town Supervisor

Date: _____

DRAFT

MUNICIPAL ACKNOWLEDGMENT

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

On the ___ day of _____, in the year 2020 before me personally appeared _____, known to me to be the person who executed the within instrument, who being duly sworn by me did depose and say that she resides at _____ in the Town of _____, County of Ontario, State of New York; that she is the County Administrator of the County of Ontario, the Municipality described in said instrument; that, by authority of the Board of Supervisors of said Municipality, she is authorized to execute the foregoing instrument on behalf of the Municipality for the purposes set forth therein; and that, pursuant to that authority, she executed the foregoing instrument in the name of and on behalf of said Municipality, as the act and deed of said Municipality.

_____
Notary Public

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DRAFT

MUNICIPAL ACKNOWLEDGMENT

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

On the ___ day of _____, in the year 2020 before me personally appeared **Cathy A. Menikotz**, known to me to be the person who executed the within instrument, who being duly sworn by me did depose and say that he resides at _____ in the Town of Canandaigua, County of Ontario, State of New York; that he is the Supervisor of the Board of the Town of Canandaigua, the Municipality described in said instrument; that, by authority of the Legislative Body of said Municipality, he is authorized to execute the foregoing instrument on behalf of the Municipality for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said Municipality, as the act and deed of said Municipality.

_____
Notary Public

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Ontario County

Board of Supervisors

Canandaigua, New York 14424

Supervisor Peter Ingalsbe offered the following resolution and moved its adoption:

RESOLUTION NO. 303-2020
APPROVAL OF LEASE TO TOWN OF CANANDAIGUA
FOR EXISTING TANK AND WATER SYSTEM
ON CHESHIRE TOWER PROPERTY

WHEREAS, The County owns real property at 5480 Cramer Road in the Town of Canandaigua, New York 14424, being tax map number 125.00-1-13.000 (the "Premises") upon which the County owns and maintains emergency radio communications and related equipment; and

WHEREAS, The Town of Canandaigua through the Canandaigua Consolidated Water District which the Town of Canandaigua administers (hereinafter collectively referred to as the "Town"), owns a water storage tank, water mains, and related equipment necessary for the storage and transportation of potable water located on the Premises ("Existing Tank"); and

WHEREAS, To the best of both the Town and the County's knowledge, no formal agreement exists between the Town and County permitting the Town's Existing Tank to be located on the Premises; and

WHEREAS, The Town desires to demolish the Existing Tank and construct, operate, maintain and repair two new water storage tanks and related equipment necessary for the storage and transportation of potable water at and from the Premises and improve the entry driveway providing access the Premises from Cramer Road including acquisition of property immediately adjacent on the west of the portion of Lessor's property containing the driveway from Cramer Road (collectively the "Water System"); and

WHEREAS, A draft lease agreement between the Town and the County has been prepared which permits the Town's occupancy and maintenance of the Existing Tank and the future construction, occupancy, and operation of the Water System, including access thereto, in exchange for the Town's maintenance of the road, site, and access thereto; and

WHEREAS, The Director of Planning and the Commissioner of Public Works recommend approval of the draft lease agreement between the Town and the County on file with the Clerk of this Board; and

WHEREAS, The Public Works Committee recommends adoption of this resolution; now,

therefore, be it

RESOLVED, That upon the review and approval of the County Attorney as to form, the Ontario County Board of Supervisors does hereby approve the lease with the Town of Canandaigua, 5440 Route 5 & 20 West, Canandaigua, NY 14424, concerning the Existing Tank and Water System at the County's property at 5480 Cramer Road in the Town of Canandaigua; and further

RESOLVED, That the term of said lease shall commence on May 29, 2020 and end on May 28, 2030, and shall automatically extend for eight (8) renewal periods of ten (10) years each unless either party provides written notice to the other of its election not to renew the term at least thirty (30) days prior to the end of the current term; and further

RESOLVED, That this resolution shall take effect immediately; and further

RESOLVED, That a copy of this resolution be sent by the Clerk of this Board to the Town of Canandaigua, 5440 Route 5 & 20 West, Canandaigua, NY 14424.

STATE OF NEW YORK }
County of Ontario }

I do hereby certify that I have compared the preceding with the original thereof, on file in the Office of the Clerk of the Board of Supervisors at Canandaigua, New York, and that the same is a correct transcript therefrom and of the whole of said original; and that said original was duly adopted at a meeting of the Board of Supervisors of Ontario County held at Canandaigua, New York, on May 28, 2020.

Given under my hand and official seal May 29, 2020.

Kristin A. Mueller

Kristin A. Mueller, Clerk of the Board of Supervisors of Ontario County, NY

ATTACHMENT 9

Town of Canandaigua, NY
CC Capital Improvement Project
Preliminary Special Inspection Scope

Testing Firm	CME	ATL
Location	Rochester	Rochester
Distance / Travel Time	37miles/45mins (one way)	25miles/45mins (one way)
Field Testing Rates		
Project Manager	65/hr	99/hr
Field Technician	300/day	390/day
Special Inspector	540/day	585/day
Certified Steel/Welding Inspector	540/day	585/day
Geotech Engineer	135/hr	95/hr
Professional Engineer	120/hr	120/hr
Field Service Work		
PROJECT MANAGEMENT		
Project Mgmt and Coordination	$ 1,560.00	$ 2,376.00
Project Documents Review	$ 1,040.00	$ 1,584.00
Test Data Review	$ 1,300.00	$ 1,980.00
Meeting Attendance	$ 1,300.00	$ 1,980.00
COMPACTION		
Soil Density/Moisture w/ Nuclear Methods	$ 3,750.00	$ 3,900.00
CONCRETE Verify Mix Design / Collect Tickets/ Observe Concrete Placement Methods/ Concrete Cylinder Test Specimens per ASTM C-31,138,143,172,173,231,1064	$ 5,100.00	$ 5,850.00
STRUCTURAL STEEL & WELDING Welder Qualifications and Procedures (shop and field)	$ 2,160.00	$ 2,340.00
Materials Verifications	$ 1,080.00	$ 1,170.00
High-Strength Bolt Testing	$ 540.00	$ 585.00
GEOTECHNICAL WORK		
Site Specific Issues	$ 2,400.00	$ 1,900.00
Bearing Grade Observation	$ 1,920.00	$ 1,520.00
Data Collection and Analysis	$ 2,160.00	$ 1,920.00
Report w/ Recommendations	$ 1,080.00	$ 960.00
Lab Service Work		
SOIL ANALYSIS		
Particle Size Analysis	$ 780.00	$ 780.00
Density Tests	$ 440.00	$ 640.00
Fill Qualification Sieve Analysis	$ 260.00	$ 260.00
CONCRETE TESTING		
Compressive Strength Test	$ 1,000.00	$ 1,400.00
MASONRY TESTING		
CMU per unit	$ 250.00	$ 70.00
Grout	$ 60.00	$ 20.00
Mortar	$ 60.00	$ 20.00
MISCELLANEOUS		
Nuclear Meter	$ 500.00	$ 650.00
Concrete Cure Box	$ -	$ 600.00
Torque Wrench	$ -	$ 75.00
Trip fee- Soil, Concrete work	$ 1,350.00	$ 1,200.00
Trip fee- Steel, Welding work	$ 100.00	$ 125.00
Trip fee- Geotech, PE, PM	$ 405.00	$ 375.00
Sample Pick-up (without testing work)	$ 450.00	$ 600.00
Admin Fee and Reporting	$ 2,600.00	$ 1,800.00
OT Multiplier	$ -	$ -
Total	$ 33,645.00	$ 36,680.00

ATTACHMENT 10

THIS AGREEMENT (this "Agreement") is made March 1, 2020, by and between **THE COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424 (hereinafter referred to as the "County")

and **TOWN OF CANANDAIGUA** , having an office at 5440 ROUTE 5 & 20 WEST CANANDAIGUA, NY 14424 (hereinafter referred to as the "Consultant"). The County and Consultant are sometimes referenced to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, the County desires to obtain services in connection with the provision of labor, equipment use, and materials for construction related to the FLCC Water Quality, Flood Resiliency, and Habitat Improvement Project in accordance with the grant agreement between Ontario County and the State of New York, specifically Contract Number DEC01-C00516GG-35000 and the design documents provided by the County's Consultant, GEI Consultants, Inc., P.C. ; and

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

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the Parties agree as follows:

FIRST: The Consultant shall furnish services as provided and described in Schedule "A" which is attached hereto and made a part hereof. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule "A," the terms and provisions of this Agreement shall control.

SECOND: For the services rendered pursuant to the "FIRST" Paragraph, the Consultant shall be paid a fee not to exceed $105,000.00. If grant funds will be used to pay for the services, and labor is involved, the Consultant shall sign and notarize the Certification to Training and Rate which is attached hereto and made a part hereof.

Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the Consultant on properly executed claim forms of the County and paid only after approval by the County. In the event that the next succeeding paragraph has been marked to indicate that retainage is required, all payments shall be subject to a 5% retainage which shall be held by the County until released upon completion of each project phase as provided herein. In no event shall final payment or release of retainage be made to the Consultant prior to completion of all services, the submission of all reports and the approval of same by the County.

Retainage required: Yes

☑ No

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment and compliance with the terms of this Agreement. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of the "SECOND" paragraph, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Consultant to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

THIRD: This Agreement shall commence on March 1, 2020, and shall terminate on August 30, 2020, except as extended by the County in writing and if required, duly approved by the County's Board of Supervisors.

FOURTH: The Consultant shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of the Consultant's obligations under this Agreement.

FIFTH: The County, upon thirty (30) days' notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services rendered under this Agreement up to the effective date of termination.

In the event of a dispute as to the value of the services rendered by the Consultant prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Consultant. Such reasonable and good faith determination shall be accepted by the Consultant as final.

In the event the County determines that there has been a material breach by the Consultant of any of the terms of this Agreement and such breach remains uncured for five (5) days after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Service of notice hereunder shall be effective on the date of mailing.

SIXTH: All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement, or any other agreement to fulfill this Agreement, is void without the prior express written consent of the County. Every subcontract shall provide that the subcontractor(s) are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed to be work performed by the Consultant and the Consultant shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

EIGHTH: The Consultant agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. Conflict of interest shall include, but not be limited to, when an individual is employed with the County.

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

NINTH: The Consultant expressly understands and agrees that the Consultant is and shall in all respects be considered an independent Consultant. The Consultant, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the Consultant to render services hereunder, are not and shall not hold themselves out nor claim to be an officer or employee of the County, 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. Further, Consultant, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Consultant will defend and indemnify the

County for any said penalty or related penalty.

TENTH: The Consultant shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Consultant as an employer of labor or otherwise. The Consultant shall comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed by the Consultant to render the services hereunder.

Furthermore, in performing under this Agreement, the Consultant shall comply with all Federal, State, local laws and regulations and any terms and conditions of a grant associated with this Agreement. Consultant agrees that, to the extent it is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it will comply with all applicable requirements of HIPAA. Consultant shall comply with the rules and regulations of the County. The County's Compliance Plan regarding Federal and State fraud and abuse laws is available on the County's website at http://www.co.ontario.ny.us/DocumentCenter/Home/View/236. The Consultant shall abide by the terms of this Plan when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with a copy of the Plan or given access to the Plan.

Furthermore, the Consultant represents and warrants that it, its officers, employees, or agents have not been excluded or terminated from participation in any federal health care programs or New York Medicaid. Should such exclusion or termination occur during the term of this Agreement, Consultant shall promptly notify the County, and such exclusion or termination shall be considered a material breach of this Agreement.

ELEVENTH: The Consultant expressly agrees that:

(a) in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Consultant, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the Consultant, any subcontractor, nor any person acting on behalf of such Consultant or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under this Agreement, neither the Consultant, any subcontractor, nor any person acting on their behalf shall, in any manner,

harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the Consultant by the County under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and

(e) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

TWELFTH: Failure to secure and maintain the required insurances contained in Schedule "B," which is attached hereto and made a part hereof, is a material breach of this Agreement. Consultant shall reimburse County for any funds expended by County that would have been paid by Consultant's insurance carrier under any required insurance. Should Consultant's required insurance be cancelled or lapse in any way, Consultant shall submit the insurer's notice of cancellation or lapse to County within two business days of receipt.

In addition to, and not in limitation of the insurance requirements contained in Schedule "B," the Consultant agrees to the fullest extent of the law:

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

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

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

To the County:

Planning

20 Ontario Street
Canandaigua, NY 14424

To the Consultant:

TOWN OF CANANDAIGUA
Attn: James Fletcher
5440 ROUTE 5 & 20 WEST
CANANDAIGUA, NY 14424

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

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

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

SEVENTEENTH: The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

EIGHTEENTH: Notwithstanding, in accordance with Section 362 of the County Law, the County shall have no liability under this Agreement to Consultant or to anyone else beyond funds appropriated for this Agreement.

NINETEENTH: This Agreement shall not be enforceable until signed by all Parties and approved by the County of Ontario.

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

TWENTY-FIRST: The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

IN WITNESS WHEREOF, The County and the Consultant have executed this Agreement.

The Town of Canandaigua shall provide and invoice all labor and material in accordance with the following contract between the State of New York and Ontario County

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080	BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-C00516GG-3350000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: ONTARIO COUNTY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: Ontario County	PROJECT NAME: Finger Lakes Community College Water Quality Flood Resiliency and Habitat Enhancement Project
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000004332 Federal Tax ID Number: 166002565 DUNS Number (if applicable): 079686838	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 20 ONTARIO ST CANANDAIGUA, NY 14424 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Health Finance Office 3019 County Complex Drive Canandaigua, NY 14424 CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address Health Finance Office 3019 County Complex Drive Canandaigua, NY 14424	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 32010 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2018 To: 03/31/2021

CURRENT CONTRACT PERIOD:

From: 04/01/2018 To: 03/31/2021

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $262,400.00

AMENDED:

FUNDING SOURCE(S)

- [X] State
- [ ] Federal
- [ ] Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DEC01-C00516GG-3350000

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [ ] A-2 Federally Funded Grants

Attachment B:

- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment E

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

ONTARIO COUNTY OF

By: Mary Krause

Printed Name

Title: Ontario County Administrator

Date: 05/14/2018

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Environmental Conservation

By: Nancy Lussier

Printed Name

Title: Director, Division of Management and Budget Services

Date: 05/16/2018

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: Benjamin Maggi

Printed Name

Title: Assistant Attorney General

Date: 05/16/2018

STATE COMPTROLLER'S SIGNATURE

By: Carmen Story

Printed Name

Title: Contract Management Specialist 2

Date: 05/23/2018

Contract Number: # DEC01-C00516GG-3350000

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions

2. Modifications to the Face Page

3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D

4. The Face Page

5. Attachment A-2[2], Attachment B, Attachment C and Attachment D

6. Modification to Attachment A-1

7. Attachment A-1

8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, “Full Execution” shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation*:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds*: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Joe DiMura, Director, Bureau of Water Compliance
New York State Department of Environmental Conservation
625 Broadway, 4th Floor, Albany, New York 12233-3506
(518) 402-8117

The designated appeal individual to review decisions is:

Alan Fuchs, Director, Bureau of Flood Protection and Dam Safety
New York State Department of Environmental Conservation
625 Broadway, 4th Floor, Albany, New York 12233-3504
(518) 402-8185

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing,

within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract

infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

(1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;

(2) alterations of the items by the Department;

(3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;

(4) use of items in combination with apparatus or devices not delivered by the Contractor;

(5) use of items in a manner for which the same were neither designed nor contemplated; or

(6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; https://ny.newnycontracts.com

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **0%** Minority Labor Force Participation**, 0%** Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on

the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

(4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

(3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

(1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at http://www.dec.ny.gov/about/48854.html

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, https://www.access-board.gov/guidelines-and-standards

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

B. With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be

accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be sued under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Division of Water Contract Liaison, Fiscal Planning and Management Section
New York State Department of Environmental Conservation
625 Broadway – 4th Floor
Albany, NY 12233-3506
518-402-8219

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Water, 625 Broadway 4th Floor, Albany, New York 12233-3508, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

   Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be

covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	**FORM TITLE**
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Water, 625 Broadway 4th Floor, Albany, NY 12233-3508, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website: http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

C. Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, and $5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

D. Business Automobile Liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

E. Environmental Liability with a limit of not less than $1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.

F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of $1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery

coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum $2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

In addition, for Land Acquisition projects: The contractor will purchase a policy of title insurance in the amount equivalent to the purchase price of the land acquisition, issued by a Title Company licensed by the State of New York and in a form acceptable to the New York State Department of Environmental Conservation, naming the contractor as the insured party.

III. Local Share Requirements as applicable to each program set forth below in (A), (B) and (C):

A. For Round 14 Non-agricultural Nonpoint Source Abatement and Control, Salt Storage, Land Acquisition for Source Water Protection, Aquatic Habitat Restoration, and Municipal Separate Storm Sewer System projects types, the Contractor must provide an eligible share of least twenty-five percent (25%) of approved project costs of up to the Contract Funding Amount identified on the face page. This percentage will be specified in the Attachment B-1 (Expenditure Budget). The Contractor share cannot be paid with state or federal grant funds.

B. For Round 14 High Priority Wastewater Treatment Plant projects, the Contractor must provide an eligible share of least fifteen percent (15%) of approved project costs of up to the Contract Funding Amount identified on the face page. This percentage will be specified in the Attachment B-1 (Expenditure Budget). The Contractor share cannot be paid with state or federal grant funds.

C. For Round 14 General Priority Wastewater Treatment Plant projects, the Contractor must provide an eligible share of least sixty percent (60%) of approved project costs of up to the Contract Funding Amount identified on the face page. This percentage will be specified in the Attachment B-1 (Expenditure Budget). The Contractor share cannot be paid with state or federal grant funds.

IV. Project Implementation

The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing and the Office of State Comptroller when applicable.

V. For Projects Involving Construction (in addition to Attachment A.1.A. Article XXII – Construction Plans)

A. The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or after May 1, 2017, upon approval of the Contract the Contractor shall notify the Department in writing thirty (30) calendar days as to the status of any construction

B. The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.

C. The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.

D. The Contractor agrees to use NYS Office Office of General Services design and construction specifications for salt storage construction projects. https://online.ogs.ny.gov/DNC/MasterSpec04/MasterSpecListing.asp?Div=13

Section 133423 - Rectangular Salt Storage Structure
Section 133424 – Dome Salt Storage Structure

E. The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect

to the Project. Upon request from the Department, the Contractor must submit to the Department reports, documents, data, contractual documents, administrative records and other information pertinent to the Project.

F. The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

G. Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:

1. A certification stating that the Project has been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.

2. The certified "as built" plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.

3. The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

VI. Useful Life of Project

A. In Perpetuity (Conservation easements)
For land acquisition or conservation easements obtained for the protection of water supplies, the useful life is in perpetuity**.**

B. 30 Years (wastewater treatment, and other capital projects such as salt storage facilities)
The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a period of thirty (30) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

C. 20 Years (other nonpoint source and aquatic habitat restoration projects)
SFL §61 provides useful life expectancies for things such as culverts and environmental restoration projects. Here the Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department. After completion of the Project, the Contractor shall, for a period of twenty (20) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

D. 5 years ("other" projects not covered in A. of B., e.g., hydro-seeding)
SFL §61 provides useful life expectancies for projects not otherwise specified. Any work of construction, improvement, or purpose not covered by other provisions of SFL§16 have a five-year useful life. Here the Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department. After completion of the Project, the Contractor shall, for a period of five (5) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law

§61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

VII. Signage

In addition to requirements in A.1.A.XVI (Environmental Protection Fund Acknowledgement), the Department may require the installation of a project sign which identifies the EPF / Clean Water Infrastructure Act as a source of funding as outlined in the requirements and specifications attached to and made part of this contract as Attachment E.

For projects with multiple funding sources the Contractor acknowledges that a portion of this grant is funded by the Department as a Water Quality Improvement Project. The Contractor agrees to identify the Department as a source of funding for this project in any communications to the public. The Department may require the installation of a project sign which identifies it as a source of funding as outlined in the requirements and specifications attached to and made part of this contract as Attachment E.

VIII. Period of Eligible Costs

Only those eligible project related costs incurred on or after May 1, 2017 will be eligible for reimbursement of grant funding. The eligibility of project costs for each project type is defined in the request for applications for each project type.

IX. Planning and Design costs

Planning and design costs for nonpoint source control and abatement projects, salt storage facilities, and aquatic habitat restoration projects may be considered eligible if they are associated with implementing a project. Planning and design costs cannot exceed 20% of the award amount.

X. Nonpoint Source Pollutant Load Reduction

For Nonpoint Source Pollution reduction projects and salt storage facilities, prior to contract execution, the Contractor shall provide a report of estimates of pollutant load reduction as required by the Department.

XI. MS4 Lead Applicant Self-Certification

For Municipal Separate Storm Sewer System (MS4) projects that involve more than one municipality, the lead applicant must certify that an Inter-Municipal Agreement or a signed commitment exists between the Lead Applicant and each participating MS4 stating the participating MS4's commitment and willingness to deliver each output attributed to them in the contract work plan as described in Attachment F.

XII. Land Acquisition Projects for source water protection pursuant to Title 33 of Article 15 of the Environmental Conservation Law.

A. "Land acquisition projects" mean open space acquisition projects undertaken with willing sellers including, but not limited to, the purchase of conservation easements, undertaken by a municipality, a not-for-profit corporation, or purchase of conservation easements by a soil and water conservation district.

B. All land acquisition projects shall be undertaken in the state of New York.

C. The commissioner is authorized to provide state assistance to municipalities, not-for-profit corporations and soil and water conservation districts to undertake land acquisition projects for source water protection, in cooperation with willing sellers. Land acquisition projects for source water protection shall support, expand or enhance drinking water quality protection, including but not limited to aquifers, watersheds, reservoirs, lakes, rivers and streams.

D. 1. Any buffer encumbered by a conservation easement acquired pursuant to ECL §15-3303 that encumbers lands used in agricultural production as defined in section three hundred one of the agriculture and markets law in a county designated state certified agricultural district created under section three hundred three of the agriculture and markets law may allow agricultural activity that qualifies such lands, provided such activity on such lands does not impair

drinking water and complies with an agricultural environmental management program plan developed by the state soil and water conservation committee, in partnership with the department.

2. Notwithstanding any limitations provided herein on lands acquired pursuant to ECL Article 15 Title 33 a license or easement may be granted by the owner of such property to a public utility for a public purpose.

E. 1. No state assistance may be provided pursuant to ECL §15-3303 to fund any land acquisition project which is undertaken by eminent domain unless such process is undertaken with a willing seller.

2. The department shall not provide funding pursuant to ECL §15-3303 for any land acquisition project for source water protection by a not-for-profit corporation, if any town, village or city within which such a project is located, by resolution, within ninety days of notification by such corporation of its interest in acquiring such projects, objects to such acquisition.

a. A not-for-profit contractor shall notify any town, village or city within which such a project is located of its interest in acquiring such project and inform them they have 90 days to object by resolution.
b. A not-for-profit contractor shall provide the Department with copies of such notifications and all responses received from any town, village or city, or certify to the Department that no responses were received within 90days.

F. Real property acquired, developed, improved, restored or rehabilitated by or through a municipality or not-for-profit corporation with funds made available pursuant to ECL Article 15 Title 33 shall not be sold, leased, exchanged, donated or otherwise disposed of or used for other than the public purposes of ECL Article 15 Title 33 without the express authority of an act of the legislature, which shall provide for the substitution of other lands of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by the commissioner.

G. If the state acquires a real property interest in land purchased by a municipality or not-for-profit with funds made available pursuant to ECL Article 15 Title 33, the state shall pay the fair market value of such interest less the amount of funding provided by the state pursuant to ECL §15-3303.

H. Contractor agrees to provide the Department with a shape file suitable for locating acquired parcels on a geographical information system platform.

I. Land Purchase and Conservation Easement Requirements

The Department will thoroughly review all documentation and only reimburse for land purchases and Conservation Easements that provide for the protection of source water as set forth in Title 33 of Article 15 of the Environmental Conservation Law (ECL). The following are conditions of land acquisitions:

a. Easement document must include all necessary requirements to fulfill the objective of ECL Article 15, Title 33.
b. Lands currently protected by a federal or state easement program are not eligible for funding under this grant.
c. Conservation Easements must be acquired in perpetuity.
d. Conservation easements must be acquired pursuant to Article 49, Title 3 of the New York State Environmental Conservation Law.
e. If the property is used for activities which interfere with the accomplishment of approved purposes, the violating activities must cease and any resulting adverse effects must be remedied.
f. Contractor must describe in detail protocols for stewardship, monitoring and enforcement of properties or easements as part of their work plan.
g. Monitoring and enforcement of properties or easements obtained with funding from this contract may be performed by a subcontractor. The subcontractor's role and responsibilities must be outlined in this contract's work plan.
h. Public access will be reviewed and approved by DEC on a case-by-case basis. The contractor must provide written documentation that public access would not have an impact to the drinking water supply. In the case of a municipality, this documentation is to be provided at the earliest date practicable but not later than 120 days prior to closing. In the case of a Not-for-Profit or Soil and Water Conservation District, documentation shall be provided concurrently with notification of the municipality of its interest in acquiring such projects.

i. Documentation must contain a thorough description and maps showing access points, proposed activities, and proximity to the water supply

i. Contractor agrees to provide a summary of existing property conditions prior to acquisition signed by both seller and Contractor.

j. Appraisals are required prior to reimbursement. Appraisals must be completed by a state general certified appraiser following the Uniform Standards of Professional Appraisal Practice (USPAP). Two appraisals are required when appraised value is over $300,000.

k. Boundary surveys and maps are required for all properties and shall identify the protected property and any exclusion areas that are not protected. Surveys must be completed by a professional land surveyor licensed to practice in New York and must be recorded in the County Clerk's office prior to the recording of a conservation easement in the County Clerk's office.

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i. Appraisals, surveys, titles and easement language (if applicable) will be reviewed by DEC. No reimbursement will be made until the final approval is given by the Department

m. Final approval from the Department is required

i. prior to closing; or

ii. in the event that the closing has already taken place, immediately following execution of this contract. DEC will have a minimum of 120 days to review and approve or disapprove the parcel(s) being proposed

J. Riparian Buffer Requirements (Surface Water Supplies only)

a. Riparian buffers must be vegetated using only native trees, shrubs and grasses appropriate for site conditions.

b. Riparian buffers must have a minimum average width of 100 feet, measured from the edge of the streambank, if they are adjacent to tributaries.

c. Riparian buffers must have a minimum average width of 300 feet, measured from the edge of the shoreline, if they are adjacent to reservoirs, lakes or ponds.

d. For newly created or restored buffers, the contractor must develop and implement a maintenance plan during the buffer establishment period, defined as 3-5 years after planting of vegetation.

e. Streambanks must be stable prior to creation or restoration of riparian buffers.

f. Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the riparian buffer or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined riparian buffer area.

g. Disturbances that compromise the ecological condition of the riparian buffer area, including, but not limited to, livestock access to the riparian buffer, wood or timber harvesting, excessive mowing and recreational vehicular use must be prohibited, except as allowed by Article X11.D above.

K. Wetland Requirements (Surface Water Supplies only)

a. Project work plan must describe how the work in and near wetlands will protect drinking water supplies and provide improved wetland function.

b. Work within or immediately adjacent to existing wetlands must be limited to activities that will improve wetland function. Disturbances that compromise ecological functions are ineligible for funding.

c. Projects cannot mitigate for impacts to regulated wetlands. Wetland mitigation projects are ineligible for funding.

d. The contractor must develop and implement a maintenance plan for any wetland creation or enhancement. The maintenance plan must include protocols for addressing problems for a minimum of 3 years following creation or enhancement.

L. Eligible expenses include administrative and transactional costs (e.g. property surveys, land appraisals, staff time devoted to the project) and the value of the land or development rights to be acquired by the grantee.

a. The value of the land or development rights being acquired, provided such value associated with the purchase of the property or purchase of a conservation easement is from an appraisal deemed acceptable by DEC. DEC may reimburse for purchase of land or development rights above fair market value in the limited circumstances where it can be demonstrated that the property has a unique resource value. This approach recognizes the fact that outside independent appraisals will not take into account the unique resource value of a particular parcel. In such circumstances, the outside independent appraisals may be merely a bench mark for determining the fair market value of the property. DEC has the discretion and may reimburse at a price above the highest approved independent appraisal provided: 1) the price was the result of documented negotiations between the

Grantee and the seller and 2) the Grantee demonstrated the unique resource value and how it accomplishes the objective of this program.

b. Transactional costs acceptable by DEC, provided they result in final acquisition of land or perpetual conservation easement and/or restoration of new riparian buffers and are limited to: title reports, title insurance, property surveys, appraisals, certified appraisal review, easement holder and landowner's legal fees to negotiate/close the conservation easement transaction and to review title reports and, as necessary, prepare title curatives, filing fees, or other Department-approved closing costs, map and GIS/remote sensing data, environmental assessments, baseline documentation reports, stewardship or management plans, easement stewardship fee, project specific defense liability insurance fees, property taxes, and State or local real estate transfer taxes.
c. Staff salaries directly devoted to or connected to the program, excluding indirect (overhead/operating) expenses (Grantees will be required to document time works, tasks, pay ratio and payment, and itemize salaries according to job title and roles/responsibilities on the program).
d. Riparian buffer or wetland restoration costs deemed acceptable by DEC. "Soft" streambank stabilization practices including but not limited to, live staking, contour wattling, erosion control matting, and root wads, are eligible for funding as part of riparian buffer restoration. Streambank stabilization costs cannot exceed 25% of the award amount.
e. Value of contractual services provided by professional and technical personnel and consultants (i.e. engineering and architectural services, surveys, plans and specifications, research, design and development of a project, consultant and legal services directly related to a project, feasibility study for a property, etc.). Planning and design costs cannot exceed 20% of the award amount.
f. Supplies and materials directly necessary to implement individual projects.
g. Travel Costs (within New York State) directly associated and required to implement the program.

M. Ineligible costs:

a. Out-of-state travel costs, and any travel not directly required to implement the program;
b. Program costs funded from other state and/or federal funding sources;
c. Indirect costs, including overhead/operating expenses (space, rent, utilities);
d. Costs incurred prior to a grant award or outside of the contract term;
e. Endowment funds;
f. Major capital expenditures, such as equipment or computers;
g. Any fee or other contribution deposited to a legal defense fund other than a conservation easement defense liability insurance policy;
h. Restoration projects that include hard armoring of streambanks, including stone rip rap;
i. Wetland mitigation projects;
j. Projects with planning and design in excess of 20% of the award amount;
k. Construction oversight;
l. Improvements to public access;
m. Interest payments; and
n. Forest management plans.

VIII. Project Imagery

Upon completion of the project, contractor shall provide the Department with a high resolution image (minimum 300 dots per inch) of the completed project and grant to the Department the right to make an unlimited number of copies and publish the image in Department publications without charge or restriction.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Finger Lakes Community College Water Quality Flood Resiliency and Habitat Enhancement Project

CONTRACTOR SFS PAYEE NAME: ONTARIO COUNTY OF

CONTRACT PERIOD: From: 04/01/2018

To: 03/31/2021

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$0.00	$30,600.00	0 %	$0.00	$30,600.00
b) Fringe	$0.00	$13,000.00	0 %	$0.00	$13,000.00
Subtotal	$0.00	$43,600.00	0 %	$0.00	$43,600.00
2. Non Personal Services					
a) Contractual Services	$228,400.00	$5,000.00	2 %	$0.00	$233,400.00
b) Travel	$0.00	$0.00	0 %	$0.00	$0.00
c) Equipment	$0.00	$34,000.00	0 %	$0.00	$34,000.00
d) Space/Property & Utilities	$0.00	$0.00	0 %	$0.00	$0.00
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.00
f) Other	$34,000.00	$5,000.00	14 %	$0.00	$39,000.00
Subtotal	$262,400.00	$44,000.00	16 %	$0.00	$306,400.00
TOTAL	$262,400.00	$87,600.00	33 %	$0.00	$350,000.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
Watershed Program Manager	$70,000.00	40	4.67	36	$9,800.00
Watershed Program Technician	$42,000.00	40	3.02	36	$3,800.00
Motor Equipment Operator- 2 in title	$52,000.00	40	4.81	36	$15,000.00
FLCC Student Volunteers- 10 volunteers	$2,000.00	40	3.3	36	$2,000.00
				Subtotal	$30,600.00
TOTAL FRINGE					
					$13,000.00
				PERSONAL SERVICES TOTAL	$43,600.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Engineering Consultant - to be determined	$47,000.00
Private Construction Contractor/Municipal Assistance - to be determined	$186,400.00
TOTAL	$233,400.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
Excavator	$14,600.00
Bulldozer	$7,700.00
10-wheeler truck	$11,700.00
TOTAL	$34,000.00

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
Supplies and Materials	$39,000.00
TOTAL	$39,000.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Finger Lakes Community College Water Quality Flood Resiliency and Habitat Enhancement Project

CONTRACTOR SFS PAYEE NAME: ONTARIO COUNTY OF

CONTRACT PERIOD: From: 04/01/2018

To: 03/31/2021

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The goal of this project is to improve water quality, flood resiliency and habitat value in the Fall Brook subwatershed of Canandaigua Lake. To achieve these goals, the project will reconnect Fall Brook to the floodplain and enhance, create and expand wetlands. The project area will cover an approximately 17 acre area on the Finger Lakes Community College campus. Local match will be provided by numerous agencies and organizations. Ontario County will provide in-kind services by staff for operating equipment and will also donate equipment usage for project construction. The Town of Canandaigua will provide in-kind assistance as needed. FLCC students will provide volunteer time for planting native species. Watershed Council staff will provide in-kind services for project planning, construction inspections, stabilization and plantings. The Canandaigua Lake Watershed Association, a citizens group, will provide cash for use as local match.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 Improve water quality, flood resiliency and habitat value in Fall Brook

Tasks

1 Develop final engineered design - Ontario County will hire a private engineering firm to take the conceptual designs to final engineering designs.

Performance Measures

1 Hire engineering firm - Hire engineering firm

2 Work with engineer to complete final designs within 8 months - Engineering firm will complete the field work necessary for the final designs and will complete final designs within 8 months of their hire date.

Tasks

2 Obtain permits and approvals - Ontario County and Watershed Council will work with the project partners to obtain all of the necessary permits and approvals.

Performance Measures

1 Obtain permits - Ontario County and Watershed Council will work with project partners to complete and submit a Joint Application to NYS DEC and Army Corps of Engineers and will work with permitting agencies to obtain necessary permits.

2 Obtain all other approvals - Ontario County and Watershed Council will complete the SEQR and SHPO review processes, as necessary.

Tasks

3 Construct project - Ontario County will utilize their staff along with a private construction contractor/municipal assistance to construct the project. Watershed Council will provide construction inspections. The Town of Canandaigua will provide construction assistance, as necessary.

Performance Measures

1 Select private construction contractor/municipality for assistance - Ontario County will utilize a private construction contractor and/or municipal assistance to construct the project.

2 Construct/install all project components - Ontario County will work with contractors/partners to install berms, swales, outlet control structures, and other project components as per final designs, along with necessary erosion and sediment control measures. Once the site is stabilized, in-stream work will be completed to make the project functional.

3 Stabilize site and plant native plants - Ontario County and Watershed Council will work with project partners to ensure all disturbed areas are stabilized and will plant native plants.

4 Inspect site and finalize construction/plantings - Ontario County and Watershed Council will inspect the site during high flow events to ensure the project is working as planned and will assess the mortality of native plantings. Adjustments and additional plantings will be completed as necessary.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. **PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 25 percent (25%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[X] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Attachment E – Signage

Acknowledgement of Funding Source

Communications to the Public

The Department will require that grant recipients acknowledge in any communication to the public that funding was provided from the Environmental Protection Fund and include the following:

- Source of Funding: NYS Environmental Protection Fund (EPF) administered by the New York State Department of Environmental Conservation (NYSDEC)
- Project Name and Project Sponsor

WQIP Signage Requirements

The Department will require project signs for projects meeting the following criteria:

- All Wastewater Treatment Improvement projects
- Nonpoint Source Abatement and Control and Aquatic Habitat Restoration grant awards totaling more than $50,000.

All signs should be constructed in accordance with the specifications identified in Attachment 1.

The Department may, in its discretion, waive this requirement if the sign cannot be reasonably maintained, the sign is not consistent with other laws, or the location of the sign would not provide a public purpose.

The project sign should be maintained from the start of construction until 90 days after closeout of the project.

The cost of the project sign is a reimbursable project cost and should be included in the materials category for the project budget.

NEW YORK
STATE OF
OPPORTUNITY™

Department of
Environmental
Conservation

ENVIRONMENTAL PROTECTION FUND
Water Quality Improvement Project

PROJECT NAME
LOCAL PROJECT SPONSOR

Webpage Text (Updated 1/6/15)

ENVIRONMENTAL PROTECTION FUND PROJECT SIGN SPECIFICATIONS

Size: Horizontal format - 48" wide by 24" high.

Construction Materials: Aluminum blank sign boards with vinyl sheeting.

Inserts: "Project Name", and "Local Project Sponsor" indicate position, size and topography for specific project names and sponsor to be inserted.

Color Scheme:

NYS logo and text – "DEPARTMENT OF ENVIRONMENTAL CONSERVATION" – Pantone 350 C

TEXT:

Environmental Protection Fund	PMS3005 C
Water Quality Improvement Project	PMS3005 C
Project Site Name/Local Project Sponsor	Pantone 350 C

Type Specifications: All type is Arial 540, with the exception of the logo type.
Format is: center each line of copy with small caps and initial caps.

Production Notes: 48" wide x 24" high aluminum blanks will be covered with vinyl sheeting to achieve background color. Copy and logo will be silk screened on this surface.

Time Period: From start of Construction until 90 days after closeout of the project.

Grant recipients must provide a project name and the local project sponsor to be inserted on the sign.

Schedule "B"

This "Schedule B" consists of (1) proof of Workers' Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) these Schedule "B" Instructions. Proof of insurance is usually in the form of an insurance ACORD Certificate that shall be provided **by the Vendor/Contractor/Consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

ANY change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. A written explanation of change or waiver shall be provided if it has been granted.

Workers' Compensation and Disability Insurance:

Vendor/Contractor/Consultant shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor/Contractor/Consultant is not required to have these types of insurance, **the Vendor/Contractor/Consultant** must provide to the County a form CE-200, which can be filled out on the State's website at www.wcb.state.ny.us.

Liability Insurance

The type and limits of liability insurance required by a particular vendor/contractor/consultant are contained in the attached chart. On the chart, check the appropriate category for the particular vendor/contractor/consultant.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant shall provide an ACORD Insurance Certificate that indicates compliance with the requirements and further contains ALL of the following:

a. All insurance certificates must be on a New York approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.

b. The proper ACORD form must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant, which must match the Vendor/Contractor/Consultant name on the Agreement.

c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor/Contractor/Consultant provides services to minors 0 to 18 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

d. With respect to contracts where professional liability is required, the Vendor/Contractor/Consultant shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a "tail policy").

c. All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an "additional insured" (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.

d. "Certificate Holder" shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the Agreement.

e. The Description of Operations must say "Vendor/Contractor/Consultant services provided as per contract with Ontario County."

Notice of Non-renewal, Change, or Cancellation

Vendor/Contractor/Consultant shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

Proof of Insurance

All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

Limitation of Liability

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor's/Contractor's/Consultant's liability.

Waiver of Subrogation

Vendor/Contractor/Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor/Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Vendor/Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

Vendor/Contractor/Consultant's insurance shall be primary and the County's self-insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurance	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Fire Damage	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
General Aggregate	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Product Comp/Op	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Personal & Adv. Injury			$ 1,000,000.00	$ 1,000,000.00			
Auto Liability	$1,000,000 CSL	***	***	***	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	$ 1,000,000.00				$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Hired	$ 1,000,000.00				$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Non-Owned	$ 1,000,000.00				$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Workers Compensation & Employers Liability	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD- http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of $1,000,000 Combined Single Limit

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

a) be legally exempt from obtaining workers' compensation insurance coverage; or
b) obtain such coverage from insurance carriers; or
c) be a Board-approved self-insured employer; or
d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST** provide **ONE** of the following forms to the government entity issuing the permit or entering into a contract:
A) Form CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form C-105.2, *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note**: The State Insurance Fund provides its own version of this form, the U-26.3; or
C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

a) be legally exempt from obtaining disability benefits insurance coverage; or
b) obtain such coverage from insurance carriers; or
c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:
A) CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) DB-120.1, *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**
C) DB-155, *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).
NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.
https://www.businessexpress.ny.gov/ or
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

DIGITAL SIGNATURE PAGE

ATTACHMENT 11

PETITION TO AMEND THE OFFICIAL ZONING MAP

To the Town Board of the Town of Canandaigua, Ontario County, New York

MIXED USE OVERLAY DISTRICT

1. Name and Address of the Applicant: Venezia Group LLC
5120 Laura Lane Canandaigua 14424
Applicant Telephone and E-mail Address: 585-396-3267 rocco@veneziasurvey.com

2. Name and Address of Applicant's Attorney (if applicable): n/a

Attorney Telephone and E-mail Address:

TOWN OF CANANDAIGUA
TOWN CLERK
RECEIVED
MAY 27 2020
RECEIVED

3. Interest of Applicant in Property: owner

4. Name and Address of Property Owner, if different :

Owner Telephone and E-mail Address:

5. Subject Property Address and Tax Map Number: 2361 Brickyard Rd
TM# 70.00-1-67.111

6. Current Zoning and MUO Classification: Industrial

7. Requested Amended Zoning Classification: MUO (Uptowne)

8. Existing Land Use and/or Buildings: Vacant Agricultural

9. Proposed Land Use and/or Buildings: Residential

Signature of Applicant / Date: 5/27/20

OFFICE USE ONLY

Date Filed: 5/27/2020 Date Referred to Planning Board:

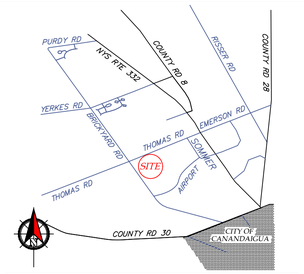
Planning Board Action:

Publication: (dates) (location)

Notice Mailing Date (attach mailing list):

Hearing: (date) (time) (location)

Order:



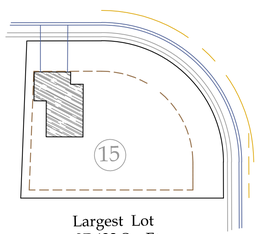
Vicinity Map N.T.S.

Existing Zoning is I Industrial
Minimum Lot Size: 1 Acre
Minimum Lot Width: 175 FT
Front Setback: 50 FT.
Rear Setback: 40 FT.
Side Setback: 25 FT.
Maximum Building Height = 48 FT.
Maximum Building Coverage on Lot = 30%

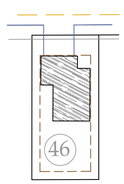
Front Eleavtion proposed patio home

" Unauthorized alteration or addition to a map bearing a Licensed Professional Engineer's or Professional Land Surveyor's seal in any way is a Violation of Section 7209

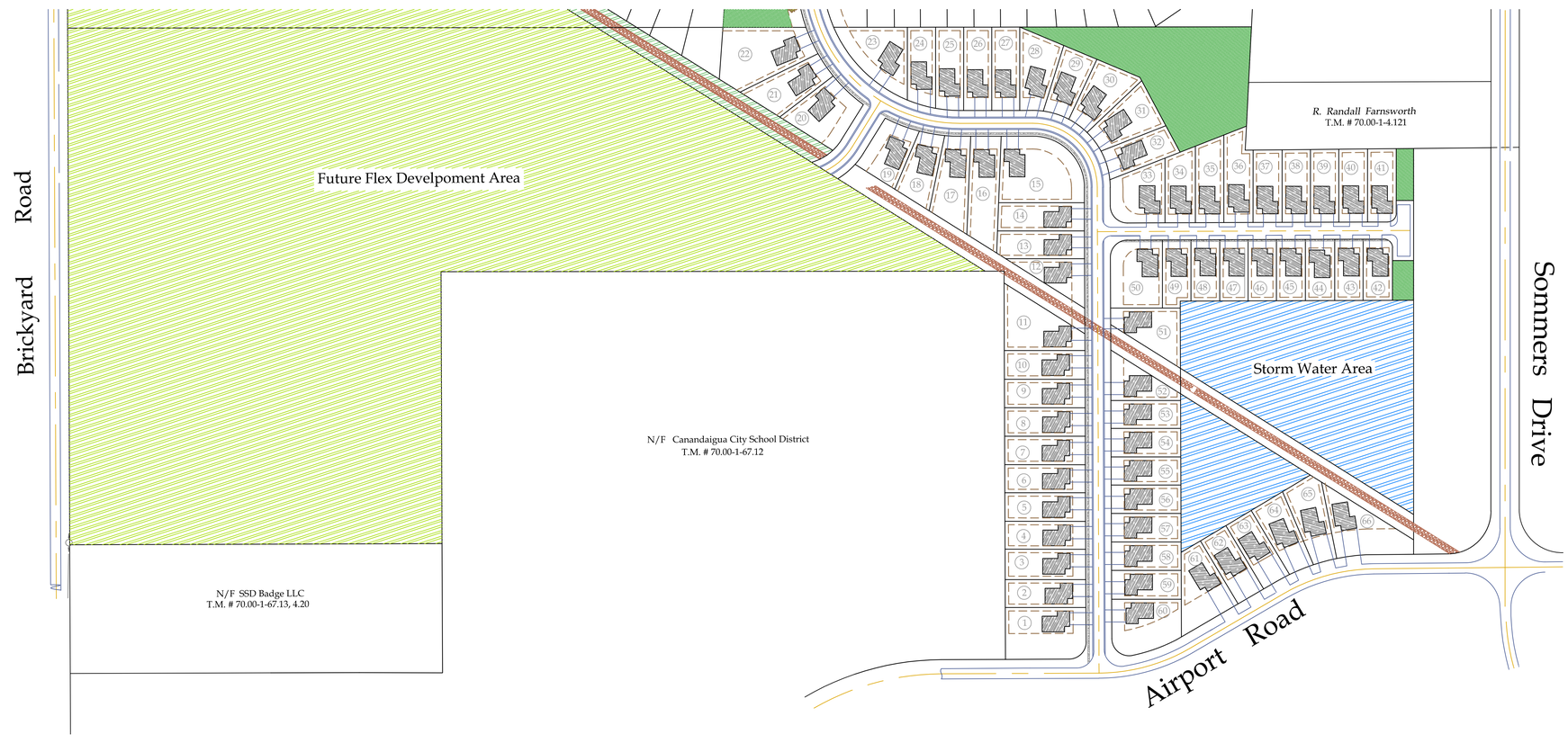
" Copyright 2020" Venezia & Associates. All rights reserved unauthorized duplication is a violation of all applicable laws"



Largest Lot
27,433 Sq. Ft



Smallest Lot
9,397 Sq. Ft



Parcel Info.

Lot #	Area	Frontage	Depth
1	22,281 Sq. Ft	120.90'	188.00'
2	12,205 Sq. Ft	64.99'	187.80'
3	13,301 Sq. Ft	70.83'	187.80'
4	12,205 Sq. Ft	67.99'	187.80'
5	12,495 Sq. Ft	66.54'	187.80'
6	12,293 Sq. Ft	65.46'	187.80'
7	12,453 Sq. Ft	66.31'	187.80'
8	12,476 Sq. Ft	66.44'	187.80'
9	12,444 Sq. Ft	66.26'	187.80'
10	12,605 Sq. Ft	67.12'	187.80'
11	12,605 Sq. Ft	39.08'	187.80'
12	10,638 Sq. Ft	115.67'	183.94'
13	13,065 Sq. Ft	64.71'	202.70'
14	13,244 Sq. Ft	64.71'	199.99'
15	27,433 Sq. Ft	297.37'	199.91'
16	17,789 Sq. Ft	71.00'	228.94'
17	15,586 Sq. Ft	60.39'	178.97'
18	12,167 Sq. Ft	60.15'	146.96'
19	12,963 Sq. Ft	85.23'	146.96'
20	16,897 Sq. Ft	97.02'	157.25'
21	14,308 Sq. Ft	54.72'	202.68'
22	24,395 Sq. Ft	67.44'	193.62'
23	18,379 Sq. Ft	247.26'	171.55'
24	11,893 Sq. Ft	68.73'	169.72'
25	12,608 Sq. Ft	65.70'	189.13'
26	12,689 Sq. Ft	65.31'	194.27'
27	12,677 Sq. Ft	65.25'	194.27'
28	14,176 Sq. Ft	54.98'	160.26'
29	11,322 Sq. Ft	62.66'	154.32'
30	13,692 Sq. Ft	52.66'	175.65'
31	14,249 Sq. Ft	54.36'	162.42'
32	11,607 Sq. Ft	70.18'	176.02'
33	15,746 Sq. Ft	211.08'	150.84'

Lot #	Area	Frontage	Depth
34	11,659 Sq. Ft	70.83'	178.38'
35	12,666 Sq. Ft	66.23'	204.13'
36	13,804 Sq. Ft	68.08'	168.67'
37	11,419 Sq. Ft	67.61'	169.11'
38	11,162 Sq. Ft	65.92'	169.54'
39	11,218 Sq. Ft	66.09'	169.97'
40	11,406 Sq. Ft	66.64'	170.41'
41	11,285 Sq. Ft	66.44'	170.41'
42	9,656 Sq. Ft	68.35'	142.55'
43	9,441 Sq. Ft	66.23'	142.55'
44	9,704 Sq. Ft	68.08'	142.55'
45	9,638 Sq. Ft	67.61'	142.55'
46	9,397 Sq. Ft	65.92'	142.55'
47	9,420 Sq. Ft	66.09'	142.55'
48	9,553 Sq. Ft	67.02'	142.55'
49	10,149 Sq. Ft	66.48'	158.70'
50	18,825 Sq. Ft	262.33'	120.66'
51	14,502 Sq. Ft	38.44'	191.90'
52	12,963 Sq. Ft	85.23'	146.96'
53	10,539 Sq. Ft	64.99'	162.16'
54	10,790 Sq. Ft	66.54'	162.16'
55	10,615 Sq. Ft	65.46'	162.16'
56	10,753 Sq. Ft	66.31'	162.16'
57	10,773 Sq. Ft	66.44'	162.16'
58	10,745 Sq. Ft	66.26'	162.16'
59	10,885 Sq. Ft	67.12'	162.16'
60	18,876 Sq. Ft	285.33'	162.16'
61	17,487 Sq. Ft	54.98'	152.68'
62	11,824 Sq. Ft	68.98'	171.83'
63	11,894 Sq. Ft	69.02'	173.92'
64	12,928 Sq. Ft	60.34'	184.82'
65	14,597 Sq. Ft	56.02'	181.46'
66	19,204 Sq. Ft	169.08'	181.46'

Legend

- Iron pin or pipe found
- Iron pin set
- Drill hole
- Utility pole
- P.K. nail found
- P.K. nail set
- Concrete Monument
- Benchmark
- Utility lines
- R.O.W. line
- Property lines
- Centerline

Revisions

NO.	Date	Description	By

This is to certify that I am a Licensed Land Surveyor and that this plan was completed on March 12, 2020. from notes of an instrument survey performed on Nov. 2019.

STATE OF NEW YORK · ROCCO A. VENEZIA · NO. 049761 · Licensed Land Surveyor

Rocco A. Venezia
License No. 049761 signed

File# 2019 Thomas

Conceptual Plan MUO District lands owned by Farchione and Billitier

T.m. # 70-1-67.111
Scale 1"= 150'

Developer
Venezia Group
5120 Laura Lane
Canandaigua NY 14424

Showing Land
at
Thomas Road
2361 Brickyard Road
Town of Canandaigua
County of Ontario State of New York

VENEZIA
LAND SURVEYORS AND CIVIL ENGINEERS
5120 Laura Lane Canandaigua New York, 14424
www.veneziasurvey.com (585)396-3267 Fax. No. (585) 396-0131 E-mail rocco@veneziasurvey.com

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Uptowne Pointe		
Project Location (describe, and attach a general location map): North Side Airport Road Canandaigua		
Brief Description of Proposed Action (include purpose or need): Proposed 67 lot subdivision		
Name of Applicant/Sponsor: Venezia Group LLC	Telephone: 585-396-3267 E-Mail: rocco@veneziasurvey.com	
Address: 5120 Laura Lane		
City/PO: Cananadaigua	State: NY	Zip Code: 14424
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Planning Board Appproval	
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☑Yes☐No	County Sewer approval	
f. Regional agencies ☐Yes☐No		
g. State agencies ☐Yes☐No		
h. Federal agencies ☐Yes☐No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):

Town of Canandaigua MUo District

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Mixed use Overlay

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Industrial

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?
Ontario County Sherriff

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

d. What parks serve the project site?
Outhouse Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 60 acres
b. Total acreage to be physically disturbed? 20 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 120 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☑ Yes ☐ No
iii. Number of lots proposed? 67
iv. Minimum and maximum proposed lot sizes? Minimum 9,000 Maximum 20,000

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 3
- Anticipated commencement date of phase 1 (including demolition) 12 month 2021 year
- Anticipated completion date of final phase 12 month 2024 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	20			
At completion of all phases	67			

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☑ No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: _____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 6700 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: Canandaigua Farmington Water
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 6700 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary Sewer Outflow

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: City of Canandaigua Sewer Plant
- Name of district: Ontario County Lake Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 10 acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Roadside Ditches

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☑No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☑No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

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

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

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☑ Morning ☐ Evening ☐Weekend

☑ Randomly between hours of 7 to 9.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Front Yard Light Posts

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☑ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☑ Industrial ☐ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☑ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0		10
• Forested	20		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0		
• Agricultural (includes active orchards, field, greenhouse etc.)	40	0	40
• Surface water features (lakes, ponds, streams, rivers, etc.)	0		
• Wetlands (freshwater or tidal)	0		
• Non-vegetated (bare rock, earth or fill)	0		
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☑ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 20 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Collamer Silt Loam	33 %
Lakemont Silty Clay Loam	33 %
Odessa Silt Loam	34 %

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

e. Drainage status of project site soils:
☑ Well Drained: 20 % of site
☑ Moderately Well Drained: 80 % of site
☐ Poorly Drained ____ % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____ % of site
☐ 15% or greater: ____ % of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:
Deer
Turkey

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No
If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

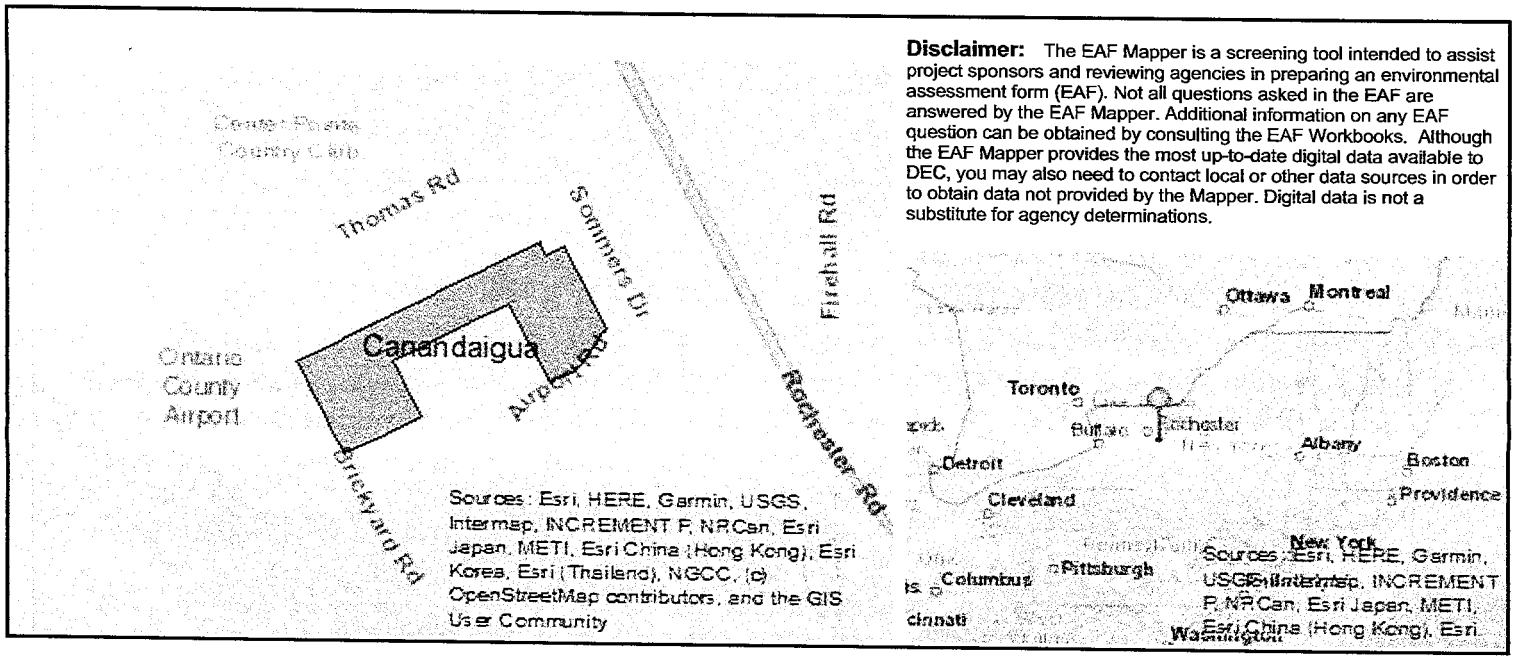
Applicant/Sponsor Name Rocco A. Venezia Date 6/4/2020

Signature _____ Title Owner

PRINT FORM

EAF Mapper Summary Report

Thursday, June 04, 2020 9:58 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Town of Canandaigua
5440 Routes 5 & 20 West • Canandaigua, NY 14424 • (585) 394-1120
Established 1789

ZONING LAW STATEMENT

PROPERTY OWNER: BILLITIER, RONALD J & FARCHIONE, THOMAS J

PROPERTY ADDRESS: 2361 Brickyard Rd

TAX MAP NUMBER: 70.00-1-67.111

ZONING DISTRICT: I

DETERMINATION REFERENCE:

- Official Zoning Map of the Town of Canandaigua dated 12/2017 and signed by the Town Clerk on 01/30/2018.
- Town of Canandaigua Local Law No.6 of 2019
- Plans titled "Conceptual Plan MUO District lands owned by Farchione and Billitier" by Venezia Land Surveyors and Civil Engineers, dated 03/12/2020, no revisions noted, received by the Town on 06/04/2020.
- Petition to Amend the Official Zoning Map, dated 05/27/2020, received by the Town on 05/27/2020.

DETERMINATION:

- Subject property lies within the MUO Overlay District 1.

DATE: 6/5/2020 BY: Eric Cooper – Planner

CPN- 20-031

NYS Town Law, Section 267-a(5)(b), an appeal may be made to the ZBA within 60 days of the date of this determination.

c: Project Binder;
Property Owner;
Town Clerk;
Property File

TOWN OF CANANDAIGUA
TOWN CLERK
RECEIVED
JUN 05 2020
RECEIVED
LR

ATTACHMENT 12

GENERAL RELEASE

In consideration of the sum of SIX HUNDRED SIXTY-ONE DOLLARS AND NINTEEN CENTS ($661.19) to be **paid** to CARMERIE JENSEN, receipt of which is hereby acknowledged, and the promises and agreements contained herein,

CARMERIE JENSEN

hereby releases the TOWN OF CANANDAIGUA, its successors and/or assigns, agents, and/or employees, and all other persons, trusts, firms, corporations, associations or partnerships in any way affiliated with the TOWN OF CANANDAIGUA from any and all causes of action, suits, claims, damages, judgments and demands of whatever kind, and at whatever date, including but not limited to personal injury, medical expenses, property damage, loss of consortium, arising from, either directly or indirectly, from Carmerie Jensen's fall that occurred at Onanda Park on or about January 21, 2017.

CARMERIE JENSEN further agrees that the payment to them of the consideration recited herein does not constitute an admission of any liability by the TOWN OF CANANDAIGUA and that the TOWN OF CANANDAIGUA expressly denies any liability. The payment in settlement and compromise is made to terminate further controversy respecting the occurrence.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 2020.

_____
CARMERIE JENSEN

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

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared CARMERIE JENSEN, known to me or proved to me on the basis of satisfactory evidence to be the same individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ATTACHMENT 13

RESTATED CERTIFICATE OF INCORPORATION

OF

CHESHIRE VOLUNTEER FIRE DEPARTMENT, INC.

Under Section 805 of the New York Not-for-Profit Corporation Law

FIRST: The name of the Corporation is Cheshire Volunteer Fire Department, Inc.

SECOND: The Certificate of Incorporation of the Corporation was filed by the Department of State on June 22, 1948 and was amended on October 15, 1993 (together, the "Original Certificate"). The Corporation was formed under the New York Membership Corporation Law.

THIRD: This Restated Certificate of Incorporation hereby amends and restates the provisions of the Original Certificate to effect the following changes which are authorized by the Not-for-Profit Corporation Law: (i) to add language clarifying that the Corporation is a corporation defined in subparagraph (a)(5) of §102 of the Not-for-Profit Corporation Law and is a charitable corporation under §201 of such law; (ii) to amend the territory of the Corporation; (iii) to add language related to required consent of the purposes of the Corporation; (iv) to add language related to the Corporation's exempt status; and (v) to renumber the sections accordingly. The text of the Original Certificate is hereby amended and restated in its entirety as follows:

CERTIFICATE OF INCORPORATION

OF

CHESHIRE VOLUNTEER FIRE DEPARTMENT, INC.

FIRST: The name of the Corporation is Cheshire Volunteer Fire Department, Inc.

SECOND: The Corporation is a corporation defined in subparagraph 5 of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

THIRD: The purposes for which the Corporation is formed are as follows:

A. To acquire and own fire apparatus for use by the Corporation in the protection of persons and property from injury, loss, damage or destruction by fire.

B. To own and acquire land and to construct and erect buildings for Corporate purposes and for the use of the members of the Corporation in connection with the housing of fire apparatus and for the providing of a place of meeting for the members of the Corporation.

C. To take over, carry on, and continue the affairs, property obligations, business and objectives of the unincorporated association known as the "Cheshire Volunteer Fire Department" of Canandaigua, Ontario County, New York, R.F.D.

FOURTH: The territory in which the Corporation's operations are principally to be conducted, and which is referred to as the Corporation's primary protection districts, lies within the corporate limits of the Town of Canandaigua and the Town of South Bristol and, in reference to the roads which are included in the districts, is more specifically described as follows: Bliss Road (House #5310 through House #5530, House #5530 through House #5720), County Road 16 (House #3270 through House #3630, House #3650 through House #3855, House #3855 through House #4380, House #4380 through House #4640, House #4640 through House #4990, House #4990 through House #5300, House #5860 through House #6000), West Lake Road, Nott Road (House #5220 through House #5410, House #5410 through House #5670), Dixon Road, Fox Road, Bristol Cross Road (House #4380 through House #4580), Old Brookside Lane (House #3080 through House #3110), Kear Road (House #4609 through House #4649), Kear Road Extension, Peg Rayburn Drive (House #4840 through House #5050), Middle Cheshire Road (House #3200 through House #3270, House #3271 through House #3739, House #3820 through House #4380, House #3740 through House #4230, House #4381 through House #4600), Woolhouse Road (House #3400 through House #4230), Strawberry Lane (House #5540 through House #5575, Route 5 and 20 (House #5050 through House #5319, House #5040 through House #5319, House #5320 through House #5800), Parrish Street (House #5140 through House #5310), Hammocks Drive (House #1000 through House #9100), Cornell Road (House #5100 through House #5135), State Route 21 (House #3101 through House #3200, House #3200 through House #3600, House #3600 through House #4230, House #4231 through House #4316, House #4316 through House #5130, House #5130 through House #5400), Fossil Drive (House #5551 through House #5585), East Ruskin Lane (House #5030 through House #5055), Quincey Circle (House #5170 through House #5190) Beacon Hill (House #5188 through House #5200), Wyffels Road (House #4900 through House #5030, House #5030 through House #5220), Cheshire Glen Road (House #5060 through House #5170), Abbey Road (House #3200 through House # 3310), Logan Lane (House #5550 through House #5585), Lacrosse Circle (House #3725 through House #3739), Outhouse Road (House #2500 through House #3100), Irish Settlement (House #5280 through House #5290), Conifer Drive (House #2883 through House #2960), West Saddleback Road (House #3660 through House #3700, Upper Saddleback, Keister Road (House #4200 through House #4300), Emerald Hill Circle (House #4300 through House #4330), Timber Wind Drive (House #4651 through House #4799), Chatham Lane (House #3852 through House #3932), Dandelion Trail (House #3299 through House #3335), Daisy Way (House #3200 through House #3225), Pond View Way (House #5210 through House #5230), Charing Cross (House #3930 through House #3945), Whitecliff Drive (House #5180 through House #5270), Rileys Run (House # 3890 through House #3960), Saint James Parkway (House #3981 through House #4065), Arbor Hill Drive (House #3940 through House #3970), Sammys Way (House #5220 through House #5240), Sage Terrace (House #5140 through House #5160), Labrador Lane (House #4330 through House #4340), Fox Ridge, Crescent Hill (House #5180 through House #5210), Fieldstone Trail (House #5150 through House #5170), Park Meadow Lane (House #5140 through House #5230), Therese Road, Overlook Lane (House #5120 through House #5250), Quail Summit (House #1 through House #400), Crescent Circle (House #4900 through House #5030), Parrish Street Extension (House #5050 through House #5140), Ashton Place (House #4840 through House #4860), Clark Meadows Way (House #1 through House

#300, House #5025 through House #5050), Cramer Road (House #4020 through House #5480), Ketchum Road (House #5820 through House #6300), Ferris Hills (House #1 through House #400), Ketchum Road (House #6301 through House #6309), Lake Hill Drive (House #4197 through House #4350), Summit View (House #3630 through House #3700), Rochester Point Drive (House #5475 through House #5505), Summerwind Drive (House #4740 through House #4755), South Menteth Drive (House #4735 through House #4763), Menteth Drive (House #5265 through House #5290), North Menteth Drive (House #4685 through House #4715), Red Fox Drive (House #5245 through House #5280), Cedar Cliff Drive (House #4590 through House #4620), Vista Drive (House #4530 through House #4571), Steep Drive (House #4560 through House #4590), Chosen Spot Drive (House #4380 through House #4415), Tichenor Point Drive (House #4320 through House #4360), Onnalinda Drive (House #4060 through House #4140), Deuel Road (House #4220 through House #4850), Knapp Road (House #5860 through House #6300, House #6172 through House #6300), Wells Curtice Road (House #4330 through House #4340, House #5250 through House #5600), Walnut Cove Drive (House #4960 through House #4993), Station House Drive (House #4958 through House #4990), Island View Drive (House #4960 through House #4990), Black Point Drive (House #5275 through House #5385), West Ridge Run (House #4960 through House #5120), West Avenue Extension (House #5200 through House #5320), Bristol Road (House #5100 through House #5225), Dugway Road (House #6110 through House #6300), Knapp Road (House #4301 through House #4409), County Road 32 (House #5310 through House #5800, House #5800 through House #6300), Lakeview Lane (House #3459 through House #3515), Hollow Tree Drive (House #5431 through House #5439), Woodvine Rise (House #6000 through House #6046), Buffalo Street Extension (House #5300 through House #5760), Goodale Road (House #5590 through House #6300), Old West Lake Road (House #5060 through House #5080, House #5260 through House #5800), Hillcrest Drive (House #4930 through House #4980), Sagamore Hills Drive (House #5120 through House #5210), Rock Oak Hill Road (House #5480 through House #5540), West Ruskin Lane (House #5188 through House #5238), Bramble Wood Trail (House #4900 through House #4930), East Ridge Run (House #3520 through House #3642), Davidson Landing Drive (House #4440 through House #4545), East Saddleback Road (House #3660 through House #3716), West Cedarbush Drive (House #3215 through House #3255), Springbush Drive (House #5118 through House #5137), East Cedarbush Drive (House #3128 through House #3158), Lake Breeze Way (House #3600 through House #3652), Bedford Drive (House #4856 through House #4880), Timberline Drive (House #3680 through House #3734), Fisher Hill Road (House #6180 through House #6299), Laura Lane (House #5100 through House #5220), Hunters Way (House #3640 through House #3650), Lucas Road (House #5600 through House #5750), Foster Road (House #5020 through House #5360), Goff Road (House #5940 through House #6300), Monks Road (House #5800 through House #6110), Sunrise Circle (House #4918 through House #4930), Moran Road (House #5690 through House #6000), West Lake Boulevard (House #3395 through House #3443), West Street (House #3085 through House #3240), Sunflower Drive (House #5310 through House #5360), Misty Hill Drive (House #4585 through House #4619), Smith Road (House #5750 through House #6050), Silvernail Drive (House #5000 through House #5200), Adams Drive (House #4920 through House #4980), Waters Edge Drive (House #4955 through House #4980), Seneca Point Road (House #4710 through House #5399), Acorn Hill Drive (House #3890 through House #3980), Barnes Road (House #5500 through House #5820), Rossier Road (House #5510 through House #6300), Bunnell Road (House #5600 through House #5750), Grimble Road (House #6029 through House #6299), Hickox Road (House #3060

through House #3600), Saddleback Road (House #3700 through House #3715), Butler Road (House #4870 through House #5120), Island Beach Drive (House #4940 through House #4985), Hopkins Road (House #3400 through House #3480), Coye Road (House #5150 through House #5410), Johnson Road (House #5360 through House #5490), Jones Road (Houses #5840 through House #6150), Harvest View (House #7001 through House #7045).

The roads which are included in the Town of South Bristol are as follows: Spyglass Hill (House #1 through House #5500), Seneca Point Road (House #5400 through House #5670), Hagen Trail (House #5521 through House #5535), Jones Way (House #5537 through House #5549), Seneca Point Road (House #5400 through House #5410, House #5670 through House #5740), Golfside Circle (House #0 through House #30), North Hillside Trail (House #5600 through House #5600), Medalist Lane (House #6001 through House #6060), Harbour Drive (House #5830 through House #5840), Coye Road (HOUSE #5150 through House #5410), Shore Drive (House #5670 through House #5700), Lakewood Trail (House #5540 through House #5580), Hicks Road (House #5920 through House #6117), Almond Drive (House #5660 through House #5760), Applewood Drive (House #5690 through House #5720), Vardon Drive (House #5520 through House #5580), Lochcrest Circle (House #5575 through House #5590), Hillside Drive (House #1 through House #10), Blake Acres (House #5750 through House #5780), Villa Drive (House #5876 through House #5902), Cliffside Drive (House #1 through House #5550), Evergreen Way (House #5823 through House #5839), Hogan Lane (House #5547 through House #5553), Terrace Drive (House #1 through House #24), Seneca Hill Road (House #5400 through House #5600), Bristol Harbour Boulevard (House #5870 through House #6000), Harbour Lane (House #1 through House #12), Storm Haven (House #5740 through House #5820), Andrews Way (House #1 through House #35).

FIFTH: The Corporation is formed to engage in an activity or for a purpose requiring consent or approval of a state official, department, board, agency or other body. Such consent or approval is attached.

SIXTH: The Corporation is a charitable corporation under Section 201 of the Not-for-Profit Corporation Law.

SEVENTH: The office of the Corporation is to be located in the County of Ontario, State of New York.

EIGHTH: The following language relates to the Corporation's tax-exempt status and is not a statement of purposes and powers. Consequently, this language does not expand or alter the Corporation's purposes or powers set forth in Article THIRD.

A. The purposes of the Corporation set forth in Article THIRD are intended to be exclusively charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"), and the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

B. No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, director, or officer of the Corporation, or any private individual (except that

reasonable compensation may be paid for services rendered to or for the Corporation relating to one or more of its purposes), and no member, trustee, director, or officer of the Corporation nor any private individual shall be entitled to share in the distribution of any of the Corporate assets on dissolution of the Corporation.

C. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except to the extent permitted under Section 501(h) of the Code), and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office, except to the extent such activities may be carried on by an organization described in Section 501(c)(3) of the Code.

D. In the event of dissolution of the Corporation, all of the remaining assets and property of the Corporation shall, after necessary expenses thereof, be distributed for one or more purposes as shall qualify under Section 501(c)(3) of the Code, or to the federal government or to a State or local government for a public purpose, or to such organizations as shall qualify under Section 501(c)(3) of the Code, or to another organization to be used in such manner as in the judgment of the Attorney General or a Justice of the Supreme Court of the State of New York or the New York State Attorney General will best accomplish the general purposes for which this Corporation was organized.

E. In any taxable year in which the Corporation is a private foundation, as described in Section 509(a) of the Code, the Corporation shall distribute its income for that year at such time and manner as not to subject it to tax under Section 4942 of the Code, and the Corporation shall not: (i) engage in any act of self-dealing as defined in Section 4941(d) of the Code; (ii) retain any excess business holdings as defined in Section 4943(c) of the Code, (iii) make any investments in such a manner as to subject the Corporation to tax under Section 4944 of the Code; or (iv) make any taxable expenditures as defined in Section 4945(d) of the Code.

NINTH: The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is 4255 Route 21 South, Canandaigua, New York 14424.

TENTH: This amendment to and restatement of the Certificate of Incorporation was duly adopted by the members of the Corporation in accordance with the applicable provisions of Section 802 of the Not-for-Profit Corporation Law.

[*Signature page follows*]

IN WITNESS WHEREOF, we have made and signed this certificate of amendment this ___ day of _____, 2020 and affirm that the statements made herein are true under the penalties of perjury.

_____
ROBERT FINGER, PRESIDENT

_____
DEBORAH SPEED, SECRETARY

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
CATHY MENIKOTZ, SUPERVISOR

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
GARY DAVIS, Canandaigua Town Board

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
LINDA DWORACZYK, Canandaigua Town Board

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
TERRY FENNELLY, Canandaigua Town Board

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
JARED SIMPSON, Canandaigua Town Board

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of South Bristol, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
DANIEL MARSHALL, SUPERVISOR

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of South Bristol, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
STEPHEN COWLEY, South Bristol Town Council

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of South Bristol, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
DONNA GOODWIN, South Bristol Town Council

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of South Bristol, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
JAMES STRICKLAND, South Bristol Town Council

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of South Bristol, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
SCOTT WOHLSCHLEGEL, South Bristol Town Council

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

RESTATED CERTIFICATE OF INCORPORATION

OF

CHESHIRE VOLUNTEER FIRE DEPARTMENT, INC.

Under Section 805 of the New York Not-for-Profit Corporation Law

FIRST: The name of the Corporation is Cheshire Volunteer Fire Department, Inc.

SECOND: The Certificate of Incorporation of the Corporation was filed by the Department of State on June 22, 1948 and was amended on October 15, 1993 (together, the "Original Certificate"). The Corporation was formed under the New York Membership Corporation Law.

THIRD: This Restated Certificate of Incorporation hereby amends and restates the provisions of the Original Certificate to effect the following changes which are authorized by the Not-for-Profit Corporation Law: (i) to add language clarifying that the Corporation is a corporation defined in subparagraph (a)(5) of §102 of the Not-for-Profit Corporation Law and is a charitable corporation under §201 of such law; (ii) to amend the territory of the Corporation; (iii) to add language related to required consent of the purposes of the Corporation; (iv) to add language related to the Corporation's exempt status; and (v) to renumber the sections accordingly. The text of the Original Certificate is hereby amended and restated in its entirety as follows:

CERTIFICATE OF INCORPORATION

OF

CHESHIRE VOLUNTEER FIRE DEPARTMENT, INC.

~~PURSUANT TO TEE MEMBERSHIP CORPORATIONS LAW~~

~~We, the undersigned, a committee of the Cheshire Volunteer Fire Department of Canandaigua, New York, R. F. D., an unincorporated association, not organized for pecuniary profit, having b been duly authorized to incorporate the said association and 89 desiring to form a corporation pursuant to Section 10 of the Membership Corporations Law of the State of New York, do hereby make, subscribe and acknowledge this Certificate as follows:~~**FIRST**: The name of the Corporation is Cheshire Volunteer Fire Department, Inc.

~~1. The name of the proposed corporation is:~~

~~CHESHIRE VOLUNTEER FIFE DEPARTMENT, INC.~~

SECOND: The Corporation is a corporation defined in subparagraph 5 of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

2. **THIRD**: The purposes for which said corporationthe Corporation is to.be 'formed are as follows:

A. A. To acquire and own fire apparatus for use by the Corporation in the protection of persons and property from injury, loss, damage or destruction by fire.

B. B. To own and acquire land and to construct and erect buildings for Corporate purposes and for the use of the members of the Corporation in connection with the housing of fire apparatus and for the providing of a place of meeting for the members of the Corporation.

C. To take over, carry on, and continue the affairs, property obligations, business and objectives of the unincorporated association known as the "Cheshire Volunteer Fire Department" of Canandaigua, Ontario County, New York, R. F. D. C. To take over, carry on, and continue the affairs, property obligations, business and objectives of the unincorporated association known as the "Cheshire Volunteer Fire Department" of Canandaigua, Ontario County, New York, R.F.D.

3. The territory in which its operations are principally to be conducted is: Within the corporate limits of the Town of Canandaigua, Ontario County, New York.

FOURTH: The territory in which the Corporation's operations are principally to be conducted, and which is referred to as the Corporation's primary protection districts, lies within the corporate limits of the Town of Canandaigua and the Town of South Bristol and, in reference to the roads which are included in the districts, is more specifically described as follows: Bliss Road (House #5310 through House #5530, House #5530 through House #5720), County Road 16 (House #3270 through House #3630, House #3650 through House #3855, House #3855 through House #4380, House #4380 through House #4640, House #4640 through House #4990, House #4990 through House #5300, House #5860 through House #6000), West Lake Road, Nott Road (House #5220 through House #5410, House #5410 through House #5670), Dixon Road, Fox Road, Bristol Cross Road (House #4380 through House #4580), Old Brookside Lane (House #3080 through House #3110), Kear Road (House #4609 through House #4649), Kear Road Extension, Peg Rayburn Drive (House #4840 through House #5050), Middle Cheshire Road (House #3200 through House #3270, House #3271 through House #3739, House #3820 through House #4380, House #3740 through House #4230, House #4381 through House #4600), Woolhouse Road (House #3400 through House #4230), Strawberry Lane (House #5540 through House #5575, Route 5 and 20 (House #5050 through House #5319, House #5040 through House #5319, House #5320 through House #5800), Parrish Street (House #5140 through House #5310), Hammocks Drive (House #1000 through House #9100), Cornell Road (House #5100 through House #5135), State Route 21 (House #3101 through House #3200, House #3200 through House #3600, House #3600 through House #4230, House #4231 through House #4316, House #4316 through House #5130, House #5130 through House #5400), Fossil Drive (House #5551 through House #5585), East Ruskin Lane (House #5030 through House #5055), Quincey Circle (House #5170 through House #5190) Beacon Hill (House #5188 through House #5200), Wyffels Road

(House #4900 through House #5030, House #5030 through House #5220), Cheshire Glen Road (House #5060 through House #5170), Abbey Road (House #3200 through House # 3310), Logan Lane (House #5550 through House #5585), Lacrosse Circle (House #3725 through House #3739), Outhouse Road (House #2500 through House #3100), Irish Settlement (House #5280 through House #5290), Conifer Drive (House #2883 through House #2960), West Saddleback Road (House #3660 through House #3700, Upper Saddleback, Keister Road (House #4200 through House #4300), Emerald Hill Circle (House #4300 through House #4330), Timber Wind Drive (House #4651 through House #4799), Chatham Lane (House #3852 through House #3932), Dandelion Trail (House #3299 through House #3335), Daisy Way (House #3200 through House #3225), Pond View Way (House #5210 through House #5230), Charing Cross (House #3930 through House #3945), Whitecliff Drive (House #5180 through House #5270), Rileys Run (House # 3890 through House #3960), Saint James Parkway (House #3981 through House #4065), Arbor Hill Drive (House #3940 through House #3970), Sammys Way (House #5220 through House #5240), Sage Terrace (House #5140 through House #5160), Labrador Lane (House #4330 through House #4340), Fox Ridge, Crescent Hill (House #5180 through House #5210), Fieldstone Trail (House #5150 through House #5170), Park Meadow Lane (House #5140 through House #5230), Therese Road, Overlook Lane (House #5120 through House #5250), Quail Summit (House #1 through House #400), Crescent Circle (House #4900 through House #5030), Parrish Street Extension (House #5050 through House #5140), Ashton Place (House #4840 through House #4860), Clark Meadows Way (House #1 through House #300, House #5025 through House #5050), Cramer Road (House #4020 through House #5480), Ketchum Road (House #5820 through House #6300), Ferris Hills (House #1 through House #400), Ketchum Road (House #6301 through House #6309), Lake Hill Drive (House #4197 through House #4350), Summit View (House #3630 through House #3700), Rochester Point Drive (House #5475 through House #5505), Summerwind Drive (House #4740 through House #4755), South Menteth Drive (House #4735 through House #4763), Menteth Drive (House #5265 through House #5290), North Menteth Drive (House #4685 through House #4715), Red Fox Drive (House #5245 through House #5280), Cedar Cliff Drive (House #4590 through House #4620), Vista Drive (House #4530 through House #4571), Steep Drive (House #4560 through House #4590), Chosen Spot Drive (House #4380 through House #4415), Tichenor Point Drive (House #4320 through House #4360), Onnalinda Drive (House #4060 through House #4140), Deuel Road (House #4220 through House #4850), Knapp Road (House #5860 through House #6300, House #6172 through House #6300), Wells Curtice Road (House #4330 through House #4340, House #5250 through House #5600), Walnut Cove Drive (House #4960 through House #4993), Station House Drive (House #4958 through House #4990), Island View Drive (House #4960 through House #4990), Black Point Drive (House #5275 through House #5385), West Ridge Run (House #4960 through House #5120), West Avenue Extension (House #5200 through House #5320), Bristol Road (House #5100 through House #5225), Dugway Road (House #6110 through House #6300), Knapp Road (House #4301 through House #4409), County Road 32 (House #5310 through House #5800, House #5800 through House #6300), Lakeview Lane (House #3459 through House #3515), Hollow Tree Drive (House #5431 through House #5439), Woodvine Rise (House #6000 through House #6046), Buffalo Street Extension (House #5300 through House #5760), Goodale Road (House #5590 through House #6300), Old West Lake Road (House #5060 through House #5080, House #5260 through House #5800), Hillcrest Drive (House #4930 through House #4980), Sagamore Hills Drive (House #5120 through House #5210), Rock Oak Hill Road (House #5480 through House #5540), West Ruskin Lane (House

#5188 through House #5238), Bramble Wood Trail (House #4900 through House #4930), East Ridge Run (House #3520 through House #3642), Davidson Landing Drive (House #4440 through House #4545), East Saddleback Road (House #3660 through House #3716), West Cedarbush Drive (House #3215 through House #3255), Springbush Drive (House #5118 through House #5137), East Cedarbush Drive (House #3128 through House #3158), Lake Breeze Way (House #3600 through House #3652), Bedford Drive (House #4856 through House #4880), Timberline Drive (House #3680 through House #3734), Fisher Hill Road (House #6180 through House #6299), Laura Lane (House #5100 through House #5220), Hunters Way (House #3640 through House #3650), Lucas Road (House #5600 through House #5750), Foster Road (House #5020 through House #5360), Goff Road (House #5940 through House #6300), Monks Road (House #5800 through House #6110), Sunrise Circle (House #4918 through House #4930), Moran Road (House #5690 through House #6000), West Lake Boulevard (House #3395 through House #3443), West Street (House #3085 through House #3240), Sunflower Drive (House #5310 through House #5360), Misty Hill Drive (House #4585 through House #4619), Smith Road (House #5750 through House #6050), Silvernail Drive (House #5000 through House #5200), Adams Drive (House #4920 through House #4980), Waters Edge Drive (House #4955 through House #4980), Seneca Point Road (House #4710 through House #5399), Acorn Hill Drive (House #3890 through House #3980), Barnes Road (House #5500 through House #5820), Rossier Road (House #5510 through House #6300), Bunnell Road (House #5600 through House #5750), Grimble Road (House #6029 through House #6299), Hickox Road (House #3060 through House #3600), Saddleback Road (House #3700 through House #3715), Butler Road (House #4870 through House #5120), Island Beach Drive (House #4940 through House #4985), Hopkins Road (House #3400 through House #3480), Coye Road (House #5150 through House #5410), Johnson Road (House #5360 through House #5490), Jones Road (Houses #5840 through House #6150), Harvest View (House #7001 through House #7045).

The roads which are included in the Town of South Bristol are as follows: Spyglass Hill (House #1 through House #5500), Seneca Point Road (House #5400 through House #5670), Hagen Trail (House #5521 through House #5535), Jones Way (House #5537 through House #5549), Seneca Point Road (House #5400 through House #5410, House #5670 through House #5740), Golfside Circle (House #0 through House #30), North Hillside Trail (House #5600 through House #5600), Medalist Lane (House #6001 through House #6060), Harbour Drive (House #5830 through House #5840), Coye Road (HOUSE #5150 through House #5410), Shore Drive (House #5670 through House #5700), Lakewood Trail (House #5540 through House #5580), Hicks Road (House #5920 through House #6117), Almond Drive (House #5660 through House #5760), Applewood Drive (House #5690 through House #5720), Vardon Drive (House #5520 through House #5580), Lochcrest Circle (House #5575 through House #5590), Hillside Drive (House #1 through House #10), Blake Acres (House #5750 through House #5780), Villa Drive (House #5876 through House #5902), Cliffside Drive (House #1 through House #5550), Evergreen Way (House #5823 through House #5839), Hogan Lane (House #5547 through House #5553), Terrace Drive (House #1 through House #24), Seneca Hill Road (House #5400 through House #5600), Bristol Harbour Boulevard (House #5870 through House #6000), Harbour Lane (House #1 through House #12), Storm Haven (House #5740 through House #5820), Andrews Way (House #1 through House #35).

FIFTH: The Corporation is formed to engage in an activity or for a purpose requiring consent or approval of a state official, department, board, agency or other body. Such consent or approval is attached.

SIXTH: The Corporation is a charitable corporation under Section 201 of the Not-for-Profit Corporation Law.

4. **SEVENTH**: The principal office of the Corporation shallis to be located at the Hamlet of Cheshire in the Town of Canandaigua, County of Ontario and, State of New York.

5. The number of directors of the corporation shall be seven (7).

6. The names and addresses of the directors, until the first annual meeting are as follows:

NAMES	ADDRESSES
Warren Hook	Canandaigua, New York, R. F. D.
Wesley Collins	Canandaigua, New York, R. F. D.
Henry Ellis	Canandaigua, New York, R. F. D.
Floyd Barnes	Canandaigua, New York, R. F. D.
C. P. Violas	Canandaigua, New York, R. F. D.
Everett Douglas	Canandaigua, New York, R. F. D.
Andrew Burt, Jr.	Canandaigua, New York, R. F. D.

7. That all of the subscribers to tis Certificate are of full age; that all are citizens of the United States and residents of the state of New York; and that of the persons named as directors all are citizens of the United States and residents of the State of New York.

This Certificate is executed in triplicate and each is an original for all purposes.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 4th day of February in the year One Thousand Nine Hundred and Forty-Eight.

_____ (L.S.) _____

_____ (L.S.) _____

_____ ~~(L.S.)~~ _____

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

~~On this 4th day of February, 1948, before me, the subscriber, personally appeared WARREN HOOK, WESLEY COLLINS, HENRY ELLIS, FLOYD BARNES, C. P. VIOLAS, EVERETT DOUGLAS and ANDREW BURT, JR. to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally acknowledged to me that they executed the same.~~

_____

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

~~On this 3rd day of February, 1948, before me, personally appeared (4), to me known and known to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.~~

_____
~~Alfred W. Dewey, Supervisor~~

_____
~~Warton R. Jones, Justice~~

_____
~~L. D. McPherson, Justice~~

Lorenzo H. Purdy, Justice

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

WARREN HOOK, WESLEY COLLINS, HENRY ELLIS, FLOYD BARNES, C. P. VIOLAS, EVERETT DOUGLAS and ANDREW BURT, JR., each being duly sworn, depose and say, and each for himself deposes and - says that he is one of the persons described in and who executed the foregoing

EIGHTH: The following language relates to the Corporation's tax-exempt status and is not a statement of purposes and powers. Consequently, this language does not expand or alter the Corporation's purposes or powers set forth in Article THIRD.

A. The purposes of the Corporation set forth in Article THIRD are intended to be exclusively charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"), and the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

B. No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, director, or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation relating to one or more of its purposes), and no member, trustee, director, or officer of the Corporation nor any private individual shall be entitled to share in the distribution of any of the Corporate assets on dissolution of the Corporation.

C. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except to the extent permitted under Section 501(h) of the Code), and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office, except to the extent such activities may be carried on by an organization described in Section 501(c)(3) of the Code.

D. In the event of dissolution of the Corporation, all of the remaining assets and property of the Corporation shall, after necessary expenses thereof, be distributed for one or more purposes as shall qualify under Section 501(c)(3) of the Code, or to the federal government or to a State or local government for a public purpose, or to such organizations as shall qualify under Section 501(c)(3) of the Code, or to another organization to be used in such manner as in the judgment of the Attorney General or a Justice of the Supreme Court of the State of New York or

the New York State Attorney General will best accomplish the general purposes for which this Corporation was organized.

E. In any taxable year in which the Corporation is a private foundation, as described in Section 509(a) of the Code, the Corporation shall distribute its income for that year at such time and manner as not to subject it to tax under Section 4942 of the Code, and the Corporation shall not: (i) engage in any act of self-dealing as defined in Section 4941(d) of the Code; (ii) retain any excess business holdings as defined in Section 4943(c) of the Code, (iii) make any investments in such a manner as to subject the Corporation to tax under Section 4944 of the Code; or (iv) make any taxable expenditures as defined in Section 4945(d) of the Code.

NINTH: The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is 4255 Route 21 South, Canandaigua, New York 14424.

TENTH: This amendment to and restatement of the Certificate of Incorporation~~, and that he is of full age, a citizen of the United States, and a resident of the State of New York.~~

_____

_____

_____

_____

_____

_____

_____

~~Sworn to before me this 4th~~

~~Day of February, 1948.~~

_____

~~Notary Public~~ was duly adopted by the members of the Corporation in accordance with the applicable provisions of Section 802 of the Not-for-Profit Corporation Law.

[*Signature page follows*]

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

WARREN HOOK, WESLEY COLLINS, HENRY ELLIS, FLOYD BARNES, C. P. VIOLAS, EVERETT DOUGLAS and ANDREW BURT, JR., each for himself being duly sworn, does depose and say, **IN WITNESS WHEREOF,** we have made and signed this certificate of amendment this ____ day of _____, 2020 and affirm that the statements made herein are true under the penalties of perjury.

That he is one of the subscribers of the foregoing Certificate of Incorporation

ROBERT FINGER, PRESIDENT

DEBORAH SPEED, SECRETARY

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc; that the said Certificate of Incorporation is the incorporation of an existing unincorporated club, namely the Cheshire Volunteer Fire Department of Cheshire, in the Town of Canandaigua, Ontario County, New York; that the purposes set forth in said Certificate of Incorporation are the same as those of the said unincorporated club; that the subscribers of such Certificate of Incorporation constitute all of the members of a committee authorized to incorporate such club by vote as required by the organic law of the club for the amendment of such organic law.

That no previous application for the approval of the foregoing Certificate of Incorporation has been made.

Sworn to before me this 4th

Day of February, 1948.

_____., and do hereby approve of the same and consent that the same be filed.

_____

CATHY MENIKOTZ, SUPERVISOR

STATE OF NEW YORK ____)

COUNTY OF ONTARIO ___) ss:

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

JAMES R. REED, being duly sworn, deposes and says that he is attorney for the subscribers• to the annexed Certificate of Incorporation, and that no previous application for. the approval of said Certificate by any Justice o the Supreme Court has ever been made.

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____

Sworn to before me this 4th

Day of February, 1948.

_____

_____

Notary Public

We, the undersigned, ~~comprising~~constituting a majority of the Town Board of the Town of Canandaigua, ~~in the County of~~ Ontario County, New York, do hereby consent to the ~~formation~~Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the ~~foregoing Certificate of Incorporation~~same and consent that the same be filed.

~~DATED: February 3, 1948~~

_____

~~Alfred W. Dewey, Supervisor~~

_____

~~P. W. Case, Justice~~

_____

~~Marton R. Jones, Justice~~

_____

~~L.D. McPherson, Justice~~

_____

~~Lorenzo H. Purdy, Justice~~

_____

GARY DAVIS, Canandaigua Town Board

STATE OF NEW YORK ___)

COUNTY OF ONTARIO ___) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____

Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of Canandaigua, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____
LINDA DWORACZYK, Canandaigua Town Board

STATE OF NEW YORK ___)
COUNTY OF ONTARIO ___) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of Canandaigua, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

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Notary Public

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_____

TERRY FENNELLY, Canandaigua Town Board

STATE OF NEW YORK ___)

COUNTY OF ONTARIO ___) ss:

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Notary Public

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_____

JARED SIMPSON, Canandaigua Town Board

STATE OF NEW YORK)

COUNTY OF ONTARIO) ss:

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Notary Public

We, the undersigned, constituting a majority of the Town Board of the Town of South Bristol, Ontario County, New York, do hereby consent to the Certificate of Amendment of the Cheshire Volunteer Fire Department, Inc., and do hereby approve of the same and consent that the same be filed.

_____

DANIEL MARSHALL, SUPERVISOR

STATE OF NEW YORK)

COUNTY OF ONTARIO) ss:

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Notary Public

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_____
STEPHEN COWLEY, South Bristol Town Council

STATE OF NEW YORK ___)
COUNTY OF ONTARIO ___) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

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Notary Public

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_____
DONNA GOODWIN, South Bristol Town Council

STATE OF NEW YORK ___)
COUNTY OF ONTARIO ___) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

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Notary Public

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_____
JAMES STRICKLAND, South Bristol Town Council

STATE OF NEW YORK ___)
COUNTY OF ONTARIO ___) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

_____
Notary Public

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_____
SCOTT WOHLSCHLEGEL, South Bristol Town Council

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ___ day of _____, 2020, before me personally came ___, members of the Town Board of the Town of South Bristol, Ontario County, New York, to me personally known and known to me to be the same persons who executed the foregoing approval and consent, and they severally duly acknowledge to me that they executed the same.

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

~~On this 3rd day of February, 1948, before me, the subscriber, personally appeared ALFRED H. DEWEY, MORTON R. JONES, L. D. MCPHERSON and LORENZO R. PURDY to me personally known and known to me to be the same persons described in and who executed the within instrument and they severally acknowledged to me that they executed the same.~~

_____
Notary Public

ATTACHMENT 14

Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120 ~ townofcanandaigua.org
Established 1791

June 15, 2020

LETTER OF AUTHORIZATION

To Whom It May Concern,

This letter authorizes TRI UTILITY COST REDUCTIONS, hereinafter known as "TRI," ARC (Telecom Auditing Division) and NASC (Electricity and Gas Auditing Division), to act as Utility Agents on our behalf in order to affect Utility Refunds and Savings.

Upon their request, please provide them with whatever billing information or other documents and records they may require. This authorization shall continue in effect until rescinded in writing.

Your assistance and cooperation will be greatly appreciated.

Respectfully yours,

Doug E. Finch
Town Manager
Town of Canandaigua
585-394-1120
dfinch@townofcanandaigua.org

EGS

ADVANCED ENERGY SOLUTIONS, INC.

COMPLETE ENERGY MANAGEMENT

Letter of Authorization and Exclusivity

I, _____, _____ of _____
[name] [title] [business name]
("Company") do hereby authorize EGS Advanced Energy Solutions ("Agent") to serve as Company's ***exclusive*** agent for the purpose of assisting Company in obtaining electricity and gas supply offers from retail energy suppliers, evaluating such offers, and assisting in contract negotiations between Company and such retail energy suppliers. I also authorize Agent and any third-party supplier in a contractual relationship working with EGS Advanced Energy Solutions to receive the following specific information regarding the Company's electricity and/or natural gas account numbers:

A. Interval data at the most granular level possible (if available) provided in ASCII text file

B. Monthly billing information

C. Historical ICAP/SCR, DLRP, CSRP enrollment and performance information (APMD/ACL, CMD, Declared Values, Performance Factors, etc.)

EGS Advanced Energy Solutions expressly reserves the right to use such data, retain the data in its files, and disclose it to any authorized employee, agent or representative.

This Agreement may not be modified, amended or altered without the prior written consent of all signatories hereunder. EGS Advanced Energy Solutions is authorized to present this letter as definitive proof of the authority being granted to it.

Company may immediately terminate this authorization by providing agent with written notice.

EXECUTED this the _____ day of_____ , 201_____

Company: _____

By: _____

Printed name/Title: _____

ST NETWORK
Where Business Meets Mission

Starting the Audit and Recovery Process

Completed Paperwork

Please send the completed paperwork, along with any supporting documents, to your ***ST Network*** Recovery Specialist.

Client Checklist

The following items are required to begin the auditing and recovery process.

Please be sure to include all applicable documents.

- ☐ **TRI Agreement**
  Please complete, sign and date the TRI Agreement. Make sure the email address is legible as this is how you will receive information regarding the recovery.

- ☐ **Letter of Authorization (LOA)**
  It is required that **your company's logo must appear on the top of this form**. If you are not able to do this, please let us know and we can help you. Date and sign the document.

- ☐ **One Month's Utility Bill**
  Make sure the bill meets the **$5,000/mo. minimum** threshold. Send ALL pages, front and back, even if any of the pages are blank. *Please refer to the available "Preferred Client List" to determine qualification.*

- ☐ **Third Party Supply or Wireless Phone Agreement**
  If any portion of your bill is contracted with ***anyone other than the utility company***, we will need the agreement you signed with that company. **This is a mandatory step.**

- ☐ **Tax Exempt?**
  If your organization is a nonprofit, please include a copy of your tax exempt form.

- ☐ **Online Access** (Optional)
  Please provide user name and passwords for online access. This can accelerate the audit process by three (3) months.

Letter of Authorization

Date: _____

To Whom It May Concern,

This letter authorizes TRI UTILITY COST REDUCTIONS, hereinafter known as "TRI," ARC (Telecom Auditing Division) and NASC (Electricity and Gas Auditing Division), to act as Utility Agents on our behalf in order to affect Utility Refunds and Savings.

Upon their request, please provide them with whatever billing information or other documents and records they may require. This authorization shall continue in effect until rescinded in writing.

Your assistance and cooperation will be greatly appreciated.

Respectfully yours,

Name: _____

Title: _____

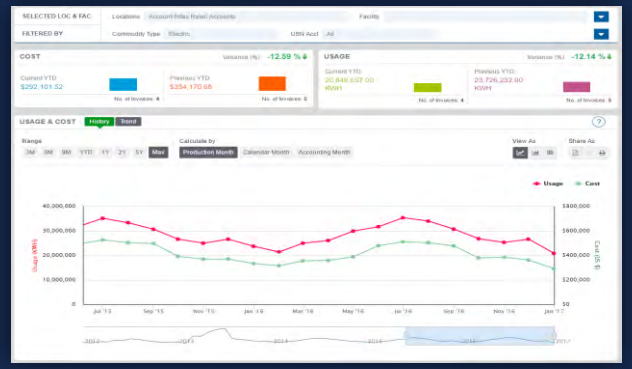
Phone: _____

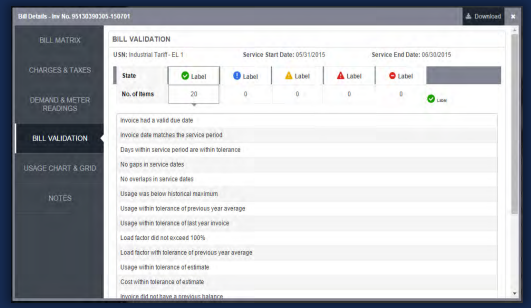
Email: _____

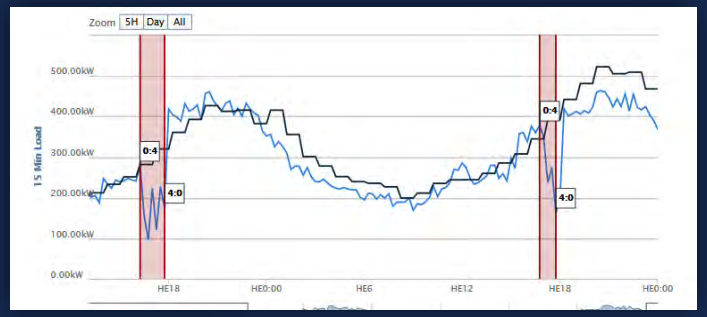
EGS ENERGY SOLUTIONS

MEASURE. MANAGE. RESPOND.

Turnkey Energy Management Offerings
for Customers, Portfolios, and Professionals







DASHBOARD	PAYABLES	ANALYSIS	INTERVAL	REPORTS	ADMINISTRATION
USAGE & COST	SUMMARY	USAGE & COST	DATA	USAGE REPORTS	TREE ADMINISTRATION
FACILITIES	HISTORY	BENCHMARKING	CALENDAR	COST REPORTS	
SUSTAINABILITY	STATUS REPORT	BUSINESS METRICS	LOAD DURATION	DEMAND REPORTS	
REAL TIME READINGS	SUBMIT REPORT	WEATHER IMPACT		IDR REPORTS	
	AP APPROVAL	COMMODITY vs. TRANSPORT		REAL TIME READINGS	

About EGS Energy Solutions

EGS provides energy management technologies and services for C&I clients and portfolios.

Energy Intelligence Platform

Gives users easy access to multi-sourced utility data.

- Turnkey data collection services
- Tiered levels of data management, invoice validations, & auditing services
- Accounting & operations-based reporting tools
- Benchmarking, sustainability, emissions, and interval data reporting

Demand Response Technology

Enables the easiest path to customized demand-side management strategies.

- Gateway Device
- Web-Based Platform
- Performance Reporting + Custom M&V
- Customized Dispatch & Notification Logic

Our Customers

EGS serves a broad range of industries to assist with commercial and industrial energy management.

Who We Serve

EGS's suite of offerings is ideal for multi-site energy management; supporting businesses and institutions across multiple verticals

- Education
- Government
- Commercial Real Estate
- Retail & Entertainment
- Grocery & Supermarket
- Agriculture
- Industrial Processes & Manufacturing

New Energy Management Paradigm

Options are expanded. The importance of roles and reporting are elevated.

Old Paradigm

Reliability is primarily a utility role

Unbundled procurement is limited and occasional (non-operational).

Sustainability is a recycling bin and a poster.

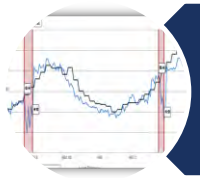
Reporting is a utility budget.

New Paradigm

Reliability is multilayered; including grid services, load management, behind the meter storage, and solar.

Facilities will have competitive alternatives; requiring active investment and management.

Sustainability is a strategic initiative, requiring integration and detailed reporting.



Data is multi-sourced, real-time, and can now easily drive operational decision-making

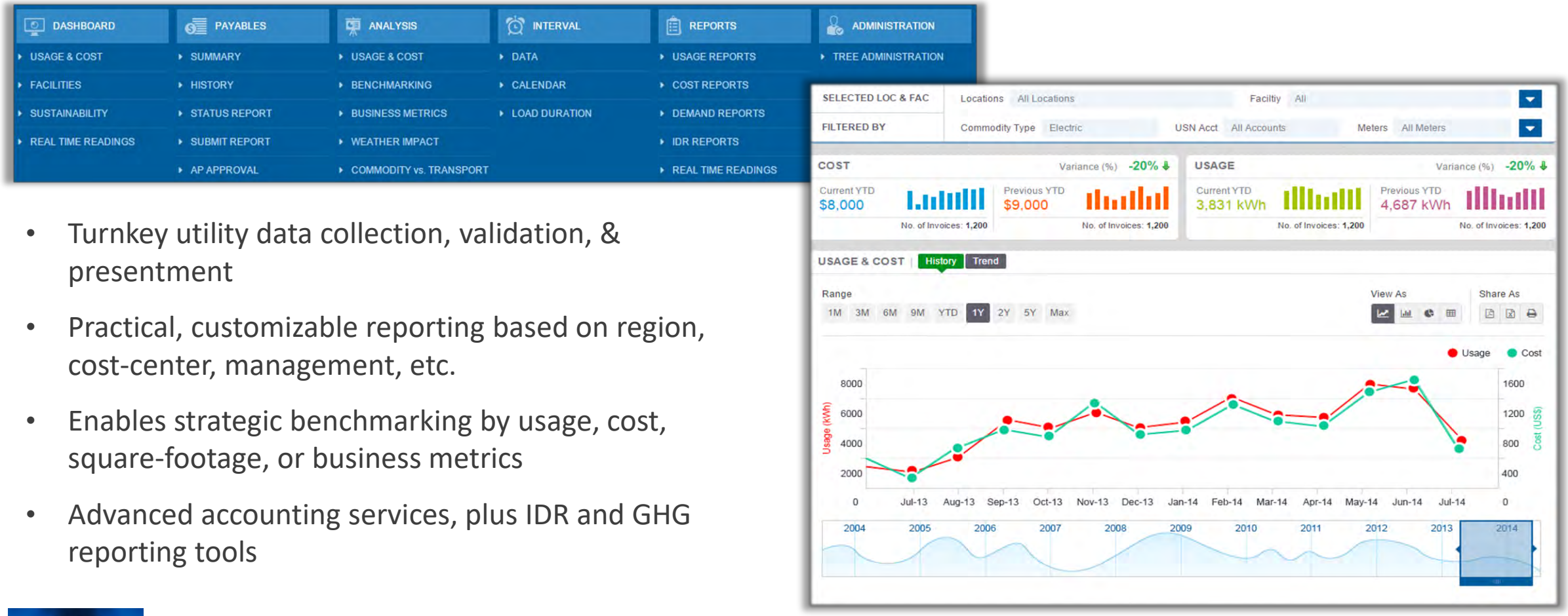
For Value-Added Services: **Data** is the Easiest Entry Point

Easy access to better data and analytics broadens offerings, and strengthens client experience.

- Energy professionals are in a unique position to enable and benefit from value added services
- EGS's Value Proposition:
  - Let EGS be your back-office value added service provider; tools to more effectively attract, onboard, and retain end-users
  - Turnkey analytics for agents and end-users; all offered through privately labeled platform and services
  - Leverage data to advise next steps – and make sure you're involved

Energy Intelligence Platform

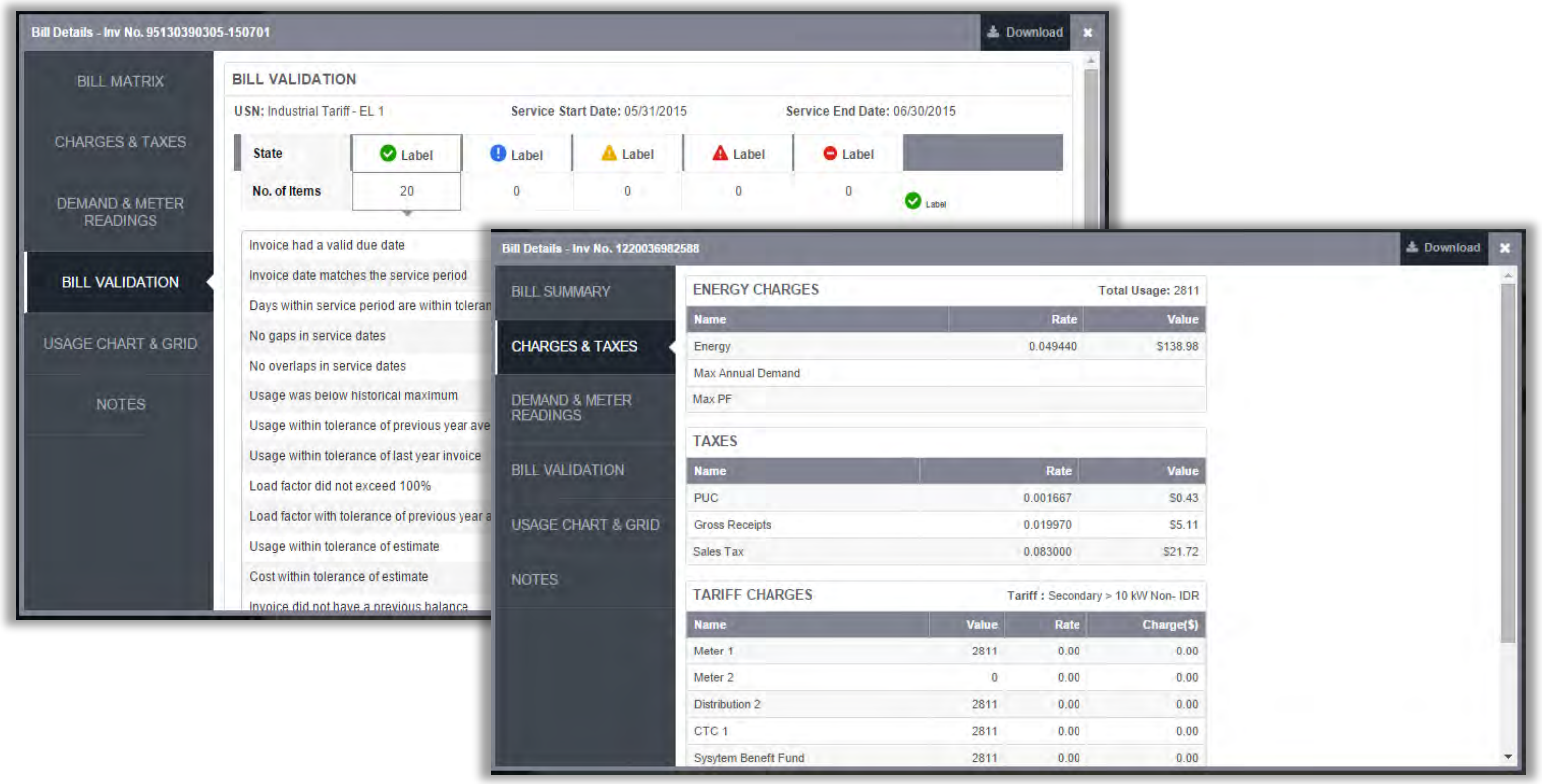
SaaS platform that streamlines data collection, validation, and reporting.



- Turnkey utility data collection, validation, & presentment
- Practical, customizable reporting based on region, cost-center, management, etc.
- Enables strategic benchmarking by usage, cost, square-footage, or business metrics
- Advanced accounting services, plus IDR and GHG reporting tools

Invoice Validation & Tariff Recreation

Tiered levels of service depending on the needs of the user.

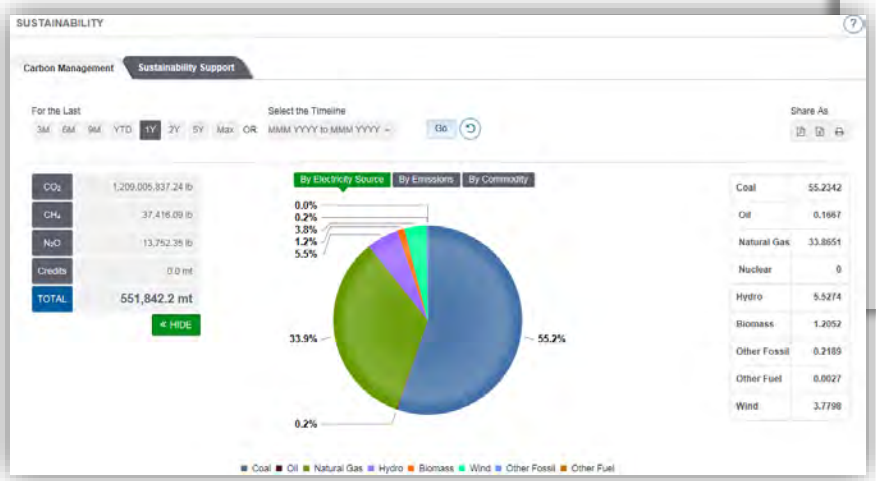


- Metric Validation
  - 20+ “checklist” that each invoice is run through
  - Driven by historical trends and deviations
- Tariff Recreation
  - EGS owns and operates in-house tariff engine for each applicable customer rate schedule
  - Includes dispute resolution; 100% of non-tax savings go to customer

Benchmarking & Sustainability Reporting

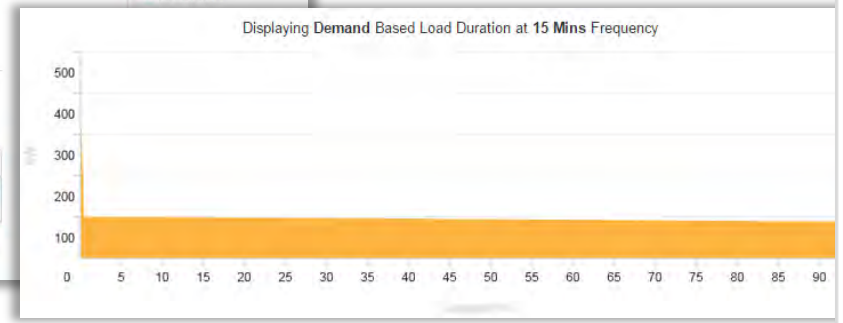
EGS's operational reporting can be used to drive efficiency and sustainability goals.

- Benchmark facilities based on portfolio characteristics, square footage, business metrics, or historical cost/usage before project
- Individual meters/accounts, or aggregated sites

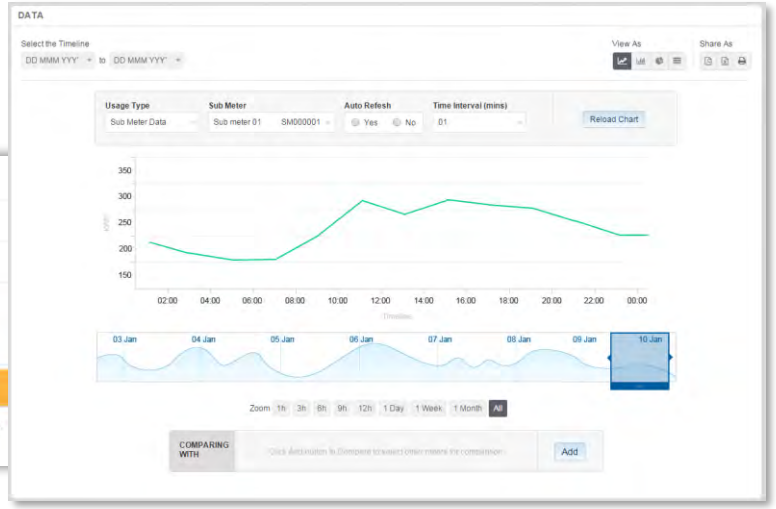


Interval Data Reporting

EGS provides solutions for both the collection and reporting of interval data & sub-metered data.

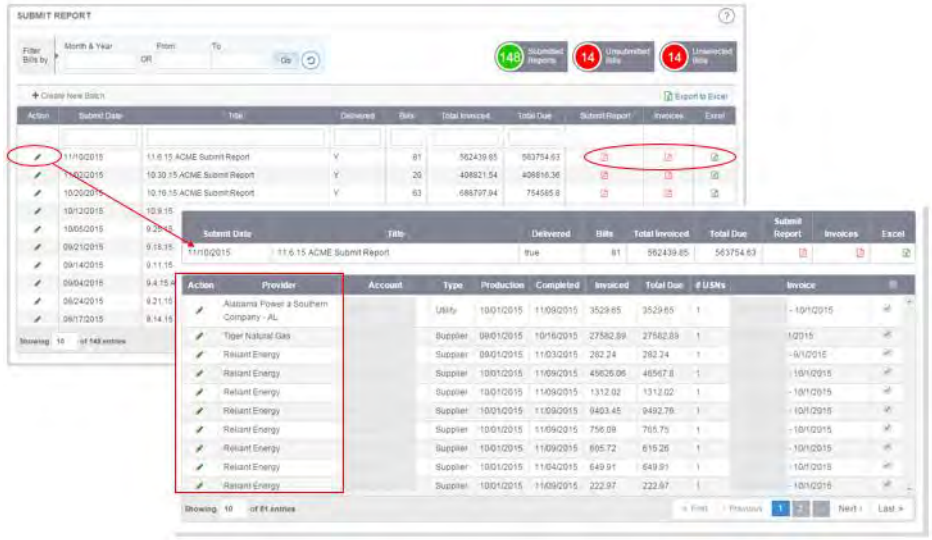


- Broader adoption of dynamic rates and smart meters place importance on timely, accurate data
- EGS collects and effectively reports both detailed and aggregated IDR data for practical analysis
- Deploys cost-effective sub metering for customized projects



Bill Processing, and Bill Payment Options

EGS creates AP file that can either be shared directly with customer, or bill payment partner



ERP or P2P SYSTEM
Single file upload or API integration

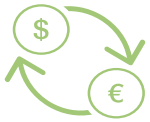
RECONCILIATION FILE
Back to ERP

VIRTUAL CARD

CHECK

ACH

NETWORK



FX

Summary of EIS Offering

- Invoice collection, validation, presentment, and processing
- Centralized reporting around cost, usage, benchmarking, weather normalization, and sustainability
- All reports are fully exportable

Basic Services

- Ongoing utility bill auditing/management for all service accounts
- Open/close, account transferring from third-parties
- Reporting platform

Premium Services

- Tariff recreation and dispute resolution services
- ENERGY STAR management services
- Mandatory energy disclosure obligations
- Demand Response solutions
- Bill processing and/or Payment
- Quarterly reviews
- Interval data reporting
- Other energy data services

Automated Demand Response (ADR)

EGS's ADR solution builds a framework to align load flexibility and market-based opportunities.

"Active Load Management"

Traditional demand response (DR) program structures treat load resources similar to baseload power generation

- Long event durations (4+ hours)
- Harsh penalties for non-performance

With changes in rate structures and overall market trends, there becomes an expanded role for demand flexibility

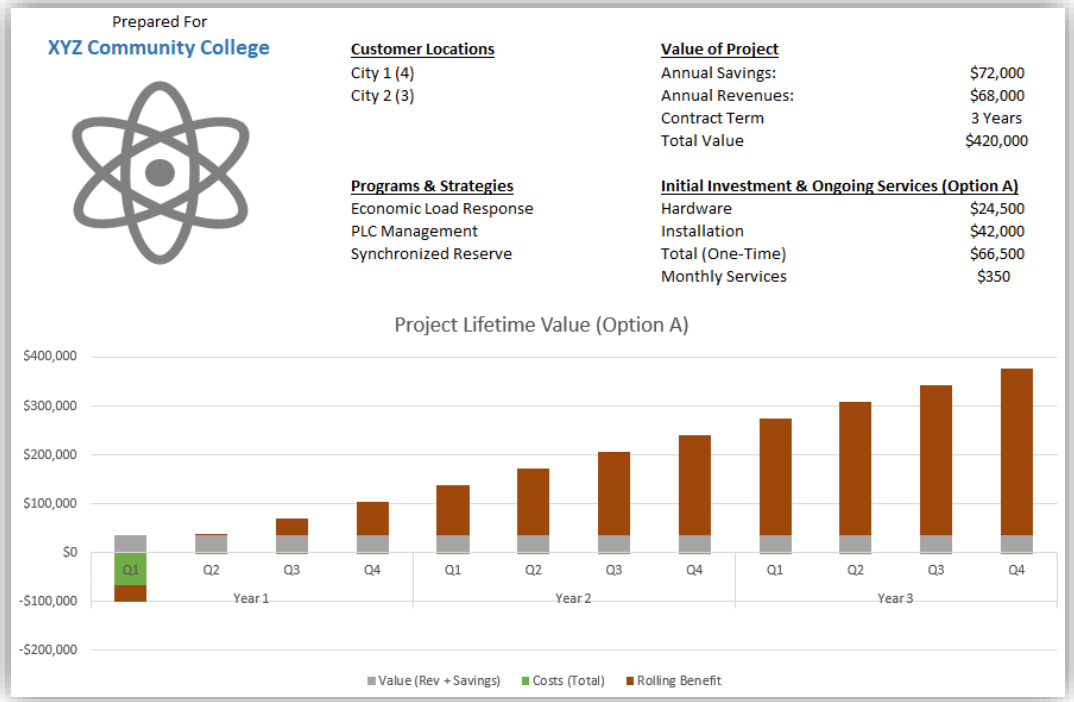
- Dynamic pricing rates
- Exponential increases in demand-related charges
- Penetration of intermittent resources puts a premium on grid reliability through ancillary services
- Short-term wholesale pricing events

EGS connects the dots between local market conditions and behind-the-meter flexibility

Demand Response Implementation

EGS generates a proposal and supports turn-key implementation and ongoing performance.

1. **Information Gathering**: Invoices, LOA's, & Site Discussions
2. **Proposal Generation**: what strategies, what program(s), how much money
3. **Installation**: Necessary hardware & 3rd-party programming to support participation and reporting requirements.
4. **Participation**: Testing, enrollments, ongoing performance, and applicable adjustments



Thank you for your time!

EGS

ADVANCED ENERGY SOLUTIONS, INC.

COMPLETE ENERGY MANAGEMENT

egs-aes.com

Advanced Energy Solutions Advantage

- A team of energy industry experts working for you
- Hands-on account management
- Outstanding, unparalleled customer service
- Custom energy strategies to fit business needs and budget
- Many pricing options
- Flexible programs
- Energy cost control
- Achieve budget certainty
- Reduce delivery sales tax (NY)

Electric Product Offerings

- Fixed Price
- Flexible Index Solutions
- Block and Index Options
- Blend and Extend Options
- Real-time Energy Usage Software
- Demand Response
- Energy Efficiency
- Solar
- LED Lighting Retro Fits

Natural Gas Product Offerings

- Fixed Rates
- NYMEX +
- Index +
- Blend and Extend

We have a long history in the deregulated energy marketplace!

- EGS Advanced Energy Solutions continues to manage any queries with your supplier and offers advice and guidance on a range of energy issues.
- Our company President Dean Williamson is a past president of the Upstate New York Energy Association…Dean's family history roots date back to the original Palmyra Oil Company, founded in 1928. Dean Williamson and VP Jeffrey Sapirman have over 50 years combined experience in the energy industry.

Experience

- We have leveraged our experience in all deregulated markets.
- EGS Advanced Energy Solutions provides effective energy solutions to commercial, industrial, and public-sector clients. We have played a key role in bringing energy cost strategies and account management to our clients facing the challenge of having multiple and varied sites spread across a wide geographical area. We bring a deep knowledge of the energy industry and the resourceful EGS Advanced Energy Solutions team to the relationship—as well as a strong desire to help you reach your energy budget targets.

Summary

- EGS Advanced Energy Solutions develops a long-term energy strategy focused on your objectives.
- We utilize market information to assist you in benchmarking, cost control, and decision-making.
- We know when to initiate your company's strategy!

Dean Williamson
PRESIDENT

- In today's fast-paced deregulated energy marketplace your company deserves an energy consulting and procurement brokerage firm with a long history in the energy industry.
  Our company President Dean Williamson has spent his entire career in the petroleum industry. Dean's family history roots date back to the original Palmyra Oil Company, founded in 1928 as an Esso (John D. Rockefeller Standard Oil of New Jersey) distributor.
- In 1964, Wayne Williamson purchased Pal Oil Company. The business was then sold to his sons David, Larry, and Dean, in 1979. The family business saw impressive growth over the years, and in 1998, was sold to New England Electric...The operation included thirteen convenience stores, eight distribution facilities from Albany to Buffalo, New York, and North to the Canadian border—and one deep-water terminal distributing jet aviation fuel, heating oil and gasoline. In addition, they operated a lubes distribution business, a retail propane distribution operation and an HVAC mechanical contracting business.
- Dean Williamson is also the President of International Petroleum Trader (IPT), a 30,000 gallon deep-water terminal, located in Rensselaer, New York.
- Dean Williamson has served on a local bank board, and is past President of Ducks Unlimited of New York, as well as the past President of the Oil Heat Institute of Upstate New York.
- With over 38-years experience in the energy supply and petroleum industry, Dean Williamson understands how energy suppliers operate, and can negotiate the best Deals.
- In the deregulated energy marketplace, you will want to trust your business to a company with a long proven history in contract negotiations, market analysis, and supply-and-demand.

Jeffrey Sapirman

EXECUTIVE VICE PRESIDENT

- Jeffrey L. Sapirman has worked for over 22 years in the contract negotiations energy marketplace—representing companies such as Amerada Hess, Amerigreen Energy, Constellation Energy, Exelon Energy, and Gateway Energy, to name a few!
- Having a previous background in loan and mortgage management, Jeffrey understands the challenges businesses face today. As a result, his expert knowledge of the energy industry, and supply and demand, makes him an indispensable asset to EGS-Advanced Energy Solutions.
- Jeffrey's main objective is to save commercial energy customers money and time by matching you with the right suppliers at the best possible rate. He can also help you find the most advantageous products and services for your entire energy savings solutions.
- What sets Jeffrey apart from ordinary energy procurement brokers is that he has managed hundreds of large Commercial, Industrial and National energy accounts. He is a professional with experience in supply and demand-side productions and solutions.
- Jeffrey has managed high-margin, large energy user accounts in NY, NJ, PA and OH.
- Jeffrey oversees EGS-Advanced Energy Solutions' operations, team of energy consultants, and the company Customer Representative Management (CRM) platform.
- EGS-Advanced Energy Solutions utilizes a Customer Representative Management platform that is designed to bring everyone together to participate in the best Energy Deals.
- When it comes to finding energy savings and the right suppliers, EGS-Advanced Energy Solutions is here to work with you. Each step of the way, from account management, meter management, LOA processing, deals and contracts, payment processing, and reconciliation, trust your business to EGS-Advanced Energy Solutions!

Contact Information

Jeffrey Sapirman
EXCUTIVE PRESIDENT OF SALES
Mobile: (315) 297-7777
Fax: (888) 228-2905
jeff@egs-aes.com

egs-aes.com

EGS-Advanced Energy Solutions

Reference List

BBL Hospitality

Burke Companies

City of Schenectady

Comfort Inn

Cookie Factory

County of Rensselaer

County of Schenectady

Courtyard Marriott

DeCrescente Distributing Company

Dunkin Donuts

Excelsior Springs Event Center, Saratoga Springs

Fairfield Inn

Fort William Henry Hotel & Conference Center

G.A. Bove Fuels

Golden Corral

Hilton Garden Inn

Holiday Inn Express

International Petroleum Traders Diesel Terminal – Rensselaer, NY

Marcella's Appliance Center

Marriott Hotels

Massaroni Enterprise

Mazzone Hospitality

Paul Mitchell

Recovery Rooms

Renaissance Hotels

Residence Inn

Residential Commons (YMCA)

Schoharie County ARC

Seneca Ceramics

Solid Surface Craftsman

Suit-Kote Corporation

Town of Rotterdam

The Century House

Triplett Machine Co.

Warren, Washington, Albany Counties ARC

ATTACHMENT 15

WATER AND UTILITY EASEMENT
ST. JAMES PARKWAY / TAX MAP # 112.19-1-500.100

THIS EASEMENT is made this _____ day of _____, 20___, by and between **S & J MORRELL, INC.,** having an address of 1501 Pittsford-Victor Road Suite 100, Victor, New York 14564, hereinafter referred to as the "Grantor"; and the **TOWN OF CANANDAIGUA,** a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua New York 14424, hereinafter referred to as the "Grantee."

The Grantor is the owner of certain premises known as Section 9D of Lakewood Meadows Subdivision , located on St. James Parkway in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number 112.19-1-500.100, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a water and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto and as shown on the drawing entitled "Section 9D Lakewood Meadows Subdivision, Final Subdivision Plat Sheet 2 " prepared by Marathon Engineering, having project number 0551-19, last dated January 2, 2020, to be filed in the Ontario County Clerk's Office, hereinafter referred to as the "Easement Area."

The Easement Area is part of the Premises conveyed to Grantor by deed, recorded on or about January 5, 2004, in the Ontario County Clerk's Office in Liber 1111 of Deeds at Page 244, and by deed recorded on or about July 27, 2015 in the Ontario County Clerk's Office in Liber 1343 of Deeds, page 263.

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

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent water and utility easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto, at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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

The Grantee shall have the right and privilege at any time to enter upon and temporarily use an additional strip of land ten (10) feet in width immediately adjacent to each side of the permanent easement granted herein. At the termination of a temporary occupancy hereby authorized, the Grantee will restore, at its expense, the lawn and shrubbery of the Easement Area and the area of the Premises so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

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

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

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

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

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

S & J Morrell, Inc.	Town of Canandaigua
By:_____	By:_____
Scott Morrell, President	Doug Finch, Town Manager

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the _____ day of _____, 20___, before me, personally appeared **Scott Morrell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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

_____
Notary Public

LOCATION MAP

NOT TO SCALE

NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF CANANDAIGUA AND THE APPROPRIATE WATER/SEWER AGENCIES.
2. THE APPLICANT WILL FILE SUBDIVISION DEED RESTRICTIONS REGARDING ACCESSORY STRUCTURES. COPIES OF THESE RESTRICTIONS ARE ON FILE IN THE CANANDAIGUA TOWN HALL.
3. THE CODE ENFORCEMENT OFFICER HAS THE AUTHORITY TO APPROVE THE LOCATION OF ALL.
4. CONSERVATION EASEMENT COVENANT AREAS WITH BE FILED WITH THE DEED(S) TRANSFERRING OWNERSHIP TO THE H.O.A. COPIES OF THE EASEMENT AREAS WILL BE FILED IN THE TOWN HALL.

APPROVAL OF THIS SUBDIVISION BY NYSDOH IS GRANTED ON CONDITION:

a. THAT THE PROPOSED FACILITIES FOR WATER SUPPLY AND SEWAGE COLLECTION AND/OR TREATMENT SHALL BE INSTALLED IN CONFORMITY WITH SAID PLANS.
b. THAT NO LOT OR REMAINING LAND SHALL BE SUBDIVIDED WITH OUT PLANS FOR SUCH RESUBDIVISION BEING SUBMITTED TO BEING SUBMITTED TO AND APPROVED BY THE NYSDOH GENEVA DISTRICT OFFICE.
c. THE PLAN APPROVAL IS LIMITED TO 5 YEARS FROM THE APPROVAL DATE. TIME EXTENSIONS FOR PLAN APPROVAL MAY BE GRANTED BY THE NYSDOH GENEVA DISTRICT OFFICE BASED UPON DEVELOPMENT FACTS AND THE REALTY SUBDIVISION REGULATIONS IN EFFECT AT THAT TIME. A NEW PLAN SUBMISSION MAY BE REQUIRED TO OBTAIN A TIME EXTENSION.
d. THAT THE APPROVED PLANS MUST BE FILED WITH THE ONTARIO COUNTY CLERK PRIOR TO OFFERING LOTS FOR SALE AND WITHIN 90 DAYS OF THE DATE OF PLAN APPROVAL.
e. THAT ALL LOCAL AND STATE AGENCY RULES AND REGULATIONS SHALL BE COMPLIED WITH.

SURVEY NOTES:

1. THE HORIZONTAL DATUM AS SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, CENTRAL ZONE.
2. PARCEL BENEFITED BY A RIGHT-OF-WAY FOR ORDINARY PURPOSES OF INGRESS AND EGRESS ON ACORN HILL PER LIBER 871 OF DEEDS, PAGE 287.
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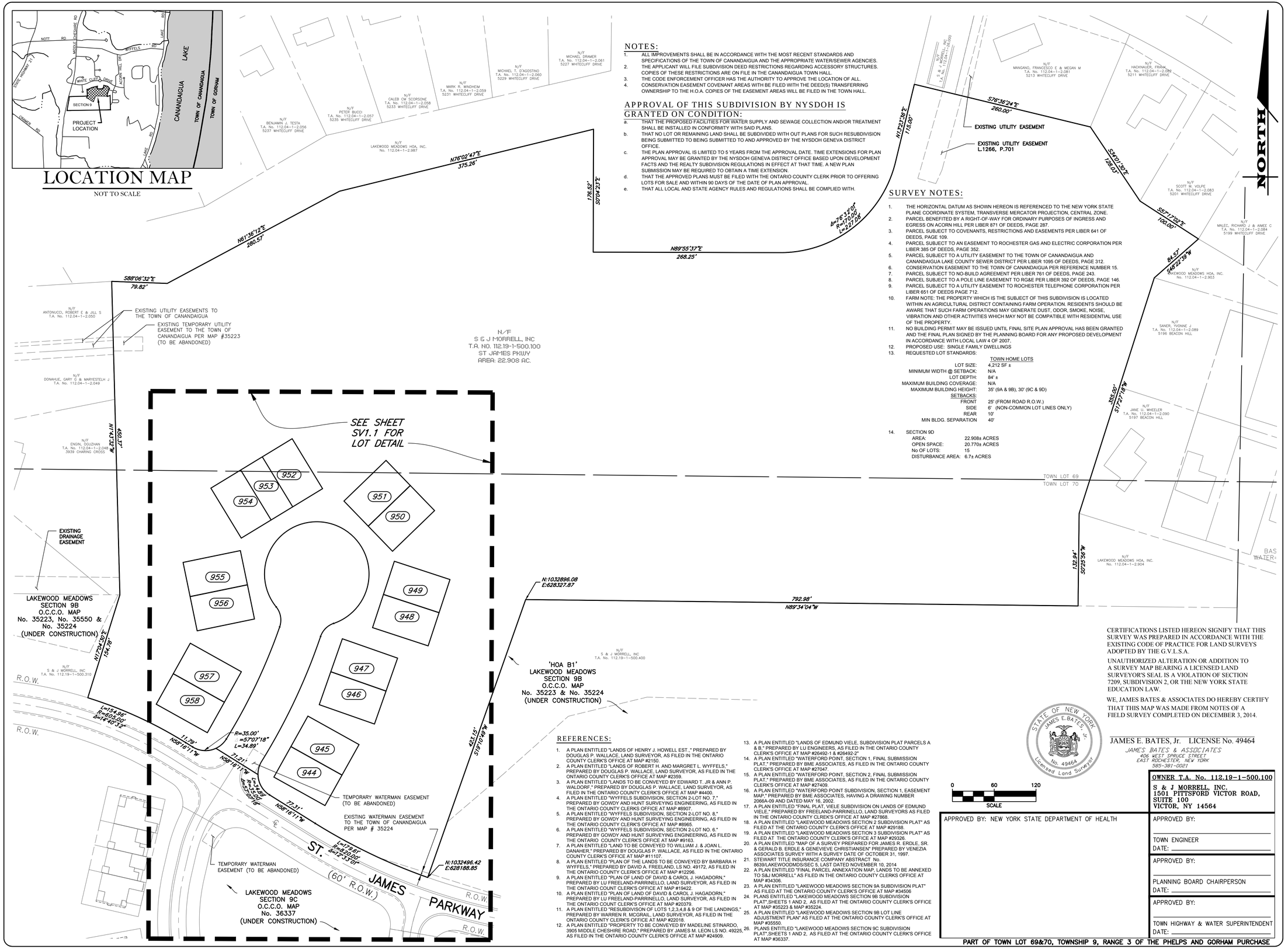
11. NO BUILDING PERMIT MAY BE ISSUED UNTIL FINAL SITE PLAN APPROVAL HAS BEEN GRANTED AND THE FINAL PLAN SIGNED BY THE PLANNING BOARD FOR ANY PROPOSED DEVELOPMENT IN ACCORDANCE WITH LOCAL LAW 4 OF 2007.
12. PROPOSED USE: SINGLE FAMILY DWELLINGS
13. REQUESTED LOT STANDARDS:

	TOWN HOME LOTS
LOT SIZE:	4,212 SF ±
MINIMUM WIDTH @ SETBACK:	N/A
LOT DEPTH:	84' ±
MAXIMUM BUILDING COVERAGE:	N/A
MAXIMUM BUILDING HEIGHT:	35' (9A & 9B), 30' (9C & 9D)
SETBACKS:	
FRONT	25' (FROM ROAD R.O.W.)
SIDE	6' (NON-COMMON LOT LINES ONLY)
REAR	10'
MIN BLDG. SEPARATION	40'

14. SECTION 9D

AREA:	22.908± ACRES
OPEN SPACE:	20.770± ACRES
No OF LOTS:	15
DISTURBANCE AREA:	6.7± ACRES



REFERENCES:

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13. A PLAN ENTITLED "LANDS OF EDMUND VIELE, SUBDIVISION PLAT PARCELS A & B," PREPARED BY LU ENGINEERS, AS FILED IN THE ONTARIO COUNTY CLERK'S OFFICE AT MAP #26492-1 & #26492-2"
14. A PLAN ENTITLED "WATERFORD POINT, SECTION 1, FINAL SUBMISSION PLAT," PREPARED BY BME ASSOCIATES, AS FILED IN THE ONTARIO COUNTY CLERK'S OFFICE AT MAP #27047.
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22. A PLAN ENTITLED "FINAL PARCEL ANNEXATION MAP, LANDS TO BE ANNEXED TO S&J MORRELL" AS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AT MAP #34306.
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26. PLANS ENTITLED "LAKEWOOD MEADOWS SECTION 9C SUBDIVISION PLAT",SHEETS 1 AND 2, AS FILED AT THE ONTARIO COUNTY CLERK'S OFFICE AT MAP #36337.

CERTIFICATIONS LISTED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE G.V.L.S.A.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OR THE NEW YORK STATE EDUCATION LAW.

WE, JAMES BATES & ASSOCIATES DO HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES OF A FIELD SURVEY COMPLETED ON DECEMBER 3, 2014.

STATE OF NEW YORK · JAMES E. BATES, JR. · No. 49464 · Licensed Land Surveyor

JAMES E. BATES, Jr. LICENSE No. 49464

JAMES BATES & ASSOCIATES
406 WEST SPRUCE STREET
EAST ROCHESTER, NEW YORK
585-381-0021

0 60 120
SCALE

OWNER T.A. No. 112.19-1-500.100
S & J MORRELL, INC.
1501 PITTSFORD VICTOR ROAD,
SUITE 100
VICTOR, NY 14564

APPROVED BY: NEW YORK STATE DEPARTMENT OF HEALTH

APPROVED BY: _____
TOWN ENGINEER
DATE: _____

APPROVED BY: _____
PLANNING BOARD CHAIRPERSON
DATE: _____

APPROVED BY: _____
TOWN HIGHWAY & WATER SUPERINTENDENT
DATE: _____

PART OF TOWN LOT 69&70, TOWNSHIP 9, RANGE 3 OF THE PHELPS AND GORHAM PURCHASE

MARATHON ENGINEERING
ROCHESTER LOCATION
39 CASCADE DRIVE
ROCHESTER, NY 14614
585-458-7770
ITHACA LOCATION
840 HANSHAW RD, STE 12
ITHACA, NY 14850
607-241-2917
www.marathoneng.com

SECTION 9D OF LAKEWOOD MEADOWS SUBDIVISION

ST. JAMES PARKWAY
TOWN OF CANANDAIGUA
STATE OF NEW YORK

JOB NO:	0551-19
SCALE:	1" = 60'
DRAWN:	CMP
DESIGNED:	RJT
DATE:	05/17/2019

REVISIONS

DATE	BY	REVISION
12/12/19	CP	ISSUED PREMYLAR
01/02/20	CP	TOWN COMMENTS
02/10/20	CP	TOWN COMMENTS

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7209 FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER IN ANY WAY, AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR. IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF SUCH ALTERATION.

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STATE OF NEW YORK · ROBERT P. BRINGLEY · NO. 066924 · LICENSED PROFESSIONAL ENGINEER

ROBERT P. BRINGLEY

DRAWING TITLE:
FINAL SUBDIVISION PLAT SHEET 1

3 of 18
SHEET No:

SV1.0
DRAWING No:

0551-19
JOB No:

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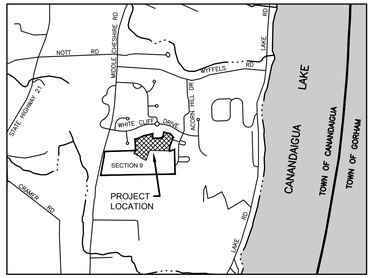

LOCATION MAP

NOT TO SCALE

LEGEND:

SYMBOL	DESCRIPTION
℄	CENTERLINE AND STATIONING
FND IP	PROPERTY LINE & FOUND IRON PIN/PIPE
R.O.W.	RIGHT-OF-WAY
	EASEMENT LINE
x	FENCE

▲ = RIGHT OF WAY MONUMENT

REFERENCES:

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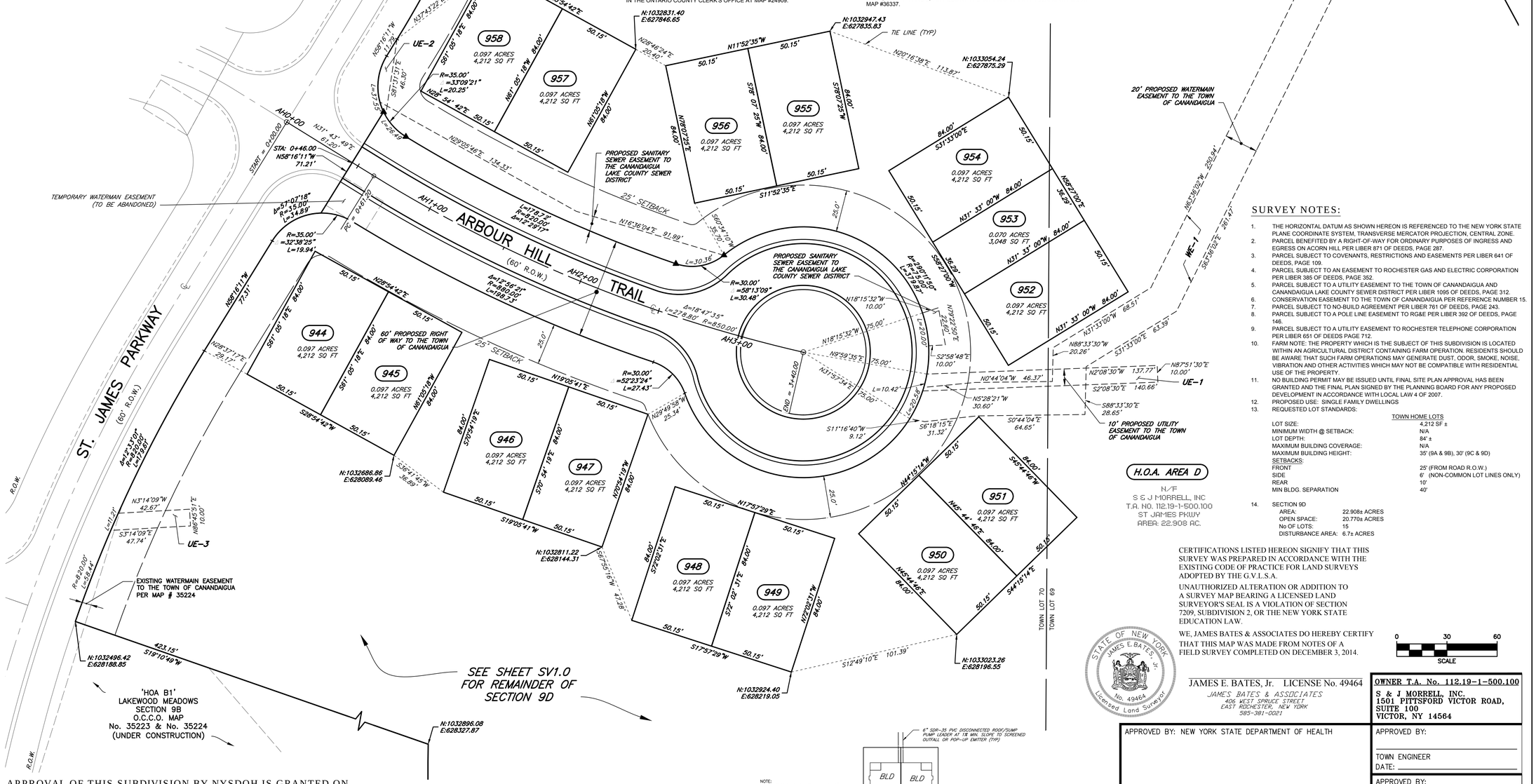

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DISTURBANCE AREA:	6.7± ACRES

CERTIFICATIONS LISTED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE G.V.L.S.A.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OR THE NEW YORK STATE EDUCATION LAW.

WE, JAMES BATES & ASSOCIATES DO HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES OF A FIELD SURVEY COMPLETED ON DECEMBER 3, 2014.

STATE OF NEW YORK · JAMES E. BATES, Jr. · No. 49464 · Licensed Land Surveyor

0 30 60
SCALE

JAMES E. BATES, Jr. LICENSE No. 49464
JAMES BATES & ASSOCIATES
406 WEST SPRUCE STREET
EAST ROCHESTER, NEW YORK
585-381-0021

OWNER T.A. No. 112.19-1-500.100
S & J MORRELL, INC.
1501 PITTSFORD VICTOR ROAD,
SUITE 100
VICTOR, NY 14564

APPROVED BY: NEW YORK STATE DEPARTMENT OF HEALTH

APPROVED BY: _____
TOWN ENGINEER
DATE: _____

APPROVED BY: _____
PLANNING BOARD CHAIRPERSON
DATE: _____

APPROVED BY: _____
TOWN HIGHWAY & WATER SUPERINTENDENT
DATE: _____

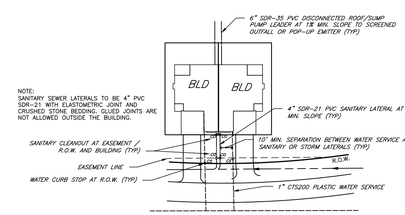
PART OF TOWN LOT 69&70, TOWNSHIP 9, RANGE 3 OF THE PHELPS AND GORHAM PURCHASE

APPROVAL OF THIS SUBDIVISION BY NYSDOH IS GRANTED ON CONDITION:

a. THAT THE PROPOSED FACILITIES FOR WATER SUPPLY AND SEWAGE COLLECTION AND/OR TREATMENT SHALL BE INSTALLED IN CONFORMITY WITH SAID PLANS.
b. THAT NO LOT OR REMAINING LAND SHALL BE SUBDIVIDED WITH OUT PLANS FOR SUCH RESUBDIVISION BEING SUBMITTED TO BEING SUBMITTED TO AND APPROVED BY THE NYSDOH GENEVA DISTRICT OFFICE.
c. THE PLAN APPROVAL IS LIMITED TO 5 YEARS FROM THE APPROVAL DATE. TIME EXTENSIONS FOR PLAN APPROVAL MAY BE GRANTED BY THE NYSDOH GENEVA DISTRICT OFFICE BASED UPON DEVELOPMENT FACTS AND THE REALTY SUBDIVISION REGULATIONS IN EFFECT AT THAT TIME. A NEW PLAN SUBMISSION MAY BE REQUIRED TO OBTAIN A TIME EXTENSION.
d. THAT THE APPROVED PLANS MUST BE FILED WITH THE ONTARIO COUNTY CLERK PRIOR TO OFFERING LOTS FOR SALE AND WITHIN 90 DAYS OF THE DATE OF PLAN APPROVAL.
e. THAT ALL LOCAL AND STATE AGENCY RULES AND REGULATIONS SHALL BE COMPLIED WITH.

NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF CANANDAIGUA AND THE APPROPRIATE WATER/SEWER AGENCIES.
2. THE APPLICANT WILL FILE SUBDIVISION DEED RESTRICTIONS REGARDING ACCESSORY STRUCTURES. COPIES OF THESE RESTRICTIONS ARE ON FILE IN THE CANANDAIGUA TOWN HALL.
3. THE CODE ENFORCEMENT OFFICER HAS THE AUTHORITY TO APPROVE THE LOCATION OF ALL.
4. CONSERVATION EASEMENT COVENANT AREAS WITH BE FILED WITH THE DEED(S) TRANSFERRING OWNERSHIP TO THE H.O.A. COPIES OF THE EASEMENT AREAS WILL BE FILED IN THE TOWN HALL. ALL BE COMPLIED WITH.



TYPICAL LOT LATERAL LAYOUT DETAIL

MARATHON ENGINEERING
ROCHESTER LOCATION
39 CASCADE DRIVE
ROCHESTER, NY 14614
585-458-7770
ITHACA LOCATION
840 HANSHAW RD, STE 12
ITHACA, NY 14850
607-241-2917
www.marathoneng.com

SECTION 9D OF LAKEWOOD MEADOWS SUBDIVISION

ST. JAMES PARKWAY
TOWN OF CANANDAIGUA
STATE OF NEW YORK
ONTARIO COUNTY

JOB NO:	0551-19
SCALE:	1" = 30'
DRAWN:	CMP
DESIGNED:	RJT
DATE:	05/17/2019

REVISIONS

DATE	BY	REVISION
12/12/19	CP	ISSUED PREMYLAR
01/02/20	CP	TOWN COMMENTS
02/10/20	CP	TOWN COMMENTS

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7209 FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER IN ANY WAY, AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR. IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM THE PHRASE "ALTERED BY" FOLLOWED BY HIS SEAL AND FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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STATE OF NEW YORK · ROBERT P. BRINGLEY · NO. 066924 · LICENSED PROFESSIONAL ENGINEER

ROBERT P. BRINGLEY

DRAWING TITLE:
FINAL SUBDIVISION PLAT SHEET 2

4 of 18
SHEET No:

0551-19
JOB No:

SV1.1
DRAWING No:

File: Z:\Engineering\Job Files\0551-14\Drawings___Section 9D___Sheets\SV1.1.dwg, Last saved: 2/11/2020, Plot Date: 2/18/2020, By: COLE PAPASERGI, Plot Style: MARATHON STANDARD.CTB

MRB | group

www.mrbgroup.com

Engineering, Architecture, Surveying, D.P.C.

March 12, 2020

Mr. Chris Nadler, Town Attorney
Town of Canandaigua, Planning Board
5440 Routes 5 & 20 West
Canandaigua, NY 14424

RE: LAKEWOOD MEADOWS SUBDIVISION SECTION 9D
EASEMENT REVIEW
TAX MAP NO.: 112.19-1-500.100
CPN NO. 19-037
MRB PROJECT NO.: 0300.12001.000 – PHASE 165

Dear Mr. Nadler:

MRB Group has completed a review of the boundary descriptions for the approved final subdivision plat for the above referenced project, prepared by Marathon Engineering for the following:

- Proposed Description of Utility Easement Areas 1, 2, and 3
- Proposed Description of Watermain Easement Area 1
- Proposed Description of a 60' wide Right of Way to the Town of Canandaigua for Arbour Hill Drive

Based on our review of the above-referenced boundary descriptions and easement mapping, we find the documents to be accurate and complete.

This has been forwarded to your attention for review and approval as required by the Town of Canandaigua. Please complete your review and forward your findings to the Town Development Office.

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

Respectfully submitted,

Lance Brabant, CPESC
Director of Planning & Environmental Services

MRB | group

Cc: Doug Finch, Town Manager
Chris Jensen, P.E., Code Enforcement Officer
Jim Fletcher, Highway and Water Superintendent
Jean Chrisman, Town Clerk
Richard Tiede, Marathon Engineering

2/6/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lots 69 & 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, last dated January 02, 2020 and being more particularly bounded and described as follows:

UE-1

Commencing at station 3+40.00 of Arbour Hill Drive, said point being the center of the cul-de-sac; thence a bearing of N 09° 59' 35" E, a distance of 75.00 to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning; thence

The following 3 courses through HOA AREA D:

1. A bearing of N 02° 08' 30" W, a distance of 137.77 feet to a point; thence
2. A bearing of N 87° 51' 30" E, a distance of 10.00 feet to a point; thence
3. A bearing of S 02° 08' 30" E, a distance of 140.66 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the beginning of a non-tangential curve; thence
4. Along said Right-of-Way a curve to the left, having a radius of 75.00 feet, and a distance of 10.42 feet to the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

3/5/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, last dated January 10, 2020 and being more particularly bounded and described as follows:

UE-2

Commencing at a point on the northerly Right-of-Way of St. James Parkway, said point being the common corner of HOA AREA D, and lands with Tax Account No. 112.19-1-500.31; thence along said Right-of-Way on a curve to the right having a radius of 605.00 feet and a distance of 154.96 feet to the point or place of beginning; thence

1. Through HOA AREA D, a bearing of S 81° 31' 31" E, a distance of 46.30 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the beginning of a non-tangential curve; thence
2. Along said Right-of-Way on a curve to the right, having a radius of 35.00 feet, and a distance of 37.55 feet to a point on the Right-of-Way of St. James Parkway; thence
3. Along said Right-of-Way, a bearing of N 58° 16' 11" W, a distance of 11.79 feet to the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

2/6/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, last dated January 02, 2020 and being more particularly bounded and described as follows:

UE-3

Commencing at a point on the northerly Right-of-Way of St. James Parkway, said point being the common corner of HOA AREA D and lands titled HOA B1, as shown on a map entitled "Lakewood Meadows Section 9B" and filed in the Ontario County Clerk's office at Map #35223 & #35224; thence along said Right-of-Way on a curve to the right having a radius of 820.00 feet a distance of 58.44 to a point, said point being the point or place of beginning; thence

1. Continuing along said Right-of-Way on a curve to the right, having a radius of 820.00 feet, and a distance of 11.21 feet to a point; thence
2. A bearing of N 03° 14' 09" W, a distance of 42.67 feet to a point; thence
3. A bearing of N 86° 45' 51" E, a distance of 10.00 feet to a point; thence
4. A bearing of S 03° 14' 09" E a distance of 47.74 feet to a point on the Right-of-Way of St. James Parkway, said point being the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

2/6/2020

Legal Description for
Lakewood Meadows Section 9D
Watermain Easement to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lots 69 & 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Section 9D of Lakewood Meadows Subdivision, Final Subdivision Plat Sheet 2" prepared by Marathon Engineering, having project number 0551-19, last dated January 02, 2020 and being more particularly bounded and described as follows:

WE-1

Commencing at station 3+40.00 of Arbour Hill Drive, said point being the center of the cul-de-sac; thence a bearing of N 31° 57' 34" E, a distance of 75.00 to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning; thence

1. Along said Right-of-Way on a curve to the right having a radius of 75.00 feet, and a distance of 20.58 feet to a point, thence;

The following 6 courses through HOA AREA D:

2. A bearing of N 05° 28' 21" W, a distance of 30.60 feet to a point; thence
3. A bearing of N 00° 44' 04" W, a distance of 46.37 feet to a point; thence
4. A bearing of N 88° 33' 30" W, a distance of 20.26 feet to a point; thence
5. A bearing of N 31° 33' 00" W, a distance of 68.51 feet to a point; thence
6. A bearing of N 63° 36' 02" W, a distance of 250.94 feet to a point; thence
7. A bearing of S 89° 31' 19" W, a distance of 29.63 feet to a point on the western property line of HOA AREA D; thence

8. Along said property line a, bearing of N 01° 43' 32" W, a distance of 20.00 feet to a point; thence

The following 7 courses through HOA AREA D:

9. A bearing of N 89° 31' 19" E, a distance of 34.85 feet to a point; thence
10. A bearing of S 63° 36' 02" E, a distance of 261.47 feet to a point; thence
11. A bearing of S 31° 33' 00" E, a distance of 63.39 feet to a point; thence
12. A bearing of S 88° 33' 30" E, a distance of 28.65 feet to a point; thence
13. A bearing of S 00° 44' 04" E, a distance of 64.65 feet to a point; thence
14. A bearing of S 06° 18' 15" E, a distance of 31.32 feet to a point; thence

15. A bearing of S 11° 16' 40" W, a distance of 9.12 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning.

Intending to describe a 20' proposed Watermain Easement to the Town of Canandaigua.

Description of
Lakewood Meadows, Section 9D
60 Foot Right of Way of
Proposed Arbour Hill Drive to be Dedicated to the Town of Canandaigua

ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, drawing numbers SV1.0 & SV1.1, and last revised January 2, 2020 and being more particularly bounded and described as follows:

Commencing at a point on the northerly Right-of-Way of St. James Parkway, said point being the common corner of HOA AREA D, and lands with Tax Account No. 112.19-1-500.31; thence along said Right-of-Way, a curve to the right having a radius of 605.00 feet and a distance of 154.96 feet to a point; thence continuing along said Right-of-Way a bearing of S 58° 16' 11" E, a distance of 11.79 feet to the beginning of a curve; thence continuing along said Right-of-Way on a curve to the to the left having a radius of 35.00 feet a distance of 34.89 feet to the point or place of beginning; thence

1. Along a curve to the left through an included angle of 33° 09' 21", having a radius of 35.00 feet, and a distance of 20.25 feet to the beginning of a compound curve; thence
2. Along a curve to the left through an included angle of 12° 29' 17", having a radius of 820.00 feet, and a distance of 178.72 feet to the beginning of a compound curve; thence
3. Along a curve to the left through an included angle of 58° 13' 09", having a radius of 30.00 feet, and a distance of 30.48 feet to the beginning of a compound curve; thence
4. Along a curve to the right through an included angle of 290° 11' 50", having a radius of 75.00 feet, and a distance of 379.87 feet to the beginning of a compound curve; thence
5. Along a curve to the left through an included angle of 52° 23' 24", having a radius of 30.00 feet, and a distance of 27.43 feet to the beginning of a compound curve; thence
6. Along a curve to the right through an included angle of 12° 56' 21", having a radius of 880.00 feet, and a distance of 198.73 feet to the beginning of a compound curve; thence
7. Along a curve to the left through an included angle of 32° 38' 25", having a radius of 35.00 feet, and a distance of 19.94 feet to a point on the northerly Right-of-Way of St. James Parkway; thence
8. Along said Right-of-Way, a bearing of N 58°16'11" W, a distance of 71.21 feet to the point or place of beginning.

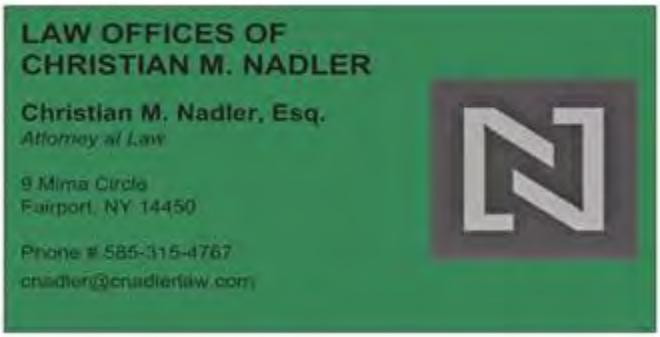
Intending to describe a 60' Right-of-Way for Arbour Hill Drive, to be dedicated to the Town of Canandaigua.

Eric Cooper

From: cnadler@cnadlerlaw.com
Sent: Tuesday, June 2, 2020 9:12 AM
To: 'Eric Cooper'
Cc: DBryson@lacykatzen.com
Subject: FW: Lakewood Meadows 9D
Attachments: Watermain Easement WE-1 2020.02.06.pdf; Utility Easement UE-1 2020.02.06.pdf; Utility Easement UE-2 2020.03.05.pdf; Utility Easement UE-3 2020.02.06.pdf; Lakewood 9D Water and Utility Easement (3).doc (T_Canandaigua).doc

I hereby approve the attached easements as to form.

Chris



From: Eric Cooper <zoninginspector@townofcanandaigua.org>
Sent: Monday, June 1, 2020 4:23 PM
To: Christian M. Nadler <cnadler@markiventerprises.com>
Cc: Eric Cooper <ecooper@townofcanandaigua.org>
Subject: FW: Lakewood Meadows 9D

Chris,

Can you take a look at the attached and let me know if they look ok?

Deadline for signatures is in a few days. And they need to have these filed before providing us plans to sign.

Eric A. Cooper
Planner
Town of Canandaigua
ecooper@townofcanandaigua.org
585-394-1120 x2254

From: Eric Cooper <zoninginspector@townofcanandaigua.org>
Sent: Thursday, May 21, 2020 1:26 PM
To: cnadler@cnadlerlaw.com
Cc: Eric Cooper <ecooper@townofcanandaigua.org>
Subject: FW: Lakewood Meadows 9D

Chris,

Let me know if the attached looks good.

Eric A. Cooper
Planner
Town of Canandaigua
ecooper@townofcanandaigua.org
585-394-1120 x2254

From: Daniel Bryson <DBryson@lacykatzen.com>
Sent: Thursday, May 14, 2020 11:59 AM
To: 'cnadler@cnadlerlaw.com' <cnadler@cnadlerlaw.com>
Cc: 'Cooper Eric (Canandaigua Zoning Officer)' <ecooper@townofcanandaigua.org>; 'Lance 'Brabant' <lbrabant@mrbgroup.com>; Richard Tiede <RTiede@marathoneng.com>
Subject: RE: Lakewood Meadows 9D

Chris:

Hope all is well.

Attached is a revised draft easement on the template requested for your review. Please confirm that the foregoing is acceptable and I will arrange to have our client execute. Thanks.

Dan

WE'VE MOVED!
Our downtown office is now conveniently located at 600 Bausch & Lomb Place – The 6th floor of Legacy Tower *(formerly the Bausch & Lomb building)*.
Please visit our website at lacykatzen.com for news and information.

Daniel S. Bryson
Email: dbryson@lacykatzen.com
Direct: (585) 324-5714
Fax: (585) 269-3010
www.LacyKatzen.com

Main Office Address:
600 Bausch & Lomb Place
Rochester, NY 14604-1686

Legal Assistant:
Cindy Junot
(585) 324-5793
cjunot@lacykatzen.com

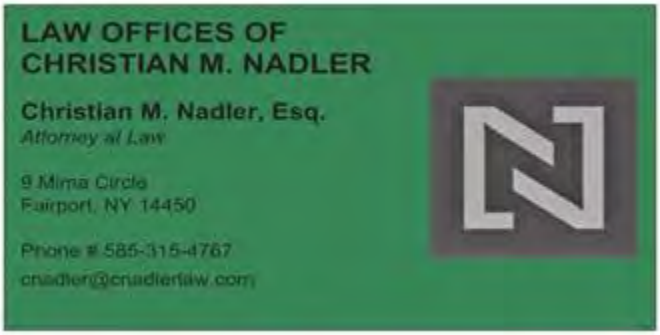
This message is being sent by or on behalf of a lawyer; it is intended for the exclusive use of its intended recipient and may contain information that is privileged or confidential or otherwise legally exempt from disclosure. If you are not the intended recipient or an employee or agent responsible for delivering this message to the intended recipient, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify us immediately by e-mail, discard any paper copies and delete all electronic files of the message. If you are not sure as to whether you are the intended recipient, please respond to the above e-mail address.

From: cnadler@cnadlerlaw.com [mailto:cnadler@cnadlerlaw.com]
Sent: Thursday, May 07, 2020 10:00 AM
To: Daniel Bryson
Cc: 'Cooper Eric (Canandaigua Zoning Officer)'; 'Lance 'Brabant'
Subject: Lakewood Meadows 9D

Dan – would you please put the utility easement on the attached form?

Thanks,

Chris



LACY KATZEN LLP
Attorneys at Law

DANIEL S. BRYSON
Partner
▪ *Direct Line* 585.324.5714
▪ *Direct Fax* 585.269.3010
▪ *Email* dbryson@lacykatzen.com

HAND DELIVERED

June 4, 2020

Town Clerk
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, New York 14424

RE: Water and Utility Easement - Lakewood Meadows Section 9D

To Whom It May Concern:

Enclosed please find an original water and utility easement in favor of the Town of Canandaigua regarding the above described regarding the above-described property. If you have any questions or require any further information please contact me.

Very truly yours,

LACY KATZEN LLP

Daniel S. Bryson

DSB/clj
Enclosures

WATER AND UTILITY EASEMENT
ST. JAMES PARKWAY / TAX MAP # 112.19-1-500.100

THIS EASEMENT is made this _____ day of _____, 20___, by and between **S & J MORRELL, INC.,** having an address of 1501 Pittsford-Victor Road Suite 100, Victor, New York 14564, hereinafter referred to as the "Grantor"; and the **TOWN OF CANANDAIGUA,** a municipal corporation, having its main office at 5440 Routes 5 & 20, Canandaigua New York 14424, hereinafter referred to as the "Grantee."

The Grantor is the owner of certain premises known as Section 9D of Lakewood Meadows Subdivision , located on St. James Parkway in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number 112.19-1-500.100, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a water and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto and as shown on the drawing entitled "Section 9D Lakewood Meadows Subdivision, Final Subdivision Plat Sheet 2 " prepared by Marathon Engineering, having project number 0551-19, last dated January 2, 2020, to be filed in the Ontario County Clerk's Office, hereinafter referred to as the "Easement Area."

The Easement Area is part of the Premises conveyed to Grantor by deed, recorded on or about January 5, 2004, in the Ontario County Clerk's Office in Liber 1111 of Deeds at Page 244, and by deed recorded on or about July 27, 2015 in the Ontario County Clerk's Office in Liber 1343 of Deeds, page 263.

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

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent water and utility easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto, at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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

The Grantee shall have the right and privilege at any time to enter upon and temporarily use an additional strip of land ten (10) feet in width immediately adjacent to each side of the permanent easement granted herein. At the termination of a temporary occupancy hereby authorized, the Grantee will restore, at its expense, the lawn and shrubbery of the Easement Area and the area of the Premises so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

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

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

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

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

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

S & J Morrell, Inc.

By:_____
Jeff Morrell, Vice-President

Town of Canandaigua

By:_____
Doug Finch, Town Manager

STATE OF NEW YORK]
COUNTY OF Monroe] ss:

On the 2nd day of June, 2020, before me, personally appeared **Jeff Morrell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

Notary Public

LISA M JAVIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6406514
Qualified in Ontario County
My Commission Expires: 3/30/2024

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

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

Notary Public

Legal Description for
Lakewood Meadows Section 9D
Watermain Easement to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lots 69 & 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Section 9D of Lakewood Meadows Subdivision, Final Subdivision Plat Sheet 2" prepared by Marathon Engineering, having project number 0551-19, last dated January 02, 2020 and being more particularly bounded and described as follows:

WE-1

Commencing at station 3+40.00 of Arbour Hill Drive, said point being the center of the cul-de-sac; thence a bearing of N 31° 57' 34" E, a distance of 75.00 to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning; thence

1. Along said Right-of-Way on a curve to the right having a radius of 75.00 feet, and a distance of 20.58 feet to a point, thence;

The following 6 courses through HOA AREA D:

2. A bearing of N 05° 28' 21" W, a distance of 30.60 feet to a point; thence
3. A bearing of N 00° 44' 04" W, a distance of 46.37 feet to a point; thence
4. A bearing of N 88° 33' 30" W, a distance of 20.26 feet to a point; thence
5. A bearing of N 31° 33' 00" W, a distance of 68.51 feet to a point; thence
6. A bearing of N 63° 36' 02" W, a distance of 250.94 feet to a point; thence
7. A bearing of S 89° 31' 19" W, a distance of 29.63 feet to a point on the western property line of HOA AREA D; thence

8. Along said property line a, bearing of N 01° 43' 32" W, a distance of 20.00 feet to a point; thence

The following 7 courses through HOA AREA D:

9. A bearing of N 89° 31' 19" E, a distance of 34.85 feet to a point; thence
10. A bearing of S 63° 36' 02" E, a distance of 261.47 feet to a point; thence
11. A bearing of S 31° 33' 00" E, a distance of 63.39 feet to a point; thence
12. A bearing of S 88° 33' 30" E, a distance of 28.65 feet to a point; thence
13. A bearing of S 00° 44' 04" E, a distance of 64.65 feet to a point; thence
14. A bearing of S 06° 18' 15" E, a distance of 31.32 feet to a point; thence

15. A bearing of S 11° 16′ 40″ W, a distance of 9.12 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning.

Intending to describe a 20′ proposed Watermain Easement to the Town of Canandaigua.

2/6/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

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UE-1

Commencing at station 3+40.00 of Arbour Hill Drive, said point being the center of the cul-de-sac; thence a bearing of N 09° 59' 35" E, a distance of 75.00 to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning; thence

The following 3 courses through HOA AREA D:

1. A bearing of N 02° 08' 30" W, a distance of 137.77 feet to a point; thence
2. A bearing of N 87° 51' 30" E, a distance of 10.00 feet to a point; thence
3. A bearing of S 02° 08' 30" E, a distance of 140.66 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the beginning of a non-tangential curve; thence
4. Along said Right-of-Way a curve to the left, having a radius of 75.00 feet, and a distance of 10.42 feet to the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

3/5/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawings entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, last dated January 10, 2020 and being more particularly bounded and described as follows:

UE-2

Commencing at a point on the northerly Right-of-Way of St. James Parkway, said point being the common corner of HOA AREA D, and lands with Tax Account No. 112.19-1-500.31; thence along said Right-of-Way on a curve to the right having a radius of 605.00 feet and a distance of 154.96 feet to the point or place of beginning; thence

1. Through HOA AREA D, a bearing of S 81° 31' 31" E, a distance of 46.30 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the beginning of a non-tangential curve; thence
2. Along said Right-of-Way on a curve to the right, having a radius of 35.00 feet, and a distance of 37.55 feet to a point on the Right-of-Way of St. James Parkway; thence
3. Along said Right-of-Way, a bearing of N 58° 16' 11" W, a distance of 11.79 feet to the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

2/6/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lot 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, last dated January 02, 2020 and being more particularly bounded and described as follows:

UE-3

Commencing at a point on the northerly Right-of-Way of St. James Parkway, said point being the common corner of HOA AREA D and lands titled HOA B1, as shown on a map entitled "Lakewood Meadows Section 9B" and filed in the Ontario County Clerk's office at Map #35223 & #35224; thence along said Right-of-Way on a curve to the right having a radius of 820.00 feet a distance of 58.44 to a point, said point being the point or place of beginning; thence

1. Continuing along said Right-of-Way on a curve to the right, having a radius of 820.00 feet, and a distance of 11.21 feet to a point; thence
2. A bearing of N 03° 14' 09" W, a distance of 42.67 feet to a point; thence
3. A bearing of N 86° 45' 51" E, a distance of 10.00 feet to a point; thence
4. A bearing of S 03° 14' 09" E a distance of 47.74 feet to a point on the Right-of-Way of St. James Parkway, said point being the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

Recording office time stamp

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☒ *mark an X if more than one grantor*)	Social security number (SSN)
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	**S & J Morrell, Inc.**	
	Mailing address **1501 Pittsford-Victor Road Suite 100**	SSN
	City: **Victor** State: **NY** ZIP code: **14564**	Employer Identification Number (EIN) 16-1560659
	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☒ *mark an X if more than one grantee*)	SSN
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	**Town of Canandaigua**	
	Mailing address 5440 Routes 5 & 20	SSN
	City: **Canandaigua** State: **NY** ZIP code: **14424**	EIN
	Single member's name if grantee is a single member LLC *(see instructions)*	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
112.19-1-500.100	320200	St. James Parkway	Canandaigua	Ontario

Type of property to be conveyed *(mark an **X** in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant Land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☒ Water/Utility Easement

Date of conveyance: ____ (month) ____ (day) 2020 (year)

Percentage of real property conveyed which is residential real property _____% *(see instructions)*

Condition of conveyance *(mark an **X** in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____%)
c. ☐ Transfer of a controlling interest (state percentage transferred _____%)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
i. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property party within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part 1 $ Schedule B., Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1 Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an **X** in the* Exemption claimed *box, enter consideration and proceed to Part 3)* ..... ☐ **Exemption claimed**	1.	0	00
2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.		
3 Taxable consideration *(subtract line 2 from line 1)*	3.	0	00
4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0	00
5. Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G)	5.		
6 Total tax due* *(subtract line 5 from line 4)*	6.	0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1 Enter amount of consideration for conveyance *(from Part 1, line 1)*	1.		
2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*...	2.		
3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))*.....	3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an X in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the State of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐

b. Conveyance is to secure a debt or other obligation..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐

e. Conveyance is given in connection with a tax sale..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no charge in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐

g. Conveyance consists of a deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *attach documents supporting such claim)*..... k ☐

*The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

S & J MORRELL, INC.		TOWN OF CANANDAIGUA	
By:	VP	By:	
Grantor signature Jeffrey D. Morrell	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers* and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferors/sellers listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law, § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you much complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax*, on Form TP-584-1, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions).*
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

2/6/2020

Legal Description for
Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

INTENDING TO DESCRIBE ALL THAT TRACT OR PARCEL OF LAND situate in The Phelps Gorham Purchase Township 9, Range 3, Town Lots 69 & 70, Town of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Section 9D of Lakewood Meadows Subdivision" prepared by Marathon Engineering, having project number 0551-19, last dated January 02, 2020 and being more particularly bounded and described as follows:

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The following 3 courses through HOA AREA D:

1. A bearing of N 02° 08' 30" W, a distance of 137.77 feet to a point; thence
2. A bearing of N 87° 51' 30" E, a distance of 10.00 feet to a point; thence
3. A bearing of S 02° 08' 30" E, a distance of 140.66 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the beginning of a non-tangential curve; thence
4. Along said Right-of-Way a curve to the left, having a radius of 75.00 feet, and a distance of 10.42 feet to the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

3/5/2020

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Utility Easements to the Town of Canandaigua
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1. Through HOA AREA D, a bearing of S 81° 31' 31" E, a distance of 46.30 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the beginning of a non-tangential curve; thence
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2/6/2020

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Lakewood Meadows Section 9D
Utility Easements to the Town of Canandaigua
Town of Canandaigua, County of Ontario

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1. Continuing along said Right-of-Way on a curve to the right, having a radius of 820.00 feet, and a distance of 11.21 feet to a point; thence
2. A bearing of N 03° 14' 09" W, a distance of 42.67 feet to a point; thence
3. A bearing of N 86° 45' 51" E, a distance of 10.00 feet to a point; thence
4. A bearing of S 03° 14' 09" E a distance of 47.74 feet to a point on the Right-of-Way of St. James Parkway, said point being the point or place of beginning.

Intending to describe a proposed Utility Easement to the Town of Canandaigua.

Legal Description for
Lakewood Meadows Section 9D
Watermain Easement to the Town of Canandaigua
Town of Canandaigua, County of Ontario

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Commencing at station 3+40.00 of Arbour Hill Drive, said point being the center of the cul-de-sac; thence a bearing of N 31° 57' 34" E, a distance of 75.00 to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning; thence

1. Along said Right-of-Way on a curve to the right having a radius of 75.00 feet, and a distance of 20.58 feet to a point, thence;

The following 6 courses through HOA AREA D:

2. A bearing of N 05° 28' 21" W, a distance of 30.60 feet to a point; thence
3. A bearing of N 00° 44' 04" W, a distance of 46.37 feet to a point; thence
4. A bearing of N 88° 33' 30" W, a distance of 20.26 feet to a point; thence
5. A bearing of N 31° 33' 00" W, a distance of 68.51 feet to a point; thence
6. A bearing of N 63° 36' 02" W, a distance of 250.94 feet to a point; thence
7. A bearing of S 89° 31' 19" W, a distance of 29.63 feet to a point on the western property line of HOA AREA D; thence

8. Along said property line a, bearing of N 01° 43' 32" W, a distance of 20.00 feet to a point; thence

The following 7 courses through HOA AREA D:

9. A bearing of N 89° 31' 19" E, a distance of 34.85 feet to a point; thence
10. A bearing of S 63° 36' 02" E, a distance of 261.47 feet to a point; thence
11. A bearing of S 31° 33' 00" E, a distance of 63.39 feet to a point; thence
12. A bearing of S 88° 33' 30" E, a distance of 28.65 feet to a point; thence
13. A bearing of S 00° 44' 04" E, a distance of 64.65 feet to a point; thence
14. A bearing of S 06° 18' 15" E, a distance of 31.32 feet to a point; thence

15. A bearing of S 11° 16’ 40” W, a distance of 9.12 feet to a point on the Right-of-Way of Arbour Hill Drive, said point being the point or place of beginning.

Intending to describe a 20’ proposed Watermain Easement to the Town of Canandaigua.

ATTACHMENT 16

Town of Canandaigua

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

TOWN OF CANANDAIGUA
TOWN CLERK
RECEIVED
JUN 01 2020
RECEIVED

June 1, 2020

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

RE: ***MARKS FOR LAESE***

PATIO & DECK INSTALLATION - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP NO. 98.15-1-43.100
CPN NO. 2020-014
ADDRESS: 3516 SANDY BEACH DRIVE

PAID
JUN 03 2020
By CK#140

Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated May 29, 2020, prepared by Brennan Marks 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 **$517 (Five-Hundred Seventeen Dollars and No 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

6/3/20

Date

MarksEngineering
42 Beeman St.
Canandaigua, NY 14424

TOWN OF CANANDAIGUA
DEVELOPMENT OFFICE
RECEIVED
MAY 29 2020
FOR REVIEW

3516 Sandy Beach Dr.
Canandaigua, NY 14424

Engineer's Opinion of Probable Cost

	Quanity	Unit	Unit Cost	Sub Total
Silt Fence Material	200	ft	$ 2.00	$ 400.00
Temporary Seed 25#	2	Bag	$ 25.00	$ 50.00
Straw Mulch Material	10	bale	$ 2.00	$ 20.00
Contingency	1	ea	$ 47.00	$ 47.00
			Total	$ 517.00

ATTACHMENT 17

MarksEngineering
42 BEEMAN ST
CANANDAIGUA, NY 14424
(585)905-0360
INFO@MARKSENGINEERING.COM

MARC LAJEUNESSE
MIDDLE CHESSIRE RD
TOWN OF CANANDAIGUA

Engineer's Opinion of Probable Cost

Erosion & Sedment Control

	Quanity	Unit	Unit Cost	Sub Total
Silt Fence Material	340	ft	$ 0.50	$ 170.00
Seed 25#	2	Bag	$ 25.00	$ 50.00
Straw Mulch Material	20	bale	$ 2.00	$ 40.00
Stabilized Entrance	1	ea	$ 150.00	$ 150.00
Contingency	1	ea	$ 41.00	$ 41.00
			Total	$ 451.00

STATE OF NEW YORK
BRENNAN A MARKS
093182
LICENSED PROFESSIONAL ENGINEER

RECEIVED

Town of Canandaigua

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

TOWN OF CANANDAIGUA
TOWN CLERK
RECEIVED
APR - 9 2020
RECEIVED

March 27, 2020

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

RE: ***MARKS FOR LAJEUNESSE***
NEW SINGLE FAMILY DWELLING - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP NO. 126.00-1-23.112
CPN NO. 2019-066
ADDRESS: 4529 MIDDLE CHESHIRE ROAD

Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated February 21. 2020, 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 **$451.00 (Four-Hundred Fifty-One Dollars and No 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

APPROVED

Doug Finch – Town Manager

5/18/20

Date

m:\projects\cpn-2019-066 middle cheshire road\middle cheshire road 4529 2020-03-27 surety review.docx

ATTACHMENT 18

Town of Canandaigua

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TOWN OF CANANDAIGUA
TOWN CLERK
RECEIVED
MAY 22 2020
RECEIVED

May 22, 2020

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

RE: ***VENEZIA FOR LUPTON***

NEW SINGLE FAMILY DWELLING - EROSION CONTROL SURETY ESTIMATE REVIEW
TAX MAP NO. 98.13-1-18.110
CPN NO. 2020-003
ADDRESS: 3459 LAKEVIEW LANE

PAID
MAY 28 2020
BY CK# 904

Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated January 17, 2020, prepared by Erin Joyce PE of Venezia and Associates for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **$6,556.99 (Six-Thousand Five-Hundred Fifty-Six Dollars and Ninety-Nine 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

5/28/20

Date

m:\projects\cpn-2020-003 lakeview lane 3459, lupton\lakeview lane 3459 2020-05-22 surety review.docx

VENEZIA
AND ASSOCIATES
LAND SURVEYORS AND CIVIL ENGINEERS

Surety Estimate – Erosion and Sediment Control and Drainage at 3459 Lakeview Lane

Prepared by: Venezia and Associates

Prepared For: Al Lupton Residence

Section A: Erosion Control	$5,960.90
10% Contingency:	$596.09
TOTAL ESTIMATE:	$6,556.99

By Venezia and Associates

Erin V. Joyce

Erin V. Joyce, PE **January 16, 2020**

Section A: Erosion Controls

Item Description	Estimated Quantity	Unit	Unit Price ($)	Estimate
Stabilized Construction Entrance	1	EA	500.00	$500.00
Silt Fence	430	LF	6.45*	$2,773.50
Level Spreader (3' width)	1 (3CY/EA)	CY	85.00	$255.00
Erosion Control Blanket	360	SY	1.59*	$572.40
Permanent Lawn	1000	SY	$1.86*	$1,860.00
			TOTAL SECTION A	**$5,960.90**

Source: *NYS DOT Weighted Average Item Price Report – April 1, 2017 to March 31, 2019 (Avg of all Regions)
Source: ** Town of Canandaigua Development Office

TOWN OF CANANDAIGUA DEVELOPMENT OFFICE
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JAN 2020
FOR REVIEW