

# Canandaigua Town Board

## Meeting Agenda for

### May 20, 2024

### Onnalinda Room - 6:00pm

#### **ZOOM MEETING INFORMATION:**

Please register in advance of this meeting using the following link:

[https://us02web.zoom.us/meeting/register/tZYqc-GtgTotH92PBu15q7\\_hCirh9kEvA6VV](https://us02web.zoom.us/meeting/register/tZYqc-GtgTotH92PBu15q7_hCirh9kEvA6VV)

After registering, you will receive a confirmation email containing information about joining the meeting.

*Please be aware all participants will be muted upon entry to the meeting and will only be able to speak after being acknowledged. Participants should use the "raise hand" feature or the chat box to request to speak. No screen sharing will be permitted. All meetings are recorded. Individuals will be removed from the meeting for inappropriate behavior.*

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

#### *Continued Public Hearings:*

A Public Hearing regarding the Adoption of a Text Code Amendment to Town Code Creating Chapter 201 Short Term Rentals to Replace Chapter 220-9.1 (**Resolution 2024-111 pertains to this Public Hearing- See Attachment #3**)

#### *New Public Hearings:*

A Public Hearing on the Proposed 2024 Town of Canandaigua Water System Improvement Project (**Resolution 2024-138**)

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

- c. Ordinance
- d. Economic Development
- B. Reports of Citizen Boards, Committees and Commissions

➤ Privilege of the Floor

➤ Continuing Resolutions and Motions

- RESOLUTION NO. 2024 - 111: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CREATING CHAPTER 201 SHORT TERM RENTALS TO REPLACE CHAPTER 220-9.1  
**(Attachment #3)**

➤ Resolutions and Motions

**FINANCE**

- RESOLUTION NO. 2024-125: AUTHORIZATION TO TRANSFER FUNDS FOR WEBSITE IMPROVEMENT AND PUBLIC COMMUNICATION ENHANCEMENT:
- RESOLUTION 2024-126: ENTERING INTO AN AGREEMENT WITH NEW WAVE ENERGY FOR FIXED RATE NATURAL GAS SUPPLY SERVICE
- RESOLUTION NO. 2024 –127: ACKNOWLEDGING THE CANCELLATION OF OUTSTANDING CHECKS FOR RECEIVER OF TAXES
- RESOLUTION NO. 2024 –128: AMENDMENTS TO 2024 FEE SCHEDULE
- RESOLUTION 2024-129 – RESOLUTION TO ENGAGE WITH MRB GROUP FOR TOWN HALL RENOVATION AND REDESIGN SERVICES
- RESOLUTION NO. 2024-130: AUTHORIZING THE PURCHASE OF THREE HARD COPIES OF THE TOWN OF CANANDAIGUA RECONNAISSANCE-LEVEL SURVEY, PART II. HISTORIC RESOURCE INVENTORY FORMS
- RESOLUTION NO. 2024-131: AUTHORIZING BUDGET AMENDMENTS AND INCREASE OF SALARY FOR HIGHWAY AND WATER SUPERINTENDENT
- RESOLUTION NO. 2024-132: AUTHORIZING THE APPROPRIATION OF FUND BALANCE FROM THE GENERAL FUND TO PURCHASE A NEW VEHICLE
- RESOLUTION NO. 2024 –133: UPDATING TOWN OF CANANDAIGUA INVESTMENT POLICY AND DESIGNATION OF NY MUNI TRUST AS AN APPROVED OFFICE DEPOSITORY

**PLANNING / PUBLIC WORKS**

- RESOLUTION NUMBER: 2024-134: BRIDGE NY RESOLUTION BY THE TOWN OF CANANDAIGUA (CULVER PROJECT- MUNICIPALITY ADMINISTERED) BRIDGE NY CONTRACT NO. D041054; PIN 4BNY.65 AUTHORIZING THE IMPLEMENTATION AND FUNDING OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, OF WHICH QUALIFIED COSTS UP TO THE CAP OF \$1,500,000 MAY BE REIMBURSED FROM BRIDGE NY FUNDS
- RESOLUTION NO. 2024 -135:2024 TOWN OF CANANDAIGUA WATER IMPROVEMENT PROJECT– SEQR LEAD AGENCY AND DETERMINATION OF SIGNIFICANCE RESOLUTION
- RESOLUTION NO. 2023-136: ACCEPTING PROPOSALS FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICE ONANDA PARK BATH HOUSE DESIGN AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT
- RESOLUTION NO. 2023-137: ACCEPTING PROPOSALS FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICE ONANDA PARK UPLAND IMPROVMENTS AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT
- RESOLUTION # 2024-138: PUBLIC INTEREST ORDER PURSUANT TO NYS TOWN LAW § 202-b RELATING TO THE CONSTRUCTION OF 2024 TOWN OF CANANDAIGUA WATER SYSTEM IMPROVEMENTS

- RESOLUTION 2024-139: AUTHORIZING GENERAL OBLIGATION SERIAL BONDS TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS WITHIN THE TOWN, AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES IN CONTEMPLATION THEREOF, THE EXPENDITURE OF SUMS FOR SUCH PURPOSE, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

## **ORDINANCE**

### **ECONOMIC DEVELOPMENT / GENERAL**

- RESOLUTION NO. 2024 –140: STANDARD WORKDAY FOR TOWN BOARD MEMBER
- RESOLUTION NO. 2024 –141: APPOINTMENT OF EDWARD DEUTSCHLANDER TO THE VACANT POSITION ON THE TOWN ENVIRONMENTAL CONSERVATION BOARD
- RESOLUTION NO. 2024-142: APPOINTMENT OF SEASONAL EMPLOYEES
- RESOLUTION NO. 2024-143: APPOINTMENT OF CODE ENFORCEMENT OFFICER
- RESOLUTION NO. 2024 144: APPOINTMENT OF MOTOR EQUIPMENT OPERATOR
- RESOLUTION NO. 2024 – 145: ADOPTION AND ACKNOWLEDGEMENT OF THE TOWN OF CANANDAIGUA OPEN SPACE POLICY AND PROCEDURE
- RESOLUTION 2024-146: GRANTING A CABLE TELEVISION FRANCHISE AGREEMENT HELD BY SPECTRUM NORTHEAST LLC IN THE TOWN OF CANANDAIGUA
- RESOLUTION NO. 2024-147: AMENDING THE TOWN OF CANANDAIGUA VACATION, SICK, AND PERSONAL LEAVE POLICY
- RESOLUTION NO. 2024-148: AUTHORIZING ISSUANCE OF FACILITY ALCOHOLIC BEVERAGE PERMIT TO KELLY BUSH
- RESOLUTION NO. 2024-149: ENGAGING WITH IC9DESIGN FOR WEBSITE REDESIGN
- RESOLUTION 2024-150: ENGAGING GOGOV FOR CITIZEN NOTIFICATION AND ALERT SOFTWARE
- RESOLUTION NO. 2024 –151: ACCEPTING ACCESS, UTILITY, AND STORMWATER EASEMENTS RELATED TO BLUE SKY TOWERS AT 4430 DEUEL ROAD, DIRECTING TOWN SUPERVISOR TO SIGN SAID EASEMENTS, AND FURTHER DIRECTING TOWN CLERK TO RECORD SAID EASEMENTS AT THE ONTARIO COUNTY CLERK’S OFFICE
- RESOLUTION 2024-152: AGREEMENT FOR THE SALE OF REAL PROPERTY TO GEMCOLE PROPERTIES C/O SANDMANS RCD BRICKYARD ROAD TOWN OF CANANDAIGUA, ONTARIO COUNTY NEW YORK.
- RESOLUTION 2024-153: AUTHORIZING THE TOWN SUPERVISOR TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE CITY OF CANANDAIGUA FOR FIREWORKS ON JULY 6, 2024

### **RESOLUTION NO. 2024 - 111: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CREATING CHAPTER 201 SHORT TERM RENTALS TO REPLACE CHAPTER 220-9.1**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering the adoption of a Local Law to execute a text code amendment to Town Code replacing Chapter §220-9.1 in its entirety with a new Chapter §201 Short Term Rentals; and

**WHEREAS**, the Town of Canandaigua Town Board Ordinance Committee, the Planning Board, and the Environmental Conservation Board have all reviewed the draft law at their respective meetings; and

**WHEREAS**, the Ontario County Planning Board has reviewed and provided comment on the draft law; and

**WHEREAS**, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on April 22, 2024 and May 20, 2024; and

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua hereby adopts Local Law No. \_\_\_\_ of the Year 2024; and

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

**BE IT FINALLY RESOLVED**, the Town Board of the Town of Canandaigua hereby directs the Town Clerk to enter Local Law No. \_\_\_\_ of the Year 2024 in the minutes of this meeting, and in the Local Law Book of the Town of Canandaigua, and to give due notice of the adoption of said Local Law to the Secretary of State of New York.

**(Attachment #3)**

**RESOLUTION NO. 2024-125: AUTHORIZATION TO TRANSFER FUNDS FOR WEBSITE IMPROVEMENT AND PUBLIC COMMUNICATION ENHANCEMENT:**

**WHEREAS**, the Town of Canandaigua recognizes the importance of effective public communication and outreach; and

**WHEREAS**, the Town aims to enhance its online presence and improve accessibility to information for residents and visitors alike; and

**WHEREAS**, the Town has identified a need to allocate funds towards the improvement of its website and the enhancement of public service information dissemination; and



**WHEREAS**, after discussion between The Town Supervisor, The Highway and Water Superintendent, and The Director of Human Resources and Parks appropriate funding has been located for this budget line; and

**WHEREAS**, there exists a surplus in budget line AA100.3310.200 Traffic. Capital. Equipment can be reallocated for this purpose; and

**WHEREAS**, budget line AA100.1480.400 Public Service Information Contractual. Software Communications aligns with the intended use of the reallocated funds;

**WHEREAS**, the transferred funds shall be utilized for the improvement of the Town's website and the enhancement of public communication and outreach efforts: and

**NOW, THEREFORE, BE IT RESOLVED**, by the Canandaigua Town Board, that The Town Finance Clerk is hereby authorized and directed to complete the following budget adjustments:

DECREASE:		
AA100.3110.200	Traffic. Capital. Equipment	\$15,000
INCREASE:		
AA100.1480.400	Public Service Info. Contractual	\$15,000

**BE FINALLY RESOLVED** that the Town Clerk is hereby directly to provide a copy of this resolution to the Town Supervisor, Town Highway and Water Superintendent, and Finance Clerk II. **(Attachment #4)**

**RESOLUTION 2024-126: ENTERING INTO AN AGREEMENT WITH NEW WAVE ENERGY FOR FIXED RATE NATURAL GAS SUPPLY SERVICE**

**WHEREAS**, the Canandaigua Town Board recognizes the importance of securing reliable and cost-effective natural gas supply for municipal operations and facilities; and

**WHEREAS**, New Wave Energy has demonstrated a track record of providing dependable and competitively priced natural gas supply services to municipalities and businesses; and

**WHEREAS**, entering into an agreement with New Wave Energy for fixed-rate natural gas supply service would provide stability and predictability in energy costs for the Town of Canandaigua; and

**WHEREAS**, the Town Board has reviewed the terms and conditions of the proposed agreement and finds them to be in the best interest of the Town;

**NOW, THEREFORE, BE IT RESOLVED**, that the Canandaigua Town Board hereby authorizes and directs the Town Supervisor to enter into an agreement with New Wave Energy for fixed-rate natural gas supply service, for the length of 23 months at a rate of .48/ccf in accordance with the terms and conditions outlined in the agreement presented to the Board;

**BE IT FURTHER RESOLVED**, that the Town Supervisor is hereby authorized to execute any documents and take any actions necessary to effectuate the terms of the agreement with New Wave Energy, including but not limited to providing notice to existing natural gas suppliers and arranging for the commencement of service with New Wave Energy;

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to provide a certified copy of this resolution to New Wave Energy, The Town Supervisor and Finance Clerk. **(Attachment #5)**

**RESOLUTION NO. 2024 –127: ACKNOWLEDGING THE CANCELLATION OF OUTSTANDING CHECKS FOR RECEIVER OF TAXES**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) is aware that the Laws of New York, Article 2, Section 21, allows for the cancellation of checks which have been outstanding for more than one year from the respective dates thereof; and

**WHEREAS**, the Town Clerk / Receiver of Taxes and Finance Clerk have identified and detailed checks that have been outstanding for more than one year and have processed the cancellation of these items, crediting the total amount to AA100.1090 (Penalty on Taxes) in the amount of \$31.21; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board hereby acknowledges the cancellation of the detailed outstanding checks and recognizes that any such check may be reissued upon request by the lawful holder within six years of the original date of issuance; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Clerk/Receiver of Taxes, Town Supervisor, and Finance Clerk II. **(Attachment #6)**

**RESOLUTION NO. 2024 –128: AMENDMENTS TO 2024 FEE SCHEDULE**

**WHEREAS**, there are multiple items in the Town of Canandaigua’s 2024 Fee schedule that need to be edited across multiple departments; and

**WHEREAS**, the Town Parks Coordinator has identified the need to remove the following cabins; Chule, Kiniks, and Gowana, from the fee schedule since the cabins have been removed and are no longer available to rent; and

**WHEREAS**, the Town Clerk’s office and the Ordinance Committee are suggesting to change the fee for a Short Term Rental permit from \$900 per three years per dwelling to \$300 per year per dwelling; and

**WHEREAS**, the Town Clerk is recommending these amendments to the 2024 Adopted Fee Schedule; and

**NOW THEREFORE BE IT RESOLVED** that the Town Board of the Town of Canandaigua has reviewed these recommendations and hereby approves these amendments to the adopted 2024 Fee Schedule effective May 20, 2024.

**(Attachment #7)**

**RESOLUTION 2024-129 – RESOLUTION TO ENGAGE WITH MRB GROUP FOR TOWN HALL RENOVATION AND REDESIGN SERVICES**

**WHEREAS**, the Town of Canandaigua recognizes the need for renovation and redesign of the Town Hall to better serve the community and enhance operational efficiency; and

**WHEREAS**, MRB Group has extensive experience and expertise in providing engineering and architectural design services for municipal projects; and

**WHEREAS**, the Town of Canandaigua seeks to engage MRB Group to provide comprehensive renovation and redesign services for the Town Hall renovation project; and

**WHEREAS**, sufficient funding exists in H42 Capital Projects – Town Hall Renovations to fund this renovation project;

**NOW, THEREFORE BE IT RESOLVED** by the Town Board of the Town of Canandaigua, Ontario County, New York, that:

1. MRB Group is hereby engaged to provide architectural and design services for the renovation and redesign of the Town Hall.
2. The Town Supervisor is authorized and directed to enter into a contract with MRB Group for the provision of said services, subject to the approval of the Town Attorney.

**RESOLVED**, that copies of this resolution be provided to the Town Supervisor, Finance Clerk, Director of Human Resources, and MRB Group. **(Attachment #8)**

**RESOLUTION NO. 2024-130: AUTHORIZING THE PURCHASE OF THREE HARD COPIES OF THE TOWN OF CANANDAIGUA RECONNAISSANCE-LEVEL SURVEY, PART II. HISTORIC RESOURCE INVENTORY FORMS**

**WHEREAS**, the Town of Canandaigua has contracted for the completion of the second and final phase of a Reconnaissance-Level Survey of Historic Resources, with partial reimbursement under a Preserve New York grant from the Preservation League of New York State; and

**WHEREAS**, the Town has received the final report in digital form along with one paper copy which is housed at the Town Clerk’s Office and has made the digital copy available online to the public through the Town’s website; and

**WHEREAS**, the Town’s Local History Team and Town Historian have recommended that three additional hard copies be made with one house at the Town Historian’s Office and two donated to the Wood Library and the Ontario County Historical Society to make the survey information readily accessible to the public in paper format; and

**WHEREAS**, the Phase 1 report for the initial phase of the survey was printed and donated to the Wood Library and the Ontario County Historical Society in 2020; and

**WHEREAS**, the Town Historian has secured cost estimates from two local printers for the cost of printing and binding of the 576-page survey report with the lowest quote being \$600,

**BE IT RESOLVED THAT** the following budget adjustment be made to provide adequate funding for the project;

Decrease	AA100.1355.400 Assessor Contractual	\$600.00
Increase	AA100.7510.400 Historian Contractual	\$600.00

**NOW THEREFORE BE IT RESOLVED**, the Town Board authorizes the Town Historian to purchase two hard copies of the Town of Canandaigua Reconnaissance-Level Survey, Part II for donation to the Wood Library and the Ontario County Historical Society at a cost not to exceed \$600; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Town Historian, Finance Clerk and Town Supervisor.

**RESOLUTION NO. 2024-131: AUTHORIZING BUDGET AMENDMENTS AND INCREASE OF SALARY FOR HIGHWAY AND WATER SUPERINTENDENT**

**WHEREAS** The Highway and Water superintendent James Fletcher has consistently demonstrated exceptional performance, dedication, and beneficial contributions to the Town of Canandaigua for more than fifteen years; and

**WHEREAS** the Highway and Water superintendent’s responsibilities have expanded significantly since their last salary review, showcasing his commitment to taking on additional tasks and delivering results beyond expectations resulting in significant financial savings in overall Town expenses; and

**WHEREAS** research indicates that the current compensation for position and level of the Highway and Water Superintendent is underneath industry standards, making it necessary to ensure fair and competitive remuneration; and

**WHEREAS** it is important to the Town of Canandaigua to retain leading talent, foster employee satisfaction, and maintain a positive work culture by fulfilling and recognizing outstanding performance; and

**WHEREAS** the Canandaigua Town Board is recommending a \$30,000 increase in budget line AA100.5010.110 Highway Superintendent Elected from \$60,000 to \$90,000 and a \$15,000 increase in budget line SW500.8310.120 Water Superintendent from \$75,000 to \$90,000; and

**WHEREAS** the following budget amendments are required to be completed to fund the increase in salary for the additional compensation:

Increase:

AA100.5010.110	Highway Superintendent	\$ 30,000.00
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Decrease:

AA100.0917.000	Unassigned fund balance	\$ 30,000.00
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Increase:

SW500.8310.120	Water Superintendent	\$ 15,000.00
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Decrease:

SW500.0915.000	Unassigned fund balance	\$ 15,000.00; and
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**THEREFORE, IT BE RESOLVED** that the town board hereby approve the following increase to each budget line to be effective May 20, 2024, and that the Town Clerk will provide a resolution to the Human Resource and Payroll Coordinator and Highway and Water Superintendent.

**BE FINALLY RESOLVED** that the Town Clerk is hereby directly to provide a copy of this resolution to the Town Supervisor, Town Highway and Water Superintendent, and Finance Clerk II.

**RESOLUTION NO. 2024-132: AUTHORIZING THE APPROPRIATION OF FUND BALANCE FROM THE GENERAL FUND TO PURCHASE A NEW VEHICLE**

**WHEREAS** the Town of Canandaigua 2024 Adopted Town Budget includes \$35,000.00 for the purchase of a new Code Enforcement vehicle from expense account AA 100. 8664.200 (Capital Equipment); and

**WHEREAS** the cost of the new vehicle is higher than the amount budgeted in the 2024 and

**WHEREAS** the Highway & Water Superintendent is recommending an appropriation of Fund Balance to pay for the additional cost of the new vehicle and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby authorizes the appropriation of Fund Balance in the General Fund (AA100.90000) and directs the Town Supervisor and Finance Clerk to make the following budget transfer in the 2024 Town Budget:

Decrease: AA 100.90000 (Unappropriated fund balance) \$ 13,000.00  
Increase: AA 100.8664.200 (Code Enforcement vehicle) \$ 13,000.00; and

**BE IT FINALLY RESOLVED**, the Town Board directs the Town Clerk to provide a copy of this resolution to the Town Supervisor , Budget Officer, Finance Clerk II, and Highway & Water Superintendent.

**RESOLUTION NO. 2024 –133: UPDATING TOWN OF CANANDAIGUA INVESTMENT POLICY AND DESIGNATION OF NY MUNI TRUST AS AN APPROVED OFFICE DEPOSITORY**

**WHEREAS**, the Town of Canandaigua seeks to diversify its approved depositories for the safekeeping of its funds; and

**WHEREAS**, Muni Trust has demonstrated its capability and reliability as a financial institution; and

**WHEREAS**, it is in the best interest of the Town of Canandaigua to establish a relationship with Muni Trust as an approved depository;

**BE IT RESOLVED**, pursuant to Town Law, §64(1), the Canandaigua Town Board hereby designates NY Muni Trust or their successors; as a depository in which all Town Officers may deposit Town Monies

**BE IT RESOLVED** , Pursuant to Town Law, §64(1), the Canandaigua Town Board hereby updates its official investment policy and designates the Canandaigua National Bank and Trust Co. or their successors; Lyons National Bank or their successors; American Deposit or their successors, NYCLASS or their successors, and NY Muni Trust or their successors; as the depositories in which all Town Officers shall deposit all Town Monies.

**NOW THEREFORE BE IT RESOLVED** by the Town Board of the Town of Canandaigua, Ontario County, New York, that:

1. Muni Trust is hereby approved as an official depository of the Town of Canandaigua.
2. The Town Supervisor is authorized and directed to execute any necessary agreements or documents to establish and maintain a banking relationship with Muni Trust.
3. The Town Clerk is directed to notify Muni Trust of the approval and provide any required documentation.
4. The Town Clerk is directed to officially update the Town of Canandaigua Investment Policy to reflect the addition of NY Muni Trust as an official depository of the Town of Canandaigua.

**FINALLY RESOLVED**, that copies of this resolution be provided to The Town Supervisor, Finance Clerk, and NY Muni Trust.

**(Attachment #9)**

**RESOLUTION NUMBER: 2024-134: BRIDGE NY RESOLUTION BY THE TOWN OF CANANDAIGUA (CULVER PROJECT-MUNICIPALITY ADMINISTERED ) BRIDGE NY CONTRACT NO. D041054; PIN 4BNY.65 AUTHORIZING THE IMPLEMENTATION AND FUNDING OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, OF WHICH QUALIFIED COSTS UP TO THE CAP OF \$1,500,000 MAY BE REIMBURSED FROM BRIDGE NY FUNDS,**

**WHEREAS** a project for the Town of Canandaigua, P.I.N. 4BNY.65 (the "Project") is eligible for reimbursement of qualified costs up to the cap of \$1,500,000 from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ratio of 100% Bridge NY funds and 0% non-Bridge NY funds up to the cap of \$1,500,000; and

**WHEREAS**, Ravi Engineering will design, let, and administer all phases of the Project.

**WHEREAS**, the Town of Canandaigua desires to advance the Project by making a commitment of 100% of the costs of \$2,027,386.00 work for the Project or portions thereof.

**NOW, THEREFORE**, the Town of Canandaigua Town Board (hereinafter referred to as "Town Board"), duly convened does hereby.

**RESOLVE**, that the Town Board hereby approves the Project; and it is hereby further.

**RESOLVED**, that the Town Board hereby authorizes the Town of Canandaigua to pay 100% of the cost of work for the Project or portions thereof, with the understanding that qualified costs up to the cap of \$1,500,000 will be reimbursed from Bridge NY funding with a local non-part share of \$527,386; and it is further.

**RESOLVED**, that the sum of \$2,027,386.00 is hereby appropriated from the Capital Fund and made available to cover the cost of participation in the above phase of the Project; and it is further.

**RESOLVED**, that the Town Board hereby agrees that the Town of Canandaigua shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Town of Canandaigua; and it is further.

**RESOLVED**, that in the event the costs of the Project exceed the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the NYS DOT thereof, and it is further

**RESOLVED**, that the Town Board hereby agrees that the Town of Canandaigua hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

**RESOLVED**, that the Supervisor of the Town of Canandaigua be and is hereby authorized to execute all necessary agreements, certifications, or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Town of Canandaigua in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs, and it is further.

**RESOLVED**, that the Town of Canandaigua will be responsible for all maintenance of the Project; and it is further.

**RESOLVED**, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

**RESOLVED**, this Resolution shall take effect immediately.

**(Attachment #10)**

**RESOLUTION NO. 2024 -135: 2024 TOWN OF CANANDAIGUA WATER IMPROVEMENT PROJECT– SEQR LEAD AGENCY AND DETERMINATION OF SIGNIFICANCE RESOLUTION**

**WHEREAS**, the Town of Canandaigua Town Board (hereinafter referred to as Town Board) on April 8, 2024 declared its intent to be designated the Lead Agency for the Town of Canandaigua Consolidated Watermain Replacement Project (hereinafter referred to as Action) under the provisions of the State Environmental Quality Review (SEQR) Regulations; and

**WHEREAS**, the Town Board has provided written notices to this effect to the involved and interested agencies; and

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

**WHEREAS**, the Town Board has previously determined that it is the most appropriate agency to insure the coordination of this Action and for making the determination of significance thereon under the SEQR Regulations.

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

**BE IT FURTHER RESOLVED**, the Town Board has reviewed and accepted the completed Full Environmental Assessment Form Part 1 and Parts 2 and 3 prepared by the Town Engineer (MRB Group); and

**BE IT FURTHER RESOLVED**, the Town Board has given consideration to the criteria for determining significance as set forth in Section 617.7(c) (1) of the SEQR Regulations and the information contained in Full Environmental Assessment Form Parts 1, 2, and 3.

**NOW THEREFORE BE IT FINALLY RESOLVED**, that said Action **WILL NOT** result in any significant adverse environmental impacts based on the review of the Full Environmental Assessment Form, and that the Town Board does hereby make a Determination of Non-Significance on said Action, and the Town Supervisor is hereby directed to sign the Full EAF Part 3 (Negative Declaration) as evidence of the Town Board's determination of environmental non-significance.

**BE IT FINALLY RESOLVED**, the Town Clerk is hereby directed to provide a copy of this resolution to the Town Supervisor, Water Superintendent, and the Town Engineer. **(Attachment #11)**

**RESOLUTION NO. 2023-136: ACCEPTING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICE ONANDA PARK BATH HOUSE DESIGN AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT**

**WHEREAS** the Town of Canandaigua Town Board (herein after referred to as "Town Board") has been in discussion about the desired improvements at Onanda Park Upland and

**WHEREAS** the town board has received a proposal from MRB Group dated May 3, 2024, for professional services to provide a design of a fully accessible bath house and

**NOW THEREFORE, BE IT RESOLVED**, the Town Board hereby accepts the proposal from MRB Group dated May 3, 2024 for professional services to professional services for the Onanda Park Upland Improvements at a cost not to exceed \$ 39,000.00 to be paid from budget line HH 100.1440.205.00033 and authorizes the Town Supervisor to execute all documents associated with the proposal; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Clerk to provide a copy of this resolution to the Finance Clerk II, Town Clerk, and the Town Supervisor. **(Attachment #12)**

**RESOLUTION NO. 2023-137: ACCEPTING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR PROFESSIONAL SERVICE ONANDA PARK UPLAND IMPROVMENTS AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT**

**WHEREAS** the Town of Canandaigua Town Board (herein after referred to as "Town Board") has been in discussion about the desired improvements at Onanda Park Upland and

**WHEREAS** has received a proposal from MRB Group dated March 19, 2024, for professional services to provide site design documents, utility evaluation, agency reviews, SWPPP planning and

**NOW THEREFORE, BE IT RESOLVED**, the Town Board hereby accepts the proposal from MRB Group dated March 19, 2024 for professional services to professional services for the Onanda Park Upland Improvements at a cost not to exceed \$120,000.00 to be paid from budget line HH 100.1440.205.00033 and authorizes the Town Supervisor to execute all documents associated with the proposal; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Clerk to provide a copy of this resolution to the Finance Clerk II, Town Clerk and the Town Supervisor. **(Attachment #13)**

**RESOLUTION # 2024-138: PUBLIC INTEREST ORDER PURSUANT TO NYS TOWN LAW § 202-b RELATING TO THE CONSTRUCTION OF 2024 TOWN OF CANANDAIGUA WATER SYSTEM IMPROVEMENTS**

**WHEREAS**, previously hereto an Engineering Report containing a map, plan, and report for proposed water system improvements (the "Project") was prepared by MRB Group, P.C., in such manner and in such detail as was required by the Town Board of the Town of Canandaigua ("Town Board"); and

**WHEREAS**, such map, plan, and report were duly filed in the Office of the Town Clerk of the Town of Canandaigua where the same were available during regular office for examination by any person interested in the subject matter thereof; and

**WHEREAS**, on or about April 22, 2024 the Town Board, by Resolution # 2024-109 set a public hearing for the Project for May 20, 2024 at 6:00PM at the Canandaigua Town Hall, and ordered that notice be published pursuant to applicable laws; and

**WHEREAS**, legal notice in accordance with Resolution # 2024-109 was duly published and posted in the manner provided under New York State Town Law § 202-b, and proof of said publication and posting were duly presented to the Town Board by the Town Clerk of the Town of Canandaigua; and

**WHEREAS**, said public hearing was held at the time and place set forth in Resolution # 2024-109, at which time all persons desiring to be heard were so heard; and

**WHEREAS**, on or about May 20, 2024 the Town Board, by Resolution # 2024-\_\_\_\_\_ determined the Project to be a Type 1 Action pursuant to Part 617 of the State Environmental Quality Review (SEQR) Regulations, and further made a Determination of Non-Significance and directed the Town Manager to issue a Negative Declaration; and

**WHEREAS**, the Town Engineer has been directed to, and has prepared plans and specifications and made a careful estimate of the expenses required for the Project, and has or will, with the assistance of the Town Attorney, prepare proposed contracts for the execution of the work required for the Project; and

**WHEREAS**, the Town Board has examined or will examine such plans, specifications, careful estimate of expenses, and the proposed contracts; and

**NOW THEREFORE BE IT RESOLVED AND DETERMINED**, pursuant to the provisions of New York State Town Law § 202-b, that:

- The Notice of Hearing was published and posted as required by law and is otherwise sufficient; and
- It is in the public interest to construct the Project; and



- The capital contribution and financing of the Project is in the public interest; and
- The plans, specifications, estimates, and the proposed contracts are hereby adopted or will be adopted and the Project shall be constructed. **(Attachment #14)**

**RESOLUTION 2024-139: AUTHORIZING GENERAL OBLIGATION SERIAL BONDS TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS WITHIN THE TOWN, AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES IN CONTEMPLATION THEREOF, THE EXPENDITURE OF SUMS FOR SUCH PURPOSE, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the Town of Canandaigua Consolidated Water District is a water district of the Town of Canandaigua, New York, duly established by the Town Board pursuant to the Town Law and, pursuant to a resolution adopted on May 20, 2024, the Town has duly authorized additional facilities therein pursuant to §202-b of the Town Law; and

**WHEREAS**, the Town, acting as lead agency under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder (“SEQRA”), has completed its environmental review and, on May 20, 2024, has duly adopted a negative declaration and has determined that the implementation of the type I action as proposed will not result in any significant adverse environmental impacts; now therefore, be it

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

Section 1. The Town of Canandaigua shall undertake certain capital improvements consisting of the acquisition and construction of water improvements for the Town of Canandaigua Consolidated Water District, duly authorized pursuant to Section 202-b of the Town Law, to include the replacement of the watermain on Middle Cheshire Road from north of the 5 & 20 down to Wells Curtice Road, and a small section down Wells Curtice Road to the PRV vault with 12” PVC, and improvements to the Cramer Road Tanks to add aspirators to enhance THM removal system and other improvements to pressure reducing valves throughout the system, and the acquisition of original furnishings, equipment, machinery or apparatus, or the replacement of such equipment, machinery or apparatus, and other incidental improvements that may be required in connection therewith for such construction and district use (hereinafter referred to as “purpose”), and general obligation serial bonds in an aggregate principal amount not to exceed \$8,520,000 of the Town are hereby authorized to be issued to finance said purpose, and bond anticipation notes in anticipation thereof (and renewals thereof) of the Town are hereby authorized to be issued to finance said purpose.

Section 2. The estimated maximum aggregate cost to the Town of Canandaigua of said purpose, which may include preliminary costs and costs incidental thereto and costs of the financing thereof, is estimated to be \$8,520,000, and said amount is hereby appropriated therefor. The plan for financing of said purpose is to provide all of such maximum cost by issuance of bonds or bond anticipation notes as herein authorized, to be offset and reduced dollar for dollar by the amount grants received, if any.

Section 3. It is hereby determined and declared that (a) said purpose is one of the class of objects or purposes described in Subdivision 1 of Paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty (40) years, (b) the proposed maximum maturity of said bonds authorized by this resolution will be in excess of five years, (c) current funds required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, to the extent applicable, if any, will be provided, (d) the notes herein authorized are issued in anticipation of bonds for an assessable improvement, and (e) there are presently no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

Section 4. The bonds and notes authorized by this resolution shall contain the recital of validity prescribed in Section 52.00 of the Local Finance Law and such bonds and notes shall be general obligations of the Town and all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest

thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes.

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

Section 6. The power to further authorize the sale, issuance and delivery of said bonds and notes and to prescribe the terms, form and contents of said bonds and notes, including, without limitation, the consolidation with other issues, the determination to issue bonds with substantially level or declining annual debt service, all contracts for, and determinations with respect to, credit or liquidity enhancements, if any, and to sell and deliver said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, including without limitation, the authority to determine whether to accept bids electronically to the extent allowed by the Local Finance Law, and the power to contract and issue indebtedness pursuant to §169.00 of the Local Finance Law, if applicable, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign by manual or facsimile signature and attest any bonds and notes issued pursuant to this resolution, and are hereby authorized to affix to such bonds and notes the corporate seal of the Town of Canandaigua.

Section 7. The faith and credit of the Town of Canandaigua, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. Such bonds and notes shall be payable from a levy on real property in such district benefitted or user charges therefor, in the manner provided by law, but if not paid from such source, all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

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

Section 9. This resolution shall take effect immediately upon its adoption.

**(Attachment #15)**

#### **RESOLUTION NO. 2024 –140: STANDARD WORK DAY FOR TOWN BOARD MEMBER**

**WHEREAS,** elected and appointed officials are required to submit a Record of Activities to the Town Clerks office for the first three months of each newly elected or appointed official's term; and

**WHEREAS,** The NYS Comptroller's Office requires that Standard Work Day Hours and Average Days Worked per Month shall be identified on Form RS 2417-A and submitted to New York State & Local Retirement system for retirement credit purposes; and

**WHEREAS,** The NYS Comptroller's Office has instructed that any change in hours be reported at any time during a term for any appointed or elected official; and

**WHEREAS**, Town Board Member Adeline Rudolph has reported that her previous ROA is no longer representative of her hours worked; and

**WHEREAS**, Town Board Member Adeline Rudolph, has provided her ROA information to the Town Clerk’s Office; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Canandaigua hereby approves the Standard Work Day hours reported and directs the Town Clerk to provide a copy of this resolution to the Human Resource and Payroll Coordinator and that any and all required steps are taken to report and record the following information in the NYS Employees’ Retirement System:

Position	Name	Standard Work Day	Term Begins/Ends	Employee Participates in Time Keeping System	Days/ Month
<b>Elected</b>					
Town Board Member	Adeline Rudolph	6	1/1/2022-12/31/2025	No	11.48

**(Attachment #16)**

**RESOLUTION NO. 2024 –141: APPOINTMENT OF EDWARD DEUTSCHLANDER TO THE VACANT POSITION ON THE TOWN ENVIRONMENTAL CONSERVATION BOARD**

**WHEREAS**, the Town Board of the Town of Canandaigua (hereinafter referred to as “Town Board”) is aware that a vacancy exists on the Environmental Conservation Board (ECB); and

**WHEREAS**, the Town has solicited for and received resumes and letters of interest from interested persons wishing to serve on the ECB and the ECB has conducted interview(s); and

**WHEREAS**, the ECB is recommending the Town Board appoint Edward Deutschlander to fill the current vacancy on the ECB that will expire on December 31, 2027 as he is highly qualified for this position, holding a PhD in Zoology and is a current professor at Hobart and William Smith Colleges; and

**NOW THEREFORE BE IT RESOLVED**, The Town Board hereby appoints Edward Deutschlander to the Environmental Conservation Board effective immediately to fill the current vacant term expiring on December 31, 2027; and

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

**(Attachment #17)**

**RESOLUTION NO. 2024-142: APPOINTMENT OF SEASONAL EMPLOYEES**

**WHEREAS**, the Human Resources and Payroll Coordinator is recommending the appointment of the following individuals for summer staff at our Parks; and

**WHEREAS**, the proposed hourly rate for each positions is identified in the following table:

Jeremy Aten	Gatehouse Attendant	\$15.00	AA100.7110.142
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DJ Spychalski	Gatehouse Attendant	\$15.00	AA100.7110.142
Gillian Vit	Gatehouse Attendant	\$15.00	AA100.7110.142
Katelyn Reynolds	Ranger	\$15.50	AA100.7110.131
Craig VanDemark	Ranger	\$15.50	AA100.7110.131
Gabriel Vit	Ranger	\$15.50	AA100.7110.131
Molly Dutcher	Senior Lifeguard	\$20.00	AA100.7020.141
Sarah Neubecker	Senior Lifeguard	\$20.00	AA100.7020.141
Carter Waldeis	Senior Lifeguard	\$20.00	AA100.7020.141
Joshua Barnes	Lifeguard	\$18.00	AA100.7140.141
Kyla Bugbee	Lifeguard	\$18.00	AA100.7140.141
Lucille Chaneske	Lifeguard	\$18.00	AA100.7140.141
Jessica Gable	Lifeguard	\$18.00	AA100.7140.141
Felicia Garnot	Lifeguard	\$18.00	AA100.7140.141
Griffin Garnot	Lifeguard	\$18.00	AA100.7140.141
Daniel Neubecker	Lifeguard	\$18.00	AA100.7140.141
William Neubecker	Lifeguard	\$18.00	AA100.7140.141
Reem Nhaila	Lifeguard	\$18.00	AA100.7140.141
Brynn Rice	Lifeguard	\$18.00	AA100.7140.141
Kate Scibelli	Lifeguard	\$18.00	AA100.7140.141
Jed Smith	Lifeguard	\$18.00	AA100.7140.141
Parker Smith	Lifeguard	\$18.00	AA100.7140.141
Ryan Spychalski	Lifeguard	\$18.00	AA100.7140.141
Lily Werges	Lifeguard	\$18.00	AA100.7140.141

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

**WHEREAS**, 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; and

**WHEREAS**, the funding for this expense is included in the 2024 Adopted Town Budget; and

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

**BE IT FURTHER RESOLVED**, the Town Supervisor is authorized to execute all documents necessary; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Human and Resource and Payroll Coordinator.

**RESOLUTION NO. 2024-143: APPOINTMENT OF CODE ENFORCEMENT OFFICER**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as ‘Town Board’) understands that a vacancy exists in the Development office for a Code Enforcement Officer; and

**WHEREAS**, the Town Supervisor has determined a need to fill the position in order to continue to provide necessary services to the Town; and

**WHEREAS**, the position was advertised through the Ontario County Website and the Town Supervisor, the Lead Code Enforcement Officer, and the HR and Payroll Coordinator interviewed potential candidates for the position; and

**WHEREAS**, the Town Supervisor, Lead Code Enforcement Officer, and the HR and Payroll Coordinator are recommending the hiring of Kyle Fenner with a salary of \$62,500 a year with a tentative start date of May 20, 2024; and

**NOW THEREFORE BE IT RESOLVED**, that the Canandaigua Town Board hereby approves the hiring of Kyle Fenner as the Code Enforcement Officer with a salary of \$62,500 per year to be paid from budget line AA100.8664.126; and

**BE IT FURTHER RESOLVED**, the Town Supervisor is authorized to execute all documents necessary; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Human Resource and Payroll Coordinator and Finance Clerk II.

**RESOLUTION NO. 2024-144: APPOINTMENT OF MOTOR EQUIPMENT OPERATOR**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as 'Town Board') understands a vacancy exists in the Highway Department for a Motor Equipment Operator; and

**WHEREAS**, the Highway Superintendent has determined a need to fill the position in order to continue to provide necessary services to the Town; and

**WHEREAS**, the Highway Superintendent recommending the appointment of current Full Time Laborer, Breckin Allgood, to fill the Motor Equipment Operator vacancy and be paid \$27.00/hour; and

**NOW THEREFORE BE IT RESOLVED**, the Canandaigua Town Board hereby approves the appointment of Breckin Allgood to Motor Equipment Operator to be paid \$27.00/hour in accordance with the 2024 Union Agreement with a start date of May 20, 2024; and

**BE IT FURTHER RESOLVED**, the Town Supervisor is authorized to execute all documents necessary; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Human and Resource and Payroll Coordinator.

**RESOLUTION NO. 2024 – 145: ADOPTION AND ACKNOWLEDGEMENT OF THE TOWN OF CANANDAIGUA OPEN SPACE POLICY AND PROCEDURE**

**WHEREAS**, the Town of Canandaigua Town Board is considering the adoption of a policy to provide guidance with regards to procedures regularly followed when the Town Board is in consideration of the purchase and/or permanent protection of a parcel or parcels of land that have significant natural resources or open space value; and

**WHEREAS**, the Town Planner, with assistance from the Town's Open Space project team and the Town Attorney, has prepared a draft Open Space Protection Policy & Procedure for the Town Board's consideration that aligns with the vision and goals of the Town of Canandaigua Comprehensive Plan Update and the Open Space, Conservation, and Scenic Views Master Plan; and

**WHEREAS**, the Town Planner is recommending the Town Board adopt this Open Space Protection Policy & Procedure to provide clarity on this process for the benefit of the public, interested landowners, as well as Town Board members; and now therefore

**BE IT RESOLVED:**

1. Pursuant to General Municipal Law (§104, §806, §64), the Canandaigua Town Board does hereby approve, authorize, and acknowledge the Town of Canandaigua Open Space Protection Policy & Procedure.

2. Directs the Town Clerk to post and maintain the most recently approved policies in the designated folder on the shared (m) drive and can also be found on the Town’s website; and
3. Directs the Town Clerk and Town Supervisor to maintain copies of the “Administrative Manual: Town of Canandaigua Policies” for reference as may be required; and
4. Directs the Town Supervisor to administer the implementation of the above policies.

**(Attachment #18)**

**RESOLUTION # 2024-146: SETTING A PUBLIC HEARING ON A CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST LLC**

**WHEREAS**, an application has been made to the Town Board of the Town of Canandaigua by Spectrum Northeast LLC, an indirect subsidiary of Charter Communications Inc. (“Charter”) for the approval of a renewal of Charter’s cable television franchise for fifteen (15) years commencing with the date of approval by the NYS Public Service Commission; and

**WHEREAS**, the Town Board is required by New York State law to conduct a public hearing on such franchise agreement prior to taking action thereon; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board will hold a public hearing on June 24, 2024 at 6:00 PM at the Canandaigua Town Hall, located at 5440 Routes 5 & 20 W, in the Town of Canandaigua 14424 regarding granting a cable television franchise agreement by and between the Town of Canandaigua and Spectrum Northeast LLC, an indirect subsidiary of Charter Communications; and

**BE IT FURTHER RESOLVED**, that a copy of the proposed franchise agreement shall be made available for public inspection during normal business hours at the Town Clerk’s Office.

**(Attachment #19)**

**RESOLUTION NO. 2024-147: AMENDING THE TOWN OF CANANDAIGUA VACATION, SICK, AND PERSONAL LEAVE POLICY**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as ‘Town Board’) desires to maintain an up-to-date Employee Handbook along with it’s policies; and

**WHEREAS**, staying competitive with vacation leave policies is essential for fostering a positive work environment, attracting and retaining talent, and ultimately driving business success; and

**WHEREAS**, the Human Resource and Payroll Coordinator reviewed the Vacation, Sick, and Personal Leave Policy under Sections 802, 803, and 805 of the Town of Canandaigua Employee Handbook and found that our policies are not competitive with the surrounding area and is recommending the following changes; and

**WHEREAS**, the updated policies will state:

**802     *Vacation Leave***

**Allowance** – A full-time employee will earn paid vacation leave in accordance with the following vacation schedule. An employee may take vacation leave only after it has been credited. The employee will be credited on the first day of January of each year for the leave earned in the previous year.\* Employees hired May 20, 2024 and after will be credited on their anniversary date.

For example, an employee who has completed four years of service on February 26<sup>th</sup> will be awarded ninety-six hours of paid vacation leave on the following January 1<sup>st</sup>; an employee who has completed 14 years of service on October 20<sup>th</sup> will receive one- hundred and sixty hours of paid vacation leave on the following January 1<sup>st</sup>.

Years of Service	Number of Days
1-4 years	15 Days
5-14 Years	20 Days
15-24 Years	25 Days
25+ Years	30 Days

\*continuous service

**New Employees** – All new employees will receive 10 days of leave at the time of hire. This leave is not eligible for carryover or payout.

**Accumulation (carry-over)** – An employee may carry over a maximum of 80 hours of vacation credits from one calendar year to the next, which must be used within 18 months from the time of accrual. Any carried-over vacation leave credits remaining unused after the 18 months will be cancelled.

**Termination of Employment** – An employee who resigns, retires, or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee’s then current rate of pay. For an employee who is retiring, this will include prorated vacation leave (from January 1 to the date of retirement) for the calendar year in which the retirement occurs. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. An employee who has not completed their 52 week probationary period will not be entitled to a payout for any unused vacation leave.

**803 Sick Leave**

**New Employees** – A newly hired employee will be credited with eight hours of sick leave the first of the month after they are hired.

**805 Personal Leave**

**Proper Use of Personal Leave** – An employee may use personal leave credits to conduct personal business which cannot be conducted outside of normal working hours and for personal emergencies. Personal leave credits may not be used in increments of less than Fifteen minutes.

**NOW THEREFORE BE IT RESOLVED**, the Town Board approves the amendment to the Vacation, Sick and Personal Leave policies under Section 802,803, and 805 of the Employee Handbook and to make the adjustment to current staff as necessary to follow the new policies; and

**BE IT FURTHER RESOLVED**, the Town Supervisor is authorized to execute all documents necessary; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Human and Resource and Payroll Coordinator.

**(Attachment #20)**

**RESOLUTION NO. 2024-148: AUTHORIZING ISSUANCE OF FACILITY ALCOHOLIC BEVERAGE PERMIT TO KELLY BUSH**

**WHEREAS**, on May 17, 2021, the Town of Canandaigua Town Board adopted Local Law 5 of 2021 amending Chapter 152, Parks and Recreation, allowing alcohol to be served at Onanda Park in conjunction with a paid / confirmed reservation; and

**WHEREAS**, the Town Clerk has received a Facility Alcoholic Beverage Permit Application from Kelly Bush, requesting a permit for a Baby Shower Celebration event to take place in the Gorham Lodge facility at Onanda Park on Saturday, June 1, 2024, from 12:00 p.m. to 2:00 p.m.; and

**WHEREAS**, the Town Clerk has reviewed the application against Chapter 152 Section 152-9 (Facility Alcoholic Beverage Permit) and has determined that the application is complete; and

**NOW THEREFORE BE IT RESOLVED**, that the Canandaigua Town Board hereby approves the Facility Alcoholic Beverage Permit for the date and time specified in the Permit Application and directs the Town Clerk to issue said permit to Kelly Bush; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Town Supervisor and the Parks Coordinator. **(Attachment #20)**

**RESOLUTION NO. 2024-149: ENGAGING WITH IC9DESIGN FOR WEBSITE REDESIGN**

**Whereas**, the Town of Canandaigua recognizes the importance of maintaining an informative, accessible, and user-friendly website for its residents, businesses, and visitors; and

**Whereas**, the current website of the Town of Canandaigua may not fully meet the evolving needs and expectations of its users and staff in terms of functionality, design, and accessibility; and

**Whereas**, IC9design is a reputable, local web design agency known for its expertise in creating modern, visually appealing, and user-centric websites tailored to the unique requirements of municipalities and local government entities; and

**Whereas**, the current version of Town of Canandaigua Website was created by IC9design, and given this relationship, IC9design offers the best combination of quality, experience, and value for this project; and

**Whereas**, IC9designs has submitted a proposal to redesign the Town of Canandaigua Website for \$4,000 and sufficient funding for this project exists in budget line AA100.1480.400 Public Service Information Contractual and,

**Now, Therefore, Be it Resolved**, that the Canandaigua Town Board hereby approves and authorizes the engagement of IC9design to redesign of the Town of Canandaigua's website, for \$4,000 subject to the terms and conditions outlined in the proposal submitted by IC9design; and

**Be it further resolved**, that the Town Supervisor is authorized to execute any necessary agreements or contracts with IC9design to initiate and complete the website redesign project within the approved budget and timeline; and

**Be it further resolved**, that the Town Clerk is directed to provide a copy of this resolution to IC9design, The Town Supervisor, and Finance Clerk II. **(Attachment #21)**

**RESOLUTION 2024-150: ENGAGING GOGOV FOR CITIZEN NOTIFICATION AND ALERT SOFTWARE**

**Whereas**, the Canandaigua Town Board recognizes the importance of efficient and effective communication with its residents;



**Whereas**, timely dissemination of information during emergencies, community events, and other important announcements is crucial for ensuring public safety and engagement;

**Whereas**, advanced technological solutions can streamline the process of citizen notification and alerting, enhancing overall community responsiveness;

**Whereas**, GoGov has been identified as a reputable provider of Citizen Notification and Alert Software, offering comprehensive features tailored to the needs of municipalities;

**Whereas**, the implementation of GoGov's software aligns with the town's commitment to leveraging innovative tools to better serve its residents; and the engagement of GoGov will enable the town to improve communication channels, enhance emergency preparedness, and foster greater civic participation;

**Now, therefore, be it resolved** by the Canandaigua Town Board that:

1. The Canandaigua Town Board hereby approves the engagement of GoGov for Citizen Notification and Alert Software at the cost of \$4800 annually.
2. The Town Supervisor is authorized to enter into a contract with GoGov for the procurement and implementation of their software, in accordance with applicable laws and regulations.
3. The necessary funds for the engagement of GoGov shall be allocated from Budget Line AA 100.1480.400 Public Service Information Contractual
4. A copy of this resolution be provided to the Town Supervisor, Finance Clerk II, and Go Gov.

**(Attachment #22)**

**RESOLUTION NO. 2024 –151: ACCEPTING ACCESS, UTILITY, AND STORMWATER EASEMENTS RELATED TO BLUE SKY TOWERS AT 4430 DEUEL ROAD, DIRECTING TOWN SUPERVISOR TO SIGN SAID EASEMENTS, AND FURTHER DIRECTING TOWN CLERK TO RECORD SAID EASEMENTS AT THE ONTARIO COUNTY CLERK’S OFFICE**

**WHEREAS**, the property owners of the above-referenced development have prepared language, descriptions, and maps of the Access Easement, Utility Easement, and four Stormwater Easements (Easements A-D) related to the approved telecommunications wireless facility at 4430 Deuel Road (Tax Map # 125.00-1-31.111) for the Town of Canandaigua; and

**WHEREAS**, at the request of the Town of Canandaigua, the property owners Matthew D. and Heidi J Colf, have submitted the required executed copies of the easements, descriptions, and maps to the Canandaigua Town Clerk’s office; and

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

**WHEREAS**, 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 Access and Utility Easement, and the Stormwater Easements A-B for 4430 Deuel Road (Tax Map # 125.00-1-31.111); and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs the Town Supervisor to execute the easements documents; and

**BE IT FINALLY RESOLVED**, that the Town Board hereby directs the Town Clerk to arrange for the easements to be filed at the Ontario County Clerk's Office.

**RESOLUTION 2024-152: AGREEMENT FOR THE SALE OF REAL PROPERTY TO GEMCOLE PROPERTIES C/O SANDMANS RCD BRICKYARD ROAD TOWN OF CANANDAIGUA, ONTARIO COUNTY NEW YORK.**

**WHEREAS**, the Town of Canandaigua owns certain real property that is surplus to its current needs; and

**WHEREAS**, Sandman Corporation has expressed interest in purchasing said real property to improve the accessibility and visual appeal of their current property; and

**WHEREAS**, the proposed purchase offer of \$10,000 per acre is deemed fair and reasonable by the duly appointed assessor of the Town of Canandaigua;

**WHEREAS**, the initial proposal from Gemcole Properties indicated a transfer of .23 acre; and

**WHEREAS**, the updated PLAT submitted by Gemcole Properties indicates a requested transfer of .343 acre;

**NO THEREFORE BE IT RESOLVED**, by the Town Board of the Town of Canandaigua, Ontario County, New York, that:

1. The Town of Canandaigua hereby agrees in principle to sell a portion of the property ID # 70.00-1-68-200, 14,923 Square Feet, or .343 Acre to Sandman Corporation at a price of \$10,000 per acre.
2. The Town Supervisor is directed to notify Gemcole Properties of this decision and to request an updated purchase offer reflecting a price of \$3,430, based on the agreed upon price of \$10,000 per acre, and the agreed upon parcel of .343 acre as identified in their submitted PLAT
3. The Town Supervisor is authorized and directed to execute any necessary agreements or documents to effectuate the sale, subject to the approval of the Town Attorney.
4. The Town Clerk is directed to notify Sandman Corporation of the Town's acceptance of their offer and provide any required documentation. **(Attachment #23)**

**RESOLUTION 2024-153: AUTHORIZING THE TOWN SUPERVISOR TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE CITY OF CANANDAIGUA FOR FIREWORKS ON JULY 6, 2024**

**WHEREAS**, the Town of Canandaigua desires to honor America through a fireworks display as a culminating event to our Independence Day celebrations; and

**WHEREAS**, the Town of Canandaigua wishes to thank those who have given their time, resources, and even their lives to defend our nation and protect the freedoms that we have; and

**WHEREAS**, the Town of Canandaigua and the City of Canandaigua share a commitment to providing community events that bring our communities together and enhance the quality of life for residents; and

**WHEREAS**, both municipalities desire to collaborate on hosting a fireworks display on July 6, 2024, for the enjoyment of their residents and visitors; and

**WHEREAS**, an intermunicipal agreement is necessary to outline the responsibilities and obligations of each party in organizing and executing the fireworks display; and

**WHEREAS**, the Town of Canandaigua shall be responsible for all costs associated with the procurement and presentation of the fireworks display, and the City of Canandaigua shall be responsible for all costs associated with public safety and public works to ensure an enjoyable event for all;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Canandaigua, Ontario County, New York, that:

1. The Town Supervisor is hereby authorized and directed to sign the intermunicipal agreement between the Town of Canandaigua and the City of Canandaigua for the fireworks display on July 6, 2024.
2. The terms and conditions of the intermunicipal agreement, as presented, are hereby approved.
3. The Town Clerk is directed to provide a copy of this resolution to the City Clerk of Canandaigua for their records.

**(Attachment #24)**

Approval of the following Town Board Meeting Minutes:

- 3/25/2024 Town Board Meeting Minutes
- 4/05/2024 Special Town Board Meeting Minutes
- 4/18/2024 Staff Agenda Review Minutes
- 4/22/2024 Town Board Meeting Minutes

➤ 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 04/18/2024 totaling \$ 81,262.47

General Fund	\$ 55,158.67
Highway Fund	\$ 2,135.42
Capital Projects	\$ 27.54
Lighting Districts	\$ 1,291.42
Water Districts	\$ 22,649.42

Special Abstract dated 04/26/2024 totaling \$ 500.00 – Town Clerk membership dues

General Fund	\$ 500.00
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Special Abstract dated 05/01/2024 totaling \$ 20,000.00 – YMCA contract

General Fund	\$ 20,000.00
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Utility Abstract dated 05/10/2024 totaling \$ 25,990.23

General Fund	\$ 15,113.01
Highway Fund	\$ 4,489.07
Capital Projects	\$ 410.40
Lighting Districts	\$ 1,163.58
Water Districts	\$ 4,814.17

Town Board Abstract dated 05/20/24 totaling \$ 360,370.65

General Fund	\$ 119,485.00
Highway Fund	\$ 121,926.85
Capital Projects	\$ 85,810.06
Water Districts	\$ 33,148.74

- Other Business
  - Planning Board Application PB #76-2024

**(Attachment #25)**

- Privilege of the Floor

- Executive Session: Executive Session: To discuss the employment history of a particular person or matters leading to the appointment/employment of a particular person. Town Manager Search

- Adjournment

# **ATTACHMENT 1**

## **COMMUNICATIONS**

# Ontario County Sheriff's Office

## Traffic Report

Officer: **Dep. K. Cutri**

CR #: **S241290066**

Location: **Middle Cheshire Road**

Date: **05/08/2024**

Time: **11:30 - 12:00**

Posted Speed: **45**

Comments/Hazards: **Complaint of Speeders in area**

Reason: **Town Board Request**

### VEHICLE TYPE LEGEND:

C: CAR

L: LARGE TRUCK

P: PICKUP

S: SCHOOL BUS

M: MOTORCYCLE

O: OTHER

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	N	37	<input type="checkbox"/>
C	S	46	<input type="checkbox"/>
C	N	41	<input type="checkbox"/>
C	S	41	<input type="checkbox"/>
C	S	48	<input type="checkbox"/>
C	S	47	<input type="checkbox"/>
C	N	44	<input type="checkbox"/>
C	N	43	<input type="checkbox"/>
C	S	39	<input type="checkbox"/>
P	S	40	<input type="checkbox"/>
C	S	52	<input type="checkbox"/>
C	S	43	<input type="checkbox"/>
C	N	48	<input type="checkbox"/>
P	N	47	<input type="checkbox"/>
C	N	50	<input type="checkbox"/>
C	S	54	<input type="checkbox"/>
C	S	53	<input type="checkbox"/>
C	N	51	<input type="checkbox"/>
C	S	48	<input type="checkbox"/>
C	S	45	<input type="checkbox"/>
C	S	52	<input type="checkbox"/>
C	S	42	<input type="checkbox"/>
C	N	33	<input type="checkbox"/>

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	S	42	<input type="checkbox"/>
C	N	44	<input type="checkbox"/>
C	N	45	<input type="checkbox"/>
C	S	44	<input type="checkbox"/>
C	N	38	<input type="checkbox"/>
C	S	43	<input type="checkbox"/>
C	S	49	<input type="checkbox"/>
C	N	44	<input type="checkbox"/>
C	N	46	<input type="checkbox"/>
C	N	45	<input type="checkbox"/>
C	S	46	<input type="checkbox"/>
C	S	45	<input type="checkbox"/>
P	S	44	<input type="checkbox"/>
C	N	37	<input type="checkbox"/>
C	S	51	<input type="checkbox"/>
C	S	46	<input type="checkbox"/>
C	N	41	<input type="checkbox"/>
P	S	51	<input type="checkbox"/>
C	S	45	<input type="checkbox"/>
C	N	52	<input type="checkbox"/>
C	N	51	<input type="checkbox"/>
C	N	52	<input type="checkbox"/>
C	S	48	<input type="checkbox"/>

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	N	44	<input type="checkbox"/>
C	N	45	<input type="checkbox"/>
C	N	52	<input type="checkbox"/>
C	S	44	<input type="checkbox"/>
C	S	47	<input type="checkbox"/>
C	S	48	<input type="checkbox"/>
C	S	49	<input type="checkbox"/>
C	S	47	<input type="checkbox"/>
C	N	42	<input type="checkbox"/>
O	S	44	<input type="checkbox"/>
C	S	46	<input type="checkbox"/>
C	S	45	<input type="checkbox"/>
C	S	44	<input type="checkbox"/>
C	S	45	<input type="checkbox"/>
C	S	45	<input type="checkbox"/>
C	S	46	<input type="checkbox"/>
C	N	44	<input type="checkbox"/>
L	S	46	<input type="checkbox"/>
C	N	43	<input type="checkbox"/>
C	S	50	<input type="checkbox"/>
C	S	49	<input type="checkbox"/>
C	N	45	<input type="checkbox"/>

TOTALS: NORTH: 27

SOUTH: 42

EAST:

WEST:

TOTAL NUMBER OF VEHICLES OBSERVED: 69

LIST TICKET NUMBERS ISSUED: 0

**From:** Chris Nadler <cnadler@cnadlerlaw.com>  
**Sent:** Thursday, May 2, 2024 8:05 PM  
**To:** Jared Simpson <jsimpson@townofcanandaigua.org>; David Sauter <dsauter@townofcanandaigua.org>; John Casey <jcasey@townofcanandaigua.org>; Adeline Rudolph <arudolph@townofcanandaigua.org>; Terry Fennelly <tfennelly@townofcanandaigua.org>  
**Subject:** Dedicated Staff

Town Board: just wanted to share the email I just received from Mike Murphy at 8PM tonight. I know you are fully aware how lucky you are to have staff like this, but a reminder/proof never hurts. I would bet he isn't your only department head working right now.



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

# Ontario County Sheriff's Office

## Traffic Report

Officer: **Dep. K. Cutri**

CR #: **S241290025**

Location: **County Road 16**

Date: **05/08/2024**

Time: **08:30-9:30**

Posted Speed: **35**

Comments/Hazards: **Complaint of Speeders in area**

Reason: **Town Board Request**

### VEHICLE TYPE LEGEND:

C: CAR

L: LARGE TRUCK

P: PICKUP

S: SCHOOL BUS

M: MOTORCYCLE

O: OTHER

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	N	40	<input type="checkbox"/>
P	N	41	<input type="checkbox"/>
C	N	37	<input type="checkbox"/>
C	S	39	<input type="checkbox"/>
C	S	38	<input type="checkbox"/>
C	N	42	<input type="checkbox"/>
L	N	39	<input type="checkbox"/>
C	S	37	<input type="checkbox"/>
O	S	34	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
C	N	37	<input type="checkbox"/>
P	S	41	<input type="checkbox"/>
C	N	40	<input type="checkbox"/>
P	N	35	<input type="checkbox"/>
C	S	41	<input type="checkbox"/>
C	N	33	<input type="checkbox"/>
P	S	42	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
P	S	39	<input type="checkbox"/>
P	N	39	<input type="checkbox"/>
P	N	43	<input type="checkbox"/>
L	N	42	<input type="checkbox"/>

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	N	41	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
P	N	15	<input type="checkbox"/>
P	S	28	<input type="checkbox"/>
C	N	31	<input type="checkbox"/>
C	N	33	<input type="checkbox"/>
C	N	34	<input type="checkbox"/>
P	S	35	<input type="checkbox"/>
C	S	38	<input type="checkbox"/>
C	S	43	<input type="checkbox"/>
P	S	42	<input type="checkbox"/>
O	S	36	<input type="checkbox"/>
C	N	42	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
P	N	31	<input type="checkbox"/>
C	N	37	<input type="checkbox"/>
P	S	30	<input type="checkbox"/>
C	N	34	<input type="checkbox"/>
P	S	39	<input type="checkbox"/>
C	N	30	<input type="checkbox"/>
C	S	38	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	N	31	<input type="checkbox"/>
P	S	37	<input type="checkbox"/>
P	S	34	<input type="checkbox"/>
C	S	29	<input type="checkbox"/>
C	N	45	<input type="checkbox"/>
C	N	32	<input type="checkbox"/>
L	N	40	<input type="checkbox"/>
C	N	38	<input type="checkbox"/>
C	N	39	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
C	N	43	<input type="checkbox"/>
C	N	39	<input type="checkbox"/>
C	N	41	<input type="checkbox"/>
C	N	40	<input type="checkbox"/>
C	S	33	<input type="checkbox"/>
C	S	34	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
C	S	44	<input type="checkbox"/>
O	N	35	<input type="checkbox"/>
C	S	32	<input type="checkbox"/>
C	N	38	<input type="checkbox"/>
C	N	40	<input type="checkbox"/>
C	S	35	<input type="checkbox"/>

TOTALS: NORTH: **39**

SOUTH: **30**

EAST:

WEST:

TOTAL NUMBER OF VEHICLES OBSERVED: **69**

LIST TICKET NUMBERS ISSUED: **0**



# Ontario County Sheriff's Office

## Traffic Report

Officer: **Dep. K. Cutri**

CR #: **S241290066**

Location: **State Route 21 - Cheshire**

Date: **05/08/2024**

Time: **11:00-11:30-**

Posted Speed: **35**

Comments/Hazards: **Complaint of Speeders in area**

Reason: **Town Board Request**

### VEHICLE TYPE LEGEND:

C: CAR

L: LARGE TRUCK

P: PICKUP

S: SCHOOL BUS

M: MOTORCYCLE

O: OTHER

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
C	S	39	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
C	S	38	<input type="checkbox"/>
P	N	40	<input type="checkbox"/>
C	N	35	<input type="checkbox"/>
C	N	37	<input type="checkbox"/>
C	S	34	<input type="checkbox"/>
O	N	41	<input type="checkbox"/>
P	N	31	<input type="checkbox"/>
C	N	34	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
C	S	32	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
C	S	34	<input type="checkbox"/>
P	S	27	<input type="checkbox"/>
C	N	33	<input type="checkbox"/>
O	N	28	<input type="checkbox"/>
C	S	20	<input type="checkbox"/>
C	N	37	<input type="checkbox"/>
C	S	29	<input type="checkbox"/>
P	S	29	<input type="checkbox"/>
C	S	28	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
P	S	35	<input type="checkbox"/>
C	N	33	<input type="checkbox"/>
C	S	25	<input type="checkbox"/>
L	S	36	<input type="checkbox"/>
P	S	35	<input type="checkbox"/>
C	S	37	<input type="checkbox"/>
C	N	24	<input type="checkbox"/>
C	N	32	<input type="checkbox"/>
C	N	34	<input type="checkbox"/>
C	S	37	<input type="checkbox"/>
C	N	32	<input type="checkbox"/>
C	N	33	<input type="checkbox"/>
P	N	32	<input type="checkbox"/>
C	S	33	<input type="checkbox"/>
P	N	34	<input type="checkbox"/>
C	N	34	<input type="checkbox"/>
C	N	35	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
P	N	35	<input type="checkbox"/>
C	S	28	<input type="checkbox"/>
C	S	34	<input type="checkbox"/>
C	S	35	<input type="checkbox"/>
C	S	34	<input type="checkbox"/>

VEHICLE TYPE	DIRECTION	SPEED	UTT ISSUED
P	N	33	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
C	S	30	<input type="checkbox"/>
C	N	32	<input type="checkbox"/>
C	S	36	<input type="checkbox"/>
P	N	36	<input type="checkbox"/>
L	N	34	<input type="checkbox"/>
C	S	40	<input type="checkbox"/>
C	N	28	<input type="checkbox"/>
P	N	29	<input type="checkbox"/>
C	N	34	<input type="checkbox"/>
M	S	33	<input type="checkbox"/>
M	S	33	<input type="checkbox"/>
M	S	34	<input type="checkbox"/>
C	N	35	<input type="checkbox"/>
C	N	30	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>
C	N	39	<input type="checkbox"/>
M	S	30	<input type="checkbox"/>
C	S	29	<input type="checkbox"/>
C	N	31	<input type="checkbox"/>
C	S	30	<input type="checkbox"/>
C	N	36	<input type="checkbox"/>

TOTALS: NORTH: **36**

SOUTH: **33**

EAST:

WEST:

TOTAL NUMBER OF VEHICLES OBSERVED: **69**

LIST TICKET NUMBERS ISSUED: **0**

**From:** John Beca <johnjbeca@gmail.com>  
**Sent:** Friday, May 3, 2024 10:15 AM  
**To:** Jared Simpson <jsimpson@townofcanandaigua.org>  
**Subject:** Transfer Station

Jared,

I mentioned to you a couple times that next to no one uses the mirror placard to access the the transfer station. This week I watched Phelps Recycling pick up drop 6 - 100 gallon containers into our trash hoppers. This abuse is costing Town taxpayers. Time to get Jim's crew (or a designated gate tender) to refuse entry to anyone not displaying a yellow placard or unable to show proof of residency. His crew does a great job, but we can make their job easier.

Please take appropriate actions. If you benchmark current landfill yards of waste, I guarantee a savings going forward.

John Beca  
5129 Foster Rd  
Sent from my iPhone

# **ATTACHMENT 2**

## **REPORTS OF OFFICIALS & DEPARTMENT HEADS**

## Assessor Report May 2024

Michelle completed Farm Appraisal training the week of April 7-12. This training was held in Cooperstown, NY. There was classroom work, as well as visits to local farms in the area.

Our office has been busy with Informal Assessment Reviews with parcel owners. We have met with at least forty parcel owners and have been successful in coming to an agreement of assessment with most. Any that we were not able to come to an agreement with, are either planning to go to Grievance Day or will be contacting me to meet again to come to an agreement. If anyone wishes to come in for an informal meeting to discuss their assessment, I encourage them to do it before May 28, 2024.

Grievance Day is Tuesday, May 28, 2024, from 4pm-8pm, in the Oriana Meeting Room. The Board of Assessment Review will meet with parcel owners on a first come, first serve basis, unless the parcel owner has made an appointment ahead of time.

Respectfully submitted,

Michelle Rowlinson

Heather Robson



**PLANNING & ZONING OFFICE  
MONTHLY REPORT**

**APRIL 2024 MONTHLY REPORT**

**Planning and Zoning Permit Applications**

<i>Number of Submitted Applications</i>	<i>APRIL 1 – APRIL 30</i>	<i>YEAR-TO- DATE</i>
Planning Board (Site Plan, Subdivision, Special Use Permit, Sketch)	13	40
Zoning Board of Appeals (Area/Use Variances)	5	16
Town Board (Rezoning/MUO/PUD/IZ)	0	2
Total	18	58

**Short Term Rentals**

	<i>APRIL 1 – APRIL 30</i>	<i>YEAR-TO- DATE</i>
STR permit applications submitted	17	50
STR permits issued	16	45
STR Permit Fees Collected	\$14,400	\$40,500

**Granicus Host Compliance Update**

We continue to work with Granicus to implement the new Host Compliance software for short term rental monitoring and compliance. The address identification module is now live and fully functional – this is the piece of the software that identifies short term rentals currently operating in the town. We are now working to get the compliance module complete – this is the piece that will assist the Town in documenting non-compliant properties and communicating with the property owners about the permitting process.

The final piece will be the complaint module – implementation has not begun yet but that is the piece that will take calls on the town’s behalf from complainants through a hotline number and online portal. If you would like an online tour of the software, please stop by the Development Office and we’d be happy to show you how it works.

**Short Term Rental Law Update**

Following the Town Board discussion at the 4/22/2024 Town Board meeting, the short term rental draft law was sent back to the Ordinance Committee for review at their 5/6/2024 meeting. In your agenda this month you will find a revised draft STR law with changes based on the 5/6/2024 Ordinance meeting discussions and recommendations. The attachments for that resolution include an updated memo documenting the changes.

There is also a recommendation that the fee schedule be amended to change the STR permit fee from \$900 to \$300 to reflect the recommended law update regarding the permit term going from three years to one year. *NOTE if the Town Board does not adopt the STR law, the fee should not be changed.*

Please reach out with any questions about any of the content in this report. As always, thank you for your support.



**Sarah Reynolds**  
Town Planner

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Marriage Lic.	Marriage License Fees	10	175.00
		<b>Sub-Total:</b>		<b>\$175.00</b>
AA100.0380	AR Charge Back Billing	AR Charge Back Billing	8	3,442.10
		<b>Sub-Total:</b>		<b>\$3,442.10</b>
AA100.1255	Conservation	Conservation	6	7.46
	Misc. Fees	Marriage Cert	11	110.00
	Peddling & Soliciting	Peddling & Soliciting	3	300.00
		<b>Sub-Total:</b>		<b>\$417.46</b>
AA100.1603	Misc. Fees	Death Cert	17	170.00
		Genelogy Fee	2	44.00
		<b>Sub-Total:</b>		<b>\$214.00</b>
AA100.2001	Blue Heron Pavilion	Blue Heron Pavilion	1	36.00
	Cabins / Halls / Pavilions	Onanda Halls/Lodging	9	2,220.00
	Cart Fee	CC Cart Fee	53	2.65
	Credit Card Processing Fee	Credit Card Processing Fee	51	243.27
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	7	3,174.00
	Onanda Park Pavilion	Onanda Park Pavilions	9	913.80
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	9	1,572.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	8	399.60
	Park Rentals	Onanda Cabin Residential Weekly	2	856.80
	Pavilion rental	Pierce Park Pavilions	9	248.40
	Reservation Fee (Firefly)	Reservation Fee (Firefly)	53	185.50
	WL Schoolhouse Weekend	WL Schoolhouse Weekday	2	84.00
		WL Schoolhouse Weekend	4	244.80
		<b>Sub-Total:</b>		<b>\$10,180.82</b>
AA100.2110	Plan & Zone	Zoning Fee	32	6,950.00
	Short-Term Rental Registration	Short-Term Rental Registration	23	20,700.00
		<b>Sub-Total:</b>		<b>\$27,650.00</b>
AA100.2120	Plan & Zone	Soil Erosion	7	1,050.00
		<b>Sub-Total:</b>		<b>\$1,050.00</b>
AA100.2148	Misc. Fees	Returned Check Fee	2	40.00
		<b>Sub-Total:</b>		<b>\$40.00</b>
AA100.2192	Academy Cemetary	Cremation	1	350.00
		<b>Sub-Total:</b>		<b>\$350.00</b>
AA100.2544	Dog Licensing	Female, Spayed	48	1,056.00
		Female, Unspayed	6	180.00
		Male, Neutered	32	704.00
		Male, Unneutered	3	90.00
		Replacement Tags	2	6.00
	Late Fees	Late Fees	28	140.00
		<b>Sub-Total:</b>		<b>\$2,176.00</b>

Account#	Account Description	Fee Description	Qty	Local Share
AA100.2590	Building Fee	Building Fee	32	13,988.95
	Plan & Zone	Site Development	1	150.00
			<b>Sub-Total:</b>	<b>\$14,138.95</b>
AA100.2591	Misc. Fees	Transfer Coupons	1054	2,108.00
			<b>Sub-Total:</b>	<b>\$2,108.00</b>
CM100-2001	Plan & Zone	Parks And Recreation	3	4,500.00
			<b>Sub-Total:</b>	<b>\$4,500.00</b>
SW500.2140	Rents Payments	Rents Payments	86	206,298.15
			<b>Sub-Total:</b>	<b>\$206,298.15</b>
SW500.2142	Water Sales	Water Sales	4	324.85
			<b>Sub-Total:</b>	<b>\$324.85</b>
SW500.2144	Service Hookups	Service Hookups	1	1,770.00
			<b>Sub-Total:</b>	<b>\$1,770.00</b>
SW500.2148	Penalty	Penalty	39	691.92
			<b>Sub-Total:</b>	<b>\$691.92</b>

**Total Local Shares Remitted: \$275,527.25**

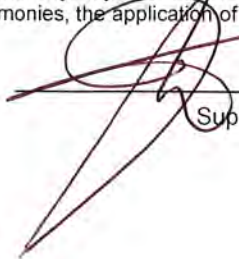
Amount paid to: NYS Ag. & Markets for spay/neuter program ..... 107.00  
 Amount paid to: NYS Environmental Conservation ..... 127.54  
 Amount paid to: State Health Dept. For Marriage Licenses ..... 225.00

**Total State, County & Local Revenues: \$275,986.79**

**Total Non-Local Revenues: \$459.54**

To the Supervisor:

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


 \_\_\_\_\_ 5-2-24 \_\_\_\_\_ Crystelyn Laske 5-2-2024  
 Supervisor Date Town Clerk Date

NYS DOH Marriage	Ck # 1067	\$225.00
NYS Ag Markets (dog)	Ck # 1066	\$107.00
NYS DEC (decals)	EFT	\$127.54
Pymt To Town Park & Rec Fees	Ck # 1068	\$4,500.00
Original Pymt To Town		\$271,027.25
13 Commerce Infotech Bridgepay (Cart Fee 5¢/Trans)		-\$19.55
Firefly Reservation Fees		-\$175.00
OC Water Pymt into Gen Fund		-\$188.04
Infintech (Merch Bank Credit Card Charges)		-\$510.40
Total W/drawals from TC Ckg Acct		-\$892.99
Pymt to Town Receipts	Ck # 1069	\$270,134.26
<b>Total of Checks Written/Transfer:</b>		<b>\$275,986.79</b>

Automatically Withdrawn from TC Checking Account 4/10/2024  
 Automatically Withdrawn from TC Checking Account 4/29/2024  
 Automatically deposited into General Acct for Town (Jess) 1/22/2024  
 Automatically Withdrawn from TC Checking Account 4/5/2024



## Town Clerk Report for the May 20, 2024, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of April 2024 totaled \$275,986.79 (see attached).
  
2. **Resolutions:**
  - **Cancellation of Outstanding Checks (Receiver of Taxes)**
  
  - **Kelly Bush Facility Alcoholic Beverage Permit Application**
  
  - **Amendments to 2024 Fee Schedule:**
    - Removal of Chule, Kiniks, and Gowana cabins from Fee Schedule
    - Changing 3 year short term rental permit fee of \$900.00, to annual permit fee of \$300.00 per dwelling
  
  - **Standard Work Day for Elected & Appointed Officials for Retirement Purposes:**
    - Updated ROA for Town Board Member Adeline Rudolph

Please let me know if you have any questions.

Submitted by,

Crystelyn Laske  
Town Clerk

2024 Parks and Recreation Events:

Military Appreciation Day @ Outhouse Park May 18th

# Military Appreciation Day

## 18 May @ Outhouse Park

2550 Outhouse Rd, Canandaigua NY 14424

### 10AM-5PM



**U.S. ARMY**



**MARINES**



**U.S. AIR FORCE**

**Meet Service Members!**  
**Check out military vehicles and cool gear!**



**Check it out  
NOW!**

**Food trucks!**  
**Great FREE family fun!**  
**Everyone welcome!**

Brought to you by





Food Trucks @ Outhouse Park every Wednesday Night June-July-August

Town of  
**CANANDAIGUA**



**OUTHOUSE  
PARK**

2550 OUTHOUSE RD

**FOOD TRUCK NIGHT @ OUTHOUSE PARK  
EVERY WEDNESDAY NIGHT  
JUNE-JULY-AUGUST**

**JUNE 5—VASKOS**

**\*\* JUNE 12—COOKE'S, C&B  
ROASTERS & SCOOPS**

**JUNE 19—FL HOTS**

**JUNE 26—COOKE'S**

**JULY 3—FL HOTS**

**\*\* JULY 10—VASKO'S,  
SCOOPS & C&B ROASTERS**

**JULY 17—FL HOTS**

**JULY 24—COOKE'S**

**JULY 31—COOKE'S**

**AUG 7—VASKO'S**

**\*\* AUG 14—COOKE'S,  
FL HOTS & SCOOPS**

**AUG 21—FL HOTS**

**AUG 28—COOKE'S**



**FOOD TRUCKS SERVING  
5:30-8:00PM**

**\*\* LIVE MUSIC**

**6/12, 7/10, 8/14**

**6:30-8:00**



For more information (585)-394-1120 or [info@townofcanandaigua.org](mailto:info@townofcanandaigua.org)

Community Event @ Motion Junction June 8th



Inclusion In Motion presents a  
*Community Event*  
TO CELEBRATE  
**MOTION JUNCTION**  
**SATURDAY, JUNE 8TH 2024**  
10:00 AM - 1:00 PM

We have several community partners to celebrate! We will have a covered area outdoors. Tables and chairs will be provided. Please feel free to bring handouts. We will not have any retail.

**MOTION JUNCTION**  
2640 Outhouse Rd.  
Canandaigua, NY 14424



**INCLUSION-MOTION**

For community agencies wanting to showcase your organization -  
**PLEASE RSVP BY MAY 1ST:**  
bentleynanci@gmail.com  
716-946-7224  
Please include any accommodations needed.



Music in the Park @ Richard P. Memorial Outhouse Park

THANK YOU EVENT  
SPONSORS!

*the Green Front*  
**Eric's Office**  
RESTAURANT

Town of Canandaigua  
**REPUBLICANS**   
[www.townofcanandaiguarepublicans.org](http://www.townofcanandaiguarepublicans.org)

  
**IRONMAN**  
EQUIPMENT  
1947 State Rte. 332, Canandaigua, NY 14424  
315-573-2255

BRING YOUR  
BLANKETS & CHAIRS  
SIT BACK & RELAX  
OPEN TO THE PUBLIC

Town of  
**CANANDAIGUA** 

**OUTHOUSE PARK**

**MUSIC in the PARK**

**FOOD TRUCKS**

**WED JUNE 12TH**

**47 SOUTH**

[HTTPS://THEBAND47SOUTH.COM/](https://theband47south.com/)  
**COOKE'S, C&B ROASTERS, SCOOPS**

**WED. JULY 10TH**

**MICHAEL YACCI TRIO**  
POP - ROCK - SOUL - ORIGINAL SONGS  
**C&B ROASTERS, VASKO'S, SCOOPS**

**WED. AUG 14TH**

**ROCKIN' BOOTS**  
[WWW.FACEBOOK.COM/ROCKINBOOTSBAND](http://www.facebook.com/rockinbootsband)  
**COOKE'S, FL HOTS, SCOOPS**

  
**Vasko's**  
PLATES • BURGERS • SHAKES

**FOOD TRUCKS SERVING**

**5:30-8:00PM**

**LIVE MUSIC**

**6:30-8:00**

  
**SCOOPS**

  
**COOKE'S**  
KITCHEN AND CATERING

  
**C&B ROASTERS**  
Our Passion at your Service

  
**FINGERLAKES HITS**  
ON THE FLIP SIDE

For more information (585)-394-1120 or [info@townofcanandaigua.org](mailto:info@townofcanandaigua.org)

Bike Rodeo @ Outhouse Park June 15 11:00a-1:00pm



# **BIKE RODEO**

*June 15, 2024*

Join Kiwanis Club of Canandaigua &  
Town of Canandaigua for a

**Kids Bike Rodeo**  
**Saturday, June 15, 11 am to 1 pm**

**Richard P. Outhouse Memorial Park**

**Bring Your Own Bike! Free for kids ages 3-9**

Safety Check of Bike & Helmet • Bike & Helmet Decorating • Safety tips  
Fun Course for Kids Ages 3 to 5 • Obstacle Course for Kids 6 to 9

For more information, visit  
[CanandaiguaKiwanis.org](http://CanandaiguaKiwanis.org)  
or call (585) 737-0130.



 **Kiwanis**  
CANANDAIGUA  
Town of  
CANANDAIGUA



## Code Enforcement May Report

Spring is upon us, and the department is still busy, several training classes and certifications have been completed including FEMA Floodplain management and National Storm Water. Most of our larger projects are in full swing with more projects on the horizon. I will be out of the office Tuesday through Thursday for my annual in-service training. Want to thank all the other departments and the board for assisting while I was away for training, true teamwork took place those two weeks and it is forever appreciated.

### Year to Date Totals (5/10/2024):

209 Applications submitted with a total estimated cost of construction of \$17,702,080.43

188 Permits issued with a total of \$127,275.18 in fees associated.

11 New Dwellings  
3 New Commercial  
6 Commercial Renovations/Alterations

1,030 Inspections were performed.

58 Complaints received and investigated.

24 Site Plan Reviews Completed.

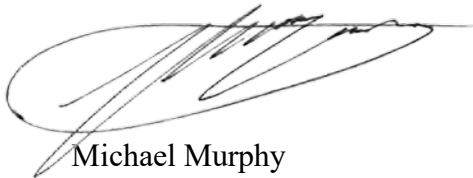
18 Active SWPPP's.

255 Storm Water Site Inspections.

12 Floodplain Development permits.

1 MS4 Illicit Discharge Investigation.

Respectfully Submitted,



Michael Murphy

Lead Code Enforcement Officer



# Summary Statement

April 30, 2024

Page 1 of 15

Investor ID: NY-01-1004

0000583-0005391 PDF 645357

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

## NYCLASS

### NYCLASS

Average Monthly Yield: 5.2196%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0001	INVESTMENTS	531,712.79	0.00	0.00	2,279.46	9,172.70	532,920.63	533,992.25
NY-01-1004-0002	CONT. TAX RESERVE (AA231)	1,040,297.78	0.00	0.00	4,459.74	17,946.24	1,042,660.91	1,044,757.52
NY-01-1004-0003	OPEN SPACE RESERVE (AA234)	842,528.63	0.00	0.00	3,611.91	14,534.48	844,442.51	846,140.54
NY-01-1004-0004	PARKS FUND (CM100/CR)	352,606.91	0.00	0.00	1,511.62	6,082.82	353,407.89	354,118.53
NY-01-1004-0005	HWY EQUIP RESERVE (DA230)	336,636.18	0.00	0.00	1,443.16	5,807.30	337,400.88	338,079.34
NY-01-1004-0006	HWY IMPROV RESERVE (DA232)	360,050.33	0.00	0.00	1,543.54	6,211.27	360,868.22	361,593.87





# Summary Statement

April 30, 2024

Page 2 of 15

Investor ID: NY-01-1004

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

## NYCLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NY-01-1004-0007	HWY SNOW RD REPAIR RESERVE (DA235)	221,694.32	0.00	0.00	950.40	3,824.46	222,197.92	222,644.72
NY-01-1004-0008	REPAIR RESERVE FUND (AA232)	221,407.60	0.00	0.00	949.17	3,819.52	221,910.55	222,356.77
NY-01-1004-0009	TECHNOLOGY RESERVE FUND (AA233)	49,637.01	0.00	0.00	212.79	856.30	49,749.77	49,849.80
NY-01-1004-0010	NYS EMP SYST RESERVE (AA235)	200,710.57	0.00	0.00	860.43	3,462.48	201,166.49	201,571.00
NY-01-1004-0011	BONDED INDEBTEDNESS RESERVE (AA237)	232,652.61	0.00	0.00	997.39	4,013.48	233,181.10	233,650.00
NY-01-1004-0012	SOLID WASTE MGMT RESERVE (AA238)	864,961.24	0.00	0.00	3,708.09	14,921.52	866,926.08	868,669.33
<b>TOTAL</b>		<b>5,254,895.97</b>	<b>0.00</b>	<b>0.00</b>	<b>22,527.70</b>	<b>90,652.57</b>	<b>5,266,832.95</b>	<b>5,277,423.67</b>



# Account Statement

April 30, 2024

Page 3 of 15

Account Number: NY-01-1004-0001

## INVESTMENTS

### Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	531,712.79	0.00	0.00	2,279.46	9,172.70	532,920.63	533,992.25

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			531,712.79	
04/30/2024	Income Dividend Reinvestment	2,279.46			
04/30/2024	Ending Balance			533,992.25	



CONT. TAX RESERVE (AA231)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	1,040,297.78	0.00	0.00	4,459.74	17,946.24	1,042,660.91	1,044,757.52

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			1,040,297.78	
04/30/2024	Income Dividend Reinvestment	4,459.74			
04/30/2024	Ending Balance			1,044,757.52	



# Account Statement

April 30, 2024

Page 5 of 15

Account Number: NY-01-1004-0003

## OPEN SPACE RESERVE (AA234)

### Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	842,528.63	0.00	0.00	3,611.91	14,534.48	844,442.51	846,140.54

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			842,528.63	
04/30/2024	Income Dividend Reinvestment	3,611.91			
04/30/2024	Ending Balance			846,140.54	



Account Statement

April 30, 2024

Page 6 of 15

Account Number: NY-01-1004-0004

PARKS FUND (CM100/CR)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	352,606.91	0.00	0.00	1,511.62	6,082.82	353,407.89	354,118.53

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			352,606.91	
04/30/2024	Income Dividend Reinvestment	1,511.62			
04/30/2024	Ending Balance			354,118.53	



Account Statement

April 30, 2024

Page 7 of 15

Account Number: NY-01-1004-0005

HWY EQUIP RESERVE (DA230)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	336,636.18	0.00	0.00	1,443.16	5,807.30	337,400.88	338,079.34

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			336,636.18	
04/30/2024	Income Dividend Reinvestment	1,443.16			
04/30/2024	Ending Balance			338,079.34	



HWY IMPROV RESERVE (DA232)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	360,050.33	0.00	0.00	1,543.54	6,211.27	360,868.22	361,593.87

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			360,050.33	
04/30/2024	Income Dividend Reinvestment	1,543.54			
04/30/2024	Ending Balance			361,593.87	



Account Statement

April 30, 2024

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Account Number: NY-01-1004-0007

HWY SNOW RD REPAIR RESERVE (DA235)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	221,694.32	0.00	0.00	950.40	3,824.46	222,197.92	222,644.72

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			221,694.32	
04/30/2024	Income Dividend Reinvestment	950.40			
04/30/2024	Ending Balance			222,644.72	





REPAIR RESERVE FUND (AA232)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	221,407.60	0.00	0.00	949.17	3,819.52	221,910.55	222,356.77

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			221,407.60	
04/30/2024	Income Dividend Reinvestment	949.17			
04/30/2024	Ending Balance			222,356.77	



TECHNOLOGY RESERVE FUND (AA233)

Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	49,637.01	0.00	0.00	212.79	856.30	49,749.77	49,849.80

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			49,637.01	
04/30/2024	Income Dividend Reinvestment	212.79			
04/30/2024	Ending Balance			49,849.80	



# Account Statement

April 30, 2024

Page 12 of 15

Account Number: NY-01-1004-0010

## NYS EMP SYST RESERVE (AA235)

### Account Summary

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	200,710.57	0.00	0.00	860.43	3,462.48	201,166.49	201,571.00

### Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			200,710.57	
04/30/2024	Income Dividend Reinvestment	860.43			
04/30/2024	Ending Balance			201,571.00	

**BONDED INDEBTEDNESS RESERVE (AA237)**

**Account Summary**

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	232,652.61	0.00	0.00	997.39	4,013.48	233,181.10	233,650.00

**Transaction Activity**

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			232,652.61	
04/30/2024	Income Dividend Reinvestment	997.39			
04/30/2024	Ending Balance			233,650.00	



**SOLID WASTE MGMT RESERVE (AA238)**

**Account Summary**

Average Monthly Yield: 5.2196%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NYCLASS	864,961.24	0.00	0.00	3,708.09	14,921.52	866,926.08	868,669.33

**Transaction Activity**

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2024	Beginning Balance			864,961.24	
04/30/2024	Income Dividend Reinvestment	3,708.09			
04/30/2024	Ending Balance			868,669.33	

**NYCLASS**

**NYCLASS**

Date	Dividend Rate	Daily Yield
04/01/2024	0.000142916	5.2308%
04/02/2024	0.000142924	5.2310%
04/03/2024	0.000142716	5.2234%
04/04/2024	0.000143032	5.2336%
04/05/2024	0.000428082	5.2226%
04/06/2024	0.000000000	5.2226%
04/07/2024	0.000000000	5.2226%
04/08/2024	0.000142664	5.2215%
04/09/2024	0.000142630	5.2203%
04/10/2024	0.000142780	5.2257%
04/11/2024	0.000142552	5.2174%
04/12/2024	0.000427329	5.2134%
04/13/2024	0.000000000	5.2134%
04/14/2024	0.000000000	5.2134%
04/15/2024	0.000142446	5.2136%
04/16/2024	0.000142640	5.2207%
04/17/2024	0.000142762	5.2251%
04/18/2024	0.000142597	5.2190%
04/19/2024	0.000427908	5.2205%
04/20/2024	0.000000000	5.2205%
04/21/2024	0.000000000	5.2205%
04/22/2024	0.000142692	5.2225%
04/23/2024	0.000142554	5.2175%
04/24/2024	0.000142654	5.2212%
04/25/2024	0.000142573	5.2181%
04/26/2024	0.000427191	5.2117%
04/27/2024	0.000000000	5.2117%
04/28/2024	0.000000000	5.2117%
04/29/2024	0.000142431	5.2124%
04/30/2024	0.000142306	5.2084%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: AA100 - GENERAL FUND</b>							
<b>Revenue</b>							
<a href="#">AA100.1001.00000</a>	REAL PROPERTY TAXES	544,873.00	544,873.00	0.00	544,873.00	0.00	0.00 %
<a href="#">AA100.1030.00000</a>	SPECIAL ASSESSMENT/PILOT	23,809.00	23,809.00	49,078.80	51,589.86	27,780.86	216.68 %
<a href="#">AA100.1090.00000</a>	PENALTY ON TAXES	11,000.00	11,000.00	0.00	0.00	-11,000.00	100.00 %
<a href="#">AA100.1120.00000</a>	NON PROPERTY SALES TAX	2,875,000.00	2,875,000.00	1,433,830.20	1,433,830.20	-1,441,169.80	50.13 %
<a href="#">AA100.1170.00000</a>	CABLE TV FRANCHISE FEES	90,000.00	90,000.00	0.00	43,891.73	-46,108.27	51.23 %
<a href="#">AA100.1255.00000</a>	TOWN CLERK FEES	3,000.00	3,000.00	171.92	212.48	-2,787.52	92.92 %
<a href="#">AA100.1603.00000</a>	VITAL STATISTICS FEE	4,600.00	4,600.00	520.00	1,180.00	-3,420.00	74.35 %
<a href="#">AA100.2001.00000</a>	PARK & RECREATION FEES	140,000.00	140,000.00	25,380.35	26,895.38	-113,104.62	80.79 %
<a href="#">AA100.2110.00000</a>	ZONING FEES	50,000.00	50,000.00	22,450.00	33,800.00	-16,200.00	32.40 %
<a href="#">AA100.2120.00000</a>	SOIL EROSION CONTROL	4,500.00	4,500.00	2,300.00	2,750.00	-1,750.00	38.89 %
<a href="#">AA100.2148.00000</a>	RETURNED CHECK FEE	100.00	100.00	0.00	40.00	-60.00	60.00 %
<a href="#">AA100.2192.00000</a>	CEMETERY SERVICES	350.00	350.00	0.00	0.00	-350.00	100.00 %
<a href="#">AA100.2302.00000</a>	SERVICES/OTHER GOVERNMENTS	67,000.00	67,000.00	1,000.00	3,000.00	-64,000.00	95.52 %
<a href="#">AA100.2401.00000</a>	INTEREST & EARNINGS	80,000.00	80,000.00	16,986.65	40,570.06	-39,429.94	49.29 %
<a href="#">AA100.2410.00000</a>	RENTAL OF REAL PROPERTY	16,360.00	16,360.00	900.00	3,600.00	-12,760.00	78.00 %
<a href="#">AA100.2544.00000</a>	DOG LICENSES	30,000.00	30,000.00	3,409.00	5,180.00	-24,820.00	82.73 %
<a href="#">AA100.2590.00000</a>	SITE DEVELOPMENT FEES	75,000.00	75,000.00	48,732.43	56,702.23	-18,297.77	24.40 %
<a href="#">AA100.2591.00000</a>	TRANSFER STATION FEES	25,000.00	25,000.00	2,887.00	3,897.00	-21,103.00	84.41 %
<a href="#">AA100.2610.00000</a>	FINES & FORFEITED BAIL	110,000.00	110,000.00	23,579.00	41,252.00	-68,748.00	62.50 %
<a href="#">AA100.2651.00000</a>	RECYCLING REVENUE	15,000.00	15,000.00	2,184.46	4,720.80	-10,279.20	68.53 %
<a href="#">AA100.2701.00000</a>	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	5,120.19	5,120.19	0.00 %
<a href="#">AA100.2705.00000</a>	GIFTS & DONATIONS	1,000.00	1,000.00	250.00	250.00	-750.00	75.00 %
<a href="#">AA100.2770.00000</a>	MISCELLANEOUS INCOME	0.00	0.00	3,438.33	3,438.33	3,438.33	0.00 %
<a href="#">AA100.3005.00000</a>	ONTARIO CO MORTGAGE TAX	275,000.00	275,000.00	0.00	0.00	-275,000.00	100.00 %
<a href="#">AA100.3089.00000</a>	ST AID.OTHER	0.00	0.00	8,308.59	8,308.59	8,308.59	0.00 %
<a href="#">AA100.5031.00000</a>	INTERFUND TRANSFERS	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
<a href="#">AA100.5031.000CM</a>	INTERFUND TRANSFERS.PARK FUND	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
<a href="#">AA100.9000.00000</a>	APPROPRIATED FUND BALANCE FOR..	536,611.00	1,076,511.00	300,000.00	539,900.00	-536,611.00	49.85 %
	<b>Revenue Total:</b>	<b>5,143,203.00</b>	<b>5,683,103.00</b>	<b>1,945,406.73</b>	<b>2,855,001.85</b>	<b>-2,828,101.15</b>	<b>49.76 %</b>
<b>Expense</b>							
<a href="#">AA100.1010.110.00000</a>	TOWN BOARD.ELECTED	22,792.00	22,792.00	1,753.20	7,012.80	15,779.20	69.23 %
<a href="#">AA100.1010.400.00000</a>	TOWN BOARD.CONTRACTUAL	2,750.00	2,750.00	517.80	2,453.49	296.51	10.78 %
<a href="#">AA100.1110.110.00000</a>	JUSTICES.ELECTED	57,218.00	57,218.00	4,401.40	17,605.60	39,612.40	69.23 %
<a href="#">AA100.1110.120.00000</a>	JUSTICES.COURT CLERK, FT	62,826.00	62,826.00	4,832.76	19,331.04	43,494.96	69.23 %
<a href="#">AA100.1110.130.00000</a>	JUSTICES.COURT CLERK, PT	1,000.00	1,000.00	0.00	59.73	940.27	94.03 %
<a href="#">AA100.1110.140.00000</a>	JUSTICES.COURT CLERK, PT	33,488.00	33,488.00	1,828.50	8,395.00	25,093.00	74.93 %
<a href="#">AA100.1110.200.00000</a>	JUSTICES.CAPITAL.EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">AA100.1110.400.00000</a>	JUSTICES.CONTRACTUAL	9,050.00	9,050.00	179.81	822.11	8,227.89	90.92 %
<a href="#">AA100.1110.401.00000</a>	JUSTICES..CONTR.COURTSECURITY	13,500.00	13,500.00	0.00	3,007.51	10,492.49	77.72 %
<a href="#">AA100.1220.110.00000</a>	SUPERVISOR.ELECTED	68,873.00	68,873.00	5,297.92	21,191.68	47,681.32	69.23 %
<a href="#">AA100.1220.120.00000</a>	SUPERVISOR.DEPUTY SUPERVISOR	2,060.00	2,060.00	158.46	631.53	1,428.47	69.34 %
<a href="#">AA100.1220.142.00000</a>	SUPERVISOR.CONFIDENTIAL SECRE...	1.00	28,001.00	1,067.00	1,661.00	26,340.00	94.07 %
<a href="#">AA100.1220.400.00000</a>	SUPERVISOR.CONTRACTUAL	5,250.00	5,250.00	1,546.77	1,546.77	3,703.23	70.54 %
<a href="#">AA100.1230.100.00000</a>	TOWN MANAGER.PERSONAL SERVI...	140,690.00	94,690.00	0.00	24,347.55	70,342.45	74.29 %
<a href="#">AA100.1230.144.00000</a>	TOWN MGR. CLERK FINANCE P/T	20,000.00	20,000.00	109.14	1,259.27	18,740.73	93.70 %
<a href="#">AA100.1230.145.00000</a>	TOWN MGR.FINANCE CLERK F/T	62,500.00	62,500.00	4,807.70	19,230.80	43,269.20	69.23 %
<a href="#">AA100.1230.200.00000</a>	TOWN MANAGER.CAPITAL.EQUIPM...	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00 %
<a href="#">AA100.1230.400.00000</a>	TOWN MANAGER.CONTRACTUAL	9,060.00	23,060.00	193.12	9,599.79	13,460.21	58.37 %
<a href="#">AA100.1320.400.00000</a>	AUDITOR.CONTRACTUAL	20,376.00	20,376.00	0.00	0.00	20,376.00	100.00 %
<a href="#">AA100.1340.400.00000</a>	BUDGET.CONTRACTUAL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">AA100.1345.400.00000</a>	PURCHASING.CONTRACTUAL	1,750.00	1,750.00	142.11	755.29	994.71	56.84 %
<a href="#">AA100.1355.120.00000</a>	ASSESSOR.PERSONAL SERVICES	78,796.00	78,796.00	6,061.24	24,244.96	54,551.04	69.23 %
<a href="#">AA100.1355.132.00000</a>	ASSESSOR.REAL PROPERTY AIDE FT	47,133.00	47,133.00	3,634.10	13,423.22	33,709.78	71.52 %
<a href="#">AA100.1355.150.00000</a>	ASSESSOR.BAR REVIEW SALARY	2,035.00	2,035.00	508.75	508.75	1,526.25	75.00 %
<a href="#">AA100.1355.200.00000</a>	ASSESSOR.CAPITAL.EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.1355.400.00000</a>	ASSESSOR.CONTRACTUAL	38,040.00	38,040.00	594.65	8,966.82	29,073.18	76.43 %
<a href="#">AA100.1355.420.00000</a>	ASSESSOR.BAR REVIEW CONTRACT...	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">AA100.1380.400.00000</a>	FISCAL.AGENT.FEES	0.00	14,900.00	0.00	0.00	14,900.00	100.00 %
<a href="#">AA100.1410.110.00000</a>	TOWN CLERK.ELECTED	74,638.00	74,638.00	5,741.38	22,965.52	51,672.48	69.23 %
<a href="#">AA100.1410.131.00000</a>	TOWN CLERK.FIRSTDEPUTY	53,560.00	53,560.00	4,142.54	15,736.48	37,823.52	70.62 %
<a href="#">AA100.1410.141.00000</a>	TOWN CLERK.DEPUTY #2	47,133.00	47,133.00	3,642.60	13,712.14	33,420.86	70.91 %
<a href="#">AA100.1410.142.00000</a>	TOWN CLERK.DEPUTY#3	47,133.00	47,133.00	0.00	0.00	47,133.00	100.00 %
<a href="#">AA100.1410.200.00000</a>	TOWN CLERK.CAPITAL.EQUIPMENT	850.00	850.00	0.00	0.00	850.00	100.00 %
<a href="#">AA100.1410.400.00000</a>	TOWN CLERK.CONTRACTUAL	25,725.00	25,725.00	914.00	4,489.98	21,235.02	82.55 %
<a href="#">AA100.1420.400.00000</a>	ATTORNEY.CONTRACTUAL	9,500.00	14,500.00	0.00	11,676.75	2,823.25	19.47 %
<a href="#">AA100.1430.132.00000</a>	PERSONNEL.HR AND PAYROLL COO...	93,500.00	93,500.00	7,192.30	28,769.20	64,730.80	69.23 %
<a href="#">AA100.1430.200.00000</a>	PERSONNEL.CAPITAL.EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">AA100.1430.410.00000</a>	PERSONNEL.CONTRACTUAL	7,120.00	7,120.00	50.29	378.94	6,741.06	94.68 %
<a href="#">AA100.1430.420.00000</a>	PERSONNEL.EAP HUMAN RESOURCE	1,550.00	1,550.00	0.00	0.00	1,550.00	100.00 %
<a href="#">AA100.1440.400.00000</a>	ENGINEERING.CONTRACTUAL	20,003.00	73,363.00	5,000.00	13,643.61	59,719.39	81.40 %
<a href="#">AA100.1440.406.00000</a>	ENGINEERING. SEWERS	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.1450.400.00000</a>	ELECTIONS.CONTRACTUAL	11,250.00	11,250.00	51.11	51.11	11,198.89	99.55 %
<a href="#">AA100.1460.200.00000</a>	RECORDS MANAGEMENT.CAPITAL....	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">AA100.1460.400.00000</a>	RECORDS MANAGEMENT.CONTRAC...	36,223.00	36,223.00	1,290.77	2,414.95	33,808.05	93.33 %
<a href="#">AA100.1480.100.00000</a>	PUBLICSERVINFO.CONTRACTUAL.P...	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.1480.400.00000</a>	PUBLICSERVINFO.CONTRACTUAL.C...	3,351.00	3,351.00	80.00	401.90	2,949.10	88.01 %
<a href="#">AA100.1620.200.00000</a>	BUILDINGS.CAPITAL.EQUIPMENT	15,002.00	254,902.00	42,919.50	242,600.00	12,302.00	4.83 %
<a href="#">AA100.1620.400.00000</a>	BUILDINGS.CONTRACTUAL	5,000.00	5,000.00	703.75	1,836.48	3,163.52	63.27 %
<a href="#">AA100.1620.403.00000</a>	BUILDINGS..TOWNHALL.CONTR.UTI...	49,350.00	54,350.00	6,633.94	12,045.69	42,304.31	77.84 %
<a href="#">AA100.1620.404.00000</a>	BUILDINGS..HIGHWAYBLDG.CONTR...	114,850.00	114,850.00	13,819.92	29,200.55	85,649.45	74.58 %
<a href="#">AA100.1620.405.00000</a>	BUILDINGS..PARKS.CONTR.UTILITY....	37,500.00	37,500.00	2,845.30	10,627.14	26,872.86	71.66 %
<a href="#">AA100.1620.410.00000</a>	BUILDINGS.JANITORIAL	6,500.00	6,500.00	0.00	1,027.66	5,472.34	84.19 %
<a href="#">AA100.1670.400.00000</a>	PRINTING & MAILING.CONTRACTU...	16,500.00	16,500.00	521.04	7,810.94	8,689.06	52.66 %
<a href="#">AA100.1680.100.00000</a>	CENTRAL DATA PROCESSING.PERS...	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.1680.125.00000</a>	CENTRAL DATA PROCESSING..PT PE...	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.1680.200.00000</a>	DATA PROCESSING.CAPITAL.EQUIP...	109,502.00	114,207.00	10,775.03	43,479.63	70,727.37	61.93 %
<a href="#">AA100.1680.400.00000</a>	DATA PROCESSING.CONTRACTUAL	134,800.00	134,800.00	20,997.39	96,500.88	38,299.12	28.41 %
<a href="#">AA100.1910.400.00000</a>	UNALLOCATED INSURANCE	135,000.00	135,000.00	25,930.69	26,447.44	108,552.56	80.41 %
<a href="#">AA100.1920.400.00000</a>	MUNICIPAL ASSOCIATION DUES	1,750.00	1,750.00	0.00	1,500.00	250.00	14.29 %
<a href="#">AA100.1940.200.00000</a>	PURCHASE OF LAND/RIGHT OF WAY...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">AA100.1940.400.00000</a>	PURCHASE OF LAND/RIGHT OF WAY...	7,500.00	7,500.00	0.00	1,500.00	6,000.00	80.00 %
<a href="#">AA100.1990.400.00000</a>	CONTINGENCY	144,409.00	128,299.00	0.00	0.00	128,299.00	100.00 %
<a href="#">AA100.3120.400.00000</a>	POLICE.CONTRACTUAL	29,000.00	29,000.00	0.00	2,390.96	26,609.04	91.76 %
<a href="#">AA100.3189.200.00000</a>	OTHER TRAFFIC SAFETY	15,000.00	27,952.00	6,536.88	12,951.88	15,000.12	53.66 %
<a href="#">AA100.3310.200.00000</a>	TRAFFIC.CAPITAL.EQUIPMENT	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">AA100.3310.400.00000</a>	TRAFFIC.CONTRACTUAL	105,000.00	105,000.00	3,054.00	5,309.08	99,690.92	94.94 %
<a href="#">AA100.3510.400.00000</a>	DOG CONTROL CONTRACTUAL	30,000.00	30,000.00	0.00	26,456.00	3,544.00	11.81 %
<a href="#">AA100.4020.100.00000</a>	REGISTRAR.PERSONAL SERVICES	3,000.00	3,000.00	750.00	750.00	2,250.00	75.00 %
<a href="#">AA100.4020.400.00000</a>	REGISTRAR.CONTRACTUAL	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">AA100.4540.400.00000</a>	AMBULANCE CONTRACTUAL	9,000.00	9,000.00	0.00	9,000.00	0.00	0.00 %
<a href="#">AA100.5010.110.00000</a>	HIGHWAY SUPT.ELECTED	60,000.00	60,000.00	4,615.38	18,461.52	41,538.48	69.23 %
<a href="#">AA100.5010.120.00000</a>	HIGHWAY.DEPUTY	5,305.00	5,305.00	408.08	1,632.32	3,672.68	69.23 %
<a href="#">AA100.5010.130.00000</a>	HIGHWAY. CLERK	20,353.00	20,353.00	782.80	4,921.85	15,431.15	75.82 %
<a href="#">AA100.5010.131.00000</a>	HIGHWAY.SENIOR CLERK	23,567.00	23,567.00	2,019.59	7,115.29	16,451.71	69.81 %
<a href="#">AA100.5182.400.00000</a>	STREET LIGHTING.CONTRACTUAL	25,000.00	25,000.00	2,480.31	13,010.54	11,989.46	47.96 %
<a href="#">AA100.6989.400.00000</a>	ECONOMIC DEVELOPMENT.CONTR...	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00 %
<a href="#">AA100.7020.141.00000</a>	RECREATION.SR LIFEGUARD	16,160.00	16,160.00	0.00	0.00	16,160.00	100.00 %
<a href="#">AA100.7020.400.00000</a>	RECREATION.CONTRACTUAL	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %



Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">AA100.7110.121.00000</a>	PARKS.MAINTENANCE ASSISTANT	56,160.00	56,160.00	4,795.88	17,739.01	38,420.99	68.41 %
<a href="#">AA100.7110.130.00000</a>	PARK.LABORER F/T	68,640.00	68,640.00	5,236.00	18,863.00	49,777.00	72.52 %
<a href="#">AA100.7110.131.00000</a>	PERSONAL SERVICES.PT	51,251.00	51,251.00	4,246.38	12,569.04	38,681.96	75.48 %
<a href="#">AA100.7110.142.00000</a>	REC.ATTENDANTS GATEHOUSE	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
<a href="#">AA100.7110.143.00000</a>	PARK.LABORERS P/T SEASONAL	75,600.00	75,600.00	1,092.25	1,092.25	74,507.75	98.56 %
<a href="#">AA100.7110.200.00000</a>	PARKS.NORMAL.CAP.MAINTENANC...	258,507.00	311,307.00	7,986.35	21,302.85	290,004.15	93.16 %
<a href="#">AA100.7110.201.00000</a>	PARKS.PRKFUND.NEWREC.EXP.PAR...	150,002.00	150,002.00	0.00	0.00	150,002.00	100.00 %
<a href="#">AA100.7110.400.00000</a>	PARK.CONTRACTUAL	51,761.00	57,178.00	2,474.60	15,406.50	41,771.50	73.06 %
<a href="#">AA100.7110.402.00000</a>	PARKS.LANDSCAPING	14,950.00	14,950.00	0.00	837.59	14,112.41	94.40 %
<a href="#">AA100.7110.404.00000</a>	PARKS AUBURN TRAIL	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.7140.141.00000</a>	PLAYGROUND/RECREATION.LIFEG...	65,718.00	65,718.00	0.00	0.00	65,718.00	100.00 %
<a href="#">AA100.7140.400.00000</a>	PLAYGROUND/RECREATION.CONTR...	30,800.00	30,800.00	348.55	1,684.52	29,115.48	94.53 %
<a href="#">AA100.7140.405.00000</a>	RECREATION.EVENTS.MOVIE NIGHT	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">AA100.7450.410.00000</a>	MUSEUM.CONTRACTUAL	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
<a href="#">AA100.7510.120.00000</a>	HISTORIAN.PERSONAL SERVICES	3,789.00	3,789.00	947.25	947.25	2,841.75	75.00 %
<a href="#">AA100.7510.400.00000</a>	HISTORIAN.CONTRACTUAL	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00 %
<a href="#">AA100.7550.400.00000</a>	CELEBRATIONS.CONTRACTUAL	18,450.00	18,450.00	0.00	1,679.59	16,770.41	90.90 %
<a href="#">AA100.7620.400.00000</a>	ADULT RECREATION.CONTRACTUAL	3,000.00	3,000.00	46.96	103.06	2,896.94	96.56 %
<a href="#">AA100.8010.120.00000</a>	PLANNER.PERSONAL SVCS	56,650.00	56,650.00	4,863.36	18,362.88	38,287.12	67.59 %
<a href="#">AA100.8010.124.00000</a>	ZONING.OFFICER F/T	113,300.00	113,300.00	8,715.40	34,861.60	78,438.40	69.23 %
<a href="#">AA100.8010.141.00000</a>	ZONING.INSPECTOR P/T	13,125.00	13,125.00	1,190.00	3,736.25	9,388.75	71.53 %
<a href="#">AA100.8010.146.00000</a>	ZONING.SENIOR CLERK	1.00	1.00	0.00	0.00	1.00	100.00 %
<a href="#">AA100.8010.147.00000</a>	ZONING.OFFICE SPECIALIST I	0.00	38,000.00	2,893.50	10,131.75	27,868.25	73.34 %
<a href="#">AA100.8010.200.00000</a>	ZONE.PLANNER.CAPITAL.EQUIPME...	5,000.00	5,000.00	0.00	50.00	4,950.00	99.00 %
<a href="#">AA100.8010.400.00000</a>	ZONING INSPECTOR.CONTRACTUAL	2,840.00	2,840.00	64.60	258.40	2,581.60	90.90 %
<a href="#">AA100.8010.420.00000</a>	ZONING.PLANNER.CONTRACTUAL	6,020.00	6,020.00	1,048.51	2,031.64	3,988.36	66.25 %
<a href="#">AA100.8020.120.00000</a>	PLANNING BOARD.PERSONAL SERV...	16,015.00	16,015.00	4,003.75	4,003.75	12,011.25	75.00 %
<a href="#">AA100.8020.140.00000</a>	PB STENOGRAPHER P/T.PERSONAL ...	6,930.00	6,930.00	558.00	2,196.00	4,734.00	68.31 %
<a href="#">AA100.8020.150.00000</a>	ECB.PERSONAL SERVICES	4,822.00	4,822.00	1,046.25	1,046.25	3,775.75	78.30 %
<a href="#">AA100.8020.160.00000</a>	PLANNING.SECRETARY STENOGRAP...	13,080.00	13,080.00	1,325.00	6,185.00	6,895.00	52.71 %
<a href="#">AA100.8020.400.00000</a>	PLANNING BOARD.CONTRACTUAL	12,750.00	12,750.00	707.78	4,772.33	7,977.67	62.57 %
<a href="#">AA100.8020.410.00000</a>	PLANNING.ENGINEERING.CONTRAC...	2,400.00	2,400.00	0.00	850.00	1,550.00	64.58 %
<a href="#">AA100.8020.422.00000</a>	PLANNING.OPEN SPACE TEAM & C...	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">AA100.8020.424.00000</a>	PLANNING.UPTOWN	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">AA100.8020.428.00000</a>	PLANNING.HISTORICAL PROJECT TE...	200.00	200.00	0.00	0.00	200.00	100.00 %
<a href="#">AA100.8020.450.00000</a>	PLANNING.ECB.CONTRACTUAL	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
<a href="#">AA100.8040.120.00000</a>	ZONING BOARD OF APPEALS.PERS...	6,460.00	6,460.00	1,650.00	1,650.00	4,810.00	74.46 %
<a href="#">AA100.8040.140.00000</a>	ZONING BOARD OF APPEALS SECRE...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">AA100.8040.400.00000</a>	ZONING BOARD OF APPEALS CONT...	5,000.00	5,000.00	476.05	1,961.35	3,038.65	60.77 %
<a href="#">AA100.8140.200.00000</a>	STORMSEWERS.CAPITAL.EQUIPME...	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.8140.400.00000</a>	STORMSEWERS.CONTRACTUAL	12,000.00	12,000.00	1,372.50	2,012.50	9,987.50	83.23 %
<a href="#">AA100.8160.130.00000</a>	WASTE & RECYCLING MEO.PERSON...	66,921.00	66,921.00	6,048.21	20,307.55	46,613.45	69.65 %
<a href="#">AA100.8160.140.00000</a>	WASTE & RECYCLING LABORS PT.PE...	41,600.00	41,600.00	2,693.64	10,956.09	30,643.91	73.66 %
<a href="#">AA100.8160.200.00000</a>	WASTE & RECYCLING EQUIPMENT	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">AA100.8160.400.00000</a>	WASTE & RECYCLING CONTRACTUAL	114,000.00	114,000.00	11,945.80	22,184.34	91,815.66	80.54 %
<a href="#">AA100.8540.400.00000</a>	DRAINAGE.CONTRACTUAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">AA100.8664.121.00000</a>	CODE ENFORCEMENT	78,000.00	78,000.00	9,576.93	41,884.65	36,115.35	46.30 %
<a href="#">AA100.8664.122.00000</a>	CODE ENFORCEMENT	20,851.00	20,851.00	1,569.92	4,740.42	16,110.58	77.27 %
<a href="#">AA100.8664.124.00000</a>	CODE ENFORCEMENT	92,500.00	54,500.00	0.00	1,634.50	52,865.50	97.00 %
<a href="#">AA100.8664.126.00000</a>	CODE ENFORCEMENT	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
<a href="#">AA100.8664.200.00000</a>	CODE ENFORCEMENT.CAPITAL.EQU...	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
<a href="#">AA100.8664.400.00000</a>	CODE ENFORCEMENT.CONTRACTU...	9,440.00	9,440.00	1,519.64	4,577.40	4,862.60	51.51 %
<a href="#">AA100.8710.400.00000</a>	CONSERVATION.PROGRAM.CONTR...	3,300.00	3,300.00	0.00	0.00	3,300.00	100.00 %
<a href="#">AA100.8710.401.00000</a>	CONSERVATION.AG COMMITTEE.C...	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.8730.450.00000</a>	FORESTRY TREE ADVISORY BOARD	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">AA100.8810.400.00000</a>	CEMETERIES CONTRACTUAL	15,400.00	15,400.00	0.00	5,000.00	10,400.00	67.53 %
<a href="#">AA100.8989.400.00000</a>	CDGA LAKE MANAGEMENT PLAN	31,000.00	31,210.00	0.00	31,210.00	0.00	0.00 %
<a href="#">AA100.9010.800.00000</a>	NYS RETIREMENT	212,000.00	212,000.00	0.00	0.00	212,000.00	100.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">AA100.9030.800.00000</a>	SOCIAL SECURITY/MEDICARE	132,000.00	132,000.00	9,600.38	37,499.00	94,501.00	71.59 %
<a href="#">AA100.9040.800.00000</a>	WORKERS COMPENSATION	113,510.00	113,510.00	0.00	113,509.26	0.74	0.00 %
<a href="#">AA100.9050.800.00000</a>	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">AA100.9055.800.00000</a>	DISABILITY INSURANCE	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00 %
<a href="#">AA100.9060.810.00000</a>	MEDICAL INSURANCE	202,000.00	202,000.00	10,175.81	57,661.29	144,338.71	71.45 %
<a href="#">AA100.9060.811.00000</a>	DENTAL INSURANCE	12,500.00	12,500.00	753.43	4,890.27	7,609.73	60.88 %
<a href="#">AA100.9060.820.00000</a>	HOSPITAL/MEDICAL BUY-OUT	8,000.00	8,000.00	615.36	2,461.44	5,538.56	69.23 %
<a href="#">AA100.9060.830.00000</a>	HSA ACCOUNT	51,700.00	51,700.00	0.00	24,659.38	27,040.62	52.30 %
<a href="#">AA100.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL	220,000.00	220,000.00	0.00	0.00	220,000.00	100.00 %
<a href="#">AA100.9710.700.00000</a>	SERIAL BONDS.INTEREST	63,775.00	63,775.00	0.00	0.00	63,775.00	100.00 %
<a href="#">AA100.9785.600.00000</a>	LEASE INSTALLMENT.PRINCIPAL	39,151.00	40,239.00	0.00	40,238.70	0.30	0.00 %
<a href="#">AA100.9785.700.00000</a>	LEASE INSTALLMENT.INTEREST	3,357.00	2,269.00	0.00	2,268.37	0.63	0.03 %
<a href="#">AA100.9950.900.00000</a>	INTERFUND TRANSFER.CAPITAL PR...	0.00	0.00	300,000.00	299,705.24	-299,705.24	0.00 %
	<b>Expense Total:</b>	<b>5,143,203.00</b>	<b>5,517,337.00</b>	<b>623,121.06</b>	<b>1,823,593.40</b>	<b>3,693,743.60</b>	<b>66.95 %</b>
	<b>Fund: AA100 - GENERAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>165,766.00</b>	<b>1,322,285.67</b>	<b>1,031,408.45</b>	<b>865,642.45</b>	<b>-522.21 %</b>
<b>Fund: AA231 - CONTINGENT/TAX RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA231.2401.00000</a>	INTEREST & EARNINGS.CONT TAX R...	0.00	0.00	4,459.74	17,946.24	17,946.24	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,459.74</b>	<b>17,946.24</b>	<b>17,946.24</b>	<b>0.00 %</b>
	<b>Fund: AA231 - CONTINGENT/TAX RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,459.74</b>	<b>17,946.24</b>	<b>17,946.24</b>	<b>0.00 %</b>
<b>Fund: AA232 - CAMPUS REPAIR RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA232.2401.00000</a>	INTEREST & EARNING.BUILDING RE...	0.00	0.00	949.17	3,819.52	3,819.52	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>949.17</b>	<b>3,819.52</b>	<b>3,819.52</b>	<b>0.00 %</b>
	<b>Fund: AA232 - CAMPUS REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>949.17</b>	<b>3,819.52</b>	<b>3,819.52</b>	<b>0.00 %</b>
<b>Fund: AA233 - TECHNOLOGY RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA233.2401.00000</a>	INTEREST & EARNING.TECHNOLOGY...	0.00	0.00	212.79	856.30	856.30	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>212.79</b>	<b>856.30</b>	<b>856.30</b>	<b>0.00 %</b>
	<b>Fund: AA233 - TECHNOLOGY RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>212.79</b>	<b>856.30</b>	<b>856.30</b>	<b>0.00 %</b>
<b>Fund: AA234 - OPEN SPACE RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA234.2401.00000</a>	INTEREST & EARNING.OPEN SPACE ...	0.00	0.00	3,723.06	14,856.40	14,856.40	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,723.06</b>	<b>14,856.40</b>	<b>14,856.40</b>	<b>0.00 %</b>
	<b>Fund: AA234 - OPEN SPACE RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,723.06</b>	<b>14,856.40</b>	<b>14,856.40</b>	<b>0.00 %</b>
<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA235.2401.00000</a>	INTEREST & EARNING.NYS RETIREM...	0.00	0.00	860.43	3,462.48	3,462.48	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>860.43</b>	<b>3,462.48</b>	<b>3,462.48</b>	<b>0.00 %</b>
	<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>860.43</b>	<b>3,462.48</b>	<b>3,462.48</b>	<b>0.00 %</b>
<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA237.2401.00000</a>	INTEREST & EARNINGS.BONDED IN...	0.00	0.00	997.39	4,013.48	4,013.48	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>997.39</b>	<b>4,013.48</b>	<b>4,013.48</b>	<b>0.00 %</b>
	<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>997.39</b>	<b>4,013.48</b>	<b>4,013.48</b>	<b>0.00 %</b>
<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE</b>							
<b>Revenue</b>							
<a href="#">AA238.2401.00000</a>	INTEREST & EARNINGS.SOLID WAST...	0.00	0.00	3,708.09	14,921.52	14,921.52	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,708.09</b>	<b>14,921.52</b>	<b>14,921.52</b>	<b>0.00 %</b>
	<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,708.09</b>	<b>14,921.52</b>	<b>14,921.52</b>	<b>0.00 %</b>
<b>Fund: CM100 - NEW RECREATION REVENUE FUND</b>							
<b>Revenue</b>							
<a href="#">CM100.2001.00000</a>	PARK & RECREATION FEES	0.00	0.00	0.00	4,500.00	4,500.00	0.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">CM100.2401.00000</a>	INTEREST & EARNINGS	0.00	0.00	1,567.49	6,295.76	6,295.76	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,567.49</b>	<b>10,795.76</b>	<b>10,795.76</b>	<b>0.00 %</b>
	<b>Fund: CM100 - NEW RECREATION REVENUE FUND Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,567.49</b>	<b>10,795.76</b>	<b>10,795.76</b>	<b>0.00 %</b>

Fund: DA100 - HIGHWAY

Revenue							
<a href="#">DA100.1001.00000</a>	REAL PROPERTY TAXES	925,000.00	925,000.00	0.00	925,000.00	0.00	0.00 %
<a href="#">DA100.1120.00000</a>	NON PROPERTY SALES TAX	2,600,000.00	2,600,000.00	0.00	0.00	-2,600,000.00	100.00 %
<a href="#">DA100.2302.00000</a>	SERVICES/OTHER GOVERNMENTS	171,500.00	171,500.00	0.00	87,423.00	-84,077.00	49.02 %
<a href="#">DA100.2303.00000</a>	SALE OF FUEL	5,000.00	5,000.00	976.55	2,340.45	-2,659.55	53.19 %
<a href="#">DA100.2401.00000</a>	INTEREST & EARNINGS	25,000.00	25,000.00	7,323.46	15,246.82	-9,753.18	39.01 %
<a href="#">DA100.2410.00000</a>	RENTAL OF LABOR/INDIVIDUALS	12,000.00	12,000.00	0.00	4,117.77	-7,882.23	65.69 %
<a href="#">DA100.2414.00000</a>	RENTAL OF EQUIPMENT	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
<a href="#">DA100.2665.00000</a>	SALE OF EQUIPMENT	35,000.00	35,000.00	0.00	10,840.00	-24,160.00	69.03 %
<a href="#">DA100.2680.00000</a>	INSURANCE RECOVERIES	0.00	0.00	6,125.00	6,125.00	6,125.00	0.00 %
<a href="#">DA100.3501.00000</a>	NYS STATE AID CHIPS	487,935.00	487,935.00	0.00	0.00	-487,935.00	100.00 %
<a href="#">DA100.4960.00000</a>	FEMA - EMERGENCY DISASTER	0.00	0.00	7,061.45	34,745.49	34,745.49	0.00 %
<a href="#">DA100.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	489,690.00	489,690.00	0.00	0.00	-489,690.00	100.00 %
	<b>Revenue Total:</b>	<b>4,756,125.00</b>	<b>4,756,125.00</b>	<b>21,486.46</b>	<b>1,085,838.53</b>	<b>-3,670,286.47</b>	<b>77.17 %</b>

Expense							
<a href="#">DA100.1420.400.00000</a>	HWY.ATTORNEY.CONTRACTUAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">DA100.1440.400.00000</a>	HWY.ENGINEERING.CONTRACTUAL	5,000.00	9,500.00	1,945.00	5,110.00	4,390.00	46.21 %
<a href="#">DA100.5010.400.00000</a>	HWY.ADMIN.CONTRACTUAL	17,920.00	17,920.00	1,400.64	4,031.58	13,888.42	77.50 %
<a href="#">DA100.5110.130.00000</a>	GENERAL REPAIRS.WAGES F/T	696,000.00	696,000.00	90,210.08	90,210.08	605,789.92	87.04 %
<a href="#">DA100.5110.131.00000</a>	GENERAL REPAIRS.VACATIONBUYB...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">DA100.5110.400.00000</a>	GENERAL REPAIRS.CONTRACTUAL	1,250,000.00	1,250,000.00	12,349.10	51,994.92	1,198,005.08	95.84 %
<a href="#">DA100.5112.200.00000</a>	HWY.PERMANENT IMPROVEMENTS...	487,935.00	487,935.00	0.00	0.00	487,935.00	100.00 %
<a href="#">DA100.5130.200.00000</a>	MACHINERY.CAPITAL.EQUIPMENT	390,002.00	489,869.00	0.00	0.00	489,869.00	100.00 %
<a href="#">DA100.5130.400.00000</a>	MACHINERY.CONTRACTUAL..	218,950.00	169,028.81	5,935.46	36,588.17	132,440.64	78.35 %
<a href="#">DA100.5130.400.00110</a>	MACHINERY.CONTRACTUAL CAR #1...	0.00	84.99	84.99	84.99	0.00	0.00 %
<a href="#">DA100.5130.400.00201</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	28.88	0.00	28.88	0.00	0.00 %
<a href="#">DA100.5130.400.00203</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	2,810.06	0.00	2,810.06	0.00	0.00 %
<a href="#">DA100.5130.400.00205</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	354.50	0.00	354.50	0.00	0.00 %
<a href="#">DA100.5130.400.00207</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	541.79	0.00	541.79	0.00	0.00 %
<a href="#">DA100.5130.400.00208</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	27.20	0.00	27.20	0.00	0.00 %
<a href="#">DA100.5130.400.00212</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,427.57	389.35	1,427.57	0.00	0.00 %
<a href="#">DA100.5130.400.00213</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	5,432.83	3,115.98	5,432.83	0.00	0.00 %
<a href="#">DA100.5130.400.00218</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	-25.00	-25.00	-25.00	0.00	0.00 %
<a href="#">DA100.5130.400.00233</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	141.84	141.84	141.84	0.00	0.00 %
<a href="#">DA100.5130.400.00236</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	396.46	-63.24	396.46	0.00	0.00 %
<a href="#">DA100.5130.400.00237</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	612.43	0.00	612.43	0.00	0.00 %
<a href="#">DA100.5130.400.00238</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	1,983.56	0.00	1,983.56	0.00	0.00 %
<a href="#">DA100.5130.400.00239</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	2,872.14	0.00	2,872.14	0.00	0.00 %
<a href="#">DA100.5130.400.00240</a>	MACHINERY.CONTRACTUAL TRUCK ...	0.00	4,431.14	2,097.51	4,431.14	0.00	0.00 %
<a href="#">DA100.5130.400.00242</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	43.98	0.00	43.98	0.00	0.00 %
<a href="#">DA100.5130.400.00246</a>	MACHINERY.CONTRACTUAL.TRUCK...	0.00	6,689.55	87.93	6,689.55	0.00	0.00 %
<a href="#">DA100.5130.400.00248</a>	MACHINERY.CONTRACTUAL.BUCKE...	0.00	3,917.92	0.00	3,917.92	0.00	0.00 %
<a href="#">DA100.5130.400.00320</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	1,327.68	0.00	1,327.68	0.00	0.00 %
<a href="#">DA100.5130.400.00324</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	305.84	0.00	305.84	0.00	0.00 %
<a href="#">DA100.5130.400.00326</a>	MACHINERY.CONTRACTUAL.TRACK...	0.00	2,514.62	1.64	2,514.62	0.00	0.00 %
<a href="#">DA100.5130.400.00355</a>	MACHINERY.CONTRACTUAL.DOZER...	0.00	861.13	0.00	861.13	0.00	0.00 %
<a href="#">DA100.5130.400.00359</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	100.09	100.09	100.09	0.00	0.00 %
<a href="#">DA100.5130.400.00363</a>	MACHINERY.CONTRACTUAL.LOADE...	0.00	654.13	200.18	654.13	0.00	0.00 %
<a href="#">DA100.5130.400.00365</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	193.50	193.50	193.50	0.00	0.00 %
<a href="#">DA100.5130.400.00366</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	7,564.73	7,564.73	7,564.73	0.00	0.00 %
<a href="#">DA100.5130.400.00371</a>	MACHINERY.CONTRACTUAL.LOADE...	0.00	254.18	254.18	254.18	0.00	0.00 %
<a href="#">DA100.5130.400.00373</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	109.76	109.76	109.76	0.00	0.00 %
<a href="#">DA100.5130.400.00374</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	144.70	144.70	144.70	0.00	0.00 %

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For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">DA100.5130.400.00375</a>	MACHINERY.CONTRACTUAL.LOADE...	0.00	175.18	175.18	175.18	0.00	0.00 %
<a href="#">DA100.5130.400.00378</a>	MACHINERY.CONTRACTUAL.EXCAV...	0.00	367.99	0.00	367.99	0.00	0.00 %
<a href="#">DA100.5130.400.00381</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	59.86	59.86	59.86	0.00	0.00 %
<a href="#">DA100.5130.400.00382</a>	MACHINERY.CONTRACTUAL.MOW...	0.00	59.86	59.86	59.86	0.00	0.00 %
<a href="#">DA100.5130.400.00404</a>	MACHINERY.CONTRACTUAL.WATER...	0.00	208.75	208.75	208.75	0.00	0.00 %
<a href="#">DA100.5130.400.00406</a>	MACHINERY.CONTRACTUAL.WATER...	0.00	539.99	539.99	539.99	0.00	0.00 %
<a href="#">DA100.5130.400.00503</a>	MACHINERY.CONTRACTUAL.PARK T...	0.00	72.62	12.62	72.62	0.00	0.00 %
<a href="#">DA100.5130.400.00511</a>	MACHINERY.CONTRACTUAL.PARKS ...	0.00	951.38	951.38	951.38	0.00	0.00 %
<a href="#">DA100.5130.400.00999</a>	MACHINERY.CONTRACTUAL.CESH...	0.00	1,683.36	118.20	1,683.36	0.00	0.00 %
<a href="#">DA100.5130.410.00000</a>	MACHINERY.FUEL METERING	210,000.00	210,000.00	10,216.39	43,858.45	166,141.55	79.12 %
<a href="#">DA100.5142.130.00000</a>	SNOW REMOVAL.WAGES F/T	460,000.00	460,000.00	0.00	262,639.72	197,360.28	42.90 %
<a href="#">DA100.5142.400.00000</a>	SNOW REMOVAL.CONTRACTUAL	511,500.00	511,500.00	481.80	220,041.59	291,458.41	56.98 %
<a href="#">DA100.9010.800.00000</a>	NYS RETIREMENT	151,000.00	151,000.00	0.00	0.00	151,000.00	100.00 %
<a href="#">DA100.9030.800.00000</a>	SOCIAL SECURITY/MEDICARE	77,500.00	77,500.00	6,779.36	27,721.72	49,778.28	64.23 %
<a href="#">DA100.9040.800.00000</a>	WORKERS COMPENSATION	29,238.00	29,238.00	0.00	29,237.23	0.77	0.00 %
<a href="#">DA100.9050.800.00000</a>	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">DA100.9055.800.00000</a>	DISABILITY INSURANCE	600.00	600.00	0.00	0.00	600.00	100.00 %
<a href="#">DA100.9060.810.00000</a>	MEDICAL INSURANCE	164,730.00	164,730.00	10,976.94	53,757.19	110,972.81	67.37 %
<a href="#">DA100.9060.811.00000</a>	DENTAL INSURANCE	14,750.00	14,750.00	975.59	5,321.19	9,428.81	63.92 %
<a href="#">DA100.9060.820.00000</a>	HOSPITAL/MEDICAL BUY-OUT	4,000.00	4,000.00	461.52	1,846.08	2,153.92	53.85 %
<a href="#">DA100.9060.830.00000</a>	HSA ACCOUNT	54,000.00	54,000.00	0.00	22,250.00	31,750.00	58.80 %
	<b>Expense Total:</b>	<b>4,756,125.00</b>	<b>4,860,492.00</b>	<b>158,255.86</b>	<b>904,529.11</b>	<b>3,955,962.89</b>	<b>81.39 %</b>
	<b>Fund: DA100 - HIGHWAY Surplus (Deficit):</b>	<b>0.00</b>	<b>-104,367.00</b>	<b>-136,769.40</b>	<b>181,309.42</b>	<b>285,676.42</b>	<b>273.72 %</b>
<b>Fund: DA230 - HWY EQUIPMENT RESERVE</b>							
<b>Revenue</b>							
<a href="#">DA230.2401.00000</a>	INTEREST & EARNING.EQUIPMENT ...	0.00	0.00	1,443.16	5,807.30	5,807.30	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,443.16</b>	<b>5,807.30</b>	<b>5,807.30</b>	<b>0.00 %</b>
	<b>Fund: DA230 - HWY EQUIPMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,443.16</b>	<b>5,807.30</b>	<b>5,807.30</b>	<b>0.00 %</b>
<b>Fund: DA232 - HWY IMPROVEMENT RESERVE</b>							
<b>Revenue</b>							
<a href="#">DA232.2401.00000</a>	INTEREST & EARNING.HWY IMPRO...	0.00	0.00	1,543.54	6,211.27	6,211.27	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,543.54</b>	<b>6,211.27</b>	<b>6,211.27</b>	<b>0.00 %</b>
	<b>Fund: DA232 - HWY IMPROVEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,543.54</b>	<b>6,211.27</b>	<b>6,211.27</b>	<b>0.00 %</b>
<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE</b>							
<b>Revenue</b>							
<a href="#">DA235.2401.00000</a>	INTEREST & EARNING.SNOW&ICE R...	0.00	0.00	950.40	3,824.46	3,824.46	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>950.40</b>	<b>3,824.46</b>	<b>3,824.46</b>	<b>0.00 %</b>
	<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>950.40</b>	<b>3,824.46</b>	<b>3,824.46</b>	<b>0.00 %</b>
<b>Fund: HH100 - CAPITAL PROJECTS</b>							
<b>Revenue</b>							
<a href="#">HH100.2401.00018</a>	INTEREST & EARNINGS.SUCKERBR...	0.00	0.00	112.95	327.14	327.14	0.00 %
<a href="#">HH100.2401.00031</a>	INTEREST & EARNINGS.HISTORICAL ...	0.00	0.00	0.00	0.60	0.60	0.00 %
<a href="#">HH100.2401.00033</a>	INTEREST & EARNINGS.ARP FUNDS	0.00	0.00	538.76	1,575.82	1,575.82	0.00 %
<a href="#">HH100.2401.00034</a>	INTEREST & EARNINGS.GATEWAY S...	0.00	0.00	15.50	44.89	44.89	0.00 %
<a href="#">HH100.2401.00035</a>	INTEREST & EARNINGS.UPTOWN IN...	0.00	0.00	51.13	148.09	148.09	0.00 %
<a href="#">HH100.2401.00037</a>	INTEREST & EARNINGS.FIRE STATIO...	0.00	0.00	13.31	38.55	38.55	0.00 %
<a href="#">HH100.2401.00038</a>	INTEREST & EARNINGS.COMPLETE ...	0.00	0.00	134.71	395.04	395.04	0.00 %
<a href="#">HH100.2401.00039</a>	INTEREST & EARNINGS.HWY ROAD...	0.00	0.00	30.04	89.85	89.85	0.00 %
<a href="#">HH100.2401.00042</a>	INTEREST & EARNINGS.TH RENO	0.00	0.00	169.75	203.14	203.14	0.00 %
<a href="#">HH100.2401.00043</a>	INTEREST & EARNINGS.NORTH RD ...	0.00	0.00	120.20	353.60	353.60	0.00 %
<a href="#">HH100.5031.00032</a>	INTERFUND TRANSFER.LGMRIF	0.00	0.00	0.00	-294.76	-294.76	0.00 %
<a href="#">HH100.5031.00042</a>	INTERFUND TRANSFER.TH RENO	0.00	0.00	300,000.00	300,000.00	300,000.00	0.00 %
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>301,186.35</b>	<b>302,881.96</b>	<b>302,881.96</b>	<b>0.00 %</b>
<b>Expense</b>							
<a href="#">HH100.1440.200.00038</a>	ENGINEERING.CAPITAL.COMPLETE ...	0.00	0.00	540.00	8,180.00	-8,180.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">HH100.1440.200.00039</a>	ENGINEERING.CAPITAL.HWY ROA...	0.00	0.00	0.00	4,980.00	-4,980.00	0.00 %
<a href="#">HH100.1440.200.00041</a>	ENGINEERING.CAPITAL.JULY 2023 F...	0.00	0.00	412.50	6,562.53	-6,562.53	0.00 %
<a href="#">HH100.1440.200.00042</a>	ENGINEERING.CAPITAL.TH RENO	0.00	0.00	1,548.86	1,548.86	-1,548.86	0.00 %
<a href="#">HH100.1440.200.00043</a>	ENGINEERING.CAPITAL.NORTH RD ...	0.00	0.00	2,337.50	7,922.50	-7,922.50	0.00 %
<a href="#">HH100.1440.202.00036</a>	ENGINEERING.OUTHOUSE WEST.P...	0.00	0.00	0.00	537.50	-537.50	0.00 %
<a href="#">HH100.1440.205.00033</a>	ENGINEERING.CAPITAL.ARP.ONAN...	0.00	0.00	11,900.00	18,695.00	-18,695.00	0.00 %
<a href="#">HH100.1620.200.00042</a>	BUILDINGS.CAPITAL EQUIP & OUTL...	0.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">HH100.7110.200.00041</a>	PARKS.EQUIP & CAP OUTLAY.JULY ...	0.00	0.00	0.00	1,164.96	-1,164.96	0.00 %
<a href="#">HH100.7110.202.00036</a>	PARK CAPITAL.OUTHOUSE WEST.P...	0.00	0.00	611.50	2,011.50	-2,011.50	0.00 %
	<b>Expense Total:</b>	<b>0.00</b>	<b>300,000.00</b>	<b>17,350.36</b>	<b>51,602.85</b>	<b>248,397.15</b>	<b>82.80 %</b>
	<b>Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):</b>	<b>0.00</b>	<b>-300,000.00</b>	<b>283,835.99</b>	<b>251,279.11</b>	<b>551,279.11</b>	<b>183.76 %</b>
<b>Fund: SD600 - RT 332 DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD600.1030.00000</a>	SPECIAL ASSESSMENT.RT 332 DRAI...	9,912.00	9,912.00	0.00	9,912.00	0.00	0.00 %
<a href="#">SD600.2401.00000</a>	INTEREST & EARNINGS.RT 332 DRA...	200.00	200.00	63.49	183.88	-16.12	8.06 %
<a href="#">SD600.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	4,900.00	4,900.00	0.00	0.00	-4,900.00	100.00 %
	<b>Revenue Total:</b>	<b>15,012.00</b>	<b>15,012.00</b>	<b>63.49</b>	<b>10,095.88</b>	<b>-4,916.12</b>	<b>32.75 %</b>
<b>Expense</b>							
<a href="#">SD600.8520.400.00000</a>	MAINTENANCE..RT 332 DRAINAGE ...	15,012.00	15,012.00	0.00	0.00	15,012.00	100.00 %
	<b>Expense Total:</b>	<b>15,012.00</b>	<b>15,012.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,012.00</b>	<b>100.00 %</b>
	<b>Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>63.49</b>	<b>10,095.88</b>	<b>10,095.88</b>	<b>0.00 %</b>
<b>Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD605.1030.00000</a>	SPECIAL ASSESSMENT.LAKEWOOD ...	1,932.00	1,932.00	0.00	1,932.00	0.00	0.00 %
<a href="#">SD605.2401.00000</a>	INTEREST & EARNINGS.LAKEWOOD...	70.00	70.00	13.02	37.71	-32.29	46.13 %
	<b>Revenue Total:</b>	<b>2,002.00</b>	<b>2,002.00</b>	<b>13.02</b>	<b>1,969.71</b>	<b>-32.29</b>	<b>1.61 %</b>
<b>Expense</b>							
<a href="#">SD605.8520.400.00000</a>	MAINTENANCE..LAKEWOOD MEAD...	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00 %
	<b>Expense Total:</b>	<b>2,002.00</b>	<b>2,002.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,002.00</b>	<b>100.00 %</b>
	<b>Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ...</b>	<b>0.00</b>	<b>0.00</b>	<b>13.02</b>	<b>1,969.71</b>	<b>1,969.71</b>	<b>0.00 %</b>
<b>Fund: SD610 - ASHTON DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD610.2401.00000</a>	INTEREST & EARNINGS.ASHTON DR...	45.00	45.00	7.51	21.76	-23.24	51.64 %
	<b>Revenue Total:</b>	<b>45.00</b>	<b>45.00</b>	<b>7.51</b>	<b>21.76</b>	<b>-23.24</b>	<b>51.64 %</b>
<b>Expense</b>							
<a href="#">SD610.8520.400.00000</a>	MAINTENANCE..ASHTON DRAINAGE..	45.00	45.00	0.00	0.00	45.00	100.00 %
	<b>Expense Total:</b>	<b>45.00</b>	<b>45.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45.00</b>	<b>100.00 %</b>
	<b>Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>7.51</b>	<b>21.76</b>	<b>21.76</b>	<b>0.00 %</b>
<b>Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD615.1030.00000</a>	SPECIAL ASSESSMENT.FOX RIDGE D...	10,472.00	10,472.00	0.00	10,472.00	0.00	0.00 %
<a href="#">SD615.2401.00000</a>	INTEREST & EARNINGS.FOX RIDGE ...	120.00	120.00	23.02	66.67	-53.33	44.44 %
<a href="#">SD615.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	21,528.00	21,528.00	0.00	0.00	-21,528.00	100.00 %
	<b>Revenue Total:</b>	<b>32,120.00</b>	<b>32,120.00</b>	<b>23.02</b>	<b>10,538.67</b>	<b>-21,581.33</b>	<b>67.19 %</b>
<b>Expense</b>							
<a href="#">SD615.8520.400.00000</a>	MAINTENANCE..FOX RIDGE DRAIN...	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00 %
	<b>Expense Total:</b>	<b>32,120.00</b>	<b>32,120.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,120.00</b>	<b>100.00 %</b>
	<b>Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>23.02</b>	<b>10,538.67</b>	<b>10,538.67</b>	<b>0.00 %</b>
<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD620.2401.00000</a>	INTEREST & EARNINGS.LANDINGS ...	20.00	20.00	3.93	11.39	-8.61	43.05 %
	<b>Revenue Total:</b>	<b>20.00</b>	<b>20.00</b>	<b>3.93</b>	<b>11.39</b>	<b>-8.61</b>	<b>43.05 %</b>



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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
<a href="#">SD620.8520.400.00000</a>	MAINTENANCE..LANDINGS DRAINAGE...	20.00	20.00	0.00	0.00	20.00	100.00 %
	<b>Expense Total:</b>	<b>20.00</b>	<b>20.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20.00</b>	<b>100.00 %</b>
	<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.93</b>	<b>11.39</b>	<b>11.39</b>	<b>0.00 %</b>
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD625.2401.00000</a>	INTEREST & EARNINGS.OLD BROOKS...	60.00	60.00	7.07	20.47	-39.53	65.88 %
	<b>Revenue Total:</b>	<b>60.00</b>	<b>60.00</b>	<b>7.07</b>	<b>20.47</b>	<b>-39.53</b>	<b>65.88 %</b>
<b>Expense</b>							
<a href="#">SD625.8520.400.00000</a>	MAINTENANCE..OLD BROOKSIDE D...	60.00	60.00	0.00	0.00	60.00	100.00 %
	<b>Expense Total:</b>	<b>60.00</b>	<b>60.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60.00</b>	<b>100.00 %</b>
	<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>7.07</b>	<b>20.47</b>	<b>20.47</b>	<b>0.00 %</b>
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD630.2401.00000</a>	INTEREST & EARNINGS.LAKESIDE ES...	45.00	45.00	4.89	14.15	-30.85	68.56 %
	<b>Revenue Total:</b>	<b>45.00</b>	<b>45.00</b>	<b>4.89</b>	<b>14.15</b>	<b>-30.85</b>	<b>68.56 %</b>
<b>Expense</b>							
<a href="#">SD630.8520.400.00000</a>	MAINTENANCE..LAKESIDE ESTATES ...	45.00	45.00	0.00	0.00	45.00	100.00 %
	<b>Expense Total:</b>	<b>45.00</b>	<b>45.00</b>	<b>0.00</b>	<b>0.00</b>	<b>45.00</b>	<b>100.00 %</b>
	<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>4.89</b>	<b>14.15</b>	<b>14.15</b>	<b>0.00 %</b>
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD635.1030.00000</a>	SPECIAL ASSESSMENT.WATERFORD...	805.00	805.00	0.00	805.00	0.00	0.00 %
<a href="#">SD635.2401.00000</a>	INTEREST & EARNINGS.WATERFORD...	70.00	70.00	8.12	23.52	-46.48	66.40 %
	<b>Revenue Total:</b>	<b>875.00</b>	<b>875.00</b>	<b>8.12</b>	<b>828.52</b>	<b>-46.48</b>	<b>5.31 %</b>
<b>Expense</b>							
<a href="#">SD635.8520.400.00000</a>	MAINTENANCE..WATERFORD POINT...	875.00	875.00	0.00	0.00	875.00	100.00 %
	<b>Expense Total:</b>	<b>875.00</b>	<b>875.00</b>	<b>0.00</b>	<b>0.00</b>	<b>875.00</b>	<b>100.00 %</b>
	<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>8.12</b>	<b>828.52</b>	<b>828.52</b>	<b>0.00 %</b>
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SD640.1030.00000</a>	SPECIAL ASSESSMENT.STABLEGATE...	6,213.00	6,213.00	0.00	6,213.00	0.00	0.00 %
<a href="#">SD640.2401.00000</a>	INTEREST & EARNINGS.STABLEGATE...	90.00	90.00	12.47	36.13	-53.87	59.86 %
<a href="#">SD640.9000.00000</a>	APPROPRIATED FUND BALANCE	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
	<b>Revenue Total:</b>	<b>15,303.00</b>	<b>15,303.00</b>	<b>12.47</b>	<b>6,249.13</b>	<b>-9,053.87</b>	<b>59.16 %</b>
<b>Expense</b>							
<a href="#">SD640.8520.400.00000</a>	MAINTENANCE..STABLEGATE DRAI...	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00 %
	<b>Expense Total:</b>	<b>15,303.00</b>	<b>15,303.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,303.00</b>	<b>100.00 %</b>
	<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>12.47</b>	<b>6,249.13</b>	<b>6,249.13</b>	<b>0.00 %</b>
<b>Fund: SF450 - FIRE PROTECTION</b>							
<b>Revenue</b>							
<a href="#">SF450.1001.00000</a>	REAL PROPERTY TAXES.FIRE PROTE...	1,750,000.00	1,750,000.00	0.00	1,750,000.00	0.00	0.00 %
<a href="#">SF450.2401.00000</a>	INTEREST & EARNINGS.FIRE PROTE...	2,500.00	2,500.00	24.34	1,767.11	-732.89	29.32 %
<a href="#">SF450.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
	<b>Revenue Total:</b>	<b>1,755,000.00</b>	<b>1,755,000.00</b>	<b>24.34</b>	<b>1,751,767.11</b>	<b>-3,232.89</b>	<b>0.18 %</b>
<b>Expense</b>							
<a href="#">SF450.3410.400.00000</a>	FIRE PROTECTION DISTRICT AGREE...	1,755,000.00	1,755,000.00	1,755,000.00	1,755,000.00	0.00	0.00 %
	<b>Expense Total:</b>	<b>1,755,000.00</b>	<b>1,755,000.00</b>	<b>1,755,000.00</b>	<b>1,755,000.00</b>	<b>0.00</b>	<b>0.00 %</b>
	<b>Fund: SF450 - FIRE PROTECTION Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,754,975.66</b>	<b>-3,232.89</b>	<b>-3,232.89</b>	<b>0.00 %</b>
<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SL700.1001.00000</a>	REAL PROPERTY TAXES.CENTERPOI...	1,910.00	1,910.00	0.00	1,910.00	0.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SL700.2401.00000</a>	INTEREST & EARNINGS.CENTERPOI...	12.00	12.00	1.53	5.03	-6.97	58.08 %
	<b>Revenue Total:</b>	<b>1,922.00</b>	<b>1,922.00</b>	<b>1.53</b>	<b>1,915.03</b>	<b>-6.97</b>	<b>0.36 %</b>
	<b>Expense</b>						
<a href="#">SL700.5182.400.00000</a>	UTILITIES ELECTRIC..CENTERPOINT L...	1,922.00	1,922.00	184.26	675.81	1,246.19	64.84 %
	<b>Expense Total:</b>	<b>1,922.00</b>	<b>1,922.00</b>	<b>184.26</b>	<b>675.81</b>	<b>1,246.19</b>	<b>64.84 %</b>
	<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-182.73</b>	<b>1,239.22</b>	<b>1,239.22</b>	<b>0.00 %</b>
	<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL705.1001.00000</a>	REAL PROPERTY TAXES.FOX RIDGE L...	15,432.00	15,432.00	0.00	15,432.00	0.00	0.00 %
<a href="#">SL705.2401.00000</a>	INTEREST & EARNINGS.FOX RIDGE L...	40.00	40.00	7.31	23.74	-16.26	40.65 %
	<b>Revenue Total:</b>	<b>15,472.00</b>	<b>15,472.00</b>	<b>7.31</b>	<b>15,455.74</b>	<b>-16.26</b>	<b>0.11 %</b>
	<b>Expense</b>						
<a href="#">SL705.5182.400.00000</a>	UTILITIES ELECTRIC..FOX RIDGE LIG...	11,000.00	11,000.00	936.22	2,880.29	8,119.71	73.82 %
<a href="#">SL705.5182.401.00000</a>	STREET LIGHTING.MAINTENANCE.F...	4,472.00	4,472.00	0.00	0.00	4,472.00	100.00 %
	<b>Expense Total:</b>	<b>15,472.00</b>	<b>15,472.00</b>	<b>936.22</b>	<b>2,880.29</b>	<b>12,591.71</b>	<b>81.38 %</b>
	<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-928.91</b>	<b>12,575.45</b>	<b>12,575.45</b>	<b>0.00 %</b>
	<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL710.2401.00000</a>	INTEREST & EARNINGS.LANDINGS L...	5.00	5.00	0.65	1.87	-3.13	62.60 %
	<b>Revenue Total:</b>	<b>5.00</b>	<b>5.00</b>	<b>0.65</b>	<b>1.87</b>	<b>-3.13</b>	<b>62.60 %</b>
	<b>Expense</b>						
<a href="#">SL710.5182.400.00000</a>	UTILITIES ELECTRIC..LANDINGS LIG...	5.00	5.00	0.00	0.00	5.00	100.00 %
	<b>Expense Total:</b>	<b>5.00</b>	<b>5.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>100.00 %</b>
	<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.65</b>	<b>1.87</b>	<b>1.87</b>	<b>0.00 %</b>
	<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL715.1001.00000</a>	REAL PROPERTY TAXES.LAKEWOOD...	1,475.00	1,475.00	0.00	1,475.00	0.00	0.00 %
<a href="#">SL715.2401.00000</a>	INTEREST & EARNINGS.LAKEWOOD...	15.00	15.00	2.33	6.84	-8.16	54.40 %
	<b>Revenue Total:</b>	<b>1,490.00</b>	<b>1,490.00</b>	<b>2.33</b>	<b>1,481.84</b>	<b>-8.16</b>	<b>0.55 %</b>
	<b>Expense</b>						
<a href="#">SL715.5182.240.00000</a>	UTILITIES-EQUIPMENT.LAKEWOOD...	1,095.00	1,095.00	0.00	0.00	1,095.00	100.00 %
<a href="#">SL715.5182.400.00000</a>	UTILITIES-ELECTRIC.LAKEWOOD ME...	395.00	395.00	31.48	114.82	280.18	70.93 %
	<b>Expense Total:</b>	<b>1,490.00</b>	<b>1,490.00</b>	<b>31.48</b>	<b>114.82</b>	<b>1,375.18</b>	<b>92.29 %</b>
	<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...)</b>	<b>0.00</b>	<b>0.00</b>	<b>-29.15</b>	<b>1,367.02</b>	<b>1,367.02</b>	<b>0.00 %</b>
	<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SL720.1001.00000</a>	REAL PROPERTY TAXES.FALLBROOK...	2,118.00	2,118.00	0.00	2,118.00	0.00	0.00 %
<a href="#">SL720.2401.00000</a>	INTEREST & EARNINGS.FALLBROOK ...	10.00	10.00	1.75	5.45	-4.55	45.50 %
	<b>Revenue Total:</b>	<b>2,128.00</b>	<b>2,128.00</b>	<b>1.75</b>	<b>2,123.45</b>	<b>-4.55</b>	<b>0.21 %</b>
	<b>Expense</b>						
<a href="#">SL720.5182.400.00000</a>	UTILITIES ELECTRIC.FALLBROOK PA...	1,700.00	1,700.00	139.46	425.84	1,274.16	74.95 %
<a href="#">SL720.5182.401.00000</a>	STREET LIGHTING.MAINTENANCE.F...	428.00	428.00	0.00	0.00	428.00	100.00 %
	<b>Expense Total:</b>	<b>2,128.00</b>	<b>2,128.00</b>	<b>139.46</b>	<b>425.84</b>	<b>1,702.16</b>	<b>79.99 %</b>
	<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-137.71</b>	<b>1,697.61</b>	<b>1,697.61</b>	<b>0.00 %</b>
	<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT</b>						
	<b>Revenue</b>						
<a href="#">SM900.1001.00000</a>	REAL PROPERTY TAXES.UPTOWN BID	105,000.00	105,000.00	0.00	105,000.00	0.00	0.00 %
<a href="#">SM900.2401.00000</a>	INTEREST & EARNINGS.UPTOWN BID	400.00	400.00	59.55	173.03	-226.97	56.74 %
	<b>Revenue Total:</b>	<b>105,400.00</b>	<b>105,400.00</b>	<b>59.55</b>	<b>105,173.03</b>	<b>-226.97</b>	<b>0.22 %</b>
	<b>Expense</b>						
<a href="#">SM900.5182.401.00000</a>	STREET LIGHTING-UTILITIES.UPTO...	15,400.00	15,400.00	0.00	0.00	15,400.00	100.00 %
<a href="#">SM900.8510.400.00000</a>	COMMUNITY BEAUTIF - CONT.UPT...	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SM900.9730.700.00000</a>	BAN DEBT INTEREST	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
	<b>Expense Total:</b>	<b>105,400.00</b>	<b>105,400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>105,400.00</b>	<b>100.00 %</b>
<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...</b>		<b>0.00</b>	<b>0.00</b>	<b>59.55</b>	<b>105,173.03</b>	<b>105,173.03</b>	<b>0.00 %</b>
<b>Fund: SS800 - SANITARY SEWER</b>							
<b>Revenue</b>							
<a href="#">SS800.1030.00000</a>	SPECIAL ASSESSMENTS..PURDY/M...	18,210.00	18,210.00	0.00	18,210.00	0.00	0.00 %
<a href="#">SS800.2401.00000</a>	INTEREST & EARNINGS.SEWER	90.00	90.00	9.36	27.11	-62.89	69.88 %
	<b>Revenue Total:</b>	<b>18,300.00</b>	<b>18,300.00</b>	<b>9.36</b>	<b>18,237.11</b>	<b>-62.89</b>	<b>0.34 %</b>
<b>Expense</b>							
<a href="#">SS800.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.PURDY/...	18,300.00	18,300.00	0.00	0.00	18,300.00	100.00 %
	<b>Expense Total:</b>	<b>18,300.00</b>	<b>18,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,300.00</b>	<b>100.00 %</b>
<b>Fund: SS800 - SANITARY SEWER Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>9.36</b>	<b>18,237.11</b>	<b>18,237.11</b>	<b>0.00 %</b>
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW500.1001.00000</a>	REAL PROPERTY TAXES.CANDGA C...	791,001.00	791,001.00	0.00	791,001.00	0.00	0.00 %
<a href="#">SW500.2140.00000</a>	WATER QUARTERLY SALES.CANDGA...	725,000.00	725,000.00	0.00	0.00	-725,000.00	100.00 %
<a href="#">SW500.2142.00000</a>	WATER FILL STATION SALES.CANDG...	2,000.00	2,000.00	25.50	104.50	-1,895.50	94.78 %
<a href="#">SW500.2144.00000</a>	WATER NEW SERVICES.CANDGA C...	12,000.00	12,000.00	3,540.00	7,080.00	-4,920.00	41.00 %
<a href="#">SW500.2148.00000</a>	PENALTY ON WATER.CANDGA CONS...	5,000.00	5,000.00	225.12	225.12	-4,774.88	95.50 %
<a href="#">SW500.2389.00000</a>	INTEREST OTHER GOVT	1,452.00	1,452.00	0.00	0.00	-1,452.00	100.00 %
<a href="#">SW500.2401.00000</a>	INTEREST & EARNINGS.CANANDAI...	55,000.00	55,000.00	7,947.24	17,011.97	-37,988.03	69.07 %
<a href="#">SW500.2655.00000</a>	SALES - OTHER-REPAIRS/REPLACEM...	500.00	500.00	0.00	667.62	167.62	133.52 %
<a href="#">SW500.5031.00000</a>	INTERFUND TRANSFERS.CANDGA C...	19,093.00	19,093.00	0.00	0.00	-19,093.00	100.00 %
<a href="#">SW500.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	361,714.00	361,714.00	0.00	0.00	-361,714.00	100.00 %
	<b>Revenue Total:</b>	<b>1,972,760.00</b>	<b>1,972,760.00</b>	<b>11,737.86</b>	<b>816,090.21</b>	<b>-1,156,669.79</b>	<b>58.63 %</b>
<b>Expense</b>							
<a href="#">SW500.1910.400.00000</a>	UNALLOCATED INS.CONTRACTUAL....	16,500.00	16,500.00	17,531.64	17,531.64	-1,031.64	-6.25 %
<a href="#">SW500.1990.400.00000</a>	CONTINGENCY.CONTRACTUAL.CAN...	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">SW500.8310.120.00000</a>	WATER ADMIN.SUPER.SALARY.CAN...	75,000.00	75,000.00	5,769.24	23,076.96	51,923.04	69.23 %
<a href="#">SW500.8310.121.00000</a>	WATER ADMIN.CLERK.CDGA CONS...	20,353.00	20,353.00	1,213.34	5,675.31	14,677.69	72.12 %
<a href="#">SW500.8310.122.00000</a>	WATER ADMIN.SENIOR CLERK.CDGA...	23,567.00	23,567.00	1,812.80	6,773.47	16,793.53	71.26 %
<a href="#">SW500.8310.131.00000</a>	WATER ADMIN.MAINASST.CANDGA...	195,000.00	195,000.00	16,377.75	64,796.26	130,203.74	66.77 %
<a href="#">SW500.8310.200.00000</a>	WATER ADMIN.CAP EQUIP.CANDGA...	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
<a href="#">SW500.8310.400.00000</a>	WATER ADMIN.CONTRACTUAL.CA...	5,760.00	5,760.00	402.36	1,076.08	4,683.92	81.32 %
<a href="#">SW500.8310.410.00000</a>	WATER ADMIN.LEGAL SERVICES.CA...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">SW500.8310.420.00000</a>	WATER ADMIN.METER READING.C...	39,000.00	39,000.00	3,085.11	10,384.92	28,615.08	73.37 %
<a href="#">SW500.8310.423.00000</a>	WATER ADMIN.VEHICLE GPS.CAND...	1,000.00	1,000.00	56.85	163.25	836.75	83.68 %
<a href="#">SW500.8310.424.00000</a>	WATER ADMIN.TRAINING & DUES...	9,179.00	9,179.00	0.00	712.00	8,467.00	92.24 %
<a href="#">SW500.8310.450.00000</a>	WATER ADMIN.ENGINEERING.CAN...	30,000.00	42,843.00	3,000.00	8,535.00	34,308.00	80.08 %
<a href="#">SW500.8320.400.00000</a>	WATER PURCHASES.CONT.CANDGA...	525,000.00	525,000.00	98,692.27	98,692.27	426,307.73	81.20 %
<a href="#">SW500.8320.420.00000</a>	WATER PURCHASES.UTILITIES.CAN...	58,000.00	58,000.00	4,097.67	15,937.11	42,062.89	72.52 %
<a href="#">SW500.8340.440.00000</a>	SERVICES & MAINT.SERVICES & MA...	163,000.00	163,000.00	11,967.38	60,363.39	102,636.61	62.97 %
<a href="#">SW500.8397.200.00000</a>	WATER CAP PROJECTS.CAP EQUIP....	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
<a href="#">SW500.8397.400.00000</a>	WATER CAPITAL PROJECTS.CONT.C...	100,000.00	100,000.00	0.00	2,352.57	97,647.43	97.65 %
<a href="#">SW500.9010.800.00000</a>	NYS RETIREMENT..CANDGA CONS ...	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %
<a href="#">SW500.9030.800.00000</a>	SOCIAL SECURITY...CANDGA CONS ...	16,500.00	16,500.00	1,790.58	7,661.89	8,838.11	53.56 %
<a href="#">SW500.9040.800.00000</a>	WORKERS COMPENSATION...CAND...	5,200.00	5,200.00	0.00	5,159.51	40.49	0.78 %
<a href="#">SW500.9050.800.00000</a>	UNEMPLOYMENT INSURANCE.CAN...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">SW500.9055.800.00000</a>	DISABILITY INSURANCE...CANDGA ...	100.00	100.00	0.00	0.00	100.00	100.00 %
<a href="#">SW500.9060.810.00000</a>	HOSPITAL/MEDICAL INSURANCE.C...	32,300.00	32,300.00	2,466.19	12,890.15	19,409.85	60.09 %
<a href="#">SW500.9060.811.00000</a>	DENTAL INSURANCE.CANDGA CONS...	2,500.00	2,500.00	246.87	1,408.55	1,091.45	43.66 %
<a href="#">SW500.9060.820.00000</a>	HOSPITAL/MEDICAL INSURANCE.B...	4,000.00	4,000.00	230.76	1,153.80	2,846.20	71.16 %
<a href="#">SW500.9060.830.00000</a>	HOSPITAL/MEDICAL INS.HSA ACCO...	11,500.00	11,500.00	0.00	5,000.00	6,500.00	56.52 %
<a href="#">SW500.9090.876.00000</a>	EMP BENEFIT VAC BUYBACK	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">SW500.9710.600.00000</a>	SERIAL BONDS PRINCIPAL	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
<a href="#">SW500.9710.700.00000</a>	SERIAL BONDS INTEREST	57,300.00	57,300.00	0.00	0.00	57,300.00	100.00 %



Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">SW500.9950.900.00000</a>	TRNSF.CITY.WATERPLANTRESERVE	1.00	1.00	0.00	0.00	1.00	100.00 %
	<b>Expense Total:</b>	<b>1,972,760.00</b>	<b>1,985,603.00</b>	<b>168,740.81</b>	<b>349,344.13</b>	<b>1,636,258.87</b>	<b>82.41 %</b>
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...</b>		<b>0.00</b>	<b>-12,843.00</b>	<b>-157,002.95</b>	<b>466,746.08</b>	<b>479,589.08</b>	<b>3,734.24 %</b>
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW505.1001.00000</a>	REAL PROPERTY TAXES.CANDGA BR...	16,962.00	16,962.00	11,107.00	16,962.00	0.00	0.00 %
<a href="#">SW505.1030.00000</a>	SPECIAL ASSESSMENT.CANDGA BRI...	61,336.00	61,336.00	43,758.00	61,336.00	0.00	0.00 %
<a href="#">SW505.2401.00000</a>	INTEREST & EARNINGS.CANANDAI...	325.00	325.00	54.58	105.03	-219.97	67.68 %
<a href="#">SW505.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	826.00	826.00	0.00	0.00	-826.00	100.00 %
	<b>Revenue Total:</b>	<b>79,449.00</b>	<b>79,449.00</b>	<b>54,919.58</b>	<b>78,403.03</b>	<b>-1,045.97</b>	<b>1.32 %</b>
<b>Expense</b>							
<a href="#">SW505.8340.400.00000</a>	SERVICES & MAINTENANCE.CONT....	10,325.00	10,325.00	0.00	0.00	10,325.00	100.00 %
<a href="#">SW505.9710.600.00000</a>	SERIAL BONDS BRISTOL.PRINCIPAL....	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">SW505.9710.700.00000</a>	SERIAL BONDS BRISTOL.INTEREST.C...	36,750.00	36,750.00	0.00	0.00	36,750.00	100.00 %
<a href="#">SW505.9903.900.00000</a>	TRANSFER/WATER-MAINT.CANDGA...	2,545.00	2,545.00	0.00	0.00	2,545.00	100.00 %
<a href="#">SW505.9903.901.00000</a>	TRANSFER/WATER-MAINT...CANDG...	4,829.00	4,829.00	0.00	0.00	4,829.00	100.00 %
	<b>Expense Total:</b>	<b>79,449.00</b>	<b>79,449.00</b>	<b>0.00</b>	<b>0.00</b>	<b>79,449.00</b>	<b>100.00 %</b>
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...</b>		<b>0.00</b>	<b>0.00</b>	<b>54,919.58</b>	<b>78,403.03</b>	<b>78,403.03</b>	<b>0.00 %</b>
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW515.1001.00000</a>	REAL PROPERTY TAXES.CANDGA-FA...	286,919.00	286,919.00	0.00	286,919.00	0.00	0.00 %
<a href="#">SW515.2401.00000</a>	INTEREST & EARNINGS.CANANDAI...	350.00	350.00	28.82	287.02	-62.98	17.99 %
	<b>Revenue Total:</b>	<b>287,269.00</b>	<b>287,269.00</b>	<b>28.82</b>	<b>287,206.02</b>	<b>-62.98</b>	<b>0.02 %</b>
<b>Expense</b>							
<a href="#">SW515.8350.400.00000</a>	FARM.COMMON WATER.CONTRAC...	285,288.00	285,288.00	0.00	285,288.00	0.00	0.00 %
<a href="#">SW515.8389.400.00000</a>	CDGA.COMMON WATER.CONTRAC...	1,981.00	1,981.00	0.00	0.00	1,981.00	100.00 %
	<b>Expense Total:</b>	<b>287,269.00</b>	<b>287,269.00</b>	<b>0.00</b>	<b>285,288.00</b>	<b>1,981.00</b>	<b>0.69 %</b>
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...</b>		<b>0.00</b>	<b>0.00</b>	<b>28.82</b>	<b>1,918.02</b>	<b>1,918.02</b>	<b>0.00 %</b>
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW525.1001.00000</a>	REAL PROPERTY TAXES.MCINTYRE ...	8,451.00	8,451.00	0.00	8,451.00	0.00	0.00 %
<a href="#">SW525.2401.00000</a>	INTEREST & EARNINGS.MCINTYRE ...	45.00	45.00	6.26	18.13	-26.87	59.71 %
<a href="#">SW525.9000.00000</a>	APPROPRIATED FUND BALANCE FOR...	3,200.00	3,200.00	0.00	0.00	-3,200.00	100.00 %
	<b>Revenue Total:</b>	<b>11,696.00</b>	<b>11,696.00</b>	<b>6.26</b>	<b>8,469.13</b>	<b>-3,226.87</b>	<b>27.59 %</b>
<b>Expense</b>							
<a href="#">SW525.8340.400.00000</a>	SERVICES & MAINTENANCE.CONT....	3,988.00	3,988.00	0.00	0.00	3,988.00	100.00 %
<a href="#">SW525.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.MCINTYR...	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">SW525.9710.700.00000</a>	SERIAL BONDS.INTEREST.MCINTYRE...	3,225.00	3,225.00	0.00	0.00	3,225.00	100.00 %
<a href="#">SW525.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE...	1,483.00	1,483.00	0.00	0.00	1,483.00	100.00 %
	<b>Expense Total:</b>	<b>11,696.00</b>	<b>11,696.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,696.00</b>	<b>100.00 %</b>
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>6.26</b>	<b>8,469.13</b>	<b>8,469.13</b>	<b>0.00 %</b>
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW530.1001.00000</a>	REAL PROPERTY TAXES.EMERSON A...	19,567.00	19,567.00	0.00	19,567.00	0.00	0.00 %
<a href="#">SW530.2401.00000</a>	INTEREST & EARNINGS.EMERSON A...	25.00	25.00	1.88	16.63	-8.37	33.48 %
	<b>Revenue Total:</b>	<b>19,592.00</b>	<b>19,592.00</b>	<b>1.88</b>	<b>19,583.63</b>	<b>-8.37</b>	<b>0.04 %</b>
<b>Expense</b>							
<a href="#">SW530.8389.400.00000</a>	COMMON WATER.CONTRACTUAL....	6,260.00	6,260.00	0.00	6,282.00	-22.00	-0.35 %
<a href="#">SW530.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.EMERSON..	8,000.00	8,000.00	0.00	8,000.00	0.00	0.00 %
<a href="#">SW530.9710.700.00000</a>	SERIAL BONDS.INTEREST.EMERSON...	5,332.00	5,332.00	0.00	5,332.00	0.00	0.00 %
	<b>Expense Total:</b>	<b>19,592.00</b>	<b>19,592.00</b>	<b>0.00</b>	<b>19,614.00</b>	<b>-22.00</b>	<b>-0.11 %</b>
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...</b>		<b>0.00</b>	<b>0.00</b>	<b>1.88</b>	<b>-30.37</b>	<b>-30.37</b>	<b>0.00 %</b>

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW535.1001.00000</a>	REAL PROPERTY TAXES.COUNTY RO...	19,944.00	19,944.00	0.00	19,944.00	0.00	0.00 %
<a href="#">SW535.2401.00000</a>	INTEREST & EARNINGS.EX 36 - COU...	75.00	75.00	12.88	37.30	-37.70	50.27 %
	<b>Revenue Total:</b>	<b>20,019.00</b>	<b>20,019.00</b>	<b>12.88</b>	<b>19,981.30</b>	<b>-37.70</b>	<b>0.19 %</b>
<b>Expense</b>							
<a href="#">SW535.8340.400.00000</a>	SERVICES & MAIN.CONT.CO RD #30...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">SW535.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.EX 36 - C...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">SW535.9710.700.00000</a>	SERIAL BONDS.INTEREST.CO RD #30...	8,475.00	8,475.00	0.00	0.00	8,475.00	100.00 %
<a href="#">SW535.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	1,544.00	1,544.00	0.00	0.00	1,544.00	100.00 %
	<b>Expense Total:</b>	<b>20,019.00</b>	<b>20,019.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,019.00</b>	<b>100.00 %</b>
	<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..</b>	<b>0.00</b>	<b>0.00</b>	<b>12.88</b>	<b>19,981.30</b>	<b>19,981.30</b>	<b>0.00 %</b>
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW540.1001.00000</a>	REAL PROPERTY TAXES.HOPKINS GR...	18,272.00	18,272.00	0.00	18,272.00	0.00	0.00 %
<a href="#">SW540.2401.00000</a>	INTEREST & EARNINGS.HOPKINS GR...	70.00	70.00	11.90	34.46	-35.54	50.77 %
<a href="#">SW540.9000.00000</a>	APPROPRIATED FUND BALANCE FOR..	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
	<b>Revenue Total:</b>	<b>23,342.00</b>	<b>23,342.00</b>	<b>11.90</b>	<b>18,306.46</b>	<b>-5,035.54</b>	<b>21.57 %</b>
<b>Expense</b>							
<a href="#">SW540.8340.400.00000</a>	SERVICES & MAIN.CONT.HOPKINS ...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">SW540.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.HOPKINS...	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">SW540.9710.700.00000</a>	SERIAL BONDS.INTEREST.HOPKINS ...	4,638.00	4,638.00	0.00	0.00	4,638.00	100.00 %
<a href="#">SW540.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	3,704.00	3,704.00	0.00	0.00	3,704.00	100.00 %
	<b>Expense Total:</b>	<b>23,342.00</b>	<b>23,342.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,342.00</b>	<b>100.00 %</b>
	<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>11.90</b>	<b>18,306.46</b>	<b>18,306.46</b>	<b>0.00 %</b>
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW545.1001.00000</a>	REAL PROPERTY TAXES.HICKOX RO...	3,855.00	3,855.00	0.00	3,855.00	0.00	0.00 %
<a href="#">SW545.2401.00000</a>	INTEREST & EARNINGS.HICKOX RO...	30.00	30.00	3.13	9.06	-20.94	69.80 %
	<b>Revenue Total:</b>	<b>3,885.00</b>	<b>3,885.00</b>	<b>3.13</b>	<b>3,864.06</b>	<b>-20.94</b>	<b>0.54 %</b>
<b>Expense</b>							
<a href="#">SW545.8350.400.00000</a>	COMMON WATER.CONTRACTUAL.H...	636.00	636.00	0.00	0.00	636.00	100.00 %
<a href="#">SW545.9795.600.00000</a>	DEBT PRIN OTHER GOVT DUE TO O...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">SW545.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	749.00	749.00	0.00	0.00	749.00	100.00 %
	<b>Expense Total:</b>	<b>3,885.00</b>	<b>3,885.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,885.00</b>	<b>100.00 %</b>
	<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.13</b>	<b>3,864.06</b>	<b>3,864.06</b>	<b>0.00 %</b>
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW550.1001.00000</a>	REAL PROPERTY TAXES.NOTT RD EX...	6,680.00	6,680.00	0.00	6,680.00	0.00	0.00 %
<a href="#">SW550.2401.00000</a>	INTEREST & EARNINGS.NOTT RD EX...	35.00	35.00	4.42	12.81	-22.19	63.40 %
<a href="#">SW550.9000.00000</a>	APPROPRIATED FUND BALANCE FOR..	300.00	300.00	0.00	0.00	-300.00	100.00 %
	<b>Revenue Total:</b>	<b>7,015.00</b>	<b>7,015.00</b>	<b>4.42</b>	<b>6,692.81</b>	<b>-322.19</b>	<b>4.59 %</b>
<b>Expense</b>							
<a href="#">SW550.8340.400.00000</a>	SERVICES & MAINTENANCE.CONTR...	611.00	611.00	0.00	0.00	611.00	100.00 %
<a href="#">SW550.9710.600.00000</a>	SERIAL BONDS.PRINCIPAL.NOTT RD ...	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">SW550.9710.700.00000</a>	SERIAL BONDS.INTEREST.NOTT RD ...	1,488.00	1,488.00	0.00	0.00	1,488.00	100.00 %
<a href="#">SW550.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE....	916.00	916.00	0.00	0.00	916.00	100.00 %
	<b>Expense Total:</b>	<b>7,015.00</b>	<b>7,015.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,015.00</b>	<b>100.00 %</b>
	<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>4.42</b>	<b>6,692.81</b>	<b>6,692.81</b>	<b>0.00 %</b>
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT</b>							
<b>Revenue</b>							
<a href="#">SW555.1001.00000</a>	REAL PROPERTY TAXES.CO RD 32 EX...	12,944.00	12,944.00	0.00	12,944.00	0.00	0.00 %
<a href="#">SW555.2401.00000</a>	INTEREST & EARNINGS.CO RD 32 EX...	65.00	65.00	8.87	25.69	-39.31	60.48 %
	<b>Revenue Total:</b>	<b>13,009.00</b>	<b>13,009.00</b>	<b>8.87</b>	<b>12,969.69</b>	<b>-39.31</b>	<b>0.30 %</b>

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
<a href="#">SW555.8340.400.00000</a>	SERVICES & MAIN.CONT.CO RD 32 ...	1,649.00	1,649.00	0.00	0.00	1,649.00	100.00 %
<a href="#">SW555.9795.650.00000</a>	DEBT PRINCIPAL DUE TO OTHER G...	9,085.00	9,085.00	0.00	0.00	9,085.00	100.00 %
<a href="#">SW555.9795.700.00000</a>	DEBT INTEREST DUE TO OTHER GO...	1,452.00	1,452.00	0.00	0.00	1,452.00	100.00 %
<a href="#">SW555.9903.900.00000</a>	TRANSFER/WATER-MAINTENANCE.....	823.00	823.00	0.00	0.00	823.00	100.00 %
	<b>Expense Total:</b>	<b>13,009.00</b>	<b>13,009.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,009.00</b>	<b>100.00 %</b>
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>8.87</b>	<b>12,969.69</b>	<b>12,969.69</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>		<b>0.00</b>	<b>-251,444.00</b>	<b>-368,278.77</b>	<b>2,334,640.02</b>	<b>2,586,084.02</b>	<b>1,028.49 %</b>

**Group Summary**

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: AA100 - GENERAL FUND</b>						
Revenue	5,143,203.00	5,683,103.00	1,945,406.73	2,855,001.85	-2,828,101.15	49.76 %
Expense	5,143,203.00	5,517,337.00	623,121.06	1,823,593.40	3,693,743.60	66.95 %
<b>Fund: AA100 - GENERAL FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>165,766.00</b>	<b>1,322,285.67</b>	<b>1,031,408.45</b>	<b>865,642.45</b>	<b>-522.21 %</b>
<b>Fund: AA231 - CONTINGENT/TAX RESERVE</b>						
Revenue	0.00	0.00	4,459.74	17,946.24	17,946.24	0.00 %
<b>Fund: AA231 - CONTINGENT/TAX RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,459.74</b>	<b>17,946.24</b>	<b>17,946.24</b>	<b>0.00 %</b>
<b>Fund: AA232 - CAMPUS REPAIR RESERVE</b>						
Revenue	0.00	0.00	949.17	3,819.52	3,819.52	0.00 %
<b>Fund: AA232 - CAMPUS REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>949.17</b>	<b>3,819.52</b>	<b>3,819.52</b>	<b>0.00 %</b>
<b>Fund: AA233 - TECHNOLOGY RESERVE</b>						
Revenue	0.00	0.00	212.79	856.30	856.30	0.00 %
<b>Fund: AA233 - TECHNOLOGY RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>212.79</b>	<b>856.30</b>	<b>856.30</b>	<b>0.00 %</b>
<b>Fund: AA234 - OPEN SPACE RESERVE</b>						
Revenue	0.00	0.00	3,723.06	14,856.40	14,856.40	0.00 %
<b>Fund: AA234 - OPEN SPACE RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,723.06</b>	<b>14,856.40</b>	<b>14,856.40</b>	<b>0.00 %</b>
<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE</b>						
Revenue	0.00	0.00	860.43	3,462.48	3,462.48	0.00 %
<b>Fund: AA235 - NYS EMPLOYEE SYSTEM RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>860.43</b>	<b>3,462.48</b>	<b>3,462.48</b>	<b>0.00 %</b>
<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE</b>						
Revenue	0.00	0.00	997.39	4,013.48	4,013.48	0.00 %
<b>Fund: AA237 - BONDED INDEBTEDNESS RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>997.39</b>	<b>4,013.48</b>	<b>4,013.48</b>	<b>0.00 %</b>
<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE</b>						
Revenue	0.00	0.00	3,708.09	14,921.52	14,921.52	0.00 %
<b>Fund: AA238 - SOLID WASTE MANAGEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>3,708.09</b>	<b>14,921.52</b>	<b>14,921.52</b>	<b>0.00 %</b>
<b>Fund: CM100 - NEW RECREATION REVENUE FUND</b>						
Revenue	0.00	0.00	1,567.49	10,795.76	10,795.76	0.00 %
<b>Fund: CM100 - NEW RECREATION REVENUE FUND Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,567.49</b>	<b>10,795.76</b>	<b>10,795.76</b>	<b>0.00 %</b>
<b>Fund: DA100 - HIGHWAY</b>						
Revenue	4,756,125.00	4,756,125.00	21,486.46	1,085,838.53	-3,670,286.47	77.17 %
Expense	4,756,125.00	4,860,492.00	158,255.86	904,529.11	3,955,962.89	81.39 %
<b>Fund: DA100 - HIGHWAY Surplus (Deficit):</b>	<b>0.00</b>	<b>-104,367.00</b>	<b>-136,769.40</b>	<b>181,309.42</b>	<b>285,676.42</b>	<b>273.72 %</b>
<b>Fund: DA230 - HWY EQUIPMENT RESERVE</b>						
Revenue	0.00	0.00	1,443.16	5,807.30	5,807.30	0.00 %
<b>Fund: DA230 - HWY EQUIPMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,443.16</b>	<b>5,807.30</b>	<b>5,807.30</b>	<b>0.00 %</b>
<b>Fund: DA232 - HWY IMPROVEMENT RESERVE</b>						
Revenue	0.00	0.00	1,543.54	6,211.27	6,211.27	0.00 %
<b>Fund: DA232 - HWY IMPROVEMENT RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,543.54</b>	<b>6,211.27</b>	<b>6,211.27</b>	<b>0.00 %</b>
<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE</b>						
Revenue	0.00	0.00	950.40	3,824.46	3,824.46	0.00 %
<b>Fund: DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>950.40</b>	<b>3,824.46</b>	<b>3,824.46</b>	<b>0.00 %</b>
<b>Fund: HH100 - CAPITAL PROJECTS</b>						
Revenue	0.00	0.00	301,186.35	302,881.96	302,881.96	0.00 %
Expense	0.00	300,000.00	17,350.36	51,602.85	248,397.15	82.80 %
<b>Fund: HH100 - CAPITAL PROJECTS Surplus (Deficit):</b>	<b>0.00</b>	<b>-300,000.00</b>	<b>283,835.99</b>	<b>251,279.11</b>	<b>551,279.11</b>	<b>183.76 %</b>
<b>Fund: SD600 - RT 332 DRAINAGE DISTRICT</b>						
Revenue	15,012.00	15,012.00	63.49	10,095.88	-4,916.12	32.75 %
Expense	15,012.00	15,012.00	0.00	0.00	15,012.00	100.00 %
<b>Fund: SD600 - RT 332 DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>63.49</b>	<b>10,095.88</b>	<b>10,095.88</b>	<b>0.00 %</b>
<b>Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT</b>						
Revenue	2,002.00	2,002.00	13.02	1,969.71	-32.29	1.61 %

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense	2,002.00	2,002.00	0.00	0.00	2,002.00	100.00 %
<b>Fund: SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT Surplus ..</b>	<b>0.00</b>	<b>0.00</b>	<b>13.02</b>	<b>1,969.71</b>	<b>1,969.71</b>	<b>0.00 %</b>
<b>Fund: SD610 - ASHTON DRAINAGE DISTRICT</b>						
Revenue	45.00	45.00	7.51	21.76	-23.24	51.64 %
Expense	45.00	45.00	0.00	0.00	45.00	100.00 %
<b>Fund: SD610 - ASHTON DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>7.51</b>	<b>21.76</b>	<b>21.76</b>	<b>0.00 %</b>
<b>Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT</b>						
Revenue	32,120.00	32,120.00	23.02	10,538.67	-21,581.33	67.19 %
Expense	32,120.00	32,120.00	0.00	0.00	32,120.00	100.00 %
<b>Fund: SD615 - FOX RIDGE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>23.02</b>	<b>10,538.67</b>	<b>10,538.67</b>	<b>0.00 %</b>
<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT</b>						
Revenue	20.00	20.00	3.93	11.39	-8.61	43.05 %
Expense	20.00	20.00	0.00	0.00	20.00	100.00 %
<b>Fund: SD620 - LANDINGS DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.93</b>	<b>11.39</b>	<b>11.39</b>	<b>0.00 %</b>
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT</b>						
Revenue	60.00	60.00	7.07	20.47	-39.53	65.88 %
Expense	60.00	60.00	0.00	0.00	60.00	100.00 %
<b>Fund: SD625 - OLD BROOKSIDE DRAINAGE DISTRICT Surplus (Deficit)..</b>	<b>0.00</b>	<b>0.00</b>	<b>7.07</b>	<b>20.47</b>	<b>20.47</b>	<b>0.00 %</b>
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT</b>						
Revenue	45.00	45.00	4.89	14.15	-30.85	68.56 %
Expense	45.00	45.00	0.00	0.00	45.00	100.00 %
<b>Fund: SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT Surplus (Defic..</b>	<b>0.00</b>	<b>0.00</b>	<b>4.89</b>	<b>14.15</b>	<b>14.15</b>	<b>0.00 %</b>
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT</b>						
Revenue	875.00	875.00	8.12	828.52	-46.48	5.31 %
Expense	875.00	875.00	0.00	0.00	875.00	100.00 %
<b>Fund: SD635 - WATERFORD POINT DRAINAGE DISTRICT Surplus (Def..</b>	<b>0.00</b>	<b>0.00</b>	<b>8.12</b>	<b>828.52</b>	<b>828.52</b>	<b>0.00 %</b>
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT</b>						
Revenue	15,303.00	15,303.00	12.47	6,249.13	-9,053.87	59.16 %
Expense	15,303.00	15,303.00	0.00	0.00	15,303.00	100.00 %
<b>Fund: SD640 - STABLEGATE DRAINAGE DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>12.47</b>	<b>6,249.13</b>	<b>6,249.13</b>	<b>0.00 %</b>
<b>Fund: SF450 - FIRE PROTECTION</b>						
Revenue	1,755,000.00	1,755,000.00	24.34	1,751,767.11	-3,232.89	0.18 %
Expense	1,755,000.00	1,755,000.00	1,755,000.00	1,755,000.00	0.00	0.00 %
<b>Fund: SF450 - FIRE PROTECTION Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,754,975.66</b>	<b>-3,232.89</b>	<b>-3,232.89</b>	<b>0.00 %</b>
<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT</b>						
Revenue	1,922.00	1,922.00	1.53	1,915.03	-6.97	0.36 %
Expense	1,922.00	1,922.00	184.26	675.81	1,246.19	64.84 %
<b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-182.73</b>	<b>1,239.22</b>	<b>1,239.22</b>	<b>0.00 %</b>
<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT</b>						
Revenue	15,472.00	15,472.00	7.31	15,455.74	-16.26	0.11 %
Expense	15,472.00	15,472.00	936.22	2,880.29	12,591.71	81.38 %
<b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-928.91</b>	<b>12,575.45</b>	<b>12,575.45</b>	<b>0.00 %</b>
<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT</b>						
Revenue	5.00	5.00	0.65	1.87	-3.13	62.60 %
Expense	5.00	5.00	0.00	0.00	5.00	100.00 %
<b>Fund: SL710 - LANDINGS LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.65</b>	<b>1.87</b>	<b>1.87</b>	<b>0.00 %</b>
<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT</b>						
Revenue	1,490.00	1,490.00	2.33	1,481.84	-8.16	0.55 %
Expense	1,490.00	1,490.00	31.48	114.82	1,375.18	92.29 %
<b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus (...</b>	<b>0.00</b>	<b>0.00</b>	<b>-29.15</b>	<b>1,367.02</b>	<b>1,367.02</b>	<b>0.00 %</b>
<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT</b>						
Revenue	2,128.00	2,128.00	1.75	2,123.45	-4.55	0.21 %
Expense	2,128.00	2,128.00	139.46	425.84	1,702.16	79.99 %
<b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-137.71</b>	<b>1,697.61</b>	<b>1,697.61</b>	<b>0.00 %</b>

Budget Report-JM

For Fiscal: 2024 Period Ending: 04/30/2024

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT</b>						
Revenue	105,400.00	105,400.00	59.55	105,173.03	-226.97	0.22 %
Expense	105,400.00	105,400.00	0.00	0.00	105,400.00	100.00 %
<b>Fund: SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT Surplu...</b>	<b>0.00</b>	<b>0.00</b>	<b>59.55</b>	<b>105,173.03</b>	<b>105,173.03</b>	<b>0.00 %</b>
<b>Fund: SS800 - SANITARY SEWER</b>						
Revenue	18,300.00	18,300.00	9.36	18,237.11	-62.89	0.34 %
Expense	18,300.00	18,300.00	0.00	0.00	18,300.00	100.00 %
<b>Fund: SS800 - SANITARY SEWER Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>9.36</b>	<b>18,237.11</b>	<b>18,237.11</b>	<b>0.00 %</b>
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT</b>						
Revenue	1,972,760.00	1,972,760.00	11,737.86	816,090.21	-1,156,669.79	58.63 %
Expense	1,972,760.00	1,985,603.00	168,740.81	349,344.13	1,636,258.87	82.41 %
<b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT Su...</b>	<b>0.00</b>	<b>-12,843.00</b>	<b>-157,002.95</b>	<b>466,746.08</b>	<b>479,589.08</b>	<b>3,734.24 %</b>
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT</b>						
Revenue	79,449.00	79,449.00	54,919.58	78,403.03	-1,045.97	1.32 %
Expense	79,449.00	79,449.00	0.00	0.00	79,449.00	100.00 %
<b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Sur...</b>	<b>0.00</b>	<b>0.00</b>	<b>54,919.58</b>	<b>78,403.03</b>	<b>78,403.03</b>	<b>0.00 %</b>
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT</b>						
Revenue	287,269.00	287,269.00	28.82	287,206.02	-62.98	0.02 %
Expense	287,269.00	287,269.00	0.00	285,288.00	1,981.00	0.69 %
<b>Fund: SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT Surp...</b>	<b>0.00</b>	<b>0.00</b>	<b>28.82</b>	<b>1,918.02</b>	<b>1,918.02</b>	<b>0.00 %</b>
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT</b>						
Revenue	11,696.00	11,696.00	6.26	8,469.13	-3,226.87	27.59 %
Expense	11,696.00	11,696.00	0.00	0.00	11,696.00	100.00 %
<b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>6.26</b>	<b>8,469.13</b>	<b>8,469.13</b>	<b>0.00 %</b>
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT</b>						
Revenue	19,592.00	19,592.00	1.88	19,583.63	-8.37	0.04 %
Expense	19,592.00	19,592.00	0.00	19,614.00	-22.00	-0.11 %
<b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT Su...</b>	<b>0.00</b>	<b>0.00</b>	<b>1.88</b>	<b>-30.37</b>	<b>-30.37</b>	<b>0.00 %</b>
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT</b>						
Revenue	20,019.00	20,019.00	12.88	19,981.30	-37.70	0.19 %
Expense	20,019.00	20,019.00	0.00	0.00	20,019.00	100.00 %
<b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT Surplus ..</b>	<b>0.00</b>	<b>0.00</b>	<b>12.88</b>	<b>19,981.30</b>	<b>19,981.30</b>	<b>0.00 %</b>
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT</b>						
Revenue	23,342.00	23,342.00	11.90	18,306.46	-5,035.54	21.57 %
Expense	23,342.00	23,342.00	0.00	0.00	23,342.00	100.00 %
<b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>11.90</b>	<b>18,306.46</b>	<b>18,306.46</b>	<b>0.00 %</b>
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT</b>						
Revenue	3,885.00	3,885.00	3.13	3,864.06	-20.94	0.54 %
Expense	3,885.00	3,885.00	0.00	0.00	3,885.00	100.00 %
<b>Fund: SW545 - HICKOX ROAD WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3.13</b>	<b>3,864.06</b>	<b>3,864.06</b>	<b>0.00 %</b>
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT</b>						
Revenue	7,015.00	7,015.00	4.42	6,692.81	-322.19	4.59 %
Expense	7,015.00	7,015.00	0.00	0.00	7,015.00	100.00 %
<b>Fund: SW550 - NOTT RD EXT. 40 WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>4.42</b>	<b>6,692.81</b>	<b>6,692.81</b>	<b>0.00 %</b>
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT</b>						
Revenue	13,009.00	13,009.00	8.87	12,969.69	-39.31	0.30 %
Expense	13,009.00	13,009.00	0.00	0.00	13,009.00	100.00 %
<b>Fund: SW555 - CO RD 32 EXT. 41 WATER DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>8.87</b>	<b>12,969.69</b>	<b>12,969.69</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>-251,444.00</b>	<b>-368,278.77</b>	<b>2,334,640.02</b>	<b>2,586,084.02</b>	<b>1,028.49 %</b>

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
AA100 - GENERAL FUND	0.00	165,766.00	1,322,285.67	1,031,408.45	865,642.45
AA231 - CONTINGENT/TAX RESERV	0.00	0.00	4,459.74	17,946.24	17,946.24
AA232 - CAMPUS REPAIR RESERVE	0.00	0.00	949.17	3,819.52	3,819.52
AA233 - TECHNOLOGY RESERVE	0.00	0.00	212.79	856.30	856.30
AA234 - OPEN SPACE RESERVE	0.00	0.00	3,723.06	14,856.40	14,856.40
AA235 - NYS EMPLOYEE SYSTEM R	0.00	0.00	860.43	3,462.48	3,462.48
AA237 - BONDED INDEBTEDNESS F	0.00	0.00	997.39	4,013.48	4,013.48
AA238 - SOLID WASTE MANAGEM	0.00	0.00	3,708.09	14,921.52	14,921.52
CM100 - NEW RECREATION REVEN	0.00	0.00	1,567.49	10,795.76	10,795.76
DA100 - HIGHWAY	0.00	-104,367.00	-136,769.40	181,309.42	285,676.42
DA230 - HWY EQUIPMENT RESERV	0.00	0.00	1,443.16	5,807.30	5,807.30
DA232 - HWY IMPROVEMENT RES	0.00	0.00	1,543.54	6,211.27	6,211.27
DA235 - SNOW/ICE REMOVAL RD I	0.00	0.00	950.40	3,824.46	3,824.46
HH100 - CAPITAL PROJECTS	0.00	-300,000.00	283,835.99	251,279.11	551,279.11
SD600 - RT 332 DRAINAGE DISTRIC	0.00	0.00	63.49	10,095.88	10,095.88
SD605 - LAKEWOOD MEADOWS D	0.00	0.00	13.02	1,969.71	1,969.71
SD610 - ASHTON DRAINAGE DISTR	0.00	0.00	7.51	21.76	21.76
SD615 - FOX RIDGE DRAINAGE DIS	0.00	0.00	23.02	10,538.67	10,538.67
SD620 - LANDINGS DRAINAGE DIS	0.00	0.00	3.93	11.39	11.39
SD625 - OLD BROOKSIDE DRAINAC	0.00	0.00	7.07	20.47	20.47
SD630 - LAKESIDE ESTATES DRAIN	0.00	0.00	4.89	14.15	14.15
SD635 - WATERFORD POINT DRAI	0.00	0.00	8.12	828.52	828.52
SD640 - STABLEGATE DRAINAGE D	0.00	0.00	12.47	6,249.13	6,249.13
SF450 - FIRE PROTECTION	0.00	0.00	-1,754,975.66	-3,232.89	-3,232.89
SL700 - CENTERPOINT LIGHTING D	0.00	0.00	-182.73	1,239.22	1,239.22
SL705 - FOX RIDGE LIGHTING DIST	0.00	0.00	-928.91	12,575.45	12,575.45
SL710 - LANDINGS LIGHTING DIST	0.00	0.00	0.65	1.87	1.87
SL715 - LAKEWOOD MEADOWS LI	0.00	0.00	-29.15	1,367.02	1,367.02
SL720 - FALLBROOK PARK LIGHTIN	0.00	0.00	-137.71	1,697.61	1,697.61
SM900 - UPTOWN BUSINESS IMPR	0.00	0.00	59.55	105,173.03	105,173.03
SS800 - SANITARY SEWER	0.00	0.00	9.36	18,237.11	18,237.11
SW500 - CANANDAIGUA CONSOLI	0.00	-12,843.00	-157,002.95	466,746.08	479,589.08
SW505 - CANANDAIGUA BRISTOL	0.00	0.00	54,919.58	78,403.03	78,403.03
SW515 - CANANDAIGUA-FARMINC	0.00	0.00	28.82	1,918.02	1,918.02
SW525 - MCINTYRE ROAD WATER	0.00	0.00	6.26	8,469.13	8,469.13
SW530 - EMERSON ALLEN TOWNL	0.00	0.00	1.88	-30.37	-30.37
SW535 - EX 36 - COUNTY ROAD #3	0.00	0.00	12.88	19,981.30	19,981.30
SW540 - HOPKINS GRIMBLE WATE	0.00	0.00	11.90	18,306.46	18,306.46
SW545 - HICKOX ROAD WATER DI	0.00	0.00	3.13	3,864.06	3,864.06
SW550 - NOTT RD EXT. 40 WATER	0.00	0.00	4.42	6,692.81	6,692.81
SW555 - CO RD 32 EXT. 41 WATEF	0.00	0.00	8.87	12,969.69	12,969.69
<b>Report Surplus (Deficit):</b>	<b>0.00</b>	<b>-251,444.00</b>	<b>-368,278.77</b>	<b>2,334,640.02</b>	<b>2,586,084.02</b>



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
AA100 - GENERAL FUND	3,925,172.97	2,855,001.85	1,823,593.40	4,956,581.42
AA231 - CONTINGENT/TAX RESERVE	1,026,811.28	17,946.24	0.00	1,044,757.52
AA232 - CAMPUS REPAIR RESERVE	218,537.25	3,819.52	0.00	222,356.77
AA233 - TECHNOLOGY RESERVE	48,993.50	856.30	0.00	49,849.80
AA234 - OPEN SPACE RESERVE	1,049,424.85	14,856.40	0.00	1,064,281.25
AA235 - NYS EMPLOYEE SYSTEM RESERVE	198,108.52	3,462.48	0.00	201,571.00
AA237 - BONDED INDEBTEDNESS RESERVE	229,636.52	4,013.48	0.00	233,650.00
AA238 - SOLID WASTE MANAGEMENT RESERVE	853,747.81	14,921.52	0.00	868,669.33
CM100 - NEW RECREATION REVENUE FUND	588,996.37	10,795.76	0.00	599,792.13
CR100 - PARKS & REC FBC REVENUE FUND	0.00	0.00	0.00	0.00
DA100 - HIGHWAY	644,055.74	1,085,838.53	904,529.11	825,365.16
DA230 - HWY EQUIPMENT RESERVE	332,272.04	5,807.30	0.00	338,079.34
DA232 - HWY IMPROVEMENT RESERVE	355,382.60	6,211.27	0.00	361,593.87
DA235 - SNOW/ICE REMOVAL RD REPAIR RESERVE	218,820.26	3,824.46	0.00	222,644.72
HH100 - CAPITAL PROJECTS	1,946,733.85	302,881.96	51,602.85	2,198,012.96
KA100 - FIXED ASSETS	0.00	0.00	0.00	0.00
SD600 - RT 332 DRAINAGE DISTRICT	114,507.34	10,095.88	0.00	124,603.22
SD605 - LAKEWOOD MEADOWS DRAINAGE DISTRICT	23,578.09	1,969.71	0.00	25,547.80
SD610 - ASHTON DRAINAGE DISTRICT	14,723.54	21.76	0.00	14,745.30
SD615 - FOX RIDGE DRAINAGE DISTRICT	34,641.50	10,538.67	0.00	45,180.17
SD620 - LANDINGS DRAINAGE DISTRICT	7,708.68	11.39	0.00	7,720.07
SD625 - OLD BROOKSIDE DRAINAGE DISTRICT	13,859.79	20.47	0.00	13,880.26
SD630 - LAKESIDE ESTATES DRAINAGE DISTRICT	9,574.45	14.15	0.00	9,588.60
SD635 - WATERFORD POINT DRAINAGE DISTRICT	15,098.86	828.52	0.00	15,927.38
SD640 - STABLEGATE DRAINAGE DISTRICT	18,233.05	6,249.13	0.00	24,482.18
SF450 - FIRE PROTECTION	51,005.62	1,751,767.11	1,755,000.00	47,772.73
SL700 - CENTERPOINT LIGHTING DISTRICT	1,763.24	1,915.03	675.81	3,002.46
SL705 - FOX RIDGE LIGHTING DISTRICT	1,780.97	15,455.74	2,880.29	14,356.42
SL710 - LANDINGS LIGHTING DISTRICT	1,266.27	1.87	0.00	1,268.14
SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT	3,202.04	1,481.84	114.82	4,569.06
SL720 - FALLBROOK PARK LIGHTING DISTRICT	1,736.13	2,123.45	425.84	3,433.74
SM900 - UPTOWN BUSINESS IMPROVEMENT DISTRICT	11,704.53	105,173.03	0.00	116,877.56
SS800 - SANITARY SEWER	132.77	18,237.11	0.00	18,369.88
SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT	1,796,527.72	816,090.21	349,344.13	2,263,273.80
SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT	46,708.83	78,403.03	0.00	125,111.86
SW515 - CANANDAIGUA-FARMINGTON WATER DISTRICT	54,645.16	287,206.02	285,288.00	56,563.18
SW520 - ANDREWS - NORTH ROAD WATER DISTRICT	0.00	0.00	0.00	0.00
SW525 - MCINTYRE ROAD WATER DISTRICT	3,810.75	8,469.13	0.00	12,279.88
SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT	3,724.41	19,583.63	19,614.00	3,694.04
SW535 - EX 36 - COUNTY ROAD #30 WATER DISTRICT	5,293.49	19,981.30	0.00	25,274.79
SW540 - HOPKINS GRIMBLE WATER DISTRICT	5,044.62	18,306.46	0.00	23,351.08
SW545 - HICKOX ROAD WATER DISTRICT	-17,724.94	3,864.06	0.00	-13,860.88
SW550 - NOTT RD EXT. 40 WATER DISTRICT	1,983.90	6,692.81	0.00	8,676.71
SW555 - CO RD 32 EXT. 41 WATER DISTRICT	-45,144.80	12,969.69	0.00	-32,175.11
TC100 - CUSTODIAL FUNDS	0.00	0.00	0.00	0.00
<b>Report Total:</b>	<b>13,816,079.57</b>	<b>7,527,708.27</b>	<b>5,193,068.25</b>	<b>16,150,719.59</b>



# Investment Authorization

This authorization form is in keeping with the Town Board's Investment Policy adopted by the Town Board of the Town of Canandaigua annually at their Organizational Meeting, in keeping with Article XIV. Process for Investments, and shall be authorized by two of the following people holding the positions of: Town Supervisor, Chair of the Finance Committee, Town Clerk, Town Manager or Finance Clerk.

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

The following individuals do hereby authorize the investment of \$3,202,746.98 (CD#2 3404)

For a term of 28 days at a rate of 5.31% interest at CNB.  
Issue date: 04/05/24      Maturity Date: 05/03/24

Into a NYCLASS investment account.

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

General Fund AA100.0241.00000 - \$2,108,986.96

Highway DA100.0241.00000 - \$546,880.01

CDGA Cons. WD SW500.0241.00000 - \$546,880.01


Authorized by the following individuals (2 required):

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

Name: Jared Simpson

Title: Town Supervisor

Date: 04/05/2024

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

Name: Jessica Mull

Title: Finance Clerk

Date: 04/05/2024

**The Canandaigua National Bank and Trust Company**  
**Certificate of Deposit Account**  
**Municipal**  
**Account**  
**\$100,000 and over**  
**Account Receipt and**  
**Disclosure**

This account is non-negotiable and non-transferable

Member  
FDIC

**Account Number** 3404

**Customer Name and Address**

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

**Issue Date**  
04-05-2024

**Term**  
28 Days

**Amount** \$3,202,746.98

**Interest Payment**  
**At Maturity**

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

**Interest Payment Method**  
Simple

**Renewal Option**  
Non-Renewable

**Form of Ownership**  
Municipal

**Tax I.D. No.** 2197

**By:** Mary Kay Bashaw

**(Bank Representative)**

---

**Rate Information**

The interest rate for your certificate is **5.220** with an annual percentage yield of **5.31**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **05-03-2024**. Interest will be paid at maturity.

**Balance Computation Method**

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

**Minimum Balance Requirements**

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

**Early Withdrawal Penalties**

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

**Transaction Limits**

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

**Renewal Policies**

**Non-automatically Renewable:** This account will not automatically renew at maturity. The funds will be remitted in a non-interest bearing time deposit account upon the maturity date.

**Accrual of Interest on Non-cash Deposits**

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

# Investment Authorization

This authorization form is in keeping with the Town Board's Investment Policy adopted by the Town Board of the Town of Canandaigua annually at their Organizational Meeting, in keeping with Article XIV. Process for Investments, and shall be authorized by two of the following people holding the positions of: Town Supervisor, Chair of the Finance Committee, Town Clerk, Town Manager or Finance Clerk.

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

The following individuals do hereby authorize the investment of \$3,215,750.13 (CD#2 3404)

For a term of 31 days at a rate of 5.29% interest at CNB.

Issue date: 05/03/24 Maturity Date: 06/03/24

Into a NYCLASS investment account.

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

General Fund AA100.0241.00000 - \$2,115,488.53

Highway DA100.0241.00000 - \$550,130.80

CDGA Cons. WD SW500.0241.00000 - \$550,130.80

Authorized by the following individuals (2 required):

Signature: 

Name: Jared Simpson

Title: Town Supervisor

Date: 05/03/2024

Signature: 

Name: Jessica Mull

Title: Finance Clerk

Date: 05/03/2024

**The Canandaigua National Bank and Trust Company**  
**Certificate of Deposit Account**

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

This account is non-negotiable and non-transferable

Member  
FDIC

**Account Number 3404**

**Customer Name and Address**

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

**Issue Date  
05-03-2024**

**Term  
31 Days**

**Amount \$3,215,750.13**

**Interest Payment  
At Maturity**

**Mailing Address**

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

**Interest Payment Method  
Simple**

**Renewal Option  
Non-Renewable**

**Form of Ownership  
Municipal**

**Tax I.D. No. 2197**

**By: Mary Kay Bashaw**

**(Bank Representative)**

**Rate Information**

The interest rate for your certificate is **5.200** with an annual percentage yield of **5.29**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **06-03-2024**. Interest will be paid at maturity.

**Balance Computation Method**

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

**Minimum Balance Requirements**

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

**Early Withdrawal Penalties**

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

**Transaction Limits**

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

**Renewal Policies**

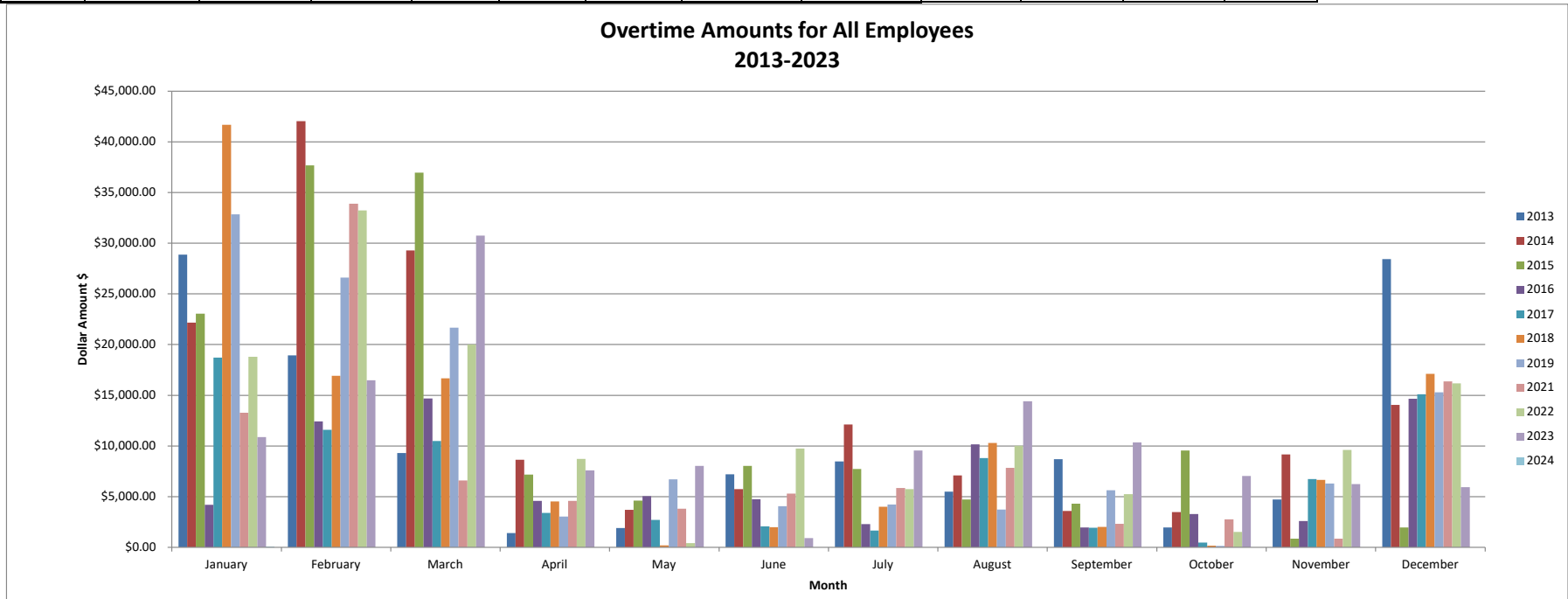
**Non-automatically Renewable:** This account will not automatically renew at maturity. The funds will be remitted in a non-interest bearing time deposit account upon the maturity date.

**Accrual of Interest on Non-cash Deposits**

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

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
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	\$13,273.75	\$ 18,807.71	\$ 10,881.92	\$ 20,246.76
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	\$33,905.16	\$ 33,238.23	\$ 16,472.84	\$ 21,656.87
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	\$6,592.62	\$ 20,001.47	\$ 30,763.33	\$ 8,805.97
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	\$4,592.96	\$ 8,712.98	\$ 7,577.29	\$ 14,395.70
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51	\$178.52	\$6,696.39	\$236.97	\$3,819.66	\$ 421.25	\$ 8,025.32	
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55	\$1,984.64	\$4,053.52	\$1,112.97	\$5,287.97	\$ 9,752.83	\$ 899.80	
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52	\$4,001.48	\$4,222.09	\$5,123.36	\$5,855.13	\$ 5,725.84	\$ 9,545.89	
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31	\$10,281.09	\$3,710.81	\$375.47	\$7,826.98	\$ 10,027.05	\$ 14,403.97	
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	\$1,940.93	\$2,009.68	\$5,625.97	\$947.17	\$2,322.81	\$ 5,229.27	\$ 10,362.28	
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	\$459.55	\$173.01	\$145.03	\$5,423.05	\$2,766.33	\$ 1,504.76	\$ 7,044.42	
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	\$6,743.01	\$6,656.18	\$6,289.66	\$3,912.18	\$854.43	\$ 9,598.69	\$ 6,238.87	
December	\$28,423.96	\$14,038.96	\$1,957.16	\$14,667.81	\$15,086.85	\$17,126.83	\$15,295.31	\$13,596.37	\$16,354.79	\$ 16,168.70	\$ 5,937.52	
Totals	\$125,331.58	\$161,033.60	\$146,629.22	\$80,622.86	\$83,668.75	\$122,203.92	\$130,206.79	\$94,950.67	\$103,452.59	\$ 139,188.78	\$ 128,153.45	

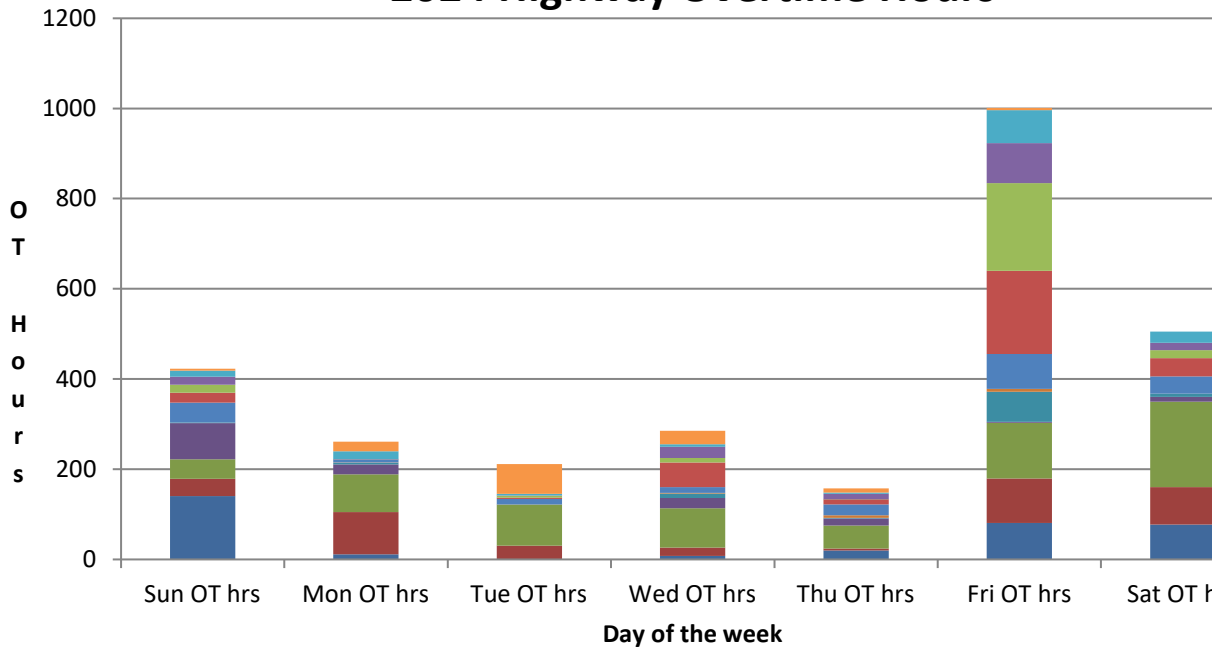
Overtime Amounts for All Employees  
2013-2023



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January	109.25	34.25	24.25	5.75	36.25	63.5	181.5
February	149.5	32.25	67.25	44.5	20.75	46	89
March	65	43.5	0.5	26.5	20	3.75	19
April	20.5	23	19.75	3.5	27.25	117.25	102.5
May*	0	0	0	0	0	0	0
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
	344.25	133.00	111.75	80.25	104.25	230.50	392.00

\*3 pay period month

### 2024 Highway Overtime Hours



**Total:**

454.75

449.25

178.25

313.75

0

0

0

0

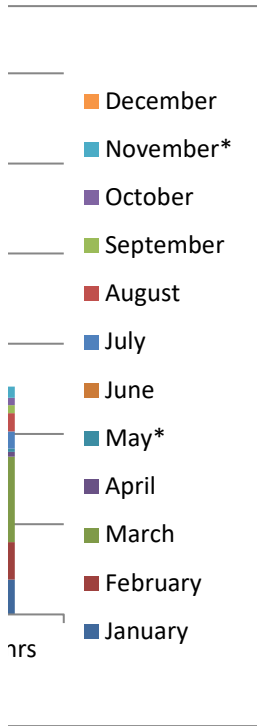
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1396



# **ATTACHMENT 3**



## MEMO – TOWN OF CANANDAIGUA

**To:** Town Board  
**From:** Sarah Reynolds, Town Planner  
With summary from Chris Nadler, Town Attorney  
**CC:**  
**Date:** 3/25/2024 – REVISED 5/10/2024  
**Re:** Proposed changes to the Short Term Rental (STR) Law

**COMMENTS:** UPDATED MEMO:  
Relevant Changes to the Draft LL resulting from May 6, 2024 Ordinance Committee Meeting:

1. Added 201-4(B) cap on maximum occupancy.
2. Added 201-7(F)(2)(d) allowing PB to reduce daytime guests.
3. Changed parking requirement in 201-7(J) to 1 per bedroom.
4. Allowed PB to require additional parking in 201-7(J).
5. Allowed posted occupancy to be less than maximum occupancy in 201-7(K)(1).
6. Deleted 2nd "no events" in 201-7(K)(7).
7. Changed requirement for 24 hour local contact in 201-7(S).
8. Changed requirement for SUP to 12 in 201-8(E).
9. Added 201-11(B) waiving the STR Permit fee for a one time amendment to previously issued STR Permits.

### PREVIOUS MEMO STATEMENT:

Highlights of proposed changes prior to April 22, 2024 Town Board meeting, compared with the current law that was adopted in May 2023:

- Add a purpose statement. Previous versions of this law lacked this common section in code chapters.

- Remove definitions section. Town code already defines relevant terms and specific phrasing or words are defined in the STR text as necessary.
- Remove short term rental from Chapter 220 Zoning to create a stand-alone short term rental chapter 201. Ontario County Planning Board's suggestion due to the fact that this is not a zoning issue.
- Clarifies application requirements in one section. This makes review easier for town staff.
- Remove maximum occupancy of 2/bedroom; use NY state uniform code requirements for maximum occupancy based on bedroom size. This allows for homes with very large bedrooms to have an allowed occupancy based on bedroom size and safety rather than a fixed number.
- Add requirement that the local contact (owner or owner's agent) for the STR is physically close enough to respond onsite within a reasonable time.
- Add requirement that any STR with an allowed maximum occupancy of 16 or greater is required to obtain a special use permit from the Planning Board prior to issuance of a STR permit. This provides a greater amount of review for larger STR properties.
- Add note that no events are allowed.
- Add daytime guest allowance so that total number of people allowed on site is no greater than twice the permitted maximum occupancy. This allows daytime guests.
- Update safety requirements to be in compliance with NY state uniform code.
- Change short term rental permit term from three years to one year. This allows for smaller up-front costs and more flexibility for property owners.
- Require parking spaces be on hard durable surfaces (not grass or landscaping).
- Adding note that short term rental permits are not transferrable.
- Add a subsection about penalties for violations of the new chapter.
- Add a note that existing valid permits in effect at the time of adoption of this new law will remain valid until their expiration date. This allows current permit-holders to continue to operate with their existing permit until it expires and then

they will have to apply for a new permit if they wish to continue operating.

# DRAFT

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

## Local Law Filing

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

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

County  City  Town  Village  
(Select one.)

of Canandaigua

Local Law No. \_\_\_\_\_ of the year 20<sup>24</sup>

A local law to create town code chapter 201 Short Term Rentals to replace existing town code  
(Insert Title)  
chapter 220-9.1 Short Term Rental.

Be it enacted by the Town Board of the \_\_\_\_\_  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Canandaigua as follows:

See attached.

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

TOWN OF CANANDAIGUA

LOCAL LAW # \_\_\_ OF 2024

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EXHIBIT A

**SECTION ONE.** Town Code § 220-9.1 Short Term Rentals, shall be removed in its entirety.

**SECTION TWO.** The following shall be added as a new Chapter 201 to Town Code:

**TOWN CODE CHAPTER 201**

**SHORT TERM RENTALS**

**201-1. Purpose.**

The purpose of this Chapter is to regulate the use of property in the Town of Canandaigua for short term rentals. The provisions of this Chapter are intended to mitigate potential adverse effects and impacts caused by short-term rentals and to ensure that such short-term rentals do not cause safety hazards nor become disruptive to the quality of life for surrounding residents and to preserve the health, safety, and welfare of the community.

**201-2. Applicability.**

The provisions of this Chapter shall apply to the entirety of the Town of Canandaigua. Nothing herein shall replace or supersede any other law or regulation, including, but not limited to, Uniform Building Code and Uniform, health laws, or zoning regulations.

**201-3. Permit Required.**

Operation of a short-term rental ("STR") in the Town of Canandaigua shall require a Short-Term Rental Permit ("STR Permit") issued by the Zoning Inspector. Operation, for purposes of this chapter, shall mean the rental of a dwelling unit for less than 30 days, and shall include the marketing, listing for rent, or other means of offering and/or making available of, said dwelling unit.

**201-4. Authority to Issue STR Permit.**

- A. Any Zoning Inspector or Code Enforcement Officer of the Town of Canandaigua ("Zoning Inspector") is hereby authorized to issue, revoke, suspend, modify, or renew a STR Permit, and to otherwise carry out the provisions of this Chapter, including but not limited to enforcement and investigation of complaints.

- B. In no event shall a STR Permit be issued for a STR with a maximum occupancy greater than 18 overnight guests.

201-5. Application for STR Permit. In order to obtain a STR Permit an applicant must submit the following to the Zoning Inspector in a manner specified by, and acceptable to, the Zoning Inspector:

- A. Completed Application Form, including
  1. Name and contact information of property owner
  2. Name and contact information of property manager, if any
  3. Name and contact information for a 24-hour local contact.
- B. Floor plans showing entire premises, including dimensions, and identifying all bathrooms, bedrooms, and other areas, shown in compliance with the Real Property Systems database used by the Town.
- C. Sketch plan or map showing entire property, including parking, septic system, and any other relevant information.
- D. Proof of septic system capacity and a copy of most recent inspection in accordance with Town Code Chapter 202, if applicable.
- E. Evidence of property and liability insurance indicating that the property is insured and rated as a short-term rental, acceptable to the Zoning Inspector, and a signed acknowledgement that the property will remain insured as a short-term rental throughout the term of the STR Permit and any subsequent renewals thereof.
- F. Signed acknowledgement that the property owner, property manager, and any agent thereof, has read the Town's short-term rental regulations and will comply with same.
- G. Proof of compliance with all operating requirements.
- H. Consent for Access. Owner shall sign a consent for Zoning Inspector to access any or all portions of the property for purposes of inspection to ensure compliance with the provisions of this Chapter.

**201-7. Operating Requirements.**

Any short-term rental in the Town of Canandaigua shall comply with the following:

- A. Smoke alarms shall be installed and maintained in accordance with the New York State Uniform Fire Prevention and Building Code, including but not limited to:
  - 1. On ceiling or wall in the immediate vicinity of all bedrooms.
  - 2. In each bedroom.
  - 3. At least one shall be installed on each floor, including basements.
- B. Carbon monoxide detectors shall be installed and maintained in accordance with New York State Uniform Fire Prevention and Building Code including but not limited to the immediate vicinity of all sleeping areas in dwelling units that contain a fuel burning device.
- C. Emergency evacuation procedures and means of egress to be used in the event of fire or other emergency must be posted in each bedroom or sleeping area.
- D. Operable fire extinguishers shall be available on each floor, with an additional in each kitchen. Fire extinguishers shall be operable, readily accessible, visible at all times, and maintained in accordance with New York State Uniform Code.
- E. Maximum Occupancy. The Zoning Inspector shall establish the maximum overnight occupancy in accordance with Uniform Code.
- F. Events.
  - 1. No events shall be allowed at STRs. Events shall include, but are not limited to, planned occasions, parties, weddings, or other similar activities.
  - 2. Additional daytime guests above the overnight maximum occupancy limit are permitted provided that:
    - a. The total number of guests including overnight and daytime guests does not exceed twice the amount of the Maximum Occupancy established above,
    - b. The daytime guests do not remain overnight,
    - c. All guests comply with all provisions of this Chapter, and
    - d. The number of daytime guests may be limited by the Planning Board during review and approval of a special use permit required by this Chapter.
- G. The house number shall be visible from the street or road frontage.

- H. Egress doors shall be operational, accessible, and readily operable without the need for keys, special knowledge, codes, or special effort except as allowed by Uniform Code.
- I. A safe, continuous, and unobstructed path of travel shall be provided from any point in a building or structure to the exterior.
- J. Parking. Each STR property shall provide a minimum of 1 off-road parking space for each bedroom. The parking spaces must be located on durable surfaces, such as driveways, and cannot be on grassed or landscaped areas. The Planning Board, in considering a special use permit required by this Chapter, may require more parking spaces to be provided if, in the Planning Board's discretion, it is determined that additional parking would be appropriate or otherwise ensure the health, welfare, and safety of the guests, neighborhood, or community.
- K. The property must conspicuously post the following signage in a protected mounting in a common entryway. If no common entryway exists the posting shall be made at the entrance of each dwelling unit:
  - 1. Maximum occupancy authorized by the Zoning Inspector or the total number of occupants allowed by the owner, if such number is less than the maximum occupancy authorized by the Zoning Inspector.
  - 2. A Statement that no events are permitted, and that anyone conducting an event on the property will be subject to fine(s).
  - 3. A notice that occupants are not permitted to disturb neighbors and that all renters are subject to this Chapter and NYS Penal Law 240.20 or any successor statute regarding disorderly conduct, littering is illegal, and all fires must be attended complying with applicable burn bans or NYS regulations.
  - 4. Address of the property.
  - 5. Evacuation procedures to be followed in the event of a fire or other emergency.
  - 6. Contact numbers for emergency services as provided by the Town of Canandaigua and property's 24-hour local contact.
- L. All STRs must be, and remain, fully insured as short-term rentals.
- M. STRs must have sufficient septic or sewer capacity to support the maximum occupancy as determined by the Zoning Inspector.



- N. The STR properties shall remain in full compliance with all applicable State and local fire, building, health, and safety laws, and all relevant local ordinances at all times.
- O. No cooking facilities are permitted in individual bedrooms or any other rooms where guests can sleep.
- P. Exterior signs identifying the property as a short-term rental are prohibited unless permitted separately.
- Q. STRs must pay all applicable sales tax as well as any occupancy or lodging taxes.
- R. No STR shall cause a disturbance or nuisance to neighbors, nearby properties, or the community if such disturbance or nuisance is greater than would be caused by a similar property not used for short-term rental.
- S. 24-Hour Local Contact
  - 1. An owner of a short-term rental must have a local residence or office and be available 24 hours per day, every day during which the STR is rented. In the event that the owner does not have a local residence or office and/or is not available 24 hours per day, every day, that owner must have a property manager as hereinafter specified.
  - 2. A property manager must have a local office and/or residence. The property manager must be available 24 hours a day, and be able to arrive on site within two (2) hours after being instructed to do so by the Zoning Inspector or other Town Official.
  - 3. The property manager must be authorized by the property owner to act as the agent for the owner for the receipt of service of notice of violation of the provisions of this section and must be authorized by the owner to permit Town officials and their designees to enter the STR for purposes of inspection and enforcement of this section and/or the state codes or regulations. The property manager must also have authority to take such action as is required to comply with the provisions hereof and those of the permit issued for the STR for which such property manager is responsible.

**201-8. Miscellaneous.**

- A. Fees. Town Board shall establish by resolution or fee schedule the amount to be charged for a STR Permit and for subsequent renewals thereof.
- B. Term. STR Permits shall be valid for one year from the date of issuance, unless otherwise suspended or revoked.

- C. Renewal. STR Permits may be renewed by the Zoning Inspector upon submission of an acceptable renewal application and payment of the fee set forth above prior to expiration of existing STR permit.
- D. Transferability. STR Permits are not transferable.
- E. Special Use Permit Required for STR With Max Occupancy Over 12. STRs with a Maximum Occupancy over 12 must obtain a Special Use Permit from the Town Planning Board in accordance with Town Code 220-34 and 220-35 prior to the issuance of a STR Permit

**201-9. Enforcement.**

- A. The Zoning Inspector shall investigate all reasonable complaints of lack of compliance with this Chapter.
- B. The Zoning Inspector is authorized to issue a notice of violation and/or order to remedy in the event of lack of compliance with this Chapter.
- C. The Zoning Inspector is authorized to suspend a STR Permit if lack of compliance with this Chapter is repeated or habitual, ongoing, or poses a risk to the health, safety, or general welfare of the community.
- D. The Code Enforcement Officer may commence proceedings in any court of competent jurisdiction to enforce the provisions of this Chapter, and is authorized to issue appearance tickets pursuant to New York State Criminal Procedure Law 150.20.
- E. The Town Board is authorized to revoke a STR Permit for up to three (3) years. Prior to such revocation: (a) the Town Clerk shall send notice of the potential revocation and a public hearing to be held thereon to the STR owner by certified mail and 1<sup>st</sup> class mail, (b) the Town Board shall hold a public hearing, and (c) the Zoning Inspector shall provide a written statement of reasons for which the STR Permit should be revoked. This statement shall be sent to the STR owner with the Town Clerk's notice along with instruction on how the STR owner can respond to the allegations that could respond in revocation.

**201-10. Penalties.**

Any person who violates the terms of this Chapter shall be guilty of a misdemeanor. Violations of this Chapter shall be punishable by a minimum fine of \$500 and a maximum fine of \$1000 per day. Fines issued shall be a lien against the property.

**201-11. Existing STR Permits to Remain Valid.**

- A. An STR Permit duly issued by the Town prior to the effective date of the local law by which this Chapter is adopted shall remain valid until its expiration, and shall satisfy the requirements of this Chapter until such expiration at which time a New STR Permit shall be obtained in accordance with this Chapter.
- B. An STR Permit duly issued by the Town prior to the effective date of the local law by which this Chapter is adopted may be amended one (1) time prior to its expiration. In such event the STR Permit fee shall be waived.

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

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

# DRAFT

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

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20<sup>24</sup> of the (County)(City)(Town)(Village) of Canandaigua was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20<sup>24</sup>, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

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

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

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

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

# DRAFT

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

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

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

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

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

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

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

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

(Seal)

74-2024	Town of Canandaigua	Town Board	Town of Canandaigua, Town Board	Text Amendment - 2
n/a	Local Law to revise Town of Canandaigua Town Code, removing the existing chapter 220-9.1 (Short-term Rentals) and replacing it with Chapter 201 (Short-term Rentals).			

<https://ontariocountyny.gov/DocumentCenter/View/43127/74-2024-Memo-T-Canandaigua-STR-Text-Amendment>

<https://ontariocountyny.gov/DocumentCenter/View/43125/74-2024-Draft-LL-T-Canandaigua-STR-Text-Amendment>

Proposed amendments to the Short-Term Rental (STR) Law, adopted in May 2023, are as follows:

- Addition of a purpose statement
- The removal of the definitions section. Town code already defines relevant terms and specific phrasing for STRs
- Removal of STR from Chapter 220 Zoning to create a stand-alone STR Chapter 201
- Clarification of application requirements into one section
- Removal of maximum occupancy of a bedroom (2 people). Instead, the NYS uniform code requirements for maximum occupancy based on bedroom size will be used. This allows for homes with large bedrooms to have an allowed occupancy based on bedroom size/safety rather than a fixed number
- Additional requirement that the local contact for the STR is physically close enough to the STR to respond in a timely manner
- Additional requirement that any STR with an allowed maximum occupancy of 16 or greater is required to obtain a special use permit from the Planning Board prior to issuance of a STR permit
- Addition of note that no events are allowed
- Addition of a daytime guest allowance. Allows for a maximum guest allowance of no greater than twice the permitted maximum occupancy
- Safety requirements updated to be in compliance with NYS uniform code
- STR permit term changed from three (3) years to one (1) year
- Additional requirement for parking spaces to be on hard durable spaces (not grass/landscaping)
- Addition of note that STR rental permits are not transferrable
- Addition of subsection outlining penalties for violations of the new chapter
- Addition of note that existing valid permits in effect at the time of adoption of this new law will remain valid until their expiration date.

**CRC Comment**

1. In terms of the daytime guest allowance. It should be identified by a specific time period (hours), “daytime” is too vague.
- CPB Comments**
1. The Board commends the Town of Canandaigua for their revisions and for moving Short-Term Rental regulations out the Zoning Code and into Town Code.

**Board Motion:** To retain referral 74-2024 as a class 2 and return to the local board with recommendation for approval with comments. **Motion made by: AJ Magnan Seconded by: Nina Tillman**  
**Vote: 11 in favor, 0 opposed, 0 abstentions by. Motion Carried**

75-2024	Town of West Bloomfield	Zoning Board of Appeals	Giehl, Debra	Area Variance - Exempt
50.02-1-30.000	Area Variance to construct a 6' high fence that extends into the front yard when no fence or wall over 3' in height shall extend into the front yard. Subject Parcel is located at 9626 Martin Rd., along the east side of the Honeoye Creek / Livingston County municipal boundary, in the Town of West Bloomfield.			

76-2024	Town of Victor	Town Board	Town of Victor, Town Board	Text Amendment - 2
n/a	Local Law imposing a six-month moratorium on the review, approval, permitting, and construction of large-scale solar energy systems in the Town of Victor.			

<https://ontariocountyny.gov/DocumentCenter/View/43133/76-2024-Resolution-T-Victor-Solar-Moratorium>

<https://ontariocountyny.gov/DocumentCenter/View/43132/76-2024-LL-T-Victor-Solar-Moratorium>

The purpose of this local law is to protect the public health, safety, and welfare of the residents of the Town of Victor and to maintain the status quo as to large scale solar energy systems while the Town of Victor Town Board re-examines and proposes to make specific changes to its existing regulations.

The moratorium will stop the processing of applications for, and the issuance of any permits and approvals for large-scale solar energy systems to allow time for such careful consideration. This halts local review of previously received applications.

The term “Large Scale Solar Energy System” shall mean any ground-mounted solar photovoltaic system that has a system capacity greater than 25 kilowatts (kW) but less than

**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 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: Adoption of a local law to create a new chapter 201 Short Term Rentals		
Project Location (describe, and attach a general location map): Townwide		
Brief Description of Proposed Action (include purpose or need): The Town Board of the Town of Canandaigua is considering the adoption of a Local Law to execute a text code amendment to Town Code that would create a new Chapter §201 Short Term Rentals and that would repeal town code chapter §220-9.1 Short Term Rentals.		
Name of Applicant/Sponsor: Town of Canandaigua		Telephone: 585-394-1120
		E-Mail: info@townofcanandaigua.org
Address: 5440 Route 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Project Contact (if not same as sponsor; give name and title/role): Sarah Reynolds, Town Planner		Telephone: 585-394-1120
		E-Mail: sreynolds@townofcanandaigua.org
Address: 5440 Route 5 & 20 West		
City/PO: Canandaigua	State: NY	Zip Code: 14424
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:



**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Board, adoption of local law	April 22, 2024
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

**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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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?

\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?  
\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?  
\_\_\_\_\_

d. What parks serve the project site?  
\_\_\_\_\_  
\_\_\_\_\_

**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)?  
\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres

b. Total acreage to be physically disturbed? \_\_\_\_\_ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
\_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will 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 \_\_\_\_\_
- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  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?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- 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: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
  
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), 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: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• 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 \_\_\_\_\_ 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)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • 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<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (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): \_\_\_\_\_

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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): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of 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 1/2 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

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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

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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: \_\_\_\_\_

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul>	

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will 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 covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			



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? <ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? _____</li> <li>• Explain: _____            _____            _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>E.2. Natural Resources On or Near Project Site</b>	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <ul style="list-style-type: none"> <li><input type="checkbox"/> Well Drained: _____ % of site</li> <li><input type="checkbox"/> Moderately Well Drained: _____ % of site</li> <li><input type="checkbox"/> Poorly Drained: _____ % of site</li> </ul>	
f. Approximate proportion of proposed action site with slopes: <ul style="list-style-type: none"> <li><input type="checkbox"/> 0-10%: _____ % of site</li> <li><input type="checkbox"/> 10-15%: _____ % of site</li> <li><input type="checkbox"/> 15% or greater: _____ % of site</li> </ul>	
g. Are there any unique geologic features on the project site? If Yes, describe: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. Surface water features. <ul style="list-style-type: none"> <li>i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? _____</li> <li>ii. Do any wetlands or other waterbodies adjoin the project site? _____</li> </ul> If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <ul style="list-style-type: none"> <li>iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? _____</li> <li>iv. For each identified regulated wetland and waterbody on the project site, provide the following information:             <ul style="list-style-type: none"> <li>• Streams: Name _____ Classification _____</li> <li>• Lakes or Ponds: Name _____ Classification _____</li> <li>• Wetlands: Name _____ Approximate Size _____</li> <li>• Wetland No. (if regulated by DEC) _____</li> </ul> </li> </ul>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Is the project site in a designated Floodway?	<input type="checkbox"/> Yes <input type="checkbox"/> No
j. Is the project site in the 100-year Floodplain?	<input type="checkbox"/> Yes <input type="checkbox"/> No
k. Is the project site in the 500-year Floodplain?	<input type="checkbox"/> Yes <input type="checkbox"/> No
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? If Yes: <ul style="list-style-type: none"> <li>i. Name of aquifer: _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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: <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, give a brief description of how the proposed action may affect that use: _____ _____	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

<p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site      <input type="checkbox"/> Historic Building or District</p> <p style="margin-left: 20px;">ii. Name: _____</p> <p style="margin-left: 20px;">iii. Brief description of attributes on which listing is based: _____</p>
<p>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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe possible resource(s): _____</p> <p style="margin-left: 20px;">ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify resource: _____</p> <p style="margin-left: 20px;">ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p style="margin-left: 20px;">iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify the name of the river and its designation: _____</p> <p style="margin-left: 20px;">ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

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

**G. Verification**

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

Applicant/Sponsor Name Town of Canandaigua, Town Board      Date \_\_\_\_\_

Signature \_\_\_\_\_      Title \_\_\_\_\_

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

<b>Agency Use Only [If applicable]</b>
Project : <span style="border: 1px solid black; padding: 2px;">Short Term Rental Law Adoption</span>
Date : <span style="border: 1px solid black; padding: 2px;">4-22-2024</span>

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				<input checked="" type="checkbox"/> <b>NO</b>	<input type="checkbox"/> <b>YES</b>
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

**2. Impact on Geological Features**

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

*If "Yes", answer questions a - c. If "No", move on to Section 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**3. Impacts on Surface Water**

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

*If "Yes", answer questions a - l. If "No", move on to Section 4.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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**4. Impact on groundwater**  
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.  NO  YES  
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)  
*If "Yes", answer questions a - h. If "No", move on to Section 5.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**5. Impact on Flooding**  
 The proposed action may result in development on lands subject to flooding.  NO  YES  
 (See Part 1. E.2)  
*If "Yes", answer questions a - g. If "No", move on to Section 6.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>



e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b>			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>				<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>	
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>	
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>	
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>	
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>	
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>	

<b>12. Impact on Critical Environmental Areas</b> The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>				<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>	
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>	
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>	
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>	

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.

 NO YES

(See Part 1. D.2.j)

*If "Yes", answer questions a - f. If "No", go to Section 14.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

 NO YES

(See Part 1. D.2.k)

*If "Yes", answer questions a - e. If "No", go to Section 15.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

 NO YES

(See Part 1. D.2.m., n., and o.)

*If "Yes", answer questions a - f. If "No", go to Section 16.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)  
*If "Yes", answer questions a - m. If "No", go to Section 17.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>17. Consistency with Community Plans</b> The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>18. Consistency with Community Character</b> The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:  Type 1  Unlisted

Identify portions of EAF completed for this Project:  Part 1  Part 2  Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Town Board of the Town of Canandaigua \_\_\_\_\_ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person: Town Supervisor, Jared Simpson

Address: 5440 Routes 5 & 20, Canandaigua, NY 14424

Telephone Number: 585-394-1120

E-mail: jsimpson@townofcanandaigua.org

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)  
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>



# **ATTACHMENT 4**

# Town of Canandaigua, NY

## Citizen Notifications & Alerts

May 1, 2024

**Prepared By:**

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**Prepared For:**

Jared Simpson

Town Supervisor

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## Summary of Goals

**The Town of Canandaigua is looking to redesign their current website to provide a fresh look and implement a less “button heavy” approach. The primary objective is to keep the majority of the content as is, but move it into different areas and present it in a different fashion. This effort entails approximately 60% design changes and 40% new development.**

The update will use your existing Content Management System (CMS). Additional content areas will be added and existing ones updated to ensure you can continue to manage your own website content. We will train you on how to use the new additions.

One of your requests was to provide an updated calendar with more functionality. We propose embedding a Google Calendar into your website. Doing so will provide you with all the options both the town and the residents would need. Including posting events for each department, editing/deleting events, residents could save events on their own Google calendar, and you can control the calendar permissions. These are just a few benefits.

This proposal is submitted by IC9design, a creative web company with 25 years of experience in web design, application development, and digital marketing.

Throughout this proposal you will find information on how we plan to achieve the goals and specifications you provided during our meeting.

Thank you for considering us for this need and I look forward to working with you soon!

Sincerely,  
Ian Caspersson  
Owner, IC9design

## Standard Web Specifications

- Keep brand prominent
- Have a consistent look and feel to all pages (fonts, graphics and color schemes)
- Load rapidly and provide easy navigation between pages
- Be Search Engine Friendly
- Use current Content Management System (CMS) capable of being maintained and updated by TOC
- Allow TOC to upload images and video and place them into web pages when needed
- Allow TOC to easily add, update, and delete/archive web pages when needed
- Responsive design so the site looks great on all devices
- Train staff on how to use administration area/CMS

## Mobile-friendly

All websites, mobile apps, and online systems we create are mobile-friendly. We refer to this as “Responsive”, meaning it responds to the size of the screen it is presented on. If the site is being viewed on a desktop monitor it will format automatically to fit the monitor width. Same is true for a mobile phone - the website system will automatically configure its design to display perfectly on this smaller device.

We also ensure that the site is search engine “friendly”. This means we optimize the code and content in the way search engines view it to assist naturally with higher search engine result page (SERP) ranking.

## Responsive Framework

We will continue to use the Bootstrap framework to ensure your website stays responsive. The framework allows us a “build once - deploy many” process. It is the most popular HTML, CSS, and JavaScript framework for developing responsive, mobile-first websites and online systems.

## Accessibility

We will keep the current accessibility button (Userway).

## CMS

We will keep your content management system (CMS) and build on to it. Our CMS allows you to administer and maintain your own website content (images, photos, video embeds from YouTube, links to documents, new web pages, etc.). It also records and tracks form completions and leads. We train you on how to use our CMS - it’s very easy to learn.

Our CMS is built using ASP, PHP, SQL, JS, jQuery, Ajax, CSS, and HTML which means it is open to customization and improvement over time. The websites we create are hosted on a Windows Server running IIS. We typically employ MySQL, SQL Server, or Microsoft Access database for these types of websites as the data that is captured can be complex and requires protection.

## Custom Design

The website redesign will keep your town brand. It will utilize your logo, imagery, and color scheme. The redesign will use large main navigation drop-downs to reduce clicks and provide more options in one area. The design requests noted herein are based off of sections of the Town of Pittsford website that you liked.

## Home Page

The home page is the main “landing page” of your website. The design and development will be edited as follows:

In the **main navigation** across the top:

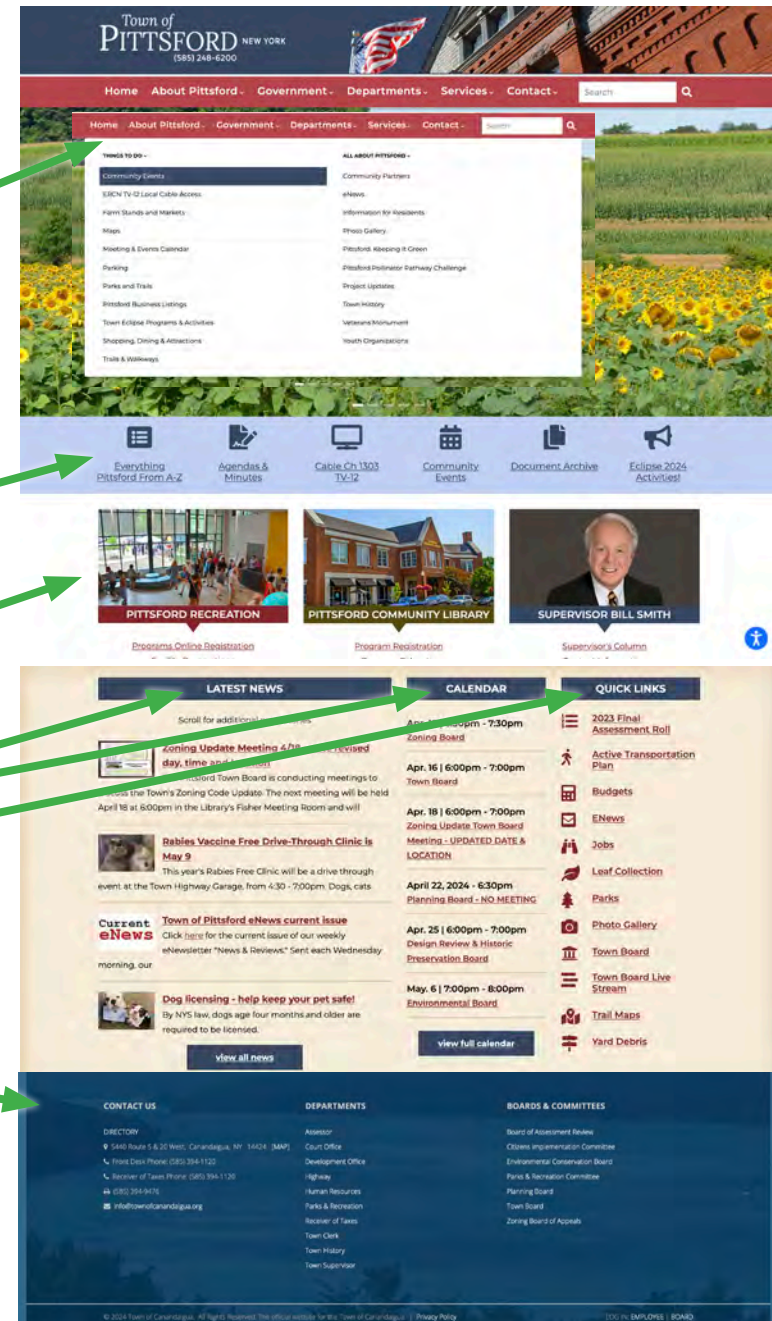
- Link to all main and sub pages of your site using larger menus
- Move the Select Language to the bottom
- Use a smaller version of the TOC logo
- Use an image in the header

In the **body** of the page:

- Add a row that provides icons and minimal text to display the most common topics residents ask about/look for (in addition to some of what Pittsford uses, you mentioned the zoom link for board meetings and linking to your newsletters)
- Add a row that provides imagery and links to hot topics. This row would also include a section for Jared to post his messages to the community.
- Provide a column to post town news excerpts. Clicking on a news item will open the entire news article.
- Post upcoming dates/events in a column
- Redesign quick links to present in a column

The **footer** of the page:

- Keep this as is
- Move Select Language to here
- Move Social Media links here (add youtube and facebook)
- Move Userway button to bottom right





## Standard Pages

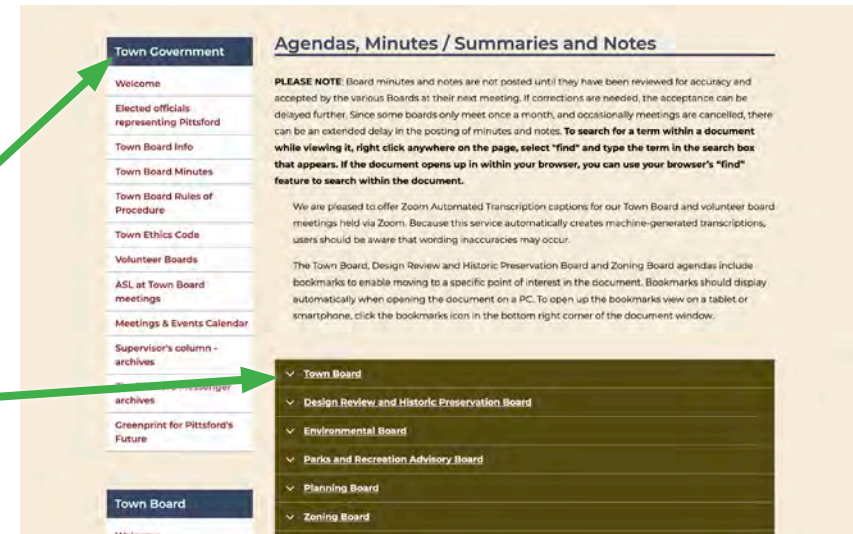
The Standard page template design and development will be edited as follows:

The **main navigation** across the top will be the same as the home page.

In the **body** of the page:

- Up to 3 secondary menus can be added to the left column. These menus will be specific to the page.
- Body content will still be editable and use similar styles
- We will develop a new section you can use to nest longer, or related, content under. This is shown here with the use of drop-down “drawers”.

The **footer** of the page will be the same as the home page.



## Department Pages

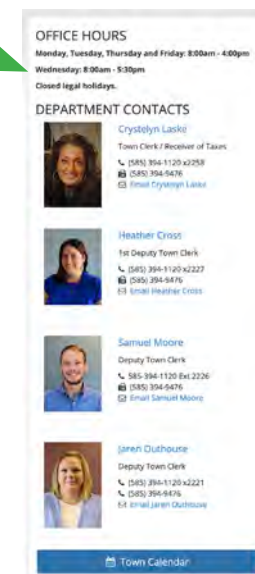
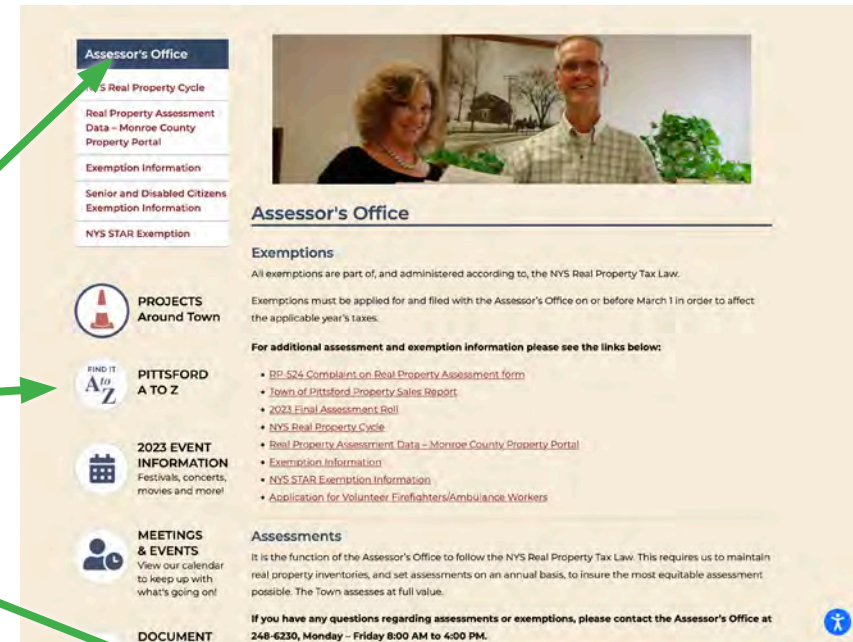
The Department page template design and development will be edited as follows:

The **main navigation** across the top will be the same as the home page.

In the **body** of the page:

- A secondary menu will be added to the left column (instead of the listing of links currently across the top of the page). This menu will be specific to the department page.
- We will add a section under the secondary menu where you can add links and images to other common topics and content. This information will be consistent across department pages.
- Body content will still be editable and use similar styles
- The far right column will still be the section with the department's office hours, contact info, and link to their calendar.

The **footer** of the page will be the same as the home page.



## Secondary Column Menus

Due to the nature of some menus being repeated across pages we have decided to develop the ability to create a menu(s) in your CMS and then simply select them for each page you want it to be present.

For example, the Town of Pittsford uses the column menu shown here on most pages throughout their website.

Instead of having to create it over and over for each page we will add the ability to create it once and then just select it for each page you want it to appear on.



## Google Calendar

As mentioned earlier, we propose a Google calendar be created and then embedded into your website in place of your current calendar.

We're sure you're familiar with Google calendar as most of us use it - especially on our phones.

Google calendar provides all the functionality of your current calendar and much more.

You can create a calendar for each department and add color coded events. Residents can turn on/off calendars to find just what they are looking for.

The calendar would look great and be responsive across all devices.

Create Private events that only staff can see.

Set up Google Meet for remote video meetings (similar to Zoom).

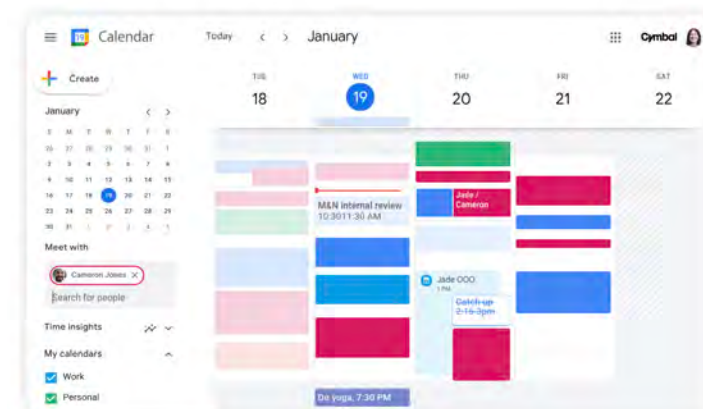
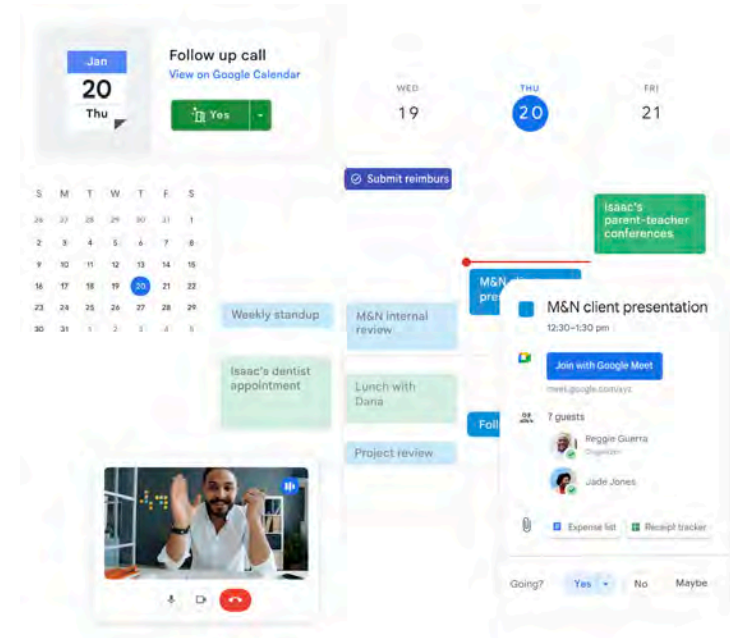
Add attachments to events.

...and much more.

More information is available at the following links:

<https://workspace.google.com/products/calendar/>

<https://blog.hubspot.com/marketing/google-calendar-tips>



## **File(s)**

IC9design will deliver the following:

- An updated website composed of electronic files (all code).
- Datafiles such as Databases.
- Photos (typically ones we correct).
- Access to any other files we may work on.

## Project Development Software

IC9design will use the following software to complete this project:

- Adobe Creative Cloud: Mainly Dreamweaver and Photoshop
- Microsoft Word
- MySQL, SQL Server, or Microsoft Access

## Assumptions

1. That electronic files of IC9design's renditions of WIP (work in progress) will be uploaded to test during review.
2. That client will provide only consolidated feedback from reviews, meaning one response file which is a summation of all reviewers' comments.
3. That this proposal is considered a work-for-hire arrangement and that the materials created will be the property of the Town of Canandaigua.
4. The client's logo and brand standards are to be used.

# Timeline

From kickoff date:

**Website update** = 4-6 weeks



# Estimate Breakdown

Website	Description	Cost
Update Design (Look and Feel) and Development (CMS)	Update website design based on the Town of Pittsford and the details provided herein. Update the CMS so you can continue to manage your website content.	\$4,000.00
	<b>Total:</b>	\$4,000.00

## Fulfillment

IC9design will provide the services described in this proposal, and use best efforts to complete the work within the estimated cost and schedule (granted client does not change the terms set forth and meets their responsibilities).

## Subsequent Changes to Proposal

If it becomes apparent to IC9design that either cost or scheduling are going to be exceeded due to changes or additions initiated by client or unforeseen issues, IC9design will advise client in advance.

## Client Responsibilities

Client agrees to provide IC9design with all information and materials needed to complete the services.

## Payment Terms

Client will make payment as follows:

- Half up front as project deposit.
- Second half due upon completion/go live.

Net 15 days, with 2% interest on late payments or outstanding account balance. Payments are in U.S. Dollars. IC9design does not start work until project deposit is received and cleared.

If for any reason payment is not made in full, all source materials, final content and all usage rights will be withheld until full payment is received.

## Warranty

Client warrants that the content and information provided will not infringe upon any copyrights and will be legally obtained and hold IC9design harmless for any breach of this warranty.

## Ownership

Copyright in the website information and materials will belong to client according to the Creative Commons license, any third-party components shall be subject to their own particular licenses, if any.

## Confidentiality

Neither IC9design nor client will divulge any confidential information without prior approval and for no other purpose than to complete the assigned tasks.

## Termination

Client may terminate this agreement by notice in writing or via email to IC9design. IC9design will invoice client for services performed up until the receipt of termination notice and provide client with all tangible work to date. IC9design may terminate this agreement with 14 days written notice or for non-payment.

## Mediation

Any unresolved claims will first be submitted to mediation and then arbitration.

## Governing Law

This agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of New York.

This proposal, in whole or in part, may not be reproduced, stored, transmitted, or used for design purposes without the prior written permission of IC9design.

# **ATTACHMENT 5**



# NEW WAVE ENERGY

**ENERGY SUPPLY SERVICES AGREEMENT:** This Energy Supply Services Agreement ("Agreement") is entered into by and between New Wave Energy, LLC ("Supplier" or "New Wave") and the Customer ("Customer"), listed below, herein, and/or on an attached Addendum A. The Supplier and the Customer agree to the purchase and sale of the energy commodities for the terms and rates as outlined below or within the Voice Authorization employed by Supplier or Supplier's third-party vendor(s). Herein, Supplier and Customer may be individually referred to as "Party" or collectively as "Parties"

New Wave Energy, LLC | Ph. 1-855-998-WAVE | Fax. 1-866-316-9366 | [support@nwaveenergy.com](mailto:support@nwaveenergy.com) | 410 Main Street, Buffalo, NY 14202

### Customer Information

<b>Business Type:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> General Partnership <input type="checkbox"/> Sole Proprietorship/Residence		<b>Customer Type:</b> <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential		<b>Energy Service:</b> <input type="checkbox"/> Electricity <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Both		Agreement Number: Contact Type: Sales Rep: Kevin K <input checked="" type="checkbox"/> Tax Exempt <input type="checkbox"/> Tax Reduced _____% (Please attach certificate)	
<b>Customer Name or Legal Entity:</b>		Town of Canandaigua			<b>FEIN/TIN/SSN:</b>		
<b>Customer Contact Information:</b>		Name: Jared Simpson			Title: Town Supervisor		
		Phone: 585 394 1120		Fax:		E-mail: <a href="mailto:jsimpson@townofcanandaigua.com">jsimpson@townofcanandaigua.com</a>	
<b>Invoicing Address:</b>		Street: 3600 Route 364 P29A City: Canandaigua State: NY Zip: 14424 <input type="checkbox"/> Same as Service Address					
<b>Service Address:</b>		Street: City: State: Zip: <input checked="" type="checkbox"/> See Addendum A					
<b>Utility Name:</b>		<b>Electric Utility:</b>		<b>Account #:</b>		<b>Est. Annual Usage:</b>	
				<input type="checkbox"/> See Addendum A		____ kWh	
		<b>Natural Gas Utility:</b>		<b>Account #:</b>		<b>Est. Annual Usage:</b>	
		NYSEG		<input checked="" type="checkbox"/> See Addendum A		32,000 CCF	
<b>Service Class:</b> Commercial			<b>Zone:</b> A		<b>Start Month:</b> 06/2024		<b>End Month:</b> 06/2026

### Customer Disclosure Statement

<b>Price</b>	<b>Electricity:</b> <input type="checkbox"/> Variable Rate _____/kWh <b>Natural Gas:</b> <input type="checkbox"/> Variable Rate _____/CCF (or applicable utility unit)	<b>Electricity:</b> <input type="checkbox"/> Fixed Energy of \$_____/kWh <input type="checkbox"/> Fixed Rate of \$_____/kWh <b>Natural Gas:</b> <input checked="" type="checkbox"/> Fixed Rate of \$.48/CCF (or applicable utility unit)	<b>Renewable:</b> <input type="checkbox"/> _____% of Usage
<b>Term</b>	24 Months. If fixed rate, price may be subject to modification pursuant to Change in Law, FERC Order 745, or other applicable adjustments listed in the Terms and Conditions attached.		
<b>Price Calculation</b>	Electric and gas variable rate is calculated on a monthly basis in response to market pricing, transportation, profit, and other market price factors, plus all applicable taxes. All rates may be higher or lower than the monthly utility rate and are subject to change based on a change in law, rule, regulation, tariff, or regulatory structure.		
<b>Rescission</b>	Residential customers may rescind by calling within 3 business days of receipt of the sales agreement.		
<b>Early Termination Fee ("ETF")</b>	Residential customers enrolled in a term variable rate product or fixed-rate service are subject to an ETF of \$99 for a contract with a remaining term of less than 12 months, or \$199 for a contract with a remaining term of more than 12 months. Non-residential customers are subject to an ETF equal to the projected remaining quantity of kWh and/or ccf to be consumed by the customer for the remainder of the current term, as calculated by the Supplier at the greater of the above-referenced estimated annual usage or the most-recently available utility usage data, multiplied by the agreed upon rate within this Agreement, or the amount New Wave could resell such related services or energy quantities at the time of Customer cancellation, as calculated by Supplier, or the maximum allowed by law, plus all applicable costs, taxes and fees incurred as a result of Customer's termination.		
<b>Late Payment</b>	For residential customers, 1.5% per month on overdue balances. For non-residential customers, 15% per month.		
<b>Renewal</b>	For residential customers, this Agreement will automatically renew, upon completion of the initial term, to a month-to-month term contract priced at a Supplier variable rate. For non-residential customers, unless terminated at least 30 days prior to the end of the Initial Term, this Agreement will automatically renew, for additional 12-month term periods at a Supplier variable rate.		
<b>Savings</b>	There are no guaranteed savings associated with this Agreement.		

By signing below the Customer acknowledges that he/she is the legal owner and/or the authorized entity for the purchase of electricity and/or natural gas energy supply for the Account(s) listed within this Agreement and that this Agreement was entered as a result of a regularly scheduled appointment and not a door-to-door sale. The Customer understands that New Wave does not represent the local distribution company and that he/she has received a copy of this Agreement and has read and understands the Terms and Conditions of this Agreement.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS

**Agreement To Sell And Purchase Energy:** This is a binding agreement ("Agreement") between New Wave Energy, LLC ("New Wave" or "Supplier") and the customer referenced above ("Customer") under which, starting on the next meter read date after the requested Start Month listed above, or on the next available meter read date occurring after execution of the Agreement, and unless stated otherwise, New Wave agrees to coordinate the sale and Customer agrees to purchase and receive the quantity of electricity and/or natural gas necessary to meet Customer's requirements at the Customer's facilities at the rate and for the terms as described in the Agreement. Supplier will arrange for the delivery of electric and/or natural gas service to the respective local distribution utility or utilities ("Utility") for delivery to Customer's facilities as specified in this Agreement. New Wave, in its sole discretion, is authorized to select on behalf of Customer such sources of electric generation or natural gas procured as it deems appropriate for the Customer's location(s). Customer authorizes New Wave to execute on its behalf any documents necessary to effectuate any such election, and Customer authorizes New Wave, and designates New Wave as its agent, to enroll the Customer's location(s) with its Utility(ies) for supply services consistent with this Agreement. Subject to the individual Utility(ies) enrollment schedules, the switch from Customer's Utility(ies) to New Wave's supply may not reflect on Customer's invoices for a period of up to two (2) full billing cycles.

**Term:** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Supplier is deemed effective by the Utility(ies) and shall continue until terminated by the applicable effective end date to fulfill the full specified term of this Agreement, or by the Supplier at its sole discretion (the "Initial Term"). For residential customers, this Agreement will automatically renew, upon completion of the Initial Term, to a month-to-month term contract priced at a variable rate (the "Renewal Rate") unless terminated by the Customer at least thirty (30) days prior to the end of the Initial Term. For residential customers and customers solicited via door-to-door sales, New Wave will provide notice to Customer, not less than thirty (30) days nor more than sixty (60) days prior to the renewal date, of the renewal terms and the Customer's option to reject the renewal terms. For non-residential customers, unless terminated by the Customer at least thirty (30) days prior to the end of the Initial Term, this Agreement will automatically renew for additional 12-month term periods at a Supplier variable rate (the "Renewal Rate"). Customer understands this section as inclusive of the auto-renewal section of this agreement and hereby waives NY GBL 5-903 and all Customer's equities and rights under NY GBL 5-903. Either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. Customer and New Wave agree that New Wave has the right to match any bonafide competing offer at the end of any Initial Term or any renewal term.

**Charges:** The rates specified by this Agreement are limited to non-Utility charges and therefore do not include taxes, GRT, or regulated charges from the Utility, including, but not limited to T&D Charges, customer account fees, or other utility transition charges. If, due to a change in market conditions, Supplier wishes to raise or lower the price per kWh or Ccf charged to the customer under this Agreement, it may do so without Customer's consent.

**Material Misrepresentations:** Customer acknowledges that the supply price offered pursuant to any transaction hereunder is based in part on Customer's representations as stated on page one (1) of this Agreement. For any costs incurred as a result of any variance in the estimated annual kWh/Ccf by the Customer's Utility or as represented by Customer on page one (1) of this Agreement, Supplier reserves the right to pass through such costs. For any costs incurred as a result of a variance in any other Customer representation on page one (1), or as otherwise represented, that materially impacts Supplier's costs or profits, Supplier reserves the right to pass through such costs. Alternatively, Supplier may cancel this Agreement, without penalty, and return the Customer back to Customer's Utility immediately.

**Fixed Rate Or Fixed Energy: Electricity ("Fixed Products"):** Any Fixed Products offered with this Agreement shall be calculated as the per kilowatt hour ("kWh") rate specified on page one (1) of this Agreement or as stated in the Voice Authorization, plus (+) (i) all applicable taxes; (ii) all other amounts related to the purchase and delivery of electric energy to the Delivery Point(s); (iii) all pass-through charges; (iv) all Network Integration Service Rates (NITs); (v) all capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), Renewable Portfolio Standards ("RPS") compliance costs, and any other miscellaneous recovery charges (including, but not limited to, ISO/RTO/PJM electric-related assessments); (vi) Consumption Activity Taxes ("CAT"); and (vii) Supplier margin. **Natural Gas:** The Fixed Rate shall be calculated as the per one-hundred (100) cubic feet ("Ccf") specified on page one (1) of this Agreement or as stated in the Voice Authorization, or as determined by Customer's LDC, plus (+) (i) all applicable taxes, (ii) transportation or delivery fees related to the delivery of natural gas to the Delivery Point(s); (iv) Operational Flow Order costs, (v) pipeline fees, (vi) weatherization charges, (vii) Supplier margin, and (ix) any fixed adders listed on page one (1) of this Agreement.

**Variable Rate:** The Variable Rate for electricity and natural gas is calculated on a monthly basis at New Wave's sole discretion in response to numerous pricing factors ("Pricing Factors"), plus (+) all applicable taxes. Pricing Factors include, but are not limited to, publicly available wholesale market pricing for electricity or gas supply, wholesale and retail market volatility and uncertainty, historic and anticipated weather events, historic and anticipated customer usage, legal and regulatory issues, operation costs, costs related to consumer credit or debt, historic and projected supply and hedging costs, prior meter read cycle's pricing and balancing costs, projected customer bill amounts, service and processing fees and assessments, regulatory and compliance changes and costs, historic and anticipated competitors' pricing and marketplace conduct, and applicable pricing reset dates. Additionally, Pricing Factors may include the following additional costs: ancillary services and capacity costs, transmission costs, credit costs, balancing costs, winter reliability costs, costs associated with meeting any applicable renewable offerings, NITs, RPS, changes in law, and a profit margin (or adder) determined in the Company's sole discretion that itself may vary from month to month. This list of Pricing Factors is not exhaustive. No single factor will determine the Variable Rate charged by Supplier, and the factors considered may be weighted differently each month. Some Pricing Factors may be estimated or projected. There is no guarantee that those estimates or projections will be accurate.

**Billing And Payments:** Customer will receive a single, consolidated bill ("Consolidated Bill") for both commodity and delivery/distribution charges from the Utility(ies). Customer acknowledges that Supplier's ability to bill Customer is exclusively dependent on the Utility's or Independent Systems Operator's ("ISO"s, "PJM", "ISO/PJM") ability to accommodate Supplier with all necessary information, including meter readings. Should the absence of such information from the Utility or ISO/PJM exist, Customer agrees to be billed by Supplier based on estimated meter readings, and Supplier will adjust Customer's bill the following month, or on the next bill after Supplier receives actual consumption data from the Utility(ies) or ISO/PJM to reconcile any disputes, differences, or discrepancies between estimated consumption and actual consumption. Customer will pay each invoice in full to Customer's Utility(ies) in accordance with the terms specified by the Utility(ies). Late and overdue payments shall be subject to a late payment fee which, for commercial or Mercantile customers will be fifteen percent (15%) of the overdue balance per month, and for Residential and Small Commercial customers will be one and one-half percent (1.5%) of the overdue balance per month; or (ii) the maximum amount allowed by law. Customer will be charged twenty (\$20) dollars for returned payments. Alternatively, Supplier can cancel this Agreement for any and all late payment amounts, overdue payments, partial payments, or past due notices immediately and return the Customer back to Customer's Utility. If Customer fails to pay any amount when due, including early termination fees, Customer will be responsible for all of Supplier's reasonable costs of collection, including accumulated interest and reasonable attorney's fees. If the Parties agree to a billing date, such a date shall be subject to change in the event the Utility performs or implements a meter reading cycle in conflict with agreed upon billing/switch over date. Customer may request from Supplier up to twenty-four (24) months of Customer's payment history for gas services rendered by Supplier without charge.

Failure by Customer to make payment, in accordance with this provision, constitutes a breach of this Agreement and Supplier may terminate this Agreement immediately and collect any and all past due amounts, plus interest and reasonable attorney's fees related to the breach. This Agreement and any billings, invoices and payments associated with this Agreement shall not be subject to any audit by a third-party as authorized or as contracted by Customer. Customer will be entitled to a refund of any substantial overcharges discovered within twelve (12) months after such billing date if Customer makes a claim within two (2) months of discovery from the billing date. Supplier will likewise be entitled to bill and to be paid for any substantial

undercharges discovered within twelve (12) months after the original billing date if the billing is made within two twelve (12) months of discovery. Local Utility companies have the exclusive ability to disconnect Customer's service. Supplier does not have this ability or authority. Failure to make full payment of charges due as outlined herein and sent via invoice, and failure to pay electricity or natural gas utility charges, may result in Customer being disconnected by the utility.

**Delivery And Title:** New Wave will deliver all natural gas and/or electricity sold under this Agreement to the NYISO load bus or Utility City Gate, located outside of the municipality where Customer resides (the "Delivery Point"). Title to, possession of, and risk of loss of gas and/or electricity sold under this Agreement will pass from New Wave to Customer at the Delivery Point such that the sale originates and is consummated outside of the Customer's municipality. (For avoidance of doubt, the Delivery Point shall in all cases be located outside of Customer's municipality, regardless of where the NYISO load bus or Utility City Gate is located). After delivery to the Delivery Point, Customer will be deemed to be in exclusive control and possession of the gas and/or electricity and responsible for any injury, damage, or loss.

**Customer's Right To Rescission:** If the Customer named herein is receiving residential service, the Customer has the right to rescind this Agreement, without penalty, within three (3) days after the effective, executed signature date with all of its Terms and Conditions, are executed and received. Following the expiration of three (3) days, if the Customer should choose to terminate the Agreement, before the expiration of the Term, the Customer will be subject to the penalties described within the "Termination of Service" provision. Non-residential customers have no right to rescind this Agreement without penalty.

**Assignment:** Customer shall not assign its rights or obligations under this Agreement in whole or in part without the prior written consent of Supplier. New Wave may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, sale of company, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company, backup service providers, or other entity without Customer's consent. If Customer is assigned, controlled, is sold, or is transferred to another party, this Agreement shall survive and shall transfer to the other party even in an asset sale.

**Account Adds/Drops:** Customer may decide to add or drop one (1) or more qualified accounts throughout the life of this Agreement with respect to leasing, selling, or purchasing metered space. Customer must provide notice to New Wave within thirty (30) days prior to dropping an account due to a sale or lease of contracted metered space to another party by providing New Wave with a letter from the utility, lease agreement, or another form of documentation approved by New Wave ("Approved Documentation") demonstrating the reason for drop in service. When Customer chooses to add a new account to the agreement due to a purchase, sale, or lease of new metered space, the Customer shall provide New Wave with Approved Documentation demonstrating the reason for adding new service. If Customer decides to drop one (1) or more accounts from this Agreement without providing Approved Documentation, Customer will be liable to Supplier for an Account Drop Fee for each account dropped, to be calculated in the same way as this Agreement's Early Termination Fee and prorated according to the usage applicable to the Account(s) dropped.

**Onsite Generation & Energy Allocations:** If, after the date the Customer signed this Agreement, the Customer installs or intends to install onsite generation units; or engages in filing for or receiving discounted replacement energy; receives or engages in filing for a government-subsidized allocation; engages in a community Solar outside of one permitted or controlled by New Wave, or receives any other form of allocated energy not within scope of this Agreement, it will constitute a material change and an event of default, and at Supplier's discretion, the rate may be reassessed or Supplier may terminate this Agreement at its sole discretion.

**Notices:** All notices and similar correspondence, including those which update or otherwise alter the Terms and Conditions of service, shall be in writing and delivered to Customer and Supplier. Supplier notices to Customer can be delivered via U.S. Mail, courier, Electronic Mail, utility bill messaging system, invoice message, or Facsimile. Customer notices to Supplier must be in writing, via U.S. Mail. Notices will be effective upon receipt by the Party to whom it is addressed.

**Cost Savings Analyses:** At New Wave's sole discretion, it may accompany this Agreement with a Cost Savings Analysis. Cost Savings Analyses are a projection of hypothetical savings and in no way, constitute or guarantee the savings reflected. Cost Savings Analyses are calculated based upon past usage data authorized by the Customer for the Supplier to retrieve, orally or written, obtained from the Utility and authorized by the Customer, or by a Utility bill provided by the Customer, and future energy market projections.

**Limitations Of Liability:** The remedy in any claim or suit by Customer against New Wave will be solely and exclusively limited to direct actual damages, which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding twelve (12) month period. The parties agree that such remedy constitutes a reasonable approximation of the non-defaulting party's harm or loss. Neither Party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages, including lost profit or penalties of any nature which are hereby waived, whether or not there was actual knowledge of such possible damages, or if such damages could have been reasonably foreseen. The limitations apply without regard to the cause or responsibility of any liability or damage.

**Bid Provision:** If this Agreement is attended, offered during, or is a response to a bid, Request for Proposal, or any other evaluative process then Supplier has the right to adjust this Agreement and rate offering subject to the actual execution date of said Agreement. Supplier reserves the right to reject this Agreement if the rate offering is no longer valid for the date and time in which it is executed. Rates are subject to a refresh due to market volatility.

**Indemnity:** Customer assumes responsibility for the electric and/or natural gas service provided hereunder after it leaves the Utility's lines at the Delivery Zone(s), as well as for the wires, apparatus, and appurtenances used in connection therewith, whether located at or beyond the Delivery Point. Each active Party shall indemnify, protect, defend and hold harmless the other Party from and against any losses, claims, damages, liabilities, costs or expenses arising from or out of any circumstance, event, incident or action during the length agreed upon and executed herein.

**Governing Law/Venue:** This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of any otherwise applicable conflicts of law principles. Venue for any proceeding (including, but not limited to all meetings, arbitrations, dispute resolutions, depositions, motions and/or trials) shall be in Buffalo, New York and court proceedings shall be limited to a State of New York Court sitting in Erie County, New York or a Federal Court sitting in Erie County, New York.

**Regulatory Or Market Change:** This Agreement is subject to present and future legislation, orders, rules, regulations, decisions, or actions of a duly constituted governmental authority, regulatory body, ISO, PJM or market force having jurisdiction, control, or influence over this Agreement or the services to be provided hereunder. If there is a change in law, rule, regulation, tariff, regulatory structure, or market force which impacts any term, condition, or provision of this Agreement, or Supplier's prediction thereof, including, but not limited to, rate, changes in transmission or capacity charges, PJM/ISO/RTO charges, FERC Order 745, 841, or 2222 costs, and collateral requirements or there is a change in business conditions, New Wave shall have the right to modify this Agreement to reflect such regulatory change by advising Customer through a bill notification, e-mail, or any other communication Supplier deems appropriate to Customer and to impose pass-through charges, line-items, or other related charges to Customer and Customer agrees to pay such charges. Customer acknowledges that the Agreement Price agreed upon may be adjusted from time to time in accordance with this provision and agrees to be responsible for such charges.



**Emergencies, Outages, & Power Quality And Consistency:** The Utility will continue to operate and maintain the infrastructure, including but not limited to, electric transmission lines, wires, and apparatuses. In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility: Central Hudson Gas & Electric (1-800-527-2714); Rochester Gas & Electric (1-800-743-1701); Orange & Rockland Electric (1-877-434-4100); Orange & Rockland Gas (1-800-533-5325); National Grid (1-800-892-2345); National Fuel (1-800-444-3130); ConEdison (1-800-752-6633); NYSEG (1-800-572-1131).

**Customer Protection:** Customer may contact Supplier's Customer Service Department at 1-855-53-ENERGY. This Agreement is governed by the Home Energy Fair Practices Act for residential customers. Customer may obtain additional information by contacting the Department of Public Service ("DPS") at 1-888-697-7728, or by writing to New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

**Confidentiality:** The contents of this Agreement, including but not limited to price and pricing terms, and all other documents exchanged between the Supplier and Customer related to this Agreement are confidential and shall not be disclosed to any third party without mutual written consent of the Parties. This obligation between both Parties shall continue for a period of twenty-four (24) months following the expiration or termination of this Agreement. However, the Parties acknowledge and affirm that New Wave has sole discretion to disclose and to publicize the identity of Customer as a client of New Wave and shall be entitled to display the Customer's logo on Supplier's Website and other advertisement literature.

**Dispute Resolution:** The parties shall attempt in good faith to resolve any disputes, claims, or controversies arising out of or relating to this Agreement promptly by negotiation. Customer should contact New Wave by telephone or in writing using the Supplier's contact information as provided in this Agreement. The Department of Public Service will not resolve non-residential disputes associated with the services provided under this Sales Agreement. For non-residential customers, if the parties are unable to resolve the disputes, claims, or controversies through negotiation, the parties agree that the disputes, claims, or controversies shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. For a dispute involving a residential customer, either party may submit a complaint to DPS by calling the DPS at 1-888-697-7728 or by writing to the DPS at New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: [www.dps.state.ny.us](http://www.dps.state.ny.us). Whether residential or non-residential, the customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. Any arbitration, suit, action, or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis. No action, regardless of form, relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued.

**Force Majeure:** New Wave will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of New Wave ("Force Majeure Events") may result in interruptions in service. New Wave will not be liable for any such interruptions caused by a Force Majeure Event, and New Wave is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include, but are not limited to, acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, cyber-security incidents, changes in economic or business conditions, operational flow orders, sudden failure of electric or gas supply, grid constraints, freezing of wells or pipelines, required maintenance work, inability to access the local distribution utility system, non-performance by the utility (including, but not limited to, a facility outage on its electricity distribution lines), or any other cause beyond New Wave's control. Any suspension of obligations under this paragraph shall not extend the term of this Agreement. During any curtailment caused by Force Majeure, Customer's contracted electric and/or natural gas rate shall be subject to change at Supplier's discretion.

**Information Release Authorization:** Customer authorizes New Wave to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the Utility(ies): consumption history; billing determinants; utility account number; credit information; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by New Wave to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. If at any time, Customer does not meet New Wave's commercially reasonable creditworthiness standards, New Wave may require Customer to provide performance assurances in a form and amount reasonably acceptable to New Wave such as a letter of credit, third-party guarantee, deposit, or prepayment. If Customer fails to provide such assurance within five (5) business days after notice from New Wave, then New Wave shall have no obligation to supply Customer with Electricity or Natural Gas and may suspend deliveries, terminate this Agreement, and all associated transactions, and liquidate any commodity purchased for delivery to Customer during future periods. Customer's execution of this Agreement shall constitute authorization for the release of this information to New Wave. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to New Wave at the address listed on this Agreement. New Wave reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Termination Of Service:** Customer will be subject to an Early Termination Fee ("ETF") as calculated by Supplier and described hereafter, if this Agreement is terminated before the expiration of its term variable rate or fixed-rate Initial Term, or if this Agreement is terminated before expiration of a 12-month Renewal Term, or any other subsequent renewal term. Should Customer Default, Supplier shall have the right to terminate this Agreement by delivering written notice to Customer, and to indicate Customer's ETF owed to Supplier. Under all circumstances, Customer shall remain obligated to pay any and all amounts owed by Customer to Supplier outlined within this Agreement within a fifteen (15) day period from the invoice date. Should Supplier Default, Customer shall have the right to terminate this Agreement by delivering written notice to Supplier. In the event that the Supplier defaults, the Customer will be automatically assigned to the Utility, another energy supplier, energy services company, or other entity as authorized by the DPS. Non-residential customers are subject to an ETF equal to the projected remaining quantity of kWh and/or ccf to be consumed by the customer for the remainder of the current term, as calculated by the Supplier at the greater of the estimated annual usage, calculated by Supplier, or the most-recently available utility usage data, multiplied by the agreed upon rate within this Agreement, or the amount New Wave could resell such related services or energy quantities at the time of Customer cancellation, as calculated by Supplier, or the maximum allowed by law, plus all applicable costs, taxes and fees (including attorney's fees and court costs) incurred by New Wave as a result of Customer's termination. Residential customers enrolled in a term variable rate price or fixed price service are subject to an ETF of \$99.00 for a contract with a remaining term of less than 12 months, or \$199.00 for a contract with a remaining term of more than 12 months.

**Entire Agreement:** This signed Agreement ("Written Authorization"), or the online or voice recording authorizing Customer's decision to take service from New Wave ("Online Enrollment", "Voice Authorization" or "TPV"), coupled with these Terms and Conditions, is binding and is all encompassing and embodies the entire Agreement and mutual understandings between the Parties. This Agreement (including Enrollment Consent Forms, LOAs, Riders, Addendums and any Notices and Appendices) supersedes all prior agreements and understandings between Parties, whether written or oral, with respect to the subject matter herein. If any provision of this Agreement, in whole or in part, is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining conditions shall continue in full force and effect.



**ADDENDUM A: Additional Accounts**

	<u>Utility</u>	<u>Account Number</u>	<u>Service Class</u>	<u>Service Address:</u>	<u>Suite</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1	NYSEG	N02000002242436	140T	4965X W Lake Rd Shop		Canandaigua	NY	14424
2	NYSEG	N02000003096674	020S	4965W Lake Rd		Canandaigua	NY	14424
3	NYSEG	N02000003522349	140T	4965 W Lake Rd Bath Hse		Canandaigua	NY	14424
4	NYSEG	N02000008324261	140T	4965 W Lake Rd		Canandaigua	NY	14424
5	NYSEG	N02000059337519	140T	5440 State Route 5&20		Canandaigua	NY	14424
6	NYSEG	N02000059343749	140T	3178 West ST Pump Stn		Canandaigua	NY	14424
7	NYSEG	N02000059580704	140T	3650 W Lake Rd		Canandaigua	NY	14424
8	NYSEG	N02000059634790	140T	4965 W Lake Rd Bathrms		Canandaigua	NY	14424
9	NYSEG	N02000060287513	140T	2550 Outhouse Rd		Canandaigua	NY	14424
10	NYSEG	N02000061161386	140T	5440 St Rte 5& 20TwnBrn		Canandaigua	NY	14424
11								
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25								

Printed Name: \_\_\_\_\_ Customer Signature: \_\_\_\_\_

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



# New York State Public Service Commission

## Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - price and all variable charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

You can find more information about your energy alternatives by visiting: [www.AskPSC.com](http://www.AskPSC.com)

**Town of Canandaigua Natural Gas Strategy****05/06/2023**

The fixed rate the Town had recently expired. You are now on a month to month variable rate. This leaves prices susceptible to swings in the market.

There is no forecast for price spikes in the summer months, however, we recommend lining up the natural gas with the electric agreement (23 month agreement).

In addition, we confirmed the natural gas accounts are able to be enrolled back with the NYSEG utility billing. This allows you to keep credit with the utility company and make one payment to NYSEG instead of one payment for supply and one for delivery.

Fixed rates for 24 months will be **.48/ccf**.

This rate forecasts savings of **\$2,000** compared to the open market in the same time period. Equally important it provides price and budget certainty.





# NEW WAVE ENERGY

PREPARED BY  
**Kevin Kreutzer**  
SALES REPRESENTATIVE  
(716) 574-7681  
kevink@nwaveenergy.com

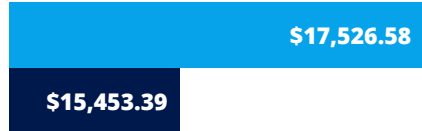
## NATURAL GAS SUPPLY PRICING GUIDE

**PREPARED FOR** Town of Canandaigua  
4965X W Lake Rd Shop  
Canandaigua, NY 14424

**PREPARED ON** 5/6/2024

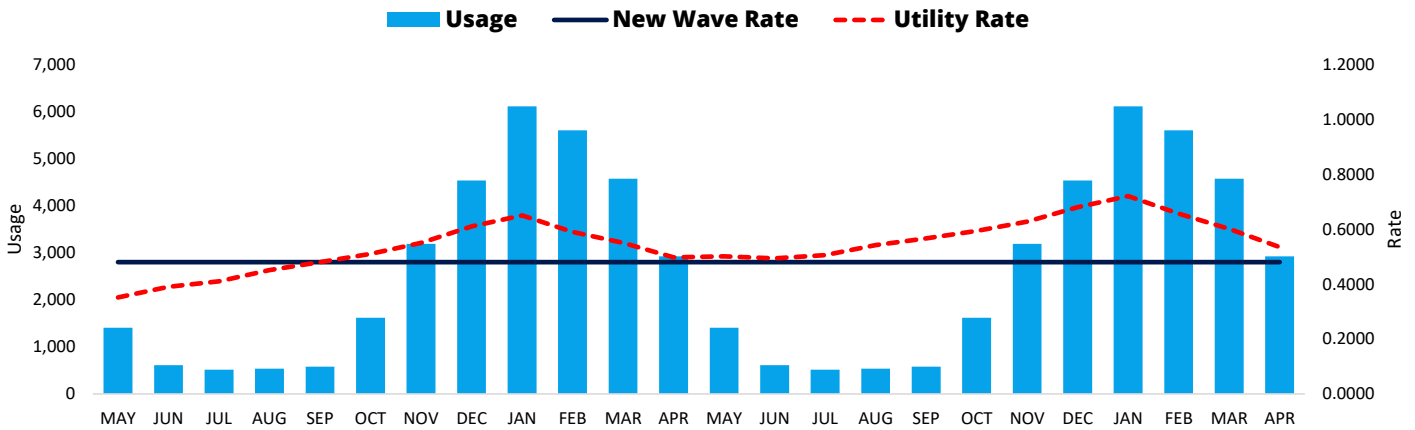
**UTILITY** NYSEG  
**NUMBER OF ACCOUNTS** 10  
**ANNUAL USAGE** 32,195 CCF  
**AVERAGE UTILITY RATE** 0.544 /CCF  
**NEW WAVE ENERGY RATE** 0.480 /CCF

■ **Utility Cost**  
■ **New Wave Cost**



**COST SAVINGS \$2,073.20**  
**SAVINGS 12%**

### FORWARD OUTLOOK



Prices, rates, and savings herein are hypothetical and a projection thereof and in no way constitute or guarantee a savings. Actual prices, rates, and savings are subject to change due to market movement.

powered by **NEW WAVE ENERGY**



**KeyBank Center**

**LECOM HARBORCENTER**



# **ATTACHMENT 6**

Date Check was written	Check #	Payee	Memo	Amount
2/1/2023	2067	Roger Noble	Ovrpymt Bill # 4395	0.01
2/1/2023	2068	NYS Office of Mental R/D Disabilities	Ovrpymt Bill # 4896 & 4899	0.78
2/16/2023	2070	John Piccirilli	Ovrpymt Bill # 2336	0.20
3/13/2023	2081	William Howie	Ovrpymt Bill # 2068	30.21
3/15/2023	2083	Victoria Connors	Ovrpymt Bill # 326	0.01
			<b>Total</b>	<b>31.21</b>

# **ATTACHMENT 7**

# Town of Canandaigua

## 2024 Fee Schedule

Effective April 22, 2024

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

### CABIN / PAVILION / LODGE / HALL RENTALS:

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

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

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



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

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

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

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

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

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

<b>Manufactured homes (Group R-3)</b>		
<b>Category</b>	<b>Description</b>	<b>Fee</b>

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

General		
Category	Description	Fee
Short Term Rental	<del>Special-use</del> permit to operate a short-term rental (per dwelling unit).	<del>\$900.00</del> \$300.00
Consultant Fees	Expenses incurred by the Town of Canandaigua through provision of services or processing and/or reviewing any application to the Town of Canandaigua.	See Town Code Chapter 111
Parks and Recreation Fee	Per dwelling unit subject to Planning Board Condition.	\$1,500.00
Pool	Installation of new pool	
	Above ground (includes barrier and up to 200 sq ft of deck.)	\$100.00 plus \$.10 sq ft for decks greater than 200 sq ft
	In-ground (includes barrier)	\$150.00
Signs	Installation of sign excluding directional signs as defined by Town Code .	\$200.00
Demolition	Removal of any existing building, pool, structure, etc., when not part of new construction	
	Accessory Structure	\$75.00
	Single Family Residential	\$150.00
	Multi-Family Residential	\$250.00

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

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

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

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

Hydrant Meter Rental (Includes a water meter and back flow device that will be connected to the hydrant by the Water Department. A \$500 deposit is required. When equipment is returned in working condition, deposit will be refunded). Hydrant meter rentals will be invoiced monthly.	\$100 rental fee/month plus \$6.50 per 1,000 gallons
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<b>Water Charge to Town of East Bloomfield</b>	\$3.52 per 1,000 gallons
<b>Water Charge to the Town of Hopewell, Town of Farmington, and Town of Gorham</b>	\$2.43 per 1,000 gallons



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

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

**Fee Schedule for Town of Canandaigua Water Department to Repair the Water System:**

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

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

## TRANSFER STATION

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

## TOWN BOARD

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

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

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

History:

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

# **ATTACHMENT 8**

April 26, 2024

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

RE: PROPOSAL FOR PROFESSIONAL SERVICES  
TOWN HALL OFFICE RENOVATION – FULL PROJECT REDESIGN (REVISED)

Dear Jared,

We are pleased to present a new proposal for professional services related to the design and construction phase services for the 1<sup>st</sup> floor office renovations at the Town Hall. This proposal will nullify the previously executed proposal dated July 7, 2023, for Construction Documents, Bidding, and Construction Administration.

I. Project Understanding

On March 1 and April 17, 2024, MRB Group representatives met with Town of Canandaigua officials to review the Town's desired changes for the 1<sup>st</sup> floor office layout previously designed by MRB Group in the Fall of 2023. Under a previous 2023 proposal, MRB Group had completed construction document drawings to modify the office layout and provide an additional exterior door for proper egress. Additional discussions on April 17, 2024, determined that additional private office spaces are now desired. Furthermore, the Town would like to revisit the previously selected 1<sup>st</sup> floor finishes for walls and floors thus MRB Group will prepare a new interior finish palette for Town review and approval.

To accomplish these design revisions, MRB Group will revisit the site to field measure additional office space not included in the 2023 project scope as well as first floor office areas recently renovated by Town forces. MRB Group will utilize the information provided at the April 17, 2024, meeting, in conjunction with previous design conversations, to finalize an updated 1<sup>st</sup> floor schematic layout for Town approval prior to advancing the design. MRB will also create a suggested construction sequencing/phasing plan to allow for the Town Hall to remain open to the public and fully operational during the construction phase.

Maggie Nearing, AIA, will lead the architectural design work and will be assisted by other members of the architectural and structural team as required. Mechanical and electrical engineering will be provided by Turner Engineering. It is anticipated that the project construction budget will be less than \$500,000 and that there will be one (1) prime contract: General Construction (GC).

II. Scope of Services and Compensation

Upon approval of the new schematic design for the office area, we will prepare drawings and specifications for the permitting, bidding, and construction of the project. Services will be broken down into four phases: Schematic Design, Construction Documents, Bidding, and Contract Administration. By combining the standard DD and CD phases into one phase, we will save the Town both time and fees. Credit has been given to the Construction Document work previously completed by MRB. Services related to each phase are as noted below.

A. Schematic Design

1. Survey/measure and prepare existing conditions floor plans, sufficient for the purpose of producing schematic designs of the new office layout.
2. Provide schematic floor plans.
3. Review the Schematic Design progress with the Town (up to 2 meetings) and make appropriate revisions based on the provided feedback.
4. Provide schematic level HVAC, lighting, and power layouts for the office area redesign.

Subtotal of A, Items 1-4..... \$6,000.00 (includes \$1,500 for MEP)

B. Construction Documents

During this phase, we will provide drawings and specifications for the permitting and construction of the project including architectural, structural, mechanical and electrical documentation. Data/cabling design and relocation will be by the Owner.

1. Attend up to two (2) meetings to review the project progress and address questions.
2. Provide a CD level set of documents for permitting and construction including architectural, interior design, structural, and MEP engineering.

- 3. Finalize the intended HVAC, lighting, and power layout for the office area redesign, including modifications to the existing fire alarm system.
- 4. Provide front-end and technical book specifications.

Subtotal of B, Items 1-4.....\$19,500.00 (includes \$4,000 for MEP)

C. Bidding

During this phase, we will provide preliminary drawings and specifications for the permitting and construction of the project.

- 1. Assistance with advertising the project for public bidding.
- 2. Coordinate the distribution of documents to bidders.
- 3. Attend a pre-bid walkthrough with potential bidders.
- 4. **Address RFI's and prepare addenda as needed.**
- 5. Assist with the review of bids and provide Town a bid review letter along with bid tabulation.

Subtotal of C, Items 1-5.....\$5,500.00 (includes \$750 for MEP)

D. Contract Administration

During this phase, we will provide construction phase support over an anticipated duration of no more than 4 months and perform following tasks:

- 1. Schedule, coordinate, and lead a Pre-Construction meeting.
- 2. Attend bi-weekly construction meetings on site throughout the duration of the construction. MRB staff will attend up to 8 meetings total. Turner Engineering will attend one (1) site visit at the appropriate time.
- 3. Review and process the following documentation during construction:
  - a. Product and Material Submittals.
  - b. Material Shop Drawings and Samples.
  - c. **Request for Information (RFI's) and Clarifications.**
  - d. Contractor Schedules.
  - e. Contractor Payment Applications.
  - f. Change Orders Review/Processing, if necessary.
- 4. Prepare an architectural and MEP punchlist at your request.
- 5. Assist with contract closeout activities.

Subtotal of D, Items 1-5..... \$34,000.00 (includes \$3,500 for MEP)



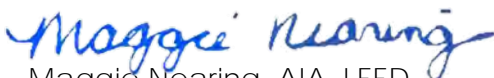


V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

  
Maggie Nearing, AIA, LEED  
Project Manager

  
Gregory J. Hotaling, P.E.  
Senior Project Manager

Enclosure

[https://mrbgroup365.sharepoint.com/sites/proposals/shared documents/new york/canandaigua, town of/2024 town hall interior reno redesign/2024 canandaigua town hall reno redesign - full project.docx](https://mrbgroup365.sharepoint.com/sites/proposals/shared%20documents/new%20york/canandaigua,%20town%20of/2024%20town%20hall%20interior%20reno%20redesign/2024%20canandaigua%20town%20hall%20reno%20redesign%20-%20full%20project.docx)

PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with **seven days' written notice** in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including **attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.**

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

May 10, 2024

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
TOWN HALL OFFICE RENOVATION – FULL PROJECT REDESIGN (AMENDMENT #1)**

Dear Supervisor Simpson,

MRB Group is pleased to provide this proposal to amend our most recent proposal dated April 26, 2024 for the above referenced project.

It has come to our attention that items outside of the original scope of work are desired by the Town. More specifically, complete renovation of the four (4) multi-user restrooms and re-zoning of the mechanical systems on both floors are desired. Additionally, minor finish work is desired in the Clerk area which will include new countertops and securable millwork below. This amendment will add the necessary Architectural, Mechanical, Plumbing, and Electrical services to address the added scope.

The following summarizes the original proposal design fees and the new design fees per the revised project scope outlined above:

<b><u>Phases</u></b>	<b><u>Original Proposal</u></b>	<b><u>New Proposal</u></b>
Schematic Design	\$6,000	\$11,000
Construction Documents:	\$19,500	\$30,000
Bidding:	\$5,500	\$6,250
Contract Admin.:	\$34,000 (4 months)	\$44,750 (5.5 months)
<b>Total Fee:</b>	<b>\$65,000</b>	<b>\$92,000</b>
<b>Net Amendment Increase:</b>		<b>\$27,000</b>

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Town.

Additionally, it is anticipated that the Work Schedule will be adjusted to allow for 2.5 weeks of Schematic Design, 7 weeks of Contract Documents and 5.5 months of



Construction to accommodate the necessary construction phasing. The modified fee above for Contract Administration phase services assumes a construction duration of 5.5 months.

This amendment would fall under the terms of the MRB Group *Standard Terms and Conditions* provided in the original project proposal.

Please feel free to contact me with any questions or concerns regarding the above or if any further information is needed to support our request. If this amendment is acceptable to you, please sign where indicated and return one copy to our office along with a signed copy of the original proposal.

Respectfully submitted,

Gregory J. Hotaling, P.E.  
Sr. Project Manager

<b>AMENDMENT ACCEPTED BY:</b>		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

# **ATTACHMENT 9**



**NY MuniTrust**<sup>®</sup>  
100% NEW YORK

## ENROLLMENT PACKET

JANUARY 2023





## Welcome to NY MuniTrust®

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Thank you for choosing the NY MuniTrust Cooperative Investment Pool.

We are pleased to offer two competitive short-term, highly liquid investment funds for your operational and excess cash needs. The Pool and its investment funds are professionally managed and serviced by affiliates of BNY Mellon, one of the largest and oldest institutions headquartered in the state of New York. We are excited to partner with you and will deliver a streamlined process that seeks to maximize liquidity while providing competitive rates of return.

The enrollment packet includes the documents needed to set up your NY MuniTrust fund account(s). If you have any questions about the enrollment process or about your NY MuniTrust account(s), please contact BNY Mellon Institutional Services at 1 (833) NYS-MUNI or by email at: [LGIPService@bnymellon.com](mailto:LGIPService@bnymellon.com).

Investors should read the NY MuniTrust Information Statement carefully before investing. Investors should consider the investment objectives, risks, charges, and expenses associated with this or any security prior to investing. Investment in NY MuniTrust is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although NY MuniTrust seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in NY MuniTrust.

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**Not FDIC Insured. Not Bank Guaranteed. May Lose Value.**

**For New York Municipal Institutional Investors Only. | Not For Use with Retail Investors.**

MIC-289500-2022-07-28

[www.nymunitrust.com](http://www.nymunitrust.com)



## Enrollment Procedures

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### To join NY MuniTrust®, please complete the following:

1. Read the NY Municipal Trust Cooperation Agreement, Orange County as Lead Participant, and Information Statement on the NY MuniTrust website at [www.nymunitrust.com](http://www.nymunitrust.com).
2. Complete and sign the Municipal Cooperative Authorizing Resolution executing your participation in this Municipal Cooperative Agreement.
3. Complete and sign the NY MuniTrust Local Government Investment Pool (LGIP) New Account Application.
4. Provide Government issued documentation certifying existence of the entity (for example: Charter, Articles of Incorporation of the County, Town or Village; Audited Financial Statements).
5. Email the completed NY MuniTrust Authorizing Resolution Form and the NY MuniTrust Application to BNY Mellon Institutional Services at [LGIPService@bnymellon.com](mailto:LGIPService@bnymellon.com).
6. Upon receipt, BNY Mellon Institutional Services will provide a secure email confirmation with your new fund account number(s), AdvisorCentral® web portal credentials, navigation and trade guides. Note: If you do not receive your account number(s) or Web Portal credentials within 3-5 business days, please check your junk/spam folder before calling BNY Mellon Institutional Services at 1 (833) NYS-MUNI.
7. When ready to invest, please visit the NY MuniTrust website for access to the AdvisorCentral web portal to place your initial subscription trade orders for your new fund account(s).
8. Trade orders and payment for subscription order(s) must be received by The Bank of New York Mellon by 12:00 p.m. ET. Subscription monies (via Fed wire or ACH) must be sent to:  
  
The Bank of New York Mellon  
225 Liberty Street, New York, NY 10286  
ABA Number: 011001234  
DDA Number: 0000639230  
DDA Name: BNY Mellon Investment Servicing (U.S.) Inc. as Agent FBO LGIP-NY Municipal Trust  
FFC: Name of Fund, Account Number(s) (4-digit fund code, 10-digit account number) and Trade Date
9. Please access the NY MuniTrust website ([www.nymunitrust.com](http://www.nymunitrust.com)) for information about the Municipal Cooperative Pool, fund yields, monthly performance fact sheets, holiday trading schedule, audited annual statements, and access to AdvisorCentral.

### For enrollment or servicing inquiries, please contact:

BNY Mellon Institutional Services at 1 (833) NYS-MUNI or email us at [LGIPService@bnymellon.com](mailto:LGIPService@bnymellon.com), Monday-Friday from 8:30 a.m. – 5:00 p.m. ET

**Investors should read the NY MuniTrust Information Statement carefully before investing. Investors should consider the investment objectives, risks, charges, and expenses associated with this or any security prior to investing. Investment in the NY MuniTrust is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although the Funds seek to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in NY MuniTrust.**

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**For New York Municipal Institutional Investors Only. | Not For Use with Retail Investors.**

**Not FDIC Insured. Not Bank Guaranteed. May Lose Value.**



## Municipal Cooperative Authorizing Resolution Form

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WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) and Article 3-A, empowers municipal corporations (school districts, Boards of Cooperative Educational services, counties, cities, towns, villages, and special districts, including fire districts) to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the \_\_\_\_\_ [Municipal Corporation] wishes to invest portions of its available funds in cooperation with other municipal corporations pursuant to the Municipal Cooperation Agreement dated as of February 1, 2022 (the "Agreement") by and among Orange County and the participants thereto, which is herein incorporated by reference;

WHEREAS the \_\_\_\_\_ [Municipal Corporation] wishes to satisfy the safety and liquidity needs of their funds while optimizing rates of return;

Now, therefore, it is hereby resolved as follows:

That \_\_\_\_\_ [Key Contact\* Title] of \_\_\_\_\_ [Municipal Corporation] is hereby authorized to participate in the NY MuniTrust® program under the terms of the Agreement.

\_\_\_\_\_  
Key Contact Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\*The key contact on an account is the main point of contact for a Municipal Corporation. They receive voting credentials for Governing Board elections and all other important communications.

BNY Mellon Securities Corporation (BNYMSC), a registered broker-dealer, is a distributor for NY MuniTrust.  
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**For New York Municipal Institutional Investors Only. | Not For Use with Retail Investors.**

**Not FDIC Insured. Not Bank Guaranteed. May Lose Value.**

MIC-302111-2022-09-19

[www.nymunitrust.com](http://www.nymunitrust.com)



# NY MuniTrust® Local Government Investment Pool New Account Application

This account application is for use by local government entities. If you need assistance completing this application, please call us toll free at **1 (833) NYS-MUNI**, option 1.

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## 1. Participant Information

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Name of Participant (limited to 35 characters)

Entity Type:     County                       Please check box to affirm that County Investment Policy Statement conforms with NY General Municipal Law, Section 11

City/Town/Village                       School District                       Fire District

Other (Please specify) \_\_\_\_\_

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Physical Address	City	Zip Code	County
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Mailing Address (if different from above)	City	Zip Code	County
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Tax ID

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## 2. Accounts to be Established

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**A. General Account:** To be registered in the Participant name entered in section 1. Please select fund(s):

**NY MuniTrust Excelsior Fund (4701): Counties Only**

**NY MuniTrust Empire Fund (4702): All municipal corporations**

**B. Additional Accounts to be Established (if necessary)**

Please list sub-accounts to be established and select fund(s) for each sub-account (limited to 35 characters)

\_\_\_\_\_  NY MuniTrust Excelsior Fund (4701)  
\_\_\_\_\_  NY MuniTrust Empire Fund (4702)

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\_\_\_\_\_  NY MuniTrust Empire Fund (4702)

_____	<input type="checkbox"/> NY MuniTrust Excelsior Fund (4701)
_____	<input type="checkbox"/> NY MuniTrust Empire Fund (4702)
_____	<input type="checkbox"/> NY MuniTrust Excelsior Fund (4701)
_____	<input type="checkbox"/> NY MuniTrust Empire Fund (4702)
_____	<input type="checkbox"/> NY MuniTrust Excelsior Fund (4701)
_____	<input type="checkbox"/> NY MuniTrust Empire Fund (4702)
_____	<input type="checkbox"/> NY MuniTrust Excelsior Fund (4701)
_____	<input type="checkbox"/> NY MuniTrust Empire Fund (4702)

**3. Banking Instructions:**

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_____	_____
Name of Bank	ABA#
_____	
Address of Bank	
_____	
_____	_____
Account Name	Account #
_____	
Client Address on Bank Account (if different than physical mailing address above)	
_____	
_____	_____
For Further Credit Account Name	For Further Credit Account #

**4. Authorized Person(s) and AdvisorCentral® Access**

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Inquiry	Trader	Signer
Inquiry allows AdvisorCentral access to view account information only.	Trader has AdvisorCentral inquiry and trading access to process, modify or cancel transactions.	Signer has AdvisorCentral inquiry and trading access in addition to authorization to initiate, modify and/or change account information, authorized person(s)/signer(s), taxpayer identification number, dividend options, banking/ACH instructions, process, modify and/or cancel transactions.





**Taxpayer Identification Number Certification:** Under the penalties of perjury, the Institution certifies that [1] Taxpayer Identification Number shown in Section 1 of this application is its correct Taxpayer Identification Number, [2] it is not subject to backup withholding either because: (a) it is exempt from backup withholding, or (b) it has not been notified that it is subject to backup withholding as a result of a failure to report all dividends, or the Internal Revenue Service (IRS) has notified it that it is no longer subject to backup withholding, [3] it is a U.S. person (including a U.S. resident alien) and [4] the Foreign Account Tax Compliance Act (FATCA) code(s) entered on this form (if any) indicating that the Institution is exempt from FATCA reporting is (are) correct. If you are exempt from FATCA reporting (if you are unsure, consult your tax advisor or the IRS), enter your exemption from FATCA reporting code (if any) here: \_\_\_\_\_ . NOTE: Strike out item [2] if the Institution has been notified that it is subject to backup withholding by the IRS and has not received a notice from the IRS advising that backup withholding has been terminated.

*The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.*

**PLEASE SIGN HERE:**

By: _____ Authorized Key Contact/Board Chairperson/Chief Fiscal Officer	By: _____ Second Authorized Key Contact/Board Chairperson/Chief Fiscal Officer (if applicable)
Print Name	Print Name
Title	Title
Date	Date
Date of Birth	Date of Birth
City and State of Residence	City and State of Residence

**6. Political/Military Officials**

Please indicate if any authorized persons (related party\*) is either a senior military, government or political official in the U.S. or any other country or jurisdiction, or is closely associated with such official or an immediate family member of such official (such as self, spouse, parents, siblings, children, and in-laws):

Yes       No

If yes, please provide name of official, office held, and country

Name	Office	Country
Name	Office	Country
Name	Office	Country

\*A related party can be an Authorized Key Contact, Board Chairperson or Chief Fiscal Officer as listed in Section 5.



## 7. three+one<sup>®</sup> Balance and Transaction Data Authorization\*

Please check the box below to authorize BNY Mellon Investment Servicing (US), Inc. to send Participant account information, as outlined below, to three+one, a liquidity service provider.

Authorization to send balance and transaction data to three+one: Participant/Authorized Person authorizes and agrees to allow the transmission of the aggregated balance and transaction data, identical to that of a monthly account statement, to be sent via secure file transfer protocol (SFTP) to three+one to facilitate monthly, quarterly, or periodic data and liquidity analyses. three+one will comply with privacy and security obligations under applicable laws regarding data collection, use, transfer, storage, protection, disposal, or disclosure.

\*If you are not currently a three+one customer and are interested in their services, please call: 1 (585) 484-0311.

Please provide your three+one client code: \_\_\_\_\_

### Customer Identification Program Notice Important Information About Procedures for Opening a New Account

#### USA PATRIOT Act, Bank Secrecy Act, and Anti-Money Laundering

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity that opens an account. What this means for you: When you open an account, we will ask for information that will allow us to identify you. Until you provide the information or documents requested, we may not be able to open an account or effect any additional transactions for you.

**Unlawful Internet Gambling Enforcement Act ("Act") Notice:** Transactions associated with unlawful internet gambling are prohibited. Specifically, the Act "prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling." LGIP Participants must not initiate or receive wire transfers, checks, drafts or other debit/credit transactions that are restricted by the Act. For more information, please refer to: <https://www.federalreserve.gov/newsevents/pressreleases/files/bcreg20081112a1.pdf>.

**Escheatment Notice:** Your property may be transferred to the appropriate state if no activity occurs in your Fund accounts within the time period specified by law.

If required information is missing, your application may be rejected. If an account is established pending receipt of requested information, it may be restricted to liquidating transactions only and closed if requested information is not received within specified time frames.

**Please Note:** After your new account is established, a secure email confirmation will be sent from LGIPService@bnymellon.com. It will contain your AdvisorCentral portal login credentials, navigation and trading guides. If you do not receive your login credentials within 3-5 business days, please check your junk/spam folder before calling the BNY Mellon Institutional Services Client Service team at 1 (833) NYS-MUNI or by email at LGIPService@bnymellon.com for assistance.

#### FOR INTERNAL USE BY BNY MELLON INSTITUTIONAL SERVICES ONLY

\_\_\_\_\_  
Dealer Name

\_\_\_\_\_  
Dealer/Branch Number

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# **Municipal Cooperation Agreement**

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Among

**THE DISTRICTS AND MUNICIPAL  
CORPORATIONS THAT HAVE  
ADOPTED THIS AGREEMENT**

as Participants

THIS MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), dated as of February 1, 2022 by and among the County of Orange and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 7.1. hereof (collectively, together with the County of Orange, the Participants).

**WITNESS ETH:**

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds, and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including but not limited to a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the Chief Fiscal Officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to this Agreement as heretofore in effect) as follows:

**ARTICLE I**

**Definitions**

**"Administrator"** means any Person or Persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person or any officer, director, partner, or employee of such Person.

**"Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses, and investment results.

**"Business Day"** means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in New York City, New York, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

**"Chief Fiscal Officer" or "Fiscal Officer"** of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment, and administration of funds. For purposes of this Agreement, each Participant shall be deemed, at any time, to have only a single Fiscal Officer.

**"Cooperative Investment Agreement" or "Agreement"** means this temporary investment of moneys by more than one municipal corporation pursuant to the Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

**"Contribution Procedures"** means the procedures for making contributions to the Investment Property adopted from time-to-time by the Governing Board.

**"Custodian"** means any Person or Persons appointed, employed, or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

**"Custody Agreement"** means the agreement between the Lead Participant and a Custodian as the same may be amended from time-to-time.

**"Fund"** means a group or category of Permitted Investments established, maintained, and liquidated from time-to-time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

**"Governing Board"** shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

**"Investment Advisor"** means any Person or Persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

**"Investment Liability"** means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

**"Investment Policy"** means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A as the same may be amended from time-to-time pursuant to Section 11.1 hereof.

**"Investment Property"** means any and all property, real, personal, or otherwise, tangible or intangible, comingled within a Fund, that is transferred, conveyed, or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof used to discharge a Liability or offset by losses and expenses.

**"Investment Property Value"** means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures .

**"Irrevocable Letter of Credit"** means an irrevocable letter of credit issued in favor of every Participant in this Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or in the case of a bank that is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable Federal minimum risk-based capital requirements.

**"Laws"** means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions, or decrees of any government or political subdivision or agency thereof or any court or similar entity established by any thereof.

**"Lead Fiscal Officer"** means, at any time, the Fiscal Officer of the Lead Participant at such time.

**"Lead Participant"** means, initially the County of Orange, and thereafter any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board.

**"Payment Procedures"** means the procedures for requesting payments out of the one or more of the Funds as adopted from time-to-time by the Governing Board.

**"Permitted Investments"** means the types of investments set forth under the heading "Legally Permitted Investments" in Exhibit A hereto, as the same may from time-to-time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the State of New York in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country, or a foreign branch of the Custodian or in a United States bank's office or branch located in a foreign country.

**"Person"** means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, or agency of any government.

**"Services Agreement"** means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time-to-time, providing for administrative and investment advisory services to the Governing Board.

**"Total Balances"** means the aggregate total of the Participants' Balances within a Fund.

**"Valuation Procedures"** means the procedures for determining the Investment Property Value adopted from time-to-time by the Governing Board.

## ARTICLE II

### Contributions, Adjustments, and Payments

**2.1. General** - Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion, or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant's rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

**2.2. Cash Contributions** - Unless otherwise determined by the Governing Board, each Participant may, from time-to-time, increase its Balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its Balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

**2.3. Other Contributions** - If previously approved by the Governing Board, each Participant may, from time-to-time, transfer to the Custodian for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer, and its Balance shall be increased by the amount or according to the formula specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole as evidenced by its adoption thereof.

**2.4. Adjustments**

(a) Immediately upon the determination of the Investment Property Value on each Business Day pursuant to Section 2.4 (b) hereof or from time-to-time pursuant to Section 2.4 (c) hereof, the Participants' Balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the Total Balances shall be equal, as nearly as practical, to the Investment Property Value as so determined.

(b) The Investment Property Value shall be determined once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing Board may determine the Investment Property Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time-to-time by the Governing Board.

(e) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Governing Board.

## **2.5. Payments**

(a) Subject to the terms and conditions of this Agreement:

(i) each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid out of the Investment Property to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time-to-time, in its discretion, pay to a Participant out of the Investment Property any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.

(c) Whenever any payment is made to or on behalf of any Participant out of the Investment Property, such Participant's Balance shall be reduced by the amount of such payment.

## **2.6. Suspension of Requests: Postponement of Payments**

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or New York State authorities; or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as

is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

**2.7. Records** - The Governing Board shall, or shall cause the Administrator to, collect and maintain for three years (or such longer period as may be required under any applicable Laws) written records of all transactions affecting the Investment Property or the Balances including but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' Balances; and (f) the current Balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

**2.8. Confirmation** - Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following Business Day after the contribution or distribution occurs.



## ARTICLE III

### The Lead Participant

**3.1. Term** - The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof, or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

**3.2. Resignation** - The Lead Participant may resign as Lead Participant only upon giving at least ninety days' written notice of such resignation to the Governing Board.

**3.3. Function**

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the Governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more sub-Custodians from time-to-time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

**3.4. Lead Fiscal Officer** - The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he/she shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

## ARTICLE IV

### The Governing Board

#### 4.1. General

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in this Agreement as of April first of each year provided, however, that in no event shall the numerical membership be less than three except in those instances where this Agreement has only two Participants in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the Governing Board may designate a representative to attend meetings, vote, or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

**4.2. Terms and Election of Governing Board Members** - Of the initial Governing Board members, one shall serve a one year term, one shall serve a two year term, and one shall serve a three year term. Thereafter, all Governing Board members shall serve three year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held within 90 days after the date on which the Participants enter into this Agreement. Thereafter, the Governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

**4.3. Vacancies on the Governing Board** - If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant; the municipal corporation he or she represents is no longer a Participant in this Agreement; or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief Fiscal Officer to fill the vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

#### 4.4. Powers and Responsibilities of the Governing Board

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of this Agreement; (iii) monitoring compliance

with the investment policy established under this Agreement; (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement at least once a month for sensitivity to changes in interest rates; (the Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio); (vii) securing an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, independent auditor, custodial bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law subject to a request for proposal process at least every three years ( provided that the initial professionals hired need not follow such process, shall have contracts that do not exceed six months and such request for proposal process shall be undertaken prior to the end of six months from the date hereof); (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11 of the General Municipal Law; and (iv) the charges, fees, and other compensation for any contracted serves shall be clearly stated in written Service Agreements.

4.5. **Delegation of Powers** - The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead Participant provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this Agreement and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

4.6. **Investment Powers** - The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries.

4.7. **Transactions Involving Affiliates** - Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Policy:

(a) the Governing Board may approve, enter into, and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any Affiliate, officer, director, employee, or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers,

directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board including a majority of the members then in office who are not Affiliates of any Person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion on terms fair and reasonable to the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other Person who is a party to the transaction;

(c) In the absence of fraud, a contract, act, or other transaction, made, done, or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer) is valid, and no advisor, Participant, Affiliate, member of the Governing Board, officer, employee, or agent of any of the foregoing (including but not limited to the Lead Participant) shall have any liability by reason of one or more of such Persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with such contract, act, or transaction or any party thereto provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act, or other transaction in writing; and

(d) any advisor, Participant, Affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, advisor, or employee of any Person have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation, or disposition of securities, investments, and funds for such Person's own account or for the account of other Person(s). No Person shall have any obligation to present to the Governing Board any investment opportunity that comes to him in any capacity other than solely as advisor, Lead Fiscal Officer, or Participant, even if such opportunity is of a character which, if presented to the Governing Board could be taken by the Governing Board.

**4.8. No Borrowing** - Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

## ARTICLE V

### Representations and Warranties

**5.1. District or Municipal Corporation** - Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

**5.2. Approvals** - Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

**5.3. Hearings, Referenda, and Consents** - Each Participant hereby represents and warrants to the other participants that it has, to the extent any general or special Law would require it to do so before performing by itself any function, power, or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

**5.4. Execution: Enforceability** - Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

**5.5. Accuracy of Certificates** - Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no known material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

## ARTICLE VI

### Covenants

**6.1. Source of Contributions** - Each Participant covenants that all contributions made to the Investment Property by it shall be from funds that it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

**6.2. Truth of Representations** - Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

**6.3. Resignation of Lead Participant** - The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

**6.4. Supplemental Information** - Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time become known to be incomplete or false or contain material misstatements of fact or omissions rendering it misleading (including but not limited to changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

**6.5. Not Money Market Fund** - No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a "Rule 2a-7- like money market fund" as that term is defined in 17 C.F.R. 270.2a-7.

## ARTICLE VII

### Participants

#### 7.1. General

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead Participant on behalf of the Participants in the proportion that the total amount of contributions made by that Participant bears to the total amount of contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in this Agreement, an information statement that shall include the following: (i) a brief history of this Agreement; (ii) a description of the organization and terms of this Agreement including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under this Agreement; (iii) a description of the investment objectives, policies, and practices contained in this Agreement including those pertaining to liquidity, methodology for determining Participants' interests, distribution of earnings, and calculation of yield; (iv) a description of the current investments held under this Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in this Agreement; and (vii) such other material statements that the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in such information statement.

**7.2. Admission** - Each Participant (including but not limited to the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda, and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead Participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

**7.3. Withdrawal** - Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead Participant may withdraw only upon at least ninety days' prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Balance be paid to such Participant. No withdrawal shall become effective until such Participant's Balance is equal to zero and until such time, such Participant shall continue to possess all the rights and be subject to all the obligations arising from this Agreement.

**7.4. Forced Withdrawal** - Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

## ARTICLE VIII

### Statements and Reports

**8.1. Market Valuation** - The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by this Agreement does not accurately reflect the value of Participants' interests in such investments. It is the express intent of the Governing Board to maintain the value of each Participant's interest in the Investment Property at a stable value of one dollar.

**8.2. Reports** - (i) The Governing Board shall, or shall cause the Administrator to, deliver to all Participants at least once a year a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to this Agreement including for each investment the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield, and weighted average maturity; (c) a list of the fees paid for all professional services procured under this Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investment Property made pursuant to this Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement and that audit shall be made in accordance with generally accepted auditing standards. A signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each Person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under this Agreement at the beginning and end of the month; and (c) an itemization of all investments held under this Agreement as of the end of the month including the market value of each investment as of that date.



## ARTICLE IX

### The Investment Advisor

**9.1. Appointment** - The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Policy. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

**9.2. Sub-Investment Advisors** - The Governing Board may also authorize the Investment Advisor to employ one or more sub-investment advisors from time-to-time. Any sub-investment advisor may perform such of the acts and services of the Investment Advisor and upon such terms and conditions as may be agreed upon between the Investment Advisor and such sub-investment advisor.

**9.3. Funds** - The Lead Participant shall cause the Custodian to establish a primary fund (the Government Fund) for the investment of Investment Property of the Participant's and a separate fund solely for investment of Investment Property of counties who wish to invest in Permitted Investments only available to county Participants. Each Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Investment Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant have approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate Investment Policy made as an exhibit to this Cooperative Investment Agreement titled "Exhibit - A" with the applicable number being inserted in the blank and discussed in an Information Statement to the Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Investment Agreement as described in Section 11.1. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperative Investment Agreement and the Investment Advisor Agreement shall apply to any such Funds.

**9.4. Special Subaccounts** - Notwithstanding anything in this Cooperative Investment Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Cooperative Investment Agreement. Such characteristics may include without limitation certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any Fund. Any special subaccount that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant with such subaccount. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Investment Agreement as Exhibit A or if a subaccount is created for a Government Fund, such investment

policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund, and in no case shall it be broader than the Investment Policy contained in Exhibit A hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of this Cooperative Investment Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

## ARTICLE X

### The Administrator

**10.1. Appointment** - The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under this Agreement and, consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board shall appoint an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other Person the services of whom are obtained by the Administrator, provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more Persons to serve jointly as co-administrators. The Administrator may also serve as the Investment Advisor and/or the Custodian.

**10.2. Successors** - In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1 and 11.2.

## ARTICLE XI

### Amendment and Termination

11.1. **Amendment** - This Agreement, including the Exhibits hereto, can be amended by the Participants from time-to-time as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.

(b) The Governing Board shall promptly, and in any event within five Business Days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.

(c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.

(d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

11.2. **Streamlined Steps for Certain Amendments** - The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Participant with another Participant consenting to serve as such, or to replace the Administrator or the Custodian, or to make related changes to this Agreement reasonably necessary or convenient to accommodate the Lead Participant, Administrator, or Custodian (such as, without limitation, changes to responsibilities and compensation) that are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian, or the Participant who is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) Business Days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

### 11.3. Termination

(a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if:

(i) at any time after the date hereof, there are fewer than two Participants; or

(ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 11.3:

(i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;

(ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer, and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up including but not limited to the power to fulfill or discharge obligations under the Service Agreements, collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more Persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities, and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants, and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

## ARTICLE XII

### Miscellaneous

**12.1. Governing Law** - This Agreement is executed by the Participant and delivered in the State of New York and with reference to the laws thereof and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the State of New York.

**12.2. Counterparts** - This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by and such original counterpart.

**12.3. Reliance On Third Parties** - Any Person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a Person who, according to the records maintained hereunder, appears to be a Governing Board member with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

**12.4. Provisions in Conflict with Law** - The provisions of this Agreement are severable and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable Laws, the Conflicting Provisions shall be deemed to have never constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to selection of the Lead Participant, election of Governing Board members, and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

**12.5. Gender: Section Headings**

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

**12.6. No Assignment** - No Participant may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

**12.7. No Partnership** - Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

**12.8. Construction of Powers** - In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

**12.9. Notice** - Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the Person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail, and (c) shall be deemed to have been given on the day of such mailing.

IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Lead Participant  
*Harold J. Porritt, Deputy County Executive*  
By: *Harold J. Porritt*

*for* Name: Stefan ("Steven") M. Neuhaus  
Title: County Executive



## EXHIBIT A

This Investment Policy restricts the portfolio to the following and such other investments as may be authorized in the future for Participants under New York State Law:

- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
- Obligations of the State of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district, or district corporation not participating in the cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
  1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
  2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by Section nine-r of the State Banking Law, for the account of Participants.
  3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the Federal deposit insurance corporation.
  4. The bank or trust company acts as custodian for Participants with respect to such certificates of deposit issued.
  5. At the same time that moneys are deposited and the certificates of deposit are issued for the account of Participants, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by Participants through the bank or trust company.
- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, credit-worthy banks and trust companies.
- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities that have a short term issuer credit rating (actual or imputed) of at least 'A-1' by S&P Global Ratings.

No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated 'A-1+' by S&P then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement) must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with Governing Board approved counterparties and third party custodians (acting for both the party and the counterparty). Written tri-party custodian agreements (in addition to The Bond Market Association standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed thirty (30) calendar days.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such in the tri-party custodian agreement:

U.S. Treasuries (Bills, Bonds , Notes, Strips ), GNMA I/II Others-Fixed Rate, and GNMA I/II Others-Adjust Rate.

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two to five Business Days: A maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five Business Days: A maximum of 5% of the portfolio.
- TRAs shall not exceed thirty (30) calendar days.

TRAs shall fulfill all requirements of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between Participants and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the Margin) of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between the Governing Board and its professionals and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply additional Purchased Securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next Business Day.

- The maximum final maturity per fixed rate security fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.

### INVESTMENTS FOR COUNTIES ONLY:

(i) General obligation bonds and notes of any other state other than New York State provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the State Comptroller;

(ii) obligations of any corporation organized under the laws of any state in the United States maturing within 270 days, provided that such obligations receive the highest rating of two independent rating services designated by the State Comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the State Comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than \$250,000,000 may be invested in such obligations of any one corporation; or

(iii) bankers' acceptances maturing within 270 days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in clause (ii). Provided, however that no more than \$250,000,000 may be invested in such bankers' acceptances of any one bank or trust company; or

(iv) obligations of, or instruments issued by or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal home loan mortgage corporation and the United States postal service, provided, however, that no more than \$250,000,000 may be invested in such obligations of any one agency.

(v) no-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations of issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than \$250,000,000 may be invested in such funds.



# NY MuniTrust<sup>®</sup> Local Government Investment Pool

Prepared for: Town of Canandaigua

As of March 31, 2024

BNY Mellon Securities Corporation (BNYMSC), a registered broker-dealer, is a distributor for NY MuniTrust. Securities are offered by BNYMSC. Dreyfus is a division of Mellon Investments Corporation (MIC), a registered investment adviser. BNYMSC, BNY Mellon Investment Servicing (US) Inc., The Bank of New York Mellon, and MIC are subsidiaries of The Bank of New York Mellon Corporation.

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Not FDIC Insured. Not Bank Guaranteed. May Lose Value.



# A POWERFUL PARTNERSHIP

NY MUNITRUST | BNY MELLON | DREYFUS

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# Why Invest with Us?



- NY MuniTrust®, a local government Investment Pool, was developed to support public entities' liquidity needs in the state of New York.
- NY MuniTrust consists of two separate investment funds:
  - **NY MuniTrust Excelsior Fund**  
Exclusive for counties
  - **NY MuniTrust Empire Fund**  
For municipal corporations, including counties not within the City of New York, school districts, Boards of Cooperative Educational Services, cities, towns, villages, and special districts, including fire districts.



- BNY Mellon, headquartered in New York, has been a premier global investments organization for 240 years. BNY Mellon is dedicated to helping clients manage and service their financial assets throughout the investment life cycle.
- BNY Mellon provides a comprehensive suite of services to NY MuniTrust including liquidity management, custody, fund accounting, recordkeeping, and client servicing for the Investment Pool.
- \$2.0 trillion in assets under management<sup>1</sup>
- \$48.8 trillion – BNY Mellon's Investment Services assets under custody and/or administration<sup>1</sup>
- Ranked among the highest debt ratings for financial firms globally<sup>2</sup>



- Leveraging 50 years of experience, Dreyfus<sup>3</sup> is a leading and innovative liquidity solutions provider.
- Dreyfus provides investment management and BNY Mellon Securities Corporation is the distributor for NY MuniTrust.
- # 8 largest institutional cash manager<sup>4</sup>
- \$385.6 billion in assets under management<sup>5</sup>
- Recognized as the Center of Excellence for Liquidity Solutions within BNY Mellon
- FINRA Registered Sales Representatives



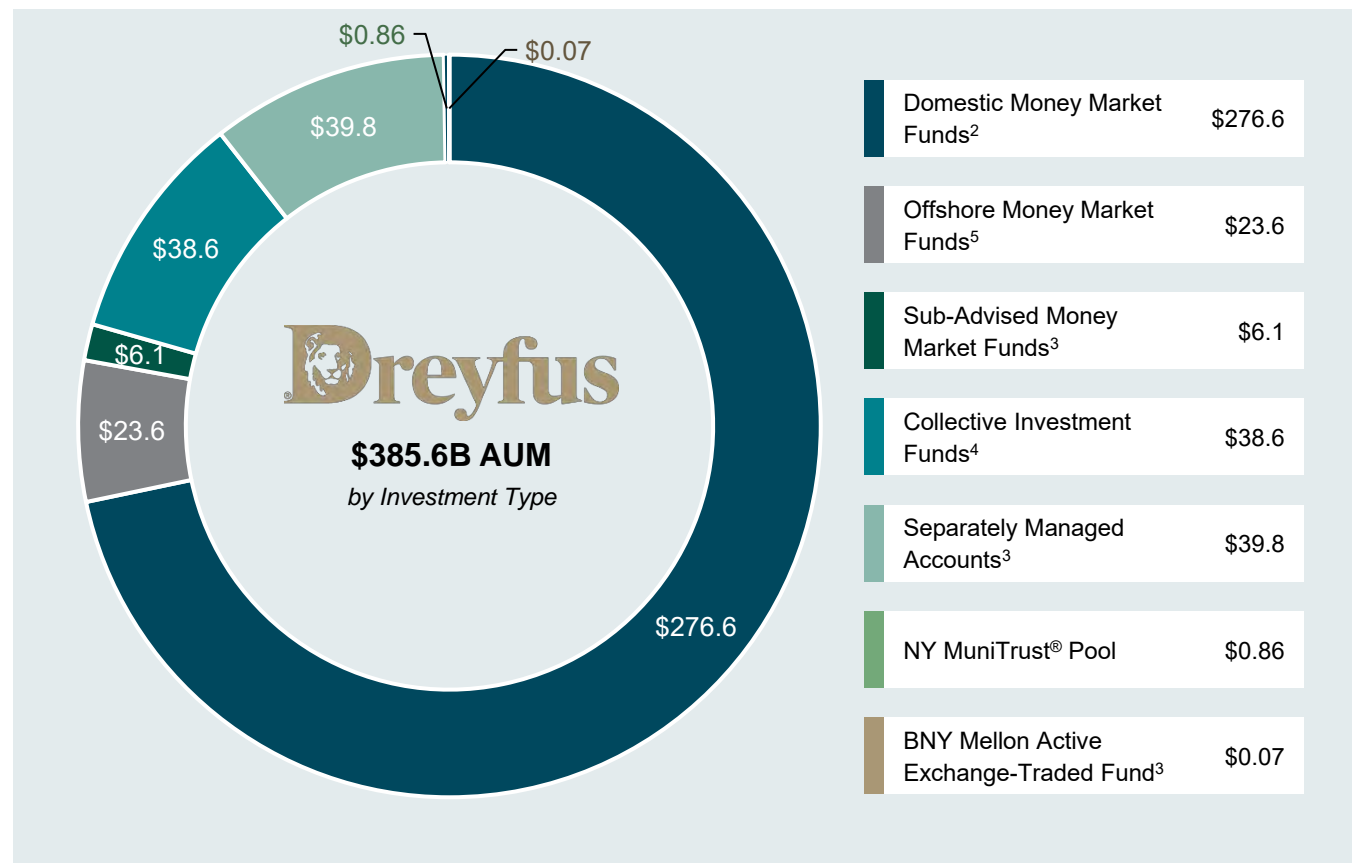
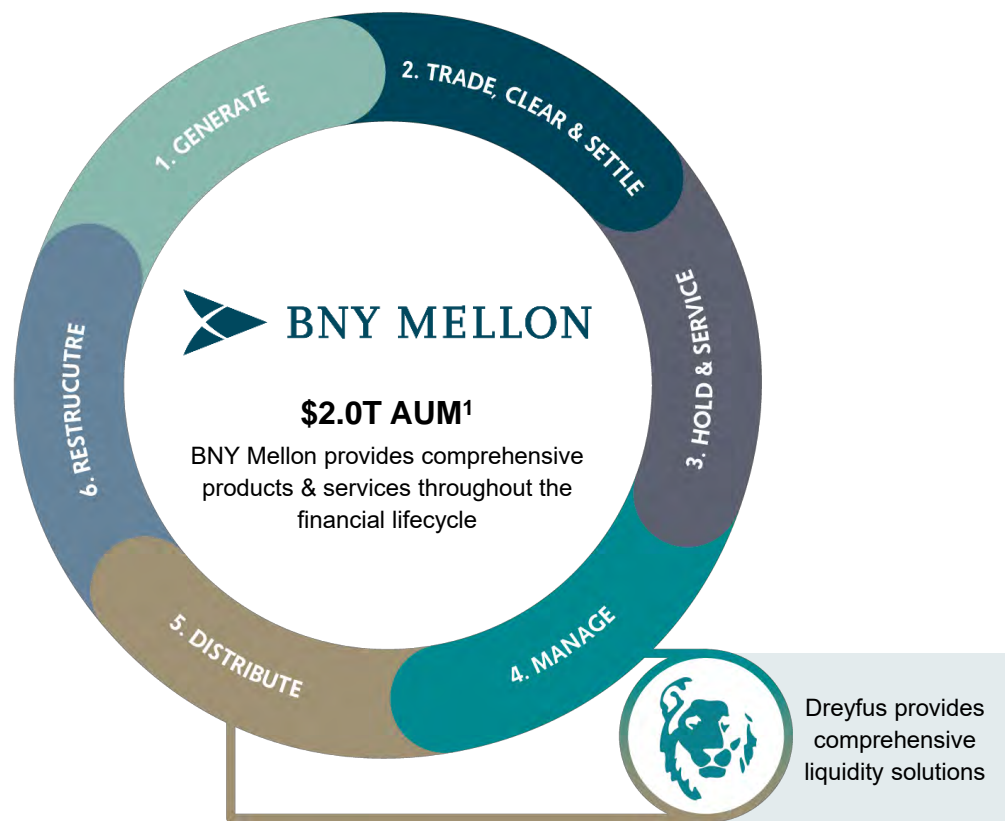
- NY MuniTrust has endorsement relationships with:
  - The New York State Association of Counties (NYSAC)
  - The National Association of Counties (NACo).
- These associations both serve as advocates for public entities in New York State and work to provide them with the best resources available to face challenges and improve the wellbeing of their communities and their taxpayers.

<sup>1</sup>Source: BNY Mellon as of March 31, 2024. BNY Mellon can act as a single point of contact for clients looking to create, trade, hold, manage, service, distribute or restructure investments. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation (NYSE: BK). <sup>2</sup>BNY Mellon's ratings are not recommendations to buy, sell, or hold its common stock. Each rating is subject to revision or withdrawal at any time by the assigning rating organization and should be evaluated independently of the other ratings. Current ratings for The Bank of New York Mellon Corporation and its principal subsidiaries are posted at <https://www.bnymellon.com/us/en/investor-relations/bondholder-information.html>. Applicable to U.S. financial firms with long-term senior debt and/or long-term deposits. <sup>3</sup>Dreyfus is a division of Mellon Investments Corporation (MIC), a registered investment adviser and subsidiary of BNY Mellon. <sup>4</sup>Crane Data, March 2024. Dreyfus does not pay Crane Data any compensation to achieve this rating. <sup>5</sup>Source: MIC as of March 31, 2024. See Additional Information in Disclosure Statements. [529325]

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# BNY Mellon: Powering the Financial World

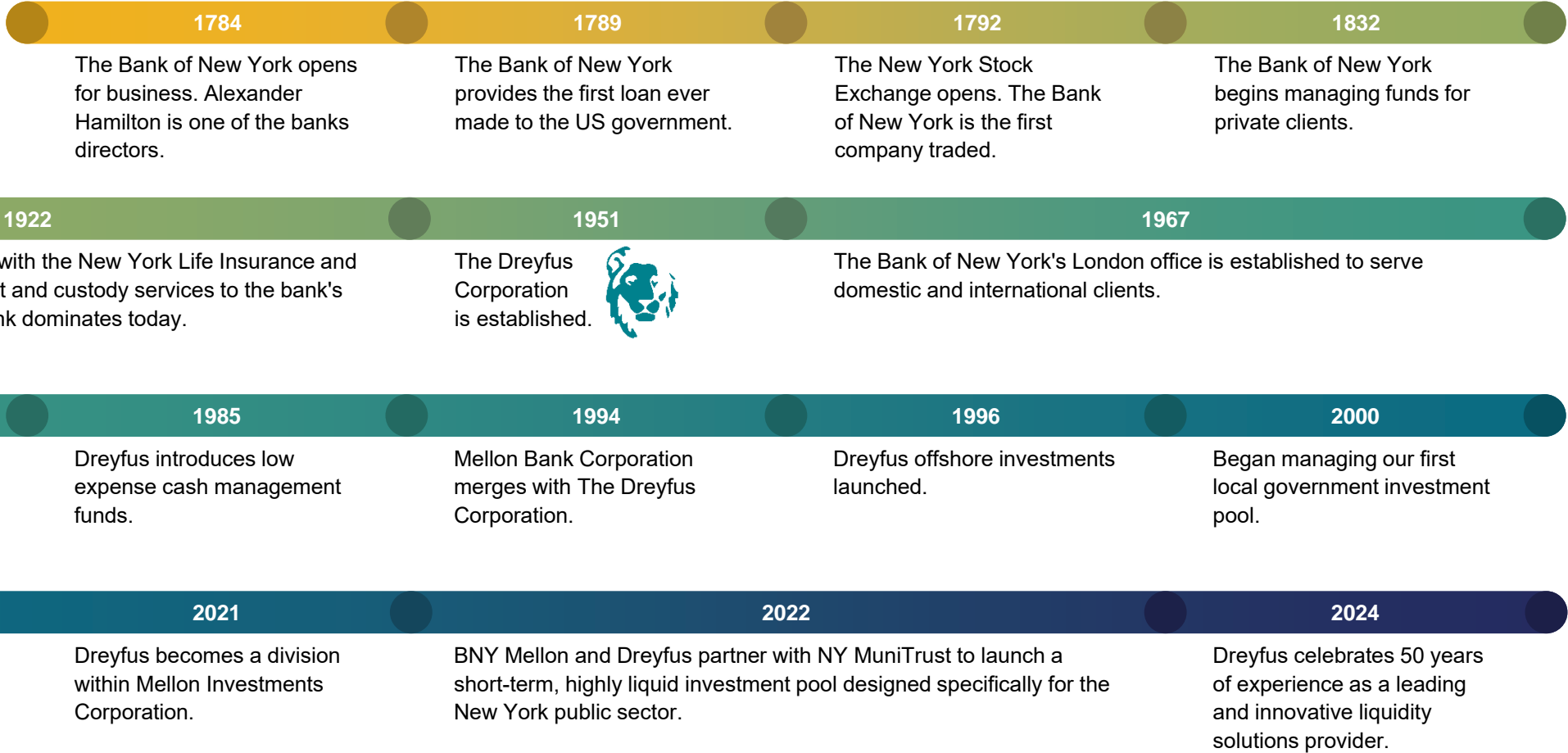
As of March 31, 2024



<sup>1</sup>Source: BNY Mellon as of March 31, 2024. <sup>2</sup>Dreyfus money market mutual funds are structured within the confines of Rule 2a-7 of The Investment Company Act of 1940, as amended, and are managed by Dreyfus, a division of Mellon Investments Corporation (MIC), a registered investment adviser. <sup>3</sup>Sub-Advised funds and separately managed accounts are managed by MIC. <sup>4</sup>Collective Investment Funds (CIFs) are maintained by The Bank of New York Mellon (the Bank). Employees of MIC manage the assets of CIFs in their capacity as dual officers of the Bank and MIC. <sup>5</sup>The offshore money market funds are not available to U.S. Persons (as described in the Prospectus) and may only be offered and sold in accordance with Regulation S under the U.S. Securities Act of 1933. Variations in totals due to rounding. See Additional Information in Disclosure Statements. [529325]

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# Celebrating 240 Years and Looking Ahead



See Additional Information in Disclosure Statements. [529325]

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# NY MuniTrust<sup>®</sup> Excelsior & Empire Fund Features

	NY MuniTrust Excelsior Fund (Counties Only)	NY MuniTrust Empire Fund (Other Public Entities)
<b>Fund Code</b>	4701	4702
<b>Credit Rating Agency</b>	S&P AAAM <sup>1</sup>	S&P AAAM <sup>1</sup>
<b>Trading Deadline</b>	12:00 p.m. ET	12:00 p.m. ET
<b>Minimum Investment</b>	\$100K	\$50K
<b>Dividend Policy</b>	Declared daily / paid monthly	Declared daily / paid monthly
<b>Settlement</b>	Wire (same day), ACH (T+3)	Wire (same day), ACH (T+3)
<b>Investment Adviser</b>	Dreyfus	Dreyfus
<b>Distributor/Servicing Agent</b>	BNY Mellon Securities Corporation	BNY Mellon Securities Corporation
<b>Custodian, Fund Accounting &amp; Administration, and Recordkeeping</b>	The Bank of New York Mellon	The Bank of New York Mellon
<b>Investment Guidelines</b>	The fund is limited to counties established within the state of New York and may use the recently expanded New York State General Municipal Law (GML) investment guidelines, including the ability to invest in highly rated commercial paper and money market mutual funds.	The fund adheres to New York State GML investment laws and is available to all eligible municipal corporations organized under NY State Law including counties not within the City of New York, school districts, Boards of Cooperative Educational Services, cities, towns, villages, and special districts, including fire districts.
<b>Lead Participant</b>	Orange County NY	Orange County NY
<b>Customer Service Team</b>	BNY Mellon Institutional Services	BNY Mellon Institutional Services

<sup>1</sup>A AAAM rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of the fund as well as the strengths and weaknesses of the fund's management including credit research, risk management and internal controls to limit exposure to loss. AAAM is the highest principal stability fund rating assigned by S&P Global Ratings. Ratings are subject to change and do not remove market risk. S&P Global Ratings is neither associated nor affiliated with the fund. Fund ratings are statements of opinion, not statements of fact or recommendations to buy, sell or hold the shares of a fund. Standard & Poor's (S&P) believes that, with a Principal Stability Rating of AAAM, the fund has an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. For more information on the rating methodology visit [www.standardandpoors.com](http://www.standardandpoors.com). ACH = Automated Clearing House. See Additional Information in Disclosure Statements. [529325]

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# NY MuniTrust<sup>®</sup>

Offers Two Investment Funds 100% for New York

	Primary Investments				
	Treasury Instruments <sup>2</sup>	Agency Instruments <sup>3</sup>	Repurchase Agreements	Tier One US Commercial Paper <sup>4</sup>	Government Money Market Mutual Funds
Excelsior Fund	●	●	●	●	●
Empire Fund	●		●		

Investments are permissible under the New York State General Municipal Law (GML)<sup>1</sup>

<sup>1</sup>There are other investments permitted. Please see the Investment Policy Statement for details. <sup>2</sup>Includes US Treasury Bills, US Treasury Notes (fixed and floating). <sup>3</sup>Includes agency discount notes and US agency debentures. <sup>4</sup>Includes commercial paper of foreign entities that are incorporated in the US. See Additional Information in Disclosure Statements. [28360]

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# The Case for a Local Government Investment Pool (LGIP)

Considerations	LGIPs	US Treasuries	Bank Deposits	2a-7 Money Market Funds (Counties Only)
<b>Access to Cash</b>	<ul style="list-style-type: none"> <li>Same day</li> <li>Trading Deadline 12:00 PM ET</li> </ul>	<ul style="list-style-type: none"> <li>Same day</li> </ul>	<ul style="list-style-type: none"> <li>Varies depending on deposit type</li> </ul>	<ul style="list-style-type: none"> <li>Same day</li> <li>Trading Deadlines Vary by Fund</li> </ul>
<b>Status</b>	<ul style="list-style-type: none"> <li>Shareholder status</li> <li>Board represents investors</li> </ul>	<ul style="list-style-type: none"> <li>Full Ownership</li> </ul>	<ul style="list-style-type: none"> <li>Depositor</li> </ul>	<ul style="list-style-type: none"> <li>Shareholder status</li> <li>Board represents investors</li> </ul>
<b>Principal Preservation</b>	<ul style="list-style-type: none"> <li>Stable NAV (dollar in, dollar out)</li> <li>Up to 5% issuer concentration</li> <li>Rigorous risk management process</li> <li>Follow S&amp;P liquidity constraints to maintain rating</li> <li>Investments permissible under New York State General Municipal Law (GML)</li> <li>Diversified group of counterparties</li> </ul>	<ul style="list-style-type: none"> <li>Subject to Market Price Fluctuation</li> <li>No flexibility in timing of gains/losses</li> <li>Inflation can erode the purchasing power of returns</li> </ul>	<ul style="list-style-type: none"> <li>Typically, unsecured risk beyond FDIC limit (except collateralized deposits for public entities)</li> <li>Operational constraints can limit diversification and/or amounts (CDARS<sup>1</sup>)</li> <li>Single counterparty</li> </ul>	<ul style="list-style-type: none"> <li>Floating NAV in 2016 for Prime and Muni institutional investment</li> <li>No flexibility in timing of gains/losses.</li> <li>No constraints on sector/country diversification</li> <li>Up to 5% issuer concentration</li> <li>Diversified group of counterparties</li> </ul>
<b>Liquidity</b>	<ul style="list-style-type: none"> <li>No liquidity fees/gates</li> <li>Liquid securities in the secondary market</li> <li>Detailed monitoring and strict adherence to liquidity restrictions by S&amp;P to maintain A+ Rating</li> <li>Tier 2 securities limited to 5%</li> </ul>	<ul style="list-style-type: none"> <li>Liquid Market</li> <li>Subject to Commissions or Broker Dealer Mark if Self Traded</li> </ul>	<ul style="list-style-type: none"> <li>Limited liquidity in CDs/CDARS</li> </ul>	<ul style="list-style-type: none"> <li>Board or regulators can force liquidity fees/gates if liquidity falls below minimum</li> <li>Detailed monitoring and strict adherence to liquidity restrictions by S&amp;P to maintain A+ Rating</li> <li>Tier 2 securities limited to 5%</li> </ul>
<b>Yield/Expected Return</b>	<ul style="list-style-type: none"> <li>Competitive and transparent fee structure</li> <li>Solutions capitalize on structural inefficiencies of market</li> <li>Potential for alpha generation</li> </ul>	<ul style="list-style-type: none"> <li>Limited Yield Curve Exposure</li> <li>Lost Opportunity Cost by not Investing in Higher Return Products</li> <li>T-Bills do not provide periodic interest payments</li> <li>Risk Free Investment Return Limit</li> </ul>	<ul style="list-style-type: none"> <li>Limited transparency on real cost/yields (earned credit Rates)</li> </ul>	<ul style="list-style-type: none"> <li>Explicit but typically higher fee structure</li> <li>Fee waivers could be lifted when/if Fed raises target rate</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Full portfolio/holding transparency</li> <li>Yields posted daily on website</li> </ul>	<ul style="list-style-type: none"> <li>Single Security Selection</li> <li>Current Yields Readily Available</li> </ul>		<ul style="list-style-type: none"> <li>Month-end holdings reported at T+5 (Form N-MFP)</li> </ul>

<sup>1</sup>CDARS = Certificate of Deposit Account Registry Service. US-registered money market mutual funds comply with Rule 2a-7 under the Investment Company Act of 1940, as amended, which provides specific requirements for “money market” funds with respect to diversification, quality, liquidity, maturity, valuation and other investment and operational parameters. An investment in any mutual fund, including any money market fund, is not a deposit of any bank, and is not insured or guaranteed by any bank, the FDIC or any other US governmental agency. Although a US-registered money market mutual fund seeks to preserve the value of the participants’ investments at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. Please also note that the proposed product described in this presentation is not a US-registered money market mutual fund and is not subject to the constraints imposed by Rule 2a-7. A rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of a fund as well as the strengths and weaknesses of a fund’s management including credit research, risk management and internal controls to limit exposure to loss. AAAM is the highest principal stability fund rating assigned by S&P Global Ratings. Ratings are subject to change and do not remove market risk. S&P Global Ratings is neither associated nor affiliated with any fund in this presentation. Fund ratings are statements of opinion, not statements of fact or recommendations to buy, sell or hold the shares of a fund. For more information on the rating methodology visit [www.standardandpoors.com](http://www.standardandpoors.com). See Additional Information in Disclosure Statements. [529325]

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# BNY Mellon Institutional Services

- The BNY Mellon Institutional Services team provides dedicated expert client service and operational support to our clients invested in the NY MuniTrust Local Government Investment Pool.
- The team acts as a liaison between our clients, the Fund's Transfer Agent and other internal departments in an effort to maintain outstanding client service/operational support and enhance the client experience.
- Responsibilities range from account onboarding, client inquiries, reporting and transaction processing.
- The team provides access and support to NY MuniTrust clients who trade via our proprietary money market fund trading portal, BNY Mellon Active Advisor web portal.
- Average length of service of more than 22 years<sup>1</sup>.
- All FINRA licensed. (FINRA and MSRB rules require licenses to offer municipal fund securities)

## Contact Us

### Customer Service

BNY Mellon Institutional Services  
1 (833) NYS-MUNI  
LGIPService@bnymellon.com

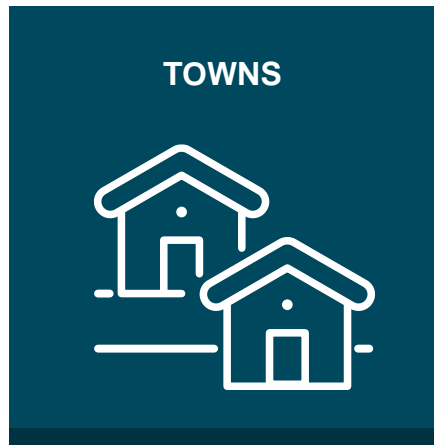
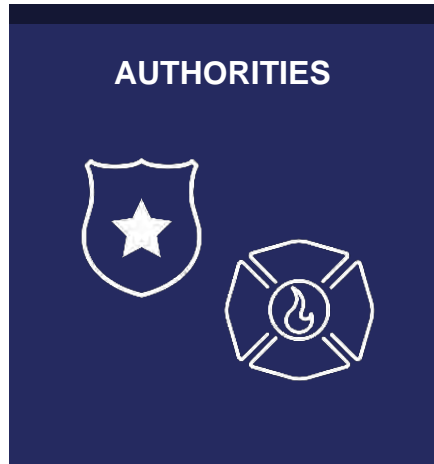
### Hours of Operation

Monday to Friday  
8:30 a.m. – 5:00 p.m. ET

<sup>1</sup>As of March 31, 2024. FINRA = Financial Industry Regulatory Authority. MSRB = Municipal Securities Rulemaking Board. The Bank of New York Mellon (BNY Mellon), serves as custodian bank for the Pools. The custodian is responsible for holding in a separate account all investment securities and money for the Pool. BNY Mellon Investment Servicing (US), Inc. (BNYMIS) is the Pool's recordkeeper (Transfer Agent) and dividend disbursing agent. In this role, BNYMIS maintains participant account records for the Pools and handles the payment of dividends and distributions payable by the Pools. BNYMIS is a wholly-owned subsidiary of The Bank of New York Mellon. See Additional Information in Disclosure Statements. [529325]

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# Public Sector Entities Eligible to Invest in NY MuniTrust<sup>®</sup>



<sup>1</sup>Not within the City of New York. <sup>2</sup>Boards of Cooperative Educational Services. <sup>3</sup>Must be owned by a county, town, city or village to be eligible. See Additional Information in Disclosure Statements. [28527]

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# Investment Team

# Our Investment Team

## CHIEF INVESTMENT OFFICER

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**John Tobin**  
Chief Investment Officer, Dreyfus

## PORTFOLIO MANAGER

---



**Frank Gutierrez**  
Director, Head of Portfolio Management & Trading

## PORTFOLIO MANAGER

---



**Stephen Murphy, CFA**  
SVP, Senior Portfolio Manager

## PORTFOLIO MANAGER

---



**John Hosa, Jr. CFA**  
SVP, Senior Portfolio Manager

## PORTFOLIO MANAGER

---



**Anthony Honko**  
VP, Portfolio Manager

## PORTFOLIO MANAGER

---



**Sara Cummins**  
VP, Portfolio Manager

## PORTFOLIO MANAGER

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**Amy Lowen**  
VP, Portfolio Manager

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**Learn More**



## Learn More

NY MuniTrust

[www.nymunitrust.com](http://www.nymunitrust.com)



## Sales Contacts



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SVP, Business Development

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Series 6, 7, 24, 53, and 63



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FINRA Licenses:  
Series 6, 7, 52, and 63

FINRA & MSRB rules require licenses to offer municipal fund securities

CIMA = Chartered Institute of Management Accountants. FINRA = Financial Industry Regulatory Authority. [www.brokercheck.finra.org](http://www.brokercheck.finra.org). FINRA BrokerCheck is a free, online tool that helps individuals research brokers, investment firms, and financial advisers. Investors can obtain a variety of information, including descriptions, services offered, credentials, sanctions, and registrations, that may be helpful in the selection and vetting of an individual financial advice provider or brokerage firm. MSRB = Municipal Securities Rulemaking Board. See Additional Information in Disclosure Statements. [28762]

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# Appendix

# Document Resources

## Product Sheet

**About NY MuniTrust?**

**Business Statement**

**Why Invest with NY MuniTrust?**

**Key Features**

**Investment Objectives**

**Assets**

**Management**

**Investment Approach**

**Investment Strategy**

**Investment Process**

**Investment Performance**

**Investment Risk**

**Investment Fees**

**Investment Expenses**

**Investment Risks**

**Investment Objectives**

**Assets**

**Management**

**Investment Approach**

**Investment Strategy**

**Investment Process**

**Investment Performance**

**Investment Risk**

**Investment Fees**

**Investment Expenses**

**Investment Risks**

## Empire Fund Fact Sheet

**NY MuniTrust Empire Fund**

**February 29, 2024**

**Assets**

**Liabilities**

**Net Assets**

**Investment Objectives**

**Assets**

**Management**

**Investment Approach**

**Investment Strategy**

**Investment Process**

**Investment Performance**

**Investment Risk**

**Investment Fees**

**Investment Expenses**

**Investment Risks**

## Excelsior Fund Fact Sheet

**NY MuniTrust Excelsior Fund**

**February 29, 2024**

**Assets**

**Liabilities**

**Net Assets**

**Investment Objectives**

**Assets**

**Management**

**Investment Approach**

**Investment Strategy**

**Investment Process**

**Investment Performance**

**Investment Risk**

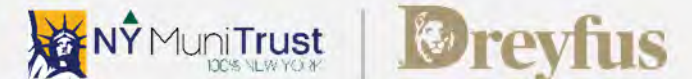
**Investment Fees**

**Investment Expenses**


**Investment Risks**

For the latest documents, please visit <https://nymunitrust.com/document-info-center/>

Facsimiles are provided for illustrative purposes and are not indicative of the past or future performance. See Additional Information in Disclosure Statements. [529325]  
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A Statewide Investment Pool For Local Governments

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### NY MuniTrust®?

NY MuniTrust is a short-term, highly liquid investment pool designed specifically for the public sector. It is designed to seek as high a level of current income that is consistent with the preservation of capital and the maintenance of daily liquidity for any municipal corporation consisting of counties, cities, towns, villages, school districts, special districts, and boards of cooperative educational services.

NY MuniTrust offers two separate investment funds: the Excelsior Fund is for NY Counties only, the Empire Fund is open to all municipal corporations.

BNY Mellon and Dreyfus, both headquartered in New York, support NY MuniTrust by providing custody, fund accounting, record keeping, client servicing, distribution, and investment management for the investment pool. NY MuniTrust is complemented with endorsements from two of the state's leading advocates for public sector entities, the New York State Association of Counties and the National Association of Counties.

Manage My Account Investment Options

INVESTMENT OPTIONS

### 1 Benefit. 2 Unique Funds.

#### Excelsior Fund

1 Day Yield: 3.85%  
As of 11/26/22

- Tailored To County Governments Specifically
- Utilizes Updates Made To General Municipal Law (GML)
- Investment Guidelines For Counties
- AAAm Rated By S&P. The Highest Principal Stability Fund Rating Assigned By S&P Global Ratings.
- Fully Invested Each Night To Maximize Yield Potential
- Sound Investment Option With Daily Liquidity
- Interest Dividend Declared Daily And Paid Monthly
- Trading Deadline - 12:00pm EST
- Minimum Investment - \$100K

Register

#### Empire Fund

1 Day Yield: 3.76%  
As of 11/26/22

- Available To Counties Not Within The City Of New York, School Districts, Boards Of Cooperative Educational Services, Cities, Towns, Villages, And Special Districts, Including Fire Districts
- AAAm Rated By S&P. The Highest Principal Stability Fund Rating Assigned By S&P Global Ratings.
- Fully Invested Each Night To Maximize Yield Potential
- Sound Investment Option With Daily Liquidity
- Interest Dividend Declared Daily And Paid Monthly
- Trading Deadline - 12:00pm EST
- Minimum Investment - \$50K

Register

A "AAAm" rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of the fund as well as the strengths and weaknesses of the fund's management including credit research, risk management and internal controls to limit exposure to loss. Ratings are subject to change and do not remove market risk.

More Rate Information

NEWS & ARTICLES



**NYSAC Endorses NY MuniTrust®**

NEW YORK STATE ASSOCIATION OF COUNTIES (NYSAC) ENDORSES NY MUNISTRUST'S RECENTLY LAUNCHED LOCAL GOVERNMENT INVESTMENT POOL (LGP).

Read More



**NY MuniTrust Assigned 'AAAm' Principal Stability Fund Ratings**

S&P Global Ratings today said it assigned its 'AAAm' principal stability fund rating (PSFR) to two sub-funds of the NY MuniTrust.

Read More

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### Relationship Team




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More About Michelle

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# Investment Philosophy

We seek to deliver a consistent balance of low volatility of principal, high liquidity & yield

## EXPERTISE

- Seeking consistent risk-adjusted performance requires top-down and bottom-up analysis to identify best investment opportunities.
- Our team of investment professionals evaluate both quantitative and fundamental factors to determine relative risk and value perspectives at both the sector and security level.



## COMPETITIVE YIELD

- We seek to deliver competitive performance commensurate with prudent risk management.
- We look to offer a solution to diversify your cash portfolio with the potential to enhance overall yield.



## BALANCE

- We strive for the optimal balance of low volatility, high liquidity and return.
- Our investment professionals evaluate opportunities across all significant markets to meet investment objectives in a consistent, repeatable manner.



## RISK MANAGEMENT

- We believe our quantitative risk approach and methodology ensures portfolios are managed within stated risk guidelines.
- Our investment team's rigorous risk management and credit research focuses on reducing systematic and idiosyncratic risk across our cash strategies.



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# Disclosures

# Disclosures

**Investors should consider the investment objectives, risks, charges, and expenses of the Funds carefully prior to investing. Investment in the Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although the Funds seek to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in the Funds.**

This material is a general summary of some of the basic features of the NY MuniTrust® Local Government Investment Pool ("LGIP" or "Pool"), is for informational purposes only, and should not be construed as investment advice or a recommendation of any security. For a more complete understanding of Fund specific features, please refer to the NY MuniTrust Information Statement available from the LGIP or its distribution agents.

The Pool is an intermunicipal agreement (IMA) created through a municipal cooperation agreement (Municipal Cooperation Agreement) made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), dated as of February 1, 2022 by and among Orange County (Lead Participant) and each district and municipal corporation, as defined in the Act, that enters into the Municipal Cooperation Agreement hereof (collectively, together with the County of Orange, the Participants).

**Risks Considerations:** Investments in the Funds involve investment risks, including the possible loss of principal. Market risk is the potential for a decline in the market value of a debt instrument and may be affected by a change in interest rates, political, regulatory, economic and social developments. Interest rate risk refers to the decline in the prices of fixed income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the Fund's ability to maintain a stable net asset value. Very low or negative interest rates may magnify interest rate risk. In addition, a low interest rate environment may prevent the Fund from providing a positive yield or paying Fund expenses out of Fund assets and could impair the Fund's ability to maintain a stable net asset value. Credit risk is the possibility that the issuer of a bond or other security will fail to make timely payments of interest and principal. The credit risk associated with each Fund within the Pool, therefore, depends on the credit quality of the underlying debt instruments held by that Fund. In the event of a payment default on a debt instrument held in a Fund, the investment return on the Fund within the Pool that owns the investment in default will be adversely affected and, in some cases, the Fund could experience a loss of principal. Liquidity risk is the potential for there not to be a ready market for the securities in which the Fund invests. Lack of ready markets could prevent the Fund from selling securities to provide cash to meet liquidity needs, including amounts required for timely payment of withdrawals requested by participants.

BNY Mellon and NY MuniTrust® are unaffiliated companies.

BNY Mellon Securities Corporation, a registered broker-dealer, is a distributor for the NY MuniTrust. BNYMSC, BNY Mellon Investment Servicing (US) Inc., The Bank of New York Mellon, and Mellon Investments Corporation are subsidiaries of The Bank of New York Mellon Corporation.

**NOT FDIC-INSURED. NOT BANK GUARANTEED. MAY LOSE VALUE.**

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For New York Municipal Institutional Investors Only | Not For Use with Retail Investors







**NY MuniTrust**  
100% NEW YORK

**INFORMATION STATEMENT ENCLOSED FOR  
EXCELSIOR FUND  
EMPIRE FUND**

**FOR NEW YORK MUNICIPAL INSTITUTIONAL INVESTORS ONLY.  
NOT FOR USE WITH RETAIL INVESTORS.**

**NOT PART OF THE INFORMATION STATEMENT — SEE INSIDE  
FOR INFORMATION STATEMENT.**



# Information Statement

Effective Date: October 11, 2022

The NY MuniTrust® Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges, and expenses associated with this or any security prior to investing. Investment in NY MuniTrust is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although NY MuniTrust seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in NY MuniTrust. For further information please contact BNY Mellon Securities Corporation at 1 (833) NYS-MUNI. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

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This Information Statement is designed to set forth concisely the information you should know about the NY MuniTrust (the Pool) before you invest. It should be retained for future reference. A Statement of Investment Policy, summarized under the Investment Strategy and Guidelines, contains additional information about the management and operation of the Pool and is incorporated by reference into this Information Statement.

No person or entity has been authorized to give any information or to make any representations other than those contained in this Information Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the Pool, the Board, the Administrator, the Distributor, the Investment Adviser, the Custodian, or any agent of the foregoing.

## Objective

NY MuniTrust (hereafter referred to as the Pool) is a short-term, highly liquid investment Pool designed specifically for the public sector. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to seek as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity. Participation is available to any municipal corporation consisting of counties not within the City of New York, school districts, Boards of Cooperative Educational Services, cities, towns, villages, and special districts, including fire districts.

The Pool is created through a Municipal Cooperation Agreement made pursuant to New York General Municipal Law, Articles 3-A and 5- G (collectively, the Act), dated as of February 1, 2022, by and among Orange County (Lead Participant) and each municipal corporation, as defined in the Act, that enters into the Municipal Cooperation Agreement (collectively, together with the County of Orange, the Participants). Each Participant is a municipal corporation as defined in Section 119-n of the Act.

Participants in the Pool own pro rata interests in the underlying assets of the Fund in which they participate. A Participant's sole source of payment from its investment in the Pool is the market value of such assets; although the Pool seeks to preserve the value of a Participant's investment, it is possible to lose money by investing in the Pool.

**Safety of Principal** — The Pool invests cooperative funds only in securities that are legal for public funds investment in New York. These restrictions are further stated in the Investment Strategy and Guidelines section. Each Fund within the Pool will be valued at amortized cost, which does not take into account unrealized gains or losses. Pool investments will be diversified among a number of individual issues of securities maturing at different times.

**Maximize Yield and Total Return Potential** — With larger amounts of money to invest, the Pool can purchase securities in large denominations, thereby improving yield potential and reducing transaction costs. These strategies, together with the investment advice of professional portfolio managers (see Organization), are designed to maximize the total return potential of each Fund within the Pool.

# Investment Strategy and Guidelines

## NY MuniTrust Excelsior Fund

In all its investments, the NY MuniTrust Excelsior Fund seeks to maximize, liquidity, convenience, and competitive rates of return. The portfolio strategy seeks to be fully invested each night to maximize yield potential.

**The Excelsior Fund is limited to Counties established within the state of New York. No other municipal corporation is eligible to participate in the Excelsior Fund.**

The Investment Policy restricts the portfolio to the following and such other investments as may be authorized in the future for Participants under New York State Law:

Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.

- Obligations of the state of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district, or district corporation not participating in the cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the state of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
  1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
  2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by Section nine-r of the State Banking Law, for the account of Participants.
  3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the Federal deposit insurance corporation.
  4. The bank or trust company acts as custodian for Participants with respect to such certificates of deposit issued.
  5. At the same time that moneys are deposited and the certificates of deposit are issued for the account of Participants, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by Participants through the bank or trust company.

- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, credit-worthy banks and trust companies.
- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities that have a short-term issuer credit rating (actual or imputed) of at least 'A-1' by S&P Global Ratings.

No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated 'A-1 +' by S&P then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement) must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with Governing Board approved counterparties and third-party custodians (acting for both the party and the counterparty). Written tri-party custodian agreements (in addition to The Bond Market Association standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed thirty (30) calendar days.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such in the tri-party custodian agreement:

U.S. Treasuries (Bills, Bonds , Notes, Strips), GNMA 1/11 Others-Fixed Rate, and GNMA 1/11 Others-Adjust Rate.

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two to five Business Days: A maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five Business Days: A maximum of 5% of the portfolio.
- TRAs shall not exceed thirty (30) calendar days.

TRAs shall fulfill all requirements of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between Participants and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the Margin) of the aggregate Purchase Price of the Purchased Securities, excluding cash as collateral.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between the Governing Board and its professionals and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply

additional Purchased Securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next Business Day.

- The maximum final maturity per fixed rate security fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.
- General obligation bonds and notes of any other state other than New York State provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the State Comptroller.
- Obligations of any corporation organized under the laws of any state in the United States maturing within 270 days, provided that such obligations receive the highest rating of two independent rating services designated by the State Comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the State Comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than \$250,000,000 may be invested in such obligations of any one corporation; or
- Bankers' acceptances maturing within 270 days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in clause (ii). Provided, however that no more than \$250,000,000 may be invested in such bankers' acceptances of any one bank or trust company: or
- Obligations of, or instruments issued by or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal home loan mortgage corporation and the United States postal service, provided, however, that no more than \$250,000,000 may be invested in such obligations of any one agency.

- No-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations of issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than \$250,000,000 may be invested in such funds.

A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of the fund as well as the strengths and weaknesses of the fund's management including credit research, risk management and internal controls to limit exposure to loss. Ratings are subject to change and do not remove market risk.

**NY MuniTrust Empire Fund**

In all its investments, the NY MuniTrust Empire Pool seeks to maximize liquidity, convenience, and competitive rates of return. The portfolio strategy is to be fully invested each night to maximize yield potential.

**Participation in the Empire Fund is available to any municipal corporation empowered under New York State Statutes including counties not within the City of New York, school districts, Boards of Cooperative Educational Services, cities, towns, villages, and special districts, including fire districts.**

This Investment Policy restricts the portfolio to the following and such other investments as may be authorized in the future for Participants under New York State Law:  
Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.

- Obligations of the state of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district, or district corporation not participating in the cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the state of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
  1. The moneys are invested through a bank or trust company located and authorized to do business in New York.



2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by Section nine-r of the State Banking Law, for the account of Participants.
  3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the Federal deposit insurance corporation.
  4. The bank or trust company acts as custodian for Participants with respect to such certificates of deposit issued.
  5. At the same time that moneys are deposited and the certificates of deposit are issued for the account of Participants, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by Participants through the bank or trust company.
- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, credit-worthy banks and trust companies.
  - Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities that have a short term issuer credit rating (actual or imputed) of at least 'A-1' by S&P Global Ratings.

No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated 'A-1 +' by S&P then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement) must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with Governing Board approved counterparties and third party custodians (acting for both the party and the counterparty). Written tri-party custodian agreements (in addition to The Bond Market Association standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed thirty (30) calendar days.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such in the tri-party custodian agreement:

U.S. Treasuries (Bills, Bonds , Notes, Strips ), GNMA 1/11 Others-Fixed Rate, and GNMA 1/11 Others-Adjust Rate.

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two to five Business Days: A maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five Business Days: A maximum of 5% of the portfolio.
- TRAs shall not exceed thirty (30) calendar days.

TRAs shall fulfill all requirements of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between Participants and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the Margin) of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between the Governing Board and its professionals and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply additional Purchased Securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next Business Day.

- The maximum final maturity per fixed rate security fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.

A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of the fund as well as the strengths and weaknesses of the fund's management including credit research, risk management and internal controls to limit exposure to loss. Ratings are subject to change and do not remove market risk.

### **Determining Whether Your Investment Goals Are Consistent with the Pool**

Participants should be aware of certain investment risks applicable to all fixed-income securities, including obligations of the U.S. Government. Such risks include interest rate risk, credit risk, market risk, liquidity risk, and counterparty risk.

**Interest rate risk.** Interest rate risk refers to the decline in the prices of fixed income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the Pool's ability to maintain a stable net asset value. Very low or negative interest rates may magnify interest rate risk. In addition, a low interest rate environment may prevent the Pool from providing a positive yield or paying Pool expenses out of Pool assets and could impair the Pool's ability to maintain a stable net asset value. Changing interest rates, including rates that fall below zero, may have unpredictable effects on markets, may result in heightened market volatility and may detract from Pool performance. For floating

and variable rate obligations, there may be a lag between an actual change in the underlying interest rate benchmark and the reset time for an interest payment of such an obligation, which could harm or benefit the Pool, depending on the interest rate environment or other circumstance.

**Credit Risk:** Credit risk is the possibility that the issuer of a bond or other security will fail to make timely payments of interest and principal. The credit risk associated with each Fund within the Pool, therefore, depends on the credit quality of the underlying debt instruments held by that Fund. In the event of a payment default on a debt instrument held in a Fund, the investment return on the Fund within the Pool that owns the investment in default will be adversely affected and, in some cases, the Fund could experience a loss of principal (i.e., a reduction in the asset value below par value). The Pool attempts to manage and minimize this risk by purchasing securities issued by the U.S. Government, its agencies, and instrumentalities; fully collateralized repurchase agreements, obligations of the state of New York, collateralized time deposits, collateralized certificates of deposit, and for the NY MuniTrust Excelsior Fund, high quality, short-term dollar denominated debt securities and no-load money market mutual funds in consultation with Investment Advisor and Legal Counsel.

**U.S. Treasury Securities Risk:** A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, but the market prices for such securities are not guaranteed and will fluctuate.

**Government Securities Risk:** Not all obligations of the U.S. Government, its agencies and instrumentalities are backed by the full faith and credit of the U.S. Treasury. Some obligations are backed only by the credit of the issuing agency or instrumentality, and in some cases there may be some risk of default by the issuer. Any guarantee by the U.S. Government or its agencies or instrumentalities of a security held by the Pool does not apply to the market value of such security or to shares of the Pool itself.

**Liquidity Risk:** Liquidity risk is the potential for there not to be a ready market for the securities in which the Pool invests. Lack of ready could prevent the Pool from selling securities to provide cash to meet liquidity needs, including amounts required for timely payment of withdrawals requested by participants.

**Municipal Securities Risk:** Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Special factors, such as legislative changes, and state and local economic and business developments, may adversely affect the yield and/or value of the Pool's investments in municipal securities.

**Market Risk:** Market risk is the potential for a decline in the market value of a debt instrument and may be affected by a change in interest rates, political, regulatory, economic and social developments and developments that impact specific economic sectors, industries or segments of the market. In general, the market value of a bond varies inversely with interest rates: If interest rates rise, market prices generally fall; if interest rates fall, market prices generally rise. In addition, for a given change in interest rates, longer-maturity bonds fluctuate more in price (gaining or losing more in market value) than shorter-maturity bonds. To compensate investors for this risk, longer-maturity bonds generally offer higher yields than shorter-maturity bonds (all other factors, including credit quality, being equal).

**Repurchase Agreement Counterparty Risk:** Counterparty risk is the risk that a counterparty in a repurchase agreement could fail to honor the terms of its agreement. See also, Credit Risk (above).

**Weighting:** With a dollar-weighted average maturity of 60 days or fewer, the net asset value (“NAV”) of investments held in the Pool and each Participant’s pro rata share in the Pool seeks to maintain a stable NAV of \$1.00 per share; however, there is no guarantee that it will be able to do so. The Pool is not registered under the Investment Company Act of 1940 or regulated by the SEC.

## Organization

### Pool Governance

The Pool is subject to the terms of the Municipal Cooperation Agreement (dated February 1, 2022). The Municipal Cooperation Agreement is administered by an elected Governing Board (the Board) of up to 15 members. A Board Member must be either a Participant's Chief Fiscal Officer or another designated officer or employee of the Participant who has knowledge and expertise in financial matters.

The powers and responsibilities of the Board include:

- (a) Administering all aspects of the Municipal Cooperation Agreement;
- (b) Entering into appropriate contracts to assist in the management of the Municipal Cooperation Agreement;
- (c) Monitoring compliance with the investment policy, maturity limitations, and reporting and disclosure requirements established under the Municipal Cooperation Agreement;
- (d) Testing the investments made pursuant to the Agreement at least once a month for sensitivity to changes in interest rates; and
- (e) Certain other duties enumerated in the Municipal Cooperation Agreement.

The Municipal Cooperation Agreement provides for:

- (a) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the Governing Board may designate a representative to attend meetings, vote, or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.
- (b) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

- (c) No Governing Board member may receive compensation for service as a Governing Board member but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

**Terms and Election of Governing Board Members:** Of the initial Governing Board members, one shall serve a one-year term, one shall serve a two-year term, and one shall serve a three-year term. Thereafter, all Governing Board members shall serve three-year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held within 90 days after the date on which the Participants enter into this Agreement. Thereafter, the Governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

**Vacancies on the Governing Board:** If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant; the municipal corporation he or she represents is no longer a Participant in this Agreement; or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief Fiscal Officer to fill the vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

**No Borrowing:** Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Municipal Cooperation Agreement.

████████████████████  
**Administrator**

The Board has entered into an agreement with First Public, LLC The Administrator is responsible for performing most ministerial functions for purposes of the Municipal Cooperation Agreement.

████████████████████  
**Transfer Agent**

BNY Mellon Investment Servicing (US) Inc. (BNYM) is the pool's recordkeeper (Transfer Agent) and dividend disbursing agent. In this role, BNYM maintains participant account records for the Funds in the Pool and handles the payment of dividends and distributions payable by the Funds in the Pool. The principal business address of BNY Mellon Investment Servicing (US) Inc. is 301 Bellevue Parkway, Wilmington, Delaware 19809. BNYM is a wholly-owned subsidiary of The Bank of New York Mellon.

[REDACTED]

### **Investment Advisor**

Dreyfus, a division of Mellon Investments Corporation (MIC), is a registered investment adviser and a subsidiary of The Bank of New York Mellon Corporation. MIC is located at BNY Mellon Center, One Boston Place, Boston MA 02108. Dreyfus is one of the largest, most trusted cash and liquidity managers in the industry.

[REDACTED]

### **Distributor**

BNY Mellon Securities Corporation (“BNYMSC”), a registered broker-dealer, is an affiliate of the Investment Adviser, the Transfer Agent, and the Custodian and is a subsidiary of The Bank of New York Mellon Corporation. BNYMSC is located at 240 Greenwich Street, New York, New York 10286. BNYMSC is responsible for the distribution and certain servicing activities for the Pool. For its services, BNYMSC will receive a fee from the Pool based on the value of the underlying assets of each Fund. The prospect of receiving fees may provide BNYMSC and/or its salespersons with an incentive to favor sales of the Pool over the sale of interests of other investment products with respect to which BNYMSC and/or its salespersons do not receive compensation, or receive lower levels of compensation. You may wish to consider this arrangement when evaluating any recommendation of the Pool.

[REDACTED]

### **Custodian**

Bank of New York Mellon, (BNY Mellon), serves as custodian bank for the Pools (Custodian Bank). The Custodian is responsible for holding in a separate account all investment securities and moneys for the Pool. Subject to the terms and conditions of the Statement of Investment Policy, the Custodian may register or transfer assets of the Pool into the name of the Custodian or the name of one or more nominees, provided that the books and records of the Custodian at all times show that such assets are part of the Pool.

[REDACTED]

### **Legal Counsel**

The Pool engages outside legal counsel on a range of legal issues, including financing transactions, agreements, bylaws and resolutions, securities law, and tax matters. Tom Myers with Orrick, Herrington & Sutcliffe LLP is the Pool’s legal counsel.

[REDACTED]

### **Independent Auditor**

The Bonadio Group, a full-service accounting firm, performs an annual audit of the Pool’s financial statements. The Bonadio Group is located at 171 Sully’s Trail Pittsford, NY 14534.

## **Rating Agency**

Standard & Poor's, a division of the McGraw-Hill Companies (NYSE:MHP), is the world's foremost provider of independent credit ratings, indices, risk evaluation, investment research, data, and valuations. With 23,000 employees located in 40 countries, Standard & Poor's is an essential part of the world's financial infrastructure and has played a leading role for more than 150 years in providing investors with the independent benchmarks they need to feel more confident about their investment and financial decisions.

## **Operating Expenses**

Annual fees based on a fixed percentage of the daily Pool assets are paid to the Administrator, Custodian, Investment Advisor, Distributor, Consultants, and other fee-based providers to the Pool. Other operating expenses payable out of the Pool's assets include, but are not limited to, accounting fees, legal fees, and other out-of-pocket expenses. Annual fees are accrued daily and paid monthly out of the Pool's assets and are not expected to exceed 25 basis points per year based on daily assets for the Pool.

## **Other**

Neither the Board, nor any officers, trustees, employees, or board members of any of the foregoing shall be held liable for any action or failure to act on behalf of the Pool or the Participants unless caused by willful misconduct. The Pool shall indemnify and hold harmless (either directly or through insurance) any such person, to the extent permitted by law, for any and all litigation, claims, or other proceedings, including (but not limited to) reasonable attorney fees, costs, judgments, and settlement payments and penalties arising out of the management and operation of the Pool, unless such litigation, claim, or other proceeding resulted from the willful misconduct of such person.

Any amendment to the Municipal Cooperation Agreement, Statement of Investment Policy, or this Information Statement that may have a material effect on Participants' investments may not take effect unless notice thereof is sent to the Participants at least 60 days prior to the effective date.

Copies of the Municipal Cooperation Agreement, Statement of Investment Policy, and the Bylaws can be obtained from the NY MuniTrust website at [www.nymunitrust.com](http://www.nymunitrust.com) or by calling the Distributor at 1 (833) NYS-MUNI.

# Participation

## Transactions

The Pool's NAV is calculated on any day the New York Stock Exchange (NYSE) is open or the Federal Reserve Bank and the Securities Industry and Financial Markets Association (SIFMA) is open. The time at which the Fund's NAV is calculated and the deadline for receiving participant transaction orders in proper form by the Transfer Agent is 12:00 p.m. ET. Transaction orders received in proper form and accepted by the Transfer Agent prior to 12:00 p.m. will become effective at the next NAV determined. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance requirement or transaction size.

Purchase orders received prior to 12:00 p.m. ET in which federal funds (wire) are received prior to 12:00 p.m. will receive the dividend declared that day.

Redemption orders received prior to 12:00 p.m. ET in which a wire transfer is requested will ordinarily be transmitted on the same day and the portfolio shares will not receive the dividend declared that day.

## Easy Access

To make cash management simple and efficient, NY MuniTrust includes many features that make it easy to access account information and simplify record keeping. Participants can process transaction orders and view account history via the BNY Mellon AdvisorCentral® Portal @ [www.advisorcentral.com](http://www.advisorcentral.com) or by calling the Distributor at 1(833) NYS-MUNI during the business hours of 8:30 a.m. - 5:00 p.m. ET, Monday - Friday.

## Periodic Reporting

Comprehensive monthly statements provide a detailed account history including daily account activity and transaction numbers. These statements have been designed specifically to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for Participants' investment records.

## Minimum Transaction Amount

The minimum amount required for any initial deposit and/or balance is \$100,000 for the Excelsior Fund and \$50,000 for the Empire Fund. There is no minimum on subsequent deposits



or withdrawals. The Pool may, at its option, transfer the balance in any Fund account, if less than \$100,000 for the Excelsior Fund and \$50,000 for the Empire Fund, to the Participant.

## **Internet**

NY MuniTrust's interactive Web Site, [www.nymunitrust.com](http://www.nymunitrust.com), allows Participants to make deposits to and withdrawals from the Funds(s); view account balances, obtain the latest yields; and print transaction confirmations and monthly statements via the BNY Mellon AdvisorCentral portal at [www.advisorcentral.com](http://www.advisorcentral.com).

## **Pool Income**

Participants accrue income on their account balances daily. All income received is automatically credited to the Participant's account on the last business day of the month.

## **Reports to the Participants**

Participants will receive transaction confirmations via the BNY Mellon AdvisorCentral portal. Each Participant also receives a monthly and quarterly account statement showing current balances and transaction activity from the prior period. The Pool issues annual audited financial statements, which are available on the NY MuniTrust website at [www.nymunitrust.com](http://www.nymunitrust.com).

## **Participant Fees and Expenses**

A Participant's account will be directly and automatically charged for the cost of any special services rendered by the Distributor. A Participant's account also will be charged with all actual costs and expenses associated with extraordinary events affecting the account, including (but not limited to) losses of investment income to the Pool associated with ACH returns or failure to transmit a Wire Transfer for deposit in a timely manner.

## **Valuation and Return**

Each day the Fund(s) determines the Gross Distributable Investment Income (GDII) for that day. The GDII is determined by adjusting the Pool's accrued interest for that day by the amortization of any premiums and/or the accretion of any discounts. The Fund's daily yield is determined by dividing the GDII for that day by the total investable balance of the Fund for that day. The Fund(s) earn dividends, interest and other income from its investments, and distributes this income (less expenses to shareholders) as "income". The resulting yield is then used to determine the amount of investment income to distribute to each Participant's account. Investment income accrued during the month is credited to each Participant's account at the end of the month.

All investments are stated at amortized cost, which in most cases approximates the market value of the securities due to the short-term nature of the investments. The NAV of each Participant's pro rata share of the investments held in the Fund is expected to be maintained at \$1.00 per share. The NAV of the Pool is determined daily (on days that the New York Stock Exchange is open for business) to ensure that the market value of the Fund's assets is within one-half of 1 percent of the amortized cost. If the Fund's amortized cost is above or below the market value by more than one-half of 1 percent, the Board or designee will take such action as deemed appropriate to eliminate or reduce any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005.

Gains and losses generated by the sale of a security held by the Fund are allocated to Participant accounts over a period generally not to exceed 30 days, based on the straight-line amortization method. The only source for payment to Participants in the Fund is the assets of the Fund.

## Enrollment Instructions

### How to Open a NY MuniTrust Account

Any eligible Government Entity of the state of New York (as defined in the Municipal Cooperation Agreement) may join the Pool as a Participant. In order to join NY MuniTrust, Participants must approve the NY MuniTrust Municipal Cooperation Agreement by a majority vote of their governing body.

Participants must complete the Pool's Authorizing Resolution and application prior to investing in the Pool. To obtain the Pool's enrollment package and Municipal Cooperative Agreement, please visit the NY MuniTrust website at [www.nymunitrust.com](http://www.nymunitrust.com).

For additional information about NY MuniTrust, please contact the Distributor via phone at 1 (833) NYS-MUNI between the business hours of 8:30 a.m. - 5:00 p.m. ET, Monday - Friday.

### Pool Resolution

The governing body of the Government Entity must adopt the NY MuniTrust Authorizing Resolution authorizing it to become a Participant in the Pool and approving the Municipal Cooperation Agreement.

### Application

Deliver an executed electronic Authorizing Resolution and the application to the Distributor via email at [LGIPService@bnymellon.com](mailto:LGIPService@bnymellon.com)

***Any Participant may withdraw from the Agreement at any time upon written notice to the Lead Participant and the Governing Board. This document is intended to provide general information about NY MuniTrust, a cooperative investment fund designed for New York public entities. The specific terms of the fund are fully defined by the terms of both the NY MuniTrust Municipal Cooperation Agreement and New York State General Municipal Law. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.***



**Board Members**

<b><u>Name</u></b>	<b><u>Title</u></b>
Stephen Acquario	Executive Director, NY MuniTrust
Kerry Gallagher	Commissioner of Finance, Orange County, NY
Scott German	Treasurer, Genesee County, NY
Kitty Crow	Director of Finance, Chautauqua County, NY



**NY** MuniTrust<sup>®</sup>  
100% NEW YORK

[WWW.NYMUNITRUST.COM](http://WWW.NYMUNITRUST.COM)

**FOR NEW YORK MUNICIPAL INSTITUTIONAL INVESTORS ONLY.  
NOT FOR USE WITH RETAIL INVESTORS.**

**NOT PART OF THE INFORMATION STATEMENT — SEE INSIDE  
FOR INFORMATION STATEMENT.**

## About NY MuniTrust®

NY MuniTrust, a local government Investment Pool, was developed to support public entities' liquidity needs in the state of New York. NY MuniTrust supports two separate investment funds: NY MuniTrust Excelsior Fund exclusive for counties and NY MuniTrust Empire Fund for municipal corporations, including school districts, Boards of Cooperative Educational Services, counties (not within the City of New York), cities, towns, villages, and special districts, including fire districts. The funds' short-term fixed income investments are permissible under the New York State General Municipal Law (GML) and provide the ability to invest operating cash in a diversified portfolio of short duration fixed income securities.

## Mission Statement

The Pool (and its funds) are designed to seek as high a level of current income that is consistent with the preservation of capital and maintenance of daily liquidity for public entities and municipalities across New York.

## Why Invest with Us?

### BNY Mellon: Pool Services Provider

BNY Mellon, headquartered in New York, has been a premier global investments organization for over 230 years. BNY Mellon is dedicated to helping clients manage and service their financial assets throughout the investment lifecycle. Whether providing financial services for institutions, corporations or individual investors, BNY Mellon can help deliver informed investment management and investment services around the world.

### Dreyfus: Pool Investment Adviser

Dreyfus, a division of Mellon Investments Corporation, a registered investment adviser and subsidiary of BNY Mellon, is one of the largest, most trusted liquidity managers in the industry. With nearly 50 years of experience in managing short duration fixed income portfolios, Dreyfus is focused on delivering innovative liquidity solutions to meet clients' diverse cash management needs.

### Endorsed by NYSAC & NACo

NY MuniTrust has endorsement relationships with the New York State Association of Counties (NYSAC) and the National Association of Counties (NACo). These associations both serve as advocates for public entities in New York State and work to provide them with the best resources available to face challenges and improve the wellbeing of their communities and their taxpayers.



## Announcing Two New Funds

### NY MuniTrust Excelsior (for Counties)

The fund invests in high-quality, short-term, US-dollar-denominated debt securities including US Treasury securities, US government agencies, repurchase agreements collateralized solely by US government securities and/or cash, collateralized bank deposits and/or general obligations bonds, and notes. Additionally, the fund may use the recently expanded New York State General Municipal Law (GML) investment guidelines, including the ability to invest in highly rated commercial paper and government money market mutual funds. This professionally managed fund allows counties the opportunity to seek to maximize liquidity, convenience, and competitive rates of return. The portfolio strategy seeks to be fully invested each night to maximize yield potential.

### NY MuniTrust Empire (for all other Municipal Corporations)

The fund invests in high-quality, short-term, US-dollar-denominated debt securities including US Treasury securities, GNMA securities, repurchase agreements collateralized solely by US government securities and/or cash, collateralized bank deposits, and/or obligations issued by the state of New York. This professionally managed fund adheres to New York State GML investment laws and is available to all eligible municipal corporations organized under NY State Law including school districts, Boards of Cooperative Educational Services, counties (not within the City of New York), cities, towns, villages, and special districts, including fire districts. The fund seeks to maximize liquidity, convenience, and competitive rates of return. The portfolio strategy seeks to be fully invested each night to maximize yield potential.

## Fund Features

Excelsior Fund	
Fund Code	4701
Minimum Investment	\$100K
Empire Fund	
Fund Code	4702
Minimum Investment	\$50K
Credit Rating Agency Fund Ratings	
S&P	AAAm <sup>1</sup>
<b>Trading Deadline</b>	
12:00 p.m. ET	
<b>Inception Date</b>	
September 6, 2022	
<b>Dividend Policy</b>	
Declared daily, paid monthly	
<b>Lead Participant</b>	
Orange County, NY	
<b>Investment Adviser</b>	
Dreyfus, a division of Mellon Investments Corporation (A BNY Mellon Company)	
<b>Distributor/Servicing Agent</b>	
BNY Mellon Securities Corporation (A BNY Mellon Company)	
<b>Custodian &amp; Fund Accounting Agent</b>	
The Bank of New York Mellon (A BNY Mellon Company)	
<b>Record Keeping/Transfer Agent</b>	
BNY Mellon Investment Servicing (US), Inc. (A BNY Mellon Company)	

## How to Open an Account

Eligible government entities in the state of New York may participate in the NY MuniTrust Cooperative Investment Pool by completing the documents outlined below, which can be found at [www.nymunitrust.com](http://www.nymunitrust.com).

- Read the Cooperation Agreement and NY MuniTrust Information Statement
- Complete the Municipal Cooperative Authorizing Resolution form
- Complete and sign the NY MuniTrust Account Application
- Email the completed Municipal Cooperative Authorizing Resolution form and NY MuniTrust Account Application to [LGIPService@bnymellon.com](mailto:LGIPService@bnymellon.com)

After a new account is established, a secure email confirmation will be sent from [LGIP1Service@bnymellon.com](mailto:LGIP1Service@bnymellon.com) within 3-5 business days. It will contain your AdvisorCentral® Web Portal login credentials, navigation and trade guides. The AdvisorCentral Web Portal provides participants with trading, account inquiry and monthly statements.

## Learn More

**NY MuniTrust**  
[www.nymunitrust.com](http://www.nymunitrust.com)

**Customer Service**  
BNY Mellon Institutional Services  
1 (833) NYS-MUNI  
[LGIPService@bnymellon.com](mailto:LGIPService@bnymellon.com)

**Hours of Operation**  
Monday to Friday  
8:30 a.m. – 5:00 p.m. ET

## Sales Contacts



**Kevin Brown, CIMA®**  
Director of Sales  
(212) 922-8920  
[brown.kh@dreyfus.com](mailto:brown.kh@dreyfus.com)



**Antonio Ditri**  
Business Development  
(212) 922-6618  
[antonio.ditri@dreyfus.com](mailto:antonio.ditri@dreyfus.com)



**Michelle Lens**  
Business Development  
(212) 922-6616  
[lens.m@dreyfus.com](mailto:lens.m@dreyfus.com)

<sup>1</sup>A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of the fund as well as the strengths and weaknesses of the fund's management including credit research, risk management and internal controls to limit exposure to loss. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings. Ratings are subject to change and do not remove market risk. S&P Global Ratings is neither associated nor affiliated with the fund. Fund ratings are statements of opinion, not statements of fact or recommendations to buy, sell or hold the shares of a fund. Standard & Poor's (S&P) believes that, with a Principal Stability Rating of AAAM, the fund has an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. For more information on the rating methodology visit [www.standardandpoors.com](http://www.standardandpoors.com).

**Investors should consider the investment objectives, risks, charges, and expenses of the Funds carefully prior to investing. Investment in the Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although the Funds seek to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in the Funds.**

This material is a general summary of some of the basic features of the NY MuniTrust® Local Government Investment Pool ("LGIP" or "Pool"), is for informational purposes only, and should not be construed as investment advice or a recommendation of any security. For a more complete understanding of Fund specific features, please refer to the NY MuniTrust Information Statement available from the LGIP or its distribution agents.

The Pool is an intermunicipal agreement (IMA) created through a municipal cooperation agreement (Municipal Cooperation Agreement) made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), dated as of February 1, 2022 by and among Orange County (Lead Participant) and each district and municipal corporation, as defined in the Act, that enters into the Municipal Cooperation Agreement hereof (collectively, together with the County of Orange, the Participants).

**Risks Considerations:** Investments in the Funds involve investment risks, including the possible loss of principal. **Market risk** is the potential for a decline in the market value of a debt instrument and may be affected by a change in interest rates, political, regulatory, economic and social developments. **Interest rate risk** refers to the decline in the prices of fixed income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the Fund's ability to maintain a stable net asset value. Very low or negative interest rates may magnify interest rate risk. In addition, a low interest rate environment may prevent the Fund from providing a positive yield or paying Fund expenses out of Fund assets and could impair the Fund's ability to maintain a stable net asset value. **Credit risk** is the possibility that the issuer of a bond or other security will fail to make timely payments of interest and principal. The credit risk associated with each Fund within the Pool, therefore, depends on the credit quality of the underlying debt instruments held by that Fund. In the event of a payment default on a debt instrument held in a Fund, the investment return on the Fund within the Pool that owns the investment in default will be adversely affected and, in some cases, the Fund could experience a loss of principal. **Liquidity risk** is the potential for there not to be a ready market for the securities in which the Fund invests. Lack of ready markets could prevent the Fund from selling securities to provide cash to meet liquidity needs, including amounts required for timely payment of withdrawals requested by participants.

BNY Mellon Securities Corporation, a registered broker-dealer, is a distributor for the NY MuniTrust. BNYMSC, BNY Mellon Investment Servicing (US) Inc., The Bank of New York Mellon, and Mellon Investments Corporation are subsidiaries of The Bank of New York Mellon Corporation.

# **ATTACHMENT 10**

MUNICIPALITY/SPONSOR: **Town of Canandaigua**

PROJECT ID NUMBER: **4BNY.65**

PHASE: PER SCHEDULES A

## BridgeNY Culvert Local Project Agreement

CONTRACT NO. **D041054**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the **Town of Canandaigua** (the "Municipality/Sponsor") with its office at **5440 Route 5 & 20 West, Canandaigua, NY 14424.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **Seneca Point Road over Unnamed Trib to Canandaigua Lake (Culvert)** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_, adopted at meeting held on \_\_\_\_\_, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the <sup>Town Supervisor</sup> of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).



NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York

MUNICIPALITY/SPONSOR: **Town of Canandaigua**

PROJECT ID NUMBER: **4BNY.65**

PHASE: PER SCHEDULES A

State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance

benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

**12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.**

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written

approval therefor from NYSDOT.

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us).

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at [www.dot.ny.gov/main/business-center/civil-rights/](http://www.dot.ny.gov/main/business-center/civil-rights/).

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct

MUNICIPALITY/SPONSOR: **Town of Canandaigua**PROJECT ID NUMBER: **4BNY.65**

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goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15<sup>th</sup> day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: [www.dot.ny.gov/dotapp/ebo](http://www.dot.ny.gov/dotapp/ebo).

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

[www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us](http://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us)

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at [www.dot.ny.gov/programs/smart-planning/smartgrowth-law](http://www.dot.ny.gov/programs/smart-planning/smartgrowth-law).

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).



20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 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 email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.



MUNICIPALITY/SPONSOR: **Town of Canandaigua**

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Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **Jon Harman**

Title: **RLPL**

Address: **1530 Jefferson Road, Rochester, NY 14623**

Telephone Number: **585-371-9259**

Facsimile Number: **585-427-8346**

E-Mail Address: **jon.harman@dot.ny.gov**

**Municipality/Sponsor Town of Canandaigua**

Name: **James Fletcher**

Title: **Highway and Water Superintendent**

Address: **5440 Route 5 & 20 West, Canandaigua, NY 14424**

Telephone Number: **585-394-3300**

Facsimile Number: **585-394-3767**

E-Mail Address: **jfletcher@townofcanandaigua.org**

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MUNICIPALITY/SPONSOR: **Town of Canandaigua**

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

Print Name:

\_\_\_\_\_

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

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

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

\_\_\_\_\_  
Notary Public

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 4BNY.65**

<b>OSC Contract #:</b> <u>D041054</u>	<b>Contract Start Date:</b> <u>7/5/2023</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>7/5/2028</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b> <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
<b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Town of Canandaigua Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS	
<b>Work Type:</b> OTHER (See Footnotes)	<b>County</b> (If different from Municipality): Ontario
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
<b>Project Description:</b> Seneca Point Road over Unnamed Trib to Canandaigua Lake (Culvert)	
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>A. Summary of Participating Costs FOR ALL PHASES</b> <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
4BNY.65.301	Current	Other (see FN) **	\$1,500,000.00	\$0.00	\$1,500,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$1,500,000.00	\$ 0.00	\$1,500,000.00	\$ 0.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A    PIN 4BNY.65**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$1,500,000.00	\$ 0.00	\$1,500,000.00
		<b>Total FEDERAL Cost</b>	\$ 0.00
		<b>Total STATE Cost</b>	\$1,500,000.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$1,500,000.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Paula Samson</u> Phone No: <u>585-272-3333</u>
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*See Agreement (or Supplemental Agreement Cover) for required contract signatures.*

**Footnotes (FN):** (See [LPB's](#) SharePoint for link to sample footnotes)

- This is a 2022 Bridge NY Culvert project with a programmed amount of \$1,500,000. Funding may be applied to all phases of the project.
- This project includes a local non-part share of \$527,386.00 for Construction.
- Project must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.
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## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |   |   |
|--|---|---|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, 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 other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment 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.

**16. NO ARBITRATION.** Disputes involving this 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.

**17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used 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 or 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.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** 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.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** 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: <https://ogs.ny.gov/iran-divestment-act-2012>

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.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



## **APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# APPENDIX B

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

\_\_\_\_\_  
(Insert project/service description)

#### M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

#### EEO

- (a) This organization 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 programs of affirmative action to ensure that minority group members 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 workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization 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.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

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

## APPENDIX B

\_\_\_\_\_ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # \_\_\_\_\_) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY22-23 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

**Pre-Advertisement:** As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

## APPENDIX B

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

**Post Award:** If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

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

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

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

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

# **ATTACHMENT 11**

Note: All potential impacts that have been identified in the Full EAF Part 2 as No or Small Impacts have been described in this document. Numbering is consistent as outlined in Full EAF Part 2.

1. IMPACT OF LAND – The proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
  - a. *The proposed action may involve construction on land where depth to water table is less than 3 feet.*
    - The groundwater at the project site is generally +/- 3 feet below the ground surface in the area of the proposed improvements, according to the USDA Natural Resources Conservation Service - Web Soil Survey. Appropriate dewatering measures and drainage measures will be installed during construction. The project will meet all NYS Department of Environmental Conservation (NYSDEC) requirements to assure that erosion and sedimentation are managed throughout the construction phase of the project and all water quality practices required are in place.
  - f. *The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides)*
    - During the construction phase, portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time. During these periods the site will be susceptible to potential erosion and discharge of sediment into adjacent waterways. Approved erosion and sediment control measures as outlined in the design plans will be implemented during construction. Erosion and sediment control measures will be inspected to ensure proper installation and function throughout the construction project.
3. IMPACTS ON SURFACE WATER - The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)
  - d. *The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.*
    - Potential impacts to wetlands that may occur during the construction phase will be minimized if any at all, through the use of erosion and sediment controls designed in accordance with the 2016 New York Standards and Specifications for Erosion and Sediment Control, and in accordance with the Stormwater Pollution Prevention Plan (SWPPP) and Protection of Waters permit prepared for this project.
  - h. *The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.*
    - During the construction phase, portions of the project will be stripped of vegetation and bare soils will be exposed for periods of time during construction. The site will be susceptible to potential erosion with the





- A response on behalf of SHPO was received April 16, 2024, stating that SHPO does not oppose the obligation of funds as long as there is a commitment from the Town of Canandaigua to conduct any SHPO recommended cultural resource investigations prior to construction, with NYSEFC concurrence. The Town of Canandaigua will comply and perform all cultural resource investigations prior to construction. No further correspondence has been received from SHPO at this time.

15. IMPACT ON NOISE, ODOR, AND LIGHT - The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1.D.2.m.,n., and o)

f. *Other impacts: During construction activities only.*

- During construction noise levels may exceed ambient conditions, however, these impacts will be small to moderate and would be temporary in nature. Construction activities would be limited to the days and times allowed by local regulation. During the construction phase mobile sources associated with construction may temporarily emit air emissions, however, these impacts will be small to moderate and would be temporary in nature.

# FIGURE A

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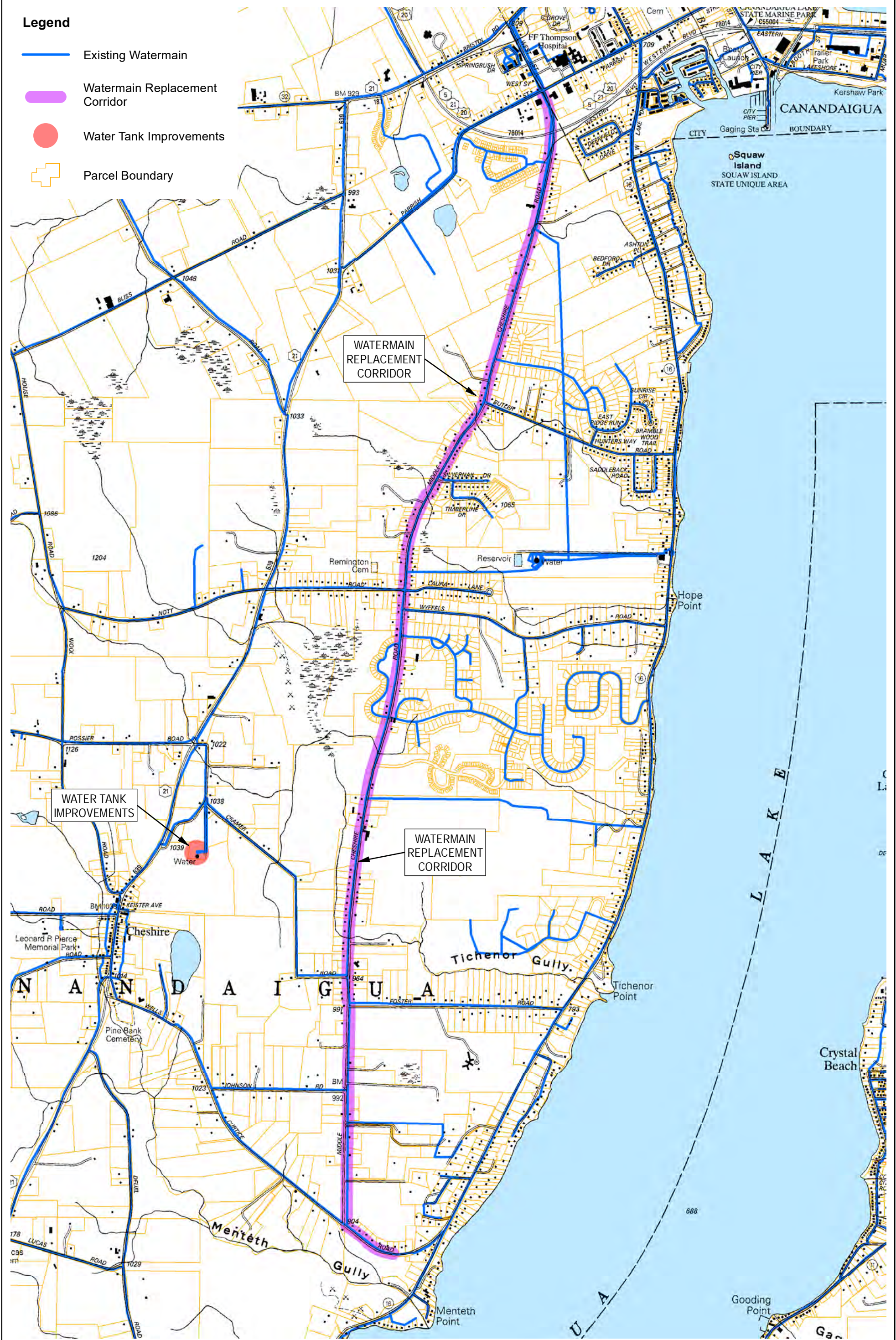
## *PROJECT MAPS & SUPPORTING INFORMATION*

- *PROJECT LOCATION MAP*
- *AGRICULTURAL DISTRICT MAP*
- *PROJECT WETLANDS MAPS*
- *PROJECT FLOOD PLAIN MAPS*



**Legend**

- Existing Watermain
- Watermain Replacement Corridor
- Water Tank Improvements
- Parcel Boundary

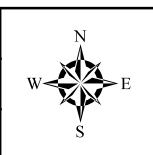


0300.24001
SHEET NO.
1 of 1

**MRB | group**

Engineering, Architecture & Surveying, D.P.C.  
145 Culver Road, Suite 160, Rochester, New York 14620 585-381-9250 Phone  
www.mrbgroup.com

Drawn By:	TJV
Scale:	1" = 2,000' @ 11"x17"
Date:	MAR 2024




<b>CANANDAIGUA WATERMAIN REPLACEMENT</b>
<b>TOWN OF CANANDAIGUA, ONTARIO COUNTY, NY</b>
<b>PROJECT LOCATION</b>

FILE PATH LOCATION: N:\0300\24001\000dwg\GIS\ProjectLocation\_11x17\_P1.mxd

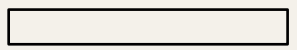


# Agricultural District 1 Town of Canandaigua



-  NYS Thruway
-  State or US Routes
-  County Roads
-  Municipal Roads
-  Private Drives
-  Water Bodies
-  Tax Parcels
-  Agricultural District
-  Municipal Boundaries

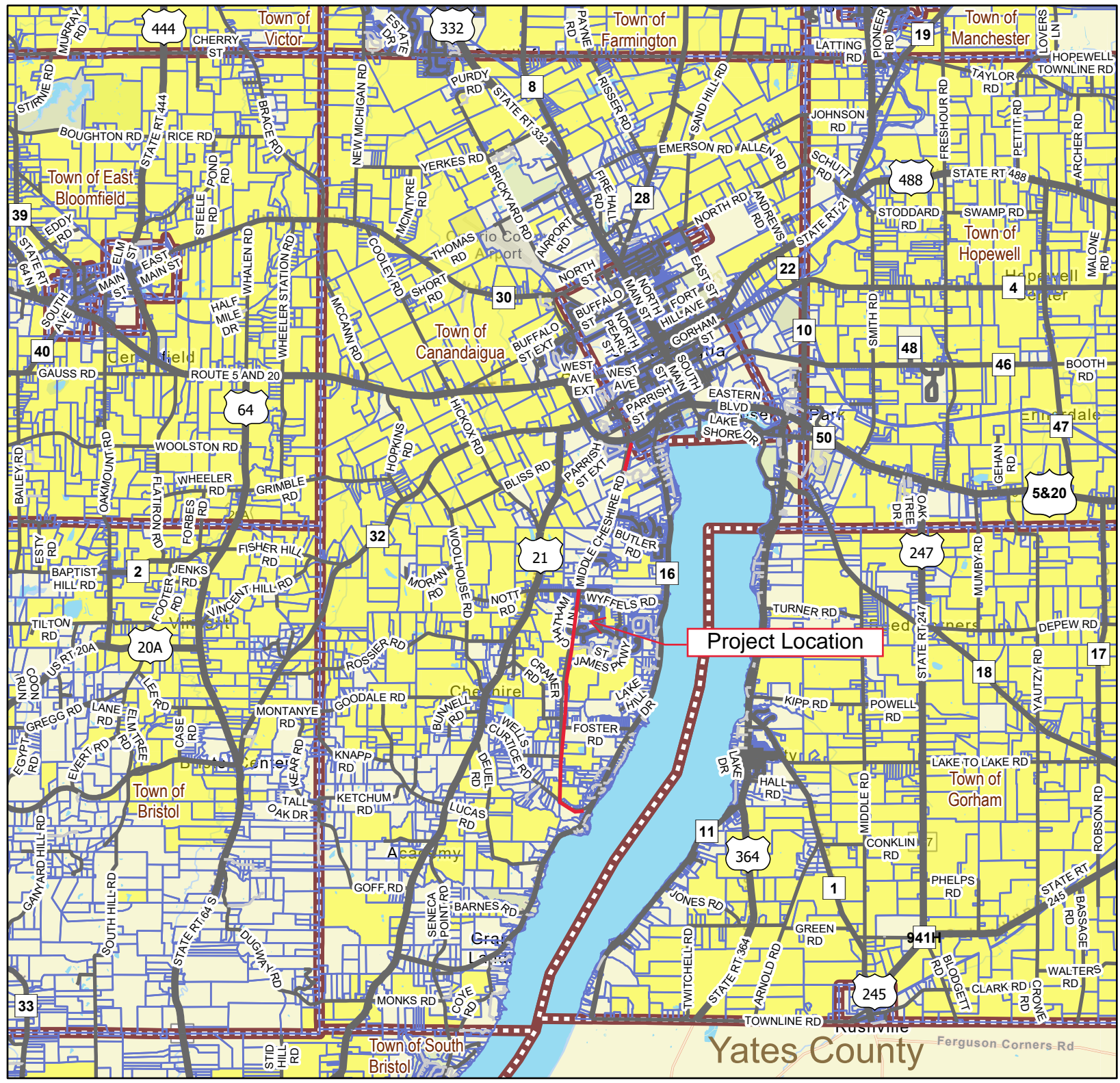
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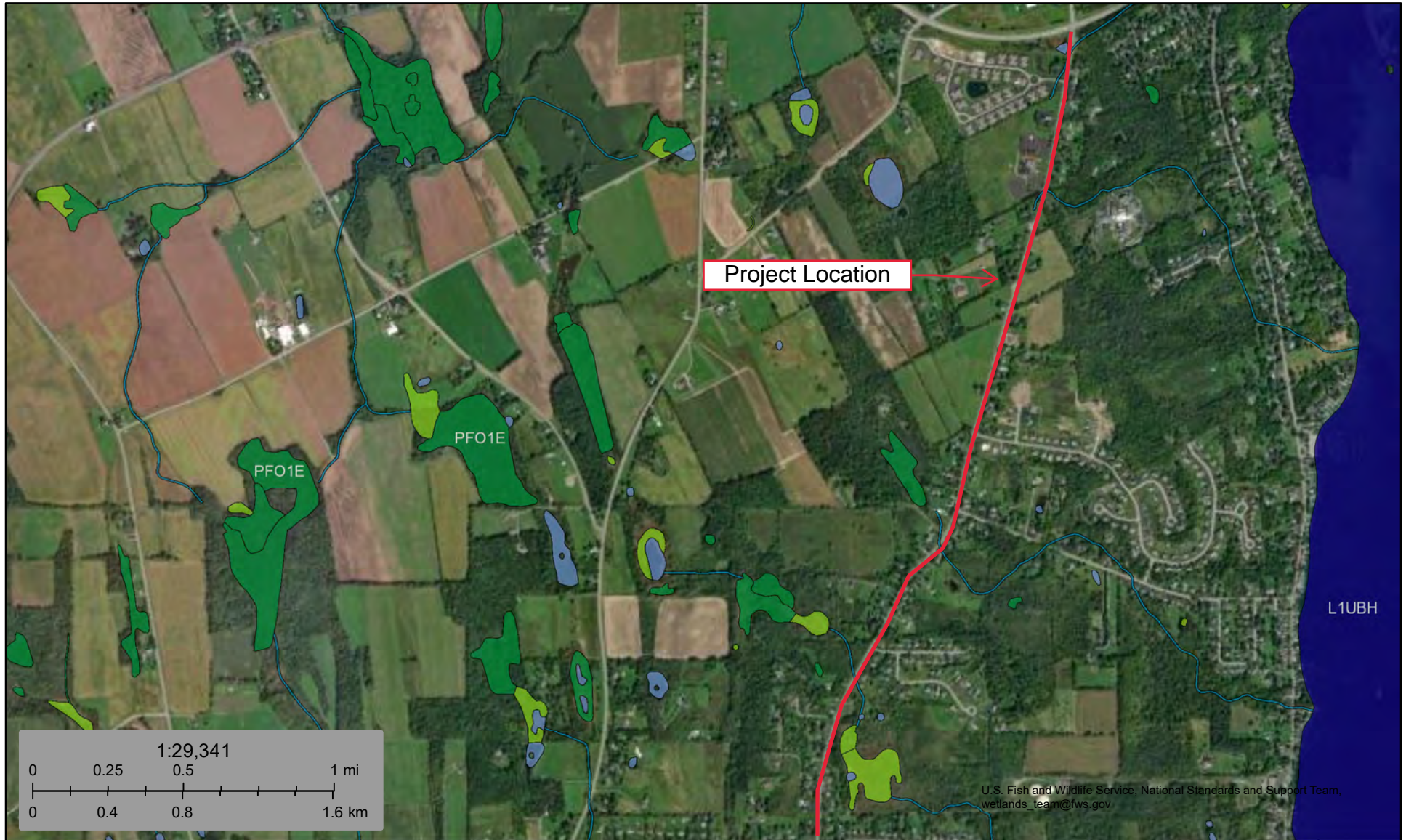
Mile

Map prepared by the Ontario County GIS Program in August 2021

**IMPORTANT NOTICE AND DISCLAIMER:**  
THIS MAP AND INFORMATION IS PROVIDED "AS IS" AND ONTARIO COUNTY MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND THAT OF FITNESS FOR A PARTICULAR PURPOSE CONCERNING THIS MAP AND THE INFORMATION CONTAINED HEREIN. USER ASSUMES ALL RISKS AND RESPONSIBILITY FOR DETERMINING WHETHER THIS MAP IS SUFFICIENT FOR PURPOSES INTENDED.







March 18, 2024

### Wetlands

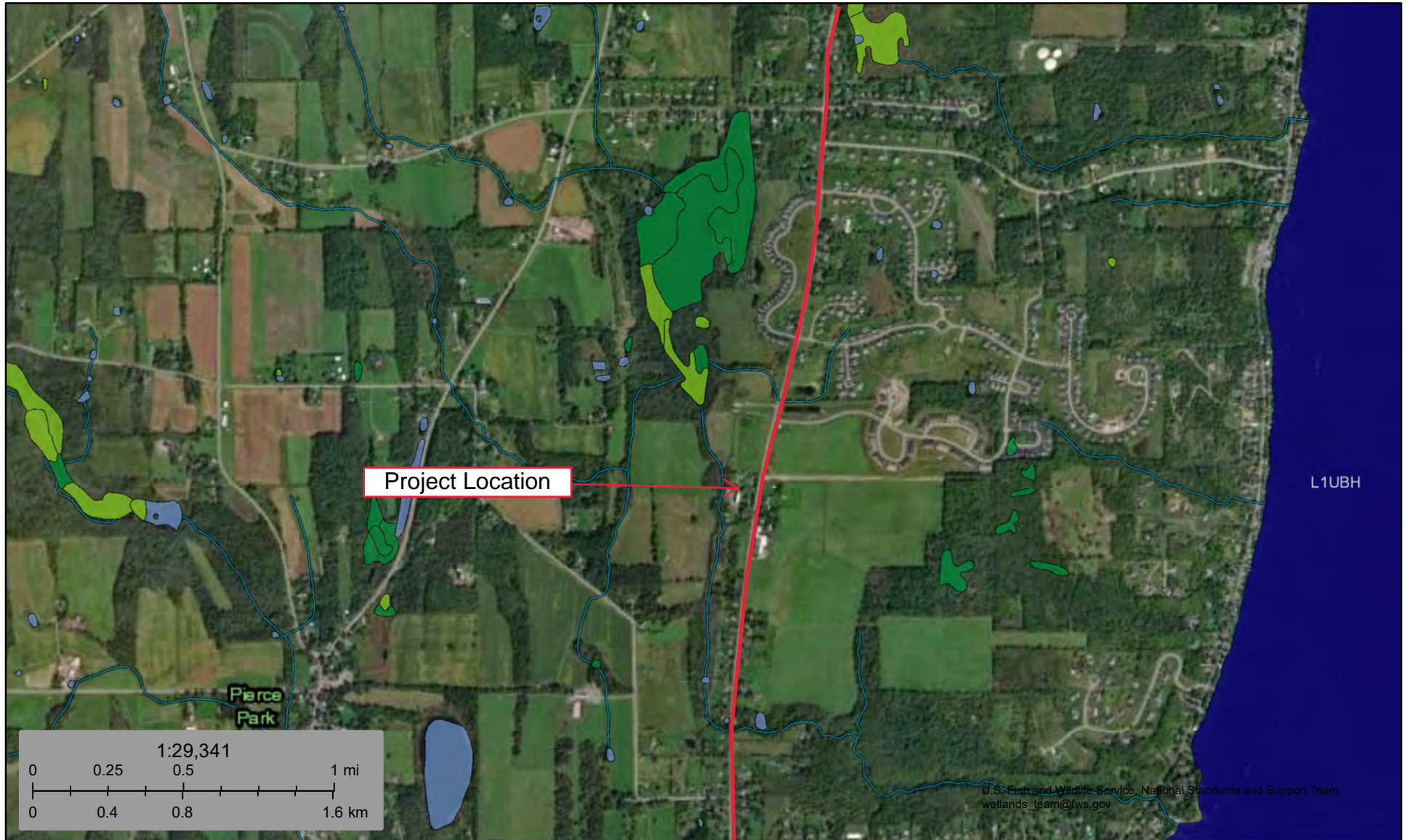
- |  |   |  |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland       |  Lake     |
|  Estuarine and Marine Wetland   |  Freshwater Forested/Shrub Wetland |  Other    |
|  |  Freshwater Pond                   |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.











# Town of Canandaigua Wetlands Map- Cheshire Road



March 18, 2024

### Wetlands

- |   |                                |   |                                   |   |          |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland       |  | Lake     |
|  | Estuarine and Marine Wetland   |  | Freshwater Forested/Shrub Wetland |  | Other    |
|   |                                |  | Freshwater Pond                   |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

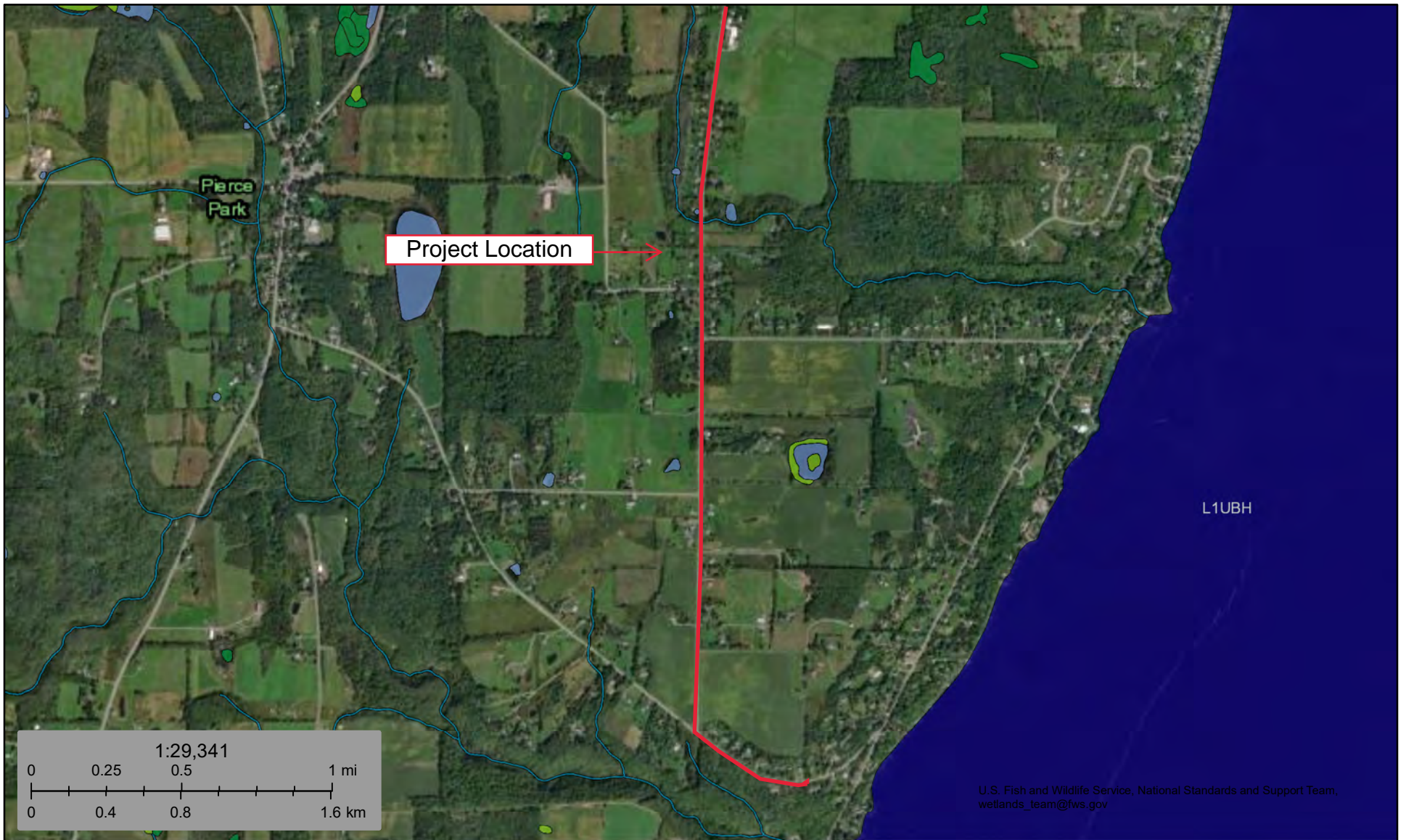




U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Town of Canandaigua Wetlands Map- Wells Curtice & Cheshire



U.S. Fish and Wildlife Service, National Standards and Support Team,  
wetlands\_team@fws.gov

March 18, 2024

### Wetlands

- |   |                                |   |                                   |   |          |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland       |  | Lake     |
|  | Estuarine and Marine Wetland   |  | Freshwater Forested/Shrub Wetland |  | Other    |
|   |                                |  | Freshwater Pond                   |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.







**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Project :

Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b>			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>2. Impact on Geological Features</b> The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>3. Impacts on Surface Water</b> The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------	--	--------------------------	--------------------------

**4. Impact on groundwater**  
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.  NO  YES  
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)  
*If “Yes”, answer questions a - h. If “No”, move on to Section 5.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**5. Impact on Flooding**  
 The proposed action may result in development on lands subject to flooding.  NO  YES  
 (See Part 1. E.2)  
*If “Yes”, answer questions a - g. If “No”, move on to Section 6.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------	--	--------------------------	--------------------------

<b>6. Impacts on Air</b>			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>7. Impact on Plants and Animals</b>			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b>			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		



d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b>			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b>			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>



<b>13. Impact on Transportation</b> The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>14. Impact on Energy</b> The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

<b>15. Impact on Noise, Odor, and Light</b> The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>16. Impact on Human Health</b>			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

<b>17. Consistency with Community Plans</b>			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>18. Consistency with Community Character</b>			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The Town of Canandaigua Town Board has reviewed and accepted Part 1 of the Full Environmental Assessment Form (EAF) for this action. The Town Board completed a coordinated review under the State Environmental Quality Review (SEQR) Regulations and received no objections to being designated Lead Agency. The Town Board in a separate resolution designated themselves as lead agency for this Action, under the provisions of Part 617 of the SEQR Regulations and has given a thorough and comprehensive evaluation of the impacts likely to result from the proposed Action. Based upon this evaluation and the Town Boards review of the Full EAF Part 2 and Part 3, the Town Board in a separate resolution adopted on May 20, 2024 has determined the proposed Action will not likely result in a significant adverse impact upon the environment and that a Negative Declaration be issued. Please see the attached documentation supporting the Full EAF in support of this decision.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:  Type 1  Unlisted

Identify portions of EAF completed for this Project:  Part 1  Part 2  Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information  
Full Environmental Assessment Form (EAF) and the supporting documentation to the EAF and project maps.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Town of Canandaigua Town Board as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

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

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Town of Canandaigua Consolidated Watermain Replacement Project

Name of Lead Agency: Town of Canandaigua Town Board

Name of Responsible Officer in Lead Agency: Jared Simpson

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date: May 20, 2024

Signature of Preparer (if different from Responsible Officer) Angelina M. White -MRB Group Date: May 20, 2024

**For Further Information:**

Contact Person: Jared Simpson, Town Supervisor  
Address: 5400 Route 5 & 20 West, Canandaigua, NY 14424  
Telephone Number: (585) 394-1120  
E-mail: jsimpson@townofcanandaigua.org

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)  
Other involved agencies (if any)  
Applicant (if any)  
Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

# **ATTACHMENT 12**

May 3, 2024

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

RE: PROPOSAL FOR PROFESSIONAL SERVICES  
ONANDA BATH HOUSE – DESIGN ONLY

Dear Jared,

We are pleased to present this proposal for professional services related to the design of a fully accessible bath house for the Onanda Park Uplands. Our proposal is based on a bath house concept that is no more than 1,500 SF and is intended to include separate, accessible, men's and women's facilities as well as a maintenance room and electrical room.

I. Background & Assumptions

- A. The proposed 1,500-square-foot bath house building is intended to accommodate the needs of the park while meeting the current New York State Building Codes, Energy Codes, and zoning requirements. The new facility will provide separate men's and women's showers, restroom facilities, and ancillary support spaces (storage closets, mechanical space, electrical room).

The building is proposed to be constructed on slab on grade construction with a continuous frost-depth foundation wall. The proposed construction assembly is as follows:

1. The exterior walls are proposed to be 8" concrete masonry units with rigid insulation and painted fiber cement lap siding on the exterior. The interior face of the CMU will be exposed and finished with high performance epoxy paint for wear resistance and longevity.
2. The interior floor finish floor will be slip-resistant, epoxy coated with integral cove bases.
3. The ceiling will be mold/moisture resistant, painted, and gypsum board.

## 4. Equipment/Fixtures:

- Each gendered bathroom will consist of three showers with one shower being fully ADA compliant, three water closets with one being ADA compliant and two sinks. The men's side will swap one water closet for a urinal.
- The proposed toilet and shower compartments will be divided by HDPE dividers that are resistant to mold, mildew, and are durable.
- Restroom accessories (grab bars, mirrors, toilet paper dispensers, soap dispensers, and paper towel dispensers) will be specified and scheduled at accessible mounting heights.
- Access panels will be provided in the ceiling and walls for plumbing access where needed.

B. Maggie Nearing, AIA, will lead the architectural design work related to the project. She will be assisted by other members of the architectural team as required. MRB Group will provide structural and civil engineering design support, and MEP Engineering for design will be provided by Jade Stone Engineering. Geotechnical Engineering services will be provided by Foundation Design.

C. The civil and site work design is included in a separate proposal, dated March 19, 2024, for the Town that addresses the whole of the Upland's redevelopment.

## II. Scope of Services and Compensation

The following outlines our design services for the bath house described above. This scope of services is intended to provide the Town with a set of construction drawings that could be used for the Town to self-perform the work. Once the drawings are complete, MRB will prepare an Opinion of Probable Cost based on similar public projects that have recently bid in western New York. This Opinion of Probable Costs will be a high-level view of the project and will include material and prevailing wages labor costs. For an additional cost, the construction drawings could be amended and a specification book created to become suitable for public bidding. Construction phase services will be offered as an hourly service depending on the scale of those services desired by the Town.



A. Schematic Design Phase

1. Develop schematic-level floor plans illustrating the proposed layout, dimensions, plumbing fixtures, accessibility clearances, and mechanical spaces.
2. Develop schematic level exterior elevations and materials.
3. Perform a preliminary code review.
4. Perform geotechnical evaluation based on two test pits excavated by the Town and witnessed by the geotechnical engineer. Perform soil samples and provide a brief letter geotechnical report with design criteria for the building.
5. Prepare a Mechanical, Electrical and Plumbing (MEP) narrative and cost estimate based on the schematic floor plan.
6. Schematic level Opinion of Probable Cost based on prior bid projects.
7. Attend a meeting with the Town to review the schematic design and provide a revision, if required.

Subtotal of A, Items 1-7 ..... \$39,000.00

B. Construction Document Phase

This phase of work will only include construction drawings. A separate specification book will not be included. Using the approved Schematic Design, we will prepare construction drawings for the permitting and construction of the project (by Town Forces).

1. Prepare final construction drawings intended for permitting and self-performance of the work. Drawings to include floor plan, code analysis plan, four (4) exterior elevations, Roof Plan with roof details, Wall Section and Details, Interior Elevations, Finish Plans, Reflected Ceiling Plan, Door and Window schedules with details.
2. MEP scope will include:
  - a. Coordination with utility company.
  - b. Emergency Generator System design.
  - c. Electrical Service Entry design.
  - d. Electrical feeders and branch circuits design.
  - e. Lighting (interior and exterior) design.
  - f. HVAC systems design (not including cooling).
  - g. Plumbing design.



- 3. Structural design of the footings, foundations and building system.
- 4. Prepare a final Opinion of Probable Cost.

Subtotal of B, Items 1-4..... \$54,000.00

*Total Compensation*..... \$93,000.00

*The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

III. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Upgrading the construction drawings to Contract Documents suitable for public bidding. This would include a project manual with front end documents and technical specifications for public bidding.
- B. Bidding phase Services.
- C. Construction Phase Services.
- D. Third Party Detailed Cost Estimating.
- E. Utility applications and fees.
- F. RPZ design.

IV. Commencement of Work and Schedule

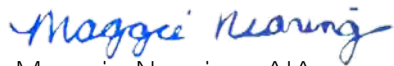
We can begin working on this immediately upon your approval.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Maggie Nearing, AIA  
Senior Architect



Gregory J. Hotaling, P.E.  
Senior Project Manager

Enclosure

[https://mrbgroup365.sharepoint.com/sites/proposals/shared documents/new york/canandaigua, town of/2024 onanda bath house/onanda bath house.docx](https://mrbgroup365.sharepoint.com/sites/proposals/shared%20documents/new%20york/canandaigua,%20town%20of/2024%20onanda%20bath%20house/onanda%20bath%20house.docx)

PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party **with seven days' written notice** in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including **attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.**

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

March 19, 2024

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

RE: PROPOSAL FOR PROFESSIONAL SERVICES  
ONANDA PARK – UPLAND IMPROVEMENTS  
FINAL DESIGN PLANS

Dear Jared:

Thank you for the opportunity to provide the following proposal for the above referenced project. If authorized to proceed, we intend to move forward with the preparation of final design plans, reports, calculations and applications as necessary and submit these to Town staff and applicable approving agencies for review. This document represents our lump sum professional engineering services as outlined below.

I. Project Understanding

MRB Group has worked with Town staff and the Parks & Recreation Committee to develop numerous concept plans in accordance with our November 21, 2022 contract with the Town. These concepts have been whittled down to a single plan entitled "Onanda Park Upland Area Concept Plan - March 2024", that incorporates the input from the various involved parties. This plan will be used as the basis for the final design and in summary includes the following.

- Provide access and accessibility to the upper cabin area and proposed ADA bathhouse by improving the existing driveway. This includes road replacement, driveway extension, and ending with a loop turnaround.
- A lower parking lot with twenty-one (21) spaces.
- Reconnection and improvements to the existing parking lot.
- Parking at King Hall with fifteen (15) spaces.
- Parking at the upper end of the road with thirteen (13) spaces.

- Removal of four (4) cabins, existing bathhouse, one (1) pavilion, the basketball court, playground, and a utility shed.
- Plan for the installation of one (1) recently purchased cabin and five (5) future cabins to be purchased.
- Expanding the four season use of the Upland Park Area and outbuildings.

Grading, utilities, and stormwater considerations are all facets of the project that will need to be addressed on the final design plans. Due to steep grades and a large vertical drop on site, all design elements will be a challenge. Grading was roughed out in the concept phase and will be fully completed within these plans. The goal is to keep road slopes under 12% at their steepest. Water will be supplied to the site with the construction of a new watermain off the County Road 16 main to provide both fire protection and water for the new cabins. Existing structures will be disconnected from the existing water service and connected to the new main. Disposal of sanitary sewage will be addressed through a combination of the use of the existing leachfield, and its potential expansion, and the installation of new on-site septic system(s). Further investigation of the site with Ontario County Soil and Water will be required as part of the design.

The project will need to comply with the NYSDEC Stormwater General Permit for Construction Activities, as soil disturbance is expected to exceed 1 acre. Stormwater mitigation will be required to address both water quantity and quality per current standards. A couple of shallow ponds are presently located within the curves of the existing road. These are planned for improvement and expansion to accommodate storm water runoff. Should these not be sufficient, other areas will be explored to supplement. A full SWPPP with calculations and mapping will be prepared. Portions of the project site may be considered as redevelopment.

The electric system will require on-site modifications to serve the updated park. Included in our proposal are site evaluation and design services for Jadestone Engineering to review the existing electric service and prepare construction plans based on the proposed improvements. The Town may self-perform a portion of the electrical work with final scope to be determined upon completion of the plans.

## II. Scope of Services and Compensation

MRB Group proposes the following scope of services based on Town construction efforts utilizing Town forces. No formal bid documents or specifications are anticipated at this time.

### A. Site Design Documents:

1. Utilize the topographic and boundary survey as completed in the concept phase as the bases for our design plans.
2. Prepare a full set of site construction drawings for Town and agency review to include the following items:
  - a. Demolition Plan – This plan depicts existing conditions and items to be removed and/or relocated as a part of the proposed project.
  - b. Site Plan – This plan defines the project development with planimetric information, including locations of buildings, parking areas, driveways, sidewalks, green space, and truck access. Site data will also be provided to show zoning information, impervious coverage, and parking requirements.
  - c. Utility Plan – This plan depicts existing and proposed storm sewers, sanitary sewers, and water lines. The plan will include horizontal and vertical information, as available, and associated notes. We are planning for two septic systems based on site grades and cabin locations.
  - d. Grading Plan – This plan depicts existing and proposed contours, spot elevations, areas to remain undisturbed, clearing limits, and proposed drainage patterns.
  - e. Erosion Control Plan – This plan depicts erosion control measures and a sequence of construction events needed to reduce erosion during construction. This plan may be combined with the grading plan.



- f. Profile Plan – This plan depicts a detailed profile of the centerline of the proposed road and will include slopes and vertical curves.
  - g. Details – This plan depicts the construction details and notes provided in accordance with the review agency's design specifications for project permitting.
- B. Electrical Evaluation & Design Plans – Jadestone Engineering (JSE)
- 1. JSE will conduct a site visit to assess the existing electrical systems on site and collect necessary design information.
  - 2. Electrical systems evaluation to include but is not limited to the following: electrical service entrance, transformer sizing, distribution equipment, lighting systems, wiring methods, and miscellaneous electrical equipment/devices.
  - 3. Provide electrical recommendations.
  - 4. As part of the study if JSE observes any code compliance violations or facility deficiencies while conducting our initial site visit (field survey) these items will be brought to the attention of MRB so that the Town can be notified.
  - 5. Make recommendations as how to correct any code violations and facility deficiencies (if any) and ensure the most reliable electrical systems are put in place.
  - 6. Provide an opinion of probable construction cost (OPCC) associated with electrical recommendations/options outlined within the technical memo.
  - 7. Provide electrical support to MRB and the Town throughout the duration of the project.
  - 8. JSE to provide construction documents to relocate the electrical service, provide power supply to the Cabins and ADA bathhouse. No formal bid documents are anticipated at this time.

C. Design Reports & Sizing:

1. The proposed project will disturb over 1 acre of soil. Therefore, in accordance with NYSDEC requirements, a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be required. Prepare drainage maps, calculations, and sizing for proposed water quality and quantity controls.
2. Engineer's memo and calculations for the proposed water system to submit to the NYSDOH.
3. Storm sewer calculations and sizing.

D. Agency Plan Review

1. Attend and present at Parks and Recreation Committee and Town Board (Anticipate two review meetings).
2. MRB Group to complete agency forms and submit proposed plans and documents to the following agencies:
  - Ontario County Soil & Water Conservation Service.
  - New York State Department of Health.
  - New York State Department of Environmental Conservation (NOI).
  - Ontario County Department of Transportation Utility Permit Application.
3. Provide Agencies and Owner with Paper Copies.

Total Basic Compensation ..... \$120,000.00

*The cost figure shown above represents our lump sum efforts based on the 2024 rates currently in effect. Any additional work beyond this fee and outside the scope of this proposal would be an additional service reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

*Owner is required to pay all application and agency review fees. Full payment is due upon completion of the project and prior to the release of final documents.*

III. Project Schedule

MRB Group is available to begin upon authorization to proceed.

IV. Additional Services

The following items are not included in the above Scope of Services and Basic Compensation but can be provided at our standard hourly rates.

- A. Bidding or Construction phase services
- B. Owner to provide abstract of title.
- C. Geotechnical report or subsurface investigations.
- D. Environmental reviews, investigation or remediation design.
- E. Design of ADA bathhouse
- F. Jadestone Electric Bid Package
- G. Evaluation or design beyond project area or scope listed above.
- H. Agency review fees.
- I. Design plans for architectural, MEP, and electric & gas services.
- J. Special plans, reports, applications or documentation in addition to those listed above that may be required by Federal, State, County, City or institutional agencies having jurisdiction in order to obtain final site plan approval.
- K. Construction stakeout.
- L. Easement maps and descriptions.
- M. Filing of easements (typically by Owner's attorney).
- N. Traffic impact analysis.
- O. Area variance(s), if necessary, to address noncompliance with code for items such as parking or setbacks.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Gregory J. Hotaling, P.E.  
Project Manager



James J. Oberst, P.E.  
Executive Vice President/COO

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Canandaigua, Town of/Parks and Recreation Master Planning Services/Onanda Park/Onanda Park Final Design.docx>

PROPOSAL ACCEPTED BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

Thomas Fromberger, P.E. & Stephen Schultz, P.E. – MRB Group



MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

# **ATTACHMENT 13**

LAW OFFICES

OF

*Timothy R. McGill*

248 WILLOWBROOK OFFICE PARK

FAIRPORT, NEW YORK 14450

Kristine M. Bryant  
Paralegal

Tel: (585) 381-7470

Fax: (585) 381-7498

May 13, 2024

Jared Simpson, Town Supervisor  
Town of Canandaigua  
5440 Routes 5&20 West  
Canandaigua, New York 14424

Re: ***Town of Canandaigua, New York  
Canandaigua Consolidated Water District***

Dear Supervisor Simpson:

Enclosed for the board's and your consideration is a bond resolution for the captioned matter, together with the estoppel notice required to be published in connection therewith. As I understand it, the Board may consider the enclosed resolution at a board meeting scheduled for May 20, 2024. Please note that the resolution must be adopted by 2/3 vote of the entire voting strength of the board, not just a majority of a smaller quorum that may be present.

The open meeting law requirements for calling a board meeting are summarized for your convenience as follows:

1. Public notice of the time and place of a meeting scheduled at least one week prior thereto shall be given to the news media and shall be conspicuously posted in one or more designated public locations at least seventy-two hours before such meeting.
2. Public notice of the time and place of every other meeting shall be given, to the extent practicable, to the news media and shall be conspicuously posted in one or more designated public locations at a reasonable time prior thereto.
3. When the Town has the ability to do so, notice of the time and place of a meeting given in accordance with numbered paragraph one or two above shall also be conspicuously posted on the Town's internet website.



*Timothy R. McGill*

Jared Simpson, Town Supervisor  
Town of Canandaigua  
May 13, 2024


Page 2

Please note that under the Open Meetings Law any proposed resolution that is scheduled to be the subject of discussion by a public body during an open meeting shall be made available, upon request therefor, to the extent that you determine practicable, at least twenty-four hours prior to the meeting during which the resolution will be discussed, and you may charge a reasonable fee, determined in the same manner as provided under the Freedom of Information Law. Advance online posting of a resolution is required if you maintain a regularly and routinely updated website and utilize a high speed internet connection, at least twenty-four hours prior to the meeting, but again, to the extent that you determine practicable. The enclosed bond resolution includes a certification as to compliance with the above.

Once the Bond Resolution is adopted (by a 2/3 positive vote of the entire voting strength of the Board), the NOTICE PURSUANT TO LOCAL FINANCE LAW SECTION 81.00 (estoppel notice, included as page 4 of the enclosed), together with the full Bond Resolution, should be published in each official newspaper of the Town. For your convenience, I have drafted and enclosed a copy of the bond resolution in a format suitable for delivery to the newspaper(s). No sooner than twenty (20) days thereafter, the Town may issue its Bonds or Bond Anticipation Notes, as applicable. Please forward to me a copy of the newspaper affidavit(s) of publication when available, along with an executed copy of the Bond Resolution.

Please do not hesitate to contact me if there are any questions or comments regarding any of the above or otherwise concerning this financing. I appreciate this opportunity to continue to serve the Town and look forward to working with you on this matter. Thank you.

Very truly yours,



Timothy R. McGill

TRM:kmb

Encl.

pc: Christian M. Nadler, Esq.  
Gregory Hotaling, PE  
Bernard P. Donegan, Inc.

## MEMORANDUM

To: Honorable Jared Simpson, Town Supervisor  
James Fletcher, Highway & Water Superintendent

COPY: Crystelyn Laske, Town Clerk

FROM: Gregory Hotaling, P.E.

DATE: March 7, 2024 MRB GROUP PROJECT NO: 0300.24001

RE: CANANDAIGUA CONSOLIDATED WATERMAIN REPLACEMENT – DRAFT SCHEDULE  
(REVISED)

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The schedule below represents the tentative schedule for meeting the deadline for the Water Infrastructure Improvements Act (WIIA) application, administered by the New York State Environmental Facilities Corporation (NYSEFC):

Schedule:

Prior to April 8<sup>th</sup>, 2024 – MRB to prepare Full Part 1 EAF, Intent Resolution and SHPO submission.

April 8<sup>th</sup>, 2024 (T. Board Mtg.) – TB Declares Intent to be Lead Agency; MRB will mail out coordination letters. Begin the 30-day Lead Agency Coordination (April 10, 2024).

April 22<sup>nd</sup>, 2024 (T. Board Mtg.) – No SEQR Action; Set the Public Hearing for the 202B Resolution for May 20<sup>th</sup> Town Board Meeting.

May 10<sup>th</sup>, 2024 – 30-day SEQR comment period ends.

May 20<sup>th</sup>, 2024 (T. Board Mtg.) – Complete SEQR (adopt a negative declaration). Pass 202B resolution. Pass bond resolution. Publish estoppel notice in following issue of official newspaper beginning 20-day estoppel period.

Prior to May 22<sup>nd</sup>, 2024 – MRB will submit SEQR Declaration to ENB for publication on May 29<sup>th</sup>, 2024.

Week of June 10<sup>th</sup>, 2024 – End of estoppel period (20 days after publication).

June 14<sup>th</sup>, 2024 – Submit WIIA application.



<u>05/20/24</u>	Town Attorney Bond Counsel	7 <b>REGULAR TOWN BOARD MEETING:</b> a.) Bond Resolution Adoption. Approximately \$8,500,000 Maximum Cost (\$8,500,000 Bonds). b.) Set up Interfund loan for initial construction costs (if needed).
<u>05/21/24</u>	Town Clerk	8 Submit Notice of Estoppel to Official Newspaper.
<u>05/23/24</u>	Town Clerk Newspaper	9 Publish Bond Resolution Notice of Estoppel in official newspaper.
<u>06/13/24</u>	Calendar	10 Estoppel Period Expires.
<u>TBD</u>	Town Attorney	11 <b>REGULAR TOWN BOARD MEETING:</b> a.) Authorize advertising for bids.
<u>TBD</u>	Town Engineer	12 Advertise for bids. (Publication date)
<u>TBD</u>	Town Engineer	13 Open construction bids.
<u>TBD</u>	Town Engineer	14 Complete obtaining easements (in necessary).
<u>TBD</u>	Town Engineer	15 <b>REGULAR TOWN BOARD MEETING:</b> a.) Award Bids. (Within 45-60 days after opening bids.
<u>TBD</u>	Town Engineer	16 Notice to proceed. (Within 14 days after award).

**REGULAR BOARD MEETING DATES: 2nd & 4th Monday**

NOTICE PURSUANT TO LOCAL FINANCE LAW SECTION 81.00

The bond resolution published herewith was adopted on May 20, 2024, and the validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Canandaigua is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Crystelyn Laske, Town Clerk  
Town of Canandaigua, New York

BOND RESOLUTION DATED MAY 20, 2024 OF THE TOWN BOARD OF THE TOWN OF CANANDAIGUA, NEW YORK, AUTHORIZING GENERAL OBLIGATION SERIAL BONDS TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS WITHIN THE TOWN, AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES IN CONTEMPLATION THEREOF, THE EXPENDITURE OF SUMS FOR SUCH PURPOSE, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town of Canandaigua Consolidated Water District is a water district of the Town of Canandaigua, New York, duly established by the Town Board pursuant to the Town Law and, pursuant to a resolution adopted on May 20, 2024, the Town has duly authorized additional facilities therein pursuant to §202-b of the Town Law; and

WHEREAS, the Town, acting as lead agency under the State Environmental Quality Review Act and the applicable regulations promulgated thereunder ("SEQRA"), has completed its environmental review and, on May 20, 2024, has duly adopted a negative declaration and has determined that the implementation of the type I action as proposed will not result in any significant adverse environmental impacts; now therefore, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF CANANDAIGUA, NEW YORK (hereinafter referred to as the "Town"), by the favorable vote of not less than

two-thirds of all of the members of such Board, as follows:

Section 1. The Town of Canandaigua shall undertake certain capital improvements consisting of the acquisition and construction of water improvements for the Town of Canandaigua Consolidated Water District, duly authorized pursuant to Section 202-b of the Town Law, to include the replacement of the watermain on Middle Cheshire Road from north of the 5 & 20 down to Wells Curtice Road, and a small section down Wells Curtice Road to the PRV vault with 12" PVC, and improvements to the Cramer Road Tanks to add aspirators to enhance THM removal system and other improvements to pressure reducing valves throughout the system, and the acquisition of original furnishings, equipment, machinery or apparatus, or the replacement of such equipment, machinery or apparatus, and other incidental improvements that may be required in connection therewith for such construction and district use (hereinafter referred to as "purpose"), and general obligation serial bonds in an aggregate principal amount not to exceed \$8,520,000 of the Town are hereby authorized to be issued to finance said purpose, and bond anticipation notes in anticipation thereof (and renewals thereof) of the Town are hereby authorized to be issued to finance said purpose.

Section 2. The estimated maximum aggregate cost to the Town of Canandaigua of said purpose, which may include preliminary costs and costs incidental thereto and costs of the financing thereof, is estimated to be \$8,520,000, and said amount is hereby appropriated therefor. The plan for financing of said purpose is to provide all of such maximum cost by issuance of bonds or bond anticipation notes as herein authorized, to be offset and reduced dollar for dollar by the amount grants received, if any.

Section 3. It is hereby determined and declared that (a) said purpose is one of the class of objects or purposes described in Subdivision 1 of Paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty (40) years, (b) the proposed maximum maturity of said bonds authorized by this resolution will be in excess of five years, (c) current funds required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, to the extent applicable, if any, will be provided, (d) the notes herein authorized are issued in anticipation of bonds for an assessable improvement, and (e) there are presently no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

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

Section 5. It is hereby determined and declared that the Town reasonably expects to reimburse the general fund, or such other fund as may be utilized, not to

exceed the maximum amount authorized herein, from the proceeds of the obligations authorized hereby for expenditures, if any, from such fund that may be made for the purpose prior to the date of the issuance of such obligations. This is a declaration of official intent under Treasury Regulation §1.150-2.

Section 6. The power to further authorize the sale, issuance and delivery of said bonds and notes and to prescribe the terms, form and contents of said bonds and notes, including, without limitation, the consolidation with other issues, the determination to issue bonds with substantially level or declining annual debt service, all contracts for, and determinations with respect to, credit or liquidity enhancements, if any, and to sell and deliver said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, including without limitation, the authority to determine whether to accept bids electronically to the extent allowed by the Local Finance Law, and the power to contract and issue indebtedness pursuant to §169.00 of the Local Finance Law, if applicable, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign by manual or facsimile signature and attest any bonds and notes issued pursuant to this resolution, and are hereby authorized to affix to such bonds and notes the corporate seal of the Town of Canandaigua.

Section 7. The faith and credit of the Town of Canandaigua, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. Such bonds and notes shall be payable from a levy on real property in such district benefitted or user charges therefor, in the manner provided by law, but if not paid from such source, all the taxable real property in the Town is subject to the levy of *ad valorem* taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount, subject to applicable statutory limitations, if any, sufficient to pay the principal of and interest on said bonds and notes. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

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

Section 9. This resolution shall take effect immediately upon its adoption.

# **ATTACHMENT 14**



# *Town of Canandaigua*

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

*Established 1791*

The following resolution was acted upon by the Canandaigua Town Board on April 22, 2024.

## **RESOLUTION # 2024-109: ORDER FOR A PUBLIC HEARING ON TOWN OF CANANDAIGUA 2024 WATER SYSTEM IMPROVEMENTS PROJECT**

### ORDER

**WHEREAS**, the Town Board of the Town of Canandaigua (“Town Board”), acting on behalf of the Canandaigua Consolidated Water District (“CCWD”), is considering the following improvements to the water system located in the CCWD:

- 1. Replacement of the existing 12” ACP water main along portions of Middle Cheshire Road between Parrish Street and Wells Curtice Road with new 12” PVC water main.**
- 2. Replacement of the existing 8” ACP water main along Wells Curtice Road between Middle Cheshire Road and the PRV vault approximately 1,500 LF east of Middle Cheshire Road with new 8” PVC water main.**
- 3. Installation of new surface aspirators to supplement the existing TTHM Removal Equipment in each of the water storage tanks at the Cramer Road tank site.**

**WHEREAS**, the Town Board has received a Preliminary Engineering Report for the Town of Canandaigua 2024 Water System Improvements Project, dated April 2024 from Town Engineer MRB Group (“PER”), which sets forth a map of the proposed improvements, and a plan for the installation of said proposed improvements, including cost estimates and financing options; and

**WHEREAS**, the maximum amount to be expended on the proposed improvements shall be \$8,520,000.00; and

**WHEREAS**, the typical property in the CCWD is single family residential, and the estimated annual cost of the proposed improvements to such typical property will be between \$77.65 - \$232.83 depending on the amount of grant funding, if any, received; and

**WHEREAS**, a detailed explanation of how the estimated costs to the typical property were computed is contained in the PER, which will be filed at the Town Clerk’s Office for public inspection; and

**WHEREAS**, the estimated cost of the proposed improvements to the typical property in the CCWD does not exceed the average cost threshold established by the NYS Comptroller pursuant to NYS Town Law § 194; and

**IT IS HEREBY ORDERED**, that a public hearing be held on May 20, 2024 at 6:00 PM at the Canandaigua Town Hall, 5440 Routes 5 & 20 W, Canandaigua, NY 14424 at which the Town Board shall hear all persons interested in the subject matter hereof; and

**IT IS FURTHER ORDERED**, that the Town Clerk is directed to take the following actions in accordance with NYS Town Law:

- 1. Arrange for a certified copy of this ORDER to be published at least once in the official paper, the first publication thereof to be not less than ten nor more than twenty days before the day set for the hearing.**
- 2. Cause a certified copy of this ORDER to be posted on the Town Sign Board not less than ten nor more than twenty days before the day designated for the hearing.**
- 3. Post a certified copy of this ORDER on the Town's website.**
- 4. Prior to publication of this ORDER, file the PER at the Town Clerk's Office and make said PER available for public inspection during the normal business hours of the Town Clerk's Office.**
- 5. File a certified copy of this ORDER with the NYS Comptroller's Office.**

**IT IS FURTHER ORDERED**, that the Town Attorney is directed to prepare a proposed resolution and order pursuant to NYS Town Law § 202-b, for the Town Board's consideration, that the proposed improvements as described in the PER are in the public interest.

Motion made by Council Member Fennelly, seconded by Council Member Sauter

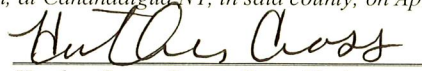
5 Ayes: Casey, Fennelly, Rudolph, Sauter, Simpson

*STATE OF NEW YORK}*  
*County of Ontario}*  
*Town of Canandaigua}*

*I DO HEREBY CERTIFY that I have compared the preceding with the original thereof, on file and on record in the Town Clerk's office, and that the same is a correct copy and transcript therefrom and of the whole of said original; and that said original was duly adopted at a meeting of the Town Board held at Canandaigua, New York, on April 22, 2024.*

SEAL

*Given under my hand and the official seal of said Town, at Canandaigua, NY, in said county, on April 24, 2024*

  
Heather Cross, Deputy Town Clerk

# LOCALiQ

Observer-Dispatch | Daily Messenger  
Times Telegram | New Jersey Herald  
Times Herald-Record

PO Box 631202 Cincinnati, OH 45263-1202

## AFFIDAVIT OF PUBLICATION

Crystelyn Laske  
Town of Canandaigua- Town Clerks Office  
5440 State Route 5 And 20  
Canandaigua NY 14424-9327

### STATE OF WISCONSIN, COUNTY OF BROWN

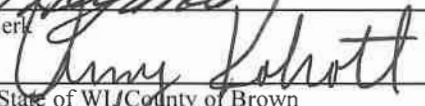
The Daily Messenger, a daily newspaper of general circulation, printed and published in Canandaigua, Ontario County, New York; that the publication, a copy of which is attached hereto, was Published in said newspaper in the issues dated:

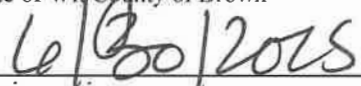
05/09/2024

That said newspaper was regularly issued and circulated on those dates.

Sworn to and subscribed before on 05/09/2024

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

  
\_\_\_\_\_  
My commission expires

Publication Cost: \$126.92  
Order No: 10156093 # of Copies:  
Customer No: 1263078 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

AMY KOKOTT  
Notary Public  
State of Wisconsin

# **ATTACHMENT 15**

**PUBLIC HEARING NOTICE**

The following resolution was acted upon by the Canandaigua Town Board on April 22, 2024.

**RESOLUTION # 2024-109: ORDER FOR A PUBLIC HEARING ON TOWN OF CANANDAIGUA 2024 WATER SYSTEM IMPROVEMENTS PROJECT**

**ORDER**

**WHEREAS**, the Town Board of the Town of Canandaigua ("Town Board"), acting on behalf of the Canandaigua Consolidated Water District ("CCWD"), is considering the following improvements to the water system located in the CCWD:

1. Replacement of the existing 12" ACP water main along portions of Middle Cheshire Road between Parrish Street and Wells Curtice Road with new 12" PVC water main.
2. Replacement of the existing 8" ACP water main along Wells Curtice Road between Middle Cheshire Road and the PRV vault approximately 1,500 LF east of Middle Cheshire Road with new 8" PVC water main.
3. Installation of new surface aspirators to supplement the existing TTHM Removal Equipment in each of the water storage tanks at the Cramer Road tank site.

**WHEREAS**, the Town Board has received a Preliminary Engineering Report for the Town of Canandaigua 2024 Water System Improvements Project, dated April 2024 from Town Engineer MRB Group ("PER"), which sets forth a map of the proposed improvements, and a plan for the installation of said proposed improvements, including cost estimates and financing options; and

**WHEREAS**, the maximum amount to be expended on the proposed improvements shall be \$8,520,000.00; and

**WHEREAS**, the typical property in the CCWD is single family residential, and the estimated annual cost of the proposed improvements to such typical property will be between \$77.65 - \$232.83 depending on the amount of grant funding, if any, received; and

**WHEREAS**, a detailed explanation of how the estimated costs to the typical property were computed is contained in the PER, which will be filed at the Town Clerk's Office for public inspection; and

**WHEREAS**, the estimated cost of the proposed improvements to the typical property in the CCWD does not exceed the average cost threshold established by the NYS Comptroller pursuant to NYS Town Law §194; and

**IT IS HEREBY ORDERED**, that a public hearing be held on May 20, 2024 at 6:00 PM at the Canandaigua Town Hall, 5440 Routes 5 & 20 W, Canandaigua, NY 14424 at which the Town Board shall hear all persons interested in the subject matter hereof; and

**IT IS FURTHER ORDERED**, that the Town Clerk is directed to take the following actions in accordance with NYS Town Law:

1. Arrange for a certified copy of this ORDER to be published at least once in the official paper, the first publication thereof to be not less than ten nor more than twenty days before the day set for the hearing.
2. Cause a certified copy of this ORDER to be posted on the Town Sign Board not less than ten nor more than twenty days before the day designated for the hearing.
3. Post a certified copy of this ORDER on the Town's website.
4. Prior to publication of this ORDER, file the PER at the Town Clerk's Office and make said PER available for public inspection during the normal business hours of the Town Clerk's Office.
5. File a certified copy of this ORDER with the NYS Comptroller's Office.

**IT IS FURTHER ORDERED**, that the Town Attorney is directed to prepare a proposed resolution and order pursuant to NYS Town Law §202-b, for the Town Board's consideration, that the proposed improvements as described in the PER are in the public interest.

Motion made by Council Member Fennelly,  
seconded by Council Member Sauter

5 Ayes: Casey, Fennelly, Rudolph, Sauter, Simpson

STATE OF NEW YORK }  
County of Ontario }  
Town of Canandaigua }

I DO HEREBY CERTIFY that I have compared the preceding with the original thereof on file and on record in the Town Clerk's office, and that the same is a correct copy and transcript therefrom and of the whole of said original; and that said original was duly adopted at a meeting of the Town Board held at Canandaigua, New York, on April 22, 2024.

SEAL

Given under my hand and the official seal of said Town, at Canandaigua NY, in said county, on April 24, 2024

*/s/Heather Cross,*  
Deputy Town Clerk





# APPENDIX B

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, Jared Simpson, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Seneca Point Culvert, Canandaigua, NY 14424.  
(Insert project/service description)

#### M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

#### EEO

- (a) This organization 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 programs of affirmative action to ensure that minority group members 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 workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization 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.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

Print: Jared Simpson Title: Town Supervisor

## APPENDIX B

Jared Simpson (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # D041054) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY22-23 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

**Pre-Advertisement:** As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.



## APPENDIX B

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

**Post Award:** If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

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

Name: Jared Simpson \_\_\_\_\_

Title: Town Supervisor \_\_\_\_\_

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

MUNICIPALITY/SPONSOR: **Town of Canandaigua**

PROJECT ID NUMBER: **4BNY.65**

PHASE: PER SCHEDULES A

## **BridgeNY Culvert Local Project Agreement**

CONTRACT NO. **D041054**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the **Town of Canandaigua** (the "Municipality/Sponsor") with its office at **5440 Route 5 & 20 West, Canandaigua, NY 14424.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **Seneca Point Road over Unnamed Trib to Canandaigua Lake (Culvert)** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_, adopted at meeting held on \_\_\_\_\_, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the <sup>Town Supervisor</sup> of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York

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State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance

benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

**12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.**

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written

approval therefor from NYSDOT.

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us).

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at [www.dot.ny.gov/main/business-center/civil-rights/](http://www.dot.ny.gov/main/business-center/civil-rights/).

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct



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goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15<sup>th</sup> day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: [www.dot.ny.gov/dotapp/ebo](http://www.dot.ny.gov/dotapp/ebo).

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

[www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us](http://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us)

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at [www.dot.ny.gov/programs/smart-planning/smartgrowth-law](http://www.dot.ny.gov/programs/smart-planning/smartgrowth-law).

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 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 email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **Jon Harman**

Title: **RLPL**

Address: **1530 Jefferson Road, Rochester, NY 14623**

Telephone Number: **585-371-9259**

Facsimile Number: **585-427-8346**

E-Mail Address: **jon.harman@dot.ny.gov**

**Municipality/Sponsor Town of Canandaigua**

Name: **James Fletcher**

Title: **Highway and Water Superintendent**

Address: **5440 Route 5 & 20 West, Canandaigua, NY 14424**

Telephone Number: **585-394-3300**

Facsimile Number: **585-394-3767**

E-Mail Address: **jfletcher@townofcanandaigua.org**

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By:

By:

Print Name:

Print Name:

Title:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

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

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

\_\_\_\_\_  
Notary Public

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 4BNY.65**

<b>OSC Contract #:</b> <u>D041054</u>	<b>Contract Start Date:</b> <u>7/5/2023</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>7/5/2028</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b> <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
<b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Town of Canandaigua Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS	
<b>Work Type:</b> OTHER (See Footnotes)	<b>County</b> (If different from Municipality): Ontario
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
<b>Project Description:</b> Seneca Point Road over Unnamed Trib to Canandaigua Lake (Culvert)	
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>A. Summary of Participating Costs FOR ALL PHASES</b> <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
4BNY.65.301	Current	Other (see FN) **	\$1,500,000.00	\$0.00	\$1,500,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$1,500,000.00	\$ 0.00	\$1,500,000.00	\$ 0.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A    PIN 4BNY.65**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$1,500,000.00	\$ 0.00	\$1,500,000.00
		<b>Total FEDERAL Cost</b>	\$ 0.00
		<b>Total STATE Cost</b>	\$1,500,000.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$1,500,000.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Paula Samson</u> Phone No: <u>585-272-3333</u>
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*See Agreement (or Supplemental Agreement Cover) for required contract signatures.*

**Footnotes (FN):** (See [LPB's](#) SharePoint for link to sample footnotes)

- This is a 2022 Bridge NY Culvert project with a programmed amount of \$1,500,000. Funding may be applied to all phases of the project.
- This project includes a local non-part share of \$527,386.00 for Construction.
- Project must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.
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## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>



<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |   |   |
|--|---|---|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, 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 other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment 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.

**16. NO ARBITRATION.** Disputes involving this 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.

**17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used 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 or 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.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** 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.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** 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: <https://ogs.ny.gov/iran-divestment-act-2012>

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.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

## **APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# APPENDIX B

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

\_\_\_\_\_  
(Insert project/service description)

#### M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

#### EEO

(a) This organization 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 programs of affirmative action to ensure that minority group members 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 workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

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

## APPENDIX B

\_\_\_\_\_ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # \_\_\_\_\_) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY22-23 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

**Pre-Advertisement:** As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

## APPENDIX B

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

**Post Award:** If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

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

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

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

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

# **ATTACHMENT 16**



<b>Date</b>	<b>Activity</b>	<b>Start time</b>	<b>End Time</b>	<b>Hours</b>
1/1/2024	swearing in for newly elected Town Board, set up and clean up	10:30am	1:00PM	2.5
1/3/2024	working at Town hall, meeting prep, conference registration, constituent call	8AM	2:00PM	6
1/4/2024	preparing meeting schedules, conversations with other board members	9am	3pm	6
1/8/2024	Town Board meeting and prep	3PM	9:30pm	6.5
1/10/2024	Cloud permit training, meeting prep, board phone calls	12PM	5pm	5
1/11/2024	prep for PPW meeting	2PM	4PM	2
1/12/2024	PPW meeting, followup, prep for finance	9AM	3PM	6
1/13/2024	call with constituent	9am	9:30am	0.5
1/16/2024	call with constituent	8:30pm	9pm	0.5
1/18/2024	LDC meeting, staff meetings	8:30am	1:30pm	5
24-Jan	prep for Finance meeting, email correspondence	9am	4pm	7
1/25/2024	call with planning board member, prep for Ordinance prep for Town Board meeting, interview with Princeton	8am	12:30pm	4.5
1/29/2024	study on public officials	9:30am	4:00pm	6.5
1/30/2024	calls with board, attorney prep for Town Board meeting, meeting and follow up	3:30pm	5:30pm	2
1/31/2024	constituent calls	2:00pm	10:30pm	8.5
2/1/2024	constituent call	11am	12pm	1
2/1/2024	meeting follow up prep for Ordinance meeting, return phone calls,	2pm	4pm	2
2/2/2024	constituent calls	10am	5pm	7
2/5/2024	constituent calls, and emails, Ordinance meeting	9am	3pm	6
2/8/2024	Finance meeting, follow up, STR emails PPW meeting, follow up, went door to door for County	8am	2pm	6
2/9/2024	Rd. 28 sewer petitions	10am	4pm	6
2/12/2024	prep for Town Board meeting and meeting	3pm	8:30pm	5.5
2/15/2024	LDC meeting, records, prep for AOT training	8:30am	1:30pm	5
2/16/2024	Incentive Zoning research AOT conference, registration, attend expo with	9am	10am	1
18-Feb	Supervisor	12:30pm	4pm	3.5
2/19/2024	AOT training conference, NY	9am	4:30pm	7.5
2/20/2024	AOT training conference, NY	9am	4:30pm	7.5
2/21/2024	AOT training conference board meeting	8am	9am	7
2/22/2024	Prep for board meeting, agendas	10am	12pm	2
2/25/2024	call with one constituent, meet with a second	11:30am	12:30pm	1
2/26/2024	Prep for meeting, Town Board meeting	1:30pm	7:30pm	6

2/28/2024 Parks and Rec meeting follow up on AOT conference, prep for Ordinance	6pm	7:30pm	1.5
2/29/2024 meeting	9am	12pm	3
3/1/2024 floor plans meeting, PUD meeting, prep for Ordinance	8:30am	2pm	5.5
3/3/2024 reviewing STR law, PUD law, IZ law and MUO code	8:30am	10:30am	2
3/4/2024 Ordinance meeting and follow up working at Town hall, meeting prep, Finance committee	7am	1:30pm	6.5
3/5/2024 prep	10am	4pm	6
3/8/2024 PPW meeting	9am	12:30pm	3.5
3/11/2024 prep for Town Board meeting, attend meeting	3pm	9pm	6
3/12/2024 call to Supervisor to discuss IZ	5pm	6pm	1
3/14/2024 Finance meeting	8am	12pm	4
3/21/2024 LDC meeting, emails, review for board meeting agenda	8am	1pm	5
3/25/2024 work TH, Board meeting	1pm	10pm	9
3/27/2024 constituent calls re: Incentive zoning  attend ag forum with congresswoman, answering	8am	9am	1
3/28/2024 emails, follow up items from board meeting	9:30am	1:30pm	4
3/29/2024 incentive zoning review, STR review, prep for Ordinance	9am	3pm	6
<b>TOTAL:</b>			<b>206.5</b>

Signature: 

Date: 5/8/2024

# **ATTACHMENT 17**

MARK EDWARD DEUTSCHLANDER  
PROFESSOR, HOBART AND WILLIAM SMITH COLLEGES

**Education**

1998 Ph.D. in Zoology, Indiana University, Bloomington, IN  
1992 B.S. in Biology *summa cum laude*, State University of New York at Geneseo

**Academic Appointments**

2015-present Full Professor of Biology, Hobart and William Smith Colleges, Geneva, NY  
2008-2015 Associate Professor of Biology, Hobart and William Smith Colleges, Geneva, NY  
2002-2008 Assistant Professor of Biology, Hobart and William Smith Colleges, Geneva, NY  
2000-2002 Assistant Professor of Biological Sciences, Rochester Institute of Technology, NY  
1999-2000 Postdoctoral Fellow, University of Victoria, Victoria, B.C. Canada  
1998 Visiting Scientist, University of Technology, Sydney, NSW Australia

**Other Professional Appointments**

2023-present Council Member and Publications Chair, Association of Field Ornithologists  
2022-present Fellow to the American Ornithological Society.  
2021-present President, Board of Directors, Braddock Bay Bird Observatory.  
2020-present Associate Editor, Wilson Journal of Ornithology.  
2017-2019 President, Wilson Ornithological Society  
2015-2017 First Vice-President, Wilson Ornithological Society  
2013-2015 Second Vice-President, Wilson Ornithological Society  
2014-2019 Associate Editor, *The Auk: Ornithological Advances*  
2013-2022 Elective Member of the American Ornithologists' Union  
2010-2013 Elected Council Member & Chair of Membership, Wilson Ornithological Society  
2010-2021 Board of Directors Member, Braddock Bay Bird Observatory, Rochester, NY.  
2012-2020 Head of Research Committee for the Braddock Bay Bird Observatory  
2000-present Research Advisor, Braddock Bay Bird Observatory  
2005-2010 President, Board of Directors, Braddock Bay Bird Observatory.  
2002-2004 Vice President, Board of Directors, Braddock Bay Bird Observatory.  
2000-2002 Board of Directors Member, Braddock Bay Bird Observatory.

**Publications (\* denotes student co-author)**

GIANVECCHIO\*, M.L. AND M.E. DEUTSCHLANDER. 2023. Evaluating the impacts of season, timing, and age on the energetic condition of *Catharus* thrushes at a northern stopover site. 135: 129-153.  
PHILLIPS, J.B., R. MUHEIM, M. PAINTER, J. RAINES, C. ANDERSON, L. LANDLER, D. DOMMER, A. RAINES, M.E. DEUTSCHLANDER, J. WHITEHEAD, N. EDGAR FITZPATRICK, P. YOUMANS, C. BORLAND, K. SLOAN & K. MCKENNA. 2022. Why is it so difficult to study magnetic compass orientation in murine rodents? *Journal of Comparative Physiology A*. 208: 197-2012.  
GIANVECCHIO\*, M.L., M.E. DEUTSCHLANDER, AND S.R. MORRIS. 2021. Flight call response is lower at dusk than during daytime in two parulid species. *Wilson Journal for Ornithology*. 133: 22-33.  
HOLZSCHUH, J.A.\* AND M.E. DEUTSCHLANDER. 2016. Do migratory warblers carry excess fuel reserves during migration for insurance or for breeding purposes? *The Auk: Ornithological Advances* 133: 459-469.  
DEUTSCHLANDER, M.E., AND R.C. BEASON. 2014. Avian navigation and geomagnetic positioning. *Journal of Field Ornithology* 85:111-133.  
MUHEIM, R., I. HENSHAW, S. SJÖBERG, AND M.E. DEUTSCHLANDER. 2014. BirdOriTrack: a video tracking program as new tool in experimental orientation research with migratory birds. *Journal of Field Ornithology* 85:91-105.

- FAIL, J., M.E. **DEUTSCHLANDER**, AND A.M. SHELTON. 2013. Antixenotic resistance of cabbage to onion thrips (Thysanoptera: Thripidae) I. Light Reflectance. *Journal of Economic Entomology* 106:2602-2612.
- DEUTSCHLANDER**, M.E., J.B. PHILLIPS, AND U. MUNRO. 2012. Age-dependent orientation to magnetically-simulated geographical displacements in migratory Australian Silvereyes (*Zosterops l. lateralis*). *Wilson Journal of Ornithology* 124:467-477.
- DIAZ-MONTANO, J., J. FAIL, M.E., **DEUTSCHLANDER**, B.A. NAULT, AND A.M. SHELTON. 2012. Characterization of resistance, evaluation of the attractiveness of plant odors and effect of leaf color on different onion cultivars to onion thrips (Thysanoptera: Thripidae). *Journal of Economic Entomology* 105:632-641.
- MUHEIM, R., J.B. PHILLIPS, AND M.E. **DEUTSCHLANDER**. 2009. White-throated sparrows calibrate their magnetic compass by polarized light cues during both autumn and spring migration. *Journal of Experimental Biology* 212:3466-3472.
- FELLER\*, K.D., S. LAGERHOLM, R. CLUBWALA\*, M.T. SILVER\*, D. HAUGHEY\*, J.M. RYAN, E.R. LOEW, M.E. **DEUTSCHLANDER**, AND K.L. KENYON. 2009. Characterization of photoreceptor cell types in the little brown bat *Myotis lucifugus*. *Comparative Biochemistry and Physiology* 154:412-418.
- DEUTSCHLANDER**, M.E., AND R. MUHEIM. 2009. Fuel reserves affect migratory orientation of thrushes and sparrows both before and after crossing an ecological barrier near their breeding grounds. *Journal of Avian Biology* 40:85-89.
- DEUTSCHLANDER**, M.E., M.J. FREAKE, S.C. BORLAND, J.B. PHILLIPS, R.C. MADDEN, L.E. ANDERSON, AND B.W. WILSON. 2003. Learned magnetic compass orientation by the Siberian hamster, *Phodopus sungorus*. *Animal Behavior* 65:779-786.
- DEUTSCHLANDER**, M.E., D.K. GREAVES\*, T. HAIMBERGER, AND C.W. HAWRYSHYN. 2001. Functional mapping of UV photosensitivity during metamorphic transitions in a salmonid fish, *Oncorhynchus mykiss*. *Journal of Experimental Biology* 204:2401-2413.
- HAWRYSHYN, C.W., HAIMBERGER, T.J. AND M.E. **DEUTSCHLANDER**. 2001. Microspectrophotometric measurements of vertebrate photoreceptors using CCD-based detection technology. *Journal of Experimental Biology* 204:2431-2438.
- DEUTSCHLANDER**, M.E., J.B. PHILLIPS, AND S.C. BORLAND. 2000. Magnetic compass orientation in the Eastern red-spotted newt, *Notophthalmus viridescens*: Rapid acquisition of the shoreward axis. *Copeia* 2:413-419.
- DEUTSCHLANDER**, M.E., S.C. BORLAND, AND J.B. PHILLIPS. 1999. Extraocular magnetic compass in newts. *Nature*. 400:324-325.
- DEUTSCHLANDER**, M.E., J.B. PHILLIPS, AND S.C. BORLAND. 1999. The case for light-dependent magnetic orientation in animals. *Journal of Experimental Biology* 202:891-908.
- DEUTSCHLANDER**, M.E., AND J.B. PHILLIPS. 1995. Characterization of an ultraviolet photoreception mechanism in the retina of an amphibian, the axolotl (*Ambystoma mexicanum*). *Neuroscience Letters* 197:93-96.
- BEASON, R.C., N. DUSSOURD, AND M.E. **DEUTSCHLANDER**. 1995. Behavioral evidence for the use of magnetic material in magnetoreception by a migratory bird. *Journal of Experimental Biology* 198:141-146.

#### Other Contributed Publications

- DEUTSCHLANDER**, M.E., AND R. MUHEIM. 2010. Magnetic orientation in migratory songbirds. In: *Encyclopedia of Animal Behavior*, volume 2 (M.D. Breed and J. Moore, eds.), pp. 314-323. Academic Press, Oxford.
- PHILLIPS, J.B., AND M.E. **DEUTSCHLANDER**. 1997. Magnetoreception in terrestrial vertebrates: implications for possible mechanisms of EMF interactions with biological systems. In: *The Melatonin Hypothesis: Electric Power and the Risk of Breast Cancer* (R.G. Stevens, B.W. Wilson and L.E.

Andrews, eds.), pp. 111-171. Battelle Press, Columbus, Ohio.

**Selected Conference Oral Presentations from the last 7 years - (\* denotes student co-author).**

Experimental manipulation of energetic condition affects orientation of White-throated sparrows during fall and spring migration near a geographic water barrier. J.A. Holzschuh\* and M.E. Deutschlander. International Bird Observatory Conference. October 2017. Cape May, NJ.

Experimental manipulation of energetic condition affects orientation of White-throated sparrows during fall and spring migration near a geographic water barrier. J.A. Holzschuh\* and M.E. Deutschlander. Annual Meeting of the Wilson Ornithological Society. March 2017. Fort Myers, Florida.

**Selected Conference Poster Presentations from the last 7 years (\* denotes student co-author)**

Age comparison of migratory movements of Blackpoll Warblers (*Setophaga striata*) during autumn. M.E. Deutschlander, Andrea Patterson, Michelle Gianvecchio\*, and Madison Sutton\*. Annual Meeting of the American Ornithological Society and the Society of Canadian Ornithologists.. 2023 London, ON Canada.

Stopover duration and movements of adult and juvenile Blackpoll Warblers (*Setophaga striata*) during autumn migration: A Motus study at the Braddock Bay Bird Observatory. M.E. Deutschlander, Andrea Patterson, Michelle Gianvecchio\*, and Madison Sutton\*. Centennial Meeting and the Association of Field Ornithologists. 2022 Plymouth, MA.

Energetic condition and mass gain in six species of parulid warbler during stopover along the southern shore of Lake Ontario. M.O. Sutton, J.A. Holzschuh, B. Cosentino, and M.E. Deutschlander. October 2017. International Bird Observatory Conference. October 2017. Cape May, NJ.

Energetic condition and mass gain in six species of parulid warbler during stopover along the southern shore of Lake Ontario. M.O. Sutton, J.A. Holzschuh, B. Cosentino, and M.E. Deutschlander. August 2017. Ornithological Congress of the Americas. Puerto Igazú, Argentina.

Is mass gain in migratory passerines influenced by season, arrival time, or sex? Modeling hourly regressions on mass. M.O. Sutton, B.J. Cosentino, and M.E. **Deutschlander**. Annual Meeting of the Wilson Ornithological Society. March 2017. Fort Myers, Florida.

**Synergistic Activities**

Certified Trainer, North American Bird Banding Council

**Professional Memberships**

American Ornithological Society  
 Association for Field Ornithologists  
 Wilson Ornithological Society

# **ATTACHMENT 18**

# Town of Canandaigua

**DRAFT**

## Open Space Protection Policy & Procedures

Adopted: Month Day, Year

By Resolution Number: Year-Number

### A. PURPOSE

The preservation of undeveloped land with natural landcover, often called “open space,” provides a myriad of ecological, economical, and cultural benefits to a community. The most obvious benefits are the protection of a wide variety of wildlife habitat and places of natural and scenic beauty or local cultural importance – all these things boost the local economy by attracting people and businesses to our area.

Open space conservation protects surface and ground water resources by filtering out pollutants before they enter our wetlands, streams, and lake. Finally, open space also benefits the environment and its inhabitants by providing erosion control during increasingly common, large rain events, and attenuating noise, wind, and temperatures for adjacent residences.

The Town of Canandaigua has done extensive planning in the areas of natural resources and open spaces and has identified the need to proactively conserve open spaces to the extent practicable, for all the reasons stated here [see Appendix B. “REFERENCE MATERIALS”]. Open space fosters healthy lifestyles and a quality of life for residents.

The intent of this policy is to provide a framework for land protection and conservation that will provide clearly defined avenues for the Town to acquire and protect land from development as well as providing standards of measurement and methods for project approval by the Town of Canandaigua Town Board. The policy will also educate and inform landowners interested in preserving their land.

### B. IDENTIFYING PARCELS TO PROTECT

The town has many tools at its disposal to identify land that is a good candidate for protection. Recommendations for acquisition will be dependent on individual parcel analysis that will weigh heavily on the resources available to the Town including the Town’s own planning documents [see Appendix B. “REFERENCE MATERIALS” for list of resources and links], reference materials, guidance from experts such as a Land Trust or NY DEC, and Town staff.

Opportunities for open space land acquisition will present in a variety of ways:

- Development applications
- MLS listings of properties available for purchase
- direct contact to Town Officials from landowners interested in preservation



- direct contact to Town Officials from Land Trusts or other entities
- contact from Town Officials to landowners of target parcels

Additional opportunities may arise from solicitation by the Town to groups of targeted landowners, such as in the case of the Farmland Protection Implementation Grants through the New York State Department of Agriculture and Markets [see “Outside Funding”].

## C. METHODS OF PROTECTION

Open space land can be preserved by a conveyance of ownership (either through purchase, donation, or bequest) or by utilizing conservation easements, which place legal restrictions on a property for a defined amount of time (often perpetual, in the case of land protection) [see Appendix A.a.i “CONSERVATION EASEMENT”]. The process for both methods is laid out below.

### C.1. Conservation Easements

- A conservation easement may be donated by or purchased from a willing landowner
- A conservation easement can be held by the Town or by another entity (such as a land trust or state/national government) that will be responsible for upholding the terms of the easement.
  - Examples
    - Canandaigua Vista Preserve includes both land owned by the Finger Lakes Land Trust and permanent conservation easements held by them on privately owned land.
    - The Town holds a permanent conservation easement on Sand Hill Road on privately owned farmland.
- Town required easements must be held by the Town of Canandaigua, a Land Trust, or other entity approved by the Town Board.
- Conservation subdivisions – [Town code § 174-16 Conservation subdivisions](#), especially sections D.(5) and I. The Town of Canandaigua can hold easements on the open spaces in conservation subdivisions and can require public access to the open space.
  - Example
    - Pierce Brook open space area will be permanently protected with a conservation easement and will allow for public use of the trails.

#### Public Access

The land on which the conservation easement is placed may or may not be open to the public for recreational use. Access will be determined by the legal language in the conservation easement and will be decided on a case-by-case basis with all involved parties (landowner and easement holder) coming to an agreement prior to the easement closing.

The Town’s Comprehensive Plan Update 2021 states that the Parks and Recreation goal of the Town is to improve and expand active and passive recreational resources within the Town. Therefore, public access would be preferred wherever practicable.

## Town Expenditures

When a conservation easement is acquired through established state and federal programs [see “Outside Funding”], the Town Board may make a contribution and has in the past approved a donation of \$50 per protected acre. .

For conservation easements on open space held by the town, acquisition costs, if any, will be determined on a case-by-case basis by the Town Board.

## C.2. Conveyance of Property, Fee Simple

- The Town may purchase land or provide funding towards the purchase of land by another entity such as a Land Trust or another government entity.
  - Example:
    - The Town purchased a forested parcel of land adjacent to McJannett park that will be protected and used for passive recreation only (hiking, picnicking, wildlife viewing, etc.)
- Arrange “right of first refusal” agreements with landowners of parcels that have been identified as worthy of protection to retain the right to purchase if the property owners decide to sell.
- The Town may receive donated land, including bequests of property.

## Public Access

Land purchased by the Town of Canandaigua may be publicly accessible if so determined by the Town Board. The type of landcover on the parcel and the intended level of protection will impact decisions related to the type of public use of the land.

## Town Expenditures

Purchase cost for land will be determined on a case-by-case basis by the Town Board, the original landowner(s), and other involved parties and will be based on:

- Assessed value
- Appraisals

## D. APPROVALS AND DECISIONS

The Town Board makes the ultimate decisions on whether to move forward with parcel acquisition via a resolution at a Town Board meeting.

The Open Space Team or stakeholders, the Planning Board, and/or Town Officials will make a recommendation to the Town Board based on the processes described herein for identifying and procuring parcels of interest.

## E. FUNDING SOURCES

E.1 Town Expenditures for open space land acquisition, regardless of method of protection used, may be paid from one of the following town funds depending on the type of property, intended use of such property, and in accordance with to the rules set forth by the New York State Comptroller's office for the respective funds:

- a. Open Space Reserve Fund
- b. Parks Fund
- c. Uptown Parks Fund

#### E.2. Outside Funding – Conservation Easements

Outside funding for costs associated with conservation easements is regularly available from many different local, state, and federal entities. Funding is typically offered annually or biannually in the form of grant programs that are usually competitive in nature, meaning funding is not guaranteed. With outside funding comes rules and regulations from the funding entity. Examples include:

- NY DEC Community Forest Conservation Program – funding for purchasing land or placing a conservation easement on privately owned land of 10 acres or more in size that is at least 75% forested. Land must be open to the public after the transaction is complete.
- NY Department of Agriculture and Markets Farmland Protection Implementation Grant Program – funding for purchasing a perpetual conservation easement on privately owned eligible farmland; funding is up to 75% of the easement value, which is determined by an appraisal.
- USDA-NRCS Agricultural Conservation Easement Program – Agricultural Land Easements - funding for purchasing a perpetual conservation easement on privately owned eligible farmland; funding is up to 50% of the easement value, which is determined by an appraisal.
- Other programs that may become available.
- Outside funding can also come in the form of financial assistance, donations from individuals or entities with an interest in the project (land trusts, state or federal agencies, non-profits, etc.), or bequests.

#### E.3. Outside Funding – Fee Simple

Outside funding for the purchase of land is regularly available from many different local, state, and federal entities. Funding is typically offered annually or biennially in the form of grant programs that are usually competitive. With outside funding comes rules and regulations from the funding entity. Examples of existing programs include:

- Water Quality Improvement Project (WQIP) -The WQIP is a competitive, reimbursement grant program that funds projects that directly improve water quality or aquatic habitat, or protect a drinking water source. Land Acquisition for Source Water Protection is an eligible project.

- NY DEC Community Forest Conservation Program – funding for purchasing land or placing a conservation easement on privately owned land of 10 acres or more in size that is at least 75% forested. Land must be open to the public after the transaction is complete.
- Other programs that may become available.
- Outside funding can also come in the form of financial assistance and/or donations from individuals or entities with an interest in the project (land trusts, state or federal agencies, non-profits, etc.)

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## APPENDICES

### A. DEFINITIONS

- a. Applicable definitions for terms used in this policy can be found in the Town of Canandaigua Town Code: <https://ecode360.com/CA0614> and in resources listed in Appendix B.

### B. REFERENCE MATERIALS

- a. [Town Planning Documents](#)

- i. [Comprehensive Plan Update, 2021](#)
- ii. [Natural Resources Inventory Update, 2020](#)
- iii. [Open Space, Conservation, and Scenic Views Master Plan, 2018](#)
- iv. [Agricultural Enhancement Plan, 2016](#)
- v. [Padelford Brook Greenway Plan, 2015](#)
- vi. [Sustainable Stormwater Management for Sucker Brook Watershed, 2015](#)

- b. Town Maps

- i. [Strategic Farmland Protection Area Map, 2016](#)
- ii. [Protected Agricultural Lands Map, 2021](#)
- iii. [Strategic Forest Protection Area Map, 2018](#)
- iv. Agricultural Protection Overlay District
- v. [Lands of Conservation Value Map, 2018](#)
- vi. [Natural Resources Parcel Rating Map, 2016](#)
- vii. [Wildlife Corridors Map, 2020](#)
- viii. [Scenic Viewshed Map and targeted view locations \(see Open Space plan\) 2018](#)

# **ATTACHMENT 19**

## FRANCHISE AGREEMENT

**This Franchise Agreement (“Franchise”)** is between the Town of Canandaigua, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

**WHEREAS**, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

**WHEREAS**, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “*Board*” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 herein.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of New York.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.



**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

**2.4 Restoration of Municipal Property.** Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

**2.5 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

**4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”) in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

**6.2 Abandonment of Service.** Grantee shall not abandon any Cable Service or portion thereof without the Grantor’s written consent.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days ‘written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

**SECTION 8**  
**Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

**9.3 Rate Regulation.** The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a semi-annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

**10.5** No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**SECTION 12**  
**Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

**SECTION 13**  
**Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall make available channel Town for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel Town may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

**SECTION 14**  
**Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

**14.2 Grantee’s Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern



of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 15** **Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**15.1.1 Employment Practices.** Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Jared Simpson  
Supervisor, Town of Canandaigua  
5440 Route 5&20 West

Canandaigua, NY 14424

Email: jsimpson@townofcanandaigua.org

Grantee: Lauren Kelly  
Director, Government Affairs  
100 Town Centre Dr.  
Rochester, NY 14623

Email: lauren.kelly@charter.com

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Ave NW, Suite 400W  
Washington, DC 20001

**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

**15.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.11 Administration of Franchise.** The Board or such other person as may be designated and supervised by the Board is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.12 NYPSC Approval.** This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

**15.13 Effective Date.** The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC (“Effective Date”). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.14 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Town of Canandaigua

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

Name/Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

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

Name/Title: \_\_\_\_\_

# **ATTACHMENT 20**

	Town of Canandaigua	Town of Victor	City of Canandaigua
1/2 Day before New Years			
New Years Day	X	X	X
Martin Luther King Day	X	X	X
Presidents Day	X	X	
1/2 Day Good Friday			
Memorial Day	X	X	X
Juneteenth	X		
Independence day	X	X	X
Labor Day	X	X	X
Columbus Day	X	X	X
Veterans' Day	X	X	X
Thanksgiving Day	X	X	X
Day after Thanksgiving	X	X	X
1/2 Day before Christmas			
Christmas Eve (only if it falls M-F)			X
Christmas Day	X	X	X
Day After Christmas			
(1) Birthday Holiday		X	
(1) Floating Holiday Designated by Board		X	X
(3) Floating Holidays	X		
<b>Total Paid Holidays:</b>	12	11	11
<b>Total Floating Holidays:</b>	3	2	1
<b>Total:</b>	15	13	12

**Increments**

>1 hour

City of Geneva
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
14.5
14.5

	Newly Proposed	Town of Canandaigua	Town of Victor	City of Canandaigua	City of Geneva
New Employees	10 days at time of hire not eligible for carry over during probationary period	hired prior to July 1 will receive a one time credit of 80 hours on the 1st day of July following the one year probationary period. Hired after July 1 will be credited 80 hours of vacation time on January 1 following one year of service		In Hire year- pro-rated based on hire date 10 days	Pro-rated for mid year hires. Hired: 1/1-6/30 received 15 days 7/1-12/31 will receive 7.5 days
Existing Employees	1-4 year of service 15 days 5-14 years of service 20 days 15-24 years of service 25 days 25+ years of service 30 Days	After completion of: 1 year of service 80 hours= 10 Days 2 years of service 80 hours= 10 days 3 years of service 88 hours= 11 Days 4 years of service 96 hours= 12 days 5 years of service 104 hours= 13 days 6 years of service 112 hours= 14 days 7 years of service 120 hours= 15 days 8 years of service 128 hours= 16 days 9 years of service 136 hours= 17 days 10 years of service 144 hours= 18 days 11 years of service 152 hours= 19 days 12 years of service and after 160 hours = 20 Days	0-6 months 0 6 months-1 year 5 days 1 year 10 days (each additional year up to 20 years add 1 Vacation day/year up to 20 days) 20 years 25 days 25 years 30 days	1 year of service 15 days 5 years of service 20 days 16 years of service 25 days 25 years of service 28 Days	1-7 years of Service 15 Days 8-15 years of Service 20 days 16-24 years of service 25 Days 25 years of service 30 Days
Calculated	on a calendar year basis	Credited on January 1		Credited on January 1	On a calendar year basis
Increments	minimum of 4 hours and 1 hour increments thereafter	minimum of 4 hours and 1 hour increments thereafter	>.25		
Usage	used within 18 months from time of accrual	use by april 1 (15 months from time of accrual)			



Newly Proposed  
1 day/month  
starting time of  
hire

Town of Canandaigua	Town of Victor	City of Canandaigua	City of Geneva
6 month will be credited 48 hours and 8 hours/month thereafter	1 day/month remaining in calendar year from the starting month of employment	Time of hire	Time of hire
8 hours/month	8 hours/month	12 days/year annually on January 1	1 day/month
Sick leave carried over up to 1500 hours	Sick leave carried over up to 1500 hours	Unused leave does not carry over to the next calendar year	
Increments >.25	>1 hour	>.25	

New Hires

Accrual

Increments

	Town of Canandaigua	Town of Victor	City of Canandaigua	City of Geneva
New Hires	pro-rated and credited on January 1	eligible immediately upon hiring pro-rated at a rate of 3.333 hrs/month for the first calendar year of employment	pro-rated in the year that an employee is hired	pro-rated for mid year hires
Accrued	16 hours/year given on January 1	40 hours/ year given on January 1	3 days/ year	5 days/ year
Increments	>.25	>.25		>.25

	Town of Canandaigua	Town of Victor	City of Canandaigua	City of Geneva
1/2 Day before New Years				X
New Years Day	X	X	X	X
Martin Luther King Day	X	X	X	X
Presidents Day	X	X		X
1/2 Day Good Friday				X
Memorial Day	X	X	X	X
Juneteenth	X			X
Independence day	X	X	X	X
Labor Day	X	X	X	X
Columbus Day	X	X	X	X
Veterans' Day	X	X	X	X
Thanksgiving Day	X	X	X	X
Day after Thanksgiving	X	X	X	X
1/2 Day before Christmas				X
Christmas Eve (only if it falls M-F)			X	
Christmas Day	X	X	X	X
Day After Christmas				X
(1) Birthday Holiday		X		
(1) Floating Holiday Designated by Board		X	X	
(3) Floating Holidays	X			
<b>Total Paid Holidays:</b>	12	11	11	14.5
<b>Total Floating Holidays:</b>	3	2	1	
<b>Total:</b>	15	13	12	14.5

Increments

>1 hour

# TOWN OF CANANDAIGUA

# EMPLOYEE HANDBOOK

**Originally Adopted By Resolution of the  
Town Board on March 17, 1997**

**Adopted as Revised and Updated on  
April 15, 2019**

# Town of Canandaigua Employee Handbook

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## 100 INTRODUCTION

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### **101 Welcome Message from the Town Manager, Town Supervisor and Town Board**

We would like to welcome you and congratulate you on your appointment to a position with the Town of Canandaigua. As a part of our team, you take on an extremely important role, that of serving the members of our community. Together, our mission is to provide cost-effective services that conform to the highest standards of quality.

This Employee Handbook is designed to familiarize you with your employment and to help ensure government compliance, foster positive employee relationships, and contribute to the overall success of the Town in delivering services to the public effectively and efficiently.

Please keep in mind that this is only an overview of the Town's policies and procedures, employee benefits, and the Civil Service System. Specific questions concerning employment matters should be addressed to your Department Head.

We trust that you will find service with the Town of Canandaigua rewarding both personally and professionally.

### **102 Our Heritage**

Canandaigua officially became a Town in 1791. The first Town meeting was held in April of 1791 and was presided over by Supervisor Israel Chapin. Initially, there was no distinction between the Village and the Town of Canandaigua. In 1815, the Village and Town became two separate political entities.

For years, the Town's way of life remained much the same. Many small farms provided a pleasant and economically viable way of life. In the 1800's the Town's annual budget never exceeded eighteen-hundred dollars. In the 1900's, things began to change. With the possibility of everyone owning automobiles, roads needed more attention than they had received when only horses and buggies traversed them.

After World War II, expensive machinery required for successful farming made little farms not economically sound. The Town began to change. Farmers sold land to people interested in living in a beautiful rural setting and lake property became extremely desirable with the more efficient highway system.

In 1960, there were 4,894 people residing in the Town; by 2010 the population was 10,020 – an increase of almost 105%.



### 103 Definitions

**Town of Canandaigua** – For purposes of this Employee Handbook, the Town of Canandaigua may be referred to as the “Town”.

**Town Board** – For purposes of this Employee Handbook, “Town Board” will mean the Town Board of the Town of Canandaigua.

**Elected Official** – For the purposes of this Employee Handbook, “Elected Official” will mean and refer to any of the following elected officials of the Town of Canandaigua:

- Town Supervisor
- Town Board Members
- Highway Superintendent
- Town Clerk
- Tax Collector
- Town Justices

**Town Supervisor** – For purposes of this Employee Handbook, “Town Supervisor” will mean the Town Supervisor of the Town of Canandaigua. When referenced in this Employee Handbook, Town Supervisor shall also mean an individual acting with the Town Supervisor’s properly designated authority.

**Town Manager** – For purposes of this Employee Handbook, “Town Manager” will mean the Town Manager of the Town of Canandaigua. When referenced in this Employee Handbook, Town Manager shall also mean an individual acting with the Town Manager’s properly designated authority.

**Department Head** – For purposes of this Employee Handbook, “Department Head” will mean the person in charge of any department, agency, bureau, unit, or subdivision of the Town of Canandaigua. This definition will be applicable in the event such person is serving in an acting, temporary, or provisional status in the position of Department Head. This term shall also include the Town Supervisor, where an individual otherwise designated as Department Head or any other individual must report to the Town Supervisor.

**Supervisor** – For purposes of this Employee Handbook, “supervisor” will mean the individual so designated by the Department Head to direct and inspect the performance of employees.

**Employee** – For the purposes of this Employee Handbook, “employee” will mean a person employed by the Town, including, but not limited to, an appointed official, an appointed member of a board or commission, Department Head, managerial employee, confidential employee, supervisory employee, provisional employee, probationary employee, temporary employee, seasonal employee, trainee, or student intern, but not an independent contractor.

**Civil Service Law** – For purposes of this Employee Handbook, “Civil Service Law” shall mean the New York State Civil Service Law and shall include the *Rules for the Classified Civil Service of Ontario County*.

#### **104 The Purpose of this Employee Handbook**

**Statement of Purpose** – The purpose of this Employee Handbook is to communicate the Town's personnel policies and practices to all employees and Elected Officials. It is extremely important that each employee understand the policies that relate to rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits. **This Employee Handbook is not a contract of employment, express or implied, and should not be construed as such.** That is, employment can be terminated at any time at the will of either the employer or the employee; subject only to such procedural requirements as may be specified pursuant to New York State Civil Service Law, Town Law, or any other applicable law, rule, or regulation.

Unless otherwise required by law, the provisions of this Employee Handbook are for Town use only and do not apply in any criminal or civil proceeding. The Employee Handbook provisions shall not be construed as a creation of higher legal standard of safety or care. Notwithstanding the above, a violation of a Handbook provision may form the basis for administrative action by the Town and any subsequent judicial proceeding.

**Changes or Modifications** – The Town Board reserves the rights to interpret, change, modify, or eliminate any provision contained in this Employee Handbook. In addition, this Employee Handbook is subject to alteration by resolutions of the Town Board, changes in Town and/or departmental rules, or changes in federal, state or local statutes, rules, or regulations. (This is not meant to be a comprehensive list). Any changes in this Employee Handbook will be distributed to all employees.

**Statutes, Laws and Ordinances** – In the event a federal or state statute or a Town Law or ordinance should conflict with any provision contained in this Employee Handbook, then such statute, law or ordinance will prevail.

**Questions** – Any questions regarding any topic covered in this Employee Handbook should be directed to the appropriate Department Head.

## **200 EMPLOYEE CLASSIFICATIONS**

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For purposes of this Employee Handbook, the following terms shall be defined as indicated. The definition provided for each of these terms applies only within the context of this Employee Handbook. The meaning and use of these terms or similar terms may be different in the context of Civil Service Rules.

### **201 *Full-Time Employees***

For purposes of this Employee Handbook, the term “full-time employee” will mean an employee who is regularly scheduled to work a minimum of forty hours per week.

### **202 *Part-Time Employees***

For purposes of this Handbook, the term “part-time employee” will mean and refer to an employee who is regularly scheduled to work less than forty hours per week.

### **203 *Temporary Employees***

For purposes of this Employee Handbook, the term “temporary employee” will mean an employee who is employed on an interim basis or employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable.

### **204 *Seasonal Employees***

For purposes of this Employee Handbook, the term “seasonal employee” will mean an employee who is employed to work for a given season.

### **205 *FLSA Exempt Employees***

For purposes of this Employee Handbook, “FLSA exempt employee” will mean a covered employee who qualifies for an exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), or an employee who is not covered under the FLSA.

### **206 *FLSA Non-Exempt Employees***

For purposes of this Employee Handbook, the term “FLSA non-exempt employee” will mean a covered employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

## 300 THE CIVIL SERVICE SYSTEM

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The following is intended as a guide. The Civil Service Law and the *Rules for the Classified Civil Service of Ontario County* shall govern regarding the jurisdictional classification of positions and the appointment and promotion of personnel.

### 301 *The Unclassified and Classified Services*

**Unclassified Service** – In accordance with Civil Service Law and for purposes of this Employee Handbook, the term “Unclassified Service” will include all individuals who are Elected Officials and/or members of boards or commissions.

**Classified Service** – In accordance with Civil Service Law and for purposes of this Employee Handbook, the term “Classified Service” as defined by the Civil Service Law and the *Rules for the Classified Civil Service of Ontario County* will include all Town employees who are subject to the *Rules for the Classified Civil Service of Ontario County*. The Classified Service is divided into four jurisdictional classes:

- **Exempt** – those positions, other than unskilled labor positions, for which competitive or non-competitive examinations or other qualification requirements are not practicable (Civil Service Law, Section 41);
- **Competitive** – those positions for which it is practicable to determine merit and fitness by competitive examination;
- **Non-Competitive** – those positions not in the exempt class or the labor class for which it is not practicable to determine merit and fitness by competitive examination, but rather by examining the applicant’s qualifications in order to determine whether those qualifications meet the standards set forth in the class specifications adopted for each position; and
- **Labor** – unskilled labor positions, for which a competitive exam is not practicable.

### 302 *Civil Service Appointments*

**Competitive Class** – In accordance with Civil Service Law, the following types of appointments may be made to positions in the Competitive Class:

- **Permanent** – an appointment to a vacant position in the Competitive Class from an eligible list established as a result of examination, following successful completion of a probationary term;
- **Provisional** – an appointment to a vacant position in the Competitive Class when there is not an appropriate eligible list. A provisional appointee must take an examination whenever it is scheduled. Thereafter, a permanent appointment will be made on the basis of the eligible list resulting from the examination; or

- **Temporary/Seasonal**– an appointment to a position in the Competitive Class for reasons including, but not limited to: emergency work projects; planned termination of the position after a limited time; to replace an employee who is on a leave of absence; to fill a position funded through a temporary grant.. If the position is in the competitive class, it is subject to the following provisions:
  - a. A temporary/seasonal appointment may be made for up to three months where the need for such service is important and urgent without regard to any existing eligible lists.
  - b. A temporary/seasonal appointment may be made for more than three months and up to six months by the selection of anyone on an appropriate eligible list regardless of ranking.
  - c. A temporary/seasonal appointment for more than six months must be made from an appropriate eligible list from among the top three candidates willing to accept the appointment.
  
- **Contingent Permanent** – An appointment made from an eligible list to a position that is permanently encumbered by another employee. The appointed person must serve a probationary period, but cannot become a permanent appointment until the position becomes unencumbered. At the time that the position becomes unencumbered, the contingent employee is granted full permanent status retroactive to the date of the original appointment.

### **303 Examinations and Promotions**

**Examinations** – In accordance with Civil Service Law, in the event there is a vacancy in a new or existing position in the Competitive Class which the Town intends to maintain, the Town will fill the vacancy by selection from the eligible list certified by the Ontario County Department of Personnel of persons who have taken the appropriate Civil Service examination. The Ontario County Department of Personnel will test and rank each candidate according to the individual's performance on the examination. In accordance with Civil Service Law Section 61, the Town will select one of the top three available candidates on the list to fill the position.

**Promotions** – The Town will offer opportunities for advancement for those employees who qualify. In the event the position is in the Competitive Class, a qualified employee must normally take a promotional examination and the above "one of three" will apply. An employee who wants to be promoted should become knowledgeable about the employee's present position and be aware of higher level positions for which the employee may be qualified.

### **304 Veteran's Credit**

**Summary** – An employee who is a veteran as defined by the Civil Service Law may be eligible to apply for veteran's credits on a Civil Service examination. An employee who is a veteran should contact the Ontario County Department of Personnel for details concerning these credits.

## 400 EMPLOYMENT MATTERS

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### 401 Oath of Office

**Requirement** – Each Public Officer as defined in the Public Officers Law must take the Oath of Office in accordance with Town Law Section 25 and Public Officers Law Section 10, which must be administered prior to commencing the duties of the office. Each official who is re-elected or re-appointed to a subsequent term must take the Oath of Office for each term.

Upon original appointment or upon a new appointment following an interruption of continuous service, each employee (other than an employee in the labor class) must take an oath or alternate affirmation as set forth in Civil Service Law Section 62.

**Filing of Oath** – The Oath of Office is filed in the Town Clerk's Office within thirty calendar days of the Public Officer's commencement of the term of office, or upon an employee's appointment.

### 402 Procedure for Filling Vacancies

**Statement of Compliance** – The Town of Canandaigua complies with all applicable federal, state and local laws, rules, and regulations throughout the employee selection process, including, but not limited to, the Public Officers Law, Town Law, Civil Service Law, Title VII, and the Americans with Disabilities Act, and is an Equal Opportunity employer.

**Notification of Vacancies** – In the event there is a vacancy in a new or existing position which the Town intends to maintain, the vacancy will be advertised and/or posted and qualified individuals interviewed.

**Appointment to Vacancies** – Subject to state and local law: the Highway Superintendent will have the authority to appoint individuals to fill vacancies in the Highway Department; the Town Clerk will have the authority to appoint individuals to fill vacancies in the Town Clerk's office; the Town Supervisor will have the authority to appoint individuals to fill vacancies identified through State Law; and, the Town Manager will have the authority to appoint individuals to vacancies, other than those in the Highway Department and the Town Clerk's office. Appointments by the Town Manager will be subject to confirmation by the Town Board.

**Residency Preference** – In the event there is a vacancy in a new or existing position which the Town intends to maintain, the Town will give preference to qualified applicants who are residents of the Town.

**Employment Applications** – The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment or disqualification if the conduct is discovered after employment commences.

**Employment Reference Checks** – To ensure that individuals who join the Town are well qualified and have a strong potential to be productive and successful, it is the policy of the Town to check the employment references of all applicants.

### **403 Probationary Period**

**Purpose of Probationary Period** – The probationary period is for an employee to become familiar with the specific duties and responsibilities of the employee's new position. The probationary period also provides the Department Head with an opportunity to evaluate the employee's job performance and potential for development in the position.

**Length of Probationary Period (Competitive Class)** – Except as otherwise provided in the *Rules for the Classified Civil Service of Ontario County*, an employee appointed from an open-competitive list must serve a probationary period of not less than eight weeks and no more than fifty-two weeks. The length of the probationary period may be extended in accordance with the *Rules for the Classified Civil Service of Ontario County*.

**Length of Probationary Period (Other Classes)** – Except as otherwise provided in the *Rules for the Classified Civil Service of Ontario County*, an employee's original appointment to a position in the exempt, non-competitive, or labor class shall be for a probationary period of not less than eight nor more than fifty-two weeks. The length of the probationary period may be extended in accordance with the *Rules for the Classified Civil Service of Ontario County*.

**Successful Completion of Probationary Period** – An employee's appointment will become permanent upon written notice that the probationary period has been successfully completed following the minimum period of service required. Or, the employee's appointment will become permanent upon the retention of the employee after completion of the maximum period of service required. **Except as otherwise provided by law, completion of the probationary period does not necessarily confer rights or privileges in the position.**

**Failure to Successfully Complete Probationary Period** – In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. If the performance or conduct of an employee serving a probationary period who has been promoted or transferred is not satisfactory, the employee shall be returned to the employee's former permanent position at the end of the probationary period.

#### **404 Corrective Action and Discipline**

**Policy Statement** – It is the policy of the Town of Canandaigua that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Any conduct that interferes with operations or that discredits the Town will not be tolerated. Each employee must conduct oneself in a positive manner so as to promote the best interests of the Town. Corrective action is necessary when an employee has demonstrated performance deficiencies, or has violated a policy, rule, regulation, or procedure. Corrective action may include counseling or initiating formal disciplinary action against an employee.

**Communication** – Open and candid communications with all employees is an important aspect of the Town of Canandaigua’s on-going employee relations. When a rule, policy, or procedure is violated, the employee’s Department Head, or other designated supervisor, will review the specific nature of the violation with the employee. The employee’s input is extremely important to ensure that all of the facts have been considered.

**Counseling** – Counseling employees, as opposed to initiating formal disciplinary action, may be the appropriate first step in addressing performance deficiencies or misconduct. The purpose of counseling is to inform the employee of such deficiencies or misconduct, discourage its recurrence, and inform the employee of the consequences if the behavior is repeated. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards. Where appropriate, goals for improvement may be established, along with a timeframe for achieving them. The counseling will be documented in writing and the employee will be required to acknowledge receipt by signing the memorandum. Any employee who fails to follow a supervisor’s directive to sign the counseling memorandum will be subject to disciplinary action.

**Discipline** – The purpose of disciplinary action is to impose penalties for performance deficiencies or misconduct. The Town endorses a policy of progressive discipline which includes, but may not be limited to, documented verbal reprimand, letters of reprimand, suspension without pay, or termination of employment, depending on the circumstances. The Town, however, reserves the right to impose any penalty that it deems appropriate given the misconduct alleged, up to and including summary discharge.

**Investigations** – Where appropriate, an investigation will be conducted by the proper supervisor or other designated individual(s) in order to gather all pertinent information and to ensure that all the facts are considered. The investigation may include, among other things, interviews with the employee and any witnesses or other involved parties, and review of documents and materials. Employees who are participants in an investigation are not allowed to disclose the content or particulars of the investigation unless otherwise authorized. All employees who are called upon to participate in an investigation are required to fully cooperate in the process and respond truthfully to all questions posed. Failure to do so will subject the employee to appropriate corrective action. The Town reserves the right to suspend an employee with pay while an investigation is conducted.



**Procedures** – Employees covered by **Civil Service Law Section 75** shall be disciplined in accordance with the procedures contained therein. (Refer to Section 405 of this Employee Handbook).

**Prohibited Conduct** – Any employee who, after investigation, is found to have committed any of the actions listed below will be subject to corrective action, up to and including termination of employment. This list is illustrative only and does not limit the Town's right to impose discipline, including termination, in other appropriate cases.

- Willful violation of Town's rules, policies, and procedures.
- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises.
- Engaging in any action that is in violation of the Town's Workplace Violence Prevention Policy.
- Possession of any weapon or dangerous instrument (including knives with over a three inch blade, firearms, and explosives) in a Town building or in Town vehicles, except for those employees who are required as a condition of employment to bear a weapon.
- Possession, use, distribution/sale, or being under the influence of alcohol or controlled substances during hours of work or while on Town property or in Town vehicles.
- Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town.
- Preparation or manipulation of another employee's time record.
- Acts of sabotage, including the work of another employee.
- Making false statements about another employee, Elected Official, resident of the Town, supplier, visitor, or any other person. This includes knowingly making false accusations against another individual as to allegations of discrimination, sexual harassment or other harassment which is in violation of Town policy or applicable law.
- Insubordination or willful refusal to comply with the lawful order or instruction of a Department Head.
- Improper performance of job duties or repeated failure to perform assigned duties and responsibilities.

- Violation and/or disregard of safety rules or safety practices, including failure to wear assigned safety clothing or equipment, in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Offensive or unprofessional behavior that is contrary to the Town's best interest, or any conduct that does not warrant public trust.
- Committing any violation of the law either on or off duty or on or off the work site that implicates the employee's fitness or ability to perform assigned job duties.
- Unauthorized expenditure of Town funds.
- Illegal gambling while on duty.
- Willful work slow down, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.
- Careless or negligent use or operation of equipment, including vehicles and machinery.
- Unauthorized absences or failure to give proper notice of an absence.
- Excessive tardiness and/or absences except those absences covered by state and/or federal statutes.
- Leaving work area without permission, as defined by the Department Head.
- Failure to adhere to the personal appearance/dress code policy.
- Sleeping on the job, unless authorized by a Department Head or supervisor.
- Personal activity during paid work time without the express permission of the Department Head.
- Use of personal listening devices (e.g. iPods/MP3 players, etc., with headphones / earbuds) during paid work time without the expressed permission of the Department Head. (Note: use of such devices is permitted during meal breaks and authorized rest breaks.
- Disruptive, loud, and boisterous behavior or horseplay in the workplace.
- Abusive language in the workplace, including racial slurs and epithets.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.
- Repeated violations of Town policies, procedures or prohibited conduct.

This list is not intended to be comprehensive and does not limit the Town's right to impose discipline in other appropriate cases.

#### 405 Civil Service Law Section 75

**Summary** – New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. Section 75 affords a covered employee the opportunity for a hearing when charges of incompetence or misconduct have been made against the employee by the Town.

**Covered Employees** – In accordance with Civil Service Law, the following employees are generally covered under Section 75:

- A newly hired employee who has not completed the minimum probationary period as determined by civil service rules;
- An employee holding a position by permanent appointment in the **Competitive Class** of the classified Civil Service;
- An employee holding a position in the **Non-Competitive Class** who has been employed for at least five years of continuous uninterrupted service in the non-competitive class, other than a position designated in the *Rules for the Classified Civil Service of Ontario County* as confidential or requiring the performance of functions influencing policy. Even though the employee has completed the required probationary period and has received permanent appointment or employment in the non-competitive class, the employee is not covered under Section 75 until the employee has completed five years of continuous service in the non-competitive class;
- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

**Disciplinary Procedure** – The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75:

- **Notice of Discipline/Counseling Memo** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD)/Counseling Memo which will contain all charges and specifications.
- **Employee Answer** – The employee will have eight calendar days to respond to the charges. The employee's response must be in writing.
- **Disciplinary Hearing** – Unless there is a stipulation of settlement between the Town and the employee, the Appointing Authority will designate a hearing officer in accordance with Civil Service Law Section 75. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Appointing Authority, with the hearing officer's recommendations, for review and decision.

**Right to Representation** – The employee may have representation by counsel at the hearing and may summon witnesses on the employee's behalf.

**Suspension Without Pay Pending Determination of Charges** – Pending the hearing and determination of charges, the employee may be suspended without pay for a period not to exceed thirty calendar days.

**Penalties** – In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:

- Reprimand;
- Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
- Suspension without pay not to exceed two months;
- Demotion in grade and title; or
- Termination from Town employment.

**Finding of Not-Guilty** – In the event the employee is found to be not guilty, the employee will be restored to the employee's position with full pay for the period of suspension less the amount of any unemployment insurance benefits that the employee may have received during such period.

**Limitations** – Notwithstanding any other provision of law, no removal or disciplinary proceeding will be commenced more than eighteen months after the occurrence of the alleged incompetence or misconduct complained of and described in the charges or, in the case of a state employee who is designated a managerial or confidential employee under Article 14 of the NYS Civil Service Law, more than twelve months after the alleged incompetence or misconduct complained of and described in the charges. Such limitation will not apply where the incompetence or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

**Filing Requirements** – In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the office of the department in which the employee is employed. A copy will also be filed with the Ontario County Department of Personnel.

## 406 Code of Ethics

**Statement of Policy** – Pursuant to the provisions of Section 806 of the General Municipal Law, the Town Board recognizes that there are rules of ethical conduct for Elected Officials and employees which must be observed so as to maintain a high degree of moral conduct and public confidence. Therefore, the Town Board has adopted rules of ethical conduct. These rules are in addition to Article 18 of the General Municipal Law and any other law pertaining to ethical conduct or interest in contracts.

**Definition of Municipal Officer Or Employee** – For the purposes of the Town’s Code of Ethics, “officer or employee” will mean and refer to an officer or employee of the Town of Canandaigua, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person will be deemed to be a municipal officer or employee solely by reason of being a volunteer firefighter or civil defense volunteer.

**Definition of Interest** – For the purposes of the Town’s Code of Ethics, “interest” will mean and refer to a pecuniary or material benefit accruing to a municipal officer or employee, unless the context otherwise requires.

**Standards of Conduct** – An officer or employee is subject to, and must abide by, the following standards of conduct:

- **Gifts** – An officer or employee may not directly or indirectly solicit any gift or accept or receive any gift having a value of seventy-five dollars (\$75.00) or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form, under circumstances in which it could reasonably be inferred that such gift was intended to influence the officer or employee, or could reasonably be expected to influence the officer or employee, in the performance of official duties or was intended as a reward for any official action on the officer’s or employee’s part;
- **Business before the Town or one’s own department** – An officer or employee may not receive or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before the Town or one’s own department over which the officer or employee has jurisdiction or to which the officer or employee has the power to appoint any member, officer or employee;
- **Representation before the Town for a contingent fee** – An officer or employee may not receive or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before any agency of the Town, whereby the officer’s or employee’s compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this provision will not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered;
- **Disclosure of interest in legislation** – To the extent that an officer or employee knows thereof, the officer or employee, whether paid or unpaid, who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board must publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest the officer or employee has in such legislation;

- **Investments which conflict with official duties** – An officer or employee may not invest or hold any investment, directly or indirectly in any financial, business, commercial, or other private transaction which creates a conflict with official duties;
- **Private employment** – An officer or employee may not engage in, solicit, negotiate for, or promise to accept private employment, or render services for private interests, when such employment or service creates a conflict with or impairs the proper discharge of official duties;
- **Confidential information** – An officer or employee may not disclose confidential information acquired in the course of official duties or use such information to further personal interest;
- **Future employment** – No officer or employee, within two years from the termination of services or employment with the Town, may accept employment which will involve contacts with the Town in which such employment takes advantage by virtue of one's prior contact and relationship with the Town; or,
- **Future representation before the Town** – An officer or employee may not, after the termination of service or employment with the Town, appear before any board or agency of the Town in relation to any case, proceeding or application in which the officer or employee personally participated during the period of service or employment or which was under the officer's or employee's active consideration.

#### **407 Personnel File**

**Policy Statement** – It is the policy of the Town to balance its need to obtain, use, and retain employment information with a concern for each employee's privacy. To this end, the Town will endeavor to maintain only that personnel information necessary for the conduct of the Town's business or required by federal, state, or local law. Personnel records will be maintained for current and past employees in order to document employment-related decisions and comply with government record-keeping and reporting requirements.

**Content** – The records maintained by the Town include, but are not limited to, Employment Applications, Report of Personnel Change Forms (MSD-426), copies of job- required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, disciplinary and dispute notices, letters of acclamation, and probationary reports.

**Location of Files** – All personnel records for current employees will be kept in the Town Manager's office and will be maintained and controlled by the Town Manager.

**Immigration (I-9) Forms** – All Immigration (I-9) Forms will be kept in a separate file apart from the employee's personnel file.

**Medical Records** – All employee medical records will be kept in a separate file apart from the employee's personnel file in the Town Manager's office and will be maintained and controlled by the Town Manager. ***For security purposes, these files will be locked at all times.***

**Substance Testing Records** – All employee substance testing records will be kept in a separate file apart from the employee's personnel file in the Town Manager's office and will be maintained and controlled by the Town Manager. ***For security purposes, these files will be locked at all times.***

**Change in Status** – An employee must immediately notify the Town Manager's Office of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergency.

**Employee Access** – An employee may inspect and copy the contents of the employee's own personnel file. Inspections by employees must be requested in writing to the Town Manager and will be scheduled at a mutually convenient time. An authorized official (generally the Town Manager and/or Department Head) must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Manager. Copies of records contained in an employee's personnel file may not be released to a third party without the written consent of the employee, unless federal, state or local laws require otherwise.

#### **408 Separation of Employment**

**Notice of Resignation (Employees)** – An employee who intends to resign from employment must submit a written resignation to the employee's Department Head at least two weeks before the date of resignation is to be effective. Failure to submit the proper notice shall result in the loss of payment for accruals. This provision may be waived by the Town Board.

**Completion of Notice Period** – When a resignation notice is provided by an employee, the Town reserves the right to waive some or all of the notice period.

**Notice of Resignation (Town Officers)** – A Town Officer (as defined by Public Officers Law) must resign by delivering a written notice to the Town Clerk. If no effective date is specified, the office becomes vacant immediately upon delivery of the notice to the Town Clerk. If a Town Officer wishes to resign at some future date, the Town Officer may specify a resignation date. However, if the resignation date is more than thirty days after delivery of the notice to the Town Clerk (ninety days for Justices), the resignation will become effective thirty days after such delivery (ninety days for Justices).

**Notice of Resignation (Town Clerk)** – The Town Clerk who intends to resign must submit a written resignation to the Secretary of State at least thirty calendar days before the date of resignation is to be effective.

**Exit Interviews** – Exit interviews are normally conducted by the Town Manager's Office. The exit interview provides an opportunity to discuss a number of items including employee benefits, COBRA eligibility, changing of computer passwords, and return of Town property. During the exit interview, employees are encouraged to give suggestions, concerns and constructive recommendations.



## 500 OPERATIONAL POLICIES

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### 501 *Departmental Hours*

**Normal Hours of Operation** – Unless otherwise specified in state or local law, the Town Board and/or Town Manager will establish the beginning and ending times of normal operation; however, the Town Clerk will have the authority to establish the hours for the Town Clerk’s office. An employee’s Department Head will establish the employee’s scheduled hours of work, which may differ from the normal hours of operation depending upon the particular needs and requirements of the department.

**Workweek** – Unless otherwise specified in state or local law, the Town Board and/or Town Manager will establish the days the Town will conduct business and/or perform services. An employee’s Department Head will establish the employee’s scheduled days of work.

**Compressed Workweek** – With the approval of the Town Board, the Highway Superintendent may schedule a full-time employee to work four ten-hour days. The employee’s “compressed workweek” will normally be either Monday through Thursday or Tuesday through Friday.

**Flex-Time** – An employee may begin and/or end a given workday at a time requested by the employee and approved by the Department Head. Such “flex-time” must normally be during the time the department is open and available to the public. The employee’s use of “flex-time” will be governed by the mutual needs and consent of the Department Head and the employee. The Town Manager and the Town Board reserve the right to approve all “flex-time” schedules.

**Overtime** – A Department Head may require an employee to work additional hours beyond the employee’s normal workday or normal workweek. An employee must receive prior approval from the employee’s Department Head before working additional hours.

**Refusal to Work Additional Hours** – An employee who, after investigation, is found to have refused to work additional hours as directed will be subject to appropriate disciplinary action in accordance with Civil Service Law (Section 75).

## **502 Emergency Situations**

**Closing Procedures** – In the event that extraordinary weather conditions or other emergencies develop prior to the beginning of the workday, the Town Manager may authorize the closing of non-emergency operations, or, if extraordinary weather conditions or other emergencies develop during a workday, the Town Manager may direct that certain employees who perform non-essential services leave work.

**Closing Affect on Compensation** – Pay for FLSA exempt employees will not be affected by an emergency closing. Pay for FLSA non-exempt employees will be in accordance with the provisions below:

- **During Work** – A full-time or part-time employee who is directed by the Town Manager to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime. A temporary or seasonal employee who is directed to leave work due to an emergency closing will not be paid for the remainder of the employee's normal workday. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.
- **Prior to Reporting to Work** – If a determination is made to close operations prior to the start of a workday, the Town Manager will initiate notification to all affected employees. A full-time or part-time employee who is directed not to report to work due to an emergency closing will be paid for the employee's normal workday at the employee's regular rate of pay. A temporary or seasonal employee who is directed not to report to work will not be paid for the workday. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.

**Inclement Weather** – Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the Town. Employees should use their own discretion in determining whether they can commute safely to work due to inclement weather. When the Town Manager has not officially shut down operations, an employee who does not report to work or requests to arrive at work late or leave work early due to inclement weather must obtain prior authorization from his or her Department Head prior to doing so. The employee must use paid vacation or personal leave, if available, or take the time off without pay. If an FLSA exempt employee has no paid leave benefits available, the employee will only be docked if a full workday is taken.

### **503 Meal and Rest Breaks and Breaks for Nursing Mothers**

**Meal Period** – An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes.

**Approval of Meal Periods** – Meal periods must be approved by the Department Head in accordance with the needs and requirements of the department. Meal periods must normally be taken in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may normally leave the work-site during the meal period.

**Observance of Meal Breaks** – In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal break. An employee is not allowed to work through the meal break to make up lost work time or to leave work early. In addition, the meal break may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

**Rest Breaks** – A full-time employee will normally receive a paid, duty-free rest break of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest break of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

**Overtime Breaks** – An employee in the Highway Department who begins work for snow removal at least three hours before the beginning of the normal work day will receive a paid, duty-free rest break of up to thirty minutes for the purpose of eating breakfast. The employee may normally leave the work-site during the breakfast break.

**Approval of Rest Breaks** – Rest breaks must be approved by the employee's Department Head in accordance with the needs and requirements of the department. Unless otherwise specified by departmental rules, all rest breaks must be taken at the work-site and may not exceed the time allowed.

**Breaks for Nursing Mothers to Express Breast Milk** – In compliance with NYS Labor Law §206-c, employees who are nursing mothers shall be allowed to use a reasonable unpaid break (generally between twenty to thirty minutes) in addition to the employee's meal and rest breaks to express milk for a nursing child. The Town will provide this unpaid break at least once every three hours if requested by the employee. The Town will allow the employee to make up time not worked as a result of the unpaid break either before or after the employee's work shift (during the Town's normal hours of operation). This provision applies to nursing mothers for up to three years following childbirth. The Town will make a reasonable effort to provide a room or location other than the restroom or toilet stall, within walking distance to the employee's work space, or other location in close proximity to work so that nursing mothers can express in private. An employee wishing to avail herself of this unpaid break is required to give the Town advance notice, preferably prior to the employee's return to work following the birth of her child, to allow the Town an opportunity to establish a location and to schedule leave time for multiple employees, if needed.

## **504 Time Records**

**Policy Statement** – All employees are required to complete an individual time record showing the daily hours worked.

**Procedures** – An employee must comply with the following procedures regarding the completion of time records:

- All employees are required to use their designated key fob to clock in and out on the time clocks to show the daily hours worked;
- All paid and unpaid leaves of absence must be submitted and approved by the Department Head through the time keeping system;
- The time sheet must be verified and approved by the Department Head;
- The time sheet of a Department Head must be verified and approved by the Town Manager;
- All time sheets must be approved by the employee and their Department Head by 8:00 a.m. on Monday.

**Correction of Errors** – An employee must immediately bring errors in time sheets to the attention of the employee's Department Head who will investigate the matter and make and initial the correction once the error has been verified.

**Unauthorized "Flex-Time"** – Unless prior approval has been obtained from the Department Head, arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performed no pre-approved authorized or specified duties for the Town during such intervals.

**Falsification of Time Sheets** – An employee who, after investigation, is found to have falsified or altered a time sheet, or the time sheet of another employee, or completed a time sheet for another employee, including using another employee's key fob to clock them in or out, will be subject to appropriate disciplinary action (in accordance with Civil Service Law Section 75 where applicable). In extenuating circumstances where an employee is not able to complete the employee's own time-sheet, the Department Head may complete the time sheet on behalf of the employee.

### **505 Bonding**

**Insurance** – The Town will provide bonding insurance for an employee who is required to act in a fiduciary capacity.

### **506 Expense Reimbursement**

**Eligible Expenses** – Upon proper authorization and approval of the Town Board, an employee or Elected Official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, parking, and highway tolls. An employee or Elected Official attending a luncheon or dinner as an official representative of the Town will be reimbursed for expenses incurred, upon presentation of an itemized claim. All required documentation and corresponding receipts must be submitted to the Town Manager's Office for reimbursement.

**Mileage** – An employee must use a Town Vehicle if one is available. An employee who is directed by the appropriate Department Head to use the employee's own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Town Board. All required documentation and corresponding receipts must be submitted to the Town Manager's Office for reimbursement.

**Required Training** – Upon proper authorization and prior approval of the Town Board, an employee will be reimbursed for required training. All required documentation and corresponding receipts must be submitted to the Town Manager's Office for reimbursement.

**Required Membership Fees** – Upon proper authorization and approval of the Town Board, an employee required to hold membership in a professional organization as part of the employee's job will be reimbursed for any required dues and/or fees. All required documentation and corresponding receipts must be submitted to the Town Manager's Office for reimbursement.

## **507 Vehicle Usage**

**Policy Statement** – All vehicles and related equipment of the Town of Canandaigua are owned and maintained for the purpose of conducting official business of the Town. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

**Standards** – For the purpose of compliance with this policy, the following standards must be met at all times:

- Town vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Head to which it is assigned.
- Town vehicles must be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-Town related business.
- Town vehicles must always be operated in a safe and responsible manner and in compliance with all applicable motor vehicle and traffic laws in effect. Employees are responsible for any driving infractions or fines that result from their operation of Town vehicles, and must report them to their Department Head. In the event of an accident, regardless of severity, an accident report must be filed with the Town Manager's Office, by the applicable Department Head within twenty-four hours.
- The use of a cell phone or any and all hand held devices when driving on Town business must be compliant with all applicable laws and/or regulations.
- Town vehicles may not be used to transport persons who are not officials or employees of the Town of Canandaigua, nor material not related to the conduct of official Town business, nor pets, without direct authorization by the appropriate Department Head or the Town Board.
- Town vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation, and all keys maintained under controlled and authorized jurisdiction of the appropriate Department Head.
- In the event a Town vehicle must travel outside the limits of New York State, the employee must receive prior approval from the Highway Superintendent or the Town Board, either on a case by case basis or as a comprehensive approval for specified purposes.
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time except those of a limited community service nature which have been authorized by the Town Board.

## **508 Driver's License / Insurance Requirements**

**Requirement** – An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's license. If a personal vehicle is used to conduct business on behalf of the Town, the employee is responsible for ensuring liability insurance coverage meeting NYS requirements is appropriately maintained.

**Commercial Drivers** – An employee who operates a vehicle which requires a Commercial Driver's License (CDL), must possess a valid CDL at the time of appointment, and must maintain such license throughout employment. In accordance with the federal Commercial Motor Vehicle Safety Act of 1986, a commercial driver must notify the Town within thirty days of a conviction of any traffic violation (except parking), no matter where or what type of vehicle the employee was driving.

**Loss of Driver's License** – An employee who is required to possess a driver's license or CDL license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended or revoked. The loss or suspension of the driver's license or CDL license may affect the employee's continued employment with the Town, including termination of employment for inability to perform the duties of the job. The Town will utilize the NYS Department of Motor Vehicles' "License Event Notification Service" (LENS) to monitor activity that may negatively impact an employee's ability to maintain a required license.

**Insurability Standards** – It shall be solely the responsibility of a Town employee to meet or exceed all insurability standards, as established from time to time by the Town Board or the Town's insurance carrier, which are required for the use or operation of a Town vehicle. Any Town employee who has any of the following during the most recent three- year period will be deemed to have violated the insurability standard and will not be allowed to operate any Town vehicles:

- Conviction of DWI / DWAI
- Conviction of Reckless Driving
- Suspended or Revoked Driver's License
- Conviction of Speeding 25 MPH or more above the speed limit
- Conviction of a Drug or Alcohol offense which would materially affect one's ability to operate a vehicle
- Conviction of Hit and Run/Leaving the scene of an accident
- Conviction of Two or more at-fault accidents
- Conviction of Three or more moving violations in the past three years
- Conviction of failure to stop for stopped school bus
- Less than three years driving experience

Failure to maintain acceptable insurability standards may affect the employee's employment status with the Town.

### **509 Supplies, Tools and Equipment, and Fuel Usage**

**Supplies** – All Town owned supplies must be used efficiently and not wasted. An employee may not use any Town supplies, such as postage, paper, or office supplies for personal use.

**Tools and Equipment** – The Town will supply an employee with the tools and equipment necessary to perform the employee's job duties. It is the responsibility of the employee to use these items wisely. The employee must repair or replace any tool or piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse.

An employee may not use any tool or piece of equipment, including, but not limited to, fax machines and computer equipment for personal use. An employee may not use Town facilities, Town-owned tools or equipment to work on vehicles or trailers not owned by the Town.

**Copiers** – An employee may use a photo-copy machine. The employee must pay a per page fee as may be established from time to time by the Town Board.

**Fuel** – An employee may not use gasoline, fuel oil, or motor oil from the Town's fuel pump or Town Garage for personal use or for any other vehicle not owned by the Town.



## **510 Telephone / Cell Phone Usage / Electronic Device Usage**

**Guidelines** – Telephone and cell phone usage must adhere to the following guidelines:

- An employee must answer promptly and speak in a clear, friendly and courteous tone;
- An employee must give the name of the department or office and one's own name. If the call is not for the employee who answers, the employee must transfer the caller to the correct party or take a message recording all pertinent information;
- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred;
- During office hours, each employee is responsible for there being at least one employee in the department or office to answer telephones. If the department or office has a limited staff, arrangements must be made with another department or office for telephone coverage or an answering device must be in operation;
- Collect calls may not be accepted without the approval of the Department Head or supervisor;
- An employee may not make or receive personal telephone or cell phone calls during work hours, except in an emergency or to check briefly on family matters;
- An employee may not make personal calls on a Town provided telephone or cell phone that will result in additional charges to the Town, except in an emergency and/or with prior approval from the Department Head. The employee must reimburse the Town for the cost of the call.
- The use of Town issued cell phones is monitored to ensure no excessive or inappropriate use occurs.
- The use of a cell phone while driving on Town business must be in compliance with all applicable laws.

**Personal Cell Phone / Electronic Device Usage** – Employees are permitted to carry personal cell phones during working hours but must adhere to the guidelines shown below. These guidelines do not apply to Town-owned cell phones that are issued for the specific use of an employee's job duties. Where the term cell phone is used in these guidelines, it shall be considered to include all types of portable electronic devices (e.g. iPads, Kindles, MP3 players, netbooks, etc.)

- With the exception of an emergency situation, cell phones may not be used for personal purposes (including text messaging) during work hours unless the employee is on an authorized break or has permission from a supervisor.
- No web browsing, music, movies, or all other uses of cell phones will be allowed during working hours (unless authorized by the Department Head.)
- Personal cell phones that are broken, damaged or lost during working hours will not be replaced or paid for by the Town.

## **511 Use of Communication Systems and Equipment**

**Policy Statement** – The purpose of this policy is to provide the following requirements for the use of Town-owned communication systems and equipment. Communication systems and equipment include but are not limited to computer systems, internet services, hardware, software, laptops, smart phones, cell phones, land-line phones, printers, facsimile machines, copiers, and scanning devices.

**Property** – All communication systems, equipment and files are the property of the Town. This includes the messages created, transmitted, and stored on such systems and equipment.

**Usage** – All communication systems and equipment are provided to an employee for the purpose of aiding that employee in the performance of the employee's job functions. All hardware and software used is to be supplied by the Town. No unauthorized or unlicensed hardware or software may be used or installed on any Town-owned computer. Any hardware or software necessary to perform job duties should be requested of the employee's Department Head.

**Town's Right to Monitor Communication Systems and Equipment** – There is no guarantee of privacy when using Town-owned communication systems and equipment. The Town reserves the right to enter, search, and monitor employee communication systems, equipment, and files, with or without advance notice, at any time in the normal course of business. Department Heads have the authority to inspect the contents of any Town communication systems, equipment, data/files, or electronic messages of their subordinates in the normal course of their supervisory responsibilities. In addition, the data/files of Department Heads and supervisors may be inspected by the Town Manager in the normal course of duty. This applies to all information, messages, and files that are created, transmitted, downloaded, received, stored, or deleted on such systems, including items that are password protected. Additionally, the Town has the authority to monitor and record each web site, chat room, and newsgroup visited on the Internet, and every electronic message and file transfer into and out of the Town's network or communication service. The Town may also monitor each employee's Internet activity and usage patterns to ensure that the Town's resources are being utilized for appropriate business purposes. Any employee who is required to have a password must submit that password to the employee's Department Head.

**Personal Use** – Employees are prohibited from using the Town's communication systems for personal use.

**Prohibited Uses** – In addition to the requirements set forth above, the following uses of Town-owned communication systems and equipment are prohibited. This list is meant to be illustrative, and not exhaustive.

- Any illegal activity;
- Threats or harassment;
- Slander or defamation;
- Transferring, viewing, displaying, storing, distributing, editing, archiving, or recording of any discriminatory message, image, or material, or any obscene, graphic, or suggestive message, image, or material;

Activity that is in violation of any provisions set forth elsewhere in this Employee Handbook;

- Any unauthorized commercial activity;
- Accessing or attempting to access the data/files of another person, unless otherwise authorized as necessary in the course of performing Town business;
- Using or aiding in the unauthorized use of another person's password;
- Harming or destroying data/files (other than editing or deleting information in the normal course of one's job duties);
- Use of non-business software;
- Gambling;
- Use of entertainment software, such as games and puzzles;
- Installation or use of any hardware or software, not authorized by the Town;
- Installation or use of Town-owned hardware or software for any use that is not Town related business;
- Installation or use of any unauthorized or unlicensed hardware or software; and
- Installation of any software containing viruses.

### **Internet / Electronic Messaging Requirements**

**Eligibility** – Internet / electronic messaging service may be provided to employees who can demonstrate a work-related reason to have access. Electronic messages (e- messages) include but are not limited to e-mails, text messages, blogs, instant messages and postings to social networking or other sites. Approval must be given by the employee's Department Head or supervisor.

**Proper Usage** – In addition to the prohibitions set forth in the above paragraphs, any activities prohibited for any other general computer user are also prohibited with respect to Internet / e-messaging service usage. Employees are expected to communicate in a manner that will reflect positively on both themselves and the Town. Additionally, it is the responsibility of the employee to adhere to the following requirements:

- E-messaging must be used in a professional manner;
- Messages must not be threatening, insulting, obscene, abusive, or derogatory;
- Messages must not include content that constitutes workplace harassment including sexual harassment;
- E-messaging may not be used to transmit chain letters;
- Employees are responsible for saving any e-messages that they want to keep permanently;
- E-messages must not involve personal sales or solicitation or be associated with any for-profit outside business activity;
- E-messages must not involve personal not-for-profit solicitations;
- E-messages must not potentially embarrass the Town;
- Passwords should not be given to anyone other than the employee's Department Head or supervisor;
- Internet must not be used for the propagation of computer viruses;
- Internet must not be used for personal recreational activities (e.g. online games);
- Participation in non-business Internet chat groups, blogging or instant messaging is prohibited;
- As a security precaution, a workstation must not be left signed onto E-mail or the Internet while unattended for a long period of time (or overnight). Each employee must log off the network when not in use and power down at the end of the day;

- Employee Internet usage and e-messaging may be subject to filtering and may be monitored;
- Employees should be aware that deletion of any E-mail message or file does not truly eliminate that message or file from the system. All E-mail messages are stored on a central back-up system in the normal course of data management;
- Employees should ensure that no personal correspondence appears to be an official communication of the Town; and
- Employees may not use the Town's address for transmitting or receiving personal mail or use the Town's e-mail address for transmitting or receiving personal e-messages.

**Disclosure of Information** - Employees must bear in mind that e-messages are not private and its source is clearly identifiable. E-messages may remain part of the Town's business records long after they are deleted. Electronic records, including e-messages, are public records subject to state Freedom of Information Law and will be disclosed upon request unless an exemption to disclose is found to apply. In general, e-messages are subject to discovery in civil lawsuits.

**Reliability** – Users should be aware that because the internet is a collection of computer networks with no single central authority over information consistency, data is subject to inaccuracies. The Town is not responsible for loss or damage to a user's data or for the reliability of information that is obtained via the Internet service. Also, this information must be used in accordance with applicable copyright laws.

**Reporting of Violations** – Anyone with information as to a violation of this policy is to report said information to the employee's Department Head. Once the employee's Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin.

**Disciplinary Action** – Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

## **512 Social Media**

**Policy Statement** – The purpose of the policy is to provide the framework for employee usage of Social Media, both inside and outside of the workplace. Social Media in general refers to internet based applications that allow for the creation and exchange of user generated content. Examples of Social Media include, but are not limited to: Facebook, Twitter, MySpace, LinkedIn, Instagram, Flickr, Snapchat, YouTube, web blogs, and web based wikis whereby users can add, modify, or delete its content via a web browser.

**Usage** – All employees are strictly prohibited from accessing Social Media sites from Town-owned computers or communication systems. The only exception to this rule is when the use is directly pertinent to Town business.

**Posting Content on Social Media (regardless of point of access)** – The following uses of Social Media are prohibited. These terms pertain to content posted from computers or communication systems that are not Town owned, as well as those that are Town property.

This list is meant to be illustrative, and not exhaustive.

- Disclosing confidential or proprietary information pertaining to matters of the Town that is not otherwise deemed accessible to the general public under the Freedom of Information Law (Public Officers Law Article 6, §§84-90).
- Matters which will imperil the public safety if disclosed.
- Promoting or endorsing any illegal activities.
- Threatening, promoting, or endorsing violence.
- Directing comments, or sharing images that are discriminatory or insensitive to any individual or group based on race, religion, gender, disability, sexual orientation, national origin, or any other characteristic protected by law.
- Knowingly making false or misleading statements about the Town, or its employees, services, or Elected Officials.
- Posting, uploading, or sharing images that have been taken while performing duties as an agent of the Town, or while wearing Town uniforms – the only exception to this rule is when it is directly pertinent to Town business and such posting, uploading, or sharing of images is authorized in advance by the appropriate Department Head.
- Representing that an opinion or statement is the policy or view of the Town, or of any individual acting in their capacity as a Town employee or official, or otherwise on behalf of the Town, when that is not the case.
- Posting anything in the name of the Town or in a manner that could reasonably be attributed to the Town without prior written authorization from the applicable Department Head.
- Using the name of the Town or a Town e-mail address in conjunction with a personal blog or Social Media account.

An employee's Social Media usage must comply with Town policies pertaining to but not limited to Non-Discrimination and Harassment, Confidentiality, Violence in the Workplace, and Substance Abuse. Any harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, outside of the workplace, using computers or communication systems that are not Town-owned.

Notwithstanding the above, nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Nor is it meant to imply any restriction or diminishment of an employee's right to appropriately engage in protected concerted activity under law. Town employees have the right to engage in or refrain from such activities as they choose.

**Reporting of Violations** – Anyone with information as to a violation of this policy is to report said information to the appropriate Department Head. Once the Department Head is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin.

**Disciplinary Action** – An employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

### **513 Personal Appearance**

**Policy Statement** – It is the policy of the Town that each employee’s dress, grooming and personal hygiene should be appropriate to the work situation. The personal appearance and dress of employees are important in creating a favorable image supportive of public confidence.

**Dress Code** – An employee must maintain a personal appearance in a manner which reflects a good image to the public. The Town Manager and/or Department Head will have the authority to determine what is appropriate and what is not.

**Standards** – An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Employees should not wear suggestive attire, ripped jeans, athletic clothing, shorts, tank tops, novelty buttons, and similar items of casual attire since this clothing does not present a businesslike appearance. The Town Manager and/or Department Head will have the authority to determine what is appropriate and what is not.

**Safety Clothing and Equipment** – An employee may be required to wear safety clothing and equipment as directed by the Department Head. If such is the case, the employee must comply with all safety requirements.

### **514 Solicitations / Distributions**

**Policy Statement** – It is the policy of the Town to prohibit solicitation and distribution on its premises by nonemployees and to permit solicitation and distribution by employees only as outlined below.

**During Working Hours** – An employee may not distribute literature or solicit other employees during working hours without approval from the appropriate Department Head.

**During Meal and Rest Breaks** – With permission from the Department Head, an employee may distribute literature and solicit other employees during meal and rest breaks provided it does not interfere with the normal operations of the department, reduce employee efficiency, annoy fellow employees, or pose a threat to the Town’s security.

### **515 Visitors**

**Policy Statement** – It is the policy of the Town not to allow personal visitors during working hours, except for emergency situations. Visitors are allowed for brief visits during an employee’s meal break as long as such visit does not interfere with Town operations or interrupt other employees who are still working.

### **516 Purchasing / Credit Cards**

**Policy Statement** – The Town has established an official procurement policy and a credit card policy that must be followed without exception. No employee shall make purchases for the Town, or use the Town's name to make purchases or enter into a contractual agreement, unless so authorized by the Town Board and in adherence to the procedures set forth in the procurement policy.

### **517 Maintenance of Work Area**

**Work Area** – An employee will be responsible for maintaining one's work area and, if applicable in a neat and orderly manner at all times.

**Town Vehicle** – An employee who is assigned a Town vehicle will be responsible for maintaining the vehicle in a neat and orderly manner at all times and must wash the vehicle at least once each week.

### **518 Personal Property**

**Policy Statement** – It is the policy of the Town to ask each employee to refrain from bringing unnecessary or inappropriate personal property to work. The Town recognizes that an employee may need to bring certain items to work. However, employees should take care to ensure that personal property brought to the workplace does not disrupt work or pose a safety risk to other employees.

**Personal Liability** – An employee is expected to exercise reasonable care to safeguard personal items brought to work. The Town will not repair, replace, or reimburse an employee for the damage or loss of the employee's personal property. An employee bringing personal property to the workplace does so at one's own risk.

**Security Inspections** – Desks, lockers and other storage devices may be provided for the convenience of employees but remains the sole property of the Town. Accordingly, such storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Town at any time, either with or without proper notice. The inspection may be made in the presence of the employee. The Town is not responsible for loss or damage to personal property placed in such storage devices.

### **519 Town Property**

**Employee Responsibility** – An employee will be responsible for items issued by the Town which is in the employee's possession and/or control, such as, but not limited to the following:

- Equipment, including Protective Equipment
- Identification Badges
- Keys, key fobs
- Uniforms
- Books and other Reference Materials, including this Employee Handbook

**Return of Property** – All Town property must be returned to the Town before the employee's last day of work.

## **520 Unauthorized Work**

**Policy Statement** – An employee may not perform work for any entity other than the Town during the employee's authorized work hours, or claim that Town work was done when such is not the case. Employees must devote their full scheduled shift to Town business, as assigned.

## **521 Outside Employment**

**Policy Statement** – It is the policy of the Town that an employee may engage in outside work as long as such outside work does not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town.

**Guidelines** – The following guidelines have been established for an employee who engages in outside work.

- An employee will be judged by the same performance standards and will be subject to the Town's scheduling demands, regardless of any existing outside work requirements;
- If the Town determines that an employee's outside work interferes with the performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be required to terminate the outside employment if the employee wishes to remain employed by the Town;
- No Town equipment, supplies, or other material may be used by an employee on other than Town work for monetary gain;
- Outside employment that does or may constitute a conflict of interest is prohibited. An employee may not receive any income or material gain from individuals outside of the Town for materials produced or services rendered while performing the employee's Town job;
- A Town employee who engages in outside work must notify the person for whom the work is being performed that such work is being done on the employee's own time and that the employee is not representing the Town while performing such work.

**Employee Responsibility** – A Town employee who wishes to engage in outside work is responsible for ensuring that the above guidelines are maintained. Questions should be directed to the Department Head.



## 600 ABSENCE POLICIES

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### 601 Attendance

**Tardiness** – An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event an employee is unable to report to work at the scheduled time, the employee must notify the employee's Department Head prior to the employee's scheduled starting time. The reason for tardiness and the expected time of arrival must be indicated to the Department Head.

**Daily Notification** – In the event an employee is unable to report to work, the employee must notify the employee's Department Head each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

**Scheduled Absences** – Requests for scheduled time off, such as the use of vacation leave and personal leave, must be approved by the Department Head in advance. All requests for time off are subject to approval by the employee's Department Head on a case-by-case basis. Refer to Section 802, Vacation Leave, and Section 804, Personal Leave, for further details.

**Unscheduled Absences** – An employee who is unable to report to work must personally notify the appropriate supervisor prior to the employee's scheduled starting time. Asking another person to call in on the employee's behalf is not permitted. This procedure must be followed to receive sick leave pay. Notification requirements may be waived in cases of emergency.

**Unexcused Absences** – Notification of an absence to an employee's Department Head does not automatically mean the absence is authorized. Any time off from work that is without approval of an employee's Department Head is considered an unexcused absence. An unexcused absence is without pay and may result in disciplinary action, up to and including termination.

**Early Departure** – In the event an employee must leave work during the workday, the employee must seek permission from the employee's Department Head prior to leaving.

**Leaving the Premises** – An employee must obtain prior approval from the employee's Department Head to leave an assigned worksite during working hours due to a non-work related reason. An employee who leaves an assigned worksite during the workday due to business reasons must notify the employee's supervisor in accordance with department policy.

**Documentation of Absences** – An employee who has frequent absences may be required to provide documentation of the reason for any future absences.

## 602 Bereavement Leave

**Eligibility** – In the event of a death of a full-time employee's immediate family member, the employee may take a paid leave of absence for up to three days from the employee's regularly scheduled work with prior approval from the Department Head. Such leave will not be subtracted from any of the employee's leave credits. A part-time, temporary or seasonal employee is not eligible for paid bereavement or funeral leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

**Definition of Immediate Family** – For purpose of bereavement leave, "immediate family member" will mean the following:

- Spouse
- Parent
- Grandparent
- Daughter-in-law
- Grandchild
- The employee's same-sex committed partner\* or the child, parent or other relative (categorized above) of the committed partner
- Child
- Sibling
- Parent-in-law
- Son-in-law

*\*Defined under NYS Civil Rights Law §79-n, same-sex committed partners are those who are financially and emotionally interdependent in a manner commonly presumed of spouses*

**Extended Bereavement Leave** – With authorization from the employee's Department Head, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The request must be submitted, in writing, to the employee's Department Head at least two workdays in advance. The Department Head will have total discretion in the approval of an employee's extended bereavement leave, based on the needs of the department.

**Funeral Leave (Extended Family)** – In the event of a death of a full-time employee's family member who is a relative not included in the definition of immediate family, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral. Such leave will not be subtracted from any of the employee's leave credits.

### **603 Jury Duty Leave**

**Jury Leave** – In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. A part-time employee shall receive paid jury duty leave if the employee is scheduled to work for the Town on the day the jury duty is served. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty.

The Town shall pay a temporary or seasonal employee up to \$40 of the employee's wages for the first three days the employee serves jury duty if on those days the employee is scheduled to work for the Town. After the first three days, the employee may be eligible for a stipend issued by the court system if the employee continues to serve on jury duty.

**Notification of Jury Duty** – When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee's Department Head.

**Return to Duty** – In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

**Accrual of Benefits** – The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave.

**604 Military Leave and Military Leave of Absence**

**Military Leave (New York State Law)** – This section refers only to a paid leave for military service under New York State Law and does not affect an employee's entitlement to leave needed for military service under federal statute. The Town of Canandaigua recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

**Military Leave of Absence (Federal Law)** – An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.

**Leave For Military Spouses (New York State Law)** – In accordance with NYS Labor Law §202-i, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours or more per week) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee's spouse is on leave from such deployment. This does not preclude the employee's option to use available paid leave upon approval of the employee's Department Head.

## **605 Family and Medical Leave Act**

**Statement of Compliance** – The Town of Canandaigua complies with the provisions of the Family and Medical Leave Act (FMLA). **The Town of Canandaigua currently does not employ fifty or more employees who work twenty or more calendar workweeks per year. Therefore, Town employees are not presently eligible for leave under FMLA.** If at some point the Town of Canandaigua should employ fifty or more employees for twenty or more calendar workweeks in the current or preceding year, eligible employees will be afforded leave in compliance with FMLA.

**Summary** – FMLA entitles an eligible employee to a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave in any twelve month period for certain family and medical reasons. The twelve-month period is a rolling period measured backward from the date an employee uses any FMLA leave. At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work immediately following such leave.

**Eligibility** – To be eligible for an unpaid leave under FMLA, an employee must meet the following requirements:

- The employee must have worked for the Town for at least twelve months before the leave request (these need not be consecutive);
- The employee must have worked for the Town for at least 1,250 hours during the previous twelve months prior to the date the leave commences; and
- The employee must work at or report to a worksite which has fifty or more employees or is within seventy-five miles of worksites that taken together have a total of fifty or more employees.

Eligible employees will be afforded leave under **FMLA** under the following circumstances:

- Upon the birth of the employee's child and to care for the newborn child;
- Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, son, daughter or parent who has a serious health condition; and
- Because of the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of his or her job.

**Return to Work** – At the conclusion of the leave, the employee, provided that the employee returns to work immediately following such leave, will be restored to the position he or she held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions.

## 606 Family and Medical Leave Policy

**Policy Statement** – It is the policy of the Town of Canandaigua to grant a full-time employee a leave of absence without pay for a period of up to twelve weeks, under certain circumstances. If and when any employee meets the eligibility requirements under the *Family and Medical Leave Act*, the provisions of that Act will then take precedence over this policy.

**Granting of Leave of Absence** – The granting and duration of each leave of absence will be determined by the Town Board in conjunction with applicable federal and state laws, including Civil Service Law Sections 71, 72 and 73, and the *Rules for the Classified Civil Service of Ontario County*.

**Types of Leave** – The following types of leaves of absence will be considered:

- **Sick Leave of Absence** – Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The Town requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee's health care provider.

In addition to leave provided under this policy, employees may be eligible for a leave of absence pursuant to Civil Service Law Section 71. Section 71 provides that **covered** employees shall be entitled to a leave of absence for at least one cumulative year (unless found to be permanently disabled) when disabled due to an occupational injury or disease as defined in the Workers' Compensation Law. This leave runs concurrently with the designated Family and Medical Leave. Employee should consult with their Department Head for further details regarding this provision.

- **Parental Leave of Absence** – Female employees, when not disabled by pregnancy or childbirth (see above), and male employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.
- **Family Care Leave of Absence** – Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse or parent who has a serious health condition. The Town requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

**Eligibility** – To be eligible, an employee must meet the following requirements:

- The employee must have completed at least one year of full-time, continuous service during the previous twelve months prior to the date leave commences.
- Spouses who both work for the Town of Canandaigua are allowed a combined maximum of twelve workweeks of leave for the birth or care of a newborn child, adoption or foster care of a child and to care for such newly placed child, or the serious health condition of a child, spouse or parent, during any twelve month period.

**Definitions** – For the purpose of this policy, the following definitions will apply:

- **Serious Health Condition** will mean and refer to an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, including, but not limited to:
  - \* A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;
  - \* A period of incapacity due to pregnancy or prenatal care;
  - \* A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - \* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  - \* A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **Health Care Provider** will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.
- **Family Member** will mean and refer to:
  - \* **Spouse** – husband or wife as defined or recognized under State law for purpose of marriage;
  - \* **Parent** – biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a son or daughter as defined in directly below. This term does not include an employee's parents "in law";

**Child** – biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is either under age eighteen, or age eighteen or older and "incapable of self-care because of a mental or physical disability". Persons who are "*in loco parentis*" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

**Notification Requirements** – If the need for leave is foreseeable, the employee must give notice, in writing, to the Department Head at least thirty calendar days prior to the commencement date of the unpaid leave. The employee and Department Head must complete the Leave of Absence Request Form and forward the completed form to the Town Manager for review. The failure of an employee to give thirty days' notice of foreseeable leave with no reasonable excuse for the delay may result in the delay of the employee taking the leave until thirty days from the date of notice. When the need for leave is unforeseeable, verbal notice to the employer will be sufficient.

**Status Reports** – The employee must periodically update the Department Head as to the employee's status and intent to return to work.

**Medical Certification** – The employee must produce a medical certification issued by a health care provider which supports the need for a leave under this policy. When required, the employee must provide a copy before the leave begins, or if the leave was unforeseeable, fifteen calendar days from the date the certification was requested. Failure to submit medical certification may jeopardize the employee's eligibility for an unpaid leave of absence and/or the ability to return to work. The medical certification must include:

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,
- An assertion that the employee is unable to perform the employee's essential job functions or that the employee is needed to care for a family member for a specified period of time.

*The Town of Canandaigua reserves the right to request a second opinion by another health care provider. The Town will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the Town may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the Town and the employee. This third opinion will be final and binding.*

**Leave for the Birth, Adoption or Foster Care Placement of a Child** – Leave for the birth of a child or the placement of a child for adoption or foster care must be taken within twelve months from the date of the birth or placement.

**Certification for Adoption/Foster Care** – An employee must produce proper certification from the appropriate agency for an unpaid leave for the adoption or foster care of a child.

**Employment Restrictions During Leave of Absence** – While on an approved unpaid leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the Town of Canandaigua.



**Benefits During a Leave of Absence** – For the purpose of this policy, the following will apply:

- **Use of Accrued Paid Leave Credits** – An employee taking leave for the **birth, adoption or foster placement of a child or to care for a spouse, child or parent with a serious health condition** must first use all vacation leave credits which will be included in the maximum twelve weeks of leave. The substitution of paid leave for unpaid leave for these types of leave does not extend the twelve-week period.

For leaves taken due to the **employee's own serious health condition**, the employee must first use all sick leave and vacation leave credits and short-term disability benefits (if applicable), which will be included in the maximum twelve weeks of leave. However, in the event that the paid leave credits available are greater than the maximum twelve-week period, an employee may use paid leave credits to extend the leave of absence beyond the twelve-week period, **up to a maximum of one year**. If, after the completion of the one-year leave of absence, the employee is medically unable to return to work (as determined by a health care provider) and the employee has leave credits and/or short-term disability benefits remaining, the Town Board may authorize an extension of the employee's leave of absence until such benefits are exhausted. However, **job reinstatement** beyond the one-year leave of absence is **not automatic** and will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the (*Rules for the Classified Civil Service of Ontario County*).

- **Accrual of Paid Leave Credits** – An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave that is paid. **Paid leave is defined as leave during which the employee continues to use accumulated paid vacation and sick leave.** After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not earn paid vacation or sick leave or receive holiday pay for any holidays that may occur during an unpaid leave of absence.
- **Medical Insurance** – During the period of authorized paid or unpaid leave of absence, an employee's eligibility status for medical insurance coverage will not change. All employee contributions (if any) must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a thirty-calendar day grace period of the due date. Premium payments or policy coverage are subject to change. In the event the employee fails to return to work after the authorized leave of absence period has expired, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:
  - \* The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,
  - \* Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work-site; the employee is laid off while on leave.

**Return to Work** – The following conditions for returning to work will apply:

- **Job Restoration** – At the conclusion of the leave of absence, (except for leaves beyond a one-year period) the employee, provided that the employee returns to work immediately following such leave, will be restored to the position the employee held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions. For an authorized leave of absence beyond the one-year period, job restoration will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73 as applicable, and the *Rules for the Classified Civil Service of Ontario County*.
- **Medical Statement** – Before resuming employment, an employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. Failure to return to work when required may be considered a voluntary termination.
- **Early Return** – An employee who intends to return to work earlier than anticipated must notify the Department Head at least five business days prior to the date the employee is able to return. The Department Head shall in turn notify the Town Manager.
- **Extension of Unpaid Leave of Absence** – An employee who wants an extension of the leave previously requested must notify the employee's Department Head at least two business days from the date the change occurred which necessitates the change in leave time. The Town Board reserves the right to approve all leave extensions.

## **607      *Leave for Cancer Screening***

**Policy** – The Town of Canandaigua complies with New York State Civil Service Law which entitles all Town employees to paid leave to undertake screening for breast cancer (under §159-b) and prostate cancer (under §159-c). This leave will not be charged against any available sick, vacation, personal, compensatory or other leave accruals. This does not preclude an employee's option to use other available paid leave for this same purpose.

**Allowance** – An employee will be allowed four hours of paid leave per year for the purpose of undergoing a screening procedure for breast cancer, and four hours of paid leave per year for the purpose of undergoing a screening procedure for prostate cancer (male employees only). Such paid leave will be accrued as of January 1 each year. If the employee does not exercise his/her rights to the leave, those hours are not carried forward to the next year. The allowed leave time may include the travel time to and from the appointment and any subsequent follow up consultation visits. In addition, the allowed leave may be staggered throughout the year until the maximum allowance has been reached.

**Scheduling** – An employee must receive prior approval from the employee's Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.

**Documentation Requirements** – If an employee applies for paid leave for a cancer screening procedure under this policy, documentation must be provided to the Department Head from the health care provider verifying that the absence from the workplace was for cancer screening. If an employee uses any other available leave for a cancer screening procedure, the provisions of the applicable leave policy (e.g. sick, personal, vacation, compensatory) will apply; there is no requirement in such a case to provide specific documentation regarding cancer screening.

## **608      *Leave for Blood Donations***

**Policy** –The Town of Canandaigua complies with New York State Labor Law Section §202-j which entitles Town employees who work an average of twenty hours or more per week to a leave of absence for the purpose of making a blood donation. This leave of absence will not be charged against any available sick, vacation, personal, compensatory or other leave accruals. The leave allowed under this policy is unpaid, however, this does not preclude an employee's option to use available paid leave for this same purpose.

**Allowance** – An eligible employee will be allowed a leave of absence of up to three hours per year under this policy. Such leave will be accrued as of January 1 each year. If the employee does not exercise his/her rights to this leave, those hours are not carried forward to the next year. The allowed leave may include the travel time to and from the appointment.

**Scheduling** – An employee must receive prior approval from the employee's Department Head to take leave for this purpose. The request for leave should be submitted to the Department Head in writing a minimum of two days in advance. The Department Head will have total discretion in the approval of this leave, but will not unreasonably deny such request.

## 700 COMPENSATION

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### 701 *Wage and Salary*

**Rate of Pay** – An employee’s rate of pay will be established by the Town Board.

**Merit Increases** – An employee may receive a pay increase based upon the employee’s past performance. The merit increase will be granted at the discretion of the Town Board.

### 702 *Overtime*

**Authorization** – A Department Head may require an employee to work additional hours beyond the employee’s normal workday and workweek. An employee must receive prior approval from the employee’s Department Head or supervisor before working additional hours. An employee is not entitled to overtime pay for additional hours worked without proper authorization.

**FLSA Non-Covered and Exempt Employees** – In accordance with the Fair Labor Standards Act, FLSA non-covered and exempt employees will not be paid for overtime nor receive “compensatory time” for any hours worked in excess of the employee’s normal workday or workweek.

**Non-Exempt Employees** – A non-exempt employee will be paid one and one-half times the employee’s regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

**Credit for Paid Leave** – Personal leave, vacation leave, sick leave, bereavement leave and holidays will be included as time worked for the purpose of computing overtime. Jury duty leave, military leave, and leave for cancer screening, blood donations, and use of compensatory time off will not be included as time worked for the purpose of computing overtime.

**Compensatory Time** – With pre-authorization from the Department Head, a non-exempt employee will have the option of receiving “compensatory time” in lieu of paid overtime. When a non-exempt employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over forty hours in a given workweek. Use of compensatory time off requires approval in advance by the Department Head.

An employee may accumulate up to forty hours in compensatory time credits. In the event an employee accrues more than forty hours in compensatory time credits, the employee must either use the excess compensatory leave credits within the pay-period in which they are earned or receive cash payment for such time. An employee must use all compensatory time credits within the calendar year in which they are earned or receive cash payment at the end of the calendar year at the employee’s then current rate of pay.

**Termination from Employment** – An employee whose employment with the Town is terminated will receive cash payment for unused compensatory credits to which the employee is properly entitled at the employee’s then current rate of pay.

### **703 Call-In Pay**

**Compensation** – In the event an employee is called in to work prior to the employee's regular starting time, or after the employee's regular quitting time and the employee has left the work-site, the employee will be allowed to work at least two hours or, if not allowed to work at least two hours, will receive an amount equal to the amount of time short of the two hours multiplied by one and one-half times the employee's regular rate of pay.

### **704 Pay Period and Check Distribution**

**Payroll Period** – The payroll period will begin on Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 12:00 midnight. An employee's paycheck will be based on the amount earned during the preceding payroll period. Certain part-time employees may be paid quarterly as established by the Town Board.

**Payday** – Paychecks will be issued on the Wednesday following the end of the payroll period. In the event the payday is a designated holiday, paychecks will be distributed on the previous day.

**Distribution** – The designated Personnel Officer will deliver paychecks to the Department Heads for further distribution to employees.

**Direct Deposit** – The Town provides a direct deposit option for employees. If requested, an employee's paycheck will be deposited directly into the employee's account at the designated financial institution. The employee must submit a signed, written authorization for direct deposit to the designated Personnel Officer.

**Authorized Check Release** – The Department Head will not release a paycheck to anyone other than the employee unless the employee has submitted a signed, written authorization with the designated Personnel Officer.

### **705 Payroll Deductions**

**Statutory Deductions** – The required portion of an employee's pay for federal and state taxes, and any other deduction required by law, will be deducted from the employee's paycheck. Such deductions will be noted on the paycheck.

**Voluntary Deductions** – Payroll deductions provided through the Town's payroll system will be made from an employee's paycheck when authorized by the employee. Such deductions will be noted on the paycheck.

## **706 Deferred Compensation Plan**

**Summary** – The Town of Canandaigua has established a Deferred Compensation Plan whereby a portion of an employee's salary may be voluntarily withheld and invested. The money saved is paid out to the employee at a later date, generally during retirement years. Neither the deferred amount nor earnings on investments are subject to current Federal and State Income Taxes. Taxes become payable when the deferred income plus earnings are distributed to the employee, presumably at retirement when the tax bracket may be lower. A description of the plan may be obtained from the Town Manager's Office.

## **707 Employee Recognition Program**

**Program Overview** – This program aims to recognize full time employees for continuous employment with the Town of Canandaigua. Employees will be recognized upon reaching employment milestones of 5, 10, 15, 20, 25, 30, and successive 5 year increments until employment is ceased. For the purpose of this program, a full time employee shall be defined as a person consistently working a minimum of 40 hours per week in a permanent position approved by the Town Board. The Town Board may choose to add additional employees to the eligible list such as Board members, Committee members, and part-time employees.

### **Procedures –**

- A. Upon reaching an employment milestone, the employee will be notified by the Town Manager or designee. The Town Manager or designee will work with the HR & Payroll Coordinator to arrange for the recognition ceremony and awards.
- B. Full-time and Part-time employees who reach a milestone event will receive a certificate and an award. The award will be based upon the following schedule which may require Town Board review and modification in future years. Elected Officials, Board Members, and Committee Members are not eligible for a monetary award.
  - 5 years - \$25
  - 10 years - \$50
  - 15 years - \$75
  - 20 years - \$100
  - 25 years - \$200
  - 30 years and all future 5 year milestones - \$300
- C. No later than April 1 of each year, a ceremony will be held to honor the recipients of milestone achievements.
- D. This program will be based upon an employee's status as of January 1, 2015 and continue for each year after that. The first awards will be distributed prior to April 1, 2016.
- E. In the event employment is severed and the person is re-employed by the Town of Canandaigua, the years when the employee was not employed by the Town of Canandaigua will not add to the length of service. Upon re-employment, the years of service shall add to the existing years of service.

## 800 EMPLOYEE BENEFITS

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### 801 Holidays

**Designated Holidays** – The Town will observe the following holidays along with any other days so designated by the Town Board.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Floating Holidays** – In addition to the above Designated Holidays, a full-time employee will be credited with three (3) floating holidays each January 1. An employee must receive prior approval from the employee's Department Head to take a floating holiday. Floating holidays must be used in no less than 1 hour increments. Any floating holidays not used as of December 31 cannot be carried over into the next year and will be cancelled. An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused floating holidays.

Floating holidays will be credited to newly hired full-time employees based upon date of hire, as follows:

- Hired during 1<sup>st</sup> calendar quarter: 2 floating holidays
- Hired during 2<sup>nd</sup> calendar quarter: 1 floating holiday
- Hired during 3<sup>rd</sup> calendar quarter: 0 floating holiday
- Hired during 4<sup>th</sup> calendar quarter: 0 floating holidays

**Holiday Pay** – A full-time employee who does not work on a designated holiday or who uses a floating holiday will be paid for the day, eight (8) hours, at the employee's regular daily rate of pay. A part-time, temporary or seasonal employee is not eligible for Holiday Pay.

**Assigned to Work on a Holiday** – A full-time employee who works on a designated holiday will be paid one and one-half times the employee's regular rate of pay for all hours actually worked in addition to Holiday Pay. A part-time, temporary or seasonal employee who works on a designated holiday will be paid at the employee's regular rate of pay.

**Holiday Occurs on Days Off** – In the event a designated holiday occurs on a day for which a full-time employee was not scheduled to work, holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, normally if a holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, during a compressed workweek, if the holiday occurs on either a Friday or a Saturday, the employee would observe the holiday on the preceding Thursday.

**Holiday Pay Eligibility** – An employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive Holiday Pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive Holiday Pay for the Monday, unless the employee uses a vacation day, personal day, compensatory time, or a floating holiday. The use of sick time may be used the day before or after a holiday as long as the employee is on an approved sick leave of absence for three or more working days.

**802 Vacation Leave**

**Eligibility –**

Full-Time Employees – A full-time employee is eligible for paid vacation leave in accordance with this policy.

Part-Time Employees with a regular work schedule of 20 or more hours per week – A part-time employee with a regular work schedule of 20 or more hours per week shall receive one week of paid vacation leave annually after the completion of one year of employment. The one week granted shall be equal to the average number of hours the employee worked per week in the preceding year, and will be credited on the employee’s anniversary date of hire. Vacation leave credits can only be used in a minimum of 4 hours and 1 hour increments thereafter for each day and cannot carry over vacation leave into the following anniversary year.

Temporary and Seasonal Employees and Part-time Employees with a regular work schedule of less than 20 hours per week – Such employees are not eligible for paid vacation leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

**Allowance** – A full-time employee will earn paid vacation leave in accordance with the following vacation schedule.—An employee may take vacation leave only after it has been credited. The employee will be credited on the first day of January of each year for the leave earned in the previous year. \* Employees hired May 20, 2024 and after will be credited on their anniversary date.

For example, an employee who has completed four years of service on February 26<sup>th</sup> will be awarded ninety-six hours of paid vacation leave on the following January 1<sup>st</sup>; an employee who has completed 14 years of service on October 20<sup>th</sup> will receive one- hundred and sixty hours of paid vacation leave on the following January 1<sup>st</sup>.

<u>Years of Service</u>	<u>Number of Days</u>
1-4 years	15 Days
5-14 Years	20 Days
15-24 Years	25 Days
25+ Years	30 Days
<b>AFTER COMPLETION OF*:</b>	
4 year	80 hours
2 years of service	80 hours
3 years of service	88 hours
4 years of service	96 hours
5 years of service	104 hours
6 years of service	112 hours
7 years of service	120 hours
8 years of service	128 hours
9 years of service	136 hours
10 years of service	144 hours
11 years of service	152 hours
12 years of service and each year thereafter	160 hours

\*continuous service

**Continuous Service** – Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such



resignation, shall not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

**New Employees** – All new employees ~~hired prior to July 1<sup>st</sup> of a calendar year, will receive a onetime credit of 80 hours of vacation time on the 1<sup>st</sup> day of July following the satisfactory completion of a one-year probationary period. All new employees hired after July 1<sup>st</sup> of a calendar year, will be credited with 80 hours of vacation time on the first day of January following one full year of service. Will receive 10 days of leave at the time of hire. This leave is not eligible for carryover or payout.~~

**Accrual During Leaves of Absence** – An employee will earn vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

**Accumulation (carry-over)** – An employee may carry over a maximum of 80 hours of vacation credits from one calendar year to the next, which must be used ~~before the first day of April following the year in which they were credited, within 18 months from the time of accrual.~~ Any carried-over vacation leave credits remaining unused ~~after April 1<sup>st</sup> will be canceled after the 18 months will be cancelled.~~

**Scheduling** – An employee must receive prior approval from the employee's Department Head to take vacation leave. The request must be submitted, in writing, to the employee's Department Head. The Department Head will have total discretion in the approval of vacation leave. Vacation leave credits can only be used in a minimum of 4 hours and 1 hour increments thereafter for each day.

**Vacation Buy-Back** – A FLSA non-exempt full-time employee may receive cash payment for unused vacation leave credits, up to a maximum of 80 hours each year, to which such employee is properly entitled at the employee's then current rate of pay. To be eligible for the vacation buy-back, such employee must have used, or be scheduled to use, at least two weeks of the vacation leave earned in that calendar year. The employee must submit the request by November 15<sup>th</sup> on the proper form. Only one buy-back will be allowed in a given year. Payment will be made between December 1<sup>st</sup> and December 15<sup>th</sup>. ~~Under extenuating circumstances the Town Board can waive the requirements in order for an employee to receive their Vacation Buy-Back on a case by case basis.~~

**Holiday During Scheduled Vacation** – In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

**Termination of Employment** – An employee who resigns, retires, or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. ~~For an employee who is retiring, this will include prorated vacation leave (from January 1 to the date of retirement) for the calendar year in which the retirement occurs. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. An employee who has not completed their 52 week probationary period will not be entitled to a pay out for any unused vacation leave.~~

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### **803 Sick Leave**

**Eligibility** – A full-time employee is eligible for paid sick leave in accordance with this policy. A part-time, temporary or seasonal employee is not eligible for paid sick leave.

**Allowance** – A full-time employee will be credited with eight hours of paid sick leave each month. An employee may take sick leave only after it has been credited. The employee will be credited on the first day of the month after it has been earned.

**New Employees** – A newly hired employee will ~~not be credited with sick leave credits prior to completing six months of continuous employment, at which time a full-time employee will be credited with forty-eight hours of paid sick leave.~~ be credited with eight hours of sick leave the first of the month after they are hired.

**Accrual During Leaves of Absence** – An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

**Accumulation** – An employee may accumulate sick leave credits to a maximum of one thousand five hundred hours. The employee will be credited on the first day of the month after it has been earned. A FLSA non-exempt full-time employee who was hired prior to September 22, 2014 and who has one thousand five hundred hours of sick leave credits will be credited with eight hours of paid vacation leave each month in lieu of paid sick leave. (This provision for vacation leave in lieu of sick leave does not apply to any employee hired after September 22, 2014.)

**Reporting of Absence** – In the event an employee must take sick leave, the employee must notify the Department Head before the employee's scheduled reporting time and disclose the cause of the absence. This procedure must be followed to receive sick leave pay.

**Proper Use of Sick Leave** – Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments which cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than ~~one hour~~ 15 minutes.

**Family Sick Leave** – An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. The employee may use up to forty hours of sick leave credits for family sick leave which will be subtracted from the employee's accumulated sick leave credits. In the event the employee must be absent from work beyond the forty hours, the employee may apply for leave under Section 607 (Family and Medical Leave Policy) of this Handbook. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including step-child and foster child.

**Abuse of Sick Leave** – An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excess amount of sick leave or falsifies supporting documentation, will be subject to disciplinary action.

**Medical Verification** – The Town will require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excess amount of sick leave, or when an employee is absent for more than three consecutive workdays due to an illness or injury. If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave

Policy in this Employee Handbook shall apply.

**Extended Paid Sick Leave** – Under certain circumstances, if an eligible employee is unable to work for an extended period of time due to the employee's own serious health condition, the Town may provide extended paid sick leave of up to thirty days after all other paid leave (sick, vacation, personal) has been exhausted. The intent of this policy is to provide additional protection for an employee facing a potentially catastrophic event. The following conditions must be met in order for such extended paid sick leave to be considered for approval:

- The employee must have completed at least five years of continuous full-time service with the Town.
- The employee must have a minimum of forty hours of accumulated sick leave credits available to use during the period of absence necessitated by the serious health condition.
- Medical documentation must be provided that verifies the existence of the serious health condition. The definition of "serious health condition" and criteria for "Medical Certification" as set forth in Section 607 of this Employee Handbook will apply for purposes of this policy.

A request for extended sick leave must first be submitted in writing to the employee's Department Head, who will in turn present the request to the Town Board. The Town Board has the sole authority to approve granting of extended sick leave.

**Separation of Employment** – An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused sick leave.

**Retirement Credit** – The Town Board has elected to provide §41(j) of the NYS Retirement and Social Security Law and allows credit for up to one hundred sixty-five (165) days of accumulated sick leave at the time of retirement. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 sick leave days ÷ 260 = .50 or 6 months additional service credit.

## **804 Donation of Sick Leave**

### **Policy Statement**

The Town of Canandaigua recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick time. To address this need all eligible employees will be allowed to donate sick time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary. The Town will not advertise any employee's eligibility for donated time. It is the responsibility of the potential donor, rather than the recipient, to initiate the donation process. Potential recipients and their friends are expected to use discretion in soliciting donations. No employee should feel pressure to donate time to a co-worker.

### **Eligibility**

Recipient of Donated Leave – An employee must meet the following criteria to receive donated leave credits:

1. Is eligible to earn leave credits and subject to attendance policies.
2. Has completed at least one (1) year of full-time Town of Canandaigua employment.
3. Has exhausted or is scheduled to exhaust all accrued leave.
4. Must have a situation that meets the following criteria:
  - a. **Serious Health Condition**
    - i. An employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of his or her job.
    - ii. A period of incapacity or treatment for such incapacity due to a chronic serious health condition.
    - iii. A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
    - iv. Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.
  - b. **Other Personal Crisis**
    - i. A personal crisis is of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

Donor of Donated Leave – For an employee to donate accrued sick leave days, an employee must meet the following criteria:

1. Be employed full-time in any Town of Canandaigua department.

2. Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future sick time to donate. No employee may donate any sick time within 30 days of that employee's scheduled retirement or resignation date, or at any time when the employee is suspended from work.
3. Has a minimum balance of at least ten (10) sick days after making the donation.
4. An employee who is currently on an approved leave of absence or who has received notice of termination of employment cannot donate sick time.

### **Guidelines**

Department Heads should verify Recipient's eligibility with satisfactory documentation. Donation maximum is 8 hours per donor. Employees who receive donated sick time may receive no more than 80 hours (2 weeks) within a rolling 12 month period. The Town Board may choose to authorize employees to receive an additional two weeks with the provision that each employee can donate a maximum of 16 hours.

If the recipient employee has available sick time or any other paid time off in their balance, this time will be used prior to any donated sick time. Donated sick time may only be used for time off related to the approved request. Sick time donated that is in excess of the time off needed will be returned to the donor in the order of last to first.

The Recipient receiving leave donations from other employees will be designated as on 'Donated Leave' and is deemed to be on leave without pay status for attendance and leave purposes. The employee will not accrue sick time.

While on Donated Leave, the Recipient continues to pay their health insurance premium, retirement service credits reported and other payroll deductions withheld from his/her paycheck as long as the paycheck is of an amount sufficient to cover these deductions.

When a Recipient does not have enough donated days to cover the entire payroll period, the Recipient will be on leave without pay and subject to the personnel policies governing that status, including responsibility for health insurance premiums.

### **Procedure**

Employees who wish to donate sick time to a co-worker in need must complete a Donation of Sick Time Request Form and return it to the Personnel Officer.

### **Approval**

Requests for donations of sick time must be approved by the Town Manager, the employee's immediate supervisor and the Personnel Office of the Town of Canandaigua.

## **805 Personal Leave**

**Eligibility** – A full-time employee is eligible for paid personal leave in accordance with this policy. A part-time, temporary or seasonal employee is not eligible for paid personal leave.

**Allowance** – A full-time employee will be credited with sixteen hours of paid personal leave each year. An employee may take personal leave only after it has been credited. The employee will be credited on the first day of January of each year.

**New Employees** – An employee hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months worked in the first calendar year of employment. Such employee will be credited on the first day of January for the personal leave earned in the first calendar year. Thereafter, the employee will be credited with sixteen hours of paid personal leave days on each subsequent January 1.

For example, an employee who is hired on March 1 will be awarded thirteen and three-tenths hours of paid personal leave on the following January 1; an employee who is hired on October 1<sup>st</sup> will be awarded four hours of paid personal leave on the following January 1.

**Accumulation** – An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled.

**Proper Use of Personal Leave** – An employee may use personal leave credits to conduct personal business which cannot be conducted outside of normal working hours and for personal emergencies. Personal leave credits may not be used in increments of less than ~~one hour~~, Fifteen minutes.

**Scheduling** – An employee must receive prior approval from the employee's Department Head to take personal leave. The request must be submitted, in writing, to the employee's Department Head. The Department Head will have total discretion in the approval of personal leave.

**Separation of Employment** – An employee who resigns, retires, or is laid off will receive cash payment for unused personal leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused personal leave.

## **806 Disclosure of Insurance Benefits**

**Summary** – The following is a brief description of the insurance benefits offered by the Town to eligible employees. Eligibility for benefits is dependent upon a variety of factors, including employment classification and length of service. The description of the benefits provided is only an overview. The plan documents or specific government regulation provide a full description of the specific benefit.

**Plan Administrator** – The Town Manager serves as the Administrator of the Town's benefits plans. The Administrator is responsible for all communications and disclosures concerning Town benefits and is available to answer questions concerning the benefit plans. A description of each of the plans may be obtained from the Town Manager's Office.

**Plan Documents** – Benefits are administered according to applicable government regulation, benefit plan documents, insurance carrier master policy, or Town policy. Should there be a discrepancy between the information presented in this Employee Handbook and the benefit plan document, the Town Board has the discretionary authority to determine eligibility for benefits and to interpret the plan's terms. The Town Board is responsible for compliance with all applicable laws and regulations. The Town Board may, at its discretion, change carriers, and/or offer alternative insurance plans.

**Changes in Benefits** – Any benefit offered by the Town to employees or Elected Officials is subject to change by resolution of the Town Board.

**Waiver of Benefits** – An employee who is eligible to participate in any of the available insurance plans but who elects not to participate must sign an appropriate waiver of enrollment form.

**Enrollment Information** – The Town Manager's Office will provide the employee with the enrollment forms and assist with the administrative and operational aspects of the various insurance plans.

**Enrollment in a benefit plan is not automatic.** Employees must complete the appropriate enrollment forms and applicable payroll deduction authorizations in order to receive benefits.

**Changes in Status** – Employees whose status changes from full-time to part-time are notified of the changes to their Town benefits. This notification contains all legally mandated information regarding applicable benefits, including COBRA health insurance continuation. An employee must immediately notify the Town Manager's Office in the event that the employee has a change in marital or family status that may affect coverage, such as marriage, divorce, legal separation, death of a spouse or dependent, acquiring or losing a dependent or change in address.

**Beneficiary** – Under some of the Town's benefit plans, each employee must designate a beneficiary for the employee's death benefits. This designation must be made in writing and on the form provided by the plan Administrator.



## **807 Medical / Dental Insurance**

**Eligibility** – The Town will contribute towards the premium cost of individual or family medical and dental insurance coverage, as the case may be, for each employee working an average of 30 hours or more per week and the following Elected Officials (referred to as “eligible Elected Officials” for purposes of Sections 806, 807, 808 and 809 of this Handbook): Town Clerk and Superintendent of Highways. A part-time, temporary or seasonal employee is not eligible for contribution from the Town for medical insurance coverage.

**Part-Time Elected Officials and Part-Time Permanent Employees** – A part time elected official including the Town Supervisor, Town Justices, and Town Board members as well as permanent part-time employees regularly scheduled to work 20 or more hours per week are eligible to participate in the Town’s health insurance plans at no cost to the Town.

**Voluntary Benefits** - The Town makes available to employees certain voluntary benefits, but at no time contributes to the premium of those benefits. All employees of the Town are eligible to participate in voluntary benefits at no cost to the Town given the individual pays for the full premium cost.

**Coverage** – The Town will make available major medical, hospital, surgical and dental insurance to those deemed as eligible above. Coverage will begin on the employee’s first day of employment (first day of office for an Elected Official) provided all eligibility requirements of the insurance plan are met. Details regarding the type of plan(s) and coverage may be obtained from the Town Manager’s Office.

**Premium Payment** – The amount of the premium an employee or Elected Official is required to contribute is established by resolution of the Town Board. This may be stated as a specific dollar amount or as a percentage of the premium cost. Factors such as date of hire or commencement of office, and type of coverage may be considered when determining the required contribution. Contribution amounts are subject to change by resolution of the Town Board. Full details are available from the Town Manager’s Office.

**Changes in Premium Contributions** – The amount of the insurance premium an employee or Elected Official is required to contribute is subject to change by resolution of the Town Board.

### **808 Medical Insurance Buy-out**

**Eligibility** – An employee or eligible Elected Official (see section 805A) who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee or eligible Elected Official must provide documentation of comparable medical health insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of health insurance coverage and waiver of liability to the Town. The medical insurance buyout is not applicable in a situation in which two employees are married or in a family relationship that makes both eligible for coverage under the same medical insurance plan.

**Amount of Buy-out** – The amount of the buy-out an employee or Elected Official is eligible to receive is established by resolution of the Town Board.

**Method and Form of Payment** – Partial payment of the buy-out will be made in the employee's or Elected Official's regular biweekly paycheck for each pay-period the employee or Elected Official is eligible for the buy-out. This payment is in addition to the compensation and/or salary to which the employee or Elected Official is otherwise entitled, and will be treated as part of gross income and will be subject to the appropriate withholding for income and payroll tax purposes.

**Reinstatement** – In the event the employee or eligible Elected Official loses coverage under the alternate insurance plan, the employee or Elected Official may resume coverage under a medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the request for reinstatement, provided such request is made at least five business days prior to the first of the month and all eligibility requirements of the insurance plan are met. Upon reinstatement, the employee or eligible Elected Official must refund the portion of any payment received for the period in which the Town will subsequently provide coverage.

## **809 Retiree Medical Benefits**

*(Revised 12/01/09)*

**Eligibility** – An eligible employee or eligible Elected Official (see Section 805) who retires from the Town is eligible for retiree medical benefits accordance with this policy. The retiree must have applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System. A non-eligible Elected Official, part-time, temporary or seasonal employee is not eligible for retiree medical benefits.

*(Requirement for 8 years of continuous service eliminated by Town Board Resolution on 12/01/09)*

**Coverage** – The Town currently offers medical insurance coverage to an eligible full-time employee or Elected Official who retires from the Town and part-time or elected officials at no cost to the Town. Coverage is also currently offered for eligible dependents (includes spouse) if they were covered under the Town's medical insurance plan at the employee's date of retirement. In the event the retiree predeceases the dependents, the dependents may continue medical insurance coverage provided they pay the full cost of the premium. Coverage of a dependent at the time of divorce or legal separation is in accordance with plan documents and COBRA requirements.

**Premium Payment** – An eligible retiree (and dependents) who elects to participate in a medical insurance plan offered by the Town must pay the full premium cost of the insurance coverage. The premium payment must be made on or before the 1<sup>st</sup> day of each month. All retirees and dependents currently opting for retiree medical benefits shall be notified in writing of this requirement.

**Changes to Retiree Medical Benefits** – The Town Board may, at its discretion, change the Retiree Medical Benefits provisions at any time, including, but not limited to, amount of payment, eligibility, and duration of coverage. The Town Board will provide written notice of any such changes.

## **810 Continuation of Health Insurance Benefits (COBRA/NYS Continuation Coverage)**

**Summary** – The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) offers “qualified beneficiaries” the right to continue existing health insurance coverage, completely at their own expense, under certain qualifying conditions. **All required premiums and administrative fees must be paid in a timely manner in order for coverage to continue.**

**NYS Continuation Coverage** – For purposes of this policy, references to COBRA will be considered to incorporate the requirements for “Continuation Coverage” set forth in NYS Insurance Law, which provides enhancements over and above the provisions of COBRA.

**Eligibility** – An individual is a “qualified beneficiary” if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee or Elected Official, the spouse of a covered employee or Elected Official, or a dependent child of a covered employee or Elected Official. A child who is either born to or who is placed for adoption with the covered employee or Elected Official during a period of COBRA coverage is also a “qualified beneficiary” entitled to COBRA coverage.

**Period of Coverage** – COBRA coverage is in effect for a period of up to **thirty-six months**, following any qualifying event. The COBRA requirements do not put any limit on the number of times a qualified beneficiary may be entitled to COBRA continuation coverage.

**Qualifying Events** – If a qualified beneficiary loses coverage under a group health plan as a result of a “qualifying event,” the qualified beneficiary is entitled by COBRA to the continuation of group health insurance coverage at the qualified beneficiary’s own expense. Any of the following circumstances are considered to be qualifying events:

- Termination of the covered employee’s (or Elected Official’s) employment for any reason except gross misconduct, or the covered employee’s loss of eligibility to participate due to reduced work hours.
- When a covered employee is on a leave of absence due to military service obligations.
- Death of a covered employee or Elected Official.
- Divorce or legal separation from a covered employee or Elected Official.
- A covered dependent ceases to be a “dependent child” under the health insurance plan.
- A covered dependent child’s loss of eligibility to participate in the insurance plan due to the covered employee or Elected Official becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age sixty-five.

**Eligibility** – An individual is a “qualified beneficiary” if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee or elected official, the spouse of a covered employee or elected official, or a dependent child of a covered employee or elected official. A child who is either born to or who is placed for adoption with the covered employee or elected official during a period of COBRA coverage is also a “qualified beneficiary” entitled to COBRA coverage.

**Change in Beneficiary Status** – An employee or elected official must notify the Town within sixty

calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the age limitations or educational status requirements established by the insurance plan. The Town will not be responsible for any loss of coverage resulting from failure by the employee or elected official to give notification of such an event.

**Enrollment Information** – The Town Manager’s Office will provide the employee or elected official with the enrollment forms and assist with the administrative and operational aspects of COBRA. **Enrollment is not automatic. The employee or elected official must complete the necessary enrollment forms and return all COBRA forms to the Town Manager’s Office within the time indicated.** If the required forms or premium payments are not received at the time specified, medical insurance coverage will cease.

## **811 Workers' Compensation Benefits**

**Coverage** – The Town will make available Workers' Compensation benefits, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee who suffers an accidental injury arising out of and in the course of employment, as determined by the Workers' Compensation Board. Eligibility for coverage is determined by applicable Workers' Compensation regulations.

**When Coverage Begins** – Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**Premium Payment** – The Town will pay the full premium for Workers' Compensation coverage for each eligible employee.

**Reporting of Injury** – The employee must report any accidental injury arising out of and in the course of employment to the Department Head immediately after the occurrence of the injury. The Department Head will notify the Town Manager's Office who will complete and submit the required forms.

**Use of Sick Leave Credits** – An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay.

**Medical Insurance Coverage** – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

### **812 Short-Term Disability Benefits**

**Eligibility** – All employees are provided with short-term disability coverage in accordance with this policy. This benefit is to supplement loss of time from work due to a qualified non-job related illness or injury.

**When Coverage Begins** – Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**Disability Payments** – Disability payments will be in accordance with the terms of the policy. The duration of disability benefits is dependent upon a physician's certification and consistent with the terms of the policy. There may be a waiting period before an employee can become eligible for disability payments. Full details regarding the policy currently in effect are available from Town Manager's Office.

**Premium Payment** – The Town will pay the full premium for disability coverage for each eligible employee.

**Reporting of Illness or Injury** – The employee must submit a written report of the illness or injury on the proper application form to the employee's Department Head and the Town Manager's Office within twenty-four hours of the occurrence. The Town Manager's Office will provide the employee with the necessary forms. Proper medical certification will be required and must be submitted with the application form.

**Use of Sick Leave Credits** – An employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay.

**Medical Insurance Coverage** – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

### **813 Unemployment Benefits**

**Coverage** – The Town will make available unemployment benefits to each eligible employee ruled eligible for benefits under New York State labor law.

### **814 Social Security**

**Summary** – Social Security benefits are available for retirement, survivor's benefits, and medical costs under qualifying conditions, as determined by the Federal Social Security Administration Office. Employee contributions to Social Security (FICA) are matched by the Town.

### **815 Clothing Allowance**

**Issuance** – The Town may provide an employee with required uniforms at no expense to the employee.

## **816 Education Assistance**

**Eligible Expenses** – Upon proper authorization and approval of the Town Board, a full-time employee who has completed at least one year of continuous employment will be reimbursed for books and tuition for an amount up to four-hundred dollars (\$400) per calendar year. Each course of study must be career related and be pre-approved by the Town Board. To receive reimbursement for a given course, the employee must successfully pass the course.

**Employment Commitment** – An employee who receives reimbursement for education must sign an agreement to work for the Town for at least twelve calendar months and to repay the Town in the event the employee were to voluntarily leave employment prior to completing the twelve months.

## **817 The New York State Employees' Retirement System**

**Summary** – The Town will make available the New York State Employees' Retirement System pension plan to each eligible employee. An employee is eligible for service retirement benefits after completion of the required minimum period of creditable public sector service (either five or ten years depending on tier.)

**Mandatory Membership** – A full-time employee who began employment with the State of New York or with a participating employer, on or after July 27, 1976, must join the retirement system. An employee who is appointed to a permanent, full-time position on a probationary basis must join the retirement system on the effective date of the probationary appointment. Employment is considered full-time unless:

- The employee works less than thirty hours per week; or
- The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
- Duration of employment for less than one year or employment on less than a 12 month per year basis; or
- The position is either provisional or temporary under Civil Service Law.

**Optional Membership** – An employee who is not mandated to join may join the retirement system. Such employee will be informed, in writing, that the employee may join the Retirement System and will acknowledge receipt of such notice by signing a copy thereof and returning it to the Town Manager's Office. If the employee elects to join the retirement System, the employee must complete the application form and return it to the Town Manager's Office.

**Waiver of Enrollment** – An employee who is not mandated to join the retirement system, and who chooses not to join, must complete a waiver of enrollment form.

## **818 Volunteer Firefighters**

At the discretion of the Department head, volunteer firefighters who are active members of organizations serving the Canandaigua Fire Protection District will be allowed to report to a fire during work hours without having to take the time unpaid or having to utilize their paid time off. The Town will compensate the employee for the hours spent responding to an emergency during their normal work schedule.



The Department Head shall enjoy the discretion, up to a maximum of two (2) times per year, to permit an Employee to report for a half day (utilizing either paid time off, or taking the time unpaid) following a fire or emergency call received after 12:01 a.m.

**819 Employee Assistance Program**

The Town of Canandaigua offers an Employee Assistance Program to all employees. Coverage will begin on the employee's first day of employment. The Town will pay the full premium for all employees. The Employee Assistance Program provides benefits such as counseling, coaching and online resources. More information can be found in the Town Manager's Office.

## 900 COMPLIANCE POLICIES

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### 901 *Equal Employment Opportunity*

**Policy Statement** – The Town of Canandaigua is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of race, religion, color, sex, age, national origin, citizenship, disability, marital status, pregnancy, application to or present membership in the uniformed services, veteran status, arrest or conviction record, genetic predisposition or carrier status, sexual orientation, or any other protected class or status. Likewise, the Town prohibits employees, Elected Officials, vendors, suppliers, visitors, customers, and any other non-employee from discriminating against Town employees based on these protected groups. Discrimination based on any of the above is strictly prohibited. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, compensation, promotion, transfer, training, leave of absence, and termination.

**Notification of Policy Violations** – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Manager or any member of the Town Board. All complaints of discrimination will be investigated discreetly and promptly. An employee who reports discrimination will not suffer adverse employment consequences as a result of making the complaint.

**Application of Policy** – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

## **902 The Americans with Disabilities Act**

**Policy Statement** – It is the policy of the Town of Canandaigua to comply fully with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and return from layoff, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities. This also extends to prohibit unlawful discrimination based on a person's relationship or association with a disabled individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) along with work assignments, classifications, seniority, leave, and all other forms of employment compensation or advantage.

**Reasonable Accommodation** – Reasonable accommodation is available to all qualified employees and applicants with disabilities, unless it imposes an undue hardship on the Town and/or operations of a program. The Town may require medical documentation or other information necessary to verify the existence of the disability and the need for accommodation. Following receipt of an accommodation request, the Town will meet with the requestor to discuss and identify the precise limitations resulting from the disability and the potential accommodation(s) that the Town might make to help overcome those limitations.

The Town will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodations(s), and the accommodation's impact on Town operations.

**Pre-Employment Inquiries** – Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position and not any disabling condition. Pre-employment physical exams will only be requested when in compliance with the law. The Town of Canandaigua intends to base employment decisions on principles of equal employment opportunity and nondiscrimination, as defined by law.

**Notification of Policy Violations** – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Manager or any member of the Town Board. All complaints of possible violations will be investigated discreetly and promptly. An employee who reports a possible violation will not suffer adverse employment consequences as a result of making the complaint. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency.

**Application of Policy** – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

### **903 Harassment (Including Sexual Harassment) in the Workplace**

**Policy Statement** – It is the policy of the Town of Canandaigua to promote a productive work environment and to prohibit conduct by any employee that disrupts or interferes with another’s work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town of Canandaigua is committed to educate employees in the recognition and prevention of workplace harassment, including sexual harassment, and to provide an effective means of eliminating such harassment from the workplace. Any conduct that denigrates or shows hostility or aversion towards a person on the basis of gender, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, genetic predisposition, sexual orientation, or any other protected status is strictly prohibited. In short, the Town will not tolerate any form of harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such harassment the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of harassment, including sexual harassment, without any risk of repercussion to an employee who, in good faith, files such complaint.

**Applicability of Policy** – This policy applies to all Elected Officials, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, whether elected or appointed and regardless of compensation level, and all personnel in a contractual relationship with the Town. Depending on the extent of the Town’s exercise of control, this policy may be applied to the conduct of non-Town employees with respect to sexual harassment of Town employees in the workplace.

**Supervisory Responsibility** – Department Heads and supervisory personnel are responsible for ensuring a work environment that is free from harassment including sexual harassment. Supervisors must take immediate and appropriate corrective action when instances of harassment come to their attention in order to assure compliance with this policy.

**Prohibited Activity** – No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any person. Employees shall not make offensive or derogatory comments based on race, color, sex, religion, or national origin either directly or indirectly to another person. These are examples of harassment that are a prohibited form of discrimination under State and Federal employment law and also considered misconduct subject to disciplinary action by the Town; it is not intended to be a comprehensive list and does not limit the Town’s ability to take disciplinary action in other appropriate instances.

**Definition of Sexual Harassment** – Unwelcome sexual advances, requests for sexual favors, physical conduct and/or exposure to sexual materials or comments constitute sexual harassment when submission to rejection of this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance or creates an intimidating hostile or offensive work environment. This policy places special attention on the prohibition of sexual harassment in the workplace. Sexual advances that are not welcome, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of an individual’s employment; OR
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, such as promotion, transfer, or termination, affecting such individual; OR

- Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment refers to behavior that is not welcome, that is personally and objectively offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with an employees' work performance and/or effectiveness or creates an intimidating, hostile or offensive working environment. Exposure to such conduct that serves to alter the terms and conditions of employment is prohibited by this policy and state and federal law.

**Forms of Sexual Harassment** – Specific forms of behavior that the Town of Canandaigua considers sexual harassment and which are prohibited include, but are not limited to, the following:

- Quid pro quo threats or promises by a supervisor (loss of job or promise of job, promotion, or other employment benefit).
- Verbal harassment of a sexual nature related to an employee's gender, including sexual innuendoes, slurs, sexual slurs, suggestive, derogatory, insulting or lewd comments or sounds, whistling, jokes of a sexual nature, sexual propositions and/or threats.
- Sexually oriented comments about an employee's body that are unwelcome and/or unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.
- Any sexual advance that is unwelcome or any demand for sexual favors.
- Sexually suggestive written, recorded or electronically transmitted material, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries, leering or obscene gestures in the workplace such that it unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment.
- Physical contact of any kind which is not welcome, including touching, grabbing, hugging, fondling, jostling, petting, pinching, coerced sexual intercourse or sexual relations, assault or intentional brushing up against a person's body.

**Reporting of Harassment (including Sexual Harassment)** – Employees are encouraged to report incidents of harassment (including sexual harassment) to their Department Head and/or Town Manager as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, the report should be made directly to the Town Manager. If the Town Manager is the source of the alleged harassment, the employee should report the problem to a Town Board member. Employees who believe they have been harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Manager, or any member of the Town Board. An employee who works outside of normal hours of operation is encouraged to contact their supervisor, their Department Head, the Town Manager, or any member of the Town Board at home if these individuals do not work during the employee's shift.

**Confidentiality** – Complaints of harassment will be handled and investigated promptly and in a

manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

**Investigation of Complaint** – The Town Manager will determine the appropriate individual(s) to conduct the investigation. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. The particular facts of the allegation will be examined individually, with a review of the nature of the behavior and the context in which the incident(s) occurred. Any complaints received will be investigated promptly, thoroughly, and in as impartial a manner as possible. All employees are required to cooperate in an investigation, if so directed.

**Employee or Elected Official Defense** – Any employee or Elected Official charged with sexual harassment will be afforded a full and fair opportunity to offer and present information in their defense. Such information will be confidential to the extent possible.

**Employee Rights** – Nothing in this policy should be construed as in any way limiting employees' rights to use the Dispute Resolution Procedure as described in the Town of Canandaigua Employee Handbook. Employees also have the right to file a formal complaint with appropriate state or federal agencies responsible for administering anti-discrimination laws.

**Disciplinary Action** – Any employee or official who is found to have committed an act of workplace harassment including sexual harassment will be subject to disciplinary action, up to and including termination of employment, as provided by Town operating procedures including Civil Service Law Section 75. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes.

**Prohibition Against Retaliation** – Retaliation against any employee who brings a written or verbal complaint of discrimination or harassment or who assists or participates in the investigation of such a complaint is strictly prohibited. The Town will not tolerate or permit adverse treatment of employees because they report discrimination or harassment or provide information related to such complaints. Any employee who participates in the procedure may do so without fear of retaliation. Violations of this policy may result in disciplinary action up to and including termination of employment.

## **904 Violence in the Workplace**

**Policy Statement** – The Town of Canandaigua is committed to providing its employees with a work environment that is safe, secure, and free from violence. The Town also considers the safety of its residents, vendors, contractors, and the general public (collectively referred to as “visitors” throughout the remainder of this program manual) to be of paramount importance and strives to provide them the same type of protections while on Town property.

**Workplace Violence Prevention Program** – In accordance with the New York State Workplace Violence Prevention Act, the Town of Canandaigua has developed a Workplace Violence Prevention Program. As a part of this program, the Town conducted a comprehensive risk evaluation of the entire workplace. The Town will conduct annual reviews to identify risk factors that may increase the likelihood of workplace violence and implement appropriate measures to minimize or eliminate these hazards. In order to achieve this goal, the Town encourages the participation and cooperation of employees and their authorized employee representative(s). A copy of the program is available from the Town Manager's Office.

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

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

**Reporting Requirements** – Any incident of workplace violence or imminent danger must be promptly reported to the Department Head as outlined in Section 2 (Employee Responsibility) of Workplace Violence Prevention Program manual.

**Policy Violations** – Violations of this policy will result in appropriate remedial, disciplinary, and/or legal action, according to the circumstances.

**Prohibition Against Retaliation** – An employee will not be subject to criticism, reprisal, retaliation, demotion, discrimination, disciplinary action, or other adverse employment action for making a good faith report of acts pursuant to this program.

## **905 Drug-Free Workplace / Drug Free Awareness Program**

**Policy Statement** – It is the policy of the Town of Canandaigua that the unlawful manufacture, distribution, dispensation, possession, or use of an illegal controlled substance as defined in the Federal Drug-Free Workplace Act, is prohibited on the job or at the workplace.

**Coverage** – The Town of Canandaigua's Drug-Free Workplace Policy pertains to all individuals who are employed by the Town of Canandaigua.

**Compliance with Federal Drug-Free Workplace Act** – The Federal Drug-Free Workplace Act of 1988 is applicable to all recipients of Federal grants. In order to receive federal funds, the Town must certify to the granting Federal agency that it will provide a drug-free workplace in accordance with the legislation. As a recipient of Federal grants, the Town hereby complies with the requirements of the Drug-Free Workplace Act by adopting this policy and drug-free awareness program:

**Prohibited Conduct** – No employee shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverage, illegal drugs, or any other intoxicating substance, nor be under the influence of such, while on duty, at any job site or workplace, or in a Town vehicle, a vehicle leased for Town business, or a privately owned vehicle being used for Town business. An employee who, after investigation, is found to have violated this prohibition may be referred for counseling or rehabilitation and satisfactory treatment and will be subject to criminal, civil and disciplinary penalties, up to and including termination of employment. Any work-related accident or injury involving a Town vehicle, equipment, and/or property where it can be demonstrated that the use of alcohol, illegal drugs, or any other intoxicants may have been a contributing factor will result in disciplinary action which may include penalties up to and including termination of employment.

**Use of Prescription and Over-the-Counter Drugs** – Prescription drugs must be in the possession of the individual to whom the prescription was written, taken in the dosage prescribed, and maintained in their original containers. Employees in public safety or safety-sensitive positions must inform their supervisors of any prescription or legal, nonprescription (i.e., over-the-counter) drugs they are currently taking that could in any way affect or impair the employee's ability to perform the job safely. The legal use of prescribed and over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the job safely and if it does not affect the safety or well being of other individuals in the workplace.

**Non-Discrimination Policy** – The Town of Canandaigua will not discriminate against an applicant or employee because of past substance abuse provided it can be demonstrated that the applicant/employee has received appropriate treatment and tests negative for controlled substance use. It is the current use of alcohol and controlled substances that will not be tolerated in the workplace.

**Employee Assistance** – It is the policy of the Town to work with an employee suffering from substance abuse so that the employee will receive assistance necessary to overcome dependency. An employee seeking such assistance is encouraged to contact the employee's Department Head to discuss the situation before problems begin to surface in the workplace. Any disclosures made by an employee will be treated as strictly confidential to the greatest extent practicable. The employee's decision to seek assistance will not be used as the basis for disciplinary action nor used against the employee in any disciplinary proceeding.

**Employee Responsibilities** – As a condition of the Town receiving Federal grant monies, each



employee must abide by this policy and notify the employee's Department Head of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days of the conviction.

**Town Responsibilities** – The Town will notify the granting federal agency within ten days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction. In addition, within thirty calendar days of receiving notice of a conviction, the Town will take disciplinary action against the employee and/or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program pursuant to Sections 702 and 703 of the Drug-Free Workplace Act.

**Drug-Free Awareness Program** – It is the policy of the Town of Canandaigua to maintain a drug-free workplace. In accordance with that policy, the Town is providing the following drug-free awareness information to raise employee awareness of the dangers associated with drug abuse in the workplace.

***Dangers of Drug Abuse in the Workplace- Employees with chemical dependence problems have a major negative impact on productivity, staff morale, and labor/management relations. Their hidden illness is responsible for:***

1. Declining Performance
  - poor concentration
  - confusion in following directions
  - noticeable change in the quality of work
  - inability to meet deadlines
  - errors in judgment affecting the health and safety of others
  - customer complaints and injuries
2. Increased Costs
  - five times the average sick and accident benefits
  - higher job turnover, replacement and training costs
  - greater workers' compensation and health insurance payments
  - 3 to 5 times more on-the-job accidents
  - unemployment claims
3. Absenteeism and Tardiness
  - double the normal rate
  - repeatedly being late for work and often leaving early
  - extended lunch hours
  - frequent illness and accidents both on and off the job
4. Damaged Relationships
  - emotional outbursts, over-reaction to criticism, mood swings, complaints from co-workers, associates and the public often leading to damaged relations

## **906 *Controlled Substance and Alcohol Testing***

**Statement of Compliance** – The Town Board has adopted a Controlled Substance and Alcohol Testing Policy that is in compliance with the "Omnibus Transportation Employee Testing Act of 1991" (OTETA). The purpose of this policy is to reduce accidents resulting from an employee's use of controlled substances and alcohol, thus reducing fatalities, injuries and property damage.

**Covered Employees** – The Town's Controlled Substance and Alcohol Testing Policy applies to all covered drivers as defined by the federal regulations, which includes all employees who drive commercial motor vehicles (as defined in Sec. 382.107 of the OTETA) requiring a commercial driver's license to operate.

**Acknowledgment Form** – A covered employee will receive a written copy of the Controlled Substance and Alcohol Testing Policy and must sign an Employee Acknowledgment Form. This form will be placed in the employee's personnel file.

## **907 *Smoking***

**Policy Statement** – In accordance with the NYS Clean Indoor Air Act, it is the policy of the Town to prohibit smoking in the workplace, which includes all Town buildings and all Town vehicles. Town policy also prohibits smoking anywhere at any time while on the grounds of the Town Hall and Highway Department facilities, as well as any other Town properties.

## 1000 SAFETY

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### 1001 Workplace Safety

**Policy Statement** – Prevention of injury and illness in the workplace requires the cooperation of all employees in all safety and health matters. It is the policy of the Town to reduce the number of workplace injuries and illnesses to an absolute minimum. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

**Employee Responsibility** – In an effort to protect all employees and to safeguard equipment and property, before an employee begins a given task, it is the responsibility of the employee to fully understand the correct operation and possible hazards involved, safety procedures, and necessary safety equipment required to perform the job.

**Safety Program** – The Town's safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible;
- Conducting inspections to find and eliminate unsafe working conditions and practices, control health hazards, and comply with the safety and health standards for every job;
- Training all employees in safety and health practices;
- Providing necessary personal protective equipment and instructions for its use and care;
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment;
- Investigating, promptly and thoroughly, every accident to find the cause and correct the problem to prevent future occurrences;
- Providing First Aid kits and fire extinguishers throughout buildings and facilities.

**Accident Plan** – In the event of an accident, an employee must immediately stop work and take the following steps:

- Eliminate the immediate cause of the accident;
- Provide aid to the injured person and summon for assistance;
- Call the Department Head immediately;
- If the accident appears serious, call an ambulance; and
- Take steps to prevent additional accidents.

**Accident Reporting Procedures** – In the event an accident occurs in the workplace or in the course of employment, the following procedures will apply:

- When an accident occurs which results either in the loss of an employee's work time or in the provision of medical care to an employee, the employee must immediately notify the Department Head who must complete an *Employer's Report of Injury Form (C-2)*. This form must be submitted to the Town Manager's Office within six workdays of the accident.
- When an accident occurs which does not result in the loss of an employee's work time, or in the provision of medical care to the employee, the employee must immediately notify the Department Head who will in turn notify the Town Manager's Office. The Department Head must complete a *Supervisor's Report of Incident Form*.
- The Town Manager's Office and the Highway Department must keep a log of the injury or illness for five years following the end of the calendar year to which it relates. A copy of this log, which includes totals and information for the year, must be posted in each department or areas where notices to employees are customarily posted.

### **1002 Hazard Communication Program**

**Statement of Compliance** – The Town of Canandaigua is committed to providing a safe and healthy work environment and complies with all Federal, State and local laws regarding hazard recognition, accident prevention, and working conditions. The Town considers Hazard Communication and the prevention of workplace injuries and illnesses to be of prime importance.

**Guidelines** – The following guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices must be adhered to:

- **Chemical Inventory** – The Town must maintain an inventory of all known chemicals in use. An employee may obtain the chemical inventory from the employee's supervisor or Department Head.
- **Container Labels** – All chemicals on a work-site must be stored in the original or approved containers with the proper label attached. The Department Head must ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings. The Town will rely on manufacturer applied labels whenever possible. A container not properly labeled must be given to the Department Head for labeling or proper disposal.
- **Dispensing Chemicals** – An employee may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the employee's Department Head for proper handling. No unmarked containers of any size are to be left in the work area unattended.

**Safety Data Sheets (SDS)** – An employee working with a Hazardous Chemical shall obtain a copy of the Safety Data Sheet (SDS) and a standard chemical reference from the employee's

Department Head.

**Employee Training** – An employee must be trained to work safely with hazardous chemicals. This training program must cover the following areas:

- Methods used to detect the release of hazardous chemicals in the workplace;
- Physical and health hazards of chemicals and the measures used to protect employees;
- Safe work practices;
- Emergency responses to the exposure of hazardous chemicals;
- Proper use of personal protective equipment; and
- Hazard Communication Standards, including labeling and warning systems, and an explanation of the use of Safety Data Sheets.

**Personal Protective Equipment (PPE)** – Depending on job duties, an employee must routinely wear protective devices, such as gloves and safety glasses, as directed by the supervisor. An employee who is required to wear special safety equipment as directed by the supervisor must comply with such request.

**Emergency Response** – Any incident of overexposure or spill of a hazardous chemical/substance must immediately be reported to the employee's supervisor. The supervisor must insure that proper emergency response actions are taken.

**Hazards of Non-Routine Tasks** – The Department Head must inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals. Review of safe work procedures and use of required PPE must be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

## 1100 COMMUNICATION PROCEDURES

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### 1101 *Bulletin Board*

**Summary** – Bulletin boards are located throughout Town buildings for communicating information to employees. An employee should check the bulletin boards frequently to keep informed on changes in employment matters and other items of interest.

**Posting of Material** – All material to be posted on bulletin boards, including memos and announcements, must have the prior approval of the appropriate Department Head.

### 1102 *Adverse Communications*

**Policy Statement** – An employee who receives any communication of a negative nature directed to the Town, or to any of its officers or employees in their official capacity, shall immediately forward the communication to the appropriate Department Head. The term “communication” shall refer to both written and verbal communications, and includes, but is not limited to, memoranda, faxes, messages, text messages, letters, legal notices, e- mails, summonses and other communications.

### 1103 *Suggestions*

**Policy Statement** – Giving and receiving feedback is encouraged in order to promote a positive, productive, and cooperative atmosphere. Employees should notify their supervisor or Department Head of any suggestions which may be valuable to the Town’s productivity and success. All suggestions will be carefully reviewed and implemented if feasible.

### 1104 *Public Relations*

**Policy Statement** – The courteous, professional treatment of members of the public by all employees helps to build confidence among the taxpayers we serve. We ask that all employees make every effort to represent the Town in a polite and professional manner.

### 1105 *Disclosure of Information and Media Relations*

*(Adopted by resolution of the Town Board on 4/7/09)*

**Policy Statement** – The Town promotes open government and complies with all requirements regarding public access to information. However, the Town recognizes that certain documents, records and other information pertaining to Town operations and activities may contain sensitive and confidential information, for example, information regarding matters under consideration for implementation by the Town, the acquisition or sale of land, and information about Municipal Officers and other public officials, employees, consultants, Town residents, applicants, vendors and other individuals or entities who do business with the Town, on behalf of the Town and/or its residents (“Town Information”).

Town Information cannot be photocopied, duplicated, scanned, emailed, mailed, discussed, disseminated or otherwise disclosed to any individual or entity, by any Municipal Officer (including but not limited to any board or committee member), employee or consultant except as may be required by the Freedom of Information Law (FOIL) or any other applicable laws and regulations. All Town Information shall be disseminated and disclosed to Municipal Officers, employees and

consultants on a "need to know" basis. Municipal Officers, employees and consultants are prohibited from discussing or otherwise disclosing Town Information to other Municipal Officers, employees and consultants who do not have a legitimate Town business reason to know or possess such information. Town Information shall not under any circumstances be discussed with or disclosed to family members or friends by any Municipal Officer, employee or consultant. As stated in more detail below in the "Responsibility for Security of Confidential Information" section, any Town Information to be disclosed pursuant to FOIL may be disclosed only by the duly appointed Records Management Officer.

**Responsibility for Security of Confidential Information** – All Municipal Officers, employees and consultants, including but not limited to elected officials, board members, committee members, Department Heads, consultants and employees are responsible for maintaining the security of all Town Information, including any documents, records and other information within their department operations.

Any request from any person or entity for disclosure of information under the Freedom of Information Law (FOIL) or any other applicable laws or regulations must be submitted to the Town's Records Management Officer. Town Information that has not been officially requested under FOIL from the Records Management Officer shall not be disclosed to any person or entity in any format by any Municipal Officer or Employee. Town Information that is deemed confidential by applicable laws and regulations shall not be disclosed absent a prior, written opinion from the attorney for the Town that such disclosure is permitted as a matter of law.

**Employee Personal Information** – Municipal Officers, employees and consultants shall not provide a caller or visitor with confidential information regarding any Municipal Officer, employee, Town Legal Counsel or consultant, including home addresses and personal telephone numbers. The caller/visitor's name and telephone number should be recorded and a message forwarded to the intended recipient for response.

**Media Relations Officer** – The Town Board may designate at any time one or more individuals to act as a Media Relations Officer for the Town. Such person(s) shall be the sole conduit for any and all official communications in any form to the media regarding Town operations, business and affairs. Such person(s) may be a member of the Town Board, an attorney for the Town, or a professional media spokesperson in the sole discretion of the Town Board. All such Media Relations Officers serve at the pleasure of the Town Board and may be removed at any time by majority vote of the Town Board for any reason.

### ***1106 Reporting of Improper Activities***

**Policy Statement** – Any employee who witnesses or becomes aware of an inappropriate action, improper financial circumstance, inappropriate use of Town funds or property, safety issue, or other matter that appears to be improper, should immediately make his or her Department Head or supervisor, the Town Manager, or any Town Board member aware of the issue. When an imminent and serious danger to public health or safety exists, an employee may see fit to immediately report violations to law enforcement or another applicable governing body. Even if you are in doubt about what you witnessed or were made aware of you should report the matter.

**Retaliation** – Under §75-B of NYS Civil Service Law (New York State Public Sector Whistleblower Law), an employee, who in good faith, discloses to a governmental body information regarding a violation of law, a substantial and specific danger to the public health or safety, or an improper governmental action which the employee reasonably believes to be true, shall be protected from any adverse personnel action including, but not limited to: termination, disciplinary action, or changes in compensation. Any Town employee or officer who commits or condones any form of retaliation against anyone who in good faith reports alleged misconduct will be subject to discipline up to, and including, termination.



## 1200 DISPUTE RESOLUTION

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### ***1201 Dispute Resolution Procedure***

**Policy Statement** – The Town Board has established a set of procedures to provide for the orderly resolution of differences at the earliest possible stage and to promote a harmonious and cooperative relationship between employees, Department Heads and members of the Town Board which will enhance the overall operation of the Town. The Town will attempt to resolve all work-related complaints that are appropriate for handling under this policy.

**Definition of Dispute** – For the purpose of this Employee Handbook, a “dispute” will mean a claimed violation, misinterpretation or inequitable application of any of the provisions of this Employee Handbook. In addition, the term “dispute” shall not apply to any matter as to which the Town is without authority to act. Examples of matters that may be considered appropriate disputes under this policy include:

- A belief that Town policies, practices, rules, regulations, or procedures have been applied in a manner detrimental to an employee;
- Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
- Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or disability; and
- Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, salary, or seniority.

**Step One** – An employee who claims to have a dispute may present the dispute to the employee’s Department Head. The dispute must be submitted, in writing, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge. The dispute will specify the date of submission, the name of the aggrieved employee, the date the dispute arose, the nature of the dispute, the provision of the Employee Handbook that was allegedly violated and a statement of facts, times, dates, and the remedy sought.

Within seven working days after receiving the dispute, the employee’s Department Head will meet with the employee to discuss and attempt to resolve the matter.

**Step Two** – In the event the informal dispute is not resolved at Step One, or the employee reasonably believes that the employee cannot present the dispute to the employee’s Department Head, the employee may submit the matter to the Town Manager. The dispute must be submitted, in writing, within seven working days from receiving the Step One response, or when the response should have been received or if Step One is not utilized for the above reason, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge.

Within seven working days after receiving the dispute, the Town Manager will meet with the employee to discuss and attempt to resolve the matter. Within seven working days from the meeting, the Town Manager will issue a written response.

**Step Three** – In the event the employee is not satisfied with the response at Step Two, the employee may submit the matter to the Town Board by filing a Request for Hearing with the Town Clerk. The Request for Hearing must be submitted, in writing, within seven working days from receiving the Step Two response, or when the response should have been received. The Request for Hearing will include a written statement of the dispute as outlined in Step One of this Procedure.

The Town Board will set the time and place for the hearing. All decisions rendered by the Town Board will be final and binding.

**Time Limits** – The employee must adhere to the time limits set forth in this dispute procedure. In the event the employee does not advance the dispute to the next step within the established time limit, the dispute will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated and signed by the employee and the person who is to receive the dispute.

**Right to Representation** – The employee will not be allowed representation by counsel at the hearing or have the right to summon witnesses.

**Refusal to Proceed with Dispute** – The Town Board may, at its discretion, refuse to proceed with any dispute it determines is improper or baseless under this policy.

**Final Decisions** – Final decisions on disputes will not be precedent-setting or binding on future disputes unless they are stated as official Town policy.

**Proper Use of Dispute Resolution Procedure** – Employees will not be penalized for proper use of the dispute resolution procedure. However, it is not considered proper use if an employee raises a dispute in bad faith or solely for the purposes of delay or harassment, or repeatedly raises meritless disputes. Implementation of the dispute procedure by an employee does not limit the right of the Town to proceed with any disciplinary action that is not in retaliation for the use of this procedure.

## 1300 EMPLOYEE ACKNOWLEDGMENT FORM

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Detach and place in employee's personnel file.

### TOWN OF CANANDAIGUA

### EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the ***Town of Canandaigua Employee Handbook*** outlining the rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits of the Town of Canandaigua. I further acknowledge that I have read, or will read the contents of the Employee Handbook and will contact my Department Head or the Town Manager if I have any questions.

I understand that the Employee Handbook is not meant to create a contract of employment, nor should it be construed as creating a contract of employment and that the Town Board of the Town of Canandaigua reserves the right to interpret, change or modify any section of the Employee Handbook at any time.

I agree to abide by the personnel policies, procedures, rules and regulations outlined in the Employee Handbook.

I understand that the Employee Handbook and the changes contained herein are intended to supersede all prior manuals and guidelines issued by the Town of Canandaigua.

\_\_\_\_\_  
Employee name (please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date of Signature

## **Crystelyn Laske**

---

**From:** Kelly Bush <tallulah13@gmail.com>  
**Sent:** Friday, May 3, 2024 11:01 AM  
**To:** Crystelyn Laske  
**Subject:** liquor permit  
**Attachments:** kb license.png; marshall LL.jpg; Cert of Ins - City of Rochester (2) (1).pdf; town of can license.pdf

Hello Crystal. My name is Kelly Bush and I am submitting my Facility Alcohol Beverage Permit. I also own Marshall Street Bar and Grill which will be providing the food and alcohol.

The event is for my son and daughter in law's baby shower - Troy and Chanelle Odeia. The party is at the Gorham Lodge on June 1st, 2024. I apologize for the late email and hope it's not too late to get this in. I have attached a copy of our liquor licesne, photo ID and copy of our liability insurance. Please let me know if there is anything else you need. My number is 585-233-8836 if that is easier.

Thank you!

--

***Kelly Bush***  
***Co-Owner Marshall Street Bar & Grill***  
***Co-Owner The Union Tavern***  
***Owner K & B Consulting***  
***Co-Founder BOSSY***

***Check out my podcast Getting Real with BOSSY***

\$120

# Town of Canandaigua

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

## Facility Alcoholic Beverage Permit Application

### Principal Contact Information

Principal Contact: BUSH Belly J Date: 5/1/24  
Last First M.I.

Address: 115 Birch Hills Dr NY 14622  
Street Address City State ZIP Code

Phone: 585.233.8836 Email: tallulah.B@gmail.com  
 \*\* Note that Principal Contact must be on-site at event and available to Town Staff at ALL times during event\*\*

### Licensed Operator/Caterer Information

Licensed Operator: Marshall St. Bar & Grill Address: 81 Marshall St Rochester 14607  
 NYS Liquor Authority License Number & Expiration: 798802 10/31/24

### Event Information

Name and Date of Event: Troy & Chanelle Odeia 6/1/24 Projected Attendance: 30

Purpose of Event: Baby Shower Start/End Times of Event: 11AM - 2PM

Where will alcohol be served: Gorham Lodge When will alcohol be delivered: 10AM 6/1/24

### Rules and Regulations

1. Any person(s) intending to provide, distribute, sell and or consume alcoholic beverages in the Town Parks must have a Facility Alcoholic Beverage Permit.
2. Any person(s) intending to sell or distribute alcoholic beverages, if applicable, shall have a permit or be associated with a permit from the New York State Liquor Authority.
3. Alcoholic beverages are not permitted in Town parks without a Facility Alcoholic Beverage Permit and the rental of a Town Park facility.
4. Facility Alcoholic Beverage Permit is defined as a permit authorized by the Town of Canandaigua Town Board for a specific event at Onanda Park and such permit is issued by the Town Clerk after being authorized by the Town Board.



5. Alcoholic beverage(s) is defined as including alcohol, spirits, liquor, wine, beer, cider and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being.
6. Facility Alcoholic Beverage Permit fee(s) will be set by the Town Board.
7. No person shall, under the age of 21 years, possess, transport, or bring into any Town Park or recreations area any alcoholic beverage or beer.
8. No person shall, under the age of 21 years, consume any alcoholic beverage or beer in any Town Park or recreation area.
9. No person shall become or be in an intoxicated condition while in any Town Park or recreation area.
10. Any person found to become or be in an intoxicated condition while in any Town Park or recreation area may be subject to ejection and/or associate penalties as defined in this chapter and/or action (s) determined by law enforcement.
11. The permitted Principal Contact or recipient of the Facility Alcoholic Beverage Permit shall be in the Town Park facility designated associated with the permit at all times while alcoholic beverages are being distributed, sold and/or consumed.
12. The permitted Principal Contact or recipient of the Facility Alcoholic Beverage Permit shall be responsible for any and all damages associated with persons consuming alcohol associate with the Facility Alcoholic Beverage Permit.
13. Nonobservance of the above, 1 through 12, shall constitute a violation.

**The following must be attached to this permit application for a Complete Submittal:**

Certificate of Liability Insurance (minimum limit of \$1 million) ✓  
 Copy of NYS Liquor Authority License ✓ Copy of Photo ID of Principal Contact ✓  
 Copy of all advertisements for Event \_\_\_\_\_

**By signing this Application, I hereby agree to the regulations set forth in Town Code Chapter 152 Parks and Recreation, Section 152-9, Facility Alcoholic Beverage Permit. In addition, I certify that my answers are true and complete to the best of my knowledge.**

Signature: K. J. Bush Date: 5-3-24

**Town Staff ONLY**

Date Application Deemed Complete: 5-6-2024  
 TB Meeting Date: 5-20-2024 Resolution Number: \_\_\_\_\_  
 Liability Insurance Submitted: ✓ NYS Liquor Authority License: ✓  
 Fee Paid: \_\_\_\_\_ Date Permit Issued / Permit Number: \_\_\_\_\_

\_\_\_\_\_  
 Town Clerk Signature / Date

## Crystelyn Laske

---

**From:** Kelly Bush <tallulah13@gmail.com>  
**Sent:** Friday, May 3, 2024 3:40 PM  
**To:** Crystelyn Laske  
**Subject:** Re: liquor permit Odeia Gorham Lodge Event  
**Attachments:** t of c permit.pdf

Thank you so much for your help! I have made the changes and attached an updated application. We will only be serving during the party, so 11-2 is fine.

On Fri, May 3, 2024 at 3:15 PM Crystelyn Laske <claske@townofcanandaigua.org> wrote:

Hi there!

I have received your request and am working on it for the May meeting. I need you to edit the application to list 12pm to 2pm under the time start and end. This means that drinks will only be served during those two hours so if you need to extend that time please do so now and list am or pm near the time. Also please provide the date and time that the alcohol will be delivered. After you are done, please scan back to me. I'm still working through everything so if I need anything else from you at any point, I will let you know!

Thank you!

*Crystelyn Laske*

*Town Clerk-Receiver of Taxes*

*Town of Canandaigua*

*5440 Route 5 E, 20 West*

*Canandaigua NY 14424*

*Office: 585-394-1120 Ext 2258*

*Fax: 585-394-9476*

**From:** Kelly Bush <tallulah13@gmail.com>  
**Sent:** Friday, May 3, 2024 11:01 AM  
**To:** Crystelyn Laske <claske@townofcanandaigua.org>  
**Subject:** liquor permit



ON-PREMISES LIQUOR LICENSE  
SERIAL #: 3149042  
COUNTY: MONROE



EFFECTIVE DATE: 10/21/2022  
EXPIRATION DATE: 10/31/2024  
CERTIFICATE #: 798802

# NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES. IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW.

## METHOD OF OPERATION

RESTAURANT SERVING LIQUOR WINE & BEER CIDER

outside patio

BUSGO INC  
MARSHALL STREET BAR & GRILL  
81 MARSHALL ST  
ROCHESTER NY 14607

FILING FEE \$90.00  
LICENSE FEE \$3,072.00

Vincent G. Bradley  
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

Certificate No. R798802





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

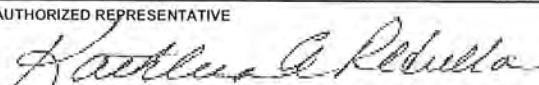
<b>PRODUCER</b> <b>The Insurance Marketplace Agency</b> <b>150 Allens Creek Rd; Suite 220</b> <b>Rochester, NY 14618</b> <b>License #: 955606</b>	<b>CONTACT NAME:</b> Kathleen A. Pedulla, CPCU
	<b>PHONE (A/C, No, Ext):</b> (585)482-9980 <b>FAX (A/C, No):</b> (585)482-6320 <b>E-MAIL ADDRESS:</b> kpedulla@insmarketplace.com
<b>INSURED</b> <b>Busgo Inc.</b> <b>DBA Marshall Bar &amp; Grill</b> <b>81 Marshall St</b> <b>Rochester, NY 14607-3523</b>	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Dryden Mutual Ins Co <b>NAIC #</b> 13919
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 00006681-276724      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LS6 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SMP00114835	08/31/2022	08/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000/5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as an Additional Insured as their interests may appear per LS22

<b>CERTIFICATE HOLDER</b>  City of Rochester 30 Church Street; Rm 005A Rochester, NY 14614	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (KAP)
--	---

**§ 152-9. Facility alcoholic beverage permit.**

The following rules pertain to the use, sale, distribution, or consumption of alcoholic beverages in Town of Canandaigua parks.

- A. Any person(s) intending to provide, distribute, sell and/or consume alcoholic beverages in the Town parks must have a facility alcoholic beverage permit.
- B. Any person(s) intending to sell or distribute alcoholic beverages, if applicable, shall have a permit or be associated with a permit from the New York State Liquor Authority.
- C. Alcoholic beverages are not permitted in Town parks without a facility alcoholic beverage permit and the rental of a Town park facility.
- D. "Facility alcoholic beverage permit" is defined for this chapter as a permit authorized by the Town Board of the Town of Canandaigua for a specific event at Onanda Park, and such permit is issued by the Town Clerk only after being authorized by the Town Board.
- E. "Alcoholic beverage(s)" is defined for this chapter as including: alcohol, spirits, liquor, wine, beer, cider and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being.
- F. Facility alcoholic beverage permit fee(s) will be set by the Town Board.
- G. Any person(s) making application for a facility alcoholic beverage permit in which alcohol will be sold shall provide:
  - (1) Proof of liability insurance for their organization or associated with their event to the Town;
  - (2) A completed facility alcoholic beverage permit application including the area identified where participants are proposed to consume alcoholic beverages;
  - (3) Proof of compliance with alcoholic beverage laws such as a licensed operator/caterer providing for and serving or receipt of a NYS Liquor Authority license for the event.
- H. No person under the age of 21 years shall possess, transport, or bring into any Town park or recreation area any alcoholic beverage or beer.
- I. No person under the age of 21 years shall consume any alcoholic beverage or beer in any Town park or recreation area.
- J. No person shall become or be in an intoxicated condition while in any Town park or recreation area.
- K. Any person found to become or be in an intoxicated condition while in any Town park or recreation area may be subject to ejection and/or associated penalties as defined in this chapter and/or action(s) determined by law enforcement.
- L. The permitted principal contact or recipient of the facility alcoholic beverage permit shall be in the Town park facility designated associated with the permit at all times while alcoholic beverages are being distributed, sold, and/or consumed.
- M. The permitted principal contact or recipient of the facility alcoholic beverage permit shall be responsible for any and all damages associated with persons consuming alcohol associated with the facility alcoholic beverage permit.

§ 152-9

§ 152-9

N. Nonobservance of this section shall constitute a violation.

# **ATTACHMENT 21**

# Website Redesign Proposal for Town of Canandaigua (TOC)

Canandaigua, New York Phone (585) 394-9476



Proposal:  
Ian Caspersson  
President  
IC9design  
ic9design.com  
ian@ic9design.com  
5/7/2024

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## Summary of Goals

**The Town of Canandaigua is looking to redesign their current website to provide a fresh look and implement a less “button heavy” approach. The primary objective is to keep the majority of the content as is, but move it into different areas and present it in a different fashion. This effort entails approximately 60% design changes and 40% new development.**

The update will use your existing Content Management System (CMS). Additional content areas will be added and existing ones updated to ensure you can continue to manage your own website content. We will train you on how to use the new additions.

One of your requests was to provide an updated calendar with more functionality. We propose embedding a Google Calendar into your website. Doing so will provide you with all the options both the town and the residents would need. Including posting events for each department, editing/deleting events, residents could save events on their own Google calendar, and you can control the calendar permissions. These are just a few benefits.

This proposal is submitted by IC9design, a creative web company with 25 years of experience in web design, application development, and digital marketing.

Throughout this proposal you will find information on how we plan to achieve the goals and specifications you provided during our meeting.

Thank you for considering us for this need and I look forward to working with you soon!

Sincerely,  
Ian Caspersson  
Owner, IC9design

## Standard Web Specifications

- Keep brand prominent
- Have a consistent look and feel to all pages (fonts, graphics and color schemes)
- Load rapidly and provide easy navigation between pages
- Be Search Engine Friendly
- Use current Content Management System (CMS) capable of being maintained and updated by TOC
- Allow TOC to upload images and video and place them into web pages when needed
- Allow TOC to easily add, update, and delete/archive web pages when needed
- Responsive design so the site looks great on all devices
- Train staff on how to use administration area/CMS



## Mobile-friendly

All websites, mobile apps, and online systems we create are mobile-friendly. We refer to this as “Responsive”, meaning it responds to the size of the screen it is presented on. If the site is being viewed on a desktop monitor it will format automatically to fit the monitor width. Same is true for a mobile phone - the website system will automatically configure its design to display perfectly on this smaller device.

We also ensure that the site is search engine “friendly”. This means we optimize the code and content in the way search engines view it to assist naturally with higher search engine result page (SERP) ranking.

## Responsive Framework

We will continue to use the Bootstrap framework to ensure your website stays responsive. The framework allows us a “build once - deploy many” process. It is the most popular HTML, CSS, and JavaScript framework for developing responsive, mobile-first websites and online systems.

## Accessibility

We will keep the current accessibility button (Userway).

## CMS

We will keep your content management system (CMS) and build on to it. Our CMS allows you to administer and maintain your own website content (images, photos, video embeds from YouTube, links to documents, new web pages, etc.). It also records and tracks form completions and leads. We train you on how to use our CMS - it’s very easy to learn.

Our CMS is built using ASP, PHP, SQL, JS, jQuery, Ajax, CSS, and HTML which means it is open to customization and improvement over time. The websites we create are hosted on a Windows Server running IIS. We typically employ MySQL, SQL Server, or Microsoft Access database for these types of websites as the data that is captured can be complex and requires protection.

## Custom Design

The website redesign will keep your town brand. It will utilize your logo, imagery, and color scheme. The redesign will use large main navigation drop-downs to reduce clicks and provide more options in one area. The design requests noted herein are based off of sections of the Town of Pittsford website that you liked.

## Home Page

The home page is the main “landing page” of your website. The design and development will be edited as follows:

In the **main navigation** across the top:

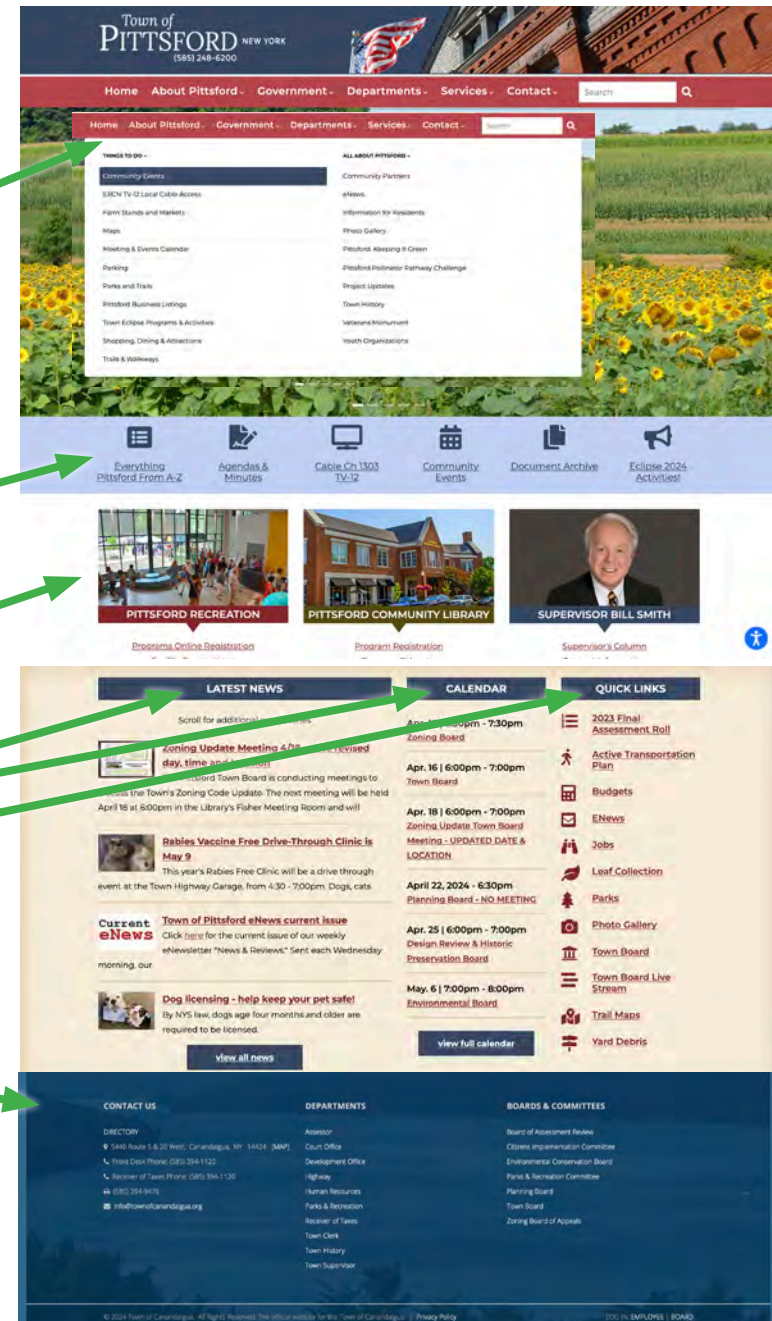
- Link to all main and sub pages of your site using larger menus
- Move the Select Language to the bottom
- Use a smaller version of the TOC logo
- Use an image in the header

In the **body** of the page:

- Add a row that provides icons and minimal text to display the most common topics residents ask about/look for (in addition to some of what Pittsford uses, you mentioned the zoom link for board meetings and linking to your newsletters)
- Add a row that provides imagery and links to hot topics. This row would also include a section for Jared to post his messages to the community.
- Provide a column to post town news excerpts. Clicking on a news item will open the entire news article.
- Post upcoming dates/events in a column
- Redesign quick links to present in a column

The **footer** of the page:

- Keep this as is
- Move Select Language to here
- Move Social Media links here (add youtube and facebook)
- Move Userway button to bottom right



## Standard Pages

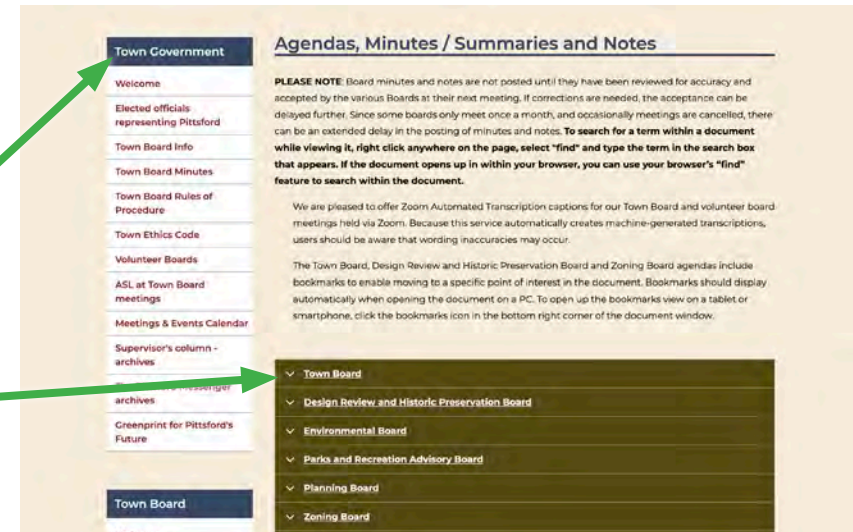
The Standard page template design and development will be edited as follows:

The **main navigation** across the top will be the same as the home page.

In the **body** of the page:

- Up to 3 secondary menus can be added to the left column. These menus will be specific to the page.
- Body content will still be editable and use similar styles
- We will develop a new section you can use to nest longer, or related, content under. This is shown here with the use of drop-down “drawers”.

The **footer** of the page will be the same as the home page.



## Department Pages

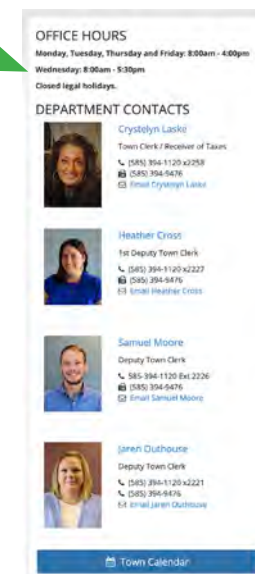
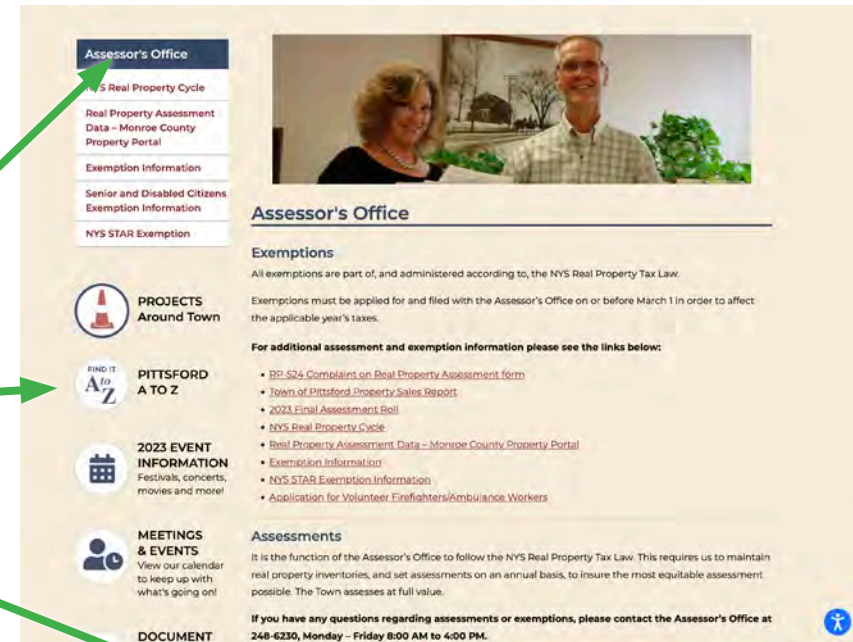
The Department page template design and development will be edited as follows:

The **main navigation** across the top will be the same as the home page.

In the **body** of the page:

- A secondary menu will be added to the left column (instead of the listing of links currently across the top of the page). This menu will be specific to the department page.
- We will add a section under the secondary menu where you can add links and images to other common topics and content. This information will be consistent across department pages.
- Body content will still be editable and use similar styles
- The far right column will still be the section with the department's office hours, contact info, and link to their calendar.

The **footer** of the page will be the same as the home page.





## Secondary Column Menus

Due to the nature of some menus being repeated across pages we have decided to develop the ability to create a menu(s) in your CMS and then simply select them for each page you want it to be present.

For example, the Town of Pittsford uses the column menu shown here on most pages throughout their website.

Instead of having to create it over and over for each page we will add the ability to create it once and then just select it for each page you want it to appear on.



## Google Calendar

As mentioned earlier, we propose a Google calendar be created and then embedded into your website in place of your current calendar.

We're sure you're familiar with Google calendar as most of us use it - especially on our phones.

Google calendar provides all the functionality of your current calendar and much more.

You can create a calendar for each department and add color coded events. Residents can turn on/off calendars to find just what they are looking for.

The calendar would look great and be responsive across all devices.

Create Private events that only staff can see.

Set up Google Meet for remote video meetings (similar to Zoom).

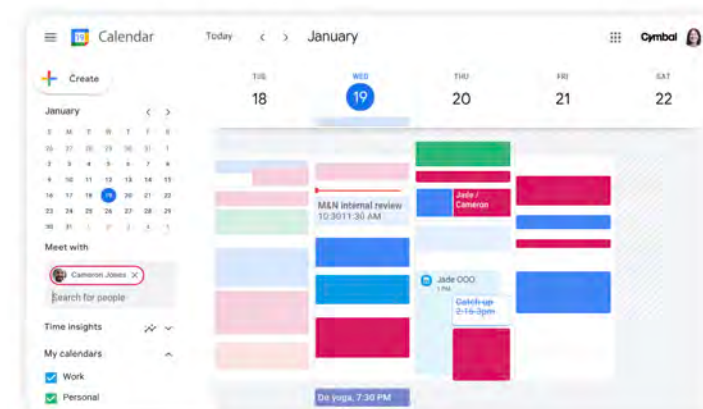
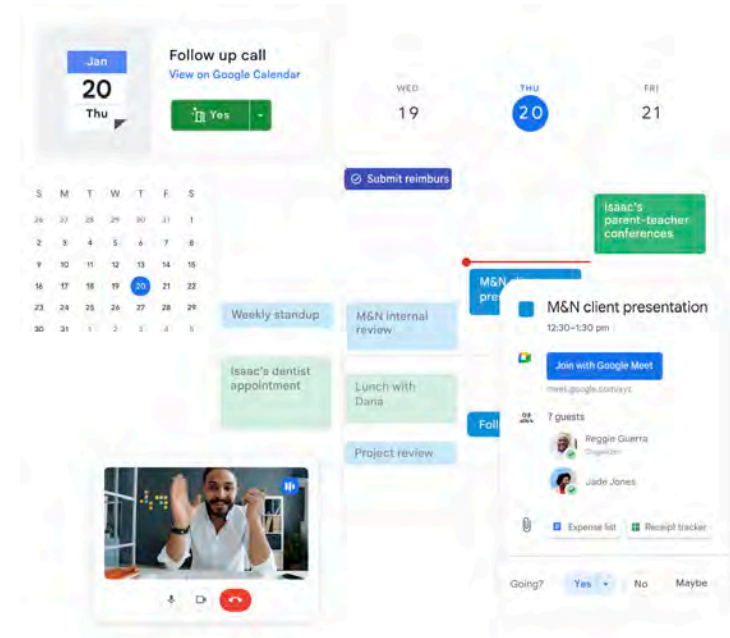
Add attachments to events.

...and much more.

More information is available at the following links:

<https://workspace.google.com/products/calendar/>

<https://blog.hubspot.com/marketing/google-calendar-tips>



## **File(s)**

IC9design will deliver the following:

- An updated website composed of electronic files (all code).
- Datafiles such as Databases.
- Photos (typically ones we correct).
- Access to any other files we may work on.

## Project Development Software

IC9design will use the following software to complete this project:

- Adobe Creative Cloud: Mainly Dreamweaver and Photoshop
- Microsoft Word
- MySQL, SQL Server, or Microsoft Access



## Assumptions

1. That electronic files of IC9design's renditions of WIP (work in progress) will be uploaded to test during review.
2. That client will provide only consolidated feedback from reviews, meaning one response file which is a summation of all reviewers' comments.
3. That this proposal is considered a work-for-hire arrangement and that the materials created will be the property of the Town of Canandaigua.
4. The client's logo and brand standards are to be used.

# Timeline

From kickoff date:

**Website update** = 4-6 weeks

# Estimate Breakdown

Website	Description	Cost
Update Design (Look and Feel) and Development (CMS)	Update website design based on the Town of Pittsford and the details provided herein. Update the CMS so you can continue to manage your website content.	\$4,000.00
	<b>Total:</b>	\$4,000.00

## Fulfillment

IC9design will provide the services described in this proposal, and use best efforts to complete the work within the estimated cost and schedule (granted client does not change the terms set forth and meets their responsibilities).

## Subsequent Changes to Proposal

If it becomes apparent to IC9design that either cost or scheduling are going to be exceeded due to changes or additions initiated by client or unforeseen issues, IC9design will advise client in advance.

## Client Responsibilities

Client agrees to provide IC9design with all information and materials needed to complete the services.

## Payment Terms

Client will make payment as follows:

- Half up front as project deposit.
- Second half due upon completion/go live.

Net 15 days, with 2% interest on late payments or outstanding account balance. Payments are in U.S. Dollars. IC9design does not start work until project deposit is received and cleared.

If for any reason payment is not made in full, all source materials, final content and all usage rights will be withheld until full payment is received.

## Warranty

Client warrants that the content and information provided will not infringe upon any copyrights and will be legally obtained and hold IC9design harmless for any breach of this warranty.

## Ownership

Copyright in the website information and materials will belong to client according to the Creative Commons license, any third-party components shall be subject to their own particular licenses, if any.

## Confidentiality

Neither IC9design nor client will divulge any confidential information without prior approval and for no other purpose than to complete the assigned tasks.

## Termination

Client may terminate this agreement by notice in writing or via email to IC9design. IC9design will invoice client for services performed up until the receipt of termination notice and provide client with all tangible work to date. IC9design may terminate this agreement with 14 days written notice or for non-payment.

## Mediation

Any unresolved claims will first be submitted to mediation and then arbitration.

## Governing Law

This agreement will be governed and interpreted by the standard terms and conditions of such contracts and by the laws of the state of New York.

This proposal, in whole or in part, may not be reproduced, stored, transmitted, or used for design purposes without the prior written permission of IC9design.

# **ATTACHMENT 22**

# Town of Canandaigua, NY

## Citizen Notifications & Alerts

May 1, 2024

**Prepared By:**

Kevin Strauss, Director of Sales

(631) 861-5812

[Kevin@GoGovApps.com](mailto:Kevin@GoGovApps.com)

**Prepared For:**

Jared Simpson

Town Supervisor

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

## Subscriptions & Services

Description	Amount
GONotify Citizen Notifications & Alerts (Notify) - Unlimited Subscription	\$4,800 /year
Services: \$0      Annually: \$4,800	

## Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	

Billing Information			
Contact Name:		Phone:	
PO #: (Optional)		Email:	

Contract Term Information	
Initial Subscription Period:	12 months starting:

## Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba "GOGov") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software" or "Subscription Services") in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form ("Effective Date") and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGov as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGov disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
3. **Continued Services**
  - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
  - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
  - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at [Billing@GOGovApps.com](mailto:Billing@GOGovApps.com) not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
  - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are NET 30 Days from the invoice date.
  - 4.3 *Taxes & Obligations.* In exchange for its use of the Subscribed Services, Customer will pay to GOGov the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGov has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGov is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGov is solely responsible for taxes assessable against it based on its income, property and employees.
  - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.



6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact [Support@GOGovApps.com](mailto:Support@GOGovApps.com) to have objections considered.
7. **Other Provisions**
  - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
  - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

**GOGov, Inc.**

**Town of Canandaigua, NY**

**Sign:**

---

**Name:** Daryl Blowes

---

**Title:** CEO

---

**Date:**

---

**Sign:**

---

**Name:**

---

**Title:**

---

**Date:**

---

*Additional Customer Signatures (Optional)*

**Sign:**

---

**Name:**

---

**Title:**

---

**Date:**

---

**Sign:**

---

**Name:**

---

**Title:**

---

**Date:**

---



GONotify® is a user friendly solution for creating & sending communications of all varieties to your citizens across multiple channels! Coupled with an agency branded mobile app, GONotify® makes it easy for citizens and government to communicate more efficiently and effectively!

## Communications in the Palm of Citizen's Hands

- **Branded Mobile App** serves as one place to access all notifications and important information directly from your local municipality
- **Subscription Lists** allow for citizens to sign up for the types of notifications that they want to receive
- **Direct Notifications** ensure that content is delivered directly to citizens devices so that no important updates are missed
- **Get more information** and start a dialogue with agency staff by replying to a notification (requires GOGov CRM)

## Keep Citizens Informed

As a staff & management team, keeping citizens informed can be a challenge. GONotify® includes some awesome features to help with this process:

- Send **Alerts & Emergency Notifications** directly to citizens
- Send Targeted Content by using **Subscription Groups** that you can define & select when sending out a message
- Use our **Message Editor** to easily create detailed & stylish communications that include pictures, formatting, links to videos, documents and other content.
- For Create Once, Publish Everywhere with **Multi Channel Publishing** that allows you to push content to the most vital channels including **Mobile, Email, Twitter, Facebook & Website.**
- For **customers who also purchase GOGov CRM**, citizens can communicate to get more information and start a dialogue with agency staff (**requires GOGov CRM**).

## All of your Communication Needs in One Spot

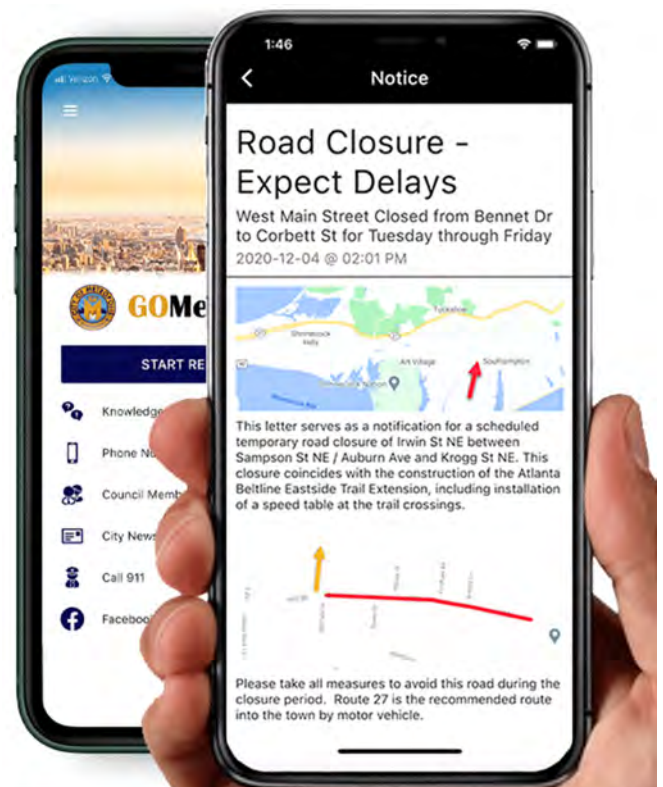
Why limit yourself to emergency communications when you could send anything that you want?

- Road Closure
- Events
- Storm Warnings
- Boil Water Advisory
- Emergency Alerts
- School Closings

## Vital City Information at Citizen's Finger Tips

The branded app includes applets, which are important pieces of information that you can put right at your Citizen's finger tips. Commonly that information includes:

- Important Phone Numbers
- Elected Official's Names & Bios
- Local Places
- Social Media Pages
- Website Content



# **ATTACHMENT 23**

**DRAINAGE AND UTILITY EASEMENT  
TO THE TOWN OF CANANDAIGUA**

4430 Deuel Road [address] / 125.00-1-31.111 [tax map #]

THIS EASEMENT is made this 25th day of March, 2024, by and between **Matthew D. Colf & Heidi J. Colf**, having an address of 4545 State Route 21, Canandaigua, New York, hereinafter referred to as the "Grantor"; and the **Town of Canandaigua**, a municipal corporation, having its main office at 5440 Routes 5 & 20 W, Canandaigua, NY 14424, hereinafter referred to as the "Grantee".

Grantor is the owner of certain premises known as 4430 Deuel Road located in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number 125.00-1-31.111, hereinafter referred to as the "Premises."

The Easement Areas are part of the Premises conveyed to Grantor by deed dated February 19, 2010, and recorded on February 22, 2010 in the Ontario County Clerk's Office in Liber 01240 of Deeds at Page 0387. The Easement Areas are each depicted in the Lease Exhibit attached as Exhibit A and each described in Exhibit B.

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

Grantor hereby grants, releases and conveys to Grantee, its successors, assigns or special districts forever, a permanent drainage and utility easement over the Easement Areas to construct, maintain, reconstruct, repair, use, lay, place and remove one or more ditches or swales with improvements, one or more drainage ponds, lines of pipe and appurtenances thereto for the collection, transmission, transportation and distribution of water, drainage structures and other drainage features, including but not limited to, culverts, open channels, stream beds and banks, gabions, riprap, and other erosion control features and utilities with ingress and egress to construct, reconstruct, maintain, repair, replace, remove, use, operate and alter the same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Areas. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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

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, Grantee will restore, at its expense, the Easement Areas 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.

made to the grade of the land within the Easement Areas nor shall there be any excavating, filling, mining or blasting within the limits of said Easement Areas without the prior written consent of Grantee.

Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Areas, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the drainage facilities, utilities or any part thereof without liability to Grantor.

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

Prior to entering the Premises, <sup>Grantee</sup> Grantor shall provide reasonable advance written notice of its intent to enter the Premises to Grantors.

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

GRANTOR:

GRANTEE: Town of Canandaigua

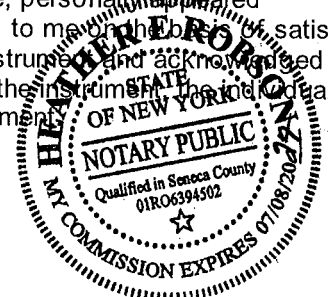
By: [Signature]  
Name: Matthew D. Colt  
Title: Owner

By: [Signature]  
Name: JARED SIMPSON  
Title: TOWN SUPERVISOR

STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

On the 28 day of March, 2021, before me, personally appeared Matthew D. Colt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

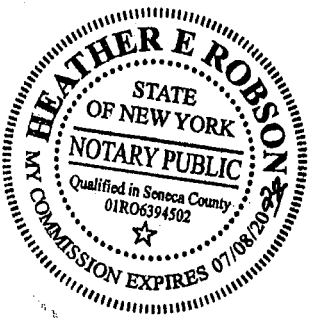
[Signature]  
Notary Public



STATE OF NEW YORK]  
COUNTY OF ONTARIO] ss:

On the 28 day of March, 2021, before me, personally appeared Jared Simpson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (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.

[Signature]  
Notary Public



Grantor for itself, its agents, distributees, 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 Areas nor shall there be any excavating, filling, mining or blasting within the limits of said Easement Areas without the prior written consent of Grantee.

Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Areas, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the drainage facilities, utilities or any part thereof without liability to Grantor.

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

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

GRANTOR:

GRANTEE: Town of Canandaigua

By: Heidi J. Colf  
Name: Heidi J. Colf  
Title: Owner

By: [Signature]  
Name: JARED SIMPSON  
Title: TOWN SUPERVISOR

STATE OF NEW YORK  
COUNTY OF ONTARIO] ss:

On the 28<sup>th</sup> day of March, 2024, before me, personally appeared Heidi J. Colf, 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.

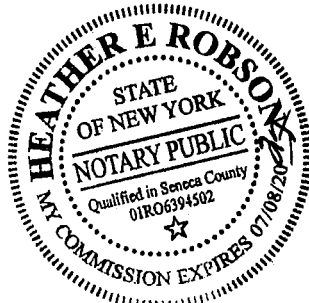
Linda A. Rider  
Notary Public

**LINDA A. RIDER**  
Notary Public, State of New York  
No. 01R16058087  
Qualified in Ontario County  
Commission Expires April 30, 2027

STATE OF NEW YORK  
COUNTY OF ONTARIO] ss:

On the 28 day of March, 2024, before me, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Heather E. Robson  
Notary Public





PARENT PARCEL

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF DEUEL ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY DAVID R. WARRNE AS FILED IN THE ONTARIO COUNTY CLERK'S OFFICE IN LIBER 1181 OF DEEDS AT PAGE 277;

THENCE IN THE WEST LINE OF DEUEL ROAD THE FOLLOWING CALLS:

SOUTH 88°52'15" EAST A DISTANCE OF 75.38 FEET TO A POINT

SOUTH 162°21'13" EAST A DISTANCE OF 84.71 FEET TO A POINT

SOUTH 25°21'18" EAST A DISTANCE OF 136.45 FEET TO A POINT

SOUTH 29°56'41" EAST A DISTANCE OF 223.35 FEET TO A POINT

SOUTH 30°05'16" EAST A DISTANCE OF 100.21 FEET TO A POINT

SOUTH 35°49'55" EAST A DISTANCE OF 90.34 FEET TO A POINT

SOUTH 44°52'16" EAST A DISTANCE OF 150.11 FEET TO A POINT

THENCE IN THE EAST LINE OF LANDS OF LEONARD E. COLF AS FILED IN LIBER 718 OF DEEDS AT PAGE 360 THE FOLLOWING CALLS:

NORTH 83°32'00" WEST A DISTANCE OF 163.73 FEET TO A POINT

SOUTH 09°14'19" WEST A DISTANCE OF 1049.68 FEET TO A POINT

THENCE SOUTH 83°05'00" WEST IN THE SOUTH LINE OF COLF A DISTANCE OF 873.85 FEET TO A POINT;

THENCE THROUGH LANDS OF COLF THE FOLLOWING CALLS:

NORTH 03°02'29" WEST A DISTANCE OF 1955.20 FEET TO A POINT

NORTH 14°17'12" WEST A DISTANCE OF 164.26 FEET TO A POINT IN THE EAST LINE OF NYS ROUTE 21;

THENCE IN THE EAST LINE OF NYS ROUTE 21 THE FOLLOWING CALLS:

NORTH 21°33'17" EAST A DISTANCE OF 384.51 FEET TO A POINT

NORTH 24°08'12" EAST A DISTANCE OF 86.80 FEET TO A POINT;

NORTH 28°33'27" EAST A DISTANCE OF 202.58 FEET TO A POINT

NORTH 28°33'27" EAST A DISTANCE OF 16.95 FEET TO A POINT;

THENCE IN THE NORTH LINE OF LANDS OF COLF THE FOLLOWING CALLS:

NORTH 47°20'51" EAST A DISTANCE OF 162.78 FEET TO A POINT

NORTH 66°33'49" WEST A DISTANCE OF 21.39 FEET TO A POINT

SOUTH 12°22'05" WEST A DISTANCE OF 5.81 FEET TO A POINT

SOUTH 68°33'19" WEST A DISTANCE OF 39.86 FEET TO A POINT

NORTH 84°35'59" WEST A DISTANCE OF 210.93 FEET TO A POINT

NORTH 56°46'12" WEST A DISTANCE OF 40.12 FEET TO A POINT

SOUTH 34°24'43" WEST A DISTANCE OF 34.16 FEET TO A POINT

SOUTH 09°03'22" WEST A DISTANCE OF 52.17 FEET TO A POINT

SOUTH 28°57'03" WEST A DISTANCE OF 26.65 FEET TO A POINT

SOUTH 57°16'24" WEST A DISTANCE OF 16.32 FEET TO A POINT

SOUTH 85°28'26" WEST A DISTANCE OF 19.81 FEET TO A POINT

NORTH 67°04'30" WEST A DISTANCE OF 75.02 FEET TO A POINT

NORTH 78°14'17" WEST A DISTANCE OF 35.55 FEET TO A POINT

NORTH 82°54'18" WEST A DISTANCE OF 30.38 FEET TO THE POINT AND PLACE OF BEGINNING;

TAX ID: 125-00-143-111

DESCRIPTION OF ACCESS & UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK, AS SHOWN ON A MAP ENTITLED "CANANDAIGUA-CHESHIRE - SURVEY PLAN / SCHEMATIC TOTAL HOLDINGS", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NO. 8000 V4108-V4101, DATED 05/26/2023, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE ASSUMED WEST BOUNDS OF DEUEL ROAD (66' WIDE), SAID POINT BEING AT THE ASSUMED COMMON LINE BETWEEN LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111) TO THE NORTH AND LANDS NOW OR FORMERLY OWNED BY LEONARD COLF & DEBRA COLF (T.A.# 125-1471-71) TO THE SOUTH, THENCE:

N42°52'19"W, ALONG THE ASSUMED WEST BOUNDS OF DEUEL ROAD (66' WIDE) A DISTANCE OF 140.1 FEET TO A POINT, THENCE TO THE POINT AND PLACE OF BEGINNING, THENCE:

S87°40'37"W, A DISTANCE OF 27.53 FEET TO A POINT, THENCE

ALONG A CURVE, SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°27'00", A RADIUS OF 120.80 FEET, AND AN ARC LENGTH OF 205.64 FEET, SAID CURVE ALSO HAVING A CHORD OF 167.20 FEET TO A POINT, THENCE

N02°17'42"W, A DISTANCE OF 201.95 FEET TO A POINT, THENCE

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 17°27'00", A RADIUS OF 85.80 FEET, AND AN ARC LENGTH OF 137.52 FEET, SAID CURVE ALSO HAVING A CHORD OF 167.20 FEET TO A POINT, THENCE

S72°13'47"W, A DISTANCE OF 60.16 FEET TO A POINT, THENCE

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 47°27'00", A RADIUS OF 175.80 FEET, AND AN ARC LENGTH OF 368.19 FEET, SAID CURVE ALSO HAVING A CHORD OF 257.20 FEET TO A POINT, THENCE

S71°23'37"E, A DISTANCE OF 44.17 FEET TO A POINT, THENCE

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 20°27'00", A RADIUS OF 348.80 FEET, AND AN ARC LENGTH OF 174.80 FEET, SAID CURVE ALSO HAVING A CHORD OF 257.20 FEET TO A POINT, THENCE

S74°35'37"E, A DISTANCE OF 34.51 FEET TO A POINT, THENCE

S15°25'58"W, A DISTANCE OF 30.80 FEET TO A POINT, THENCE

N73°05'57"W, A DISTANCE OF 100.80 FEET TO A POINT, THENCE

N73°05'57"W, A DISTANCE OF 58.00 FEET TO A POINT, THENCE

N73°05'57"E, A DISTANCE OF 100.80 FEET TO A POINT, THENCE

S74°35'37"E, A DISTANCE OF 44.17 FEET TO A POINT, THENCE

ALONG A CURVE, SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 20°27'00", A RADIUS OF 348.80 FEET, AND AN ARC LENGTH OF 174.80 FEET, SAID CURVE ALSO HAVING A CHORD OF 257.20 FEET TO A POINT, THENCE

N73°05'57"E, A DISTANCE OF 51.25 FEET TO A POINT, THENCE

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 17°27'00", A RADIUS OF 120.80 FEET, AND AN ARC LENGTH OF 137.52 FEET, SAID CURVE ALSO HAVING A CHORD OF 167.20 FEET TO A POINT, THENCE

S02°17'42"E, A DISTANCE OF 201.95 FEET TO A POINT, THENCE

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 87°25'24", A RADIUS OF 75.80 FEET, AND AN ARC LENGTH OF 117.65 FEET, SAID CURVE ALSO HAVING A CHORD OF 57.74 FEET TO A POINT, THENCE

S67°00'22"W, A DISTANCE OF 25.35 FEET TO A POINT, THENCE

S47°32'19"E, A DISTANCE OF 51.22 FEET TO A POINT, THENCE, SAID POINT BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 1.43 ACRES OF LAND, MORE OR LESS;

TITLE REVIEW

PER OLD REPUBLIC COMMITMENT FOR TITLE INSURANCE NO. 61-25019888-017, COMMITMENT DATE DECEMBER 25, 2023, SCHEDULE B - SECTION B EXCEPT SURVEY PERTINENT AND REFOUNDED MORTGAGE ITEMS) DETERMINATIONS ARE:

- 5. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE SURVEYOR MAP "LEONARD E. COLF SUBDIVISION LOTS 1 THROUGH 2", AS RECORDED AS DOCUMENT NO. 31425, RECORDED DATE 01/07/2019 IN ONTARIO COUNTY RECORDS, NO APPARENT EASEMENTS OR RESTRICTIONS ARE SHOWN ON THE MAP.
10. AGREEMENT BY AND BETWEEN KIRAS CONSTRUCTION CORPORATION AND MATTHEW D. COLF AND HEIDI J. COLF, RECORDED 05/09/2021 IN BOOK 1478, PAGE 364 OF THE ONTARIO COUNTY RECORDS, DOCUMENT IS FOR A LEASE LINE AGREEMENT BETWEEN T.A.# 125-00-136-114 AND T.A.# 125-00-143-111 AND DOES NOT IMPACT THE PROPOSED UTILITY AND ACCESS EASEMENT OR THE PROPOSED LEASE PARCEL.

TITLE REVIEW CONT.

11. MEMORANDUM OF LEASE BY AND BETWEEN MATTHEW D. COLF AND HEIDI J. COLF, LAND GRANT AND SURVY TOWNSHIP LLC, A DEVELOPER LIMITED LIABILITY COMPANY, TENANT, RECORDED 05/26/2023 AS BOOK 01577 PAGE 0716 OF THE ONTARIO COUNTY RECORDS.

DESCRIPTION OF LEASE PARCEL

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK, AS SHOWN ON A MAP ENTITLED "CANANDAIGUA-CHESHIRE - SURVEY PLAN / SCHEMATIC TOTAL HOLDINGS", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NO. 8000 V4108-V4101, DATED 05/26/2023, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE ASSUMED WEST BOUNDS OF DEUEL ROAD (66' WIDE), SAID POINT BEING AT THE ASSUMED COMMON LINE BETWEEN LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111) TO THE NORTH AND LANDS NOW OR FORMERLY OWNED BY LEONARD COLF & DEBRA COLF (T.A.# 125-1471-71) TO THE SOUTH, THENCE:

S77°02'07"W, AND THROUGH LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111) A DISTANCE OF 500.93 FEET TO THE POINT AND PLACE OF BEGINNING, THENCE

S15°25'58"W, A DISTANCE OF 100.80 FEET TO A POINT, THENCE

N73°05'57"W, A DISTANCE OF 30.80 FEET TO A POINT, THENCE

N73°25'58"E, A DISTANCE OF 100.80 FEET TO A POINT, THENCE

S14°25'58"E, A DISTANCE OF 100.80 FEET TO A POINT, THENCE, SAID POINT BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 0.206 ACRES OF LAND, MORE OR LESS.

DESCRIPTION OF STORMWATER EASEMENT A

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK, AS SHOWN ON A MAP ENTITLED "CANANDAIGUA-CHESHIRE - SURVEY PLAN / SCHEMATIC TOTAL HOLDINGS", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NO. 8000 V4108-V4101, DATED 05/26/2023, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE ASSUMED WEST BOUNDS OF DEUEL ROAD (66' WIDE), SAID POINT BEING AT THE ASSUMED COMMON LINE BETWEEN LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111) TO THE NORTH AND LANDS NOW OR FORMERLY OWNED BY LEONARD COLF & DEBRA COLF (T.A.# 125-1471-71) TO THE SOUTH, THENCE:

N03°14'47"W, THROUGH LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111), A DISTANCE OF 237.38 FEET TO THE POINT AND PLACE OF BEGINNING, THENCE

S27°48'14"E, A DISTANCE OF 13.66 FEET TO A POINT, THENCE

S02°17'42"E, A DISTANCE OF 27.51 FEET TO A POINT, THENCE

S47°42'57"W, A DISTANCE OF 16.00 FEET TO A POINT, THENCE, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

DESCRIPTION OF STORMWATER EASEMENT B

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK, AS SHOWN ON A MAP ENTITLED "CANANDAIGUA-CHESHIRE - SURVEY PLAN / SCHEMATIC TOTAL HOLDINGS", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NO. 8000 V4108-V4101, DATED 05/26/2023, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG THE ASSUMED WEST BOUNDS OF DEUEL ROAD (66' WIDE), SAID POINT BEING AT THE ASSUMED COMMON LINE BETWEEN LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111) TO THE NORTH AND LANDS NOW OR FORMERLY OWNED BY LEONARD COLF & DEBRA COLF (T.A.# 125-1471-71) TO THE SOUTH, THENCE:

N57°40'27"E, THROUGH LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111), A DISTANCE OF 404.54 FEET TO THE POINT AND PLACE OF BEGINNING, THENCE

S07°42'48"W, A DISTANCE OF 11.89 FEET TO A POINT, THENCE

N46°51'01"W, A DISTANCE OF 48.67 FEET TO A POINT, THENCE

N12°29'03"E, A DISTANCE OF 26.41 FEET TO A POINT, THENCE

ALONG A CURVE, SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°27'00", A RADIUS OF 85.80 FEET, AND AN ARC LENGTH OF 30.80 FEET, SAID CURVE ALSO HAVING A CHORD OF 547'42"16" 30.82 FEET TO A POINT, THENCE

S02°17'42"E, A DISTANCE OF 201.95 FEET TO A POINT, THENCE, SAID POINT BEING THE POINT AND PLACE OF BEGINNING;

SURVEY NOTES

- 1. TOPOGRAPHY SHOWN FROM A FIELD SURVEY BY COSTICH ENGINEERING ON 05/26/2023. HORIZONTAL AND VERTICAL DATA OBTAINED THROUGH NAD83/2011 CORS NETWORK REFERENCED TO THE FOLLOWING MONUMENT:
PITTSFORD CORS STATION
4. ELEVATION: 43-05-35.48491 (N) NAD 83 (COORD)
4. CONTROLLER: 075-011-1234 (N)
4. ELLIPSOID: 153.841 METERS NAD 83 (COORD)
2. BOUNDARY SURVEY HAS NOT BEEN APPROVED BY COSTICH ENGINEERING. BOUNDARY SURVEY HAS NOT BEEN APPROVED AND IS NOT ENDORSED BY UNLTD FIELD LOCATION OF BOUNDARY EVIDENCE, IN VIEW OF TITLE COMMITMENT BY UNLTD AND OVERLAY OF COUNTY 16A MAPS AND/OR COUNTY ZONING MAPS.
3. PER THE NY STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION THERE ARE NO STATE WETLANDS IN PROJECT AREA.
4. PER THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION THERE ARE NO FEDERAL WETLANDS NORTH OF THE PROJECT AREA.
5. PER THE PROPOSED PROJECT IMPACT HAZARD INFORMATION AND ANALYSIS REPORT MAP THERE IS NO 100 YEAR FLOOD PLAIN IN THE PROJECT AREA.
6. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, HAVING COMMITMENT NO. 61-25019888-017, HAVING AN EFFECTIVE DATE OF 12/25/2023.

DESCRIPTION OF STORMWATER EASEMENT C

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK, AS SHOWN ON A MAP ENTITLED "CANANDAIGUA-CHESHIRE - SURVEY PLAN / SCHEMATIC TOTAL HOLDINGS", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NO. 8000 V4108-V4101, DATED 05/26/2023, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

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N62°19'48"W, THROUGH LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111), A DISTANCE OF 547.55 FEET TO THE POINT AND PLACE OF BEGINNING, THENCE

S75°14'30"E, A DISTANCE OF 71.32 FEET TO A POINT, THENCE

N04°30'07"W, A DISTANCE OF 32.46 FEET TO A POINT, THENCE

ALONG A CURVE, SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 26°48'27", A RADIUS OF 120.80 FEET, AND AN ARC LENGTH OF 42.11 FEET, SAID CURVE ALSO HAVING A CHORD OF 164'53"28" 44.86 FEET TO A POINT, THENCE

N73°37'47"E, A DISTANCE OF 25.54 FEET TO A POINT, THENCE

S24°50'59"E, A DISTANCE OF 65.84 FEET TO A POINT, THENCE, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

DESCRIPTION OF STORMWATER EASEMENT D

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN OF CANANDAIGUA, COUNTY OF ONTARIO, STATE OF NEW YORK, AS SHOWN ON A MAP ENTITLED "CANANDAIGUA-CHESHIRE - SURVEY PLAN / SCHEMATIC TOTAL HOLDINGS", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NO. 8000 V4108-V4101, DATED 05/26/2023, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

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N84°14'10"W, THROUGH LANDS NOW OR FORMERLY OWNED BY MATTHEW COLF & HEIDI COLF (T.A.# 125-1431-111), A DISTANCE OF 662.80 FEET TO THE POINT AND PLACE OF BEGINNING, THENCE

S77°22'10"W, A DISTANCE OF 44.24 FEET TO A POINT, THENCE

N73°03'39"W, A DISTANCE OF 50.86 FEET TO A POINT, THENCE

N72°22'10"E, A DISTANCE OF 49.54 FEET TO A POINT, THENCE

S10°12'09"E, A DISTANCE OF 26.32 FEET TO A POINT, THENCE

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°31'16", A RADIUS OF 290.80 FEET, AND AN ARC LENGTH OF 31.78 FEET, SAID CURVE ALSO HAVING A CHORD OF 508°07"52" 21.77 FEET TO A POINT, THENCE, SAID POINT BEING THE POINT AND PLACE OF BEGINNING

Logos for BSI BLUE SKY TOWERS LLC, verizon, and COSTICH ENGINEERING. Includes contact information for Verizon and Costich Engineering.

Table with columns: NO., DATE, TYPE, COMMENTS. Contains two entries for 1/20/2024 and 1/20/2024.

Professional Engineer Seal for M.P.M. and T.K.W. with project manager and drafter information.

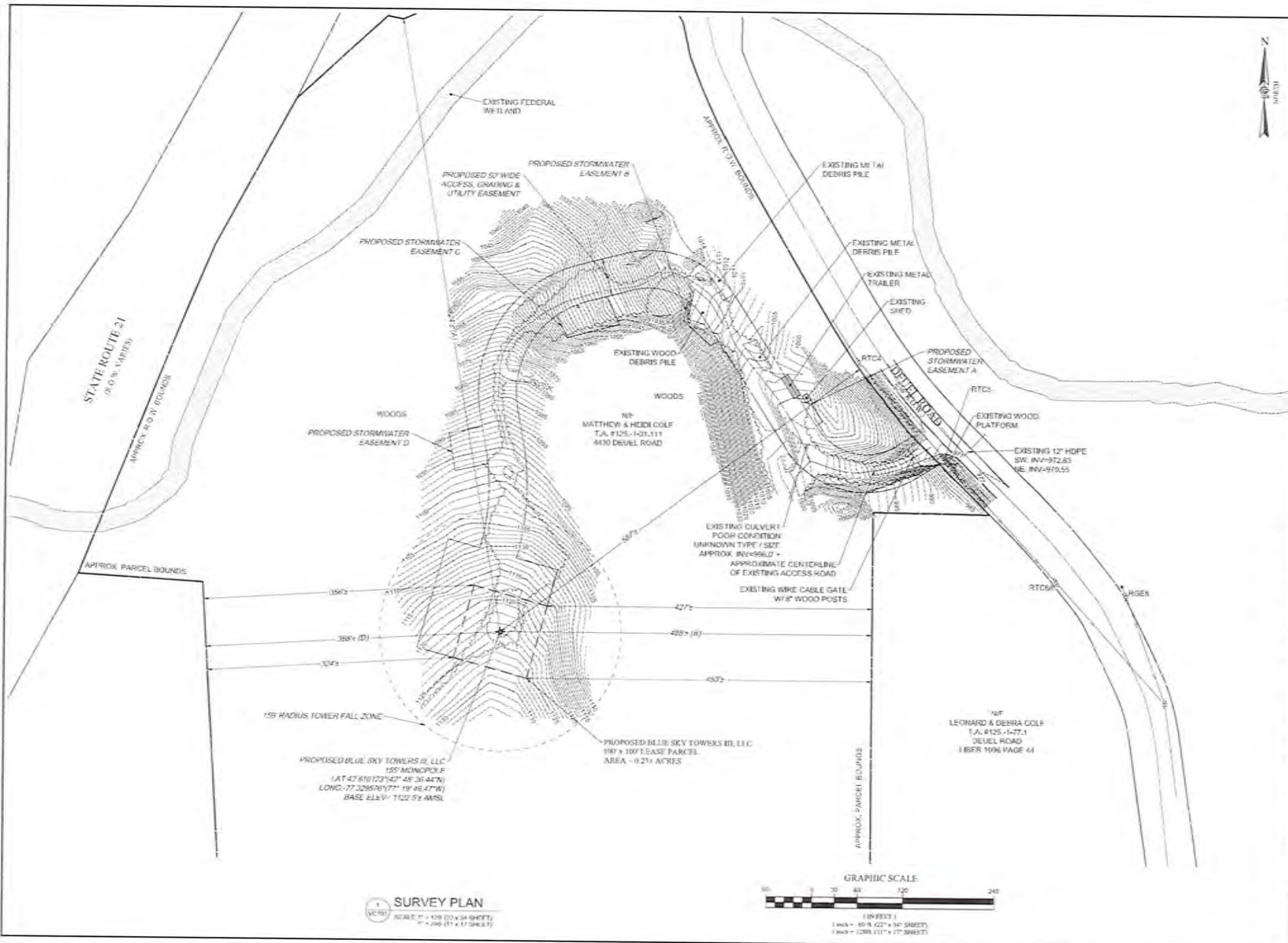
Logo for COSTICH ENGINEERING, D.P.C. with text: 'I DON'T JUST DRAW I DESIGN'.

CANANDAIGUA-CHESHIRE NY-5162

TOWN OF CANANDAIGUA COUNTY OF ONTARIO STATE OF NEW YORK

SURVEY NOTES AND DESCRIPTIONS

Sheet information: 9000, VC110, SHEET 08 OF 20.



**verizon**  
 125 JOHN STREET, SUITE #400  
 WEST HONOLULU, HAWAII 96819

**COSTICH ENGINEERING**

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

257 LAMAR BLVD  
 WASHINGTON DC 20004  
 (202) 462-8800

NO.	DATE	DESCRIPTION
0	10/23/2024	TKW
1	10/29/2024	MPM

PROJECT MESSAGE #1  
**M.P.M.**  
 DRAWN BY  
**T.K.W.**

COPYRIGHT 2024  
 COSTICH ENGINEERING, D.P.C.  
 THE SEAL OF THE STATE OF NEW YORK  
 I HEREBY CERTIFY THAT THE SURVEYING AND MAPPING WORKS HEREON WERE PERSONALLY SUPERVISED BY ME OR BY AN ASSISTANT REGISTERED UNDER THE SURVEYING AND MAPPING ACT OF 1908 AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF NEW YORK AND THE SURVEYING AND MAPPING WORKS WERE ACCURATELY PERFORMED BY ME OR BY AN ASSISTANT REGISTERED UNDER THE SURVEYING AND MAPPING ACT OF 1908 AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF NEW YORK.

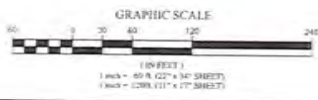
CANANDAIGUA-CHEESHIRE  
 NY-5162

TOWN OF CANANDAIGUA  
 COUNTY OF ONTARIO  
 STATE OF NEW YORK

SHEET TITLE  
**SURVEY PLAN**

U.C. JOB NUMBER: **9000** SHEET NUMBER: **VC101**  
 SHEET NO. OF 24

**SURVEY PLAN**  
 SCALE: 1" = 40' (2" x 34 SHEETS)  
 1" = 80' (11" x 17 SHEETS)





**From:** [CHRIS NADLER](#)  
**To:** [Lusk, Jared](#); [Sarah Reynolds](#); [LBRABANT](#); [Michael Murphy](#)  
**Cc:** [Elizabeth Thompson](#); [Donna Love](#)  
**Subject:** Blue Sky  
**Date:** Tuesday, March 26, 2024 1:39:32 PM

---

I have reviewed the attached drainage easement and approve the same as to form subject to approval of the Town Engineer, and acceptance by the Town Board and recording at the County Clerk's Office prior to issuance of Certificate of Occupancy.

---

Chris  
LAW OFFICES OF  
CHRISTIAN M. NADLER  
9 Mima Circle  
Fairport, NY 14450  
Phone # 585-315-4767

----- Original Message -----

**Subject:**Fwd: Drainage and Utility Easement - USE THIS INSTEAD  
**Date:**2024-03-25 20:28  
**From:**"Lusk, Jared" <jlusk@nixonpeabody.com>  
**To:**"Chris Nadler" <cnadler@cnadlerlaw.com>

Chris:

Revised to add language re reasonable advance notice to Grantor.

If these revisions are acceptable to the Town, kindly let us know and we will arrange for signatures from the Grantor.

Jared  
Sent from my iPhone

Begin forwarded message:

**From:** "Vimislik, Melissa" <MVimislik@nixonpeabody.com>  
**Date:** March 25, 2024 at 3:52:24 PM EDT  
**To:** "Lusk, Jared" <jlusk@nixonpeabody.com>  
**Subject: Drainage and Utility Easement - USE THIS INSTEAD**

March 28, 2024

Mrs. Sarah Reynolds, Town Planner  
Town of Canandaigua, Planning Board  
5440 Routes 5 & 20 West  
Canandaigua, NY 14424

RE: BLUE SKY TOWERS – 4430 DEUEL ROAD  
EASEMENT REVIEW  
TAX MAP NO.: 125.00-1-31.111  
CPN No. 23-061  
MRB PROJECT NO.: 0300.12001.000 – PHASE 339

Dear Mrs. Reynolds:

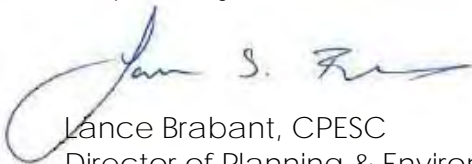
MRB Group has completed a review of easements and descriptions for the approved final site plan and Stormwater Control Facilities Maintenance Agreement for the above referenced project, prepared by Costich Engineering for the following:

- Canandaigua-Cheshire (NY-5162) Access & Utilities Easement
- Canandaigua-Cheshire (NY-5162) Stormwater Easement A
- Canandaigua-Cheshire (NY-5162) Stormwater Easement B
- Canandaigua-Cheshire (NY-5162) Stormwater Easement C
- Canandaigua-Cheshire (NY-5162) Stormwater Easement D

Based on our review of the above-referenced boundary descriptions and easement mapping, we find the documents to be accurate and complete. These will need to be forwarded to the Town Attorney for review and approval of the legal documents as required by the Town of Canandaigua, if not done so already.

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

Cc: Mike Murphy, Code Enforcement Officer  
Jim Fletcher, Highway and Water Superintendent  
Christian Nadler, Esq., Town Attorney  
Crystelyn Laske, Town Clerk  
Michael Montalto, Costich Engineering  
Jared Lusk, Nixon Peabody

# **ATTACHMENT 24**

**Intermunicipal Agreement for Fireworks Display**

**THIS AGREEMENT** commencing the \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF CANANDAIGUA**, having its principal place of business at 2 North Main Street, Canandaigua, New York, 14424, Ontario County, New York, (“City”), and **TOWN OF CANANDAIGUA**, having its principal place of business at 5440 Route 5 & 20 West, Canandaigua, New York 14424 (“Town.”) and both parties being municipal corporations organized and existing under and by virtue of the Laws of the State of New York.

**WITNESSETH:**

**WHEREAS**, the Town and City of Canandaigua desire to cooperate in the planning, organization, and execution of a community fireworks display on July 6, 2024 (“Event”) for the enjoyment and entertainment of their residents; and

**WHEREAS**, the parties recognize the benefits of cost-sharing and resource pooling to ensure the successful implementation of the fireworks display; and

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

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

**1. SCOPE OF WORK AND CONSIDERATION.**

- a. The Event shall occur over Canandaigua Lake, in the vicinity of \_\_\_\_\_, at a specific location to be determined mutually by the Parties (the “Event Site”).
- b. The Event shall occur on July 6, 2024, at approximately \_\_\_\_\_ pm.
- c. The Parties agree to cooperate and consult with each other regarding the planning, organization, scope, and execution of the Event.
- d. The Parties agree that the Town shall be responsible for procuring (in accordance with its procurement policy) and engaging a third-party fireworks provider (Young Explosives Corporation or other provider) (“Fireworks Provider”) to plan, set-up, and break-down, and clean and restore the Event Site to its original condition prior to the Event.
- e. The Town shall be responsible for all costs associated with engaging the Fireworks Provider, the cost of any barge rental, or any other costs of procuring fireworks for the Event.
- f. The City shall be responsible for providing, at its cost and expense, all personnel, assets and equipment, including, for example, from the City Police Department, Fire Department, and Department of Public Works, that may be necessary before, during and after the event, to ensure public safety, including crowd and traffic control, emergency response planning, and fire prevention measures. Such personnel shall not be responsible for the actual operation of the fireworks display.

2. **TERM.**

May 1, 2024 to July 31, 2024

3. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.
4. **GOVERNING LAW AND VENUE.** The Laws of the State of New York shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Ontario County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.
5. **LIABILITY AND INSURANCE.** Town shall at all times save harmless the City of Canandaigua, its officers, and its employees and volunteers, from and against any and all liability, losses, claims, suits, causes of action, costs, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to act on the part of the Town or its agents, officers, employees and/or volunteers. The Town shall maintain adequate liability insurance coverage for the Event, and shall indemnify and hold harmless the City from any claims, damages, or liabilities arising out of the Event.

The Town shall ensure that Young Explosives Corporation shall provide proof of general liability insurance coverage of at least \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate, proof of Workers Compensation insurance coverage, and a waiver of subrogation, releasing and relieving the City and waiving its entire right of recovery against the City for loss or damage arising out of or incident to the Event, including for loss or damage due to the negligence of the City, or any of their agents, employees, or contractors. The City shall be named as an additional insured on the aforementioned policies. The Town shall also require Young Explosives Corporation to provide proof of said insurance to the City. The cost of obtaining any additional insurance shall be the responsibility of Young Explosives Corporation.

6. **NOTICE OF INJURY.** In the event that City's employees, or agents, are injured or cause injury or damage while in performance of services under this Agreement then City shall cause written notice to be served upon the Town Supervisor at 5440 Routes 5 & 20 West, Canandaigua, New York 14424 within forty-eight hours of any such injury or damage.
  
7. **TERMINATION.**
  - a.) Either party may terminate this Agreement at any time with five (5) days advance written notice if the either party determines that the other is unable or unwilling to provide the scope of work described in this Agreement or either party fails to immediately correct any problems after five (5) days notification of such problem from other party.
  - b.) Upon written notice of termination from the either party, the non-terminating party shall immediately cease all work under this Agreement.
  - c.) No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to indemnification or monies owed.
  
8. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
  
9. **AMENDMENTS.** This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.
  
10. **WAIVER.** The failure of either party to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the Party's condoning of further nonperformance of such terms or conditions.
  
11. **LIMITATION OF LIABILITY.**
  - a. In no event shall City be liable to the Town or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not City has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
  
12. **NO THIRD-PARTY BENEFICIARIES.** Except as otherwise specifically stated in this Agreement, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or

implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13. **FORCE MAJEURE.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) epidemics or pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order, law, or actions, including declared States of Emergency; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of the Impacted Party.
  
14. **NOTICES.** Except as provided herein, any notice or consent required or permitted to be given pursuant to this Agreement may be given to the other party via email, to the individual signing below. Notice shall be deemed received immediately upon transmission absent proof of the notice being undeliverable.
  
15. **HEADINGS.** Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.
  
16. **MERGER CLAUSE.** The parties agree this Intermunicipal Agreement constitutes the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing, and designated as an amendment to this Agreement, shall supersede or vary the positions herein.
  
17. **AUTHORIZATION.** Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party.



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

CITY OF CANANDAIGUA

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

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

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

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

TOWN BOARD OF THE TOWN  
OF CANANDAIGUA

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

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

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

# **ATTACHMENT 25**

# PURCHASE PROPOSAL

BY GEMCOLE PROPERTIES C/O SANDMANS RCD

2495 BRICKYARD ROAD TO THE TOWN OF CANANDAIGUA

## PROPERTY LINE ADJUSTMENT AND LANDSCAPE UPGRADES



**Prepared By**  
Richard Deys  
[info@sandmans.net](mailto:info@sandmans.net)  
GEMCOLE PROPERTIES C/O SANDMANS RCD  
2495 Brickyard Road  
Canandaigua, NY 14424

**Prepared For**  
Jared Simpson  
[jsimpson@townofcanandaigua.org](mailto:jsimpson@townofcanandaigua.org)  
Town Of Canandaigua  
5440 Route 5&20 West  
Canandaigua, NY 14424

April 16, 2024

Please accept this proposal for the purchase and property line adjustment for 9545 square feet of land located in Town of Canandaigua, Property # 70.00-1-68.200. This parcel is currently owned by the Town of Canandaigua.

GEMCOLE PROPERTIES currently owns the adjacent property, and leases it to SANDMANS RCD, both of which are owned by Richard Deys. This purchase will extend the GEMCOLE PROPERTIES line (Property # 70.00-1-10.111) by 32.5 feet south of the survey pin at the western most boundary and by 35 feet south of the eastern most boundary pin.



The proposed adjustment extends 293.72 linear feet between the two indicated pin locations and encompasses approximately 9545 square feet.

In addition to purchase of the property, GEMCOLE PROPERTIES will install new planting blockade of American Pillar Arborvitae purchased from a long-time botanical grower here in Canandaigua. This will replace unsightly, dead and damaged trees of the hedgerow that currently acts as a border between the two property lines.





This adjustment will serve to:

- Provide correction and square the property survey lines at 2495 Brickyard Road
- Offer wider and safer travel lanes within Sandmans trucking loading/offload area
- Remove unsightly expired trees, limbs, branches and continuously unsafe fallen debris from current hedgerow
- Visually enhance the approach toward the facility from Brickyard Road
- Improve the aesthetic appeal of the industrial area located near a tourist gateway location across from the Canandaigua Airport
- Provide additional tax revenue to municipalities as the land becomes zoned as privately owned industrial property

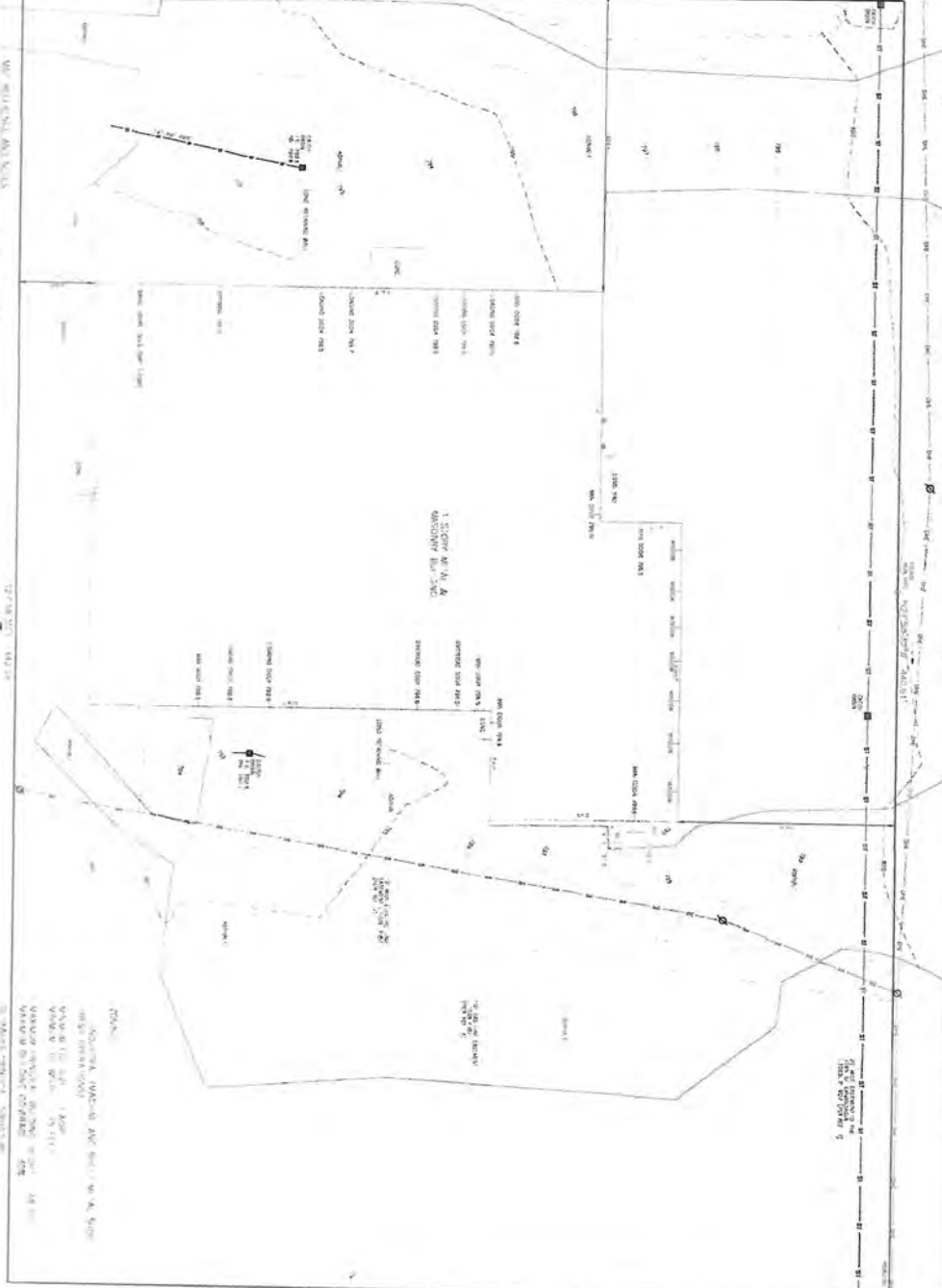
The total area proposed for purchase is .23 acre or 9545 square feet and we are asking for your consideration of a purchase price of \$2300.00, payable within seven days of agreement with a target closing date of Tuesday, April 30, 2024.

GEMCOLE PROPERTIES agrees to pay all costs associated with survey map, drawings legal fees, and assessment adjustments cost that might be associated with developing and completing this agreement.

- LEGEND**
- 1. Boundary
  - 2. Easement
  - 3. Right of Way
  - 4. Utility
  - 5. Other
  - 6. Proposed
  - 7. Easement
  - 8. Right of Way
  - 9. Utility
  - 10. Other



**AREA TO BE PURCHASED FROM  
THE TOWN OF CANANDAIGUA  
14,923 SQUARE FEET  
0.343 ACRE**



**BRICKYARD ROAD**

**NOTES:**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE AREA TO BE PURCHASED FROM THE TOWN OF CANANDAIGUA IS SHOWN IN BLACK.
3. ALL DIMENSIONS ARE IN FEET AND INCHES.
4. THE TOTAL AREA OF THE SITE IS 14,923 SQUARE FEET OR 0.343 ACRE.
5. THE PLAN SHOWS THE EXISTING CONDITIONS OF THE LAND AND THE PROPOSED CHANGES.
6. THE PLAN IS SUBJECT TO THE APPROVAL OF THE TOWN OF CANANDAIGUA AND THE COUNTY OF ONTARIO.
7. THE PLAN IS SUBJECT TO THE APPROVAL OF THE TOWN OF CANANDAIGUA AND THE COUNTY OF ONTARIO.
8. THE PLAN IS SUBJECT TO THE APPROVAL OF THE TOWN OF CANANDAIGUA AND THE COUNTY OF ONTARIO.
9. THE PLAN IS SUBJECT TO THE APPROVAL OF THE TOWN OF CANANDAIGUA AND THE COUNTY OF ONTARIO.
10. THE PLAN IS SUBJECT TO THE APPROVAL OF THE TOWN OF CANANDAIGUA AND THE COUNTY OF ONTARIO.

**PRELIMINARY**

**PLAT**

<p>EXISTING CONDITIONS PLAN OF LAND OF <b>GEMCOLE PROPERTIES, INC.</b> SHOWING LAND IN BRICKYARD ROAD TOWN OF CANANDAIGUA</p> <p>COUNTY OF ONTARIO      STATE OF NEW YORK</p>	<p><b>REVISIONS AND APPROVALS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION	BY													<p>STAMP</p>	<p>STAMP</p>	<p><b>Marks Engineering</b></p> <p>4823 RT 4 S33      Phone 905-909-0206 CANANDAIGUA, ONT L0C4      Fax 905-463-8307 www.marksengineering.com      info@marksengineering.com</p>
NO.	DATE	DESCRIPTION	BY																	



Brunner Properties, LLC  
& Josef's Artisan Meats  
2640 Brickyard Road  
Canandaigua, NY 14424

April 16, 2024

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

Good afternoon, Town of Canandaigua Supervisor, Jared Simpson and Canandaigua Town Board:

This letter is written in support of the proposal presented by Richard Deys for site expansion and development of the facility owned by GEMCOLE PROPERTIES located at 2495 Brickyard Road.

Brunner Properties, LLC owns the property (5560 Airport Rd) located directly adjacent to the subject property.

We have reviewed the attached proposal and have no objections as long as any existing easements are unaffected. We recognize the significant improvements that will be provided through this effort.

Please approve this proposal and contact us at any time with thoughts or questions.

Sincerely,

Josef & Elizabeth Brunner  
Brunner Properties LLC  
585-266-4960



PLANNING BOARD  
TOWN OF GORHAM

PB# 76-2024

APPLICATION FOR SITE PLAN REVIEW

Sketch plan

Preliminary Site Plan

APR 08 2024

Name of Applicant Mark Tolbert

Address 3596 Otetiana Point

Canandaigua, NY Zip Code 14424

Telephone 585-410-3084

Title of Project Tolbert Residence

Location Otetiana Point TA# 98.19-3-6.000

Description: \_\_\_\_\_ Zoning District R1

Included with application:

Tape map

Contour map

Plans and relevant data

Environmental assessment

Other (please list) Building Elevations

Received by \_\_\_\_\_

Zoning Officer

\_\_\_\_\_ Date (sketch plan)

\_\_\_\_\_ Date (preliminary site plan)

TO BE FILLED OUT BY THE CHAIRMAN OF THE PLANNING BOARD  
AND RETURNED TO THE ZONING OFFICE

Sketch plan approved as basis for preliminary site plan with no changes

With the following changes (must be listed):



## **Requirements for Site Plan Approval For New Construction**

The following **must** be on a site plan done by a licensed professional engineer and **10 copies** filed with the Town of Gorham Zoning Office with the Site Plan Application, Short Environmental Assessment Form, and \$150.00 fee. Application will be processed on a first come first serve bases and the applicant will be notified of the meeting date after the application is reviewed and found complete. The Planning Board meets the fourth Monday of every month at 7:30 PM in the Gorham Town Hall.

- A. Location of all buildings with **exact** setbacks from **all** property lines, done by a licensed surveyor.
- B. Provide lot coverage calculations of all impervious and substantially impervious surfaces as per Town's "Lot Coverage" definition in a legend on submitted Site Plan.
- C. Location of water supply.
- D. Location of all utilities.
- E. Location of septic system or sewer main
- F. Location of driveway approved by the Town, County or State Highway Dept, must comply with the Town of Gorham Access Management Plan.
- G. Contour lines showing adequate drainage away from all building foundations and neighboring properties and that the finished grade around every foundation provide a minimum slope of 2% away from the foundation for a minimum of 5 feet. Show how gutters will be drained. **THIS MUST BE DONE BY A LICENSED PROFESSIONAL ENGINEER OR LICENSED PROFESSIONAL ARCHITECT.**
- H. First floor elevation above finished grade (18 inches minimum). Floor elevation of garage attached or detached must be shown.

**ALL OF THE ABOVE REQUIREMENTS MUST BE ON THE SITE PLAN, PREPARED BY A LICENSED PROFESSIONAL ENGINEER OR LICENSED PROFESSIONAL ARCHITECT AT THE TIME OF SUBMISSION OF THE APPLICATION. UPON REVIEW BY THE ZONING OFFICER IF APPLICATION IS INCOMPLETE IT WILL BE RETURNED TO THE APPLICANT. IF THE APPLICATION IS COMPLETE IT WILL BE FORWARDED ON TO THE PLANNING BOARD FOR REVIEW AT THEIR NEXT SCHEDULED MEETING.**

**AN INCOMPLETE APPLICATION MAY DELAY APPROVAL OF THE PROPOSED PROJECT.**

**ENGINEER'S REPORT  
OTETIANA POINT  
TA# 98.19-3-6.000  
TOWN OF GORHAM, NY**

APR 08 2024

### **OVERVIEW**

The proposed development is to demolish an existing garage and rebuild a new two-story structure in its place. The building footprint is 2,063 square feet with development including site and utility improvements. The current property is zoned Residential (R-1).

### **EXISTING CONDITIONS**

The site is located on a 0.29-acre R-1 zoned parcel located on a private drive that is currently occupied by an existing one story garage, to be demolished. The site currently has access to utilities located along the private driveway. There are no wetlands, floodplain, or archeologically sensitive area located on the site being the site has been previously developed.

### **PROPOSED DEVELOPMENT**

The proposed development will include a 2,063 sq. ft. building footprint consisting of a two-story wood framed structure. The building has been sited to make best use of the parcel and the previously disturbed portions of the site with a total disturbed area of 0.12 acres. The existing lot coverage is 49.7%. The proposed layout will decrease impervious cover and will bring the lot coverage to 43.31%, which was granted by the Towns ZBA during the February meeting.

### **WATER**

The current parcel has an existing water service that is to be reused and extended into the new building. No change in water usage or peak demand is anticipated.

### **SANITARY SEWER**

The site has access to a dedicated 8" pvc gravity sanitary sewer along the private drive. Given the nature of the development and the existing grades, in order to provide sanitary sewer to the structure which is downhill of the existing sewer, a grinder pump will be installed to provide sanitary sewer connection for the structure. This grinder pump will connect via 1.25" pvc force main to the existing sewer with a shut off valve located at the edge of the easement.

### **STORMWATER**

With the current parcel totaling +/- 0.29 acres, the limit of disturbance will be kept under an acre. Therefore a SWPPP will not be required. Under existing conditions there is 0.108 acres of existing impervious cover in the limits of disturbance where under developed conditions, there is 0.083 acres of impervious cover. That being said, there will be a reduction in runoff generated by reducing the impervious cover.

# Short Environmental Assessment Form

## Part 1 - Project Information

APR 08 2024

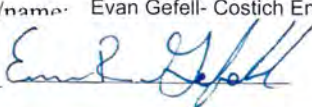
### Instructions for Completing

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

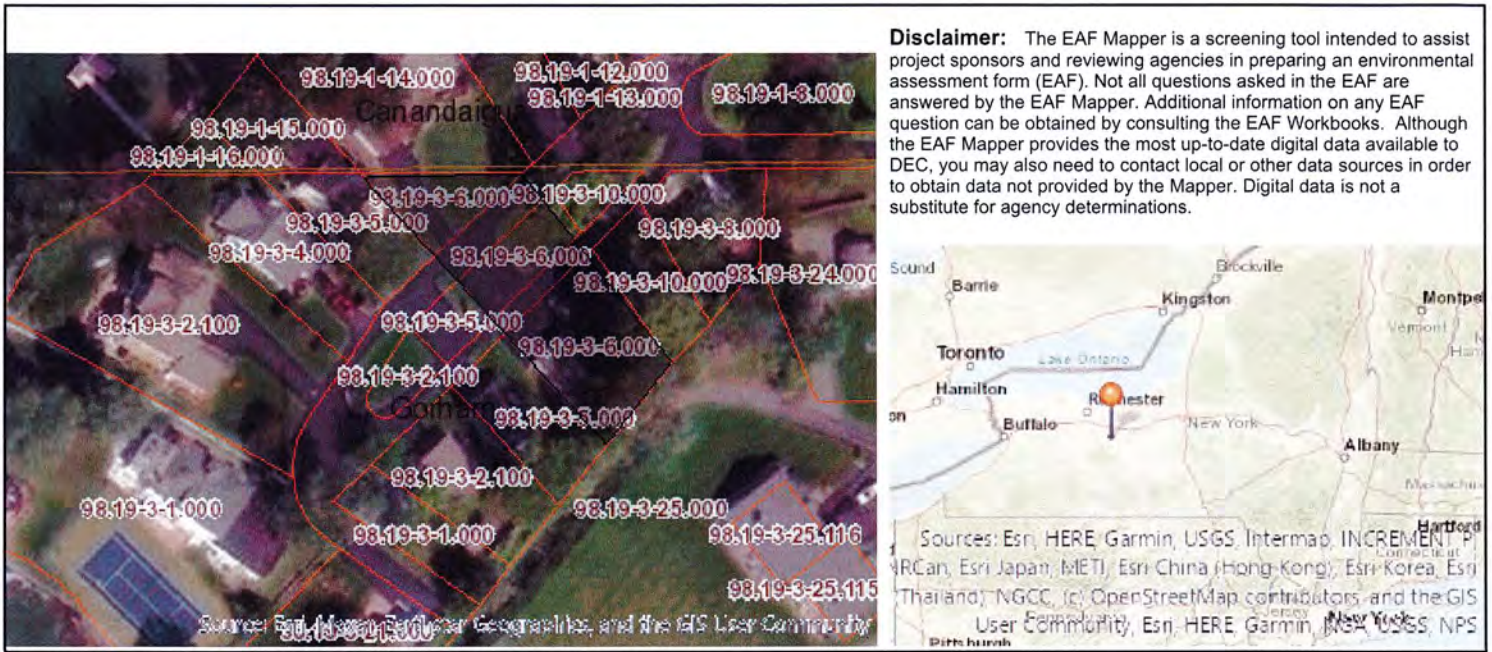
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Tolbert Residence			
Project Location (describe, and attach a location map): Otetiana Point, Gorham, NY 14461, TA# 98.19-3-6.000			
Brief Description of Proposed Action: The proposed development is to demolish an existing garage and rebuild a new two-story structure in its place. The building footprint is 2,063 square feet with development including site and utility improvements. The current property is zoned Residential (R-1).			
Name of Applicant or Sponsor: Tolbert, Mark A.		Telephone: 585-410-3084	
		E-Mail: mtolbert@hotmail.com	
Address: 3596 Otetiana Point			
City/PO: Canandaigua		State: NY	Zip Code: 14424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Gorham ZBA and Planning Board NYSDOH			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.29 acres			
b. Total acreage to be physically disturbed? _____ .12 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.58 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, <ul style="list-style-type: none"> <li>a. A permitted use under the zoning regulations?</li> <li>b. Consistent with the adopted comprehensive plan?</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. <ul style="list-style-type: none"> <li>a. Will the proposed action result in a substantial increase in traffic above present levels?</li> <li>b. Are public transportation services available at or near the site of the proposed action?</li> <li>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. <ul style="list-style-type: none"> <li>a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?</li> <li>b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. <ul style="list-style-type: none"> <li>a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</li> <li>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</li> </ul> If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ Runoff will be directed towards established drainage systems _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: Evan Gefell- Costich Engineering <span style="float: right;">Date: 4/4/2024</span>		
Signature: <u></u> <span style="float: right;">Title: Project Manager</span>		





Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Receipt #: 00002526

Town of Gorham  
P.O. Box 224  
Gorham, NY 14461

---

Date Paid: 4/9/2024

Payer: Costich Engineering  
Payer Address: 217 Lake Ave Rochester

Notes: Site Plan App - Tolbert - Otetiana Point

Fee Type	Amount
Site Plan	\$150.00

---

Payment Type	Amount	Ref #
Check	\$150.00	10026

Amount Paid: \$150.00



217 Lake Avenue  
 Rochester, New York 14608  
 (585) 458-3020  
 www.costich.com

APR 08 2024

# LETTER OF TRANSMITTAL

DATE: 4/5/2024	JOB NO. 9404
ATTENTION:	
REFERENCE: Portion of 3596 Otetiana Point	

To: Town of Gorham Planning Department  
4736 South Street  
Gorham, NY 14461  
 \_\_\_\_\_  
 \_\_\_\_\_

- Mail     PDQ     Pick-up     O-night     Fax

From: Evan R. Gefell, RLA

**THESE ARE BEING TRANSMITTED (AS CHECKED BELOW):**

- |   |  |
|---|--|
| <input type="checkbox"/> As Requested           | <input type="checkbox"/> For Your Records        |
| <input type="checkbox"/> For Your Use           | <input type="checkbox"/> Returned                |
| <input type="checkbox"/> For Approval Signature | <input checked="" type="checkbox"/> For Approval |
| <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> Revised and Resubmitted |
| <input type="checkbox"/> Other: _____           |  |

IN OFFICE USE ONLY	
Printed by: <u>ELO</u>	
PRINTING INSTRUCTIONS	
# of Originals _____	# of Sets/Copies _____
Size <input type="checkbox"/> 34x44 <input checked="" type="checkbox"/> 24x36 <input type="checkbox"/> 22x34	
<input type="checkbox"/> 17x22 <input type="checkbox"/> 11x17 <input checked="" type="checkbox"/> 8½ x11	
<input type="checkbox"/> Bind <input type="checkbox"/> Fold <input type="checkbox"/> Roll <input type="checkbox"/> Bond <input type="checkbox"/> Mylar	
SPECIAL INSTRUCTIONS: _____	

COPIES	DATE	DWG. NO.	DESCRIPTION	LAST REV.
10			Civil Plans (4 sheets @ 24x36")	
10			Engineer's Report (1 sheet @ letter size)	
10			Planning Board Application (2 sheets @ letter size)	
10			Short EAF (4 sheets @ letter size)	
10			Architectural Plans (3 sheets @ 24x36")	
1			<b>\$150 FEE (CHECK)</b>	

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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COPY TO \_\_\_\_\_  
 \_\_\_\_\_









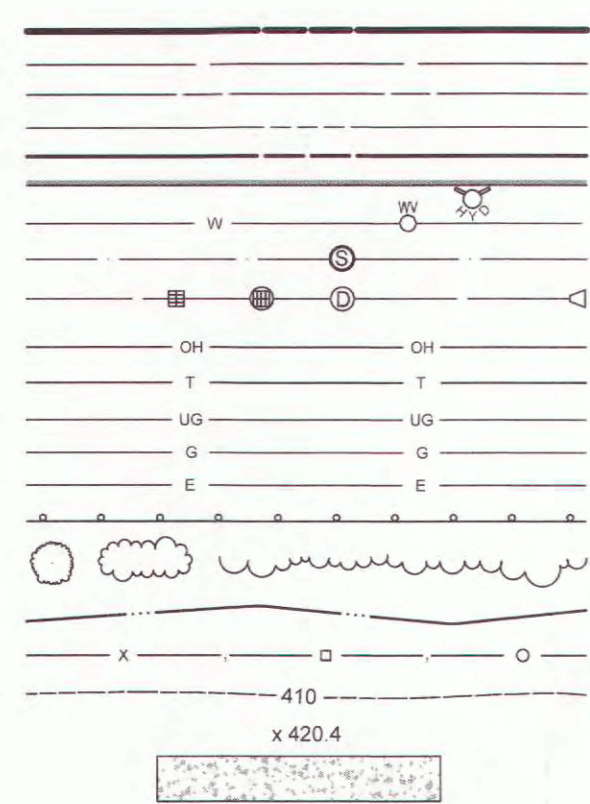




**SYMBOL LEGEND**

- ① DRAINAGE MANHOLE
- ⊙ MANHOLE
- ⊙ SANITARY MANHOLE
- CLEAN OUT
- WATER VALVE
- HYDRANT
- WATER METER
- CABLE TV PEDESTAL
- UTILITY POLE
- GUY WIRE
- PULL BOX
- ⊙ ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- LAMP POST
- LIGHT POLE
- TREE DECIDUOUS
- TREE CONIFEROUS
- BUSH

**LINE LEGEND**



**UTILITY INFORMATION**

UTILITY INFORMATION PER UFPO DESIGN TICKET # 03194-001-956-00  
DATED MARCH 19, 2024

- |   |                               |
|---|-------------------------------|
| 1. CANANDAIGUA FARMINGTON WTR & SWR DISTRICTS | 585-824-3158 (NO RESPONSE)    |
| 2. CANANDAIGUA LAKE COUNTY SEWER DISTRICT     | 315-759-3254 (NO RESPONSE)    |
| 3. CHARTER COM NORTHEAST WESTERN NY           | 317-575-7800 X2 (NO RESPONSE) |
| 4. FRONTIER TELEPHONE OF ROCHESTER            | 585-777-8523 (NO RESPONSE)    |
| 5. NYSEG GENEVA ELECTRIC                      | 585-484-4227 (NO RESPONSE)    |
| 6. NYSEG GENEVA GAS                           | 585-484-4227 (NO RESPONSE)    |
| 7. ROCHESTER GAS AND ELECTRIC EAST ELECTRIC   | 585-694-5999 (NO CONFLICT)    |
| 8. TOWN OF CANANDAIGUA                        | 585-394-3300 (NO RESPONSE)    |
| 9. TOWN OF GORHAM                             | 585-394-1580 (NO RESPONSE)    |
| 10. VILLAGE OF NEWARK                         | 315-952-0529 (NO RESPONSE)    |
| 11. VILLAGE OF PALMYRA                        | 315-597-4807 (NO RESPONSE)    |

**SITE DATA**

TOWN OF GORHAM

- |   |                   |
|---|-------------------|
| 1. EXISTING ZONING                                | R-1 (RESIDENTIAL) |
| 2. BULK REQUIREMENTS (WITH PUBLIC SEWER)          | REQUIRED          |
| MIN. LOT AREA (SF)                                | 15,000            |
| MAX LOT COVERAGE                                  | 30%               |
| MIN. LOT WIDTH (FT)                               | 100               |
| MAX. BUILDING HEIGHT (FT)                         | 35                |
| MIN. FRONT YARD SETBACK (FT)                      | 35                |
| MIN. SIDE YARD SETBACK (FT) (PRINCIPAL BUILDINGS) | 15                |
| MIN. SIDE YARD SETBACK (FT) (ACCESSORY BUILDINGS) | 10                |
| MIN. REAR YARD SETBACK (FT) (PRINCIPAL BUILDINGS) | 30                |
| MIN. REAR YARD SETBACK (FT) (ACCESSORY BUILDINGS) | 10                |

**REFERENCES**

- MAP ENTITLED "SHOWING LANDS AT 3596 OTEETIANA POINT" CREATED BY YEARS BOUNDARY LAND SURVEYING SERVICES HAVING JOB NO. YB3895 DATED 4/23/2014
- MAP ENTITLED "TOLBERT RESIDENCE" CREATED BY PARDI PARTNERSHIP ARCHITECTS P.C. HAVING PROJECT NO. 230061 DATED 1/16/2024
- MAP ENTITLED "3596 EAST LAKE ROAD" PREPARED BY PARONE & ASSOCIATES, P.C. HAVING JOB NO. 4306 DATED 7/16/1996

**SURVEY NOTES**

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED.
- NO BOUNDARY OR SEARCH OF DEEDS WERE PERFORMED. APPROXIMATE BOUNDARY AS SHOWN IS PER TOWN OF GORHAM & CANANDAIGUA TAX MAPS AND FIELD EVIDENCE OF PROPERTY CORNERS.
- TOPOGRAPHY SHOWN FROM A FIELD SURVEY BY COSTICH ENGINEERING ON 3/15/2024. HORIZONTAL AND VERTICAL DATA OBTAINED THROUGH NYS DOT CORRS NETWORK REFERENCED TO THE FOLLOWING MONUMENT

WATERLOO CORRS STATION  
-LATITUDE: 42-53-55.22728 (N) NAD 83 (CORRS)  
-LONGITUDE: 076-51-07.30237 (W)  
-ELLIP HEIGHT: 109.959 METERS NAVD 88 (CORRS)



**LOCATION SKETCH**  
SCALE: 1"=300'



APR 08 2024

**CERTIFICATION**

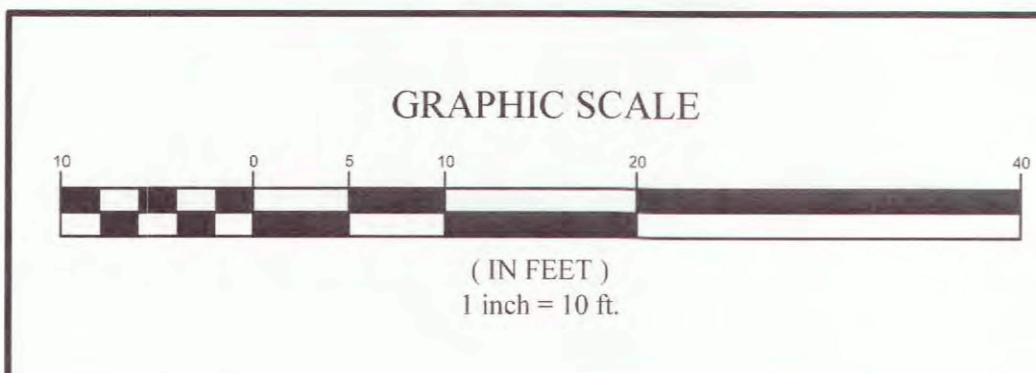
WE, COSTICH ENGINEERING, D.P.C., HEREBY CERTIFY TO

THAT THIS MAP WAS PREPARED FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED ON 03/15/2024 AND FROM THE REFERENCE(S) LISTED HEREON. NO SEARCH OF RECORDS OTHER THAN THOSE REFERENCED WAS MADE FOR EASEMENTS OR ENCUMBRANCES AFFECTING THIS PARCEL.

By: Daniel T. Hickok, N.Y.S. L.S. No. 050449 Date:

**FLOOD NOTE:**  
By graphic posting only, this property is in Zone C<sub>1</sub> of the Flood Insurance Rate Map, Community Panel No. 3605980020C & No. 3606010001C, which bears an effective date of March 3 1997 & December 5 1996. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

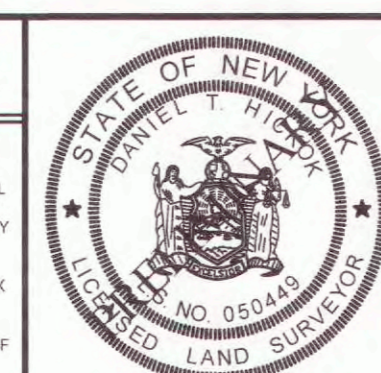
EXISTING UTILITIES (LOCATION, SIZES AND INVERTS) SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES AND STRUCTURES IN THE PATH OF, OR CLOSELY PARALLEL TO OR UNDER, THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES OCCURRING AS A RESULT OF INCORRECTLY LOCATED UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN AMPLE TIME FOR THEM TO LOCATE AND MARK THEIR FACILITIES. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND UTILITY LOCATION SERVICE AT LEAST 48 HOURS IN ADVANCE OF COMMENCING ANY WORK.



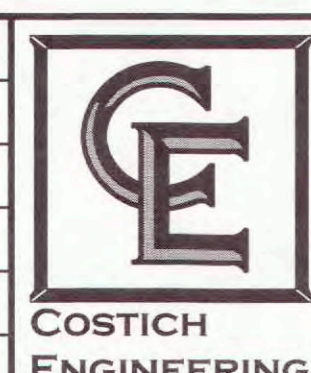
NO.	DATE	REVISION	BY	CHKD.	APVLS.

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PROJECT MANAGER  
E.R.G.  
DRAWN BY  
T.F.R.  
BOUNDARY  
T.F.R.  
TOPGRAPH  
G.L.R.  
DATE  
03/19/2024  
SCALE  
1"=10'

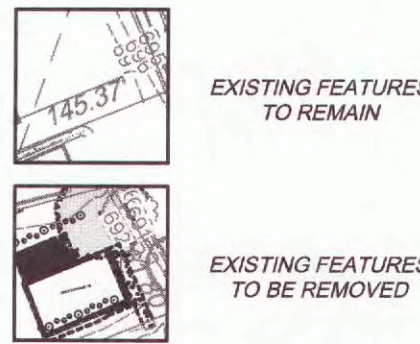


- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

TITLE OF PROJECT	OTEETIANA POINT		
TITLE OF DRAWING	EXISTING FEATURES MAP		
LOCATION OF PROJECT	PORTION OF TAX PARCEL NO'S 98, 19, 3, 6, 000 & 98, 19, 1, 14, 000 TOWN OF GORHAM & TOWN OF CANANDAIGUA COUNTY OF ONTARIO, STATE OF NEW YORK		
CLIENT	MARK TOLBERT 3596 OTEETIANA POINT CANANDAIGUA, NY 14424	FIG. #	9404
			VE100 SHEET 1 OF 1



**LEGEND**



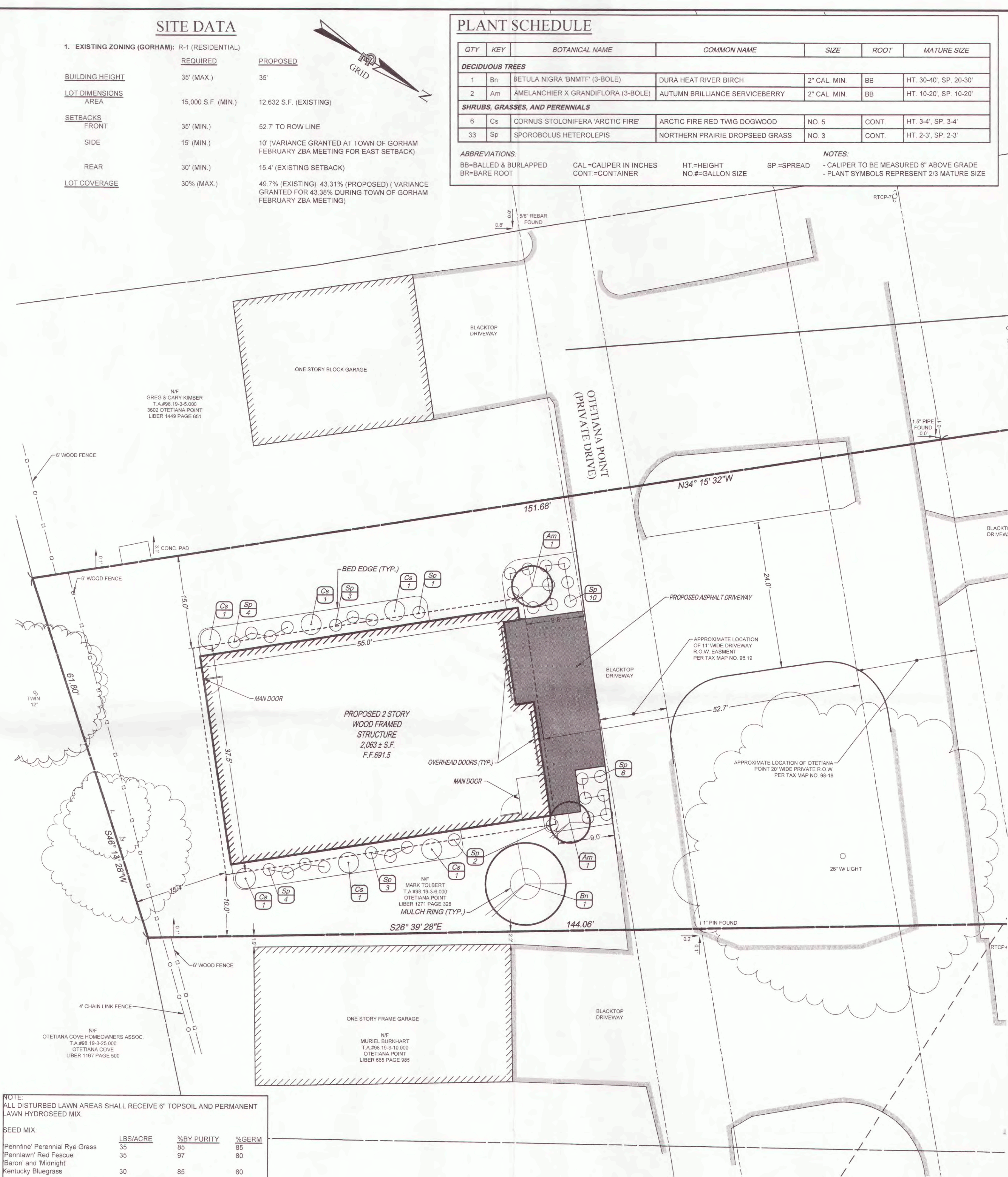
**SITE DATA**

	REQUIRED	PROPOSED
<b>1. EXISTING ZONING (GORHAM):</b> R-1 (RESIDENTIAL)		
<b>BUILDING HEIGHT</b>	35' (MAX.)	35'
<b>LOT DIMENSIONS AREA</b>	15,000 S.F. (MIN.)	12,832 S.F. (EXISTING)
<b>SETBACKS</b>		
FRONT	35' (MIN.)	52.7' TO ROW LINE
SIDE	15' (MIN.)	10' (VARIANCE GRANTED AT TOWN OF GORHAM FEBRUARY ZBA MEETING FOR EAST SETBACK)
REAR	30' (MIN.)	15.4' (EXISTING SETBACK)
<b>LOT COVERAGE</b>	30% (MAX.)	49.7% (EXISTING) 43.31% (PROPOSED) ( VARIANCE GRANTED FOR 43.38% DURING TOWN OF GORHAM FEBRUARY ZBA MEETING)

**PLANT SCHEDULE**

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	MATURE SIZE
<b>DECIDUOUS TREES</b>						
1	Bn	BETULA NIGRA 'NM7T' (3-BOLE)	DURA HEAT RIVER BIRCH	2" CAL. MIN	BB	HT. 30-40', SP. 20-30'
2	Am	AMELANCHIER X GRANDIFLORA (3-BOLE)	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL. MIN	BB	HT. 10-20', SP. 10-20'
<b>SHRUBS, GRASSES, AND PERENNIALS</b>						
6	Cs	CDRNIUS STOLONIFERA 'ARCTIC FIRE'	ARCTIC FIRE RED TWIG DOGWOOD	NO. 5	CONT.	HT. 3-4', SP. 3-4'
33	Sp	SPOROBOLUS HETEROLEPIS	NORTHERN PRAIRIE DROPSSEED GRASS	NO. 3	CONT.	HT. 2-3', SP. 2-3'

**ABBREVIATIONS:**  
 BB=BALLED & BURLAPPED  
 BR=BARE ROOT  
 CAL=CALIPER IN INCHES  
 CONT=CONTAINER  
 HT=HEIGHT  
 NO.=GALLON SIZE  
 SP=SPREAD  
**NOTES:**  
 - CALIPER TO BE MEASURED 6" ABOVE GRADE  
 - PLANT SYMBOLS REPRESENT 2/3 MATURE SIZE

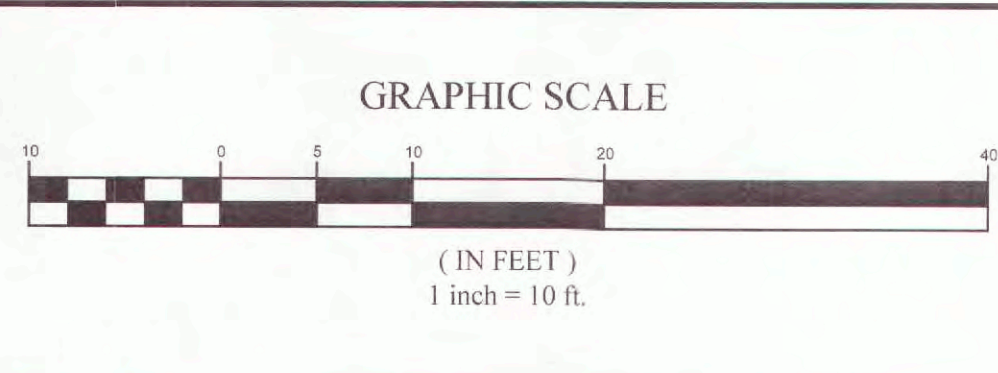


**EXISTING CONDITIONS AND DEMOLITION PLAN**

**SITE & LANDSCAPE PLAN**

**FLOOD NOTE:**  
 By graphic plotting only, this property is in Zone C<sub>1</sub> of the Flood Insurance Rate Map, Community Panel No. 3605980020C & No. 3605010001C, which bears an effective date of March 3 1997 & December 5 1996. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

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NO.	DATE	REVISION	BY	CHKD.	APVLS.

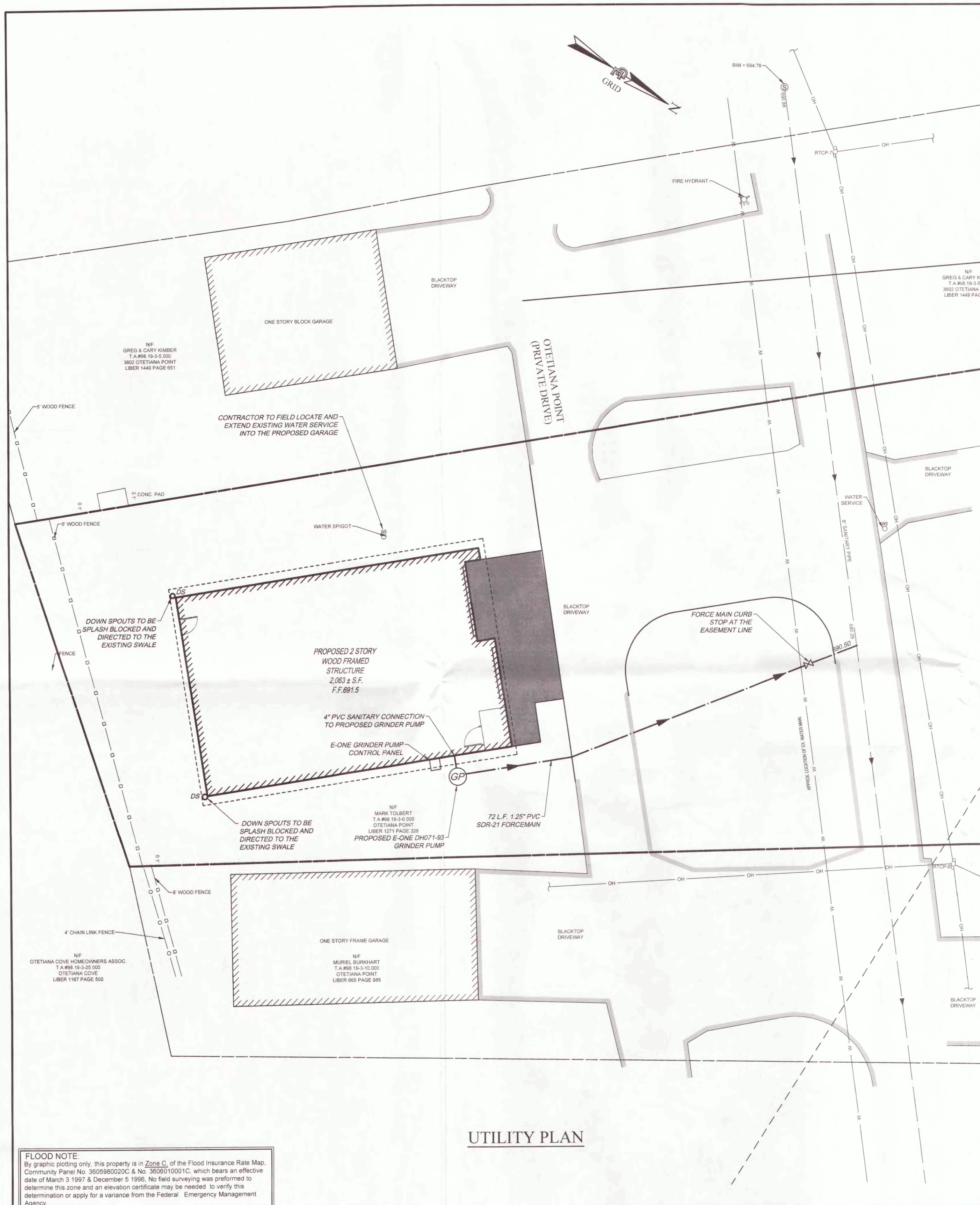
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PROJECT MANAGER: E.R.G.  
 DRAWN BY: W.T.A.  
 BOUNDARY: T.F.R.  
 TOPOBASE: G.L.R.  
 DATE: 04/04/2024  
 SCALE: 1"=10'

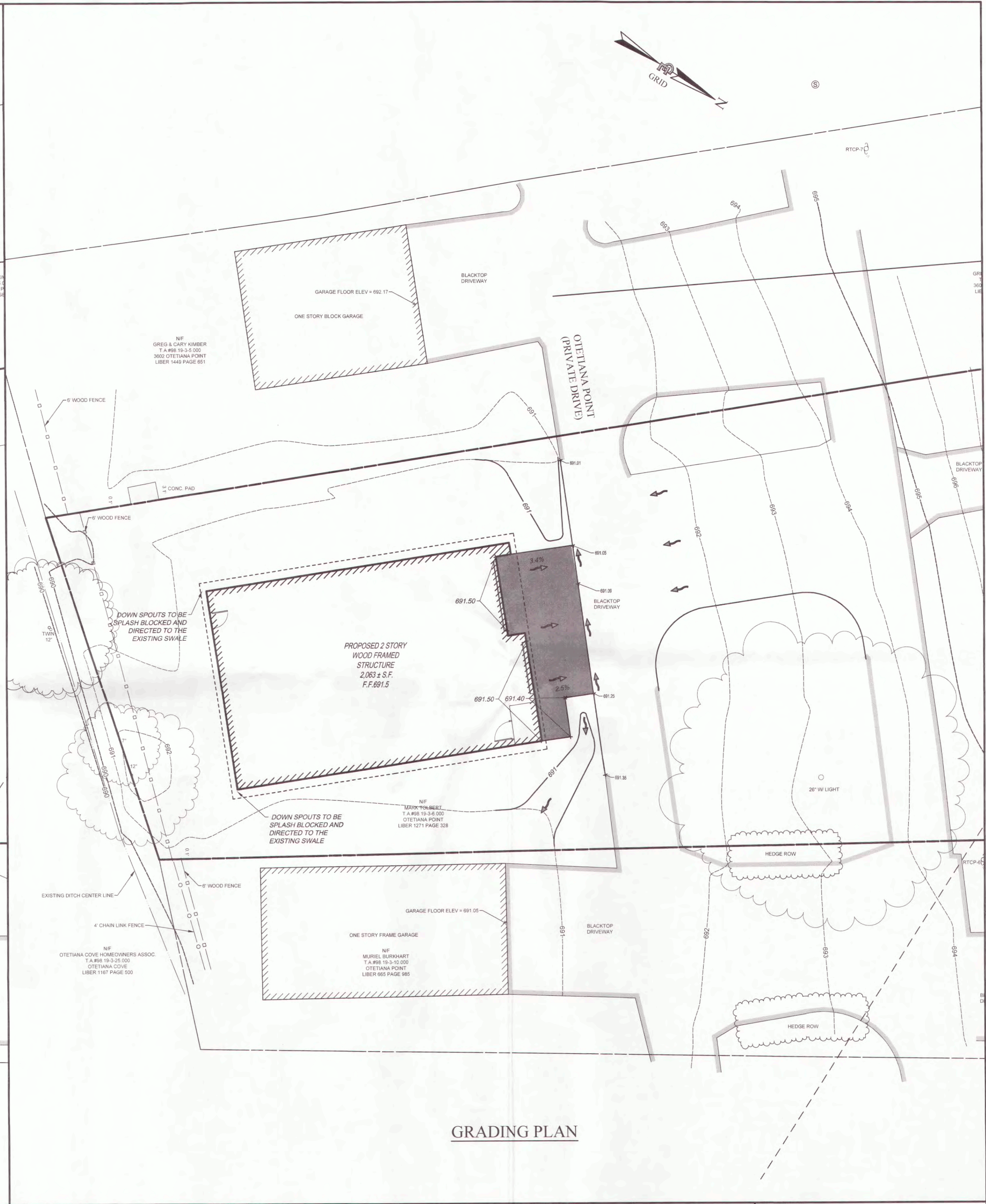
**COSTICH ENGINEERING**  
 217 LAKE AVENUE E  
 ROCHESTER, NY 14608  
 (585) 458-3020

**OTETIANA POINT**  
**DEMOLITION, SITE & LANDSCAPE PLAN**  
 LOCATION OF PROJECT: PORTION OF TAX PARCEL NO. S 98.19-34.000 & 98.19-34.000 TOWN OF GORHAM & TOWN OF CANANDAIGUA COUNTY OF ONTARIO, STATE OF NEW YORK  
 CLIENT: MARK TOLBERT 3596 OTETIANA POINT CANANDAIGUA, NY 14424  
 DWG # 9404  
**CA 100**  
 SHEET 2 OF 4





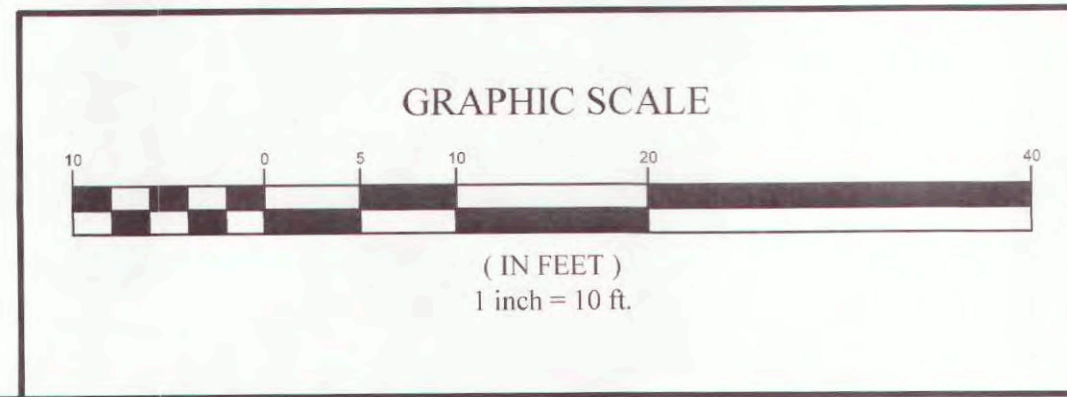
UTILITY PLAN



GRADING PLAN

**FLOOD NOTE:**  
 By graphic plotting only, this property is in Zone C of the Flood Insurance Rate Map, Community Panel No. 360598020C & No. 3605010001C, which bears an effective date of March 3, 1997 & December 5, 1999. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

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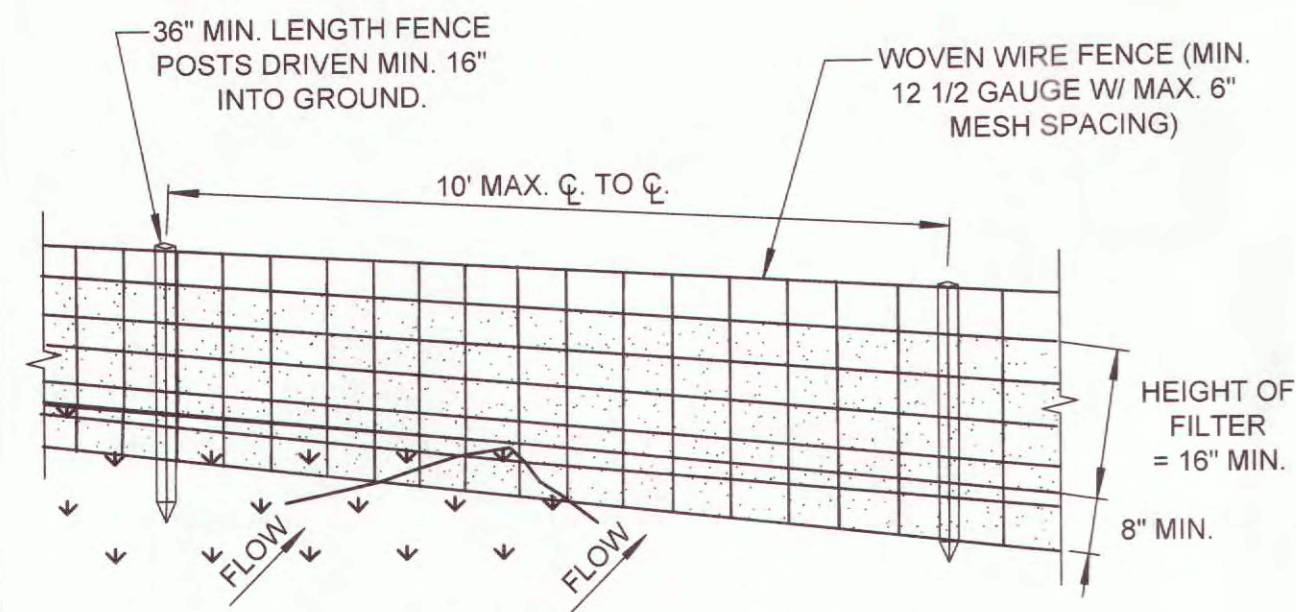
PROJECT MANAGER: E.R.G.  
 DRAWN BY: W.T.A.  
 BOUNDARY: T.F.R.  
 TOPOBASE: G.L.R.  
 DATE: 04/04/2024  
 SCALE: 1"=10'

**COSTICH ENGINEERING**  
 217 LAKE AVENUE  
 ROCHESTER, NY 14608  
 (585) 458-3020

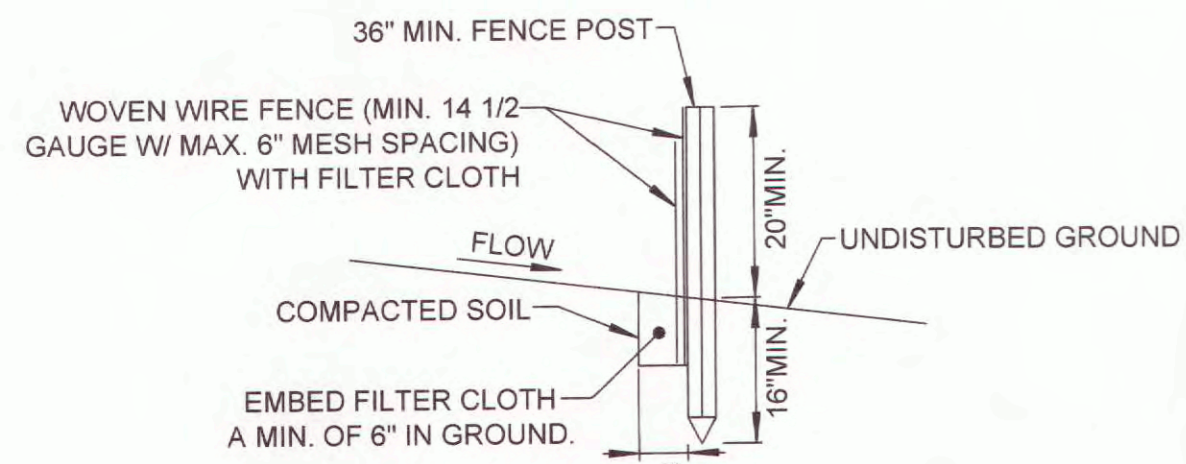
TITLE OF PROJECT: OTETIANA POINT  
 TITLE OF DRAWING: UTILITY AND GRADING PLAN  
 LOCATION OF PROJECT: PORTION OF TAX PARCEL NO'S 98.19-3-6.000 & 98.19-1-14.000 TOWN OF GORHAM & TOWN OF CANANDAIGUA COUNTY OF ONTARIO, STATE OF NEW YORK.  
 CLIENT: MARK TOLBERT  
 3596 OTETIANA POINT  
 CANANDAIGUA, NY 14424  
 DWG # 9404  
 CA110  
 SHEET 3 OF 4







PERSPECTIVE VIEW



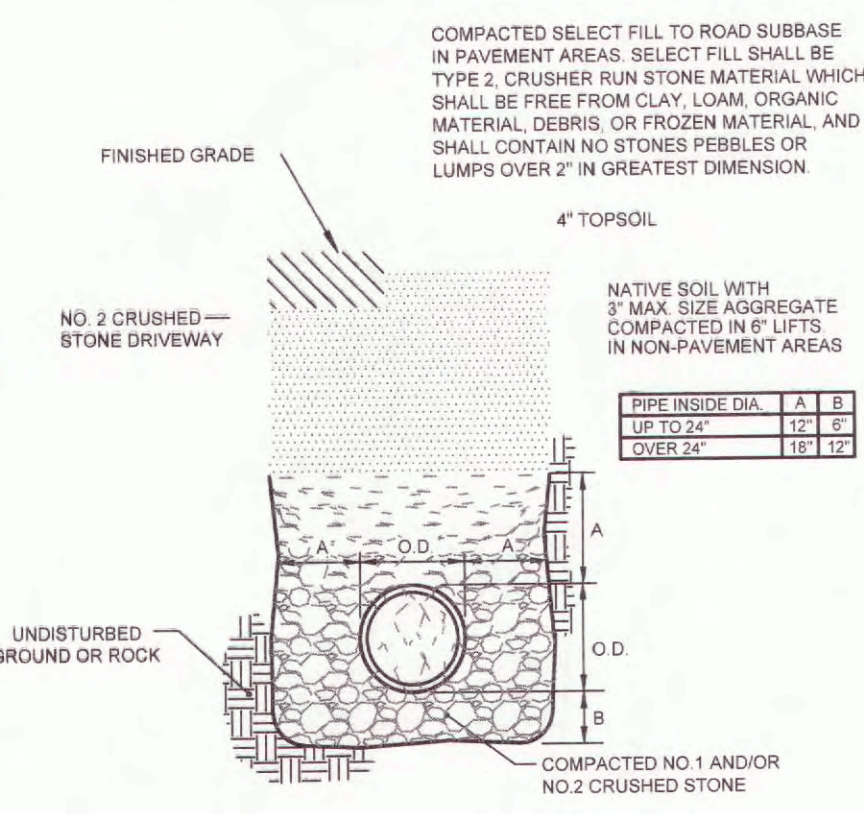
SECTION VIEW

CONSTRUCTION SPECIFICATIONS

- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12 1/2 GAUGE, 6" MAXIMUM MESH OPENING.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.
- PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUIVALENT.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR 50% OF THE HEIGHT OF THE SILT FENCE IS COVERED.

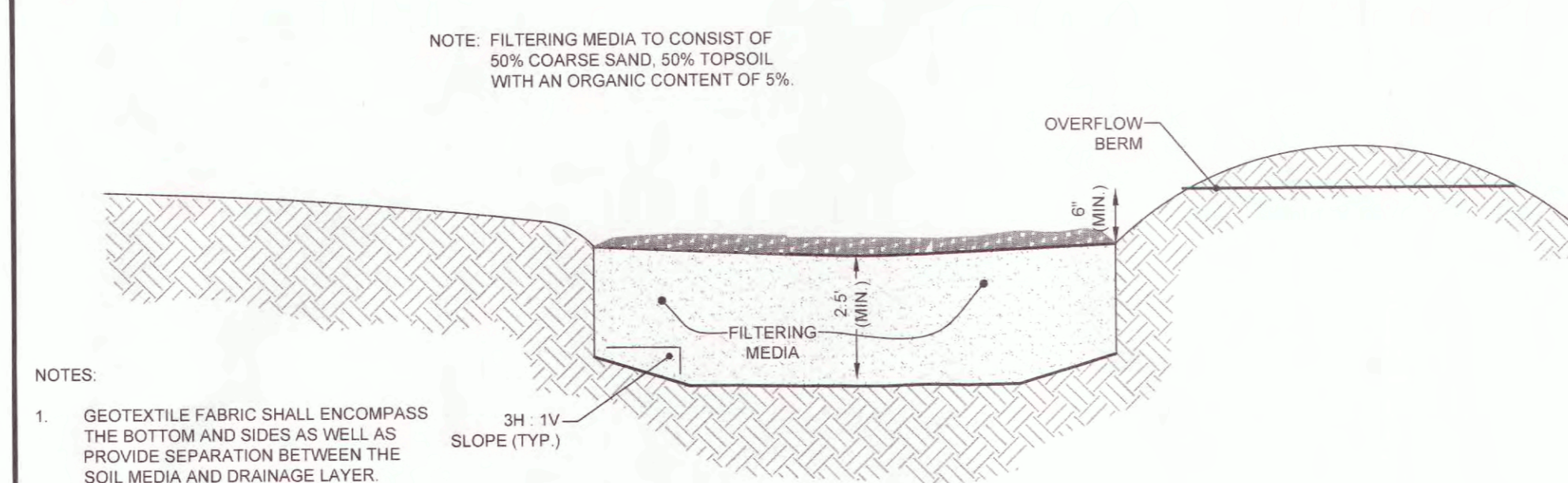
SILT FENCE  
DETAIL

NOT TO SCALE



UTILITY BEDDING DETAIL

NOT TO SCALE

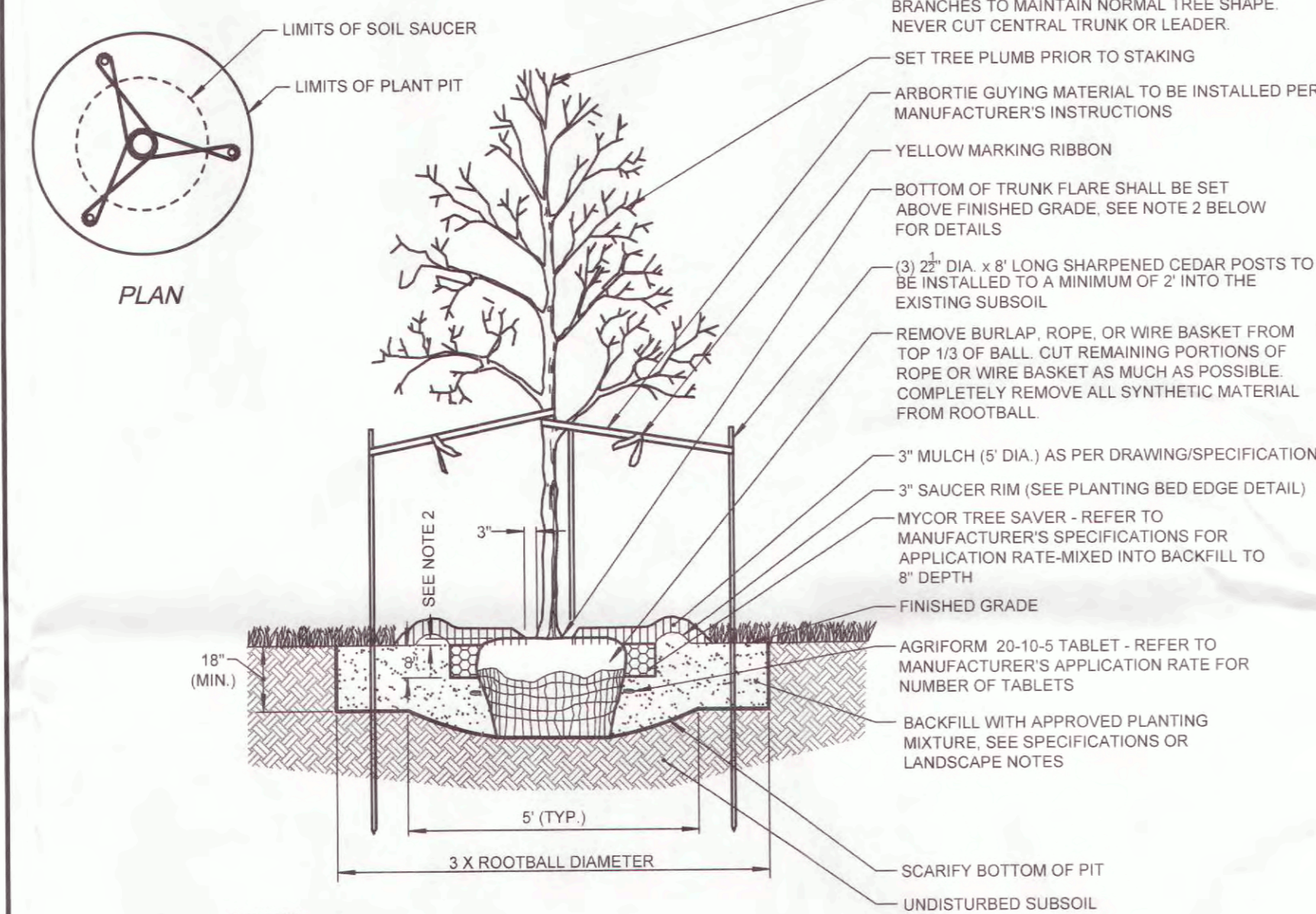


TYPICAL RAIN GARDEN

NOT TO SCALE

NOTES:

- GEOTEXTILE FABRIC SHALL ENCOMPASS THE BOTTOM AND SIDES AS WELL AS PROVIDE SEPARATION BETWEEN THE SOIL MEDIA AND DRAINAGE LAYER.
- REFER TO NYSDOT BIORETENTION AND DRY SWALE SOIL SPECIFICATION FOR BIORETENTION SOIL MATERIAL. ITEM NUMBER 208.01.
- PRIOR TO CONSTRUCTION AT LEAST ONE TEST PIT SHOULD BE DUG ADJACENT TO THE BIORETENTION AREAS OF AT LEAST 2' BELOW THE DEEPEST PORTION OF THE BIORETENTION AREAS. IF THE SEASONABLY HIGH GROUNDWATER ELEVATION IS FOUND TO BE WITHIN 2' OF THE BOTTOM OF THE BIORETENTION AREAS, THE BIORETENTION AREAS WILL REQUIRE IMPERMEABLE LINERS.

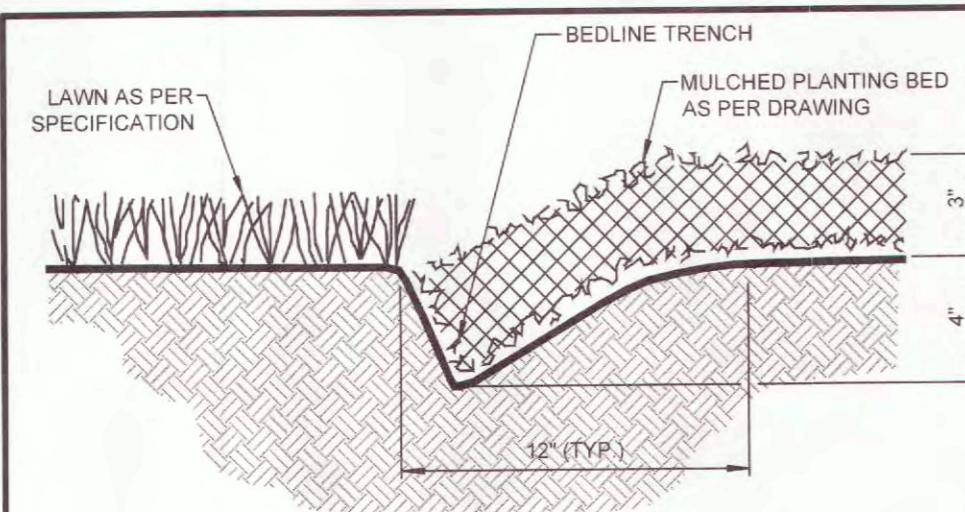


DECIDUOUS TREE PLANTING LESS THAN 4" CAL. DETAIL

NOT TO SCALE

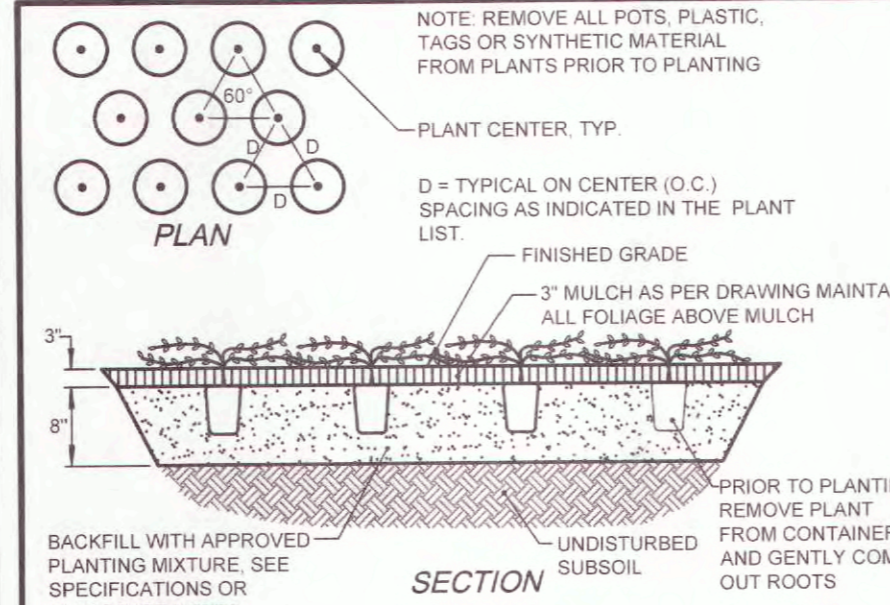
NOTES:

- MAINTAIN A 3" MINIMUM RADIUS CLEAR OF MULCH AROUND THE TRUNK.
- THE DISTANCE BETWEEN THE BOTTOM OF THE TRUNK FLARE AND THE FINISHED GRADE SHALL BE AS FOLLOWS:  
FOR SANDY OR LOAMY SOILS: 1"  
FOR CLAY OR POORLY DRAINED SOILS: 3"  
THE CONTRACTOR SHALL REVIEW THE APPROPRIATE PLANTING DEPTH WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- WHEN TAGGING TREES AT THE NURSERY, MARK THE NORTH SIDE OF THE TREE IN THE FIELD AND WHEN INSTALLING, ROTATE TREE TO FACE NORTH WHENEVER POSSIBLE.
- IF BARE ROOT PLANT MATERIAL IS SPECIFIED IN THE PLANT SCHEDULE, SEE LANDSCAPE NOTES ON SHEET LA100 FOR ADDITIONAL INFORMATION.



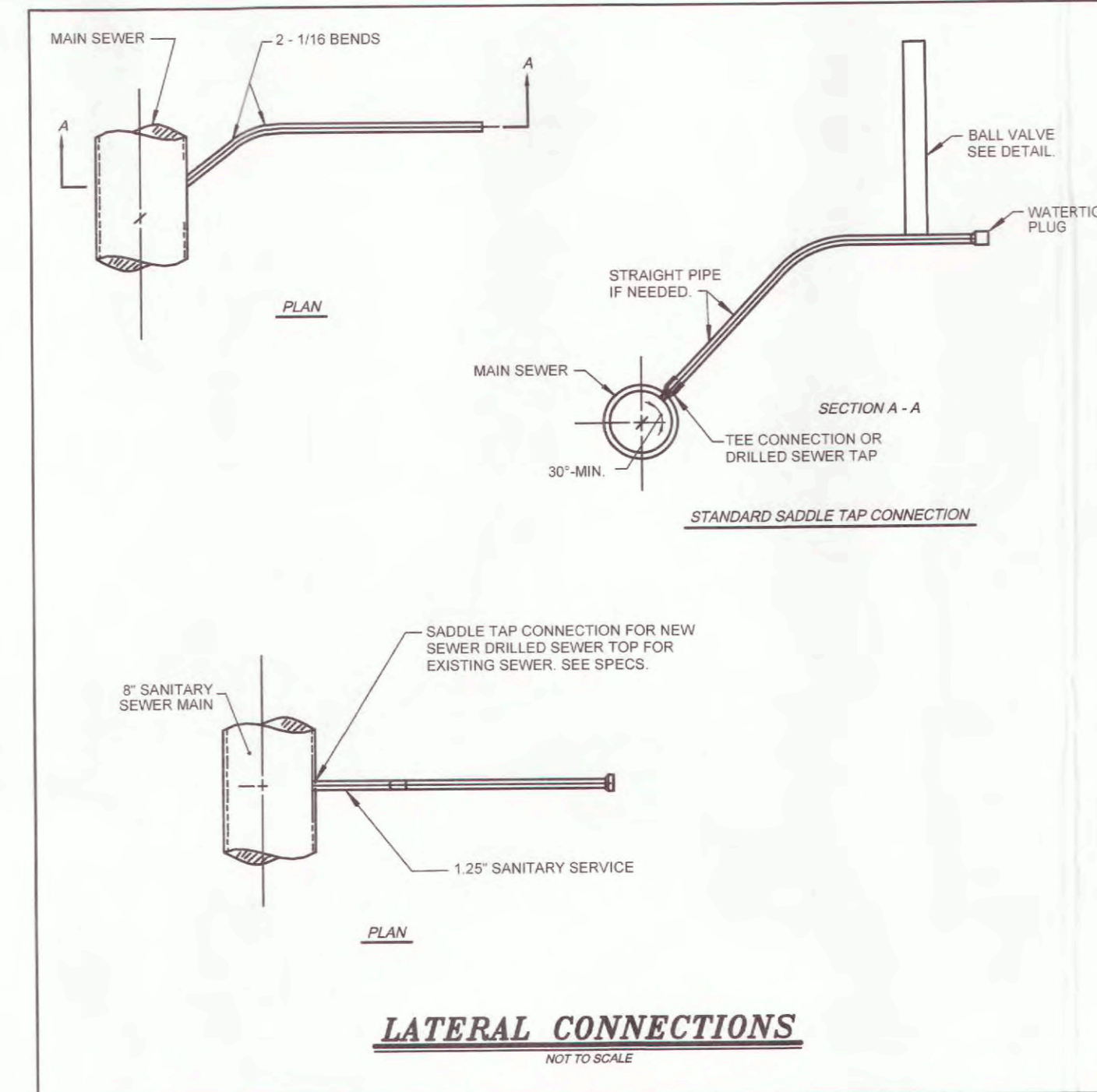
PLANTING BED EDGE  
TREATMENT DETAIL

NOT TO SCALE



GROUNDCOVER /  
PERENNIAL / BULB PLANTING DETAIL

NOT TO SCALE

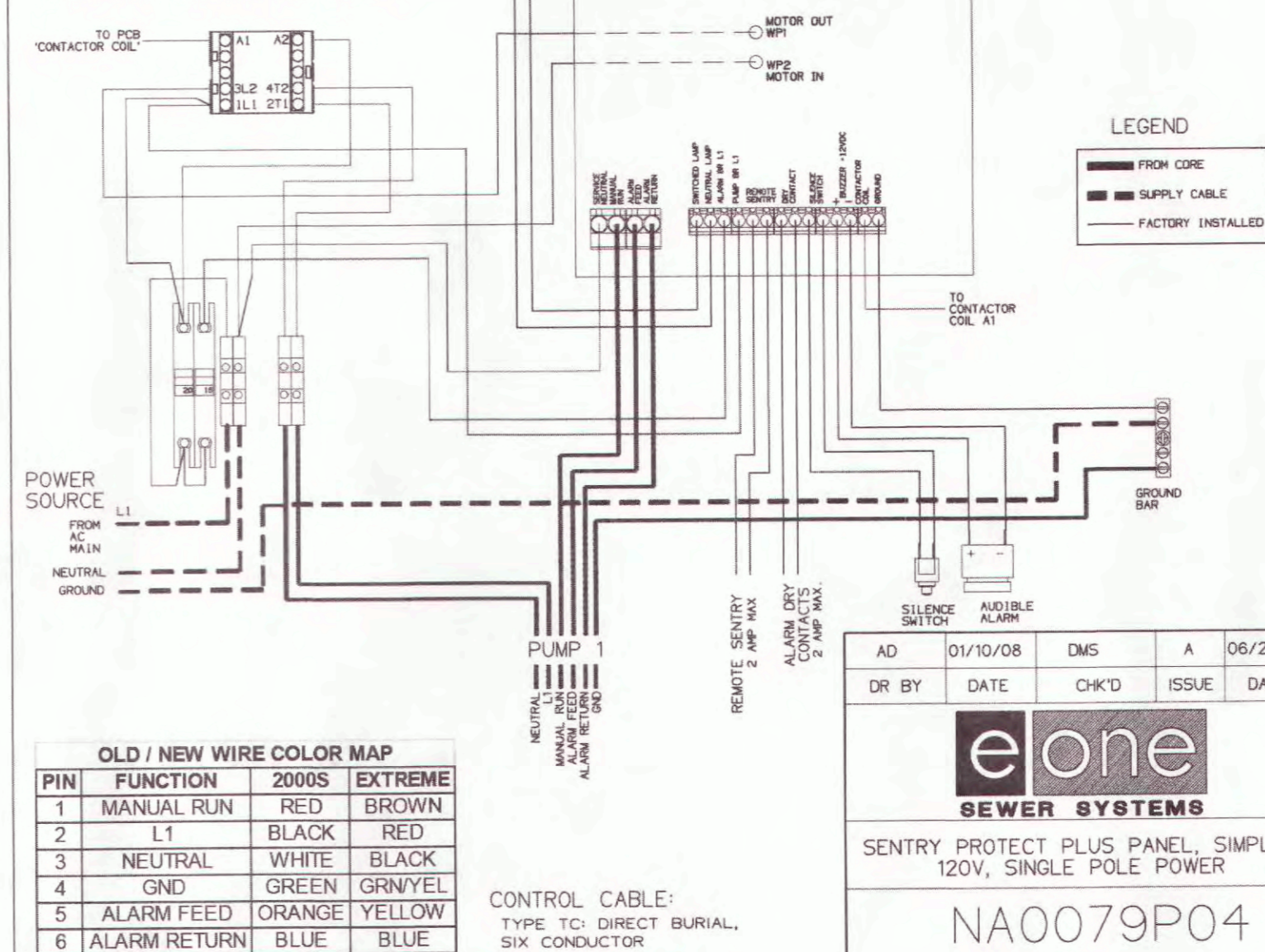


LATERAL CONNECTIONS

NOT TO SCALE

SENTRY PROTECT PLUS  
SIMPLEX

REDUNDANT RUN (HIGH LEVEL)  
EXTERNAL VISUAL & AUDIBLE ALARM  
REMOTE SENTRY DRY CONTACTS FOR  
OPTIONAL POWER LOSS HIGH LEVEL  
ALARM (POWER LOSS ALARM FOR WIRELESS)  
MANUAL ALARM SILENCE  
MANUAL RUN  
STATUS LED'S: NORMAL, PUMP RUNNING, HIGH LEVEL  
TROUBLE INDICATIONS: RUN DRY, OVERPRESSURE, BROWNOUT,  
VOLTAGE, EXTENDED RUN TIME  
DRY CONTACTS  
CONFORMAL COATED CIRCUIT BOARD (BOTH SIDES)  
PADLOCK  
DEAD FRONT  
PREDICTIVE ALARMS  
REAL TIME PUMP PERFORMANCE  
ADJUSTABLE ALARM DELAY  
ADJUSTABLE RUN TIME DELAY  
HOUR/CYCLE COUNTER  
NEMA 4X ENCLOSURE ASSEMBLY  
ENCLOSURE:  
CORROSION PROOF THERMOPLASTIC  
POLYESTER APPROVED BY UL FOR  
ELECTRICAL CONTROL ENCLOSURE



AD	01/10/08	DMS	A	06/23/11
DR BY	DATE	CHK'D	ISSUE	DATE

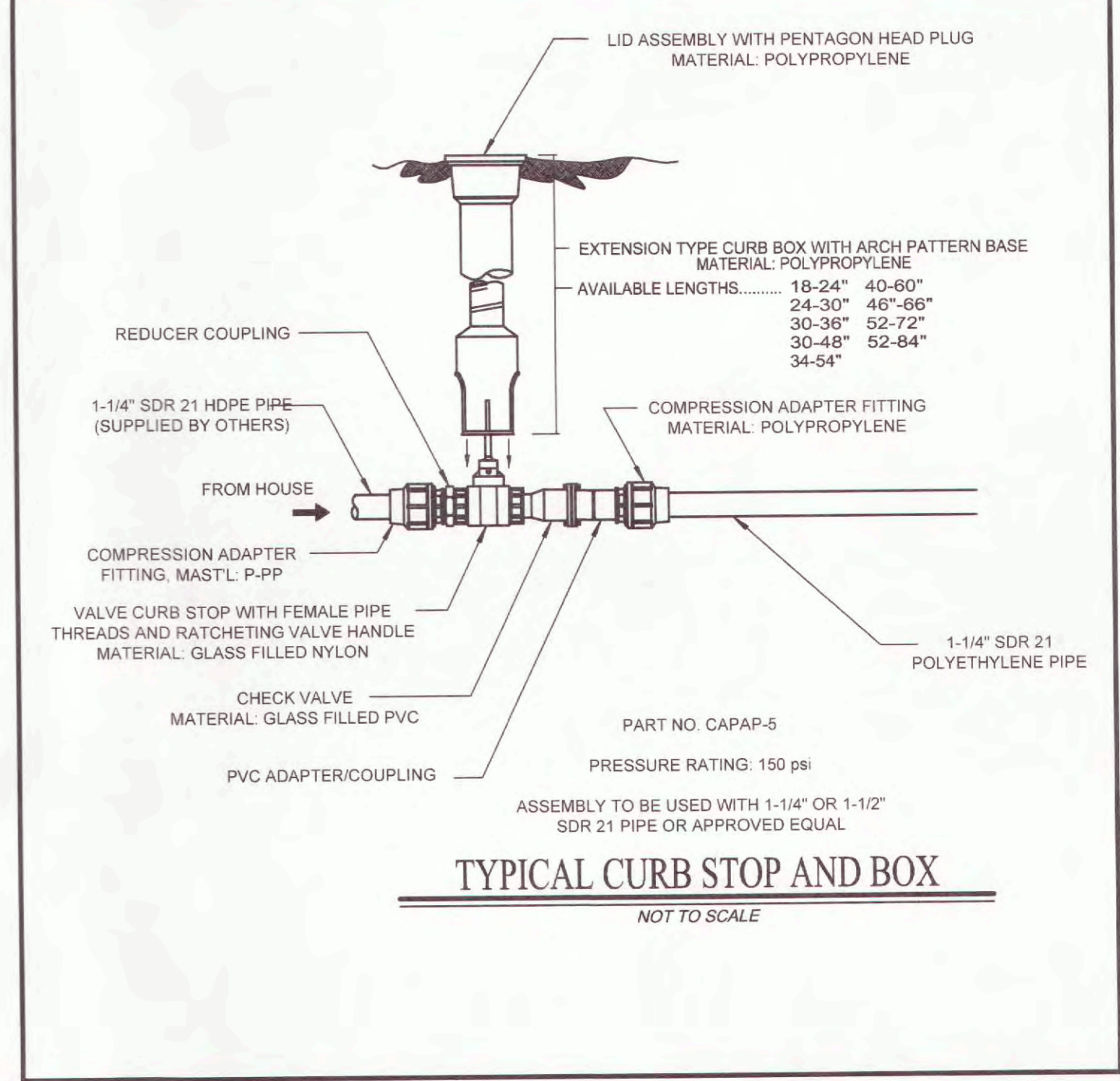


SENTRY PROTECT PLUS PANEL, SIMPLEX  
120V, SINGLE POLE POWER

NA0079P04

PIN	FUNCTION	2000S	EXTREME
1	MANUAL RUN	RED	BROWN
2	LT	BLACK	RED
3	NEUTRAL	WHITE	BLACK
4	GND	GREEN	GRN/YEL
5	ALARM FEED	ORANGE	YELLOW
6	ALARM RETURN	BLUE	BLUE

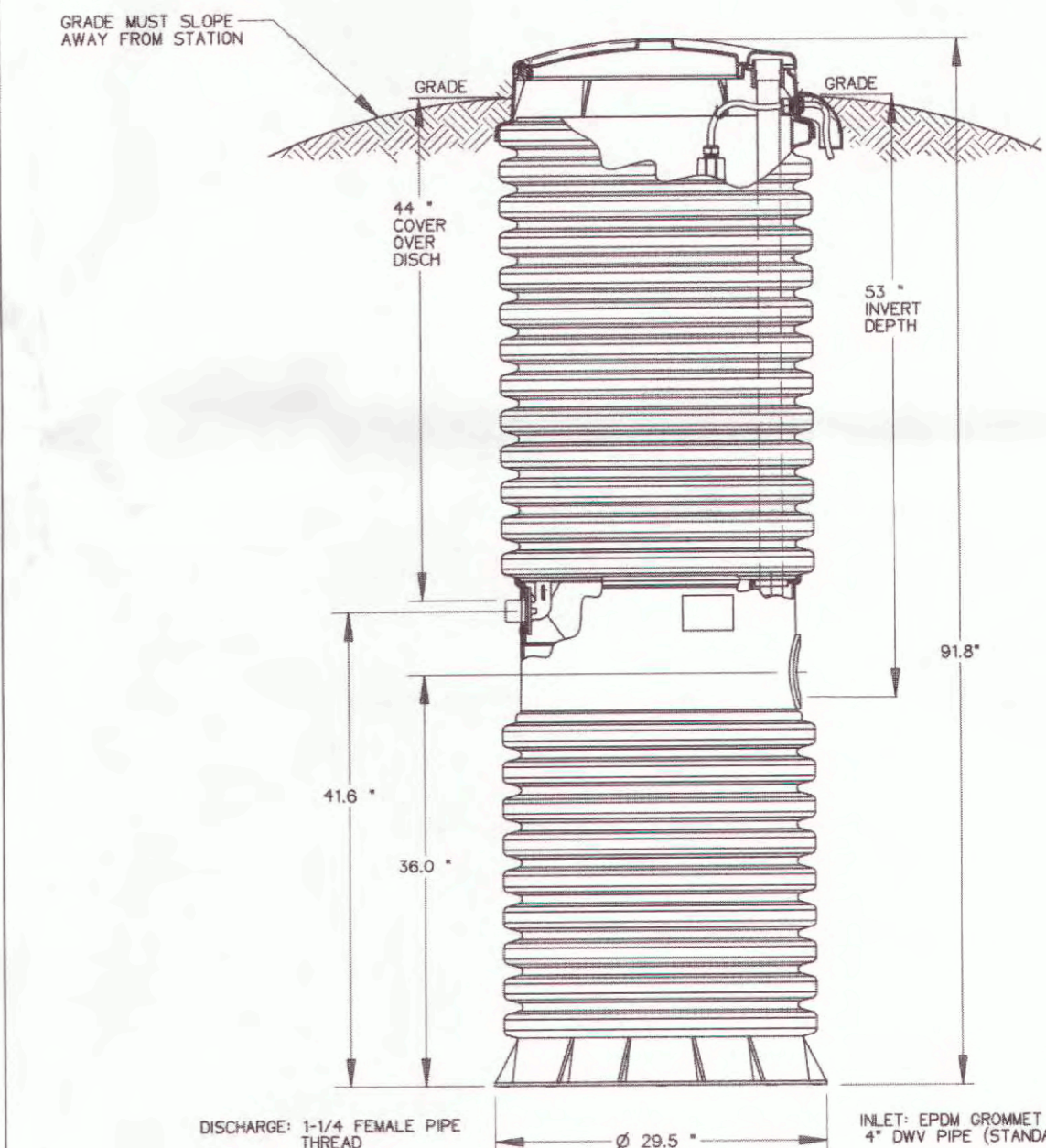
CONTROL CABLE:  
TYPE: T.C. DIRECT BURIAL,  
SIX CONDUCTOR



TYPICAL CURB STOP AND BOX

NOT TO SCALE

OPTIONS:  DH071-93 (HARD WIRED LEVEL CONTROLS)  
 DR071-93 (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED  
SEE INSTALLATION INSTRUCTIONS  
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY



AD	CAH	07/12/07	B	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL DH071-93 / DR071-93

NA0050P06

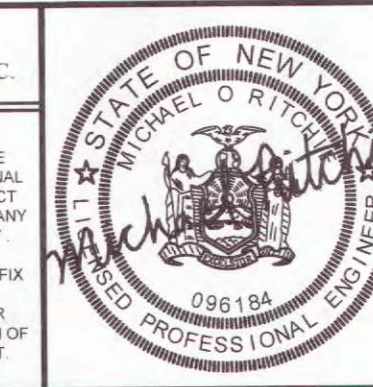


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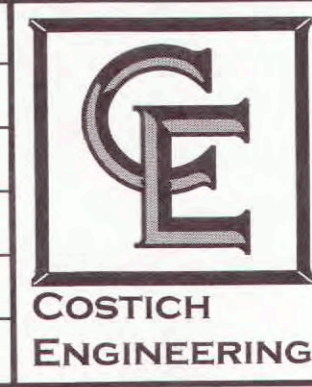
NO.	DATE	REVISION	BY	CHK'D	APV'S

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TOPOGRAPHY  
G.L.R.  
DATE  
04/04/2024  
SCALE  
1"=10'



• CIVIL ENGINEERING  
• LAND SURVEYING  
• LANDSCAPE ARCHITECTURE

TITLE OF PROJECT  
OTETIANA POINT  
TITLE OF DRAWING  
DETAILS  
LOCATION OF PROJECT  
PORTION OF TAX PARCEL NO'S 98 10-34-000 & 98 10-1-14-000  
TOWN OF GORHAM & TOWN OF CANANDAIGUA  
COUNTY OF ONTARIO, STATE OF NEW YORK  
CLIENT  
MARK TOLBERT  
3596 OTETIANA POINT  
CANANDAIGUA, NY 14424  
DWG # 9404  
CA500  
SHEET 4 OF 4