

**Canandaigua Town Board
Meeting Agenda
September 18, 2017
6:00pm**

- Call To Order and Pledge of Allegiance
 - Pledge led by Terry Fennelly, Town Councilman
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence
 - Newsletter, Cornell University Cooperative Extension Ontario County, The Inside Dirt, Volume 15, Issue 8, September 2017
 - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, August 31, 2017
 - Letter, Ontario County Public Works, Pump Station 1N Force Main Replacement Project, August 29, 2017
 - Letter, New York State Department of Taxation and Finance, Certificate of the Final State Equalization Rate for the 2017 Assessment Roll, August 7, 2017
 - Newsletter, Cornell University Cooperative Extension Ontario County, The Inside Dirt, Volume 15, Issue 8, August 2017
 - Notification, NYS DCJS, sex offender details, July 21, 2017
 - Annual Report, DePaul Community Services, Inc., 2016
- Privilege of the Floor
- Presentations
- Public Hearings

Continued Public Hearings:

- Public Hearing on the Declared Unsafe Building Located at 2411 State Route 332

New Public Hearings:

- Public Hearing on a Local Law to Amend the Residency Requirements for the Position of Deputy Town Clerk
 - Public Hearing on a Text Code Amendment to Town Code Chapter 220-9 that would Remove Language Prohibiting Decks and Porches on Accessory Structures
 - Public Hearing on a Text Code Amendment to Town Code Chapter 174-32 that would Allow the Town Manager Approval of Sureties under \$20,000
 - Public Hearing on a Proposed Conservation Easement at 2235 County Road 28
- Priority Business
 - Reports of Town Officials and Department Heads
 - Written reports prepared by the following officials are included with this agenda. These reports are identified as Attachment 1 to the agenda.*
 - A. Director of Parks & Recreation
 - B. Highway / Water Superintendent
 - C. Assessor
 - D. Historian
 - E. Town Clerk

- F. Town Manager
 - a. Shared Services
 - b. Budget Schedule and Process
 - G. Supervisor
 - 1. Monthly Financial Report for August 2017
 - a. Revenue & Expense Report and Cash Summary Report
 - b. EFPR Solutions Executive Summary
 - c. Overtime Report – All Departments
 - d. Overtime Report – Highway & Water
- Reports of Boards and Committees
- A. Planning Board, Chairman Schwartz
 - B. Zoning Board of Appeals, Chairman Robinson
 - C. Environmental Conservation Board, Chairwoman Marthaller. *This report is identified as Attachment 2 to the agenda.*
 - D. Public Works Committee, Chairman Fennelly
 - a. Highway Project Schedule
 - b. Highway Project Budget Performance
 - E. Financial Planning Committee, Chairwoman Dworaczyk
 - F. Technology Committee, Chairman Reynolds
 - 1. Internet and Social Media Use Policy Update
 - 2. Network Server Replacement Update
 - G. Public Safety and Security Committee, Chairman Cutri
 - H. Citizens Implementation Committee, Chairman Finch
 - a. Drainage Followup
 - I. Parks & Recreation Committee, Chairwoman Schenk
 - J. Special Events Committee, Chairwoman Fuller. *This report is identified as Attachment 3 to the agenda.*
 - K. Personnel Committee, Chairwoman Pierce
- Privilege of the Floor
- Resolutions

Continued Resolutions:

RESOLUTION NO. 2017 – 286: APPROVAL OF TERACAI STATEMENT OF WORK TO COMPLETE WATER SUPPLY CYBERSECURITY VULNERABILITY ASSESSMENT

WHEREAS, the Town of Canandaigua operates a Community Water System that is mandated by the State Department of Health to complete and submit a cybersecurity vulnerability assessment by January 1, 2018; and

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) wishes to produce a strong cybersecurity assessment to identify and reduce risks from intentional acts and unintentional events by employing an independent professional consultant with information security expertise; and

WHEREAS, TERACAI has partnered with TAG Solutions to provide community water systems throughout New York State with detailed custom reports identifying vulnerabilities and recommending remediation measures that satisfy the Department of Health mandate; and

WHEREAS, the Highway and Water Superintendent presents to the Town Board, Quote #40069727 and Attachment A – Statement of Work from TERACAI to perform the cybersecurity

vulnerability assessment and provide a report of findings and recommendations for a total cost not to exceed \$ 2,850.00, priced using the state awarded contract #PT6452 (Attachment 4); and

WHEREAS, the cost of this assessment is to be paid from budget line F.8340.440 (Services and Maintenance); and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby accepts Quote #40069727 and Attachment A – Statement of Work from TERACAI and authorizes the Highway and Water Superintendent to execute this agreement.

RESOLUTION NO. 2017 – 299: ORDER BY THE TOWN BOARD OF THE TOWN OF CANANDAIGUA TO MR. CHARLES W. AND MRS. JANE W. GAVETT TO REPAIR, VACATE OR DEMOLISH THE BUILDING AT 2411 STATE ROUTE 332

WHEREAS, Town of Canandaigua Code Enforcement Officer Chris Jensen provided notice to Mr. Charles W. and Mrs. Jane W. Gavett on September 26, 2016 of a notice of violation, order to remedy, declaration of nuisance according to Town Code giving the property owner to October 31, 2016 to correct the matter or a report to the Town Board would be issued; and

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as ‘Town Board’) has received notice on November 4, 2016 from Town of Canandaigua Code Enforcement Officer Chris Jensen of an unsafe building at 2411 State Route 332; and

WHEREAS, Town Code Chapter 88 of the Town of Canandaigua details a specific purpose and instructions for the steps to be taken in dealing with unsafe buildings; and

WHEREAS, the Director of Development met with Mr. Gavett on November 3, 2016 to go through the property history, previous reviews of the parcel, and began the process of filling out the Demolition Permit application; and

WHEREAS, Mr. Gavett stated he would submit the demo permit application by November 7, 2016, which as of November 10, 2016 had not been submitted; and

WHEREAS, the Town Board on December 19, 2016 set a public hearing by resolution # 2016-306 to hold a public hearing on January 9, 2017 regarding the unsafe designated building at 2411 State Route 332; and

WHEREAS, on December 20, 2016 the Director of Development provided certified notice to Mr. and Mrs. Gavett (US Post Office Article # 7014-1200-0001-2670-0980) of the Town Board’s resolution # 2016-306 establishing a public hearing on January 9, 2017 at 6:00pm at the Canandaigua Town Hall; and

WHEREAS, on January 9, 2017 the Director of Development received notice from Cheney & Blair, LLP representing Charles and Jane Gavett in reference to 2411 State Route 332; and

WHEREAS, the Director of Development spoke on the phone with Mr. Cheney to hear Mr. Gavett’s concerns relative to setback requirements if the house were to be demolished; and

WHEREAS, Mr. Gavett attended the public hearing on January 9, 2017, along with Code Enforcement Officer Chris Jensen, and the Director of Development to share with the Town Board the ongoing communication and situation relative to 2411 State Route 332; and

WHEREAS, Attorney Brocklebank recommended to the Town Board to continue the public hearing to the next meeting to allow development of any possible solutions; and

WHEREAS, on February 13, 2017 the Town Board opened and continued the public hearing on the unsafe building at 2411 State Route 332 in order to give more time to work with the property owner on a solution; and

WHEREAS, on March 20, 2017 the Town Board opened and continued the public hearing on the unsafe building at 2411 State Route 332 until May 15, 2017 as a legislative solution was being drafted; and

WHEREAS, on April 26, 2017 the Town Manager provided by letter to Mr. and Mrs. Gavett a copy of the proposed local law to ask the Town Board to rezone the property to MUO-1, including in the local law define the setbacks as requested by Mr. Gavett; and

WHEREAS, on May 12, 2017 Mr. Gavett requested through the Town Manager a clarification of the last paragraph of the proposed local law, section 4, to specify the actual setbacks rather than a previously submitted set of plans; and

WHEREAS, on May 15, 2017 the Town Board opened the public hearing on the unsafe building at 2411 State Route 332 and continued it till the June 19, 2017 meeting as the legislative solution was being proposed; and

WHEREAS, on May 15, 2017 the Town Board by Resolution # 2017-195 set a public hearing on a local law for June 19, 2017 at 6:00pm at the Town Hall to rezone the property at 2411 State Route 332 from Community Commercial to Mixed Use Overlay and referred the proposed action to the Town of Canandaigua Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board; and

WHEREAS, the Ontario County Planning Board (Referral # 80-2017) reviewed the proposed legislation and classified the action as a Class 2 and returned to the local board with recommendation of approval with comments by a vote of 13 in favor, 0 opposed; and

WHEREAS, on June 1, 2017 the Environmental Conservation Board reviewed a draft local law to rezone 2411 State Route 332 from Community Commercial to Mixed Use Overlay including the defining of setbacks and provided a no comment response; and

WHEREAS, on June 19, 2017 the Town Board opened and continued the public hearing until July 17, 2017 on the unsafe building at 2411 State Route 332 as the agenda also included a resolution regarding a legislative solution relating to setbacks; and

WHEREAS, on June 23, 2017 the Town Manager provided by letter notice to Mr. and Mrs. Gavett of the Town Board's passage of Resolution # 2017 – 239 which includes the local law to rezone the property at 2411 State Route 332 to Mixed Use Overlay with a minimum front setback to State Route 332 of 57.9 feet, and a minimum front setback to Aroline Road of 14.4 feet; and

WHEREAS, the Town Manager spoke with Mr. Gavett on June 29, 2017 during which time Mr. Gavett informed the Town Manager he would pick up the demolition permit on June 30, 2017; and

WHEREAS, on June 30, 2017 Code Enforcement Officer Chris Jensen approved and authorized a Demolition Permit for the Demolition of an unsafe structure and removal of material by truck and fill in basement with clean fill for Charles Gavett for the property located at 2411 State Route 332; and

WHEREAS, on July 17, 2017 the Town Board opened and continued the public hearing on the unsafe building at 2411 State Route 332 until August 21, 2017 since the Town Manager was informed by MR. Gavett that utility companies would be performing work on August 1, 2017 in order to allow the home to be demolished prior to the Town Board's next meeting on August 21, 2017; and

WHEREAS, on July 20, 2017 the property owner picked up and paid \$100 for the demolition permit of 2411 State Route 332 and indicated that the work would be completed by August 25, 2017; and

WHEREAS, on August 15, 2017 the Town Manager spoke to Mr. Gavett via phone and was told by Mr. Gavett that the utility company did not show up the first week in August as had been expected; however, Mr. Gavett indicated demolition would be started by August 25, 2017; and

WHEREAS, the Town Board wishes to continue to work with the property owner; however, a need exists to resolve this matter in accordance with Town of Canandaigua Town Code, Chapter 88: Buildings, Unsafe; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby offers the following findings of fact per Town Code §88-6:

1. On January 9, 2017, Code Enforcement Officer Chris Jensen gave testimony to the Town Board regarding the home in an overall state of disrepair at 2411 State Route 332, and further gave testimony regarding the issuance of a Notice of Violation that the structure needed to be repaired or torn down within 30 days and the property owner did not comply with the order. Additionally, Mr. Jensen provided photos and described the overall state of disrepair of the building;
2. On January 9, 2017, Mr. Gavett gave testimony that he was not told the building could be repaired to which Code Enforcement Officer Chris Jensen read the order aloud for the Town Board referencing a permit had to be pulled within 30 days or the building had to be demolished. Code Enforcement Officer Jensen stated the structure is vacated and is not fit for human habitation;
3. On January 9, 2017, Mr. Gavett offered testimony relating to the when he purchased the property and Mr. Gavett testified that he was informed the setback to Aroline Drive and from State Route 332 was going to be a certain number of feet. Mr. Gavett requested in writing and was waiting for that information before he would remove the structure;
4. On January 9, 2017, Director of Development Finch offered a possible suggested solution which would need to be further explored that would rezone the property and define the setbacks to accomplish the request of Mr. Gavett in order for him to proceed with the demolition as he offered of the unsafe building at 2411 State Route 332;
5. No other information was provided from Mr. Gavett in reference to a rebuttal regarding the condition of the building. Mr. Gavett's request was to define the setbacks of the property;
6. Pursuant to Town Code §88-3(B) and §88-3(C): The Town Board hereby finds the structure located at 2411 State Route 332 is in such condition as to make it dangerous to the health, safety, and general welfare of its occupants and the general public and is hereby determined to be a health nuisance;
7. The Town Board further finds the building at 2411 State Route 332 is damaged beyond repair ;
8. The Town Board further finds the building at 2411 State Route 332 per testimony given has structural associated problems making it non-inhabitable, and has excess

growth of weeds and trees in violation of the property maintenance code of the State of New York, contributing to rodent and other infestation;

9. This resolution should be referenced for dates and timelines of actions taken by the Town Board, Town Manager, Code Enforcement, and others as examples of providing assistance to the property owner in order to find a solution for this matter.

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby in accordance with Town Code §88-6 issues an order commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building, as shown by the land records of the County Clerk of Ontario County, to repair, vacate or demolish the building at 2411 State Route 332; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby directs that in accordance with Town Code §88-6 (E) if the property owner fails to comply with the order to repair, vacate or demolish the building at 2411 State Route 332 within ten (10) business days of the date of this order (August 21, 2017) then after September 5, 2017 the Town Manager is hereby directed to cause such building or structure at 2411 State Route 332 to be demolished in accordance with Town Code §88-6; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Manager working with the Town Attorney to cause the costs of such demolition to be charged against the land on which the building existed as a municipal lien or cause such costs to be added to the tax duplicate as an assessment or to be levied as a special tax against the land upon which the building did stand or to be recovered in some other manner in accordance with Town Code §88-6(E); and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager to report to the Town Attorney the names of all persons not complying with the order provided above in accordance with Town Code §88-6(F); and

BE IT FINALLY RESOLVED, the Town Board hereby directs the Town Clerk to provide certified copies of this resolution to the property owner(s), the Town Manager, and the Town Attorney.

New Resolutions:

PERSONNEL

- Resolution No. 2017 – 302: Establishing the Standard Work Day for Retirement Purposes for Park Maintenance Assistant and Transfer Station Operator
- Resolution No. 2017 – 303: Alternative Work Schedule Arrangement with Highway Association
- Resolution No. 2017 – 304: Acceptance of Health Officer's Resignation

FINANCIAL PLANNING

- Resolution No. 2017 – 305: Acceptance of the Monthly Financial Reports
- Resolution No. 2017 – 306: Adoption of an Amendment to the Town of Canandaigua Fund Balance Policy
- Resolution No. 2017 – 307: Notice of Public Hearing on the Preliminary Budget of the Town of Canandaigua for the Year 2018
- Resolution No. 2017 – 308: Adoption of a Vehicle Replacement Policy

PUBLIC WORKS

- Resolution No. 2017 – 309: Authorization for Purchase of Tandem Axel Trailer
- Resolution No. 2017 – 310: Review Speed Limit on Risser Road

- Resolution No. 2017 – 311: Authorize MRB Group to Design Water Extension #41
- Resolution No. 2017 – 312: Acceptance of Proposal for Installation Services Regarding the Replacement of the Town Hall HVAC System and Authorization of Town Manager to Execute Documents
- Resolution No. 2017 – 313: Authorize MRB Group to Engineer Improvements to Acorn Hill Drive
- Resolution No. 2017 – 314: Authorize Highway Facility Capital Project Addition of Cold Storage Garage Doors, (Change Order #1)
- Resolution No. 2017 – 315: Authorize Highway Facility Capital Project Addition of Cold Storage Siding and Painting, (Change Order #2)

TECHNOLOGY

- Resolution No. 2017 – 316: Adoption of Information Technology and Data Breach Notification Policy

PUBLIC SAFETY & SECURITY

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GENERAL/COMPREHENSIVE PLANNING

- Resolution No. 2017 – 317: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code Chapter 220-9 that would Remove Language Prohibiting Decks and Porches on Accessory Structures
- Resolution No. 2017 – 318: SEQR Determination of Non-Significance and Adoption of a Text Code Amendment to Town Code Chapter §174-32 that would allow the Town Manager to Approve Sureties under \$20,000
- Resolution No. 2017 – 319: Soil Erosion and Sediment Control Surety for 4690 North Road (Tax Map # 57.00-1-24.140)
- Resolution No. 2017 – 320: Setting a Public Hearing on a Proposed Request for State Legislation Relating to Shared Services to Locate Town Court at the Canandaigua City Court / City Hall Facility
- Resolution No. 2017 – 321: Authorization for Town Manager to Execute County Road 30 – Water Quality Improvement Area (Sucker Brook) Land Purchase Closing Documents
- Resolution No. 2017 – 322: Catch 407 Alcoholic Beverages License Notice
- Resolution No. 2017 – 323: Ratification of Abandonment of a Portion of Hillside Avenue by Highway Superintendent
- Resolution No. 2017 – 324: Acceptance of Centerpointe Park Easements
- Resolution No. 2017 – 325: Appointment of Workgroup to identify options relative to PLAN2028 Ontario County Landfill alternatives
- Resolution No. 2017 – 326: Authorization for Town Manager to Release Request for Proposals (RFP) for Septic System Replacement at Onanda Park
- Resolution No. 2017 – 327: SEQR Determination of Non-Significance and Adoption of a Local Law to Amend the Residency Requirements for the Position of Deputy Town Clerk

RESOLUTION NO. 2017 – 302: ESTABLISHING THE STANDARD WORK DAY FOR RETIREMENT PURPOSES FOR PARK MAINTENANCE ASSISTANT AND TRANSFER STATION OPERATOR

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

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

Title	Standard Work Day Hours
Park Maintenance Assistant	8
Transfer Station Operator	6

RESOLVED, that the Town of Canandaigua hereby establishes the following standard work day for the certain positions; and

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

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

RESOLUTION NO. 2017 – 303: ALTERNATIVE WORK SCHEDULE ARRANGEMENT WITH HIGHWAY ASSOCIATION

WHEREAS, the Town and the Town of Canandaigua Highway Employee's Association have agreed to memorialize an alternative work schedule for the members of the Association from the second Sunday in March thru the first Sunday in November as proposed in the attached Amendment #1 to the existing collective bargaining agreement between the parties; and

NOW, THEREFORE, BE IT RESOLVED that, the Town Board approves Amendment #1 of the Highway Association agreement dated _____ as described in Attachment 5 and authorizes the Supervisor to execute the same.

RESOLUTION NO. 2017 – 304: ACCEPTANCE OF HEALTH OFFICER'S RESIGNATION

WHEREAS, Town of Canandaigua Health Officer Debbie Burger has offered her resignation to the Town Manager due to personal circumstances; and

WHEREAS, the Town Board would like to thank Debbie Burger for her service to the Town of Canandaigua; and

WHEREAS, the Town Manager has coordinated with Ontario County for the sharing of services relating to the position of Health Officer for the Town of Canandaigua at no cost to the Town of Canandaigua beginning January 1, 2018; and

WHEREAS, the Town Manager will utilize the New York State Department of Health in the meantime for the services of Health Officer if needed; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby accepts the resignation of Health Officer Debbie Burger; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Town Manager to execute an agreement with Ontario County in order for the County to provide the service of 'health officer' at no expenditure to the Town of Canandaigua.

RESOLUTION NO. 2017 – 305: ACCEPTANCE OF THE MONTHLY FINANCIAL REPORTS

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

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

WHEREAS, the Town Supervisor has provided the Town Board with hard copies and electronic copies of the August 2017 Monthly Revenue/Expense Control Report, Cash Summary Report, EFPR Solutions Executive Summary Report, as well as the and Highway/Water Department Overtime Report and All Department Overtime Report; and

WHEREAS, copies of these documents are included with this agenda and are identified as Attachment 1 to the agenda; and

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

RESOLUTION NO. 2017 – 306: ADOPTION OF AN AMENDMENT TO THE TOWN OF CANANDAIGUA FUND BALANCE POLICY

WHEREAS, the Town Board of the Town of Canandaigua adopted a Fund Balance Policy on August 17, 2015 by Resolution # 2015-193, and amended the Fund Balance Policy on January 9, 2017 by Resolution # 2017-039; and

WHEREAS, the Office of the New York State Comptroller has recommended the Town Board amend the Town of Canandaigua Fund Balance Policy to include a maximum fund balance range in addition to the already established minimum; and

WHEREAS, the Town Manager and the Bookkeeper have recommended to the Town Board amendments to the Town of Canandaigua Fund Balance Policy described as Attachment 6; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby adopts the proposed amendments as attached to the Fund Balance Policy.

RESOLUTION NO. 2017 – 307: NOTICE OF PUBLIC HEARING ON THE PRELIMINARY BUDGET OF THE TOWN OF CANADNAIGUA FOR THE YEAR 2018

WHEREAS, NOTICE IS HEREBY GIVEN that the tentative budget of the Town of Canandaigua for the fiscal year 2018, including general Town funds, highway, special improvement districts funds, lighting district funds, and fire protection funds, has been completed by the Budget Officer and filed in the office of the Town Clerk of the Town of Canandaigua, 5440 Route 5 and 20 West, Canandaigua NY 14424, where it is available for inspection by any interested person during office hours; and

WHEREAS, the tentative budget is also posted on the Town's website, townofcanandaigua.org; and

WHEREAS, the Town Board has reviewed the tentative budget and made changes if any and intends to declare the tentative budget as the preliminary budget; and

WHEREAS, NOTICE IS HEREBY GIVEN that the preliminary budget of the Town of Canandaigua for the fiscal year 2018, including general Town funds, highway, special improvement districts funds, lighting district funds, and fire protection funds, will be filed by October 9, 2017, in the office of the Town Clerk of the Town of Canandaigua, 5440 Route 5 and 20 West, Canandaigua NY 14424, where it is available for inspection by any interested person during office hours; and

WHEREAS, the Town Board of Canandaigua shall hold a public hearing on said preliminary budget on Monday, October 16, 2017 at 6:00 pm, showing such changes, alterations and

revisions as shall have been made therein by the Town Board of the Town of Canandaigua. At such hearing, any person may be heard in favor of or against the preliminary budget as compiled or for or against any item or items therein contained; and

WHEREAS, the following are the proposed 2018 salaries of certain Elected Town Officers of the Town of Canandaigua:

Supervisor	\$ 20,000.00
Town Board member(s)	\$ 4,965.00
Town Clerk	\$ 57,818.00
Highway Superintendent	\$ 73,315.00
Town Justice(s)	\$ 24,436.00

WHEREAS, citizens have the right to provide written and oral comments and ask questions concerning the entire budget and the relationships of entitlement funds to the entire budget; and

WHEREAS, a letter from the Town Manager is included with this agenda and is identified as Attachment 7 to the agenda; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby sets the public hearing on the 2018 Town Wide Budget for October 16, 2017, at 6:00 pm to be located in the lower level meeting room at Town Hall, 5440 Routes 5 & 20 West, Canandaigua, NY 14424.

RESOLUTION NO. 2017 – 308: ADOPTION OF A VEHICLE REPLACEMENT POLICY

WHEREAS, the Town of Canandaigua Town Board (hereinafter referred to as “Town Board”) intends to plan for future vehicle related replacement expenditures in the Town; and

WHEREAS, after discussion with the Finance Committee, the Town Manager has prepared a Vehicle Replacement Policy to help the Town reduce maintenance costs associated with aging vehicles and to prepare for capital expenditures relating to replacement costs of Town-owned vehicles; and

WHEREAS, the above described proposed policy copy is attached herein and described as Attachment 8; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby adopts the Town of Canandaigua Vehicle Replacement Policy.

RESOLUTION NO. 2017 – 309: AUTHORIZATION FOR PURCHASE OF TANDEM AXEL TRAILER

WHEREAS, Resolution No. 2016-314 authorized the Highway Superintendent to request quotes for the purchase of a tandem axel trailer; and

WHEREAS, a quote dated 6/27/2017 from Tracey Road Equipment, Inc., presented to the Town Board for consideration, is included with this resolution and identified as Attachment 9 to the agenda; this information is also available for review on the Town’s website and is on file with the Town Clerk’s office; and

WHEREAS, the Tracey Road Equipment, Inc. quote details the purchase of a new Felling FT-45-2 LP tandem axel trailer for \$24,473.00, the cost of which was calculated using NYS OGS Contract Award #PC67423; and

WHEREAS, GML § 103 (16) authorizes a political subdivision to purchase apparatus, materials, equipment and supplies, through the use of contract let by any other political subdivision; and

WHEREAS, the Town of Canandaigua Procurement Policy states that if the Town is purchasing off a State contract, the Town is not required to engage in competitive bidding, and

WHEREAS, the 2017 adopted budget line D.5130.200 (Machinery/Capital Equipment) includes funds for the purchase of a tandem axel trailer; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves the purchase of a new Felling FT-45-2 LP tandem axel trailer from Tracey Road Equipment, Inc. for \$24,473.00 and authorizes the Highway Superintendent to execute this purchase.

RESOLUTION NO. 2017 – 310: REVIEW SPEED LIMIT ON RISSER ROAD

WHEREAS, the Town Clerk's office on September 6, 2017 received a letter from the homeowner at 2040 Risser Road; and

WHEREAS, the letter is asking that the Town Board request a review of the speed limit along Risser Road from Emerson Road to Canandaigua-Farmington Townline Road; and

WHEREAS, a copy of the letter is included with this agenda and is identified as Attachment 10 to the agenda; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua has reviewed the request and hereby directs the Town Clerk to submit a TE-9 request to the Ontario County Department of Public Works.

RESOLUTION NO. 2017 – 311: AUTHORIZE MRB GROUP TO DESIGN WATER EXTENSION #41

WHEREAS, the Canandaigua Town Board wishes to continue progress of proposed water extension #41 along County Road 32; and

WHEREAS, MRB Group has submitted a proposal for professional services to design water extension #41 for a total cost of \$ 24,000.00; and

WHEREAS, the proposal from MRB Group, presented to the Town Board for consideration, is included with this resolution and identified as Attachment 11 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves MRB Group's proposal to design Water Extension #41 to be paid out of account line H.1440.400.249B and authorizes the Water Superintendent to sign this proposal.

RESOLUTION NO. 2017 – 312: ACCEPTANCE OF PROPOSAL FOR INSTALLATION SERVICES REGARDING THE REPLACEMENT OF THE TOWN HALL HVAC SYSTEM AND AUTHORIZATION OF TOWN MANAGER TO EXECUTE DOCUMENTS

WHEREAS, The Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') approved the release of a request for proposals/quotes via resolution number 2017-300

for bids from interested organizations for installing a new HVAC system for the Town Hall in accordance with the design created by M/E Engineering; and

WHEREAS, the Town Manager on August 29, 2017 sent the RFP electronically to the following HVAC related firms: Potter HVAC, Colb Heating and Cooling, Halco Heating, Isaac Heating, Interstate, MechTech HVAC, High Performance Heating, Geotherm NY, HEP Sales, Ward Win Supply, Berkeley HVAC, Finer Lakes Comfort HVAC, Hawn Heating, Taylor Heating, Feldman Heating, Empire Heating and AC, Coutlee & Sons, John Betlem Heating and Air, and Comstock HVAC; and

WHEREAS, the Town of Canandaigua received proposals from firms by the September 15, 2017 RFP due date; and

WHEREAS, the Town Board wishes to accept a proposal to complete the installation of the Town Hall HVAC system as soon as possible; and

WHEREAS, the Town Board discussed the proposals at a meeting on September 18, 2017; and

NOW THEREFORE BE IT RESOLVED, the Town Board accepts a proposal from _____ in an amount not to exceed \$ _____ to be paid from Accounting Line # A.1620.200; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager and Bookkeeper to make a budget transfer in an amount equal to the cost of the contract from unassigned fund balance to A.1620.200 to cover the cost of the capital improvement; and

BE IT FINALLY RESOLVED, the Town Board authorizes the Town Manager to execute all documents relative to the contract

RESOLUTION NO. 2017 – 313: AUTHORIZE MRB GROUP TO ENGINEER IMPROVEMENTS TO ACORN HILL DRIVE

WHEREAS, the Canandaigua Town Board and Highway Superintendent recognize the need to reconstruct Acorn Hill Drive and have allocated funds for engineering this project into the 2017 adopted budget and the 2018 proposed budget; and

WHEREAS, MRB Group has submitted a proposal to engineer improvements to Acorn Hill Drive at a total cost of \$ 48,500.00; and

WHEREAS, the total cost is divided into two phases; \$28,500.00 for Scope A - Survey, Base-mapping, and Geotech, and \$20,000.00 for Scope B - Preliminary and Final Design; and

WHEREAS, the proposal from MRB Group, presented to the Town Board for consideration, is included with this resolution and identified as Attachment 12 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

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

1. Approves the proposal from MRB Group for services under Scope A.
2. Authorizes \$ 28,500 to be paid from the 2017 adopted budget at line D.1710.400.
3. Directs the Town Manager to sign the proposal for services under scope A.

RESOLUTION NO. 2017 – 314: AUTHORIZE HIGHWAY FACILITY CAPITAL PROJECT ADDITION OF COLD STORAGE GARAGE DOORS, (CHANGE ORDER #1)

WHEREAS, the Highway Facility capital project includes renovations to the cold storage building; and

WHEREAS, the original scope of work for cold storage renovation did not include replacing the existing garage doors; and

WHEREAS, the Canandaigua Town Board wishes to add this replacement to the scope of work for cold storage renovation; and

WHEREAS, Building Innovation Group has submitted a quote to replace three (3) existing garage doors in the cold storage building for a total cost of \$9,560.00; and

WHEREAS, the proposal from Building Innovation Group, presented to the Town Board for consideration, is included with this resolution and identified as Attachment 13 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves this addition to the scope of work for the cold storage building to be paid from the capital project budget line H.1997.200.25.

RESOLUTION NO. 2017 – 315: AUTHORIZE HIGHWAY FACILITY CAPITAL PROJECT ADDITION OF COLD STORAGE SIDING AND PAINTING, (CHANGE ORDER #2)

WHEREAS, the Highway Facility capital project includes renovations to the cold storage building; and

WHEREAS, the original scope of work for cold storage renovation did not include installing new siding on the east elevation, painting the existing west elevation to match the new siding, nor painting the overhead door jambs and exteriors; and

WHEREAS, the Canandaigua Town Board wishes to add this to the scope of work for cold storage renovation; and

WHEREAS, Building Innovation Group has submitted a quote to include the additional work for a total cost of \$7,661.00; and

WHEREAS, the proposal from Building Innovation Group, presented to the Town Board for consideration, is included with this resolution and identified as Attachment 14 to the agenda; this information is also available for review on the Town's website and is on file with the Town Clerk's office; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves this addition to the scope of work for the cold storage building to be paid from the capital project budget line H.1997.200.25.

RESOLUTION NO. 2017 – 316: ADOPTION OF INFORMATION TECHNOLOGY AND DATA BREACH NOTIFICATION POLICY

WHEREAS, Section 208 (8) of the State Technology Law requires municipalities and other local agencies to adopt Information Technology use policies and a breach notification policy; and

WHEREAS, the Technology Committee and the Town Manager have drafted a proposed Town of Canandaigua Policy on the Use of Information Technology Resources described herein as Attachment 15; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby adopts the Town of Canandaigua Policy on the Use of Information Technology Resources; and

BE IT FURTHER RESOLVED, the Town Manager and the Personnel Officer are considering amendment recommendations to the Employee Handbook, and the Town Board would like those recommendations to include a social media policy; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager to fully implement the Town of Canandaigua Policy on the Use of Information Technology Resources.

RESOLUTION NO. 2017 – 317: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 220-9 THAT WOULD REMOVE LANGUAGE PROHIBITING DECKS AND PORCHES ON ACCESSORY STRUCTURES

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 Chapter §220-9 that would remove the language prohibiting porches and decks on accessory structures; and

WHEREAS, the above described proposed local law copy is attached herein and described as Attachment 16; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on September 18, 2017; and

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2017; 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 2017 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.

RESOLUTION NO. 2017 – 318: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER §174-32 THAT WOULD ALLOW THE TOWN MANAGER TO APPROVE SURETIES UNDER \$20,000

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 Chapter §174-32 that would allow the Town Manager to approve surety payments for approved estimates provided that they are under \$20,000 in total; and

WHEREAS, the above described proposed local law copy is attached herein and described as Attachment 17; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on September 18, 2017; and

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2017; 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 2017 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.

RESOLUTION NO. 2017 – 319: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 4690 NORTH ROAD (TAX MAP # 57.00-1-24.140)

WHEREAS, the Town of Canandaigua Planning Board has granted a single-stage site plan approval for construction of a single family dwelling on 4690 North Road, Canandaigua (Tax Map # 57.00-1-24.140), owned by Thomas Andrews; and

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

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

WHEREAS, a copy of the Erosion and Sediment Control Surety Estimate is included with this agenda and is identified as Attachment 18 to the agenda; and

WHEREAS, the applicant has provided a check in the amount of \$ 1,020.00 for the purposes of the soil erosion and sediment control surety; and

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby approves and accepts a soil erosion and sediment control surety in the total amount of \$ 1,020.00 in the form of a check.

RESOLUTION NO. 2017 – 320: SETTING A PUBLIC HEARING ON A PROPOSED REQUEST FOR STATE LEGISLATION RELATING TO SHARED SERVICES TO LOCATE TOWN COURT AT THE CANANDAIGUA CITY COURT / CITY HALL FACILITY

WHEREAS, the State Legislature and the Governor enacted a Shared Services Initiative by Part BBB of Chapter 59 of the Laws of the State of New York in 2017 relating to County-wide Shared Services as a property tax savings plan; and

WHEREAS, in the spirit of Part BBB of Chapter 59, the Town of Canandaigua and the City of Canandaigua have formed an Shared Services Exploratory Group to look for opportunities for the sharing of services between the City/Town in order to reduce or avoid expenditures in order identify property tax savings for the residents of both municipalities; and

WHEREAS, Ontario County has identified \$ 4,668,138.00 in possible shared service savings among municipalities with the City and Town of Canandaigua making up the majority of the identified opportunities in an estimated amount of \$ 3,793,000.00; and

WHEREAS, the Shared Services Exploratory Group is making a joint presentation to the Canandaigua City Council and the Canandaigua Town Board on September 21, 2017 at 7:00pm at the Canandaigua City Hall relating to their findings; and

WHEREAS, the Town of Canandaigua and the City of Canandaigua operate municipal court operations, including facilities at two separate locations that are 1.64 miles away from each other; and

WHEREAS, State mandates relating to operations of the court system, along with security access control, indicate a more suitable space is needed for the court proceedings; and

WHEREAS, the construction of a new court facility in the Town is estimated to cost approximately \$ 1,729,000.00; and

WHEREAS, rather than construction of a new building per State Court requirements, the City Court and the Town Court could potentially be located in the same facility (City Court) realizing a significant cost avoidance to taxpayers; and

WHEREAS, current State Legislation prevents a Town Court Justice from holding court proceedings outside the municipal borders preventing the sharing of services between the Town of Canandaigua and the City of Canandaigua; and

WHEREAS, the Town Board wishes to hear from residents on the possible request for State Legislation to allow the location of the Town Court inside the City Hall to promote the sharing of services between the Town of Canandaigua and the City of Canandaigua; and

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

sets a public hearing to hear from residents on the matter for October 16, 2017 at 6:00pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua; and

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

RESOLUTION NO. 2017 – 321: AUTHORIZATION FOR TOWN MANAGER TO EXECUTE COUNTY ROAD 30 – WATER QUALITY IMPROVEMENT AREA (SUCKER BROOK) LAND PURCHASE CLOSING DOCUMENTS

WHEREAS, the Town of Canandaigua Town Board (herein after referred to as the 'Town Board') and the Canandaigua City Council have entered into an agreement to construct a water quality improvement project along County Road 30, for the purposes of improved water quality relating to Sucker Brook which is a tributary into Canandaigua Lake; and

WHEREAS, a copy of the Purchase Agreement is included with this agenda and is identified as Attachment 19 to the agenda; and

WHEREAS, the Town and City working with the Canandaigua Lake Watershed Council Manager have identified several projects to assist with water quality improvement of Sucker Brook during heavy rain events in order to help control sediment and water volume; and

WHEREAS, the Town and City are successfully working together on the Sucker Brook project along Route 5 & 20 West that is currently being constructed; and

WHEREAS, both the Town and City have previously budgeted for expenditures relating to these projects being funded in part through a NYS DEC grant with a local match over a four year period from the City of Canandaigua in the amount of \$ 175,000.00 and the Town of Canandaigua in the amount of \$ 150,000.00; and

WHEREAS, the Town Board previously authorized execution of documents relating to engineering and land purchase agreement for the water quality improvement project on two separate parcels along County Road 30, one owned by Synergy Field, LLC, and the other owned by German Brothers; and

WHEREAS, the Town has entered into a purchase agreement to acquire 16.157 acres from Synergy Field, LLC; and

WHEREAS, the U.S. Army Corps of Engineers is currently evaluating the permit application and the Town should receive a response in the near future relative to the project; and

WHEREAS, the seller's attorney has informed the Town Manager that all other requirements of the seller are available for the Town for review by the Town Attorney; and

WHEREAS, the Town Board has previously completed SEQR on this action; and

NOW THEREFORE BE IT RESOLVED, the Town Manager is directed to work with the Town Attorney to review all contingencies to ensure those contingencies have been cleared prior to closing and land acquisition by the Town of Canandaigua; and

BE IT FURTHER RESOLVED, the Town Board authorizes the purchase of 16.157 acres for this project in the amount of \$ 95,000.00 to be paid from H.1940.200.18; and

BE IT FINALLY RESOLVED, the Town Board authorizes the Town Manager to execute all

documents, upon the approval of the Town Attorney, relative to the land acquisition from Synergy Field, LLC of 16.157 acres.

RESOLUTION NO. 2017 – 322: CATCH 407 ALCHOLIC BEVERAGES LICENSE NOTICE

WHEREAS, the Town received on August 31, 2017, a 30-Day Advanced Notice, (“30-Day Notice”), for a New On-Premises Alcoholic Beverages license application for Catch 407 to be located at 3255 State Route 364.; and

WHEREAS, said 30-Day Advanced Notice application is referenced at Attachment 20 to the agenda; and

WHEREAS, the Town does not express any opinion for or against the application;

NOW, THEREFORE, BE IT RESOLVED that, the Town Board takes no further action relative to the 30 Day Notice.

RESOLUTION NO. 2017 – 323: RATIFICATION OF ABANDONMENT OF A PORTION OF HILLSIDE AVENUE BY HIGHWAY SUPERINTENDENT

WHEREAS, the Highway Superintendent of the Town of Canandaigua has certified that a portion of Hillside Avenue is abandoned and has not been traveled or used as a highway for six years and therefore is unqualifiedly abandoned according to section 205 of the Highway Law of the State of New York, and

WHEREAS, a legal description of that portion of Hillside Avenue subject of this resolution is included with this agenda and is identified as Attachment 21 to the agenda; and

WHEREAS, the Town Board has considered the certification of the Highway Superintendent and finds it appropriate to declare part of Hillside Avenue abandoned,

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby ratify the prior abandonment of a portion of Hillside Avenue and declare that portion of the highway as described on the attached to be abandoned pursuant to section 205 of the Highway Law of the State of New York.

RESOLUTION NO. 2017 – 324: ACCEPTANCE OF CENTERPOINTE PARK EASEMENTS

WHEREAS, Morgan Management has proposed three easements for Centerpointe Apartments Phase 3 associated with the approved plans by the Town of Canandaigua Planning Board for the purposes of utility lines, and access (Auburn Trail); and

WHEREAS, the Town of Canandaigua’s Town Engineer has provided a final review, described here as Attachment 22, of the easement plans dated March 21, 2017 and has determined them to be satisfactory; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby accepts the proposed easements for Centerpointe Apartments Phase 3.

RESOLUTION NO.2017 – 325: APPOINTMENT OF WORK GROUP TO IDENTIFY PLAN FOR 2028 ONTARIO COUNTY LANDFILL ALTERNATIVE

WHEREAS, Ontario County has indicated the disposal of waste to the Ontario County Landfill will no longer be an option after 2028; and

WHEREAS, the Town of Canandaigua and the City of Canandaigua would like to proactively work together to identify options relative to the closure of the landfill through a plan referenced as PLAN 2028; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby appoints Town Supervisor Greg Westbrook, ECB Chair Joyce Marthaller, and ECB member Mike Bloom to work collaboratively with the City of Canandaigua and identify options for PLAN 2028; and

BE IT FURTHER RESOLVED, the workgroup is directed to provide regular updates to the Town Board and present all alternatives identified to the Town Board for consideration.

RESOLUTION NO. 2017 – 326: AUTHORIZATION FOR TOWN MANAGER TO RELEASE REQUEST FOR PROPOSALS (RFP) FOR SEPTIC SYSTEM REPLACEMENT AT ONANDA PARK

WHEREAS, the Town of Canandaigua Town Engineer has identified a need to replace the septic tank and effluent pump station servicing the washhouse at Onanda Park due to declining health of the system due to its approximately 60 years of service, and odors generated within the area of the pump station and septic tank adversely affecting users of the park; and

WHEREAS, the Town Board of the Town of Canandaigua has previously authorized the Town Engineer to complete an engineer's report and design plans to replace the septic tank and pump station at Onanda; and

WHEREAS, the Town Manager has prepared an Request for Proposals (RFP) in order to receive bids on the proposed work; and

WHEREAS, a copy of the RFP is included with this agenda and is identified as Attachment 23 to the agenda; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Manager to release the RFP for the replacement of septic tank and pump station at Onanda Park per MRB designed plans dated May 19, 2017 and engineer's report dated July 2017.

RESOLUTION NO. 2017 – 327: SEQR DETERMINATION OF NON-SIGNIFICANCE AND ADOPTION OF A LOCAL LAW TO AMEND THE RESIDENCY REQUIREMENTS FOR THE POSITION OF DEPUTY TOWN CLERK

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering the adoption of a Local Law that would allow persons holding the offices of Deputy Town Clerk need not be a resident nor an elector of the Town of Canandaigua provided that such person or persons shall reside in Ontario County within the State of New York; and

WHEREAS, the above described proposed local law copy is attached herein and described as Attachment 24; and

WHEREAS, the Town Board of the Town of Canandaigua held a public hearing(s) on the proposed local law on September 18, 2017; and

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the Town Board of the Town of Canandaigua hereby adopts Local Law No. ____ of the Year 2017; 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 2017 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.

➤ Approval of the following Town Board Meeting Minutes:
August 21, 2017

- 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 9/7/2017 totaling \$26,321.96

General fund \$7,556.81

Highway fund \$283.67

Water fund \$1,063.74

Lighting districts \$1,215.58

TA fund \$16,202.16

Abstract dated 9/12/2017 totaling \$784,919.15

General fund \$116,210.08

Highway fund \$322,142.52

Water fund \$11,090.76

Capital projects \$308,179.62

TA fund \$27,296.17

- Privilege of the Floor
- Other Business
- Privilege of the Floor
- Executive Session, as requested
- Adjournment

ATTACHMENT 1

Dennis Brewer, Director of Parks and Recreation, report to Town Board for September 18, 2017

Season: This was the first time in a number of years in which we were fully staffed to Labor Day. There were lifeguards at both beaches and the gatehouse was staffed everyday.

CAMP-anandaigua: The camp with ARC was held the week of August 21. We had 14 individuals take part in the camp. The individuals canoed, fished, cooked, learned lifeskills, hiked and did a number of other activities.

Adirondack Fall Foliage Gateway: We have 13 town residents going on the trip October 2-3. The trip includes an Adirondack sightseeing cruise and train ride.

Miller Park: I am working with Charlie May and Edith Davey to develop a plan for wildflowers in the center of the park. We are also developing a plan for the planting of trees this fall.

Highway and Water report 9/18/17

Highway

1. Continue to repair shoulders on roads in the town.
2. Will begin road construction on Buffalo Street Ext. from Outhouse to Overlook Lane. New drainage, gutters and pavement.
3. Continue to repair drainage ditches and swales on town roads.
4. The force sanitary sewer work on Parkside Drive and Firehall road will begin the 14th of Sept. The intersection of 332 and Parkside Drive will be one lane during construction.
5. A resolution is on the agenda to purchase a 20 ton trailer. This was budgeted in 2017

Water

1. A resolution for the design of extension 41 (AKA County road 32) by MRB to begin the engineering to submit to the Dept. Of Health for approval.
2. Muni Link which is the new water billing software will be beginning in 2018. Kate and I have been in conversations with Muni Link getting the system set up for the Fourth quarter billing.
3. I will be setting up a time to meet with the Bristol town board for a discussion on water rates.

Other items.

4. The town forces will begin to start the storm water drainage for the highway facility in late September.

Assessor's Report September 18, 2017

Year to date we are up to 85 sales in Town ranging from \$62,500 to \$1,425,000 with a median price of \$252,500.

I am currently drafting a FAQ to place on the Town website about why School tax rates will be different this year for Town vs. City properties.

Respectfully submitted,

Christopher Lyon, IAO

**Town Historian's Report:
for September 18th, 2017**

1. The "Walking Tour of Cheshire" project is progressing. I have submitted two RFQ's for 100 copies of the book with a folded map insert to "Quick Print" in Canandaigua and "Lightning Press" in New Jersey. We will be evaluating both.
2. I have agreed to two presentations - "The History of Canandaigua Steamboats" at the Canandaigua Yacht Club on September 20th and "The History of the Tour of Barns" at Quail Summit on September 25th.
3. Doug Finch and I will be hosting another Ontario County Historians' Meeting at the Town Hall at 12 noon on September 20th, when we will be outlining the Town's Master Plan.
4. We are in the progress of assembling a standing Cemetery Maintenance Committee consisting of approximately 5 standing members and perhaps an individual from each cemetery area.

Sincerely,

Ray Henry

Town Clerk Report for the September 18, 2017, Town Board Meeting

1. **Monthly Financial Report**: Revenues collected in the Town Clerk's office for the month of August 2017 totaled \$50,162.47 (see attached).
2. **Dog Enumeration**: The response from the Town residents regarding the dog enumeration is going very well. During the month of August, a total of 138 new dog licenses were issued and 130 licenses were renewed. Town residents have been asked to return the postcard and/or license any unlicensed dog prior to Wednesday, November 1, 2017.
3. **Resolutions**:
 - A. Liquor License for Catch 407, 3255 State Route 364

Please let me know if you have any questions.

Submitted by,

Jean Chrisman

Jean Chrisman
Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
		Building Fee	1	100.00
		Sub-Total:		\$100.00
A.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	11	2,800.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	7	1,625.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	5	2,525.00
	Onanda Cabin Residential Daily	Onanda Cabin Residential Daily	3	475.00
	Onanda Park Pavilion	Onanda Park Pavilions	7	600.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	7	1,050.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	6	270.00
	Park Rentals	Onanda Cabin Residential Weekly	3	2,525.00
	WL Schoolhouse Weekend	WL Schoolhouse Weekday	2	70.00
		WL Schoolhouse Weekend	1	60.00
		Sub-Total:		\$12,000.00
A.2590	Building Fee	Building Fee	13	1,256.00
		Sub-Total:		\$1,256.00
A1255	Conservation	Conservation	19	107.08
	Marriage Lic.	Marriage License Fees	2	35.00
	Misc. Fees	Copies	15	22.50
		Marriage Cert	2	20.00
		Sub-Total:		\$184.58
A1603	Misc. Fees	Death Cert	19	190.00
		Sub-Total:		\$190.00
A2001	General Lic.	Park Permit Res	2	70.00
	Walk Ins	Onanda Receipts	62	6,008.00
		Sub-Total:		\$6,078.00
A2110	Plan & Zone	Zoning Fee	6	800.00
		Sub-Total:		\$800.00
A2120	Plan & Zone	Soil Erosion	3	450.00
		Sub-Total:		\$450.00
A2544	Dog Licensing	Female, Spayed	132	1,716.00
		Female, Unspayed	10	190.00
		Male, Neutered	117	1,521.00
		Male, Unneutered	9	171.00
	Late Fees	Late Fees	8	40.00
		Sub-Total:		\$3,638.00
A2590	Plan & Zone	Site Development	52	8,225.20
		Sub-Total:		\$8,225.20
391	Misc. Fees	Transfer Coupons	646	2,576.00
		Sub-Total:		\$2,576.00
CM-2001	Plan & Zone	Parks And Recreation	3	3,000.00

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$3,000.00
F.2140	Rents Payments	Rents Payments	24	7,757.33
			Sub-Total:	\$7,757.33
F.2142	Water Sales	Water Sales	2	354.50
			Sub-Total:	\$354.50
F.2144	Service Hookups	Service Hookups	1	850.00
			Sub-Total:	\$850.00
F.2148	Penalty	Penalty	21	516.94
			Sub-Total:	\$516.94
			Total Local Shares Remitted:	\$47,976.55

Amount paid to: NYS Ag. & Markets for spay/neuter program 306.00
 Amount paid to: NYS Environmental Conservation 1,834.92
 Amount paid to: State Health Dept. For Marriage Licenses 45.00

Total State, County & Local Revenues: \$50,162.47

Total Non-Local Revenues: \$2,185.92

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 Jean Chrisman, Town Clerk, Town of Canadaigua during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.


 _____ 9.5.17 _____ 9/1/2017
 Supervisor Date Town Clerk Date

TOWN OF CANANDAIGUA

TOWN MANAGER MONTHLY REPORT

September 18, 2017

PERSONNEL

KUDOS: Special recognition this month to Michelle Amon. Michelle has continued to take on additional responsibility for the Town of Canandaigua. Michelle assists residents at the front counter of the Development Office, helping residents understand permit applications, planning applications, and general Development Office communication. Michelle also answers the phones at the Town Hall, and prepares all of the Planning and Zoning Board packets for our board members, among many other responsibilities. Kudos Michelle!

FINANCIAL PLANNING

2018 Budget: As you are aware, the Tentative 2018 Town Budget has now been presented to the Town Board for consideration. Your agenda includes a resolution to set a public hearing on October 16, 2017 on the overall spending plan. The 2018 “Tentative Budget” balanced budget as required by State law is tax cap compliant, and utilizes as many resources as possible such as grants, sales tax, and other revenue in order to limit the tax burden on our residents.

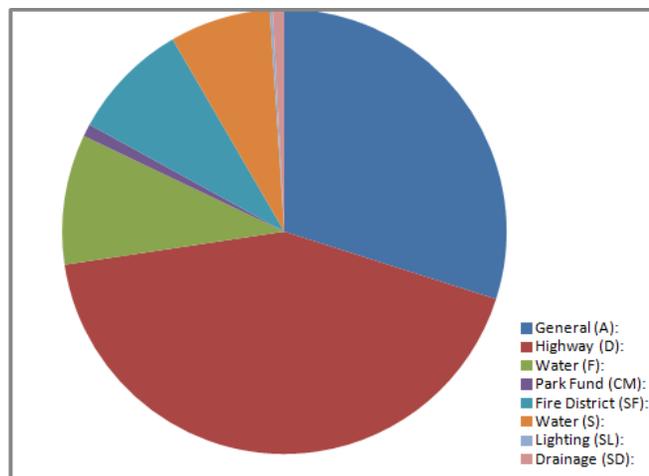
Prior to your consideration, we will be converting the Water (F) Fund to a Special District (SW) Fund as directed by the New York State Comptroller’s Office.

The proposed budget is based on a total real property tax rate of \$ 0.91 (91 cents) per thousand dollars of assessed value for residents of the Town of Canandaigua. At \$ 0.91/\$1000 of assessed value, the annual property tax on a home with an average assessed value of \$ 275,000 is approximately \$ 250 per year. The yearly cost helps to cover the costs associated with many services provided by the Town of Canandaigua including the maintenance of safe roads, upgrading outdated infrastructure, providing a wide variety of recreational opportunities, and the use of the waste and recycling station. The tax rate of \$ 0.91 per thousand is based on appropriations of \$ 0.23 per thousand for the general fund, and \$ 0.68 per thousand for the highway fund. Real property tax to be collected is \$ 294,637 for the general fund, and \$ 865,343 for the highway fund. The total taxable value for the Town of Canandaigua is \$ 1,274,704,229.00. For 2017 real property tax rate was assessed at \$ 0.895046 cents per thousand.

The budget breakdown is as follows:

General Fund (A):	\$ 3,284,761.00
Highway (D):	\$ 4,690,450.00
Water (F):	\$ 1,038,500.00
Park Fund (CM):	\$ 100,000.00
Fire District (SF):	\$ 947,096.00
Water Districts (S):	\$ 822,729.00
Lighting (SL):	\$ 21,253.00

2018 Town of Canandaigua “Tentative” Budget by fund



TOWN OF CANANDAIGUA

TOWN MANAGER MONTHLY REPORT

September 18, 2017

Drainage (SD): \$ 92,559.00
 \$ 10,997,348.00

Grants & Administration:

Akoustis Technologies Inc.: We have let the RFP (per Resolution # 2017-294) related to the \$ 750,000 New York State Community Development Block Grant (NYS CDBG) to assist in the expansion of Akoustis Technologies Inc. (NYS CDBG Project # 166ED884-17). Responses to the RFP are due to the Town of Canandaigua by September 22, 2017.

GTC – Uptown Feasibility Study: We have let the RFP and received responses from eight different firms for the Uptown Canandaigua Mixed-Use and Transportation Corridor Feasibility Study. This study is being funded by an \$ 80,000 grant from GTC. The proposals are currently being evaluated utilizing a matrix from GTC, and a recommendation will be forwarded to you for your October meeting.

DEVELOPMENT / PLANNING

Open Space: The Open Space and Conservation Team is moving forward with their Open Space and Conservation Plan. They are evaluating conservation easements, and exploring alternatives for open space promotion throughout the Town.

Economic Development: The City and Town Economic Development Teams held their first joint meeting on September 5th. The purpose of the meeting was to explore a program to possibly identify shared goals relating to economic development and business retention and promotion. The Team will likely be making a recommendation after further discussion in the near future. In the mean time, the Town team is speaking with Town businesses to explore recommendations relating to business retention and expansion. The Town team will be touring PACTIV in the coming weeks to learn more about possibilities to support our largest employer.

GENERAL

Shared Services: The City/Town Exploratory Group on Shared Services is scheduled to present their findings to a joint meeting of the Canandaigua City Council and the Canandaigua Town Board on Thursday, September 21st at 7:00pm at the Canandaigua City Hall.

**TOWN OF CANANDAIGUA
TOWN MANAGER MONTHLY REPORT**

September 18, 2017

2411 State Route 332: At your meeting last month we continued the public hearing and Resolution #2017 – 299 in reference to the demolition of the unsafe structure at 2411 State Route 332. Since your last meeting, the property owner has now demolished the building. I would recommend we open the public hearing, take any additional comments, and then close the public hearing. Additionally, I would recommend you consider tabling Resolution # 2017-299 to an indefinite date.

HVAC: Since your last meeting, I have let the Request For Proposals (RFP) for the HVAC system for the Town Hall per Resolution # 2017-300. A resolution is on your agenda for consideration of the awarding of an HVAC contract, following review and discussion of the bids received. The writing of this report and the agenda was prior to the deadline for responses. I provided the following HVAC related firms with a copy of the RFP: Potter HVAC, Colb Heating and Cooling, Halco Heating, Isaac Heating, Interstate, MechTech HVAC, High Performance Heating, Geotherm NY, HEP Sales, Ward Win Supply, Berkeley HVAC, Finer Lakes Comfort HVAC, Hawn Heating, Taylor Heating, Feldman Heating, Empire Heating and AC, Coutlee & Sons, John Betlem Heating and Air, and Comstock HVAC.

Health Officer: Town of Canandaigua Health Officer Debbie Burger has informed me that she needs to resign her position representing the Town of Canandaigua. Under our shared services findings with Ontario County this will be a service the County will be able to provide us starting January 1, 2018. In the mean time, I will work with the Department of Health on any issues that result in needing the services of a Health Officer.

Upcoming Meetings:

Planning – The next scheduled Planning Board meeting is September 26th at 6:30pm.

Zoning – The Zoning Board of Appeals next meets September 19th at 6:00pm.

Environmental Conservation Board – October 5th at 4:30pm.

Agriculture Advisory Committee – October 5th at 6:00pm.

Citizens Implementation Committee – September 19th at 9:00am to review updates on Parks & Recreation Master Plan.



Revenue / Expense Control Report Parameters

Report ID:	BD RPT 2			
Year:	2017	Include Beg. Encumbrance:	Yes	
Period:	1	To:	8	Apply to Budget Columns: No
Description:	Short	Apply % to Original Budget:	No	
Spacing:	Single	Print Parent Account:	No	
Acct Status:	Active	Grand Totals on Separate Page:	No	
Suppress Zero Accts.:	None	Include Req:	No	
Summary Only:	No	Use Alt Fund:	No	
% Fiscal Year:	100	Exclude Rev Brackets:	Yes	

Account Table:

Alt. Sort Table:

Sort:	Sort	Subtotal	Page Break	Subheading
1	Fund	Yes	No	No
2	Type	Yes	No	No
3	Function	No	No	No
Subtotal/Page Break Expenses Only:		No		

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.1001	REAL PROPERTY TAXES	284,637.00	284,637.00	0.00	284,086.81	550.19	99.81
A.1030	SPECIAL ASSESSMENT/PILOT	20,924.00	20,924.00	0.00	20,829.48	94.52	99.55
A.1090	PENALTY ON TAXES	11,000.00	11,000.00	0.00	13,829.31	(2,829.31)	125.72
A.1120	NON PROPERTY SALES TAX	1,415,000.00	1,415,000.00	0.00	1,236,529.98	178,470.02	87.39
A.1170	CABLE TV FRANCHISE FEES	75,000.00	75,000.00	0.00	81,487.81	(6,487.81)	108.65
A.1255	TOWN CLERK FEES	1,000.00	1,000.00	0.00	964.44	35.56	96.44
A.1603	VITAL STATISTICS FEE	4,000.00	4,000.00	0.00	3,803.00	197.00	95.08
A.2001	PARK & RECREATION FEES	75,000.00	75,000.00	(175.00)	73,981.00	1,019.00	98.64
A.2110	ZONING FEES	25,000.00	25,000.00	0.00	18,931.00	6,069.00	75.72
A.2120	SOIL EROSION CONTROL	10,000.00	10,000.00	0.00	3,600.00	6,400.00	36.00
A.2148	RETURNED CHECK FEE	20.00	20.00	0.00	0.00	20.00	0.00
A.2192	CEMETERY SERVICES	500.00	500.00	0.00	0.00	500.00	0.00
A.2302	SERVICES/OTHER GOVERNMENTS	9,000.00	9,000.00	0.00	6,080.00	2,920.00	67.56
A.2401	INTEREST & EARNINGS	6,000.00	6,000.00	0.00	5,341.64	658.36	89.03
A.2410	RENTAL OF REAL PROPERTY	12,070.00	12,070.00	0.00	10,185.00	1,885.00	84.38
A.2544	DOG LICENSES	18,000.00	18,000.00	0.00	11,002.00	6,998.00	61.12
A.2590	SITE DEVELOPMENT FEES	75,000.00	75,000.00	0.00	54,104.20	20,895.80	72.14
A.2591	CONSTRUCTION DEBRIS FEES	11,000.00	11,000.00	0.00	16,075.00	(5,075.00)	146.14
A.2610	FINES & FORFEITED BAIL	80,000.00	80,000.00	0.00	57,315.00	22,685.00	71.64
A.2651	RECYCLING REVENUE	12,000.00	12,000.00	0.00	18,457.47	(6,457.47)	153.81
A.2660	SALE OF REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
A.2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	6,051.52	(6,051.52)	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.2701	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	1,508.47	(1,508.47)	0.00
A.2705	GIFTS & DONATIONS	0.00	0.00	0.00	7,100.00	(7,100.00)	0.00
A.2770	MISCELLANEOUS INCOME	0.00	0.00	0.00	735.01	(735.01)	0.00
A.3001	NYS AID PER CAPITA	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00
A.3005	ONTARIO CITY MORTGAGE TAX	325,000.00	325,000.00	0.00	123,169.71	201,830.29	37.90
A.3040	NYS AID TAX/ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
A.3089	ST AID.OTHER	0.00	4,750.00	0.00	8,414.11	(3,664.11)	177.14
A.3092	ST AID.PLANNING STUDIES	0.00	0.00	0.00	48,870.89	(48,870.89)	0.00
A.3820	NYS YOUTH PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00
A.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
A.5031.CM	INTERFUND TRANSFERS	162,000.00	162,000.00	0.00	0.00	162,000.00	0.00
A.5031.H	INTERFUND TRANSFERS CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
A.5031.TE	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
A.5031.V	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
A.9000	APPROPRIATED FUND BALANCE FOR BUDGET	620,182.00	1,743,392.55	0.00	0.00	1,743,392.55	0.00
A.9230	TAX STABILIZATION RESERVE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
A.9235	NYSERS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	3,280,333.00	4,408,293.55	(175.00)	2,112,452.85	2,295,840.70	47.92
A.1010.110	TOWN BOARD	19,472.00	19,472.00	0.00	12,918.87	6,553.13	66.35
A.1010.400	TOWN BOARD	1,020.00	1,520.00	0.00	1,064.79	455.21	70.05
A.1110.110	JUSTICES	47,912.00	47,912.00	0.00	33,169.86	14,742.14	69.23
A.1110.120	JUSTICES	16,000.00	16,000.00	0.00	12,410.83	3,589.17	77.57
A.1110.130	JUSTICES	0.00	0.00	0.00	0.00	0.00	0.00
A.1110.140	JUSTICES	12,730.00	12,730.00	0.00	7,518.45	5,211.55	59.06
A.1110.200	JUSTICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
A.1110.400	JUSTICES	16,185.00	16,185.00	0.00	8,687.26	7,497.74	53.67

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.1220.110	SUPERVISOR	56,000.00	56,000.00	0.00	36,615.45	19,384.55	65.38
A.1220.120	DEPUTY SUPERVISOR	2,000.00	2,000.00	0.00	1,384.56	615.44	69.23
A.1220.121	SUPERVISOR	27,050.00	27,050.00	0.00	18,726.84	8,323.16	69.23
A.1220.400	SUPERVISOR	3,100.00	2,600.00	109.00	1,651.31	948.69	63.51
A.1230.100	TOWN MANAGER	0.00	65,563.86	0.00	41,492.28	24,071.58	63.29
A.1230.200	TOWN MANAGER	0.00	0.00	0.00	0.00	0.00	0.00
A.1230.400	TOWN MANAGER	0.00	1,500.00	89.00	12.60	1,487.40	0.84
A.1320.400	AUDITOR	10,000.00	10,000.00	0.00	9,800.00	200.00	98.00
A.1340.120	BUDGET OFFICER	3,000.00	3,000.00	0.00	1,961.63	1,038.37	65.39
A.1340.400	BUDGET	31,000.00	31,000.00	2,000.00	16,000.00	15,000.00	51.61
A.1345.400	PURCHASING	4,500.00	4,500.00	271.85	2,676.23	1,823.77	59.47
A.1355.120	ASSESSOR	64,505.00	64,505.00	0.00	44,657.28	19,847.72	69.23
A.1355.132	ASSESSOR	43,281.00	43,281.00	0.00	29,933.60	13,347.40	69.16
A.1355.150	ASSESSOR	1,500.00	1,500.00	0.00	750.00	750.00	50.00
A.1355.200	ASSESSOR	500.00	500.00	0.00	0.00	500.00	0.00
A.1355.400	ASSESSOR	24,780.00	24,780.00	225.91	3,912.44	20,867.56	15.79
A.1355.420	ASSESSOR	500.00	500.00	0.00	60.73	439.27	12.15
A.1355.430	ASSESSOR	0.00	0.00	0.00	0.00	0.00	0.00
A.1410.110	TOWN CLERK	56,681.00	56,681.00	0.00	39,240.72	17,440.28	69.23
A.1410.131	TOWN CLERK	34,778.00	34,778.00	0.00	24,347.18	10,430.82	70.01
A.1410.141	TOWN CLERK	18,095.00	18,095.00	0.00	10,247.66	7,847.34	56.63
A.1410.142	TOWN CLERK	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
A.1410.200	TOWN CLERK	850.00	850.00	0.00	184.00	666.00	21.65
A.1410.400	TOWN CLERK	12,964.00	12,964.00	66.35	3,772.62	9,191.38	29.10
A.1420.400	ATTORNEY	34,000.00	34,000.00	1,087.50	13,717.50	20,282.50	40.35
A.1430.100	PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00
A.1430.141	PERSONNEL	12,970.00	12,970.00	0.00	6,325.29	6,644.71	48.77
A.1430.142	PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00
A.1430.143	PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00
A.1430.144	PERSONNEL	41,600.00	41,600.00	0.00	28,165.60	13,434.40	67.71
A.1430.200	PERSONNEL	500.00	500.00	0.00	0.00	500.00	0.00
A.1430.410	PERSONNEL	3,450.00	3,450.00	518.00	216.57	3,233.43	6.28
A.1430.420	PERSONNEL	12,000.00	12,000.00	0.00	3,600.00	8,400.00	30.00
A.1440.400	ENGINEERING	15,000.00	15,000.00	0.00	9,000.00	6,000.00	60.00
A.1440.402	ENGINEERING	0.00	0.00	0.00	(0.23)	0.23	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.1440.404	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
A.1450.400	ELECTIONS	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00
A.1460.200	RECORDS MANAGEMENT	500.00	500.00	0.00	0.00	500.00	0.00
A.1460.400	RECORDS MANAGEMENT	15,150.00	15,150.00	0.00	6,509.29	8,640.71	42.97
A.1460.410	RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.1460.420	RECORDS MANAGEMENT -GC	0.00	0.00	0.00	0.00	0.00	0.00
A.1480.400	PUBLICSERVINFO.CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00
A.1620.200	BUILDINGS	6,000.00	35,229.55	13,862.42	15,367.13	19,862.42	43.62
A.1620.400	BUILDINGS	155,688.00	131,208.45	4,294.28	66,184.03	65,024.42	50.44
A.1620.410	BUILDINGS	25,500.00	25,500.00	0.00	10,162.44	15,337.56	39.85
A.1670.200	CENTRAL PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
A.1670.400	PRINTING & MAILING	43,472.00	43,472.00	130.00	6,532.56	36,939.44	15.03
A.1680.200	DATA PROCESSING	0.00	0.00	0.00	0.00	0.00	0.00
A.1680.400	DATA PROCESSING	42,940.00	52,940.00	269.49	21,685.46	31,254.54	40.96
A.1910.400	UNALLOCATED INSURANCE	120,000.00	120,000.00	21,449.01	59,658.58	60,341.42	49.72
A.1920.400	MUNICIPAL ASSOCIATION DUES	5,000.00	5,000.00	0.00	1,350.00	3,650.00	27.00
A.1930.400	JUDGEMENTS & CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00
A.1940.200	PURCHASE OF LAND/RIGHT OF WAY	50,000.00	100,000.00	0.00	67,490.54	32,509.46	67.49
A.1940.400	PURCHASE OF LAND/RIGHT OF WAY	7,500.00	15,000.00	0.00	0.00	15,000.00	0.00
A.1990.400	CONTINGENCY	130,000.00	130,000.00	0.00	6,561.54	123,438.46	5.05
A.3310.200	TRAFFIC	0.00	0.00	0.00	0.00	0.00	0.00
A.3310.400	TRAFFIC	96,923.00	96,923.00	6,184.00	31,111.58	65,811.42	32.10
A.3510.400	DOG CONTROL	28,100.00	28,100.00	0.00	24,597.30	3,502.70	87.53
A.4010.120	HEALTH OFFICER	1,200.00	1,200.00	0.00	600.00	600.00	50.00
A.4020.100	REGISTRAR	2,050.00	2,050.00	0.00	1,025.00	1,025.00	50.00
A.4020.400	REGISTRAR	235.00	235.00	0.00	70.67	164.33	30.07

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.4540.400	AMBULANCE	7,500.00	7,500.00	0.00	6,500.00	1,000.00	86.67
A.5010.110	HIGHWAY SUPT	71,877.00	71,877.00	0.00	49,761.00	22,116.00	69.23
A.5010.120	HIGHWAY	3,008.00	3,008.00	0.00	2,082.42	925.58	69.23
A.5010.130	HIGHWAY	31,824.00	31,824.00	0.00	22,030.96	9,793.04	69.23
A.5010.131	HIGHWAY.FINANCE CLERK II FT	0.00	0.00	0.00	0.00	0.00	0.00
A.5010.200	HIGHWAY	0.00	0.00	0.00	0.00	0.00	0.00
A.5010.400	HIGHWAY	0.00	0.00	0.00	0.00	0.00	0.00
A.5182.400	STREET LIGHTING	35,500.00	35,500.00	2,091.38	26,442.59	9,057.41	74.49
A.6410.410	PUBLICITY	0.00	0.00	0.00	0.00	0.00	0.00
A.6410.420	PUBLICITY	3,700.00	3,700.00	0.00	1,555.85	2,144.15	42.05
A.6410.430	CONTR TRAILS ADMIN	300.00	300.00	0.00	0.00	300.00	0.00
A.6989.400	ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.7020.121	RECREATION	25,500.00	25,500.00	0.00	17,653.86	7,846.14	69.23
A.7020.141	RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
A.7020.400	RECREATION	4,500.00	7,000.00	0.00	4,785.74	2,214.26	68.37
A.7110.121	PARKS.MAINTENANCE ASSISTANT	37,000.00	37,000.00	0.00	2,269.23	34,730.77	6.13
A.7110.130	PARK	76,465.00	76,465.00	0.00	53,414.91	23,050.09	69.86
A.7110.131	LABORER PT	21,400.00	21,400.00	0.00	10,380.65	11,019.35	48.51
A.7110.142	PARK	17,000.00	17,000.00	0.00	14,339.98	2,660.02	84.35
A.7110.143	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.200	PARK	13,750.00	13,750.00	954.94	2,391.07	11,358.93	17.39
A.7110.201	PARK	162,000.00	137,000.00	0.00	46,669.71	90,330.29	34.07
A.7110.203	PIERCE PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.240	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.400	PARK	51,900.00	76,900.00	8,752.94	27,661.26	49,238.74	35.97
A.7110.401	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.402	PARK	34,000.00	34,000.00	400.00	3,753.80	30,246.20	11.04
A.7110.403	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.404	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.405	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.406	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7140.141	PLAYGROUND/RECREATION	38,000.00	38,000.00	0.00	29,893.58	8,106.42	78.67
A.7140.142	PLAYGROUND/RECREATION	17,400.00	17,400.00	0.00	12,134.25	5,265.75	69.74
A.7140.143	PLAYGROUND/RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
A.7140.200	PLAYGROUND/RECREATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.7140.400	PLAYGROUND/RECREATION	4,500.00	2,000.00	0.00	654.47	1,345.53	32.72
A.7140.410	PLAYGROUND/RECREATION	11,100.00	11,100.00	0.00	11,000.00	100.00	99.10
A.7410.400	LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00
A.7450.410	MUSEUM	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00
A.7510.120	HISTORIAN	3,121.00	3,121.00	0.00	1,560.50	1,560.50	50.00
A.7510.400	HISTORIAN	2,100.00	2,100.00	0.00	116.32	1,983.68	5.54
A.7550.400	CELEBRATIONS	3,500.00	3,500.00	90.91	2,664.32	835.68	76.12
A.7989.400	FLTV 12	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.123	ZONING	85,233.00	19,669.14	0.00	19,669.14	0.00	100.00
A.8010.141	ZONING	5,000.00	5,000.00	0.00	2,200.00	2,800.00	44.00
A.8010.142	ZONING	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.143	ZONING	19,500.00	19,500.00	0.00	13,123.13	6,376.87	67.30
A.8010.144	ZONING	31,200.00	31,200.00	0.00	21,533.89	9,666.11	69.02
A.8010.145	ZONING	39,270.00	39,270.00	0.00	27,186.84	12,083.16	69.23
A.8010.200	ZONING INSPECTOR	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
A.8010.201	CEO	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.210	VEHICLE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
A.8010.400	ZONING INSPECTOR	1,500.00	1,500.00	0.00	924.34	575.66	61.62
A.8010.401	CEO	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.403	DIRECTOR OF DEVELOPMENT	3,850.00	2,350.00	0.00	1,457.25	892.75	62.01
A.8010.410	VEHICLE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
A.8020.120	BOARD	13,000.00	13,000.00	0.00	6,133.00	6,867.00	47.18
A.8020.140	STENOGRAPHER PT	5,000.00	5,000.00	0.00	1,564.30	3,435.70	31.29
A.8020.150	PLANNING	4,200.00	4,200.00	0.00	1,950.00	2,250.00	46.43
A.8020.160	PLANNING	1,900.00	1,900.00	0.00	1,592.00	308.00	83.79
A.8020.400	MISCELLANEOUS	30,000.00	30,000.00	40.09	11,981.71	18,018.29	39.94
A.8020.410	ENGINEERING.CONTRACTUAL	15,000.00	15,000.00	625.00	1,785.00	13,215.00	11.90
A.8020.412	PLANNING	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
A.8020.420	PLANNING	0.00	0.00	0.00	0.00	0.00	0.00
A.8020.422	PLANNING	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
A.8020.424	PLANNING	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
A.8020.426	PLANNING	20,000.00	20,000.00	349.50	14,500.50	5,499.50	72.50
A.8020.450	ENVIRONMENTAL CONSULT BOARD	3,000.00	3,000.00	1,800.00	20.00	2,980.00	0.67
A.8040.120	ZONING BOARD OF APPEALS	5,066.00	5,066.00	0.00	2,532.50	2,533.50	49.99
A.8040.140	ZONING BOARD OF	1,591.00	1,591.00	0.00	915.90	675.10	57.57

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.9950.900	TRANSFER	0.00	1,011,388.87	0.00	1,011,388.87	0.00	100.00
Total Type E	Expense	3,280,333.00	4,408,293.55	74,441.49	2,724,979.24	1,683,314.31	61.81
Total Fund A	GENERAL FUND	0.00	0.00	(74,616.49)	(612,526.39)	612,526.39	0.00
CD.5031	INTERFUND REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
CD.8684.200	PLANNING & MANAGEMENT DEVT	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund CD	SPECIAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
CM.2001	PARK & RECREATION FEES	40,000.00	40,000.00	0.00	17,000.00	23,000.00	42.50
CM.2189	HOME & COMMUNITY SERVICE INCOME	0.00	0.00	0.00	0.00	0.00	0.00
CM.2401	INTEREST & EARNINGS	0.00	0.00	0.00	371.41	(371.41)	0.00
CM.2705	GIFTS & DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
CM.2770	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
CM.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
CM.9000	APPROPRIATED FUND BALANCE FOR BUDGET	122,000.00	122,000.00	0.00	0.00	122,000.00	0.00
Total Type R	Revenue	162,000.00	162,000.00	0.00	17,371.41	144,628.59	10.72
CM.7110.200	PARKS AND RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
CM.7110.400	PARK	0.00	0.00	0.00	0.00	0.00	0.00
CM.9901.900	INTERFUND TRANSFER	162,000.00	162,000.00	0.00	0.00	162,000.00	0.00
Total Type E	Expense	162,000.00	162,000.00	0.00	0.00	162,000.00	0.00
Total Fund CM	MISCELLANEOUS (SPECIFY)	0.00	0.00	0.00	17,371.41	(17,371.41)	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
D.1001	REAL PROPERTY TAXES	826,853.00	826,853.00	0.00	826,853.00	0.00	100.00
D.1120	NON PROPERTY SALES TAX	2,585,000.00	2,585,000.00	0.00	1,938,750.00	646,250.00	75.00
D.2189	HOME & COMMUNITY SERVICE INCOME	0.00	0.00	0.00	0.00	0.00	0.00
D.2302	SERVICES/OTHER GOVERNMENTS	127,531.00	127,531.00	0.00	140,614.50	(13,083.50)	110.26
D.2303	SALE OF FUEL	0.00	0.00	0.00	0.00	0.00	0.00
D.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
D.2650	SALE OF SCRAP MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
D.2665	SALE OF EQUIPMENT	102,000.00	102,000.00	0.00	41,075.00	60,925.00	40.27
D.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	0.00
D.2701	REFUND PRIOR YEARS EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
D.2797	OTHER LOCAL GOVERNMENTS	0.00	0.00	0.00	0.00	0.00	0.00
D.3501	NYS STATE AID CHIPS	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00
D.3589	OTHER STATE AID	0.00	0.00	0.00	0.00	0.00	0.00
D.4960	FEMA - EMERGENCY DISASTER	0.00	0.00	0.00	0.00	0.00	0.00
D.5031	INTERFUND TRANSFERS	0.00	11,388.87	0.00	11,388.87	0.00	100.00
D.9000	APPROPRIATED FUND BALANCE FOR BUDGET	454,480.00	454,480.00	0.00	0.00	454,480.00	0.00
D.9230	HGWY EQUIP RESERVE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
D.9231	HIGHWAY EQUIPMENT RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
D.9232	HGWY IMPROVEMENT RESERVE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	4,295,864.00	4,307,252.87	0.00	2,958,681.37	1,348,571.50	68.69
D.1710.400	HWY CONTRACTUAL	53,500.00	53,500.00	597.33	19,117.77	34,382.23	35.73

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
D.5130.400.324	MACHINERY	0.00	455.40	0.00	455.40	0.00	100.00
D.5130.400.326	MACHINERY	0.00	530.46	0.00	530.46	0.00	100.00
D.5130.400.327	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.328	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.329	MACHINERY	0.00	104.80	0.00	104.80	0.00	100.00
D.5130.400.332	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.335	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.336	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.340	MACHINERY	0.00	1,227.51	0.00	1,227.51	0.00	100.00
D.5130.400.350	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.351	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.352	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.353	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.354	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.356	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.357	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.358	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.359	MACHINERY	0.00	0.00	361.62	0.00	0.00	0.00
D.5130.400.360	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.361	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.362	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.363	MACHINERY	0.00	4,904.94	299.72	4,904.94	0.00	100.00
D.5130.400.364	MACHINERY	0.00	164.90	0.00	164.90	0.00	100.00
D.5130.400.365	MACHINERY	0.00	239.08	0.00	239.08	0.00	100.00
D.5130.400.366	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.367	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.368	MACHINERY	0.00	164.90	0.00	164.90	0.00	100.00
D.5130.400.401	MACHINERY	0.00	38.90	0.00	38.90	0.00	100.00
D.5130.400.402	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.403	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.410	MACHINERY	200,750.00	200,750.00	10,756.43	68,625.31	132,124.69	34.18
D.5142.130	SNOW REMOVAL	374,340.00	374,340.00	0.00	258,434.45	115,905.55	69.04
D.5142.400	SNOW REMOVAL	400,000.00	400,000.00	0.00	223,136.38	176,863.62	55.78
D.9010.800	NYS RETIREMENT	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00
D.9030.800	SOCIAL SECURITY/MEDICARE	65,000.00	65,000.00	0.00	44,279.75	20,720.25	68.12
D.9040.800	WORKERS COMPENSATION	30,500.00	40,268.87	0.00	40,268.87	0.00	100.00
D.9050.800	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
D.9055.800	DISABILITY INSURANCE	500.00	500.00	0.00	329.40	170.60	65.88
D.9060.810	MEDICAL/DENTAL INSURANCE	117,700.00	117,700.00	0.00	84,474.95	33,225.05	71.77
D.9060.820	HOSPITAL/MEDICAL BUY-OUT	6,000.00	6,000.00	0.00	4,153.68	1,846.32	69.23
D.9060.830	HSA ACCOUNT	32,520.00	34,140.00	0.00	34,140.00	0.00	100.00
D.9060.840	HOSPITAL/MEDICAL RETIREE BENEFIT	31,780.00	31,780.00	0.00	15,132.86	16,647.14	47.62
D.9785.600	LEASE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
D.9785.700	LEASE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.900	TRANSFER HW EQUIPMENT RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.905	TRANSFER HW IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.910	TRANSFER HW SNOW/ICE	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.915	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	4,295,864.00	4,307,252.87	285,178.59	2,188,098.78	2,119,154.09	50.80
Total Fund D	HIGHWAY FUND	0.00	0.00	(285,178.59)	770,582.59	(770,582.59)	0.00
F.2140	WATER RENTS	500,000.00	500,000.00	0.00	467,708.35	32,291.65	93.54
F.2141	TRANSMISSION CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
F.2142	WATER SALES	2,200.00	2,200.00	0.00	708.75	1,491.25	32.22
F.2144	WATER SERVICES/METER SALES	20,000.00	20,000.00	0.00	4,400.00	15,600.00	22.00
F.2146	RETURNED CHECK FEE	0.00	0.00	0.00	0.00	0.00	0.00
F.2148	PENALTY ON WATER	5,000.00	5,000.00	0.00	8,602.27	(3,602.27)	172.05
F.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
F.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	0.00
F.2701	REFUND PRIOR YEARS EXPENSE	0.00	0.00	0.00	48.00	(48.00)	0.00
F.5031	INTERFUND TRANSFERS	395,529.00	395,529.00	0.00	0.00	395,529.00	0.00
F.9000	APPROPRIATED FUND BALANCE FOR BUDGET	30,313.00	246,437.26	0.00	0.00	246,437.26	0.00
Total							

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
Type R	Revenue	953,042.00	1,169,166.26	0.00	481,467.37	687,698.89	41.18
F.1380.400	FISCAL AGENT FEES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
F.1990.400	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.110	WATER ADMINISTRATOR	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.120	SUPERINTENDENT	15,606.00	15,606.00	0.00	10,804.14	4,801.86	69.23
F.8310.131	MOTOR EQUIPMENT	155,306.00	140,306.00	0.00	66,883.90	73,422.10	47.67
F.8310.132	MOTOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.133	CLERK	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.134	LABORER	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.200	EQUIPMENT	12,000.00	145,624.26	0.00	5,345.00	140,279.26	3.67
F.8310.201	PUMP STATION	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.400	MAINTENANCE	2,000.00	2,000.00	500.00	529.90	1,470.10	26.50
F.8310.410	LEGAL SERVICES	1,500.00	1,500.00	0.00	1,000.00	500.00	66.67
F.8310.420	METER READING	16,000.00	16,000.00	0.00	617.81	15,382.19	3.86
F.8310.422	OVERHEAD	0.00	0.00	0.00	0.00	0.00	0.00
F.8310.423	VEHICLE & REPAIR	5,000.00	5,000.00	0.00	35.99	4,964.01	0.72
F.8310.424	TRAINING & MEMBERSHIP DUES	1,500.00	1,500.00	0.00	565.00	935.00	37.67
F.8310.450	ENGINEERING	15,000.00	97,500.00	930.00	35,975.05	61,524.95	36.90
F.8320.400	WATER PURCHASES	425,000.00	425,000.00	1,033.80	145,564.64	279,435.36	34.25
F.8320.420	UTILITIES	51,000.00	51,000.00	1,063.74	27,729.57	23,270.43	54.37
F.8340.440	SERVICES & MAINTENANCE	186,830.00	201,830.00	7,092.69	73,546.74	128,283.26	36.44
F.8340.450	IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
F.8397.200	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
F.9010.800	NYS RETIREMENT	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
F.9030.800	SOCIAL SECURITY/MEDICARE	12,000.00	12,000.00	0.00	5,860.52	6,139.48	48.84
F.9040.800	WORKERS COMPENSATION	5,000.00	5,000.00	0.00	3,039.16	1,960.84	60.78
F.9050.800	UNEMPLOYMENT INSURANCE	500.00	500.00	0.00	0.00	500.00	0.00
F.9055.800	DISABILITY INSURANCE	100.00	100.00	0.00	43.92	56.08	43.92
F.9060.810	MEDICAL/DENTAL INSURANCE	23,200.00	23,200.00	0.00	14,495.87	8,704.13	62.48
F.9060.820	HOSPITAL/MEDICAL BUY-OUT	0.00	0.00	0.00	0.00	0.00	0.00
F.9060.830	HSA ACCOUNT	4,000.00	4,000.00	0.00	3,470.00	530.00	86.75

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
H.1380.400.25	FISCAL AGENT FEES	0.00	50,000.00	0.00	0.00	50,000.00	0.00
H.1380.400.NOTT	FISCAL AGENT FEES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
H.1380.401.25	FISCAL EXP	0.00	15,000.00	0.00	0.00	15,000.00	0.00
H.1420.400.18	ATTORNEY	0.00	0.00	0.00	250.00	(250.00)	0.00
H.1420.400.249B	ATTORNEY	0.00	0.00	125.00	1,265.00	(1,265.00)	0.00
H.1420.400.249C	ATTORNEY	0.00	0.00	0.00	440.00	(440.00)	0.00
H.1420.400.25	ATTORNEY	0.00	10,000.00	0.00	250.00	9,750.00	2.50
H.1420.400.NOTT	ATTORNEY	0.00	2,873.07	0.00	0.00	2,873.07	0.00
H.1420.401.25	ATTORNEY	0.00	25,000.00	0.00	0.00	25,000.00	0.00
H.1440.200.18	ENGINEERING	0.00	0.00	0.00	23,230.00	(23,230.00)	0.00
H.1440.200.25	ENGINEERING	0.00	291,000.00	0.00	276,608.06	14,391.94	95.05
H.1440.201.25	ENGINEERING	0.00	180,000.00	19,599.30	11,922.86	168,077.14	6.62
H.1440.202.25	ENGINEERING	0.00	60,000.00	2,164.02	0.00	60,000.00	0.00
H.1440.203.25	ENGINEERING	0.00	52,500.00	1,082.00	4,990.50	47,509.50	9.51
H.1440.240.17	ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00
H.1440.400.17	ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00
H.1440.400.249B	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
H.1440.400.249C	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
H.1440.400.NOTT	ENGINEERING	0.00	9,682.00	0.00	0.00	9,682.00	0.00
H.1940.200.18	PURCHASE OF LAND	0.00	0.00	0.00	400.00	(400.00)	0.00
H.1989.200.25	ADMINISTRATION	0.00	7,000.00	0.00	500.00	6,500.00	7.14
H.1989.201.25	ADMINISTRATION	0.00	25,000.00	0.00	664.84	24,335.16	2.66
H.1990.400.NOTT	CONTINGENCY	0.00	3,186.00	0.00	0.00	3,186.00	0.00
H.1997.200.25	CONTINGENCY	0.00	735,231.00	0.00	(240.00)	735,471.00	(0.03)
H.5132.200.25	HWY GARAGE	0.00	3,102,069.00	228,723.90	0.00	3,102,069.00	0.00
H.5132.201.25	HWY GARAGE	0.00	428,200.00	4,037.50	0.00	428,200.00	0.00
H.5132.202.25	HWY GARAGE	0.00	490,000.00	11,637.50	0.00	490,000.00	0.00
H.5132.203.25	HWY GARAGE	0.00	454,000.00	37,002.50	0.00	454,000.00	0.00
H.5132.204.25	HWY GARAGE	0.00	75,000.00	730.00	55,319.85	19,680.15	73.76
H.7197.100.17	LABOR	0.00	0.00	0.00	0.00	0.00	0.00
H.7197.240.17	DEVELOPMENT MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
H.8340.240.NOTT	SERVICES & MAINTENANCE	0.00	20,160.67	0.00	0.00	20,160.67	0.00
H.8397.200.NOTT	WATER CAPITAL PROJECTS	0.00	(38,066.05)	0.00	0.00	(38,066.05)	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
H.8597.100.18	DRAIN & STORM, EQUIP & CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
H.8597.200.18	DRAIN & STORM, EQUIP & CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
H.8597.400.18	DRAIN & STORM, EQUIP & CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
H.9730.600.25	BOND ANTICIPATION NOTES	0.00	0.00	0.00	0.00	0.00	0.00
H.9730.700.25	BOND ANTICIPATION NOTES	0.00	0.00	0.00	0.00	0.00	0.00
H.9780.700.NOTT	DEBT SERVICE FROM PUBLIC AUTHORITY	0.00	154.00	0.00	0.00	154.00	0.00
H.9901.900.11	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.12	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.14	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.15	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.16	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.4	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.7	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9903.9.16	TRANSFER/WATER-MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	5,999,989.69	305,101.72	375,601.11	5,624,388.58	6.26
Total Fund H	CAPITAL PROJECTS	0.00	0.00	(305,101.72)	724,398.89	(724,398.89)	0.00
PN.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
PN.9900.9	TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund PN	PERMANANT TRUST - CEMETARY	0.00	0.00	0.00	0.00	0.00	0.00
S.1001	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.1001..241	REAL PROPERTY TAXES	800.00	800.00	0.00	800.00	0.00	100.00
S.1001..241A	REAL PROPERTY TAXES	21,000.00	21,000.00	0.00	21,000.00	0.00	100.00
S.1001..241B	REAL PROPERTY TAXES	128,000.00	128,000.00	0.00	128,000.00	0.00	100.00
S.1001..243	REAL PROPERTY TAXES	88,000.00	88,000.00	0.00	88,000.00	0.00	100.00
S.1001..244	REAL PROPERTY TAXES	3,000.00	3,000.00	0.00	3,000.00	0.00	100.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
S.1001..245	REAL PROPERTY TAXES	800.00	800.00	0.00	800.00	0.00	100.00
S.1001..245A	REAL PROPERTY TAXES	10,850.00	10,850.00	0.00	10,850.00	0.00	100.00
S.1001..245B	REAL PROPERTY TAXES	6,000.00	6,000.00	0.00	6,000.00	0.00	100.00
S.1001..246	REAL PROPERTY TAXES	20,200.00	20,200.00	0.00	20,200.00	0.00	100.00
S.1001..246A	REAL PROPERTY TAXES	2,860.00	2,860.00	0.00	2,860.00	0.00	100.00
S.1001..246B	REAL PROPERTY TAXES	16,000.00	16,000.00	0.00	16,000.00	0.00	100.00
S.1001..247	REAL PROPERTY TAXES	285,000.00	285,000.00	0.00	285,000.00	0.00	100.00
S.1001..247A	REAL PROPERTY TAXES	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00
S.1001..247B	REAL PROPERTY TAXES	15,000.00	15,000.00	0.00	15,000.00	0.00	100.00
S.1001..248	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.1001..248A	REAL PROPERTY TAXES	8,000.00	8,000.00	0.00	8,000.00	0.00	100.00
S.1001..248C	REAL PROPERTY TAXES	64,000.00	64,000.00	0.00	64,000.00	0.00	100.00
S.1001..248D	REAL PROPERTY TAXES	3,918.00	3,918.00	0.00	3,918.00	0.00	100.00
S.1001..249	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.1001..249A	REAL PROPERTY TAXES	6,000.00	6,000.00	0.00	6,000.00	0.00	100.00
S.1030..245A	SPECIAL ASSESSMENT	12,205.00	12,205.00	0.00	12,205.90	(0.90)	100.01
S.1030..246A	SPECIAL ASSESSMENT	17,097.00	17,097.00	0.00	17,098.10	(1.10)	100.01
S.2140..241A	OTHER THAN TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.2140..241B	OTHER THAN TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.2140..246B	WATER RENTS	0.00	0.00	0.00	0.00	0.00	0.00
S.2140..248	OTHER THAN TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.2140..248C	UNPAID WATER BILLS - TAX ROLL	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..241	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..241A	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..241B	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..243	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..244	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..245	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..245A	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..245B	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..246	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..246A	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..247	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..247A	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..247B	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..248	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..248A	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..248C	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
S.2401..249	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
S.8397.200.246A	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
S.8397.200.247	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
S.8397.200.247B	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
S.8397.201.248D	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
S.8397.400.247	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
S.9701.600.246A	SERIAL BONDS CDGA	0.00	0.00	0.00	0.00	0.00	0.00
S.9701.700.246A	SERIAL BONDS CDGA	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.241	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.241A	SERIAL BONDS	15,000.00	15,000.00	0.00	15,000.00	0.00	100.00
S.9710.600.243	SERIAL BONDS	41,000.00	41,000.00	0.00	41,000.00	0.00	100.00
S.9710.600.244	SERIAL BONDS	2,000.00	2,000.00	0.00	2,000.00	0.00	100.00
S.9710.600.245	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.245A	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.245B	SERIAL BONDS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
S.9710.600.246	SERIAL BONDS	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00
S.9710.600.246A	SERIAL BONDS BRISTOL	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
S.9710.600.246B	SERIAL BONDS	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00
S.9710.600.247A	SERIAL BONDS	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00
S.9710.600.247B	SERIAL BONDS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
S.9710.600.248	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.248A	SERIAL BONDS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
S.9710.600.248C	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.249	SERIAL BONDS	3,800.00	3,800.00	0.00	0.00	3,800.00	0.00
S.9710.600.249A	SERIAL BONDS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
S.9710.700.241	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.241A	SERIAL BONDS	1,515.00	1,515.00	0.00	1,515.00	0.00	100.00
S.9710.700.243	SERIAL BONDS	2,050.00	2,050.00	0.00	2,050.00	0.00	100.00
S.9710.700.244	SERIAL BONDS	100.00	100.00	0.00	100.00	0.00	100.00
S.9710.700.245	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.245A	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.245B	SERIAL BONDS	4,166.00	4,166.00	0.00	2,063.00	2,103.00	49.52
S.9710.700.246	SERIAL BONDS	600.00	600.00	0.00	600.00	0.00	100.00
S.9710.700.246A	SERIAL BONDS BRISTOL	42,950.00	42,950.00	0.00	21,475.04	21,474.96	50.00
S.9710.700.246B	SERIAL BONDS	7,657.00	7,657.00	0.00	7,657.00	0.00	100.00
S.9710.700.247A	SERIAL BONDS	250.00	250.00	0.00	250.00	0.00	100.00
S.9710.700.247B	SERIAL BONDS	9,875.00	9,875.00	0.00	4,937.50	4,937.50	50.00
S.9710.700.248	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.248A	SERIAL BONDS	6,037.00	6,037.00	0.00	3,018.75	3,018.25	50.00
S.9710.700.248C	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.249	SERIAL BONDS	162.00	162.00	0.00	0.00	162.00	0.00
S.9710.700.249A	SERIAL BONDS	2,201.00	2,201.00	0.00	1,100.50	1,100.50	50.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
SD.1001..245	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1001..246	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1001..247	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1001..248	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1001..249	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1001..250	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1001..251	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SD.1030..241	SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00
SD.1030..241A	SPECIAL ASSESSMENT	2,052.00	2,052.00	0.00	2,052.75	(0.75)	100.04
SD.1030..243	SPECIAL ASSESSMENT	2,000.00	2,000.00	0.00	2,000.20	(0.20)	100.01
SD.1030..244	SPECIAL ASSESSMENT	3,003.00	3,003.00	0.00	3,002.88	0.12	100.00
SD.1030..245	SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00
SD.1030..246	SPECIAL ASSESSMENT	2,003.00	2,003.00	0.00	2,002.56	0.44	99.98
SD.1030..247	SPECIAL ASSESSMENT	1,500.00	1,500.00	0.00	1,500.24	(0.24)	100.02
SD.1030..248	SPECIAL ASSESSMENT	5,000.00	5,000.00	0.00	5,000.55	(0.55)	100.01
SD.1030..249	SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00
SD.1030..250	SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00
SD.1030..251	SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..241	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..241A	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..243	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..244	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..245	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..246	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..247	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..248	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..249	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..250	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.2401..251	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD.5031..241	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
SD.9000..241	APPROPRIATED FUND BALANCE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
SD.9000..243	APPROPRIATED FUND BALANCE FOR BUDGET	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
SD.9000..244	APPROPRIATED FUND BALANCE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
SD.9000..246	APPROPRIATED FUND BALANCE FOR BUDGET	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00
SD.9000..247	APPROPRIATED FUND BALANCE FOR BUDGET	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
SL.9230..241	FOR						
SL.9230..242	TAX STABILIZATION RESERVE FOR	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	17,043.00	17,403.00	0.00	11,393.00	6,010.00	65.47
SL.1990.400.241	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
SL.1990.400.242	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
SL.1990.400.243	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
SL.1990.400.244	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
SL.1990.400.245	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
SL.5110.400.241	ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0.00
SL.5110.400.242	ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0.00
SL.5110.400.243	ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0.00
SL.5110.400.244	ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0.00
SL.5110.400.245	ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0.00
SL.5182.200.241	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00
SL.5182.200.242	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
SL.5182.240.244	UTILITIES - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
SL.5182.400.241	UTILITIES ELECTRIC	1,800.00	1,800.00	126.65	1,146.21	653.79	63.68
SL.5182.400.242	UTILITIES ELECTRIC	13,500.00	13,500.00	836.04	6,543.66	6,956.34	48.47
SL.5182.400.243	UTILITIES ELECTRIC	393.00	393.00	0.00	0.00	393.00	0.00
SL.5182.400.244	UTILITIES-ELECTRIC	0.00	360.00	21.64	194.82	165.18	54.12
SL.5182.400.245	UTILITIES ELECTRIC	1,350.00	1,350.00	231.25	817.53	532.47	60.56
SL.5182.401.242	STREET LIGHTING MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	17,043.00	17,403.00	1,215.58	8,702.22	8,700.78	50.00
Total Fund SL	LIGHTING DISTRICTS	0.00	0.00	(1,215.58)	2,690.78	(2,690.78)	0.00
SS.1030..241	SPECIAL ASSESSMENTS..PURDY/MOBILE ROAD	18,210.00	18,210.00	0.00	18,209.74	0.26	100.00
Total Type R	Revenue	18,210.00	18,210.00	0.00	18,209.74	0.26	100.00
SS.9710.600.241	SERIAL BONDS	18,210.00	18,210.00	0.00	0.00	18,210.00	0.00
SS.9710.700.241	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	18,210.00	18,210.00	0.00	0.00	18,210.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 8

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
Total Fund SS	SANITARY SEWER	0.00	0.00	0.00	18,209.74	(18,209.74)	0.00
TE.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
TE.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund TE	PRIVATE PURPOSE TRUST-CEMETARY	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..10	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..11	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..12	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..14	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..16	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..20	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..3	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..4	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..7	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.10	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.11	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.12	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.14	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.16	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.20	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.3	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.4	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.7	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund V	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total		0.00	0.00	(676,732.61)	1,447,449.59	(1,447,449.59)	0.00

TOWN OF CANANDAIGUA
CASH SUMMARY
August 31, 2017

FUND #	No.	FUND ACCOUNT	8/31/2017 BALANCES	CNB #4425				
				PETTY CASH	CNB #4328 DIST. ACCT.	CNB #4476 INVEST ACCT.	CNB #4670 PARKS FUND	TRUST & AGENCY
A	200	CASH - CHECKING	8,152.51		8,152.51			
A	202	CASH - INVESTMENTS	2,131,250.77			2,131,250.77		
A	210	PETTY CASH	250.00	250.00				
A	230	CASH - C/T RESERVE - INVESTMENT	-					
A	231	CASH - CONTINGENT/TAX RESERVE	535,000.00			535,000.00		
A	232	CASH - REPAIR RESERVE - INVESTMENT	155,000.00			155,000.00		
A	233	CASH - TECHNOLOGY RESERVE - INVESTMENT	57,402.97			57,402.97		
A	234	CASH - OPEN SPACE RESERVE - INVESTMENT	510,000.00			510,000.00		
A	235	CASH - NYS EMPLOYEE SYST RES. - INVESTMENT	225,000.00			225,000.00		
A	236	CASH - CAMPUS RESERVE	-			-		
CM	201	CASH	664,729.24				664,729.24	
D	200	CASH - CHECKING	-					
D	202	CASH - INVESTMENTS	1,661,386.85			1,661,386.85		
D	230	CASH - HIGHWAY EQUIP. RESERVE - INVESTMENTS	375,000.00			375,000.00		
D	231	CASH - HIGHWAY EQUIP. RESERVE	-			-		
D	232	CASH - HIGHWAY IMP. RES. - INVESTMENTS	375,000.00			375,000.00		
D	233	CASH - HIGHWAY IMP. RES.	-			-		
D	235	CASH - SNOW/ICE RM/RD REPAIR RESERVE	200,000.00			200,000.00		
F	200	CASH - CHECKING	(764.70)		(764.70)			
F	202	CASH - INVESTMENTS	1,437,245.83			1,437,245.83		
H	200	CASH - CHECKING	(24,033.06)		(24,033.06)			
H	202.18	CASH - SUCKER BROOK PROJECT	72,312.94			72,312.94		
H	202.25	CASH - HWY FACILITY PROJECT	711,181.51			711,181.51		
H	202.NOTT	CASH - NOTT ROAD CAPIAL PROJECT	-			-		
H	202.249B	CASH - COUNTY RD. 32 W1	49,900.00			49,900.00		
H	202.249C	CASH - WATER DISTRICT EXT 1 #42	49,575.00			49,575.00		
S	200	CASH - CHECKING	-			-		
S	202.241	CASH - INVESTMENTS - NOTT RD. EXT. #6 WATER	2,534.37			2,534.37		
S	202.241A	CASH - INVESTMENTS - ANDREWS-NORTH RD WATER	284.81			284.81		
S	202.241B	CASH - INVESTMENTS - CANADAIGUA-FARMINGTON WATEF	(13,853.64)			(13,853.64)		
S	202.243	CASH - INVESTMENTS - EXT. 8 WEST LAKE SOUTH	51,765.33			51,765.33		
S	202.244	CASH - INVETMENTS - EXT. 9 CRAMER RD. WATER	1,389.34			1,389.34		
S	202.245	CASH - INVESTMENTS - PARRISH STREET WATER	3,304.39			3,304.39		
S	202.245A	CASH - INVESTMENTS - WEST LAKE WATER (BENEFIT BASIS)	24,747.15			24,747.15		
S	202.245.B	CASH - INVESTMENTS - MCINTYRE RD. WATER	6,463.19			6,463.19		
S	202.246	CASH - INVESTMENTS - EXT. 10 WYFELLS RD.	9,215.76			9,215.76		
S	202.246A	CASH - INVESTMENTS - CANADAIGUA-BRISTOL JOINT WATE	47,954.51			47,954.51		
S	202.246B	CASH - INVESTMENTS - EMERSON ALLEN TL RD. WATER	155.53			155.53		
S	202.247	CASH - INVESTMENTS - CANADAIGUA CONSOLIDATED	282,603.40			282,603.40		
S	202.247A	CASH - INVESTMENTS - EXT. 11 ADAMS RD. WATER	8,869.01			8,869.01		
S	202.247.B	CASH - INVESTMENTS - EXT. 36 COUNTY RD. #30 WATER	10,062.50			10,062.50		
S	202.248	CASH - INVESTMENTS - RISSER RD. WATER	365.67			365.67		
S	202.248A	CASH - INVESTMENTS - HOPKINS-GRIMBLE WATER	16,757.09			16,757.09		
S	202.248C	CASH - INVESTMENTS - CANANDAIGAU HOPEWELL WATER	9,049.88			9,049.88		
S	202.248D	CASH - INVESTMENTS - HICKOX ROAD WATER DISTRICT	3,918.00			3,918.00		
S	202.249	CASH - INVESTMENTS - PARRISH RD. EXT. WATER	14,511.96			14,511.96		
S	202.249A	CASH - INVESTMENTS - NOTT RD. EXT. #40 WATER	3,949.96			3,949.96		
SD	200	CASH - CHECKING	(700.00)		(700.00)			
SD	202.241	CASH - INVESTMENTS - RT. 332 DRAINAGE	170,790.12			170,790.12		
SD	202.241A	CASH - INVESTMENTS - LAKEWOOD MEADOWS DRAINAGE	26,812.31			26,812.31		
SD	202.243	CASH - INVESTMENTS - ASHTON DRAINAGE	13,294.91			13,294.91		
SD	202.244	CASH - INVESTMENTS - FOX RIDGE DRAINAGE	32,132.94			32,132.94		
SD	202.245	CASH - INVESTMENTS - LANDINGS DRAINAGE	9,423.87			9,423.87		
SD	202.246	CASH - INVESTMENTS - OLD BROOKSIDE DRAINAGE	14,993.64			14,993.64		
SD	202.247	CASH - INVESTMENTS - LAKESIDE ESTATES DRAINAGE	7,990.78			7,990.78		
SD	202.248	CASH - INVESTMENTS - WATERFORD POINT DRAINAGE	10,848.12			10,848.12		
SD	202.249	CASH - INVESTMENTS - STABLEGATE DRAINAGE	18,073.73			18,073.73		
SF	200	CASH - CHECKING	-			-		
SF	202.241	CASH - INVESTMENTS - FIRE PROTECTION DISTRICT	94,726.06			94,726.06		
SL	200	CASH - CHECKING	-			-		
SL	202.241	CASH - INVESTMENTS - CENTERPOINT LIGHTING	2,478.07			2,478.07		
SL	202.242	CASH - INVESTMENTS - FOX RIDGE LIGHTING	9,739.70			9,739.70		
SL	202.243	CASH - INVESTMENTS - LANDINGS LIGHTING	862.18			862.18		
SL	202.244	CASH - INVESTMENTS - LAKEMEADOW LIGHTING	4,242.95			4,242.95		
SL	202.245	CASH - INVESTMENTS - FALLBROOK PARK LIGHTING	7,150.92			7,150.92		
SS	202.241	CASH - INVESTMENTS - PURDY ROAD SEWER	18,209.74			18,209.74		
TA	200	CASH	313,243.13					313,243.13
TE	202	CASH - INVESTMENTS	75,586.69			75,586.69		
V	202.3	CASH - INVESTMENTS - Parrish Rd. Ext. #13	-			-		
			10,507,537.93	250.00	(17,345.25)	9,546,660.81	664,729.24	313,243.13
BANK STATEMENT BALANCES			10,582,117.41	250.00	47,113.82	9,546,686.82	664,729.24	323,337.53
DEPOSITS IN TRANSIT			26.01		-	-		26.01
OUTSTANDING CHECKS (Schedule attached)			(74,605.49)		(64,459.07)	(26.01)		(10,120.41)
IDENTIFIED DIFFERENCES TO BE ADJUSTED			-		-	-		
OUTSTANDING TRANSFER			-					
BALANCE ON KVS BOOKS			10,507,537.93	250.00	(17,345.25)	9,546,660.81	664,729.24	313,243.13

CLIENT MEMO

To: Canandaigua Town Board Date: September 11, 2017

Client: Town of Canandaigua

From: Bob Fox and Tina DeNigro

August 2017 Revenue/Expense Control Report for Board

We are providing you with the August 2017 Revenue/Expense Control Reports as of August 31, 2017.

EXECUTIVE SUMMARY

BALANCE SHEET

- Bank statements have been reviewed and reconciled as of August 31, 2017

REVENUES

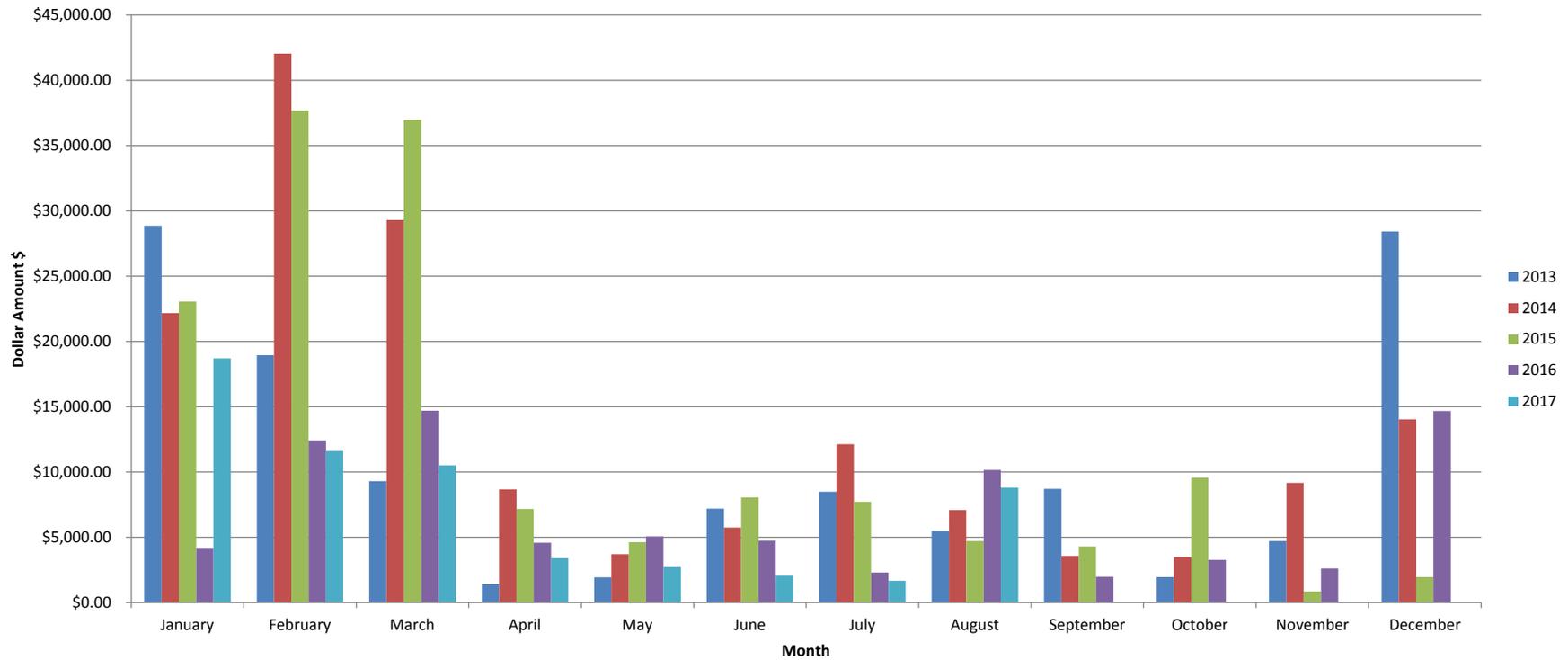
- Receipts recorded for July totaled \$1,285,989.24 and major receipts include the following:
 - Town Clerk - \$162,927.18 - including \$134,072.86 in water revenues, and \$16,431 in park and recreation fees
 - Sales Tax - \$1,040,104.23
 - Development Office - \$5,825.50 applied against accounts receivable.
 - Justice Fines & Fees- \$17,487.50
 - Recycling - \$2,250.93
 - Franchise Fees - \$39,572.54
 - Donation - \$2,100.00
 - Surety - \$10,131.70
 - Other - \$5,589.66

EXPENDITURES

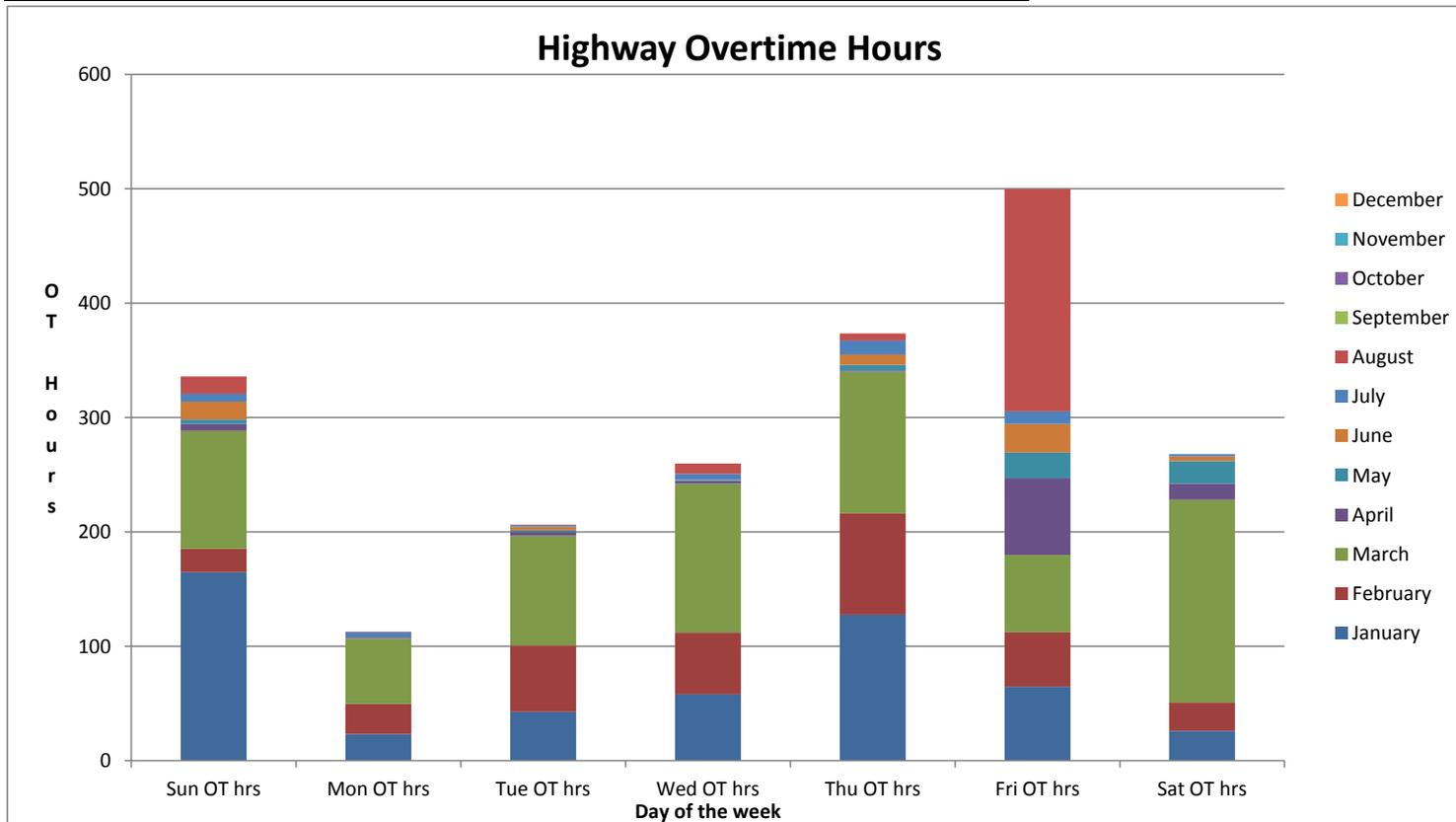
- We would expect the available balances in each fund to be about 33.36% at the end of August.
 - General Fund – Expenditures to date are \$2,724,979.24 against a revised budget of \$4,408,293.55 which leaves 38.19% available.
 - Highway Fund – Expenditures to date are \$2,188,098.78 against a revised budget of \$4,307,252.87 which leaves 49.2% available.
 - Water Fund – Expenditures to date are \$395,507.21 against a revised budget of \$1,169,166.26 which leaves 66.17% available.

	2013	2014	2015	2016	2017
January	\$28,862.28	\$22,155.51	\$23,046.67	\$4,183.58	\$18,707.18
February	\$18,935.61	\$42,035.88	\$37,674.78	\$12,418.13	\$11,601.64
March	\$9,287.84	\$29,302.83	\$36,977.77	\$14,682.85	\$10,491.75
April	\$1,401.60	\$8,649.62	\$7,173.22	\$4,584.14	\$3,402.95
May	\$1,914.73	\$3,707.54	\$4,618.01	\$5,061.36	\$2,715.51
June	\$7,188.71	\$5,730.26	\$8,040.67	\$4,741.15	\$2,060.55
July	\$8,475.63	\$12,116.04	\$7,718.19	\$2,298.19	\$1,664.52
August	\$5,479.85	\$7,085.96	\$4,720.03	\$10,152.84	\$8,794.31
September	\$8,704.27	\$3,575.99	\$4,299.72	\$1,962.98	
October	\$1,948.35	\$3,476.09	\$9,558.24	\$3,273.32	
November	\$4,708.75	\$9,158.92	\$844.76	\$2,596.51	
December	\$28,423.96	\$14,038.96	\$1,957.16	\$14,667.81	

**Overtime Amounts for All Employees
2013-2017**



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January	164.75	23	42.5	58	127.5	64.75	26
February	20.5	26.5	58	54	88.5	47.5	25
March	103	56.5	96	130	124	67.5	177
April	6	0	3.5	2.5	1	67	14
May	4	0	1.5	0.5	5	22.5	20
June	15.5	1	3	0.5	9	25	4
July	7	5.25	1	5.25	12	11	2
August	15	0.5	0.5	9	6.5	194.5	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
	335.75	112.75	206.00	259.75	373.50	499.75	268.00



ATTACHMENT 2

September 11, 2017

TO: Town Board, Town of Canandaigua
FR: Environmental Conservation Board
RE: Monthly Report – September, 2017

Referrals from the Town Board

Town Board Resolution #2017-291

Text Code Amendment to Town Code Chapter 220-9

Remove language prohibiting decks and porches on Accessory Structures

ECB Comments: None

Town Board Resolution #2017-292

Text Code Amendment to Town Code Chapter 174-32

Allow the Town Manager approval of sureties under \$20,000

ECB Comments: None

Town Board Resolution #2017-293

Setting a Public Hearing on a proposed Conservation Easement

at 2235 County Road 28

ECB Comments: The Dewey property on County Road 28 is a gorgeous tract of land worthy of preservation with the caveat that the Town Board assures that the Conservation Easement is thoroughly considered and that the responsibilities of its future maintenance and provisions for enforcement are well established.

Summer program: “Aquatic Invasive Species Identification and Prevention”

The Summer Program on Aquatic Invasive Species which was held on August 10, 2017, at Onanda Park and attended by 30 participants, an increase from the 2016 program attendance of 12 participants. Our partnership with the CLWA in promoting this program and the inclusion of promotional material in the mailing of approximately 2,400 water bills to Town residents in advance of the program, we believe had an impact in the increased participation level. The ECB continues to review all options available in the Town to enhance public education and outreach.

Fall Newsletter

In keeping with our partnering efforts with other organizations, Kevin Olvany, Watershed Council Manager, has agreed to submit an article on Natural Capital for the upcoming newsletter. We are eager to explore and share thoughts on natural resource protection through the newsletter. Other environmental topics for consideration in 2018 are: Water Quality, Habitat, Food Recycling, Landfill Closing, New Town Laws regarding the environment.

2018 Projects Plan

The ECB is beginning to review options for inclusion in our 2018 Projects Plan. We are considering several new programs for next year.

Member Reports

As most of our members are represented on other committees and teams, we have been able to inform ourselves of most activities in the Town. This representation not only benefits our board but the committees and teams on which

we sit. Exchange of information is an important opportunity for us to keep abreast of issues that may effect natural resource protection. In keeping with this intention, Ms. Hooker has recently been asked to join the County's **County**

2

Road 16 Planning Study Steering Committee in its consideration of County Road 16 from the recreational and safety points of view, and to recommend a master plan for future maintenance and improvements of the road.

A complete record of our Sept 7th meeting minutes can be found on the Town's website.

Respectfully submitted,

Joyce Marthaller, Chairperson
Environmental Conservation Board

cc: ECB Members
Doug Finch, Town Manager

ATTACHMENT 3

September 11, 2017

To: Town Board

From: Oksana Fuller
Chair, Town Events Committee

The next Events Committee meeting is Thursday, September 14 at 10 am.

We are in the final planning stages for the Square Dance which will be held on Friday, October 13 from 7 – 9:30 pm at the Canandaigua City Fire Hall on Main Street. Mike Callahan, a professional caller will again participate. The City is providing the venue and the Town Events Committee is providing refreshments, decorations, the caller, etc.

We applied and received a gift card from Wegmans Corporate to use for refreshments for the Square Dance and Halloween@Onanda. Thank you, Wegmans.

Halloween@Onanda is also in planning stages. The following organizations have agreed to participate and we are waiting to hear from others: Rotary, Kiwanis, Wood Library, Cheshire Community Action Team (CCAT), Town Development Office with MRB, Kevin Reynolds with his Magic Bubbles...

The Events Committee has a preliminary idea for an exciting event for next year's Town of Canandaigua Day at the Ontario County Fair, which we will be discussing on Thursday.

Posters for the Square Dance and Halloween@Onanda are included with this report.

Thank you,
Oksana Fuller

Square Dance

FREE Family Event

Friday, October 13, 2017 from 7 – 9:30 pm

Canandaigua Fire Hall – 335 South Main Street



Mike Callahan – Professional Caller

Light Refreshments

Sponsored by the Town and City of Canandaigua

Come Join the Fun!!!

Town of Canandaigua

Halloween @ Onanda



Saturday, October 28

3 - 5 PM

Onanda Park – Lakeside Cabins

Trick/Treating, Refreshments, Games, Crafts, Stories, Bubble Magic

Town of Canandaigua Special Events Committee – Halloween @ Onanda Park Saturday, October 28, 2017 from 3-5 pm

Dear Sponsors from 2016 Halloween @ Onanda Park,

We are starting to plan the 2017 event and would appreciate your participation again this year. If you are interested, please review the details below and let me know as soon as possible of your interest. We are changing the hours this year from 3 – 5 pm (two hour window versus 3 hours in 2016). This will give everyone time to dismantle displays before dark.

Details for “sponsors” of this free family event are as follows:

1. This event will be held **RAIN OR SHINE**. Please dress appropriately for an **OUTDOOR** event.
2. The event will be held on the lakeside...cabins and pavilion.
3. Choosing and decorating with a Halloween theme the **OUTSIDE** of your cabin at Onanda Park.
4. Decorating the cabins can be done anytime on Saturday, October 28th. Onanda Park has been reserved for this Halloween event. The Events Team will be at the park at noon. If you need help before noon, please contact us.
5. Provide treats. It does not have to be just candy...items relevant to your organization, school supplies, activity, etc. This is the Town’s second Halloween event. Last year, we had between 300/400 people attend. This number included parents. Be prepared.
6. Participating Sponsors should dress in costume...nothing too scary 😊
7. Bring and post a sign showing who is sponsoring the cabin.
8. We are focusing our event to Primary and Elementary school children.
9. Parking for the event will be in the upland parking lot. Handicapped parking will be lakeside.
10. Cabin sizes differ. Sponsors are encouraged to view their cabin ahead of time. All cabins are numbered and named. The Events Committee would be happy to organize a weekend or week day for a preview at Onanda Park. Contact information is listed below. Or, check them out at your convenience.
11. Costs for this event are whatever the sponsors would like to spend.
12. Time commitment for this event...Decorating the cabin any time on Saturday, 2 or 3 people from sponsoring organization at the event from 2:30-6 pm, taking down decorations and participating in a quick cleanup. Sponsors can park lakeside during the decorating phase. Please park on the upland area during the event. After the event, sponsors can again park lakeside to dismantle their decorated cabin.
13. The Sheriff’s department will have an officer on duty to direct people to parking and then to the park event. The committee will have people directing parking, as well as lakeside to cabins.
14. The Events Committee will produce and hand-out an informational “bookmark,” listing all the cabins and sponsors.
15. Wegmans was kind to sponsor refreshments...coffee, water, cider, apples, donut holes, cheese sticks, pretzels, etc.
16. **This is a list of sponsors and cabins from last year’s event...you may request a different cabin.**

- #21 **Rotary Pavilion** – Wegmans Refreshments
- #16/17 **Wacona** (Arts and Crafts building) – Wood Library
- #14 **Haeho** – Town Clerk’s office
- #13 **Wequash** – Town Development Office
- #12 **Hayowentha** – Rotary
- #11 **Wapoos** – Town Highway and Water department
- #8 **Babcock Hall** – MRB Group
- #5 **Tilipe** – Kiwanis
- #4 **Crouch Hall** – Storytelling and Slide Show
- #3 **Abode** – Town Parks and Recreation Committee
- #2 **Little House** - Cheshire Community Action Team (CCAT)

Onanda Park map - <http://townofcanandaigua.org/documents/files/Onanda%20Park%20Map.jpg>

Thank you,

Oksana Fuller, Town Events Committee

lffemc@rit.edu Home: 585-394-2949 Mobile: 585-259-4458

ATTACHMENT 4



For TERACAI Internal Use Only:
PO #: _____
Sales Order #: _____

Autotask Contract #: Case #

Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), by and between Teracai Corporation, a New York corporation with its principal offices at 217 Lawrence Road East, North Syracuse, NY 13212, and any of its affiliates or related entities (“TERACAI”) and _____, a _____ with its principal offices at _____ (“CUSTOMER”) (Collectively referred to herein as the “Parties”)

NOW, THEREFORE, in exchange for the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties mutually agree as follows:

1. Terms and Conditions

This Agreement and the TERACAI Terms and Conditions of Sale, located at www.teracai.com/TeracaiTerms (the “Terms and Conditions”) which are incorporated into this Agreement as if fully set forth herein, contain the terms and conditions of the relationship between the Parties. The terms of any contract for services from TERACAI will be contained in this Agreement, the Terms and Conditions and one or more separate agreements (each, a “Related Agreement”), including but not limited to, a Statement of Work (the “Statement of Work”, or “SOW”), or a Change Order (the “Change Order”). The provisions of this Agreement and the Terms and Conditions shall be incorporated into each Related Agreement. In the event of a specific conflict between the provisions of this Agreement, the Terms and Conditions or any Related Agreement(s), the conflict will be resolved by giving precedence in the following order: (i.) the Change Order; (ii.) the Statement of Work; (iii.) the Master Services Agreement; and (iv.) the Terms and Conditions.

2. Services

TERACAI will perform the services and provide the related deliverables (collectively, the “Services”) as specified in a Statement of Work, in the form attached hereto as Attachment A, or other Related Agreement.

3. Change Orders

In the event CUSTOMER desires to change the scope of a project it must notify the TERACAI Project Manager of the desired changes, notification can be verbal or written. TERACAI shall submit a change order request (“Change Order Request”), in the form attached hereto as Attachment B, outlining the scope of services and any additional fees. CUSTOMER shall



accept the Change Order Request by written notice to TERACAI within five (5) days, otherwise it will be deemed to be rejected. No Change Order Request shall be binding and no work will commence unless signed by both Parties. Notwithstanding the foregoing, TERACAI shall reserve the right to reject any Change Order Request for any reason in its sole and absolute discretion.

4. Delivery & Acceptance

TERACAI will complete the Services according to the delivery schedule and in conformance with the Statement of Work.

Upon completion of the Services, TERACAI will submit a "Completion Document," in the form attached hereto as Attachment C, to CUSTOMER. CUSTOMER shall return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If CUSTOMER reasonably believes that TERACAI failed to substantially complete the Services in accordance with the Statement of Work, CUSTOMER shall notify TERACAI in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from CUSTOMER'S receipt of the Completion Document. In the event CUSTOMER notifies TERACAI that it is rejecting the Services or any portion thereof, TERACAI shall have thirty (30) days to cure any alleged deficiency in the Services, at which time TERACAI shall resubmit the Completion Document to CUSTOMER. If TERACAI does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of the CUSTOMER'S receipt thereof, the absence of CUSTOMER'S response will constitute CUSTOMER'S acceptance of the Services and a waiver of any right of rejection.

5. Cooperation

When performing Services at CUSTOMER'S premises, TERACAI team members will abide by CUSTOMER'S rules, regulations, policies, and procedures that are generally applicable to personnel using CUSTOMER'S premises. Copies of such rules, regulations, policies, and procedures will be provided by CUSTOMER to TERACAI within a reasonable timeframe prior to the commencement of any Services.

6. Payment

TERACAI will invoice CUSTOMER monthly for Services as they are completed. All amounts payable under this Agreement or any Related Agreement shall, unless otherwise specifically set forth therein, be payable net thirty (30) days from the date of TERACAI'S invoice.

(a) During the term of this Agreement CUSTOMER shall pay to TERACAI compensation for Services rendered. The pricing for such Services are detailed in the Statement of Work and any Related Agreement. Upon termination of this Agreement for any reason, all unpaid amounts due for Services completed, and for expenses incurred, prior to termination shall be immediately paid. TERACAI may not increase its hourly rate during the term of a



Statement of Work. However, TERACAI may adjust its rates prior to entering into any new Statement of Work.

- (b) CUSTOMER shall reimburse TERACAI for the reasonable and necessary expenses properly incurred by TERACAI (as defined within the scope of each Statement of Work) in the course of performing Services hereunder against receipt by CUSTOMER of documentation supporting such costs. Compensation and reimbursement of expenses will be paid by CUSTOMER, due upon receipt, as and when included on the invoice.
- (c) CUSTOMER shall reimburse TERACAI for any additional expenses incurred by TERACAI as a result of CUSTOMER postponing or changing scheduled Services or if the facility is not available and/or ready at the scheduled time. CUSTOMER will also be invoiced for any labor hours that are not cancelled seventy two (72) hours prior to Services being performed.
- (d) CUSTOMER shall be responsible for payment of all applicable taxes and fees related to the Services, including, but not limited to, sales and use taxes, franchise and excise taxes, access fees, universal service fees, 911 services fees and handicapped service fees. Notwithstanding the preceding, CUSTOMER shall not be responsible for any taxes for which it has provided a valid exemption certificate.
- (e) Invoices shall be prepared by TERACAI and will be submitted to CUSTOMER no less frequently than once monthly.

7. Confidentiality

- (a) Confidential Information” shall mean all information disclosed or delivered by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any manner, whether or not marked or designated as confidential. As used herein Confidential Information includes, without limitation, one or more of the following types of information: conversations, documents, data, reports, business plans, inventions, business proposals, pricing models, forms, financial information, contracts, trade secrets, customer lists, prospective customers, business forecasts, sales & marketing techniques, mailing lists, accounting and business methods, costs, product development, inventory, services, software, applications, computer systems, databases, flow charts, graphics, drawings, photographs, know-how, the identity of customers, suppliers and contractors, any information or arrangements pertaining to such customers, suppliers and contractors, training methods, testing & production procedures, company history, and any other similar or proprietary information relating to the Disclosing Party. Confidential Information shall include the information described in the preceding sentence however embodied.
- (b) The Receiving Party agrees to hold the Confidential Information in strict confidence and will use such information only for the purpose of evaluating and considering potential business relationships and/or transactions between TERACAI and CUSTOMER. Receiving Party shall take all reasonable and necessary steps to guard against the unauthorized dissemination, use or disclosure of the Confidential Information and to handle the Confidential Information with the same degree of care used to protect its own Confidential Information, but in no event less than reasonable care.



- (c) The Receiving Party shall not at any time or in any manner, either directly or indirectly, divulge, communicate, use, exploit or disclose the Confidential Information to any third party without written authorization from the Disclosing Party. The Receiving Party shall carefully restrict access to any Confidential Information received from the Disclosing Party to those of its employees, officers, directors, partners, attorneys, accountants and other representatives, who clearly need such access in order to participate on behalf of the Receiving Party in connection with the administration of this Agreement. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to this paragraph that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.
- (d) Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed by a Receiving Party to the extent required by law, provided that the Receiving Party notifies the Disclosing Party prior to such disclosure so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.
- (e) Confidential Information of the Disclosing Party shall not include, and no obligations shall be imposed regarding information that the Receiving Party can demonstrate: (a) is or becomes thereafter available to the public through no breach of this Agreement; (b) is in the possession of the Receiving Party at the time of disclosure and is not acquired, directly or indirectly, from the Disclosing Party; (c) is lawfully obtained by a third party without confidentiality restriction on the third party's rights; (d) is independently developed by or for the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) is disclosed pursuant to governmental or judicial requirement.
- (f) All Confidential Information disclosed under this Agreement (including all copies thereof, and any information in computer software or held in electronic storage media), and any derivative works or improvements on or to the Confidential Information, is and shall remain the sole property of the Disclosing Party and shall be returned to the Disclosing Party, or destroyed at their option, promptly upon Disclosing Party's request and direction. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
- (g) The Parties hereto agree that this Agreement does not create a partnership, joint venture or any other business arrangement or rights, nor does it impose upon a party any obligation to disclose Confidential Information to the other. No rights or licenses under any trademarks, inventions, copyrights, patents or other intellectual property are implied or granted under this Agreement.
- (h) This Agreement does not restrict either party from developing, improving, or marketing competitive products or services, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development, improvement,



and/or marketing efforts. Furthermore, neither party is under any obligation to pursue any transaction or business relationship with the other as a result of Receiving Party's review of the Confidential Information.

- (i) The Receiving Party understands and acknowledges that the Confidential Information is being provided "As Is" and without representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

8. Cost Structure

All Services and the fees associated to those Services will be outlined in the Statement of Work and/or Billing Schedule. In addition, TERACAI will bill CUSTOMER for travel and expenses related to Services performed outside a fifty (50) mile radius from TERACAI'S Service Center. Travel and expenses will be invoiced based on actual costs to TERACAI, however, mileage will be invoiced at the then-current standard mileage rate as determined by the IRS.

9. Term and Termination

This Agreement shall expire two (2) years after the Effective Date referenced above, however, this Agreement shall automatically renew for additional one (1) year terms provided that neither party has sent a notice of nonrenewal to the other party at least sixty (60) days prior to expiration of the term, or that neither party has exercised its termination rights hereunder. Additionally, the Receiving Party's obligations under this Agreement with regard to confidentiality shall survive expiration of the Agreement between the Parties, and shall be binding upon the Receiving Party, and their heirs, successors and assigns for a period of five (5) years thereafter. Upon expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

- (a) The obligations of TERACAI to provide Services shall terminate upon the mutual agreement of the Parties hereto.
- (b) In the event that any Payment is not paid to TERACAI within thirty (30) days of its due date, TERACAI may at its sole discretion suspend the performance of Services hereunder or immediately terminate this Agreement, without any liability to CUSTOMER.
- (c) This Agreement may be terminated by either party without cause upon ninety (90) days written notice, sent by the terminating party by certified mail, return receipt requested, to the other party. Such Termination shall not affect any existing obligation by TERACAI and Customer under any Related Agreement and Customer shall make payments in full up and through the Termination Date
- (d) CUSTOMER may terminate all or any part of this Agreement in the event TERACAI fails to cure within thirty (30) days of receiving written notice of any of the following conditions:



- TERACAI has substantially failed to implement Services as agreed in writing
- TERACAI'S inability to resolve reasonable complaints, as detailed by CUSTOMER in writing, to the satisfaction of CUSTOMER

(e) All Payments must be made to TERACAI regardless of how this Agreement is terminated, as provided in Section 6(a) of this Agreement.

10. Insurance

At all times while performing Services pursuant to the terms of this Agreement, TERACAI agrees to procure and maintain sufficient Insurance Coverage. Upon request TERACAI shall provide CUSTOMER with copies of Certificates of Insurance evidencing that such coverage is in full force and effect.

11. Non-Solicitation

Neither Party shall, during this Agreement and for a period of one (1) year immediately following expiration of this Agreement, either directly or indirectly, recruit, retain or employ, or solicit for employment by others, or otherwise encourage or facilitate the departure of any of the other Party's employees, officers or directors for the purpose of any participation or employment in any business or venture, without the written consent of the other Party.

If either Party breaches its obligations under this Section 11 within the restricted period, it is agreed that the non-defaulting Party shall suffer damages, and that the defaulting Party shall pay the non-defaulting Party as liquidated damages an amount equal to one full year's compensation (including the total value of all benefits and taxes) of what the non-defaulting Party paid the employee for the last 12 months, within fifteen (15) days of the start date of such employee.

12. Notices.

All notices shall be sent by overnight courier, registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses provided herein. Each Party shall provide the other with written notice of any change of address in accordance with this Section.

13. Entire Agreement

This Agreement, the Terms and Conditions and any Related Agreements constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Agreement may not be amended without the written consent of the Parties.



14. Enforceability.

This Agreement shall be binding upon the Parties and their respective heirs, successors, assigns and representatives.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized and empowered representatives as of the Effective Date.

Required Information:

CUSTOMER Name:	TERACAI Corporation
Address:	Address:
City:	City:
Name of Person Signing:	Name of Person Signing:
Title of Person Signing :	Title of Person Signing:
Signature:	Signature:



Quote#	40069727	Prepared By:	Pete Vagnone
Expires:	09/02/2017		315-883-3566 pvagnone@teracai.com

Requested By:	Ship To:	Bill To:
Town of Canandaigua James Fletcher Fax:	James Fletcher 5440 Route 5 & 20 West Canandaigua, NY 14424 United States	James Fletcher 5440 Route 5 & 20 West Canandaigua, NY 14424 United States

QTY	TC Part No.	Description	Unit Price	Ext Price
20	207338	PARTNER SERVICES Professional Services Level 1 - 1 Hour One-time engagement that discovers vulnerabilities for internal and external-facing IP-connected systems. Reporting includes detailed findings and executive level summary reporting to aid in post-scan remediation planning. Contract Number NYS PT64252	\$142.50	\$2,850.00
			Subtotal	\$2,850.00
Payment Terms: 30 Days			Combined Subtotals	\$2,850.00
			Tax	\$0.00
			TOTAL PURCHASE PRICE	\$2,850.00
			(Purchase Order Must Be For This Amount)	

Shipping Information

Priority GROUND
Carrier UPS

Terms Prepaid & Add
FOB Origin/Shipping

Terms & Conditions

Shipping Information:

Billing Your Freight Carrier's Account: In order to accommodate your shipping preferences, TERACAI will make every effort to bill your freight carrier account directly. Sometimes however, we are unable to comply with this request due to limitations based on carrier availability, shipment weight, or other circumstances. When this occurs, TERACAI will ensure that the product is shipped to you in the most economical way possible, and will inform you of any associated costs subject to additional billing.

Prepaid & Add: All freight charges from Syracuse, NY are separately billed.

Warranty Information:

New Equipment and Premise Wiring Product: TERACAI warrants that any item will be in compliance with the original manufacturer's warranty from the date of

TERACAI
217 Lawrence Road East
P.O. Box 4715
Syracuse NY 13221-4715
www.teracai.com
www.cablexpress.com

North American Offices: 315.883.3500
North American Fax: 315.883.3510
International Offices: 011-315-883-3500
International Fax: 011-315-883-3510

shipment.

Alteration, abuse or misuse voids all warranties. Some products have extended warranties available or may have warranties exceeding the standards listed.

Return Information:

All returns must be pre-approved, issued a Return Material Authorization # prior to returning, and shipped prepaid to TERACAI.

Returnable items may be subject to a restocking fee. Opened products, custom cables, bulk cable, connectors, tools, test equipment, configured products, special orders, discontinued items, and items held more than 30 days are not returnable.

Payment Information:

TERACAI standard terms are net 30 for customers with approved credit. An account can be established by submitting a completed credit application (available upon request). Instant credit will be extended for companies favorably rated by D&B. All purchase orders must be for the full purchase price plus taxes and freight as applicable. To expedite your order and keep order processing costs down, we request all orders under \$50 be billed to your MasterCard, Visa, Discover, American Express or Diners Club.

Billing Information: TERACAI utilizes electronic invoicing practices, and will email all invoices to the "Bill To" contact referenced on the customer's purchase order.

Confidentiality Notice: This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original document.

All orders subject to Terms and Conditions located at <http://www.teracai.com/teracaiterms>, and if applicable, TERACAI's Master Service Agreement.

The person signing below is authorized to approve this purchase.

Customer Signature for Quote 40069727

Date

Purchase Order Number

All amounts are in US Dollars.

All prices are subject to manufacturer price variations and this price quote may contain special pricing established for the customer's particular requirement. Please note that individual pricing for products in this bid may not be available for the price listed here.

TERACAI
217 Lawrence Road East
P.O. Box 4715
Syracuse NY 13221-4715
www.teracai.com
www.cablexpress.com

North American Offices: 315.883.3500
North American Fax: 315.883.3510
International Offices: 011-315-883-3500
International Fax: 011-315-883-3510



Attachment A - Statement of Work

Statement of Work #: 413153

Ticket #: T20170803.0071

This document constitutes the Statement of Work (“SOW”) detailing responsibilities provided for independently and jointly, by TERACAI and the undersigned (“Customer”) for the satisfactory completion of Services. The provisions of the Master Services Agreement and the TERACAI Terms and Conditions of Sale, located at www.teracai.com/TeracaiTerms are hereby incorporated into this SOW and any subsequent Change Order.

Scope:

TERACAI, and/or its authorized partners, will provide Services at the designated site below. Upon mutual approval of this SOW, service technicians will provide such Services in accordance with the agreed-upon schedule.

Statement of Work	
Effective Date:	04 August 2017
Project Name:	Vulnerability Assessment
Description of Project:	Assess Compliance with NYS Public Security Requirements
MSA Effective Date:	TBD

By signing this SOW, Customer warrants and represents that the below signature is duly authorized to execute this Agreement, and confirms that the service expectations outlined in this document are accurate and mutually agreed to. This SOW is valid for a period of thirty (30) days from the Effective Date referenced above.

AGREED TO AND ACCEPTED BY:

Customer: Canandaigua Water Department

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

TERACAI:

Authorized Signature: _____

Print Name: Timothy Duffy

Title: VP TERACAI

Date: _____

Please fax this completed SOW back to your TERACAI Account Manager at 315-883-3510 or email it to services@teracai.com.

TERACAI PROJECT CONTACTS & CUSTOMER PROJECT TEAM MEMBERS

Role	TERACAI		
	Name	Phone	Email
Account Manager	Pete Vagnone	315.883.3566	pvagnone@teracai.com
Sales Engineer	Jeff Cornish	315.883.3531	jcornish@teracai.com
	Customer		
	Name	Phone	Email
Primary Contact	James Fletcher	585.394.3300	jfletcher@townofcanandaigua.org
Additional Contact			

All work under this SoW will be performed by TERACAI's trusted partner TAG Solutions.

Cybersecurity Vulnerability Assessment for NYS Community Water Systems

All organizations are subject and vulnerable to threats. Risks to critical information assets may be intentional or negligent, they may come from seasoned criminals or careless employees, they may cause minor inconveniences or extended service disruption, and they may result in severe financial penalties, loss of public trust and damage to corporate reputation.

The goal of the Vulnerability Assessment is to help Community Water Systems become compliant with the Vulnerability Assessment (VA) requirement of NY Public Law (PHL) Section 1125 & Part 5-1.33 of the State Sanitary Code: Water Supply Emergency Plans. This section of PHL was recently modified to require an assessment of cybersecurity in the required VA's.

Specifically, it states that "the cybersecurity assessment should list identified vulnerabilities of each aspect of the IT system used by your water system to conduct both operations and business functions & provide a prioritized plan with actions and dates for addressing the vulnerabilities".

Vulnerability scanning is the process of evaluating existing technical controls such as servers, workstations, firewalls, and other network equipment for vulnerabilities. For example, vulnerabilities could be in the form of unpatched systems, misconfigured or outdated services, or unsupported software. By discovering vulnerabilities, organizations can then work to remediate those vulnerabilities, reduce risk to their information assets, and achieve regulatory compliance.

The objectives of this initiative are as follows:

- Identify vulnerabilities in the organization's information systems, networks, and applications.
- Improve the overall security posture of the organization – Vulnerability scanning plays a critical role in an organization's ability to defend against security threats.
- Support compliance – Vulnerability scanning can satisfy organization's regulatory, commercial, and organizational compliance requirements.
- Develop a remediation plan – Not all vulnerabilities should be treated the same. Some will need to be addressed immediately while others may be addressed at a later date. The reporting in this project will give the organization an actionable roadmap for remediation.

This vulnerability scan complies with the following regulations:

- New York State PHL § 1125
- PCI Requirement 11.2.1
- New York State Department of Financial Services 23 NYCRR 500 §500.05(a)(2)

- Gramm-Leach-Bliley Act §501(b)
- Federal Trade Commission 16 CFR Part 314 §314.4

Methodology

Based on the globally-recognized NIST SP-800 115 standard, this exercise will identify vulnerabilities in the organization's internal and external information systems, networks, and applications.

Scope

To perform internal vulnerability scanning, TAG Solutions utilizes a security laptop with Tenable Nessus Professional. Nessus has been deployed for vulnerability, configuration, and compliance assessments by more than one million users across the globe. Nessus prevents network attacks by identifying the vulnerabilities and configuration issues that hackers use to penetrate an organization's network. External vulnerability scanning is performed with the same software and methodology but no laptop is shipped as the work can be performed remotely.

The laptop for internal vulnerability scanning will be shipped to the organization's site. The laptop will be plugged into an unused Ethernet port and a remote session between the laptop and the TAG Solutions security team will be established. The scanning can be performed during normal business hours or scheduled to run after hours. All post-scan reporting work will be performed during normal business hours.

The vulnerability scan will capture the most vulnerabilities and will be the most useful to the organization if it is "credentialed." Credentialed scans are run with domain administrator privileges which are required to start remote registry services and access administrative SMB shares on targets.

External vulnerability scanning does not require credentials and will be performed remotely.

A detailed custom report with remediation recommendations will be created and provided to the organization and presented by an information security engineer.

Organization name: Town of Canandaigua Water Department

Internal IP address range(s): To be provided prior to project start.

External IP address range(s): To be provided prior to project start.

Bring/ship security laptop to this address: 5440 Route 5 & 20 West, Canandaigua, NY 14424

Deliverables

- Reporting by an expert security analyst to include discovered vulnerabilities and prioritized remediation recommendations.
- During the closeout meeting, a security engineer will review the findings with the scanned organization.

Assumptions

1. All vulnerability scanning will be performed by direct employees of TAG Solutions and will never be outsourced.
2. Scanned organization assumes responsibility for ensuring adequate continuity and recovery planning in the event of an outage as a result of scanning activities.
3. All work not specifically described in this document and performed outside of this scope of work will be subject to a change order.
4. Unless otherwise noted in the scope of work, all work will be performed during TAG Solutions' normal business hours, which are Monday-Friday from 8:00am to 5:00pm, Eastern Time. Any work

that must be performed outside of TAG Solutions normal business hours may be subject to a change order.

5. Client is responsible for timely payment for all services provided as part of the project according to the payment terms and conditions outlined in this scope of work and the accompanying quote document.
6. Onsite presence of a security engineer is not required. However, if desired, a TAG Solutions engineer will travel onsite at the sole discretion of TAG Solutions. Travel and lodging expenses are the responsibility of the party paying TAG Solutions for the testing services.

Change Orders

TAG Solutions Project Manager(s) or Field Personnel will initiate the change order process when additional work is requested by the scanned organization, or when additional necessary work is identified by either party.

TAG Solutions will propose the additional work as a change order. The change order will clearly identify the additional necessary work, and present a price to complete the work. The scanned organization may, at its option, (a) authorize TAG Solutions to perform the work as a change order to the original scope of work or, (b) undertake the work through alternate channels. Should the scanned organization elect to complete the work outlined in the Change Order through alternate means, the Parties agree that TAG Solutions will; (a) be held harmless from any/all delays in progress payments resulting from completion of additional necessary work (b) perform an evaluation of the work performed through alternate means to ensure that network conditions will support the technologies proposed herein.

Should TAG Solutions be authorized to complete the work outlined in the change order; work will not commence prior to the scanned organization's approval, and receipt of signed authorization of the change order. No change order work will be completed prior to TAG Solutions' receipt of written authorization to complete such work. Change orders are billed in accordance with the payment terms of the sales quote associated with this agreement.

TAG Solutions will endeavor to incorporate change order labor with planned project activities to minimize project delays. Delays in target completion dates may result due to change orders.

In every event, TAG Solutions shall be held harmless from all claims resulting from project interruptions, suspensions or delays resulting from discovery of additional necessary work and/or completion of change orders.

Project Management

Upon acceptance of this scope of work, its associated quote, and receipt of project deposit, your project manager and/or project lead will conduct a kickoff meeting with you to discuss the scope of work, timelines, expectations, and other aspects of the project. At the conclusion of the project, a closeout meeting will be conducted by the project manager and/or project lead to review the project, provide you with any final deliverables, and obtain final signoff that the project is complete.

TAG Solutions will develop a project schedule for achieving key milestones of the project. This project schedule is built and managed in our internal business management system and key tasks and milestones are given dates and assigned to specific resources.

Each TAG Solutions project is assigned a project manager. This person manages the budget, materials, schedule, and timeline of your project. Your project will also be assigned a project lead, who will be the main technical resource on the project and who will likely interact with you most regularly throughout the project.

Pre-Existing Conditions and Force Majeure

Pre-installation technical interviews, site surveys and network analysis conducted prior to implementation may not identify pre-existing network conditions that could impair or prevent the ability of the technologies proposed herein to perform properly within the scanned organization's network. In the event such conditions are discovered, the Parties agree to suspend the implementation until the pre-existing condition(s) can be identified, quantified and remedied. The scanned organization may, at its option, (a) authorize TAG Solutions to perform the work as a change order to the original scope of work or, (b) undertake the work through alternate means.

Additional work resulting from remedy of pre-existing conditions will extend the project timeline. TAG Solutions will; (a) incur no penalty for project delays resulting from work required to remedy pre-existing network conditions, whether performed by TAG Solutions or scanned organization's alternate means, (b) perform an evaluation of network conditions immediately following remedy of pre-existing condition(s) to ensure that network conditions will support the technologies proposed herein.

TAG Solutions shall not be liable for performance delays or for non-performance due to causes beyond its direct or reasonable control.

The work described in this SOW will be performed as:

Remote
 On Site

1. Project Timeline:

Based upon the information given to TERACAI for the original Customer quotation, TERACAI will use its best effort to accurately estimate the amount of time required to complete the installation. These dates are subject to change based on when the executed SOW, and Purchase Order (PO) if applicable, is received, and the timeliness of information received from the Customer. Below is an estimate of this project's time line:

Description	Time in Days
Receipt of Executed SOW / PO	N = Date SOW / PO is received by TERACAI
Project Kickoff	N + 10 Days
Assessment	N + 20 Days
Report	N + 30 Days

2. Price, Payment, Milestones & Force Majeure:

2.1. Price and Payment:

The work described in this SOW is priced as:

A Lump Sum Cost
 Time and Materials

Services performed beyond the scope defined in this document shall be pre-authorized via the Change Order Request process and billed on a Time and Material basis.

The price for additional Services provided by TERACAI outside of this SOW will be:

\$175.00 / Hour, with a Minimum of 1/2 hour per location during normal working hours (plus applicable travel expenses detailed separately)

\$262.50 / Hour, with a Minimum of 1/2 hour per location after normal business hours (plus applicable travel expenses detailed separately)

Business hours are defined as 8:00 am to 5:00 pm on weekdays, Monday through Friday, with the exception of Holidays that fall on such days.

2.2. Milestones:

TERACAI will outline milestones for the completion of Services outlined in this SOW. The number of milestones will vary based on the size, scope and duration of the Services to be provided. Upon completion of a milestone, a Completion Document shall be presented to an authorized Customer employee for approval and signature

signifying substantial completion and acceptance of the milestone. TERACAI will invoice Customer for Services provided upon acceptance of a milestone.

Milestone	Fee
Project Total (20 hours @ \$142.50 each)	\$ 2,850.00

2.3. Force Majeure:

Except with respect to Customer's payment obligations, notwithstanding any other provision of the SOW, neither Party shall be liable to the other Party for any delay or failure in performance of the SOW to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the SOW until the Force Majeure event ceases. If, in its sole discretion, TERACAI determines that the Force Majeure event requires modification of the SOW, TERACAI shall have the right to postpone or cancel the work until a Change Order Request has been executed by the Parties.

3. Assumptions & Responsibilities:

3.1. General Assumptions & Responsibilities:

- Prior to installation, Customer shall ensure the network is stable and free of known problems. Any unresolved issues not identified to be mitigated by this SOW shall be corrected before the Services defined in this SOW shall be started. If TERACAI discovers network instabilities when they arrive on site and determines these issues may jeopardize the successful completion of this project, TERACAI will request, using the Change Order Request process, a change in this SOW, or a delay in the schedule until the specific issues are resolved.
- Customer understands that the Services provided for in this project may involve some degree of "down-time" and/or decreased performance or loss of functionality. TERACAI, to the best of its ability, will notify Customer when it believes that the Services may impact Customer's network.
- At completion of the project Customer is responsible for any ongoing support and/or enhancements.
- Customer must supply access to all necessary systems and facilities to complete the work. Customer is also responsible for site preparation which includes proper facilities to install any equipment including safe access to physical sites, proper power, premise cabling, environmental conditioning, and network connections. Failure to allow access at the scheduled time or any delay in providing access will result in labor hours billed.
- Customer is responsible for equipment procurement, valid software support contracts, valid hardware support contracts, provisioning, and delivery, unless previously agreed upon with TERACAI.
- Customer is responsible for obtaining current backups (i.e. Data Storage, Configuration, and Setting Details) and verifying those backups on any systems in which Services will be performed.
- Unless otherwise noted elsewhere in this document, Customer is responsible for the configuration of existing systems and applications necessary for the successful integration of the solution presented herein. Such examples include configuration of DNS, DHCP, Mail, AD, Client deployment and other systems not deployed or managed by TERACAI.
- Individual client connectivity or usability remediation is not the responsibility of TERACAI. TERACAI will provide client manufacturer configuration and connectivity recommendations for the Customer to use and troubleshoot client issues as necessary.

- TERACAI will deploy this project with the latest stable and compatible code necessary for efficient and effective operation. TERACAI is not responsible for unpublished, undiscovered, or unforeseen “bugs” in software applications, nor any unintended consequences of faulty or incompatible software.
- During configuration, installation and/or project related services, manufacturer technical assistance may be required to support the solution or project scope associated with this SOW. TERACAI may require temporary access to any active or pending maintenance or support contracts.
- The TERACAI Project Manager will be TERACAI’s single point of contact for all work related to this project. The TERACAI Project Manager will be primarily responsible for the successful completion of the project as specified in this document, and shall be responsible for the allocation and direction of all TERACAI resources, management of the project schedule, the provision of status updates, and communication among all project stakeholders.

3.2. Project Specific Assumptions & Responsibilities:

Customer:

- Provide necessary access to facilities and systems as required

4. Discrepancy Resolution & Escalation:

4.1. Problem Resolution:

Customer will bring any discrepancy to the attention of the TERACAI Project Manager, who will respond to discrepancies within one (1) workday. Customer may escalate the situation if they are not satisfied by the resolution proposed by the TERACAI Project Manager. The Escalation Process is outlined below

4.2. Escalation:

Although TERACAI is striving to meet all Customer expectations while delivering the Services defined in this SOW, it may become necessary for the Customer to escalate an issue or issues. In order to make sure that the TERACAI Management Team is fully aware of any issues, please notify the Services Manager below, and if they are not available notify the TERACAI Vice President of Professional Services.

Services Manager	VP of Professional Services
Jeff Cornish	Tim Duffy
315-883-3531	315-883-3521
jcornish@teracai.com	tduffy@teracai.com

ATTACHMENT 5

AMENDMENT #1

The Town of Canandaigua, ("Employer") and the Town of Canandaigua Highway Employee's Association, ("Association"), having previously executed a certain collective bargaining agreement for the period 1/1/2017 thru 12/31/2018, (the "Agreement"), hereby agree to amend the Agreement as follows:

Section 9.1(B)

The parties agree that from the second Sunday in March thru the first Sunday in November the work week shall be forty hours per week consisting of ten (10) hours per day, Monday thru Thursday.

During the term of the alternative work schedule above all references and/or computations in the Agreement based upon an eight hour work day shall be deemed to be or based upon a ten hour work day and all references to a work week or week shall be deemed to be or based upon a four day work week.

All other terms and conditions of the Agreement not expressly modified herein remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their respective officers.

TOWN OF CANANDAIGUA:

Dated:

TOWN SUPERVISOR

**TOWN OF CANANDAIGUA HIGHWAY
EMPLOYEE'S ASSOCIATION:**

Dated:

PRESIDENT HIGHWAY ASSOCIATION

ATTACHMENT 6

TOWN OF CANANDAIGUA

FUND BALANCE POLICY

Adopted: January 9, 2017 – Resolution #2017 – 039
Previously Adopted: August 17, 2015 by Resolution # 2015-193

PURPOSE

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

POLICY STATEMENT

The Town of Canandaigua finances will be managed so as to maintain balances of the various funds at levels sufficient to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, ensure stable tax rates and user fees, and protect the Town's creditworthiness. To assure the appropriate level in all funds, in the General Fund, the Town will maintain an Unrestricted Fund Balance for the General Fund and the Highway Fund within a range of a minimum of 2-two months of regular average operating expenditures and a maximum of eight months of regular average operating expenditures in each the General Fund and the Highway Fund. All other funds of the Town of Canandaigua, including special districts, should maintain a range of Unrestricted Fund Balance of not less than 15% and no more than 60% of the average annually budgeted appropriations.

RESTORATION OF MINIMUM FUND BALANCE RANGE

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

DEFINITIONS

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

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

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

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

reflect the appropriation of a portion of the existing fund balance to eliminate a projected deficit in the subsequent year's budget.

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

ATTACHMENT 7

Town of Canandaigua

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

townofcanandaigua.org

Established 1789

September 7, 2017

To: Residents, Town Board members, and Elected Officials of the Town of Canandaigua
From: Doug Finch, Town Manager / Budget Officer
RE: 2018 Budget Message

Cooperation, transition, teamwork, strong, growing, fiscally secure, stable, and planning for the future are the key words that I would use to summarize this past year; along with the attached 2018 tentative budget for your consideration. Every department of the Town of Canandaigua has been working together to explore efficiencies in order to provide the greatest value for our residents.

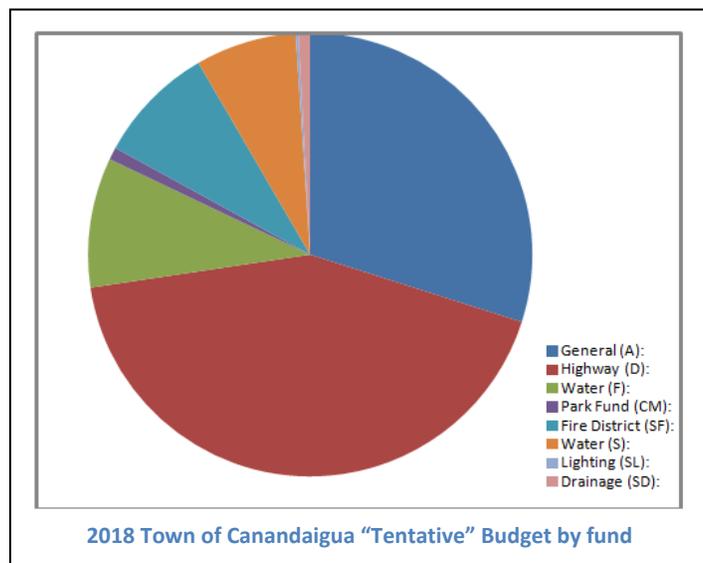
The 2018 "Tentative Budget" balanced budget as required by State law is tax cap compliant, and utilizes as many resources as possible such as grants, sales tax, and other revenue in order to limit the tax burden on our residents. The proposed budget is based on a total real property tax rate of \$ 0.91 (91 cents) per thousand dollars of assessed value for residents of the Town of Canandaigua.

At \$ 0.91/\$1000 of assessed value, the annual property tax on a home with an average assessed value of \$ 275,000 is approximately \$ 250 per year. The yearly cost helps to cover the costs associated with many services provided by the Town of Canandaigua including the maintenance of safe roads, upgrading outdated infrastructure, providing a wide variety of recreational opportunities, and the use of the waste and recycling station.

The tax rate of \$ 0.91 per thousand is based on appropriations of \$ 0.23 per thousand for the general fund, and \$ 0.68 per thousand for the highway fund. Real property tax to be collected is \$ 294,637 for the general fund, and \$ 865,343 for the highway fund. The total taxable value for the Town of Canandaigua is \$ 1,274,704,229.00. For 2017 real property tax rate was assessed at \$ 0.895046 cents per thousand.

The budget breakdown is as follows:

General Fund (A):	\$ 3,284,761.00
Highway (D):	\$ 4,690,450.00
Water (F):	\$ 1,038,500.00
Park Fund (CM):	\$ 100,000.00
Fire District (SF):	\$ 947,096.00
Water Districts (S):	\$ 822,729.00
Lighting (SL):	\$ 21,253.00
Drainage (SD):	\$ 92,559.00
	<u>\$ 10,997,348.00</u>



A copy of the “Tentative Budget” is available for review from the Town Clerk’s office, or on the Town Website (townofcanandaigua.org).

The “Tentative Budget” is submitted by the Town Manager; however, the Town Board makes the final decision by voting on the budget. The Town Board may choose to make changes to the budget as they receive information from residents, department heads, community groups, or other entities.

A public hearing is planned for October 16, 2017 at 6:00pm at the Town Hall with the Town Board to hear from residents on the proposed 2018 budget. The public hearing will be held in the lower level meeting room of the Town Hall located at 5440 Route 5 & 20 West, Canandaigua.

All interested citizens are encouraged to review the proposed budget, and to share your thoughts on the proposed spending plan. At any time written comments may be sent to Jean Chrisman, Town Clerk.

ATTACHMENT 8

TOWN OF CANANDAIGUA

VEHICLE REPLACEMENT POLICY

DRAFT: September 18, 2017

PURPOSE

The purpose of a Vehicle Replacement Policy is to provide general guidance to Elected and Appointed Officials to plan for the ongoing replacement of Town owned and operated vehicles. This policy will provide direction to officials to ensure that the full service life of each Town vehicle is utilized to its fullest potential, provide for funding timelines and implement uniform guidelines among all Town departments.

POLICY STATEMENT

Replacement and acquisition of vehicles, equipment and attachments, will only be for the purposes of supplying a municipal service to the residents of the Town of Canandaigua. Municipal vehicle replacement decisions have historically been based on relatively short term, often subjective, vehicle replacement criteria. In an effort to reduce maintenance costs associated with aging vehicles, and establish a schedule for the planned replacement of vehicles through the Town of Canandaigua's Capital Plan, the Town Board hereby establishes a replacement schedule for Town vehicles.

Vehicle	Schedule for Replacement
Light duty vehicles	4 years or 75,000 miles
Cars / Light duty trucks	4 years or 75,000 miles
Pickup Trucks (3/4 to 1 ton)	6 years or 100,000 miles
Vans	6 years or 100,000 miles
Pickup Trucks (1 ton or larger)	8 years or 100,000 miles
Heavy Trucks (1 ton or larger)	10 years or 120,000 miles
Street Sweepers	10 years
Heavy Equipment	12 years
Trailers	10 years

All vehicles owned and operated by the Town of Canandaigua should be referenced in the Town of Canandaigua's Capital Plan. All vehicles should be earmarked for replacement based on the schedule identified in this policy.

It shall be the policy of the Town of Canandaigua that the funding and replacement of all motor vehicles shall be normally based on the expected service life and condition of the vehicle described in this policy. Recommendations for vehicle replacement outside of the schedule in this policy will be considered on an individual case by case base by the Town Board.

ATTACHMENT 9

ATTACHMENT 10

George & Carin Herren
2040 Risser Rd
Canandaigua, NY 14424

Jean Chrisman, Town Clerk
Town of Canandaigua
5440 Route 5 & 20 W
Canandaigua, NY 14424

August 29, 2017

Re: Request for Speed Study, Risser Road

Dear Mrs. Chrisman,

We are writing today to request that the Town of Canandaigua Town Board adopt a resolution authorizing the Town Clerk and County Director of Public Works to submit a request to the NYS Department of Transportation to perform a speed study on Risser Road.

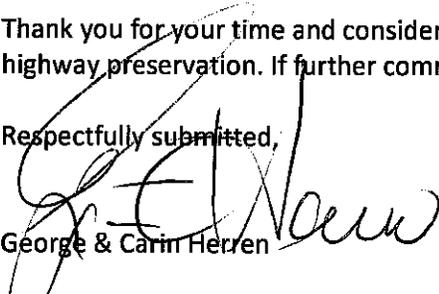
A speed study was performed in 2013, however, the NYS Department of Transportation determined that a speed reduction was not warranted at that time. Since 2013, the Town of Canandaigua has reconstructed Risser Road. That project consisted of widening the road and making improvements to the shoulders, drainage, and pavement. The reconstruction has improved the quality of the road, which is greatly appreciated by those who travel it frequently, however, it has also attracted unwanted use of the road by those who use excessive speed. Additionally, a number of new homes exist along Risser and adjoining roads of travel, many of which include children of school ages.

Being a straight-line direction leading ultimately through Farmington to Route 96, Risser Road attracts commercial vehicles seeking a short-cut, auto dealers testing their vehicles, and motorcycles seeking lesser traffic volume roads. These users pay little attention to the unposted 55 mph speed limit and often travel at much higher speeds. This is extremely concerning to residents who live on Risser Road, ourselves included, because we travel at lower speeds to turn into driveways, we walk, run and bike on this road, and we see how much agricultural traffic travels Risser Road at well below the unposed (assumed) 55 mph speed.

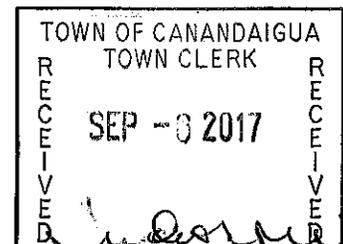
In order to protect and better serve all users of Risser Road, our hope is that the Department of Transportation speed study will result in a reduction of speed to 45 mph at the earliest possible time.

Thank you for your time and consideration in addressing this important matter of resident safety and highway preservation. If further comment is needed, please contact us at (585) 394-8521.

Respectfully submitted,


George & Carin Herren

CC: Jim Fletcher, Town of Canandaigua Highway Superintendent
Bill Wright, Ontario County Director of Public Works



[Handwritten Signature]
Deputy Town Clerk

ATTACHMENT 11

September 11, 2017

Mr. James Fletcher, Superintendent
Highway and Water Departments
Town of Canandaigua
5440 Routes 5&20 West
Canandaigua, NY 14424

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
(EXT. 41) COUNTY ROAD 32 WATERMAIN PROJECT**

Dear Jim,

At your request, we are pleased to provide the Town with this proposal to prepare agency approval and construction drawings for the above referenced project.

I. Project Overview

It is our understanding that the district improvements will include a new 8-inch main connecting to the existing 8-inch watermain on County Road 32 at the intersection of Hopkins Road, and continuing approximately 3,200 LF on County Road 32 to the southwest where the main will dead end.

Based on a cursory review of available mapping, the proposed district affects property within the county Agricultural District #1, is not within an archeologically sensitive area, is not near any mapped wetlands, and is not in an area identified as habitat for endangered/threatened wildlife or fauna. This project is consistent with an Unlisted Action as defined under SEQR.

II. Scope of Services and Compensation

- A. Survey & Base-mapping (\$9,200).
- B. Site visit with Town representatives to establish watermain route/location.

- C. Pre-design meeting with representatives from the Town of Canandaigua.
- D. Agricultural Notice of Intent (NOI).
- E. Watermain and appurtenance design.
- F. Prepare Construction Drawings and Details.
- G. Prepare regulatory agency paperwork/permits including:
 - 1. NYS Department of Health – Approval of Plans.
 - 2. Ontario County DPW – Approval of Plans & Highway Work Permit.
- H. Witness the chlorination, pressure testing and sampling of the new watermain.
- I. NYSDOH Certification letter based on the Town providing a certification of installation letter to MRB.
- J. As-Built Survey & Mapping of all visible watermain features and GIS update of this extension.

Total of items listed above\$24,000.00

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.

It is our understanding that Town of Canandaigua Forces will used to install the watermain and that specifications or bidding will not be required.

III. Additional Services

The following items are not included under this scope of services; however, can be provided at an additional charge to be negotiated upon request:

- A. Subsurface/Geotechnical investigation.
- B. Archeological investigation.
- C. Additional construction observation beyond that noted above.
- D. Preparation of material bid or contract bid specifications.

- E. Wetland delineation.
- F. Easement Maps.
- G. Upgrade the construction documents to a biddable format.
- H. Hydraulic Report if requested by the NYSDOH.
- I. Unexpected compliance with excessive response to public or agency request.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Respectfully submitted,



Gregory J. Hotaling, P.E.
Project Engineer



James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

J:\630006\Ltrs-Proposals\2017\GJH_CR_32_WATER.doc

Enclosure

PROPOSAL ACCEPTED BY:		
_____	_____	_____
Signature	Title	Date

ATTACHMENT 12

September 11, 2017

James Fletcher
Town Highway/Water Superintendent
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
ACORN HILL DRIVE IMPROVEMENTS 2017
TOWN OF CANANDAIGUA**

Dear James:

Thanks for taking the time to meet with me to discuss this potential project on Acorn Hill Drive in the Town of Canandaigua. The intent of the project would be to upgrade the current condition of Acorn Hill Drive to current Town road standards. The project would roughly involve road reconstruction from the intersection of Wyffels Road approximately 1,800 LF along Acorn Hill Drive to the south. We are pleased to offer you the following proposal for the above referenced project and thank you once again for including MRB Group on your project team.

I. Background

It is our understanding that the Acorn Hill Drive project is anticipated to be scheduled for 2018 construction and that the following represents the major work components:

A. Verify Existing Conditions

Acorn Hill Drive was once a private drive that was accepted for dedication as part of the Lakewood Meadows subdivision. We will need to verify the existing road pavement and base material type/thickness to determine if the proposed improvements to the road are appropriate based on the existing conditions.

B. Road Cross Section Improvement

Conceptually, the potential highway corridor cross section would consist of (2) 11' lanes, concrete gutters, and a 5' wide sidewalk.

- C. Horizontal Alignment Improvement
The existing road alignment consists of a fairly sharp 'S' curve at the entrance of the Lakewood Meadows subdivision. Improvements would include a softening of this condition.

- D. Underdrains and Drainage Systems
The design of the highway improvements will include a drainage system and underdrains for the improvement area of the road.

II. Scope of Services and Compensation

The following scope of services is based on the highway improvements listed above and considering the installation of the improvements will be by *Town Forces*.

- A. Survey/Base-mapping/Geotech
 - 1. Kick-off Meeting
 - 2. Instrument survey including cross sections (\$12,600.00).
 - 3. Establish the ROW/property lines.
 - 4. Base mapping
 - 5. Concept Plan and concept alignment
 - 6. Obtain pavement cores and geotechnical report (\$6,000.00).
 - 7. SEQR (Part 1 of the EAF).

Subtotal of A..... \$28,500.00

B. Preliminary/Final Design

This phase of design will include the following tasks:

- 1. Develop typical highway corridor cross sections.
- 2. Identify highway boundary constraints.
- 3. Identify utility conflicts.
- 4. Develop preliminary horizontal/vertical design alignment.
- 5. Perform drainage analysis to determine size of storm sewers.
- 6. Develop preliminary underdrain and storm sewer design.
- 7. Identify locations for Green Infrastructure implementation in accordance with the latest General Permit (NYSDEC).
- 8. Construction level detailed plans including:

- a. Pavement Plan and Profile.
- b. Utility Plan.
- c. Storm Sewer Plan and Profile.
- d. Sidewalk Plan and Profile (as necessary).
- e. MPOT/Detour Plan.
- f. Stormwater Utility Details and Highway Details.
- 9. Preparation of Notice of Intent and SWPPP Report.
- 10. Construction Estimate.
- 11. Prepare up to 2 easements/ROW taking maps.
- 12. Design review with the Highway Superintendent.
- 13. Attendance at a Town Board meeting to review the design (1 meeting).

Subtotal of B \$20,000.00

Total Design Compensation (Lump Sum) \$48,500.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period.

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. Archeological Services if required by SHPO.
- B. Biological Services for endangered/threatened species survey and/or wetland delineation and/or reports.
- C. Easement maps/ROW taking maps (beyond stipulated above).
- D. Pavement Design.
- E. Permit fees.
- F. Special Inspections (such as compaction testing, asphalt testing, etc.).
- G. Construction Administration or Observation services.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

ATTACHMENT 13



GENERAL CONTRACTORS

107 Lincoln Parkway

East Rochester, NY 14445

Phone 585-586-6710 Fax 585-586-6714

September 11, 2017

MBR Group Inc
145 Culver Rd #160,
Rochester, NY 14620

Attn: Scott Bova
Re: Canandaigua Highway Garage

Dear Mr. Bova,

Building Innovation Group Inc is pleased to quote the additional work required on the cold storage building.

1.) Remove and replace (3) existing overhead doors per Hamburger Overhead doors quote at the existing cold storage building.

Price is \$9,105.00

Sub Total is	\$9,105.00
5% O & P	<u>\$ 455.00</u>
Total Price	\$9,560.00

Please feel free to call me with any questions.

Sincerely,

Mike Altamura
Vice President

QUOTATION

WO #
155,386

Bill To: BUILDING INNOVATION GROUP, INC
 107 LINCOLN PARKWAY
 EAST ROCHESTER, NY 14445

Account ID: BUILDIN1-H
Phone 585-586-6710
Fax 585-586-6714
Cellular (
E-mail DECLINED

Date	9/8/2017	Terms	Net 30 Days	Rep	NATHAN
Quote #	155,386	PO #	QUOTE	Job #	

Description
CANANDAIGUA HIGHWAY GARAGE 5440 NYS 5&20 WEST, CANANDAIGUA, NY CHANGE ORDER TO REMOVE & REPLACE 3 EXISTING DOORS TAX EXEMPT & PREVAILING WAGE

Quantity	ID	Items	Price	Total
3	HCINSTALL	EXISTING BUILDING 14'-2" X 14'-0" SECTIONAL OVERHEAD DOOR, EQUAL TO BASIS OF DESIGN, WHITE, 2" TRACK, 15" RADIUS, MOUNTED TO MASONRY, LITES SECTION 3, 120V 1/2 HP TROLLEY OPERATOR, 3 BUTTON CONTROLLER, PHOTO EYES, FULL WEATHER SEAL	\$3,035.00	\$9,105.00

To accept this proposal, please sign below and return with copy of your purchase order or subcontract.

Signature _____

Company Policies:

- 1) This proposal will become part of any contract or purchase order. This quotation expires 45 days from above quotation date.
- 2) Finish painting, other than factory finish, to be done by others. All structural steel and mounting pads to be installed by others.
- 3) Unless stated otherwise, we exclude all conduit, wiring and hook-up of both high and low voltage connections between operators, control stations and miscellaneous sensing devices.
- 4) This Quotations represents Hamburg Overhead Door's best interpretation of Plans & Specifications and must be independently confirmed.

Taxable	\$0.00
Non-Taxable	\$9,105.00
Sub-Total	\$9,105.00
Sales Tax	\$0.00
TOTAL	\$9,105.00

TERMS ARE NET 30 DAYS. PAST DUE ACCOUNTS WILL BE ASSESSED A SERVICE CHARGE OF 2% PER MONTH ON UNPAID BALANCE. CUSTOMER IS LIABLE FOR ALL COLLECTION EXPENSES, INCLUDING ATTORNEY FEES.

ATTACHMENT 14



September 11, 2017

MBR Group Inc
145 Culver Rd #160,
Rochester, NY 14620

Attn: Scott Bova
Re: Canandaigua Highway Garage

Dear Mr. Bova,

Building Innovation Group Inc is pleased to quote the additional work required on the cold storage building.

1.) Supply and install new siding on the east elevation including new base trim, framed opening trim and corners.

Total Price is \$3,635.00

2.) Paint the existing west elevation and approx. 40' of the North elevation to match the new siding color. Paint the (3) remaining overhead door jambs and exterior only of the (3) existing overhead doors to remain to match the new overhead door color.

Total Price is \$4,026.00

Please feel free to call me with any questions.

Sincerely,

Mike Altamura
Vice President

ATTACHMENT 15

TOWN OF CANANDAIGUA POLICY ON THE USE OF INFORMATION TECHNOLOGY RESOURCES

The Town of Canandaigua provides many of its employees with a variety of information technology resources. These Information Resources include computers, computer programs, printers, fax machines, telephones, voice mail, and on-line capabilities such as e-mail and the Internet. The Town of Canandaigua provides these Information Resources in order to permit the delivery of better and more efficient services to the Town and its citizens. These resources should be used for appropriate business purposes only.

This policy applies to all users of the Town's Information Resources. It is intended to prevent the illegal and/or improper use or abuse of the Town's Information Resources. No contractual rights are created by the existence of this policy. **Use of any of the Town's Information Resources by any user shall constitute acceptance of the terms of this policy and of any future amendments.**

I. User Responsibilities

It is the responsibility of all users including appointed and elected officials to read, understand and follow the terms of this policy. Users are expected to exercise reasonable judgment in interpreting this policy and in making decisions about the use of the Town's Information Resources. Any user with questions about the application or interpretation of this policy should seek clarification from his or her Department Head or the Town Manager.

II. Acceptable Uses

Any use that is related to a user's official duties and responsibilities or which furthers a particular Town goal in providing its citizens with better and more efficient services. Department heads are responsible for determining which personnel are authorized to use each computer under the Department Heads purview.

III. Prohibited Uses

1. Sending, receiving, downloading, displaying, forwarding, printing or otherwise disseminating material that is profane, obscene, harassing, fraudulent, offensive or defamatory.

2. Disseminating or storing destructive programs (viruses or self-replicating codes) or other unauthorized material.
3. Wasteful use of the Town's Information Resources by among other things, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, printing multiple copies of documents or otherwise creating unnecessary network traffic.
4. Using or copying software in violation of a license agreement or copyright.
5. Intercepting communications intended for other persons, except for the limited purpose set forth in Section VIII below.
6. Gaining or attempting to gain unauthorized access to any computer or network.
7. Violating any international, federal, state or local law.
8. Conducting a private business.
9. Transmission of materials used for commercial promotion, product endorsement or political lobbying.
10. Using or attempting to use a username or password assigned to another person, or pose as another user without express authorization for business purposes.

IV. **Data Confidentiality**

As is more fully discussed below, email messages dealing with official Town business are generally considered to be public record information. **Email messages can be stored, copied, printed or forwarded by any intended or unintended recipient; therefore users should not expect their e-mail messages to be either private or confidential.**

Some users may, as part of their job, have access to confidential or proprietary information such as personal data about identifiable individuals or commercial information about business organizations. Users are strictly prohibited from acquiring access to and /or disseminating such confidential information unless access to and/or dissemination of such information is authorized and required by their jobs.

V. **E-Mail and Public Record Law**

E-mail messages concerning official Town business are generally considered public record information that is subject to disclosure under the New York public records law. All users shall retain either a printed or digital record of official Town e-mails sent or received by the Town's systems, in the same manner that other paper records are kept by their department, and in accordance with record Retention Schedule requirements.

VI. **E-Mail Etiquette**

Employees are expected to use their access to electronic mail in a responsible, informed, professional manner. Unsolicited email should never be opened. The user should delete the message immediately. Never open an attachment, especially if you do not know the source. Confidential information should never be sent via e-mail.

VII. Security

All usernames and passwords are for the exclusive use of the individual to whom they are assigned. The user is personally responsible and accountable for all activities carried out under his/her username, and should take all reasonable precautions to have passwords be kept confidential at all times. Employees should endeavor to create passwords that are unique and not easily discoverable. For security purposes, employees should either log off or revert back to a password screen saver when leaving their computer for an extended period of time.

VIII. Privacy

All Information Resources are the Property of the Town of Canandaigua and must be used in conformance with this policy. Since the Town owns these Resources, users are advised that they should have no expectation or guarantee of privacy when using them, whether their use takes place during or outside of working hours. The Town of Canandaigua reserves the right to monitor the use of the Town's e-mail and Internet systems for legitimate business purposes, including but not limited to, the need for supervision and/or proper operation of the workplace.

IX. Referral to Information Technology

All matters relating to unusual computer or electronic occurrences must be reported immediately to the employee's Department Head or the Town Manager. Record information such as steps taken and warnings from the computer to aid in diagnosing the situation.

X. Data Breach Response

As soon as a theft, data breach or exposure containing protected data or sensitive data is identified, the process of removing all access to that resource will begin. Town Manager will work with the legal and human resource departments to decide how to communicate the breach to: a) internal employees, b) the public, and c) those directly affected.

XI. Violations

Any employee who violates this policy or uses the Town's Information Resources for inappropriate purposes shall be subject to disciplinary action, up to and including suspension and/or termination. Users may be personally liable for any losses, costs or damages incurred by the Town related to violations of this policy. Employees who discover a violation of the policy by another employee are obligated to report it to their supervisor or the Town Manager. Illegal use of the Town's information Resources may result in referral to law enforcement authorities.

ATTACHMENT 16

Local Law Filing Instructions

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

PLEASE OBSERVE THESE INSTRUCTIONS FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
2. Each local law to be filed with the Secretary of State shall be an original certified copy.
3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.
4. File only the number, title and text of the local law.
5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.
6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.
8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

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 17

A local law TO DELETE TOWN CODE 220-9(B)(7)(j), reading "[a]ccessory buildings shall not
(Insert Title)
have decks or porches."

Be it enacted by the TOWN BOARD _____ of the
(Name of Legislative Body)

County City Town Village
(Select one:)

of CANANDAIGUA _____ as follows:

SEE ATTACHMENT "A"

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20¹⁷ of the (County)(City)(Town)(Village) of CANANDAIGUA was duly passed by the TOWN BOARD on _____ 20¹⁷, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

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____.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

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.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

* 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.

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

(Seal)

Date: _____

TOWN OF CANANDAIGUA

LOCAL LAW # ___ OF 2017

ATTACHMENT "A"

SECTION ONE. Intent. The intent of this law is to eliminate the prohibition on porches and decks on sheds by deleting Town Code § 220-9(B)(7)(j).

SECTION TWO. Town Code § 220-9(B)(7)(j) is hereby deleted in its entirety.

SECTION THREE. Severability. The provisions of this local law are declared to be severable, and if any section, subsection, sentence, clause or part thereof is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any remaining sections, subsections, sentences, clauses or part of this local law.

SECTION FOUR. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State of the State of New York.

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 17

DRAFT

8/10/17

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 20¹⁷

A local law TO SIMPLIFY THE SURETY ACCEPTANCE PROCESS BY REVISING AND AMENDING
(Insert Title)
TOWN CODE 174-32(F).

Be it enacted by the TOWN BOARD _____ of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of CANANDAIGUA _____ as follows:

SEE ATTACHMENT "A"

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20¹⁷ of the (County)(City)(Town)(Village) of CANANDAIGUA was duly passed by the TOWN BOARD on _____ 20¹⁷, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* 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) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

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) *(Name of Legislative Body)* (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.

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

(Seal)

Date: _____

DRAFT

TOWN OF CANANDAIGUA

LOCAL LAW # ___ OF 2017

ATTACHMENT "A"

SECTION ONE. Intent. The intent of this law is to simplify the process by which the Town of Canandaigua accepts sureties under Town Code Chapter 174.

SECTION TWO. Town Code § 174-32(F) shall be replaced in its entirety with the following:

- (a) Sureties that do not exceed \$20,000.00 must be approved by the Town Manager prior to the issuance of building permits. Within forty five (45) days following the date of such approval by the Town Manager the applicant shall arrange to have the surety accepted by the Town Board. If the Town Board does not accept said surety within forty five (45) days, any permits granted shall be revoked.
- (b) Sureties that exceed \$20,000.00 must be accepted by the Town Board prior to the issuance of building permits.

SECTION THREE. Severability. The provisions of this local law are declared to be severable, and if any section, subsection, sentence, clause or part thereof is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any remaining sections, subsections, sentences, clauses or part of this local law.

SECTION FOUR. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State of the State of New York.

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

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

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

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT 18

August 31, 2017

Mrs. Jean Chrisman, Town Clerk
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, New York 14424

**RE: THOMAS ANDREWS – 4690 NORTH ROAD
EROSION AND SEDIMENT CONTROL SURETY ESTIMATE
TAX MAP NO. 57.00-1-24.140
CPN NO. 025-17
MRB PROJECT NO.: 0300.12001.000 PHASE 102**

Dear Mrs. Chrisman,

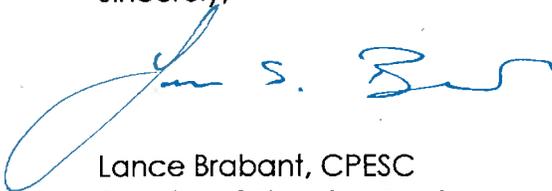
Please be advised that MRB Group has completed a review of the submitted Erosion and Sediment Control Surety Estimate dated August 30, 2017 for the above referenced project prepared by Marks Engineering.

Based on our review of the submitted estimate, we recommend that an Erosion and Sediment Control Surety be approved in the amount of **\$1,020.00** for the above referenced project. The breakdown of the estimate amount is attached.

Please note that the original surety documentation regarding the establishment of the Erosion and Sediment Control Surety is required to be submitted to the Town Clerk for processing. Once the original is received by the Town Clerk, all information will be forwarded to the Town Attorney for review prior to being placed onto the Town Board agenda.

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

Sincerely,



Lance Brabant, CPESC
Director of Planning Services



Enclosures:

- Soil & Erosion Control Surety Estimate dated August 2017

C Greg Westbrook, Supervisor
 Kristine Singer, Town Bookkeeper
 Doug Finch, Town Manager
 Jim Fletcher, Highway and Water Superintendent
 Chris Jensen, P.E., Code Enforcement Officer
 Eric Cooper, Zoning Officer
 Brennan Marks, P.E. – Marks Engineering



Marks Engineering
Design-It. Build-It

42 BEEMAN ST
CANANDAIGUA, NY 14424
www.marksengineering.com

Phone 585-905-0360
Fax: 585-485-6205
bmarks@marksengineering.com



08/30/2017

CPN050-17
4690 North Road
Canandaigua, NY 14424

Engineers Opinion of Probable Cost

	Quantity	Unit	Unit Cost	Sub Total
Silt Fence Material	600	ft	\$ 0.50	\$ 300.00
Temporary Seed 25#	4	Bag	\$ 25.00	\$ 100.00
Stablized Construction entrance	1	ea	\$ 200.00	\$ 200.00
Straw Mulch Material	15	bale	\$ 2.00	\$ 30.00
Stone check dam	2	ea	\$ 150.00	\$ 300.00
Stone Outlet Protection Material	0.25	cy	\$ 20.00	\$ 5.00
Contingency	1	ea	\$ 85.00	\$ 85.00
			Total	\$ 1,020.00

ATTACHMENT 19

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "*Contract*") made effective as of January 30, 2017 (the "*Effective Date*") by and between Synergy Field, LLC, ("*Seller*") and Town of Canandaigua ("*Buyer*").

WITNESSETH:

Seller desires to sell and Buyer desires to buy the following:

A. a part of real property owned by Synergy Field, LLC, having tax map number 70.00-1-75.100 and consisting of 16.157 acres of vacant land located on County Road #30, in the Town of Canandaigua, New York, all as shown on the attached instrument survey prepared by Venezia Land Surveyors on 1/2/2017, ("Synergy Property").

The real property described above shall be collectively referred to as the "*Premises*".

The parties, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. Sale.

1.1 Subject to the terms set forth herein, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Premises.

1.2 The Premises shall include all of the right, title and interest of Seller in and to (i) all strips and gores of land adjoining or abutting the Premises, if any; (ii) all land lying in the bed of any road (iii) all easements, privileges or rights-of-way over, contiguous or adjoining the Premises, and all other rights belonging to and accruing to the benefit of the Premises; and (iv) all appurtenances and hereditaments belonging or in any way appertaining to the Premises.

2. Purchase Price.

2.1 Buyer shall pay Seller as the total price for the Premises NINETY-FIVE THOUSAND DOLLARS (\$95,000.00), (the "*Purchase Price*"), which shall be paid as follows:

2.1.1 An earnest money deposit is waived (the "*Deposit*").

2.1.2 The balance of the cash portion of the purchase price shall be paid at closing by check issued by the Town of Canandaigua, or attorney escrow check, payable to the order of Seller or Seller's counsel.

2.1.3 The Buyer shall accept treated storm water from the site of the remaining lands of Synergy Field, LLC. Seller shall be solely responsible for all water quality

compliance. Buyer acknowledges that there may be certain water flows from the Canandaigua Airport and that Buyer intends to accept the same.

3. Documents to be provided by Seller.

Within thirty (30) days after the Effective Date, Seller shall deliver to Buyer true, complete and accurate copies of all the following documents that affect or relate in any way to the Premises or any part thereof or interest therein. The date upon which all of said documents are delivered to Buyer is hereinafter referred to as the "**Document Delivery Date**", and such date shall be established by Seller giving written notice thereof to Buyer. The documents to be delivered as required by this Section 3 shall include but not be limited to:

3.1 Seller agrees to furnish to Buyer's attorney, at Seller's expense, as soon as reasonably practical, the following:

(i) fully guaranteed tax, title and United States District Court searches dated or redated after the date of this Contract with local tax certificate for county, city and school taxes and state and county searches under the Uniform Commercial Code;

(ii) a current instrument survey dated or redated after the date of this Contract, made by a land surveyor licensed by the State of New York, referencing that a currently dated abstract of title was examined and the findings thereof included on the survey, showing the boundaries of the Premises, all buildings, improvements or other structures and all easements, rights-of-way, encroachments or other uses and certified to Buyer, Buyer's counsel and Buyer's title insurer.

(iii) All soil reports, drawings, surveys, title insurance policies and reports, easements, licenses, and all other similar agreements, and all engineering inspections related to the Premises that are in Seller's possession or reasonably obtainable by Seller, if any.

(iv) Copies of all environmental reports and other environmental information related to the Premises that have been prepared for, or are in the possession of, Seller, if any.

4. Contingencies.

4.1 Following the Effective Date, Buyer intends to (a) undertake a review and examination of all aspects of the Premises, including (i) the physical condition and environmental condition of the Premises; (ii) such other matters relating to the Premises as Buyer deems appropriate. Buyer shall have the right at all reasonable times to enter onto the Premises in order to inspect the Premises and to conduct such tests as Buyer deems appropriate. Buyer shall have the absolute right, in its sole discretion, to terminate this Contract at any time on or before June 30, 2017, ("**Review Period**"). If Buyer elects to terminate this Contract during the Review Period, Buyer shall give written notice of termination to Seller on or before the

expiration of the Review Period. Upon the giving of such notice in a timely manner, this Contract shall terminate, and all rights, obligations and liabilities of the parties hereunder shall be released and discharged. The terms and conditions of any inspections, investigations, or tests conducted by Buyer are governed by the terms set forth on exhibit "A".

4.2 This Contract is expressly contingent upon ratification by the Canandaigua Town Board at the next regular Town Board meeting following acceptance by the Seller, but in no event later than March 20, 2017.

4.3 This Contract is expressly contingent upon the Buyer securing approval of this Contract from the New York State granting agency as required by the Standard Terms and Conditions enumerated in the NYS Master Contract for Grants.

4.4 This Contract and the closing of this transaction is expressly contingent upon the Buyer securing any necessary and incidental approvals from any federal and/or state agencies, including any approvals and/or consents necessary by virtue of a certain Memorandum of Agreement between the Federal Aviation Administration, et al, to Address Aircraft-Wildlife Strikes. This contingency shall NOT be subject to the Review Period and shall constitute an absolute contingency.

4.5 This Contract and the closing of this transaction is expressly contingent upon the Town option to complete a wetland delineation to determine any necessary permits that may be required from the Army Corps of Engineers and any other state or federal permitting agency. Wetland Delineation & Report includes field delineation of potential wetland areas or other "Waters of the US" located on the proposed parcel. Field work may include soil auger sampling, visual evaluation of existing vegetation, review of site hydrology, placement of delineation flags around the wetland boundary limits, and locate flagging with handheld GPS unit, and the preparation of any reports necessary and/or incidental to obtaining permits, including, but not limited to, a USACE Jurisdictional Determination Letter.

4.6 This Contract and the closing of this transaction is expressly contingent upon the Buyer and Seller executing satisfactory cross easements for permanent access and utilities to allow Seller and Buyer, and their successors and/or assigns, to use and enjoy the utility and access easement areas set forth on the attached survey.

4.7 The parties contemplate that effectuating the subdivision needed to accomplish this transaction is not subject to subdivision approval by virtue of the fact that the Town of Canandaigua is not required to obtain subdivision approval under a balancing of government interests analysis. The parties recognize that to the extent a later determination is made that a formal subdivision application is required, then this transaction shall be contingent upon such approval.

Buyer and Seller shall use diligent efforts to cause the satisfaction of all the foregoing conditions which, by their terms, Seller or Buyer, as applicable, is obligated to satisfy. If any of the foregoing conditions to Closing have not been satisfied or waived by Buyer and Seller in

their sole discretion on or before the expiration of the Review Period, either Buyer or Seller shall have the right to terminate this Agreement and this Agreement shall be null and void and neither party shall have any further obligation to the other except for Buyer's restoration and indemnification obligations set forth herein.

5. Seller's Covenants; Conditions to Closing.

5.1 Seller hereby covenants and agrees as follows:

5.1.1 From the Effective Date until the Closing Date, Seller shall not take any of the following actions without the prior express written consent of Buyer: (i) make or permit to be made any material alterations to or upon the Premises; (ii) enter into any agreements, leases, or other undertakings with respect to the Premises or any part thereof; (iii) make any commitments or representations to any applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility or any other person or entity that would in any manner be binding upon Buyer or the Premises; or (iv) remove or permit the removal from the Premises of any item included in the Premises.

5.1.2 Seller shall maintain the Premises in the same condition as on the Effective Date. Seller shall make all ordinary replacements to the Premises, if any.

5.1.3 Seller shall not mortgage or encumber the Premises or execute any easements, covenants, conditions or restrictions with respect to the Premises or seek any zoning change or other governmental approval with respect to the Premises without first obtaining Buyer's prior written consent in each instance.

5.1.5 Seller shall (a) pay in a timely fashion all taxes and other public charges against the Premises, and (b) provide Buyer, within ten (10) days of receipt, with copies of any notices Seller receives with respect to any special assessments or proposed increases in the valuation of the Premises.

6. Closing.

6.1 Closing shall take place at the Brocklebank Firm, 51 North Main Street, Canandaigua, New York, or by mail, on or about August 9, 2017 or within thirty (30) days following removal of all contingencies by the Buyer, whichever is later, or on such earlier date or place as Seller and Buyer may mutually agree.

7. Title and Conveyance.

7.1 Upon payment of the Purchase Price to Seller, as herein provided, Seller agrees to assign and convey to Buyer good, marketable title to the Premises, free and clear of all monetary liens and encumbrances, easements and restrictions, except public utility easements along the lot lines.

7.2 In the event that Buyer shall raise written objection to Seller's title, which, if valid would render title unmarketable, Buyer shall have the right, as its sole and exclusive remedy, to cancel this Contract by giving written notice of such cancellation to Seller within 20 days after receipt of the updated abstract of title from Seller and all further obligations under this Contract shall cease, provided, however, that if Seller shall be able to cure the objection within 20 days after Seller's receipt of written notice from Buyer, or if either party secures a commitment for title insurance at standard rates in face amount equal to the Purchase Price, to insure marketability of title against the objection raised for the benefit of Buyer, and Buyer agrees to accept insurable title, Seller shall pay the cost thereof, and in such event this Contract shall remain and continue in full force and effect.

8. Representations and Warranties of Seller.

8.1. Seller represents and warrants to Buyer as follows:

8.1.1 Seller has full right and authority to enter into this Contract and to perform all of the obligations of Seller contained herein. Seller owns fee simple title to the Premises.

8.1.2 No action, suit or other proceeding (including, but not limited to, condemnation actions) is pending that concerns or involves the Premises or Seller's interest in the Premises.

8.1.3 Except as otherwise set forth herein, no portion of the Premises is occupied or used in any manner by any person or entity. No person or entity has any right or option to purchase or otherwise acquire the Premises or any portion thereof, or any other rights with respect to the Premises.

8.1.4 To the Seller's actual knowledge formed without any inquiry or investigation that there are no violations of any laws, ordinances, orders, regulations or requirements of any federal, state, county or municipal authority or any insurance carrier ("Laws") affecting the Premises or any portion thereof (including, without limitation, Environmental Laws and the Americans with Disabilities Act), if applicable.

8.1.5 No work has been performed at the Premises, and no materials have been furnished to the Premises, which though not presently the subject of a lien might give rise to mechanics', materialmen's or other liens against Seller's interest in the Premises or any portion thereof.

8.1.6 Except for this Contract, Seller has not entered into any contract to sell, encumber or lease the Property or any part thereof.

8.1.7 To the Seller's actual knowledge formed without any inquiry or investigation that there are no Hazardous Substances (as defined below) over, beneath, in or on the Premises or any portion thereof, from any source whatsoever in violation of Environmental Laws. For purposes hereof, "**Hazardous Substances**" shall mean hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. 9601(14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. 9601(33), or hazardous waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. 6903(5), or other similar applicable federal or state laws (collectively, "**Environmental Laws**"), including, but not limited to, asbestos, radon, oil or other petroleum products, PCBs and urea formaldehyde.

8.1.8 Seller has no actual knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Premises or any portion thereof.

8.1.9 Except as otherwise specifically set forth herein, Buyer is purchasing the Premises in AS-IS condition as of the date of Closing. This provision does not constitute any waiver of any claim based upon Seller's fraud, Seller's misrepresentation, and/or Seller's concealment of any fact known to Seller.

9. Provisions with Respect to Closing.

9.1 At closing, Seller shall deliver to Buyer the following:

9.1.1 A warranty deed to the Premises, duly executed by Seller and acknowledged and in proper form for recording with State transfer taxes paid by Seller;

9.1. Such evidence or affidavits as may be reasonably required by Buyer or Buyer's title company regarding the status of title and the authority of the persons executing the various documents on behalf of Seller in connection with the transactions contemplated hereby.

9.2 At closing, Buyer shall deliver to Seller the payment required by Section 2.

9.3 Buyer and Seller shall each execute and deliver at closing an appropriate TP-584 of the New York State Department of Taxation and Finance, as well as an RP-5217.

10. Prorations and Expenses.

10.1 At Closing, the following items shall be prorated as of 11:59 p.m. of the Effective Date. To the extent that the amounts of the items to be prorated are ascertainable as of the date of closing, they shall be prorated at closing and adjustment upward or downward, as the case may be, and shall be made to the cash portion of the purchase price payable at closing based on such prorations. To the extent that the amounts of the items to be adjusted are not reasonably ascertainable as of the date of closing, they shall be adjusted as promptly after closing as the amounts thereof are ascertained. Any errors or omissions in computing prorations at closing

14. Default by Buyer or Seller; Termination of Contract.

14.1 Should Buyer default on its obligations provided herein, Seller shall be entitled to terminate this Contract or to pursue any other right that Seller may enjoy including the right to seek all of Seller's damages occasioned by the Buyer's default. Should Seller default on its obligations provided herein or if there should be a material breach of any of Seller's representations or warranties hereunder, Buyer shall be entitled to termination of this contract or to seek specific performance of this Contract.

15. Entire Agreement.

15.1 This is the entire agreement between the parties and there are no other terms, obligations, covenants, representations, or conditions, oral or otherwise, of any kind, whatsoever. Any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

16. Notices.

16.1 All notices, requests and other communications under this Contract shall be in writing and shall be delivered personally, or shall be sent by overnight mail or by certified mail return receipt request, to the address of each party set forth herein with a copy, addressed as follows:

If intended for Seller,
To be sent to

With a copy to:

If intended for Buyer,
To be sent to:

Greg Westbrook, Supervisor and
Jean Chrisman, Clerk
Town of Canandaigua
5440 Routes 5 & 20 West
Canandaigua, NY 14424

With a copy to:

Derek G. Brocklebank, Esq.
The Brocklebank Firm
51 North Main Street
Canandaigua, NY 14424

Or such other address of which Seller or Buyer shall have given notice as herein provided. The parties hereby authorize their respective attorneys to give and receive notices hereunder on their behalf. All such notices, requests and other communications shall be deemed to have been

sufficiently given for all purposes hereof on the third day after mailing thereof, or on the date of actual receipt, whichever is earlier.

17. Miscellaneous.

17.1 The captions in this Contract are inserted for reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

17.2 This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns.

17.4 This Contract may be executed in counterparts.

17.5 All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

17.6 No delay or omission by either party hereto in exercising any right shall impair any such right or be construed to be a waiver of such right.

17.7 All representations and warranties contained herein shall not survive closing, except those related to Seller's representations.

17.8 This Contract shall be governed by the laws of the State of New York.

17.9 Partial invalidity of this Contract shall not render the remainder of this Contract unenforceable.

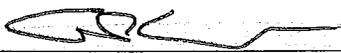
17.10 Neither Buyer nor Seller have made any representations other than expressly set forth in this Agreement.

LIFE OF OFFER: This offer shall expire within ten (10) days at 5:00 p.m. of the date signed by Buyer.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and date first above written.

BUYER:

Town of Canandaigua

By:  Dated: 1/31/17
Name: Greg Westbrook
Its: Supervisor

SELLER:

Synergy Field, LLC

By: _____

Name: Jay Mills, member

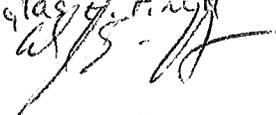
By: *Robert Johnston* 2/2/17

Name:

NOTARY

STATE OF NEW YORK
COUNTY OF ONTARIO

BE FOR ME PERSONALLY APPEARED
ROBERT JOHNSTON OF SYNERGY FIELD, LLC
ON FEBRUARY 2, 2017.

Douglas E. Finch


DOUGLAS E. FINCH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01F16128153
Qualified in Ontario County
My Commission Expires 02/26/17

Exhibit "A"

INSPECTION

Any inspection by Buyer under the terms of this Contract shall be subject to the following: (i) on any day while this Contract remains in effect to enter in and upon the unimproved portion of the Premises, to inspect it and to make such surveys, tests and measurements as may be reasonably necessary; and (ii) to inspect the improvements on the Premises on any day, upon reasonable advance prior notice to Seller and subject to the rights of tenants under the leases. Buyer further agrees that in conducting any inspections, investigations or tests of the Premises, Buyer and its agents and representatives will (i) not materially interfere with the operation and maintenance of the Premises or any development or business conducted thereon; (ii) not materially damage any part of the Premises or any Personal Property owned or held by any third party; (iii) not injure or otherwise cause bodily harm to Seller or their tenants, agents, invitees, contractors and employees; (iv) maintain commercial general liability insurance of \$1,000,000.00 combined single limit for bodily injury, death, or Premises damage, covering any accident arising in connection with the presence of Buyer, its agents or representatives, on the Premises; (v) promptly pay when due the costs of all tests, investigations and examinations done by Buyer with regard to the Premises; (vi) not permit any liens to attach to the Premises or any part thereof by reason of the exercise of Buyer's rights hereunder; (vii) not conduct any intrusive testing or soil borings without Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed; (viii) fully restore the Premises to substantially the same condition in which it was found before any such inspections or tests were undertaken; and (ix) notify Seller of its inspections such that Seller and its agents and representatives may be present during any such inspection, investigation or test. Buyer agrees to indemnify Seller from and against any and all loss, liability, expense, fees (including reasonable attorneys' fees) and costs resulting from bodily injury or Premises damage caused by any act or omission by Buyer or its representatives in conducting Buyer's due diligence investigation. The provisions of this Section shall survive the expiration (or sooner termination) of this Contract or the Closing. In the event this Contract is terminated for any reason, Buyer hereby agrees to promptly (i) return to Seller all the due diligence information Seller provided to Buyer and (ii) provide upon Buyer's receipt of written request by Seller a copy any third party inspection reports obtained by Buyer in connection with this Contract.

ATTACHMENT 20

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 1 of 2)

1. Date Notice Was Sent: 8/29/17 1a. Delivered by: CERTIFIED MAIL

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

- New Application
- Renewal
- Alteration
- Corporate Change
- Removal
- Class Change

For **New** applicants, answer each question below using all information known to date.

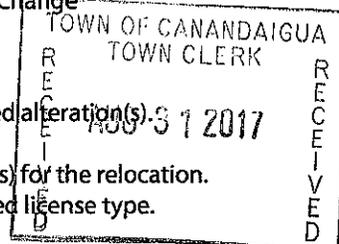
For **Renewal** applicants, set forth your approved Method of Operation only.

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.



This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: TOWN CLERK CANADAIGUA

Applicant/Licensee Information

4. License Serial Number, if Applicable: PENDING Expiration Date, if Applicable: _____

5. Applicant or Licensee Name: CATCH 407 LLC

6. Trade Name (if any): CATCH 407

7. Street Address of Establishment: 3255 ROUTE 364

8. City Town or Village: CANADAIGUA, **NY** Zip Code: 14424

9. Business Telephone Number of Applicant/Licensee: 585-364-8008

10. Business Fax Number of Applicant/Licensee: N/A

11. Business E-mail of Applicant/Licensee: CATCH407@GMAIL.COM

12. Type(s) of Alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

13. Extent of Food Service: Full food menu; Full Kitchen run by a chef or cook Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment: FULL SERVICE RESTAURANT

15. Method of Operation: (Check all that apply)

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.): _____

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify): _____

16. Licensed Outdoor Area: (Check all that apply)

None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure

Sidewalk Cafe Other (specify): _____

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

17. List the floor(s) of the building that the establishment is located on:

18. List the room number(s) the establishment is located in within the building, if appropriate:

19. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

20. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.

22. Does the applicant or licensee own the building in which the establishment is located? Yes (If Yes SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:

24. Building Owner's Street Address:

25. City, Town or Village: State: Zip Code:

26. Business Telephone Number of Building Owner:

Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice

27. Representative/Attorney's Full Name:

28. Street Address:

29. City, Town or Village: State: Zip Code:

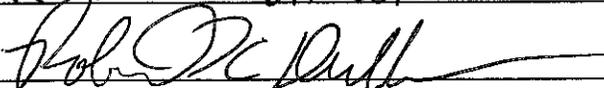
30. Business Telephone Number of Representative/Attorney:

31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: X 

ATTACHMENT 21

Description of the abandoned portion of Hillside Avenue

All that tract or parcel of land situate in the Town of Canandaigua, County of Ontario, and State of New York,

Beginning at the intersection of the north west boundary line of tax map 98.17-1-21.000, now or formerly of Charles Wochele and Linda Dworaczyk, with the northeast corner of a non-developed highway known as Hillside Avenue, at a point along the south boundary line of tax map 98.17-1-20.000, now or formerly of James and Patricia Euwer; thence

1. Proceeding along the north boundary line of a non-developed highway known as Hillside Avenue, and also being the south boundary line of tax map 98.17-1-20.000, now or formerly of James and Patricia Euwer, to the northwest corner of a non-developed highway known as Hillside Avenue, and also being the northeast corner of that otherwise landlocked portion of tax map 98.17-1-21.000, now or formerly of Charles Wochele and Linda Dworaczyk, to a point; thence

2. Proceeding along the west boundary line of a non-developed highway known as Hillside Avenue and along the otherwise landlocked portion of tax map 98.17-1-21.000, now or formerly of Charles Wochele and Linda Dworaczyk, to the southeast corner of the otherwise landlocked portion of tax map 98.17-1-21.000, now or formerly of Charles Wochele and Linda Dworaczyk to a point; thence

3. Proceeding in an easterly direction across a non-developed highway known as Hillside Avenue to the south west corner of tax map 98.17-1-21.000, now or formerly of Charles Wochele and Linda Dworaczyk; thence

4. Proceeding north along the east boundary line of a non-developed highway known as Hillside Avenue and along the west boundary line of tax map 98.17-1-21.000, now or formerly of Charles Wochele and Linda Dworaczyk, to the point and place of beginning.

UNQUALIFIED ABANDONMENT OF A PORTION OF HILLSIDE AVENUE
UNDER SECTION 205 OF THE HIGHWAY LAW OF THE
STATE OF NEW YORK

I, James Fletcher, Highway Superintendent of the Town of Canandaigua, County of Ontario, New York, do hereby certify that a portion of Hillside Avenue, is abandoned and has not been traveled or used as a highway for six years and therefore is unqualifiedly abandoned according to section 205 of the Highway Law of the State of New York. The description of the portion of Hillside Avenue that is abandoned is attached.

James Fletcher, Highway Superintendent

Also, we the undersigned members of the Town Board of the Town of Canandaigua, constituting a majority thereof, do hereby consent to the making and filing of this certificate and do hereby sign the same and ratify the prior abandonment and declare that portion of the highway as described on the attached to be abandoned pursuant to section 205 of the Highway Law of the State of New York.

Supervisor – Greg Westbrook

Town Board Member – Keith Cutri

Town Board Member – Terry Fennelly

Town Board Member – Kevin Reynolds

Town Board Member – Linda Dworaczyk (abstaining)

Filed and recorded in the office of the Town Clerk this _____, 2017.

Jean Chrisman, Town Clerk

ATTACHMENT 22

April 6, 2017

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

**RE: CENTERPOINTE APARTMENTS, PHASE 3— LOT R1F AND R1G
WATERMAIN EASEMENTS AND AUBURN TRAIL EASEMENTS
TAX MAP NO. 56.00-1-55.22
CPN No. 024-15
MRB PROJECT NO.: 0300.12001.000 – PHASE 015**

Dear Mr. Brocklebank:

MRB Group has completed a review of the 40' Wide Auburn Trail Easement Map and Easement Description for Lot R1F, including the 20' Wide Watermain Easement Maps and Easement Descriptions for Lots R1F and R1G prepared by McMahon LaRue Associates dated March 21, 2017.

Please note the based on our review of the Maps and Easement Descriptions as referenced above for the Centerpointe Apartments, Phase 3 project are accurate and complete. They have been forwarded to your attention for review and approval as required by the Town of Canandaigua. Please complete your review and forward your findings to the Town Development Office.

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

Sincerely,



Lance S. Brabant, CPESC
Senior Planning Associate

C Doug Finch – Town Manager
Chris Jensen, P.E. - Code Enforcement Officer
Jim Fletcher - Highway and Water Supt.
Jean Chrisman – Town Clerk
Greg McMahon, P.E. – McMahon LaRue Associates

**DESCRIPTION OF
PROPOSED 40 FOOT WIDE AUBURN TRAIL EASEMENT
TO THE TOWN OF CANANDAIGUA**

ALL THAT TRACT OR PARCEL of land situated in part of Town Lot 103, Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

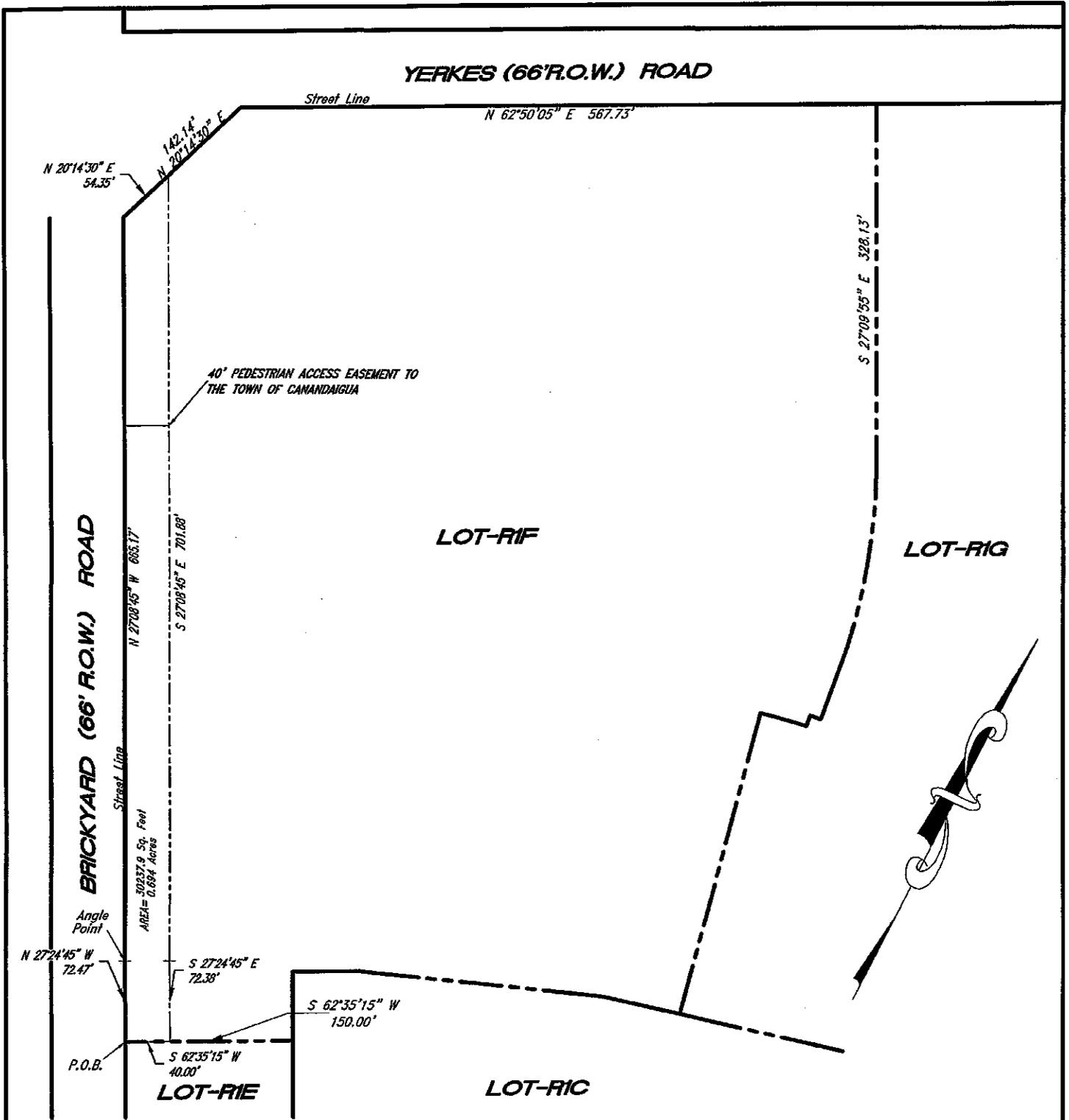
BEGINNING AT A POINT, being the northwest corner of Lot-R1E.; thence,

1. N 27°-24'-45" W, a distance of 72.47 feet to an angle point on the east right of way of Brickyard Road; thence,
2. N 27°-08'-45" W, a distance of 665.17 feet to a point; thence,
3. N 20°-14'-30" E, a distance of 54.35 feet to a point along the south right of way of Yerkes Road; thence,
4. S 27°-08'-45" E, a distance of 701.88 feet to a point; thence,
5. S 27°-24'-45" E, a distance of 72.38 feet to a point; thence,
6. S 62°-35'-15" W, a distance of 40.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 30,237.9 Square Feet, or 0.694 Acres of land, more or less.

ALL AS SHOWN ON ATTACHED EASEMENT MAP prepared by McMahon LaRue Associates, P.C. dated, March 21, 2017.

RECEIVED
3-23-17

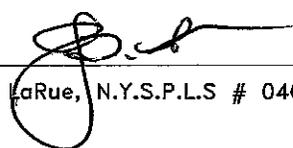


Note: The use of this map in conjunction with an affidavit of no changes releases the surveyor of all responsibility.

Stake(s) Note: No stakes were set at the time of this survey. Existing stakes may be shown. Call us for a quote to set lot stakes.

COPYRIGHT © by McMahon LaRue Associates P.C. 2017

I hereby certify to the parties listed hereunder that this map was made using the reference material listed hereon and the notes of an instrument survey performed in accordance with the current standards of the New York State Association of Professional Land Surveyors completed on


 Alfred I. LaRue, N.Y.S.P.L.S # 046558

Note: Ties are not taken to foundation unless specified
 Field work to obtain ties was performed at a 1: 10000 or better precision
 This is not a true valid copy without the land surveyors inked signature and embossed seal.

Easements Lot-R1F

ACCESS EASEMENT MAP

Address 5676-5698 Yerkes Road Town: CANANDAIGUA

Lot No. LOT-R1F Subdivision CENTERPONTE PARK

Reference Data
 Liber #31280 of Maps Page Liber of Deeds Page

Client MORGAN MANAGEMENT

Abstract By NONE PROVIDED

By BJW Date 03/21/17 Scale 1"= 120' No. 56.00-01-55.22


McMahon LaRue Associates, P. C.
 Engineers & Surveyors

822 Holt Road
 Webster, NY 14580
 (585) 436-1080
 www.McMahon-LaRue.com

**DESCRIPTION OF
PROPOSED 20 FOOT WIDE WATERMAIN EASEMENT
TO CANANDAIGUA/FARMINGTON
WATER DISTRICT**

ALL THAT TRACT OR PARCEL of land situated in part of Town Lot 103, Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

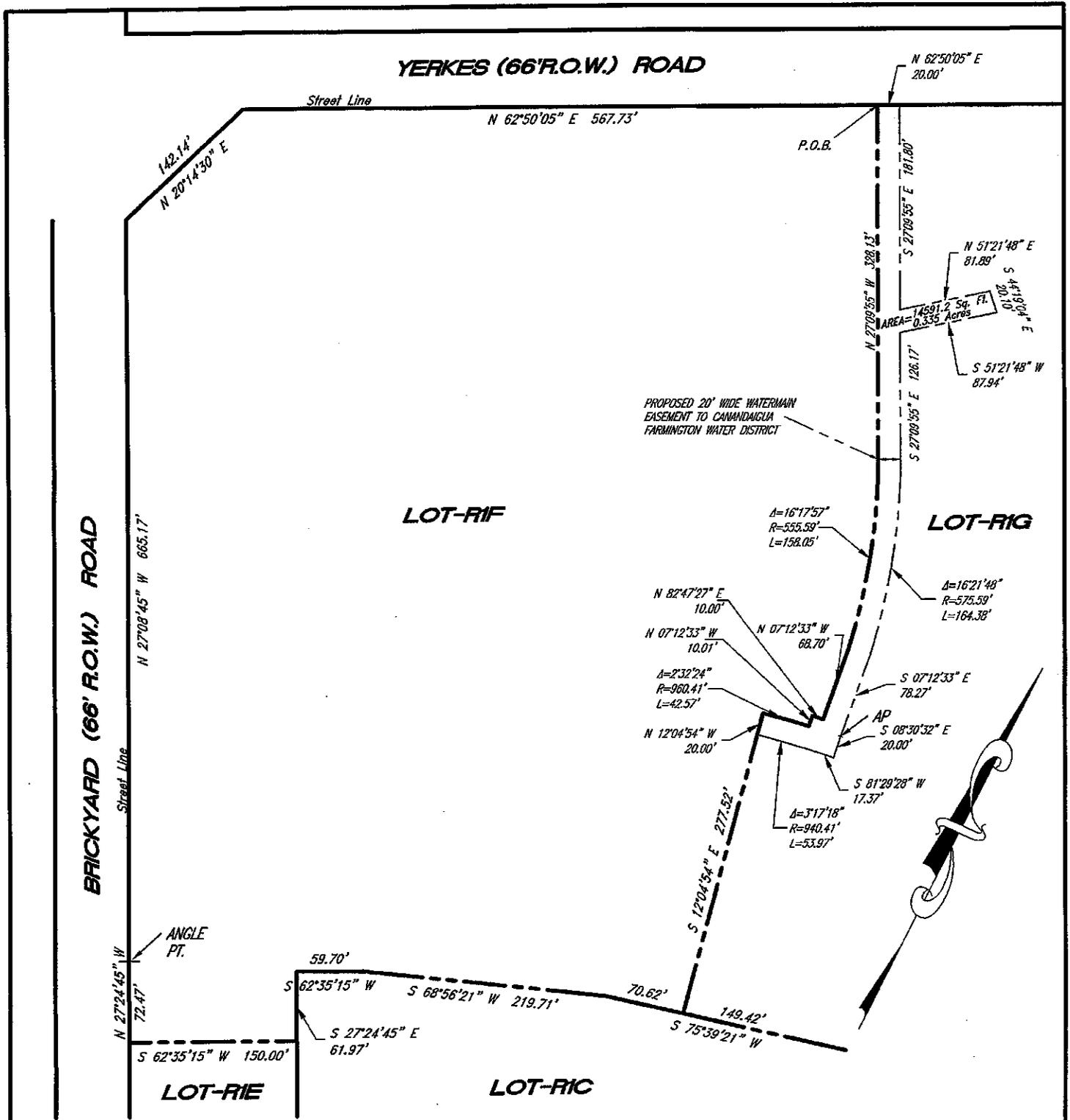
BEGINNING AT A POINT, being 567.73 feet easterly of an angle point along the south right of way line of Yerkes Road (66' ROW); thence,

1. N 62°-50'-05" E, a distance of 20.00 feet to a point; thence,
2. S 27°-09'-55" E, a distance of 181.80 feet to a point; thence,
3. N 51°-21'-48" E, a distance of 81.89 feet to a point; thence,
4. S 44°-19'-04" E, a distance of 20.10 feet to a point; thence,
5. S 51°-21'-48" W, a distance of 87.94 feet to a point; thence,
6. S 27°-09'-55" E, a distance of 126.17 feet to a point of curvature; thence,
7. Southerly, along a curve to the right, having a radius of 575.59 feet, a central angle of 16°-21'-48", an arc length of 164.38 feet to a point; thence,
8. S 07°-12'-33" E, a distance of 78.27 feet to a point; thence,
9. S 08°-30'-32" E, a distance of 20.00 feet to a point; thence,
10. S 81°-29'-28" W, a distance of 17.37 feet to a point of curvature; thence,
11. Westerly, along a curve to the left, having a radius of 940.41 feet, a central angle of 3°-17'-18", an arc length of 53.97 feet to a point; thence,
12. N 12°-04'-54" W, a distance of 20.00 feet to a point of curvature; thence,
13. Easterly, along a curve to the right, having a radius of 960.41 feet, a central angle of 2°-32'-24", an arc length of 42.57 feet to a point; thence,
14. N 07°-12'-33" W, a distance of 10.01 feet to a point; thence,
15. N 82°-47'-27" E, a distance of 10.00 feet to a point; thence,
16. N 07°-12'-33" W, a distance of 68.70 feet to a point of curvature; thence,
17. Along a curve to the left, having a radius of 555.59 feet, a central angle of 16°-17'-57", an arc length of 158.05 feet to a point of tangency; thence,
18. N 27°-09'-55" W, a distance of 328.13 feet to the **POINT OF BEGINNING**.

CONTAINING: 14,591.2 Square Feet, or 0.335 Acres of land, more or less.

ALL AS SHOWN ON ATTACHED EASEMENT MAP prepared by McMahon LaRue Associates, P.C. dated March 21, 2017.

RECEIVED
3-30-17

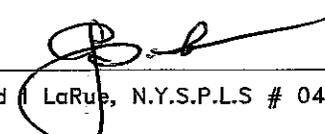


Note: The use of this map in conjunction with an affidavit of no changes releases the surveyor of all responsibility.

Stake(s) Note: No stakes were set at the time of this survey. Existing stakes may be shown. Call us for a quote to set lot stakes.

COPYRIGHT © by McMahon LaRue Associates P.C. 2017

I hereby certify to the parties listed hereunder that this map was made using the reference material listed hereon and the notes of an instrument survey performed in accordance with the current standards of the New York State Association of Professional Land Surveyors completed on


 Alfred J. LaRue, N.Y.S.P.L.S. # 046558

Note: Ties are not taken to foundation unless specified
 Field work to obtain ties was performed at a 1: 10000 or better precision
 This is not a true valid copy without the land surveyors inked signature and embossed seal.

Easements Lot-R1F



822 Holt Road
 Webster, NY 14580
 (585) 436-1080
 www.McMahon-LaRue.com

CENTERPOINTE PARK WATERMAIN EASEMENT MAP

Address 5676-5698 Yerkes Road Town: CANANDAIGUA

Lot No. LOT-R1G Subdivision CENTERPOINTE PARK

Reference Data
 Liber #31280 of Maps Page Liber of Deeds Page

Client MORGAN MANAGEMENT

Abstract By NONE PROVIDED

By BJW Date 03/21/17 Scale 1"= 120' No. 56.00-01-55.22

**DESCRIPTION OF
PROPOSED 20 FOOT WIDE WATERMAIN EASEMENT
TO CANANDAIGUA/FARMINGTON
WATER DISTRICT**

ALL THAT TRACT OR PARCEL of land situated in part of Town Lot 103, Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows:

BEGINNING AT A POINT, being 650.80 feet southerly from an angle point in the east right of way of Brickyard Road (66' ROW). Said angle point being near the intersection of Brickyard Road and Yerkes Road (66' ROW); thence,

1. N 62°-48'-52" E, a distance of 326.26 feet to a point; thence,
2. N 12°-04'-23" W, a distance of 176.00 feet to a point; thence,
3. N 23°-08'-35" W, a distance of 46.45 feet to a point of curvature; thence,
4. Westerly, along a curve to the left, having a radius of 940.41 feet, a central angle of 01°-01'-39", an arc length of 16.86 feet to a point; thence,
5. N 72°-14'-34" W, a distance of 26.57 feet to a point; thence,
6. S 17°-45'-26" W, a distance of 10.00 feet to a point; thence,
7. N 72°-14'-34" W, a distance of 20.00 feet to a point; thence,
8. N 17°-45'-26" E, a distance of 10.00 feet to a point; thence,
9. N 72°-14'-34" W, a distance of 22.29 feet to a point; thence,
10. N 27°-09'-57" W, a distance of 198.01 feet to a point; thence,
11. N 17°-50'-05" E, a distance of 44.96 feet to a point; thence,
12. N 27°-09'-55" W, a distance of 31.17 feet to a point; thence,
13. S 62°-50'-05" W, a distance of 45.04 feet to a point; thence,
14. N 69°-45'-30" W, a distance of 151.03 feet to a point; thence,
15. N 20°-31'-35" E, a distance of 20.00 feet to a point; thence,
16. S 69°-45'-30" E, a distance of 142.15 feet to a point; thence,
17. N 62°-50'-05" E, a distance of 367.31 feet to a point; thence,
18. S 27°-09'-55" E, a distance of 20.00 feet to a point; thence,
19. S 62°-50'-05" W, a distance of 311.06 feet to a point; thence,
20. S 27°-09'-55" E, a distance of 39.45 feet to a point; thence,
21. S 17°-50'-05" W, a distance of 44.96 feet to a point; thence,
22. S 27°-09'-57" E, a distance of 181.43 feet to a point; thence,
23. S 72°-14'-34" E, a distance of 52.83 feet to a point of curvature; thence,
24. Easterly, along a curve to the right, having a radius of 960.41 feet, a central angle of 12°-13'-54", an arc length of 205.03 feet to a point; thence,
25. S 12°-04'-54" E, a distance of 20.00 feet to a point of curvature; thence,
26. Westerly, along a curve to the left, having a radius of 940.41 feet, a central angle of 10°-27'-07", an arc length of 171.55 feet to a point; thence,
27. S 23°-08'-35" E, a distance of 48.39 feet to a point; thence,
28. S 12°-04'-23" E, a distance of 193.25 feet to a point; thence,

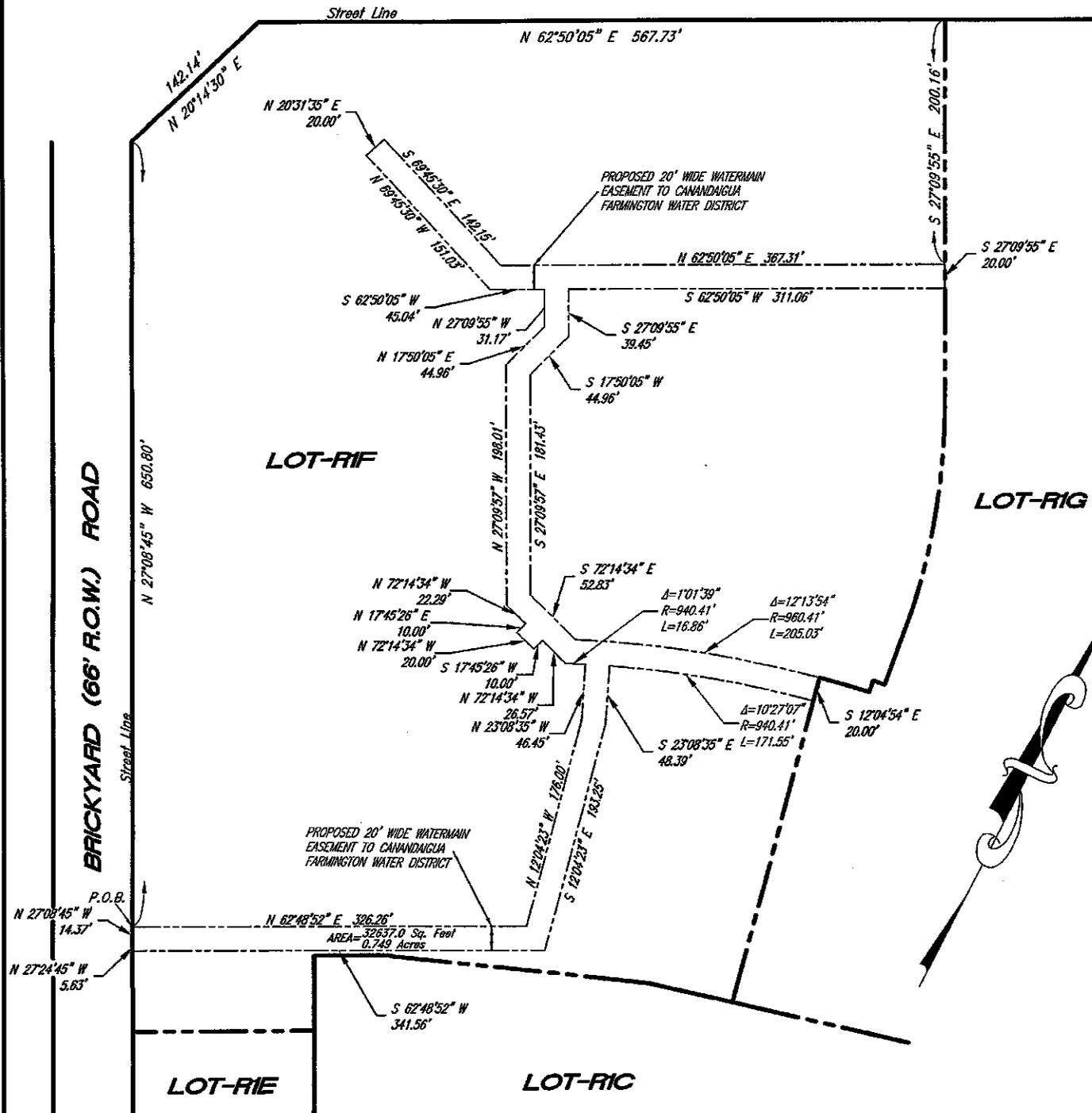
RECEIVED
3-25-17

29. S 62°-48'-52" W, a distance of 341.56 feet to a point, being on the easterly right of way of Brickyard Road (66' ROW); thence,
30. N 27°-24'-45" W, along the easterly right of way of Brickyard Road, a distance of 5.63 feet to an angle point in the right of way; thence,
31. N 27°-08'-45" W, a distance of 14.37 feet to the **POINT OF BEGINNING**.

CONTAINING: 32,637.0 Square Feet, or 0.749 Acres of land, more or less.

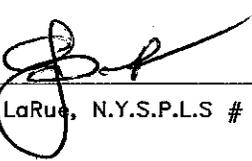
ALL AS SHOWN ON ATTACHED EASEMENT MAP prepared by McMahon LaRue Associates, P.C. dated March 21, 2017.

YERKES (66'R.O.W.) ROAD



Note: The use of this map in conjunction with an affidavit of no changes releases the surveyor of all responsibility.
Stake(s) Note: No stakes were set at the time of this survey. Existing stakes may be shown. Call us for a quote to set lot stakes.

COPYRIGHT © by McMahon LaRue Associates P.C. 2017
 I hereby certify to the parties listed hereunder that this map was made using the reference material listed hereon and the notes of an instrument survey performed in accordance with the current standards of the New York State Association of Professional Land Surveyors completed on


 Alfred I. LaRue, N.Y.S.P.L.S # 046558

Note: Ties are not taken to foundation unless specified
 Field work to obtain ties was performed at a 1: 10000 or better precision
 This is not a true valid copy without the land surveyors inked signature and embossed seal.

Easements Lot-R1F



822 Holt Road
 Webster, NY 14580
 (585) 436-1080
 www.McMahon-LaRue.com

CENTERPOINTE PARK WATERMAIN EASEMENT MAP			
Address 5676-5698 Yerkes Road		Town: CANANDAIGUA	
Lot No. LOT-R1F	Subdivision CENTERPOINTE PARK		
Reference Data			
Liber #31280	of Maps Page	Liber	of Deeds Page
Client MORGAN MANAGEMENT			
Abstract By NONE PROVIDED			
By BJW Date 03/21/17 Scale 1"=120' No. 56.00-01-55.22			

ATTACHMENT 23

Request for Proposals (RFP / RFQ)

Released September 19, 2017
Due September 29, 2017

Background

The Town of Canandaigua is interested in receiving proposals for the replacement of a septic tank and effluent pump station serving the washhouse at Onanda Park. The reasons for the replacement as cited in a July 2017 report by the Town Engineer are as follows:

1. The declining health of the system due to its roughly 60 years of service.
2. The odors generated within the area of the pump station and septic tank are adversely affecting the nearby cabins.

Scope of Services

The firm or individual responding to this RFP should review the plans and material including the detailed engineer's report dated July 2017 associated with this RFP posted on the Town of Canandaigua's website townofcanandaigua.org for the most up to date information including sizing requirements of the system to be installed. The firm responding to this proposal should include in their response a detailed description of the work they intend to provide, detailed information about the system they propose to construct (to be reviewed by the Town Engineer), a detailed breakdown of the costs associated with the project including the total labor hours involved, and an estimated time of completion of the project once the award has been granted.

Selection

Any contracts, if awarded, will be to the lowest responsive/responsible bidder(s), in accordance with the Town's Best Value Policy, in part or in whole who meet(s) all the terms of the specifications. Any contract(s) awarded as a result of this bid will be between the Town of Canandaigua and the successful vendor(s). The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Canandaigua shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation. The Town of Canandaigua reserves the right to terminate the selection proceedings at its option at any time during the process.

Submission Procedures

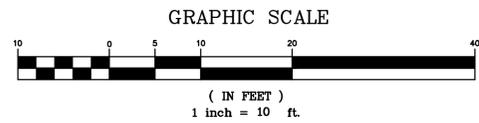
1. One copy of the proposal should be addressed to:

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

1. Proposals may be delivered by mail, courier, or in person to the address above or by e-mail as a PDF document to dfinch@townofcanandaiqua.org.
2. Proposals should be received by the Town no later than 4:00 pm, September 29, 2017.

Miscellaneous

1. The Town reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select contractors for the program outside of the scope of this RFP.
2. The Town assumes no responsibility or liability for costs incurred by respondents to this Request for Proposals, including any requests for additional information, interviews, or negotiations.
3. Minority- and Woman-owned Business Enterprises (M/WBE) are encouraged to respond to the RFP, either as prime or subcontractors.
4. Additional information regarding this RFP may be obtained at the address shown above, by calling the Town Manager, Doug Finch, at 585-394-1120 x2234 or by e-mail to Doug Finch at dfinch@townofcanandaiqua.org.

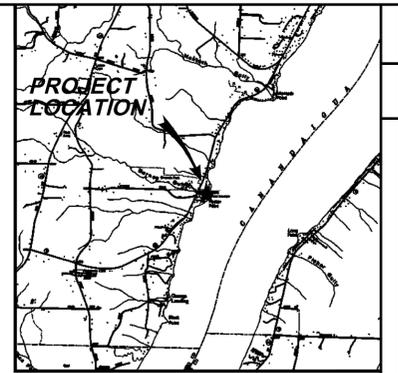


DEMOLITION NOTES:

- CONSTRUCTION METHODS AND OWNER'S MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED OWNERS STANDARD SPECIFICATIONS OR AS SPECIFIED BY THE OWNER.
- ALL SIGNS TO BE REMOVED SHALL BE REVIEWED WITH OWNER FOR POTENTIAL REUSE.
- DEMOLITION DEBRIS FROM THE PROJECT AREA NOT SCHEDULED FOR REUSE INCLUDING, BUT NOT LIMITED TO, STRUCTURES, PAVEMENT, CURBING, WALKS, DRAINAGE STRUCTURES, DEBRIS AND FENCING SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF WITHIN A LOCATION APPROVED BY LOCAL AND STATE ORDINANCES.
- ALL TREES TO REMAIN NEAR THE WORK AREA SHALL BE PROTECTED BY ORANGE CONSTRUCTION FENCING DURING CONSTRUCTION. ALL TREES OUTSIDE THE WORK AREA SHALL NOT BE DISTURBED. ANY PRUNING OF EXISTING TREES DEEMED NECESSARY BY THE CONTRACTOR WITHIN OR OUTSIDE THE WORK LIMITS SHALL REQUIRE APPROVAL BY THE OWNER.

LEGEND

- EXISTING PROPERTY LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK/BUFFER LINE
- PROPOSED SIGN
- EXISTING TREE LINE
- g EXISTING GAS
- ug EXISTING UNDERGROUND ELECTRIC
- st EXISTING STORM SEWER & MANHOLE
- san EXISTING SANITARY SEWER & MANHOLE
- w EXISTING WATERMAIN & HYDRANT
- PROPOSED SANITARY SEWER
- PROPOSED SILT FENCE
- EXIST. CONTOUR
- PROPOSED CONTOUR
- UTILITY POLE



LOCATION MAP

SITE DATA

OWNER

NEW YORK STATE DEC
50 WOLF ROAD
ALBANY, NY 12233

TAX ACCOUNT NO.

154.06-1-11

AREA

7.1 ACRES

ZONING:

RLD - RESIDENTIAL LAKESHORE DISTRICT

FLOOD PLAIN

THE PARCEL, AS SHOWN, FALLS WITHIN THE 100 YEAR FLOOD PLAIN WITH DEPTHS OF LESS THAN 1 FOOT ALONG THE SHORE OF CANANDAIGUA LAKE ACCORDING TO: TOWN OF CANANDAIGUA, MAP NO. 3605980025C, EFFECTIVE MARCH 3, 1997 AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

WETLANDS

- NYSDEC WETLANDS ARE NOT PRESENT ON SITE ACCORDING TO THE NYSDEC ENVIRONMENTAL RESOURCE MAPPER REVIEWED ON 6/19/2017.
- FEDERAL WETLANDS ARE PRESENT ON SITE ACCORDING TO THE NATIONAL WETLAND INVENTORY MAPPER REVIEWED ON 6/19/2017. THE FEDERAL WETLANDS ARE LIMITED TO THE STREAM AT THE SOUTH OF THE PROJECT SITE, AND CANANDAIGUA LAKE. NO WETLAND DISTURBANCE IS PROPOSED.

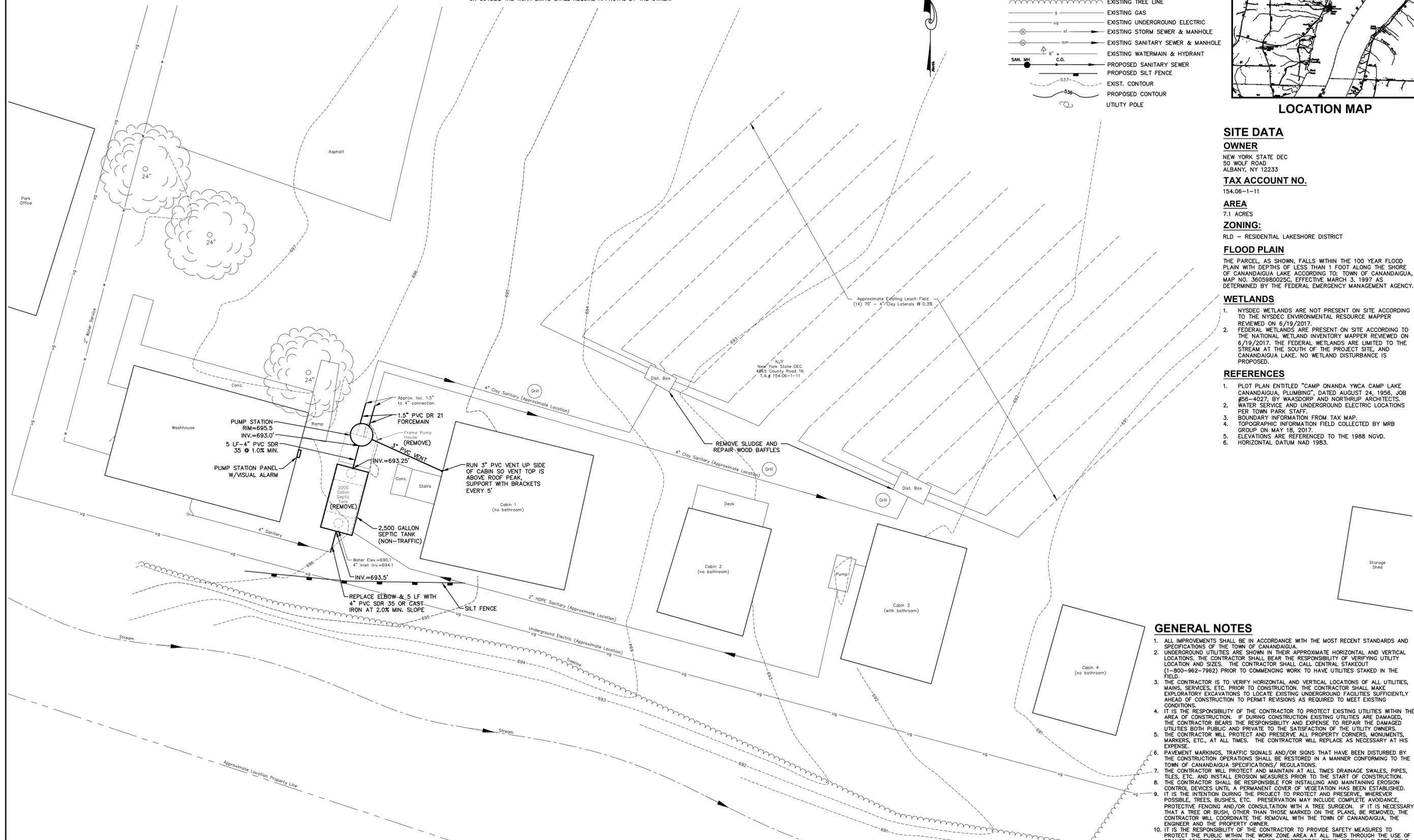
REFERENCES

- PLOT PLAN ENTITLED "CAMP ONANDA YWCA CAMP LAKE CANANDAIGUA, PLUMBING", DATED AUGUST 24, 1956, JOB #65-4027, BY WAASDORP AND WORTHUP ARCHITECTS.
- WATER SERVICE AND UNDERGROUND ELECTRIC LOCATIONS PER TOWN PARK STAFF.
- BOUNDARY INFORMATION FROM TAX MAP.
- TOPOGRAPHIC INFORMATION FIELD COLLECTED BY MRB GROUP ON MAY 18, 2017.
- ELEVATIONS ARE REFERENCED TO THE 1988 NGVD.
- HORIZONTAL DATUM NAD 1983.

GENERAL NOTES

- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF CANANDAIGUA.
- UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE HORIZONTAL AND VERTICAL LOCATIONS. THE CONTRACTOR SHALL BEAR THE RESPONSIBILITY OF VERIFYING UTILITY LOCATION AND SIZES. THE CONTRACTOR SHALL CALL CENTRAL STAKEOUT (1-800-962-7962) PRIOR TO COMMENCING WORK TO HAVE UTILITIES STAKED IN THE FIELD.
- THE CONTRACTOR IS TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES, MAINS, SERVICES, ETC. PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS TO LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS AS REQUIRED TO MEET EXISTING CONDITIONS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. IF DURING CONSTRUCTION EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR BEARS THE RESPONSIBILITY AND EXPENSE TO REPAIR THE DAMAGED UTILITIES BOTH PUBLIC AND PRIVATE TO THE SATISFACTION OF THE UTILITY OWNERS. THE CONTRACTOR WILL PROTECT AND PRESERVE ALL PROPERTY CORNERS, MONUMENTS, MARKERS, ETC., AT ALL TIMES. THE CONTRACTOR WILL REPLACE AS NECESSARY AT HIS EXPENSE.
- PAVEMENT MARKINGS, TRAFFIC SIGNALS AND/OR SIGNS THAT HAVE BEEN DISTURBED BY THE CONSTRUCTION OPERATIONS SHALL BE RESTORED IN A MANNER CONFORMING TO THE TOWN OF CANANDAIGUA SPECIFICATIONS / REGULATIONS.
- THE CONTRACTOR WILL PROTECT AND MAINTAIN AT ALL TIMES DRAINAGE SWALES, PIPES, TILES, ETC. AND INSTALL EROSION MEASURES PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION CONTROL DEVICES UNTIL A PERMANENT COVER OF VEGETATION HAS BEEN ESTABLISHED.
- IT IS THE INTENTION DURING THE PROJECT TO PROTECT AND PRESERVE, WHEREVER POSSIBLE, TREES, BUSHES, ETC. PRESERVATION MAY INCLUDE COMPLETE AVOIDANCE, PROTECTIVE FENCING AND/OR CONSULTATION WITH A TREE SURGEON. IF IT IS NECESSARY THAT A TREE OR BUSH, OTHER THAN THOSE MARKED ON THE PLANS, BE REMOVED, THE CONTRACTOR WILL COORDINATE THE REMOVAL WITH THE TOWN OF CANANDAIGUA, THE ENGINEER AND THE PROPERTY OWNER.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SAFETY MEASURES TO PROTECT THE PUBLIC WITHIN THE WORK ZONE AREA AT ALL TIMES THROUGH THE USE OF ORANGE CONSTRUCTION FENCING, CONES, CONSTRUCTION SIGNS, SIDEWALK CLOSED SIGNS, COVERING OR BACKFILLING EXCAVATIONS, OR USING OTHER DEVICES DEEMED NECESSARY AND APPROPRIATE.
- ALL SIGNS AND LOCATIONS SHALL CONFORM TO TOWN OF CANANDAIGUA STANDARDS.
- THE CONTRACTOR SHALL PROVIDE WATER ON SITE AS NEEDED.

DRAWING ALTERATION: THE FOLLOWING IS AN EXCERPT FROM THE NEW YORK EDUCATION LAW ARTICLE 135 SECTION 7209 (AND APPLICABLE TO THIS DRAWING) "IT IS A VIOLATION OF THIS LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED. THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION."

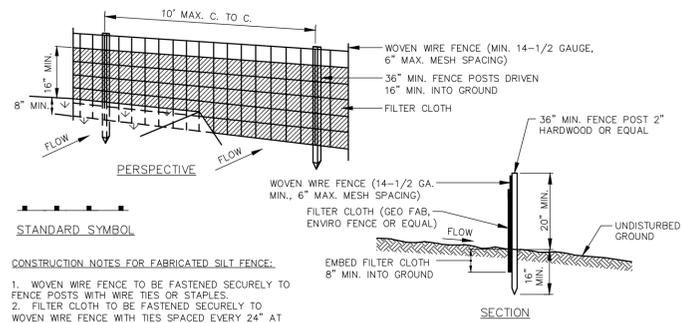


Project Title:		Project No.:	
ONANDA PARK PUMP STATION IMPROVEMENTS		0300.17002	
4965 COUNTY ROAD 16, TOWN OF CANANDAIGUA		Date:	
ONTARIO COUNTY, NEW YORK		5/19/2017	
Drawing Title:		Date:	
SITE & UTILITY PLAN		5/19/2017	
Project Title:		Project No.:	
ONANDA PARK PUMP STATION IMPROVEMENTS		0300.17002	
4965 COUNTY ROAD 16, TOWN OF CANANDAIGUA		Date:	
ONTARIO COUNTY, NEW YORK		5/19/2017	
Drawing Title:		Date:	
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Project Title:		Project No.:	
ONANDA PARK PUMP STATION IMPROVEMENTS		0300.17002	
4965 COUNTY ROAD 16, TOWN OF CANANDAIGUA		Date:	
ONTARIO COUNTY, NEW YORK		5/19/2017	
Drawing Title:		Date:	
SITE & UTILITY PLAN		5/19/2017	

MRB group
Engineering, Architecture & Surveying, D.P.C.
The Calver Road Armory, 145 Calver Road, State 160, Rochester, New York 14620
Phone: 585-381-9250
www.mrbgroup.com

Sheet No. **G-1**
1 of **2**
Project No. **0300.17002**

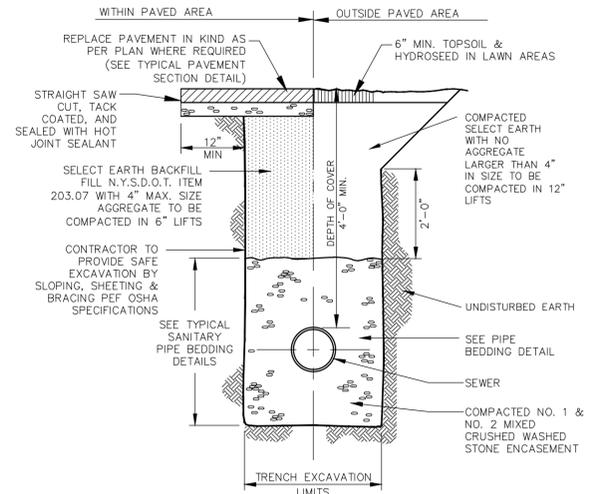
N:\0300_17002\0300.dwg\Onanda Park Base.dwg, 9/11/2017 12:05:05 PM



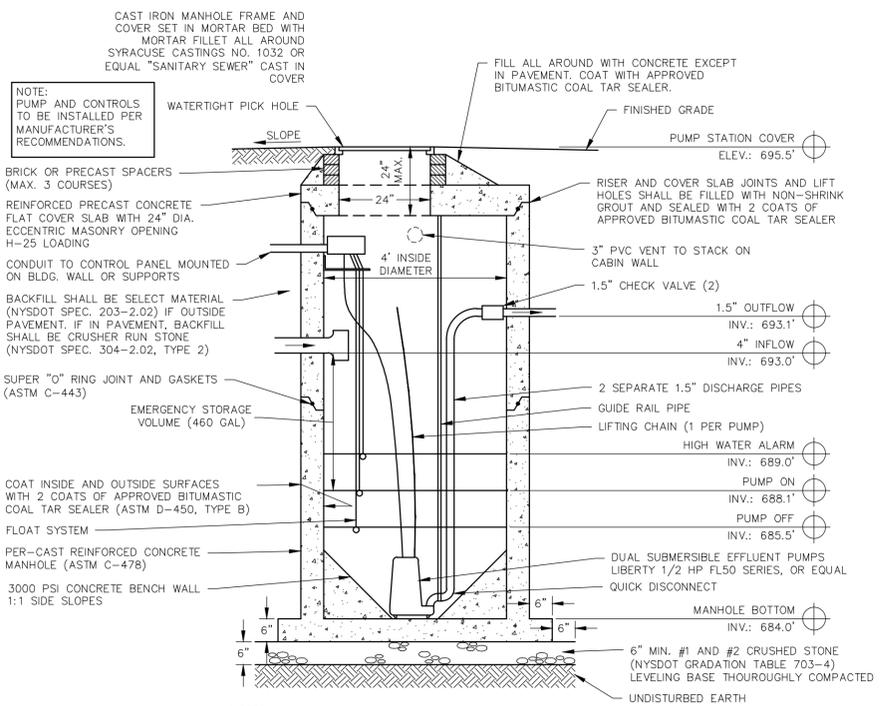
CONSTRUCTION NOTES FOR FABRICATED SILT FENCE:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN 'BULGES' DEVELOP IN THE SILT FENCE.

SILT FENCE
N.T.S.



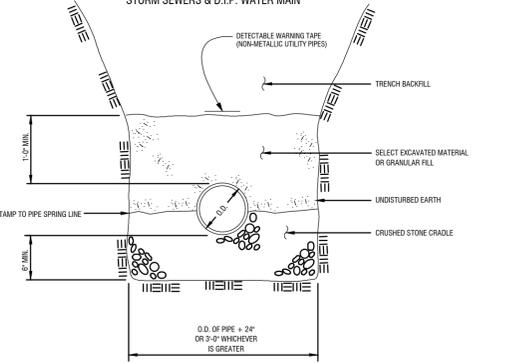
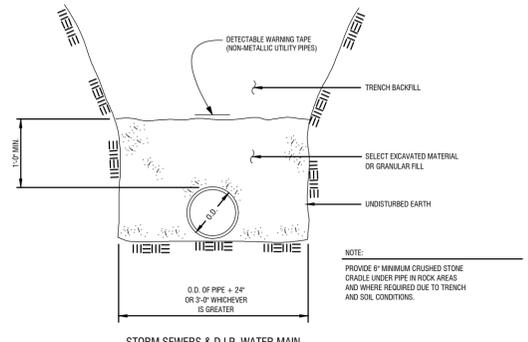
SANITARY & STORM TRENCH DETAIL
N.T.S.



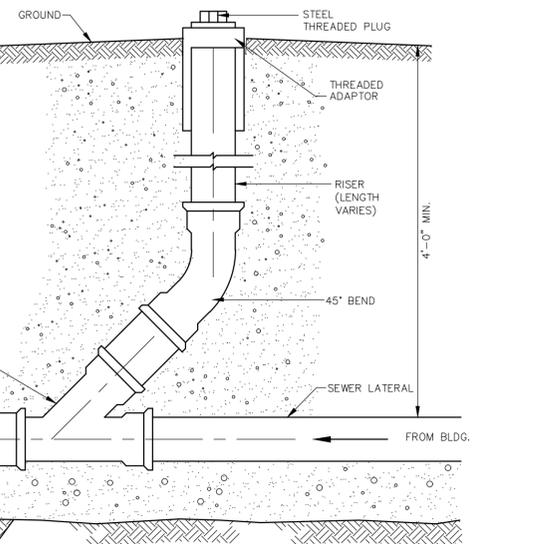
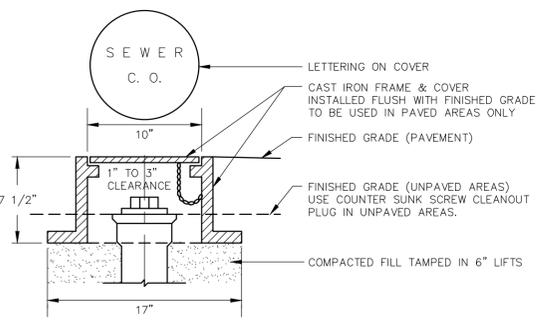
PRIVATE DUPLEX PUMP STATION DETAIL
(N.T.S.)

NOTES:

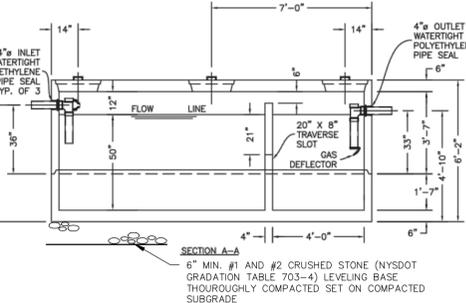
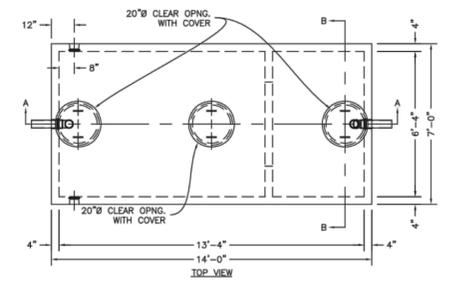
1. ALL PIPE PENETRATIONS SHALL BE SEALED WITH NON-SHRINK EPOXY MORTAR.
2. PROVIDE MANHOLE STEPS AT 12" O.C., ASTM C-478.
3. A PREPACKAGED PUMP STATION OF THE SAME DIMENSIONS IS AN ACCEPTABLE ALTERNATIVE. APPROVAL BY THE TOWN AND PROJECT ENGINEER SHALL BE OBTAINED.



BEDDING DETAILS
N.T.S.



LATERAL CLEANOUT DETAIL
N.T.S.



2500 GALLON SEPTIC TANK DETAIL
(N.T.S.)

SPECIFICATIONS:

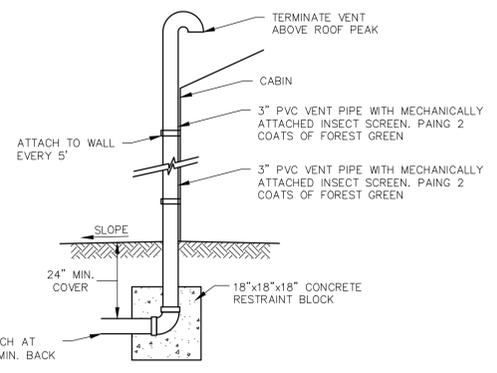
CONCRETE: 4000 P.S.I @ 28 DAYS.
5% - 9%
ENTRAINED AIR: A.S.T.M A496-A615
STEEL: GRADE 60-60KSI.
DESIGN LOADING: A-0.3/300PSF/WALKWAYS. FLOTATION FORCES NOT ACCOUNTED FOR.

WEIGHT: TOP SECTION: 16,829 LBS.
BOTTOM SECTION: 12,028 LBS.
TOTAL: 28,857 LBS.

OUTLET BAFFLE: PIPE BAFFLE BY K.C.P.

OPTIONAL ITEMS: EFFLUENT FILTER
 GAS DEFLECTOR

COVER OVER TANK: MAX 3' OF EARTH FILL.



VENT STACK DETAIL
(N.T.S.)

No.	Revisions and Descriptions	By	Date
1			

Project Title:
**ONANDA PARK PUMP STATION IMPROVEMENTS
4965 COUNTY ROAD 16, TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK**

Project No.:
0300.17002

Drawn By:
KJM

Checked By:
SNS

Scale:
AS SHOWN

Date:
5/19/2017

Drawing Title:
DETAILS

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MRB group
Engineering, Architecture & Surveying, D.P.C.
The Culver Road Armory, 145 Culver Road, Suite 160, Rochester, New York 14620
Phone: 585-381-9250
www.mrbgroup.com

Sheet No.	D-1
2 of 2	
Project No.	0300.17002

N:\0300_17002\0300.dwg\Onanda Park Details.dwg, 9/11/2017 12:07:10 PM

DRAWING ALTERATION
THE FOLLOWING IS AN EXCERPT FROM THE NEW YORK EDUCATION LAW ARTICLE 145 SECTION 7209 AND APPLIES TO THIS DRAWING.
"IT IS A VIOLATION OF THIS LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION."

ATTACHMENT 24

Local Law Filing

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

8/15/17

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

DRAFT

Local Law No. _____ of the year 2017

A local law Residency Requirements for Deputy Town Clerk
(Insert Title)

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 NO. ____ OF THE YEAR 2017

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

SECTION 1. AUTHORITY

This Local Law is adopted pursuant to Municipal Home Rule Law §10[1][ii][a][1] that grants to local governments the authority to enact local laws regarding the qualification of local officers. Furthermore, this local law recognizes that the State Legislature amended Public officers Law §3 adding a new subdivision (20) expanding the residency requirements for a deputy town clerk in the Town Of Mamaroneck, thereby rendering Public officers Law §3 a special law with respect to a deputy town clerk (see cf N.Y. Op. Atty. Gen. (Inf.) No. 91-37).

SECTION 2. SUPERSESSON

The local law shall supersede Public Officers Law §3 and Town Law §23(1) in its application to the office of Deputy Town Clerk for the Town of Canandaigua.

SECTION 3. RESIDENCY REQUIREMENTS FOR THE OFFICE OF DEPUTY TOWN CLERK FOR THE TOWN OF CANANDAIGUA

The persons holding the offices of Deputy Town Clerk need not be a resident nor an elector of the Town of Canandaigua, provided, however, that such person or persons shall reside in Ontario County within the State of New York.

SECTION 4. INCONSISTENCY

All other laws and ordinances of the Town of Canandaigua that are inconsistent with the provisions of this local law are hereby repealed, provided however, that such repeal shall only be to the extent of such inconsistency and in all other respects this local law shall be in addition to such other local laws or ordinances regulating and governing the subject matter covered by this local law.

SECTION 5. SAVINGS CLAUSE

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal, or invalid, such judgment shall not affect, impair, or invalidate the remainder, thereof, but shall be confined in its operation of the clause, sentence, paragraph, worked section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 6. EFFEECTIVE DATE

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

(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____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

DRAFT

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.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

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____.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

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.

(Name of Legislative Body)

(Elective Chief Executive Officer)*

* 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.

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)

DRAFT

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: LL dep. tn. clk res. req.

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)