

**Canandaigua Town Board  
Meeting Agenda  
April 15, 2019  
6:00pm**

- Call To Order and Pledge of Allegiance
  - Pledge Led by Gary Davis, Town Councilman
- Roll Call
  - Town Clerk Confirmation that the meeting was properly advertised
- Circulation of Written Communications and Correspondence
  - Letter, The Ontario County Historical Society Museum and Research Center, Garden Tour on Saturday, June 29<sup>th</sup>, April 5, 2019
  - Letter, Charter Communications, Lauren Kelly – Director of Government Affairs, Upcoming Changes, April 3, 2019
  - Letter, Charter Communications, Lauren Kelly – Director of Government Affairs, Upcoming Changes, April 1, 2019
  - Newsletter, The Inside Dirt – Cornell Cooperative Extension Ontario County, Volume 17, Issue 3, April 2019
  - Letter, Charter Communications, Lauren Kelly – Director of Government Affairs, Upcoming Changes, March 29, 2019
  - Email, Fred Goodnow, Applaud for Comprehensive Plan Meeting, March 28, 2019
  - Letter, Hannah Orbe, Traffic at Old Brookside, March 20, 2019
  - Letter, State of New York Department of Taxation and Finance, Notice of Tentative Telecommunications Ceiling, March 19, 2019
  - Letter, State of New York Department of Taxation and Finance, Notice of Tentative Special Franchise Full Value, March 19, 2019
  - Thank You Note, Jackie Schaffer – Eastern Shore Associates, NYMIR Quote, March 2019
- Privilege of the Floor
- Priority Business
- Presentations
  - Inclusive Playground @ Outhouse Park West (Michael Bentley)

*NOTE: This presentation pertains to Resolution No. 2019 – 114*

  - Lake Friendly Lawn Signs (Linda Dworaczyk)
- Public Hearings
  - Continued Public Hearings:*
    - None
  - New Public Hearings:*
    - None
- Reports of Town Officials and Department Heads – Attachment #1
  - A. Highway / Water Superintendent
  - B. Assessor
  - C. Historian

- D. Town Clerk
- E. Planner
- F. Town Manager
- G. Supervisor / Deputy Supervisor
  - 1. Monthly Financial Reports for March 2019
    - a. Revenue & Expense Report and Cash Summary Report
    - b. Overtime Report – All Departments
    - c. Overtime Report – Highway & Water
- Reports of Committees, Boards and Commissions
  - A. Town Board Committees (as needed)
    - a. Finance – Councilwoman L. Dworaczyk
    - b. Planning – Councilman T. Fennelly
    - c. Environmental – Councilman K. Reynolds
    - d. Ordinance – Councilman G. Davis – Attachment #2
  - B. Planning Board, Chairman T. Schwartz
  - C. Zoning Board of Appeals, Chairman T. Robinson
  - D. Environmental Conservation Board, Chairwoman J. Marthaller
  - E. Citizens' Implementation Committee, Chairwoman S. Reynolds
  - F. Parks & Recreation Committee, Chairman M. MacNeil
  - G. Economic Dev. Committee, Chairs O. Fuller & K. Dworaczyk – Attachment #3
  - H. Special Events Committee, Chairwoman O. Fuller
  - I. Agriculture Committee, Chairman M. Stryker
  - J. Drainage Committee, Chairman C. Oyler – Attachment #4
- Privilege of the Floor
- Resolutions

*Continued Resolutions:*

*New Resolutions:*

## **FINANCE**

- Resolution No. 2019 – 097: Acceptance of the Monthly Financial Reports
- Resolution No. 2019 – 098: Update Town of Canandaigua Corrective Action Plan, NYS Comptroller Audit 2017
- Resolution No. 2019 – 099: Budget Adjustments Due to Elimination of State Funding Through Passage of the New York State Budget
- Resolution No. 2019 – 100: Approval of Budget for Outhouse West Park Project Construction of 2 Soccer/Lacrosse Fields
- Resolution No. 2019 – 101: Acceptance of MRB Group's Proposal for the Preparation of a CFA/CDBG Grant Application for Sanitary Sewer Infrastructure Improvements in the Hamlet of Cheshire and Authorization for Town Manager to Execute Agreement
- Resolution No. 2019 – 102: Acknowledgment of Contract with ESI Employee Assistance Group and Authorization for Town Manager to Execute Documents
- Resolution No. 2019 – 103: Acknowledgement and Authorization of Budget Transfers by Town Manager
- Resolution No. 2019 – 104: Adoption of the Town of Canandaigua Cell Phone Stipend Policy
- Resolution No. 2019 – 105: Approval of Professional Services Agreement with Systems Development Group, Inc. (SDG Inc.)

- Resolution No. 2019 – 106: Authorization for Health Insurance Services for the 2019-2020 Renewal Cycle

## **PLANNING**

- Resolution No. 2019 – 107: Approval of CME Testing Contract and Authorization for Highway Superintendent to Execute Said Contract
- Resolution No. 2019 – 108: Acceptance of the 2018 Annual Drinking Water Quality Report
- Resolution No. 2019 – 109: Contract for Inspection of Town Highway Facility Sprinkler System
- Resolution No. 2019 – 110: Approving Contract with Fast Solutions and Authorizing Execution of Said Contract by Highway Superintendent
- Resolution No. 2019 – 111: Approval of Intermunicipal Agreement with the Town of East Bloomfield Relative to Purchase of Surplus Water and Authorization for Town Manager to Execute Agreement

## **ENVIRONMENTAL**

- None

## **ORDINANCE**

- Resolution No. 2019 – 112: Revising Town of Canandaigua Site Design and Development Criteria
- Resolution No. 2019 – 113: Authorization to Proceed with Mixed Use Zoning, Referral to Planning Board for Site Plan Consideration – City Mini Storage

## **ECONOMIC DEVELOPMENT/GENERAL**

- Resolution No. 2019 – 114: Acknowledgement and Support of Inclusive Playground Project at Outhouse West Park
- Resolution No. 2019 – 115: Appointment of Part-Time Zoning Board of Appeals Secretary
- Resolution No. 2019 – 116: Town of Canandaigua Employee Handbook Modifications
- Resolution No. 2019 – 117: Authorization for Additional Donation of Sick Leave
- Resolution No. 2019 – 118: Request New York State Department of Transportation Make Intersection Improvements at North Street / Macedon Road / North Road Relating to the Addition of Turning Lane Traffic Control Lights and Intersection Alignment
- Resolution No. 2019 – 119: Feron LLC Alcoholic Beverages License Notice
- Resolution No. 2019 – 120: Directing Town Manager to Enter Into a Pilot Program with the City to Provide 100 Passes to Town Parks for City of Canandaigua Residents in Exchange for 100 Passes for Town Residents to Use City Parks
- Resolution No. 2019 – 121: Approval of the Canandaigua LDC Bylaws for the Creation of a Canandaigua Economic Development Entity
- Resolution No. 2019 – 122: Authorizing Town Manager to Execute Memorandum of Understanding with City of Canandaigua for the Creation of Local Development Corporation
- Resolution No. 2019 – 123: Soil Erosion and Sediment Control Surety for 4788 County Road 16 (Tax Map #140.14-1-14.211)
- Resolution No. 2019 – 124: Soil Erosion and Sediment Control Surety for Fox Ridge Subdivision Phase 5B-2 (Tax Map #97.00-1-9.211)

## **RESOLUTION NO. 2019 – 097: 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 March 2019 Monthly Revenue/Expense Control Report, the Highway/Water Department Overtime Report and All Department Overtime Report; and

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

Attachment #1

**RESOLUTION NO. 2019 – 098: UPDATE TOWN OF CANANDAIGUA CORRECTIVE ACTION PLAN, NYS COMPTROLLER AUDIT 2017**

**WHEREAS**, the Town of Canandaigua's finances were audited by the Office of the NYS Comptroller in late 2016 and early 2017 for the time period January 1, 2015 through April 12, 2017; and

**WHEREAS**, as part of the findings the Town Board of the Town of Canandaigua (herein after referred to as 'Town Board') held a public hearing on October 16, 2017 and adopted a Corrective Action Plan as required by the NYS Comptroller; and

**WHEREAS**, the Town's Finance Committee has reviewed the 21 action items in detail in March 2019; and

**WHEREAS**, the Town Board has overseen the implementation and correction of twenty-one action items which were identified in the audit report as:

1. Item # 1: *The Town Board should amend and adopt policies and procedures to govern budget development and monitoring practices and explanations for the level of unrestricted funds to maintain.*
  - o Complete – Budget Development Policy adopted
2. Item # 2: *The Town Board should adopt budgets with realistic estimates of revenues, expenditures and the amount of fund balance to be used to fund operations.*
  - o Complete – 2019 budget included actuals and 5 year forecast
3. Item # 3: *The Town Board should implement plans to address and properly utilize excess fund balance.*
  - o Complete – Fund Balance Policy updated, funds in compliance
4. Item # 4: *The Town Board should develop and adopt comprehensive multiyear financial and capital plans and plan for reserves. These plans should be monitored and updated on an ongoing basis.*
  - o Complete – 2019 budget 5 year forecast, 15 year capital plan
5. Item # 5: *The Supervisor should prepare fund balance and monthly cash flow projections and provide them to the Board to assist in making informed financial decisions.*
  - o Complete – Fund Balance Policy details reporting requirements
6. Item # 6: *The Town Board should adopt a policy for water district accounting to ensure properties are properly charged and charges are equitably distributed.*
  - o Complete – policy adopted
7. Item # 7: *The Town Board should adopt a policy for water adjustments to ensure that there is a process in place to document the purpose for and approval of adjustments.*
  - o Complete – policy adopted
8. Item # 8: *Town officials should establish appropriate accounting records and account for each water fund as a separate entity.*

- Complete – 2019 budget details each fund
- 9. Item # 9: *Town officials should ensure penalties are charged for all late payments, as appropriate.*
  - Complete – new software implemented, policy adopted
- 10. Item # 10: *Town officials should perform and document reconciliations to ensure that all properties in each district/extension are paying the appropriate amounts.*
  - Complete – annual review re: budget, and audit
- 11. Item # 11: *Town officials should adopt procedures to monitor and identify the cause of water loss, including performing periodic reconciliations of water purchased to water sold.*
  - Complete – part of budget review, water super, and planning/public works
- 12. Item # 12: *Town officials should ensure that Board-adopted billing rates are updated in the software.*
  - Complete – new software, and correct
- 13. Item # 13: *The Town Board should adopt comprehensive IT-related policies for data backup, the sanitation and disposal of hardware and electronic media, online banking, user accounts, access rights, passwords, remote access, PPSI, mobile devices, connecting personally owned devices to the network, adjustments, audit trail, exception and change reports, hardware and software inventories, use of electronic signatures, and breach notification. The Town Board also should ensure adopted IT policies are enforced and monitored.*
  - Complete – offsite backup, and remote backup to other buildings on property, audit log, and in house IT person have created and in process
- 14. Item # 14: *The Town Board should ensure that officials and employees receive adequate Internet security awareness training and training on the Town's IT policies.*
  - In process
- 15. Item # 15: *The Town Board should revise the agreement with the IT service provider to reflect current service provisions and provisions for confidentiality and protection of PPSI.*
  - Complete – utilizing in house IT plus provider now
- 16. Item # 16: *The Town Board should ensure that the Town has a sufficient written online banking agreement.*
  - Complete – updated in 2017
- 17. Item # 17: *The Town Board should ensure notifications and other security measures available from the Town's bank are utilized, including e-mail notifications that advise Town officials every time an online transaction occurs.*
  - Complete – transfer alters go to Town Manager
- 18. Item # 18: *The Town Board should adopt a comprehensive disaster recovery plan and ensure the plan is distributed to all essential personnel.*
  - In process
- 19. Item # 19: *Town officials should periodically generate and review audit trails, exception reports and change reports.*
  - In process
- 20. Item # 20: *Town officials should designate a computer to be used only for online banking transactions.*
  - Complete – utilization of computer in Clerk's office
- 21. Item # 21: *Town officials should monitor computer usage to ensure compliance with the Town's acceptable use policy.*
  - Complete – policy designates Town Manager

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua has reviewed the 21 action items as required from time to time and finds the action items to either be complete or in process; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Manager to continue to work to implement the action items in keeping with the audit findings and Corrective Action Plan and provide updates to the Finance Committee; and

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

**RESOLUTION NO. 2019 – 099: BUDGET ADJUSTMENTS DUE TO ELIMINATION OF STATE FUNDING THROUGH PASSAGE OF THE NEW YORK STATE BUDGET**

**WHEREAS**, the New York State Legislature has adopted the NYS Budget 2019-2020 (April 1, 2019 through March 31, 2020) with variances of certain traditional funding which will likely impact the Town of Canandaigua reducing planned revenue sources; and

**WHEREAS**, the NYS adopted budget reduces Aid to Municipalities (through funding of alternative sales tax to Counties and asks Counties to make the Towns whole); and

**WHEREAS**, the NYS adopted budget eliminates funding for certain highway improvements known as extreme weather recovery and holds flat funding known as CHiPs (Consolidated Local Street and Highway Improvement Program); and

**WHEREAS**, the Town of Canandaigua's adopted 2019 Town Budget (required to be adopted by the State of New York in November 2018) includes general fund revenue of \$28,000.00 for AIM and \$298,000.00 for CHiPs, PAVE NY, and Extreme Weather Recovery Funding; and

**WHEREAS**, the Town Board understands the AIM funding has been altered to now go through Ontario County rather than the State of New York to be reimbursed based upon new sales tax collected for online purchases; and

**WHEREAS**, the Town Board understands the Town's CHiPs 2019 funding will be \$210,008.00, PAVE NY \$48,131.00, and Extreme Weather Recovery \$ 0.00 (total \$ 258,139.00); and

**WHEREAS**, the Town previously received Highway Funding for CHiPs in the following amounts: 2016 \$257,820.88, 2017 \$297,409.59, and 2018 \$297,541.59; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby makes the following budget adjustments to the adopted 2019 Town of Canandaigua Budget:

|                  |                                             |              |
|------------------|---------------------------------------------|--------------|
| Decrease Revenue | AA100.3001.. NYS Aid to Municipalities      | \$ 28,000.00 |
| Decrease Expense | AA100.3310.400 Traffic Control / Road Strip | \$ 5,000.00  |
| Decrease Expense | AA100.1910.400 Insurance                    | \$ 5,000.00  |
| Decrease Expense | AA100.1680.100 Central Data Technology      | \$ 5,000.00  |
| Decrease Expense | AA100.1480.400 Communication w/public       | \$ 3,500.00  |
| Decrease Expense | AA100.1355.400 Assessor reval expenses      | \$ 2,500.00  |
| Decrease Expense | AA100.8810.400 Cemetery Repair State Mand   | \$ 2,500.00  |
| Decrease Expense | AA100.8020.422 Open Space Natural Resource  | \$ 2,500.00  |
| Decrease Expense | AA100.7620.400 Adult Recreation             | \$ 1,000.00  |
| Decrease Expense | AA100.6410.410 Publicity/Brochures Parks    | \$ 1,000.00  |

|                  |                                        |              |
|------------------|----------------------------------------|--------------|
| Decrease Revenue | DA100.3501 NYS Aid – ChiPs/ ExWeather  | \$ 39,861.00 |
| Decrease Expense | DA100.5110.400 Road Repairs and Paving | \$ 39,861.00 |

*\* elimination of planned micro-paving for Thomas Road and Barns Road*

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this budget adjustment resolution to Senator Pamela Helming, Assembly Leader Brian Kolb, and the Town Manager.

**RESOLUTION NO. 2019 – 100: APPROVAL OF BUDGET FOR OUTHOUSE WEST PARK PROJECT CONSTRUCTION OF 2 SOCCER/LACROSSE FIELDS**

**WHEREAS**, the Town Board of the Town of Canandaigua is considering the creation of additional recreation fields as outlined in the Town’s adopted Parks and Recreation Master Plan 2018-2028; and

**WHEREAS**, the Town of Canandaigua owns approximately 70 acres west of Richard P. Outhouse Park, of which approximately 17.8 acres is reserved for active recreation; and

**WHEREAS**, the Town’s Parks and Recreation Master Plan includes the construction of multi-use athletic fields, informal recreation field, restrooms, parking, playground, picnic pavilion, walking trails, and biking trails at Outhouse Park West; and

**WHEREAS**, the Town’s Parks and Recreation Master Plan recommends the construction of two additional lacrosse and soccer full size fields at Richard P. Outhouse Park West (page 72 of the Parks and Recreation Master Plan); and

**WHEREAS**, the Town Board adopted the 2019 Town of Canandaigua budget which includes expenditures of \$200,000.00 (AA100.7110.201) for the construction of Recreation Fields at Outhouse Park West; and

**WHEREAS**, the Parks and Recreation Committee has reviewed the proposed fields and recommends the Town construct the fields; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby authorizes an amount not to exceed \$200,000.00 to be paid from budget account line AA100.7110.201 consisting of the following estimated amounts:

|                                             |                     |
|---------------------------------------------|---------------------|
| Survey work                                 | \$ 5,000.00         |
| Rental of Equipment                         | \$ 15,000.00        |
| Materials (pipe, stone, seeding, soil, etc) | \$ 115,000.00       |
| Labor                                       | <u>\$ 65,000.00</u> |
|                                             | \$ 200,000.00       |

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

**RESOLUTION NO. 2019 – 101: ACCEPTANCE OF MRB GROUP’S PROPOSAL FOR THE PREPARATION OF A CFA / CDBG GRANT APPLICATION FOR SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS IN THE HAMLET OF CHESHIRE AND AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) adopted a Sewer Master Plan in 2016 that outlined the need for sanitary sewer service in the Hamlet of Cheshire to replace outdated and failing septic systems within the Canandaigua Lake Watershed; and

**WHEREAS**, the Town Board is aware of a potential funding opportunity via the Community Development Block Grant (CDBG) program through its Public Infrastructure category and the

Town Board is considering the hiring of the Town Engineer (MRB Group) to complete the application on behalf of the Town; and

**WHEREAS**, the Town Board previously directed the Town Manager to request a quote for such services and has received a proposal from MRB Group, dated March 26, 2019, to prepare and submit a CFA / CDBG grant application for the Town with a cost not to exceed \$ 5,500.00; and

**WHEREAS**, the Town's adopted 2019 budget includes an expenditure of \$5,000.00 for the CDBG grant application through budget line AA100.1440.406 along with other expenditures relating to meeting with the residents of Cheshire and the income survey for a full budgeted amount of \$ 10,000.00; and

**WHEREAS**, the Town Manager is recommending the Town Board accept the above described proposal; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board accepts the MRB Group proposal, dated March 26, 2019, to prepare and submit a CFA / CDBG grant application for the Town with a cost not to exceed \$ 5,500.00 and authorizes the Town Manager to execute any and all associated documents and agreements to be paid from AA100.1440.406; and

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

Attachment #5

**RESOLUTION NO. 2019 – 102: ACKNOWLEDGMENT OF CONTRACT WITH ESI  
EMPLOYEE ASSISTANCE GROUP AND AUTHORIZATION FOR TOWN MANAGER TO  
EXECUTE DOCUMENTS**

**WHEREAS**, the Town of Canandaigua Town Board approved Resolution No. 2018 – 143 at the April 16, 2018 board meeting to enter into a 3 year contract with ESI Employee Assistance Group (ESI); and

**WHEREAS**, ESI Employee Assistance Group (ESI) offers an Employee Assistance Program that provides counseling and lifestyle benefits for employees as well as Human Resource Consultations and resource center for managers and supervisors; and

**WHEREAS**, the full-time equivalent (FTE) for the Town of Canandaigua is 42 employees which would be a cost of \$682.08 for year 2; and

**WHEREAS**, the 2019 Town Budget was adopted with \$700 in budget line AA100.1430.420.00000 for the Employee Assistance Program; and

**NOW, THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby authorizes the Town Manager to execute any and all documents relative to this contract and to be paid out of budget line AA100.1430.420.00000.

Attachment #6

**RESOLUTION NO. 2019 – 103: ACKNOWLEDGEMENT AND AUTHORIZATION OF BUDGET TRANSFERS BY TOWN MANAGER**

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

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

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

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

Attachment #7

**RESOLUTION NO. 2019 – 104: ADOPTION OF THE TOWN OF CANANDAIGUA CELL PHONE STIPEND POLICY**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) wishes to compensate certain employees who must use their personal cell phones to conduct business as required by their position with the Town of Canandaigua; and

**WHEREAS**, a Cell Phone Stipend Policy has been prepared that, if adopted, would allow for such compensation to the employee in the amount of a \$ 35.00 per month stipend; and

**WHEREAS**, the employee’s eligibility to receive the stipend is at the discretion of the Department Head and the Town Manager and this privilege is dependent on the employee’s adherence to the language of the policy; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board hereby adopts the Cell Phone Stipend Policy and authorizes the Town Manager to implement the policy immediately; and

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

Attachment #8

**RESOLUTION NO. 2019 – 105: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH SYSTEMS DEVELOPMENT GROUP, INC. (SDG INC.)**

**WHEREAS**, the Town of Canandaigua’s existing service contract with Systems Development Group Inc.for Imagemate Online has expired as of January 1, 2019; and

**WHEREAS**, the Town’s current provider, SDG Inc., has provided the Town with a quote for annual service fee of \$1080.00 (One Thousand eighty dollars); and

**WHEREAS**, the monies to cover the cost of this contract are allocated in budget line A.1355.400; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Canandaigua authorizes the Town Manager to execute the annual agreement with Systems Development Group Inc.

Attachment #9

**RESOLUTION NO. 2019 – 106: AUTHORIZATION FOR HEALTH INSURANCE SERVICES FOR THE 2019-2020 RENEWAL CYCLE**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) wishes to extend health insurance coverage options to Town of Canandaigua employees; and

**WHEREAS**, the Town Board with the assistance of the Town Manager and the HR Coordinator have evaluated health insurance options; and

**WHEREAS**, the Town Manager and HR Coordinator are recommending continuing using Matson & Kellogg as their health insurance broker for the 2019-2020 plan year and to offer the same health plans as the prior year (Bronze 4, Silver 2, Gold 18); and

**WHEREAS**, the Town Manager is recommending the contribution strategy for the 2019-2020 plan year for Town of Canandaigua employees to be paid as follows:

- Bronze 4 – 5% of the new premium + 10% of the increase from prior year
- Silver 2 – 10% of the new premium + 10% of the increase from prior year
- Gold 18 – 15% of the new premium + 10% of the increase from prior year; and

**WHEREAS**, the total estimated cost to the Town for 2019 is \$397,084.50 (including all costs associated with medical coverage and HRA/HSA contributions) is covered by the 2019 budgeted amount of \$ 455,600.00; and

**NOW, THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby approves the recommendation to use Matson & Kellogg for broker services, to offer the current plans (Bronze 4, Silver 2 and Gold 18) and the contribution strategy suggested for the time period July 1, 2019 through June 30, 2020; and

**BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua hereby directs the Town Manager to execute any and all documents relative to the Health Insurance Services identified and approved as part of this resolution.

Attachment #10

**RESOLUTION NO. 2019 – 107: APPROVAL OF CME TESTING CONTRACT AND AUTHORIZATION FOR HIGHWAY SUPERINTENDENT TO EXECUTE SAID CONTRACT**

**WHEREAS**, the Highway Department has need of professional testing and inspection services; and

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

**WHEREAS**, CME Associates, Inc., has submitted a proposal/agreement, dated October 26, 2017; and

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

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

Attachment #11

**RESOLUTION NO. 2019 – 108: ACCEPTANCE OF THE 2018 ANNUAL DRINKING WATER QUALITY REPORT**

**WHEREAS**, the Highway & Water Superintendent has completed the 2018 Annual Drinking Water Quality Report; and

**WHEREAS**, the 2018 Annual Drinking Water Quality Report must be submitted to the New York State Department of Health by May 31, 2018; and

**WHEREAS**, the draft 2018 Annual Drinking Water Quality Report is being presented to the Town Board for consideration; and

**NOW, THEREFORE BE IT RESOLVED**, the Canandaigua Town Board hereby approves the 2018 Annual Drinking Water Quality Report; and

**BE IT FURTHER RESOLVED**, the Canandaigua Town Board directs the Town Clerk to:

1. Submit the approved 2018 Annual Drinking Water Quality Report prior to the due date; and
2. Post the final report on the Town's website and send notification via Facebook and Mailchimp that the report is available for review on the website.

Attachment #12

**RESOLUTION NO. 2019 – 109: CONTRACT FOR INSPECTION OF TOWN HIGHWAY FACILITY SPRINKLER SYSTEM**

**WHEREAS**, Davis-Ulmer has installed the sprinkler system in the highway facility, which requires quarterly inspection; and

**WHEREAS**, Davis-Ulmer has submitted an inspection agreement for a period of three years at the annual rate of \$480.00 paid in quarterly installments of \$120.00; and

**WHEREAS**, the cost for this maintenance has been allocated in budget line AA100.1620.404.00000; and

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

Attachment #13

**RESOLUTION NO. 2019 – 110: APPROVING CONTRACT WITH FAST SOLUTIONS AND AUTHORIZING EXECUTION OF SAID CONTRACT BY HIGHWAY SUPERINTENDENT**

**WHEREAS**, the Town Highway Superintendent has proposed a contract with Fast Solutions that will control inventory and reduce time and materials expenses in the Highway Department; and

**WHEREAS**, the Town Attorney has reviewed and approved said contract; and

**NOW THEREFORE BE IT RESOLVED**, that the proposed contract is hereby approved; and

**BE IT FURTHER RESOLVED**, that the Town Highway Superintendent is hereby authorized to execute said contract on behalf of the Town.

Attachment #14

**RESOLUTION NO. 2019 – 111: APPROVAL OF INTERMUNICIPAL AGREEMENT WITH THE TOWN OF EAST BLOOMFIELD RELATIVE TO PURCHASE OF SURPLUS WATER AND AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT**

**WHEREAS**, East Bloomfield desires to purchase surplus water produced by the City of Canandaigua via the transmission facilities of the Town of Canandaigua for the use and benefit of the present and future residents of the duly established district in said Town of East Bloomfield; and

**WHEREAS**, the City of Canandaigua owns and maintains a water transmission system and also operates water district distribution mains, storage and pumping facilities in the Town of Canandaigua; and

**WHEREAS**, the City of Canandaigua is willing to transmit surplus water to East Bloomfield, subject to the Town of Canandaigua being able to procure same from the City of Canandaigua; and

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) wishes to enter into an agreement with the Town of East Bloomfield relative to the purchase of the surplus water and a draft intermunicipal agreement detailing the arrangements has been prepared for approval; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board hereby approves the intermunicipal agreement with the Town of East Bloomfield and authorizes the Town Manager to execute the document; and

**BE IT FURTHER RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the Town Manager, the City Manager, and the Town of East Bloomfield Supervisor.

Attachment #15

**RESOLUTION NO. 2019 – 112: REVISING TOWN OF CANANDAIGUA SITE DESIGN AND DEVELOPMENT CRITERIA**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as ‘Town Board’) has previously adopted the specifications to provide minimum criteria for the design and construction of improvements within the Town; and

**WHEREAS**, the Town of Canandaigua's Site Design and Development Criteria is an integral element in the planning and design of all construction, reconstruction, redesign, alteration, and upgrades and all new public and private development, recreational, and property rehabilitation projects within the Town; and

**WHEREAS**, the criteria established is intended to provide minimum standards, which may aid in the submission of material in a uniform manner and attempt to expedite the various review and approval procedures; and

**WHEREAS**, the Highway Superintendent and MRB Group has identified an area of the standards which require revision and clarity; and

**WHEREAS**, the Town Board reserves the ability to enact and amend certain policies and procedures from time to time; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board recognizes the importance of establishing specifications and minimum criteria for design and construction of improvements within the Town; and

**BE IT FINALLY RESOLVED**, the Canandaigua Town Board does hereby approve an amendment to the Town of Canandaigua Site Design and Development Criteria.

Attachment #16

**RESOLUTION NO. 2019 – 113: AUTHORIZATION TO PROCEED WITH MIXED USE ZONING, REFERRAL TO PLANNING BOARD FOR SITE PLAN CONSIDERATION – CITY MINI STORAGE**

**WHEREAS**, the Town of Canandaigua Town Board has received a request to amend the official zoning map for 2265 State Route 332 (TM# 56.00-2-31.110) to include a Mini Storage Facility as part of the Mixed-Use Overlay (MUO-1) District found in Town Code § 220-33; and

**WHEREAS**, the applicant, City Mini Storage is proposing to construct twenty-one (21) Self Storage Buildings, one (1) Climate Controlled Storage Building, Boat and RV storage, and associated improvements at 2265 State Route 332; and

**WHEREAS**, the Town of Canandaigua Planning Board heard a presentation on the proposal from the applicant at the March 26, 2019 meeting of the Planning Board; and

**WHEREAS**, the Planning Board prepared an advisory report that advises the Town Board that the proposed MUO re-zoning requested does comply with the intent of the MUO zoning district; and

**NOW THEREFORE BE IT RESOLVED** the Town Board of the Town of Canandaigua hereby directs the applicant to submit an application for Preliminary Site Plan Approval to the Planning Board; and

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

Attachment #17

**RESOLUTION NO. 2019 – 114: ACKNOWLEDGEMENT AND SUPPORT OF INCLUSIVE PLAYGROUND PROJECT AT OUTHOUSE WEST PARK**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) appreciates the importance of public parks as public spaces that benefit all citizens of all abilities and the 2018 Parks and Recreation Master Plan called out the need for improvements to be made at Town parks that would improve accessibility for all users; and

**WHEREAS**, the Town Manager and the Parks and Recreation Committee have been approached by a local non-profit group, Inclusion in Motion (“Dream Big”) that is interested in funding and constructing an inclusive ADA accessible playground on the Town’s Outhouse West Park property, on the west side of Outhouse Road; and

**WHEREAS**, the Parks and Recreation Committee is recommending to the Town Board the acknowledgement of a potential partnership between the Town of Canandaigua and the above mentioned non-profit if the non-profit is successful in obtaining the funding required to complete the project; and

**WHEREAS**, the Town Board wishes to thank Inclusion in Motion for choosing the Town of Canandaigua as a possible location for the inclusive playground; and

**WHEREAS**, the proposed project is in keeping with the Town of Canandaigua’s Parks and Recreation Master Plan which identifies the need for additional playground space at Outhouse Park West; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board acknowledges the proposed project and looks forward to working with Inclusion in Motion on the project further if funding can be secured; and

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

Attachment #18

**RESOLUTION NO. 2019 – 115: APPOINTMENT OF PART-TIME ZONING BOARD OF APPEALS SECRETARY**

**WHEREAS**, there is a vacancy for the Zoning Board of Appeals Secretary position; and

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) intends to fill the position; and

**WHEREAS**, the Human Resources and Payroll Coordinator and the Town Manager advertised the position internally among Town of Canandaigua employees and an existing employee with the required qualifications has expressed an interest in the position; and

**WHEREAS**, the Town Manager is recommending the hiring of Elena Schumann to fill the part-time Zoning Board of Appeals Secretary position at a rate of \$14.00 per hour to be paid from 2019 budget line AA100.8040.140.00000; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board hereby appoints Elena Schumann as the Zoning Board of Appeals Secretary and authorizes the Town Manager to execute any and all documents to implement the appointment.

**RESOLUTION NO. 2019 – 116: TOWN OF CANANDAIGUA EMPLOYEE HANDBOOK MODIFICATIONS**

**WHEREAS**, the Town Board of the Town of Canandaigua is desirous of maintaining an up-to-date Employee Handbook which details current and accurate personnel policies and procedures, employee benefits, compliance policies, and other pertinent information governing employment related matters; and

**WHEREAS**, the Town Manager and Human Resources Coordinator have been reviewing and updating the handbook and are submitting a redline version for consideration; and

**BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby adopts the proposed changes to the Employee Handbook.

Attachment #19

**RESOLUTION NO. 2019 – 117: AUTHORIZATION FOR ADDITIONAL DONATION OF SICK LEAVE**

**WHEREAS**, the Town of Canandaigua adopted a Donation of Sick Leave Policy in November 2017 which allows a maximum of 80 hours of sick leave be donated to an employee who has been out of work due to a health condition; and

**WHEREAS**, an employee has met the criteria in the policy to be eligible and has received 80 hours of donated sick time; and

**WHEREAS**, it is possible that said employee will run out of donated time; and

**WHEREAS**, the Town Manager and Human Resources Coordinator are requesting, that in the event all donated sick leave is exhausted, that the Town Board authorizes the employee to receive an additional two weeks; and

**NOW, THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua authorizes the additional two weeks to be donated to said employee and a copy of this resolution to be provided to the Human Resources Coordinator.

Attachment #20

**RESOLUTION NO. 2019 – 118: REQUEST NEW YORK STATE DEPARTMENT OF TRANSPORTATION MAKE INTERSECTION IMPROVEMENTS AT NORTH STREET / MACEDON ROAD / NORTH ROAD RELATING TO THE ADDITION OF TURNING LANE TRAFFIC CONTROL LIGHTS AND INTERSECTION ALIGNMENT**

**WHEREAS**, the Town of Canandaigua in partnership with the Genesee Transportation Council, and Bergman Associates recently completed a feasibility study “Uptown Canandaigua Mixed-Use and Transportation Corridor Feasibility Study” of the Uptown Corridor in the Town of Canandaigua with input from a variety of stakeholders including Ontario County and the NYS DOT; and

**WHEREAS**, the study analyzed data relative to existing conditions and determined that this intersection has experienced a number of injury accidents including one fatality between 2000 and 2015; and

**WHEREAS**, left turn lanes exist for traffic on North Street (without a left turn arrow traffic control light), Macedon Road (without a left turn arrow traffic control light), NYS Route 332 North (with a left turn arrow traffic control light), and NYS Route 332 South (with a left turn arrow traffic control light); and

**WHEREAS**, the study (page 90) suggests the reorientation of the existing crosswalks to 90 degree angles, enhance the existing crosswalks using high visibility paint, and reconstruct and enlarge sidewalks at all intersection corners; and

**NOW THEREFORE BE RESOLVED**, the Town Board of the Town of Canandaigua hereby makes a request to the New York State Department of Transportation to consider and report to the Town of Canandaigua the feasibility of the reorientation of the existing crosswalks to 90 degree angles, enhancement of the existing crosswalks using high visibility paint, and the reconstruction and enlargement of sidewalks at all intersection corners; and

**BE IT FURTHER RESOLVED**, the Town Board of the Town of Canandaigua hereby makes a request to the NYS DOT to look at the stacking situation caused by school buses and other vehicles using North Road and the configuration of Macedon Road which from time to time results in stacking on Macedon Road and North Road possibly due in part to the inability of all cars waiting to be able to make a left turn since there is not currently a left turn traffic control light; and

**BE IT FURTHER RESOLVED**, the Town Board hereby requests the New York State Department of Transportation to add left turn lane arrow traffic control lights for the left turn lanes on North Street and Macedon Road; and

**BE IT FINALLY RESOLVED**, the Town Clerk is directed to provide a copy of this resolution to the New York State Department of Transportation, Senator Pam Helming, Assembly Leader Brian Kolb, the Town of Canandaigua Economic Development Committee, the Genesee Transportation Council, Bergman Associates, Ontario County DPW, Town of Canandaigua Highway Superintendent, Town of Canandaigua Town Manager, and City of Canandaigua City Manager.

**RESOLUTION NO. 2019 – 119: FERONA LLC ALCOHOLIC BEVERAGES LICENSE NOTICE**

**WHEREAS**, the Town received on April 5, 2019, a 30-Day Advanced Notice, (“30-Day Notice”), for a New Application of the On-Premises Alcoholic Beverages license application for Ferona LLC to be located at 2510 State Route 332 Suite 600; 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.

Attachment #21

**RESOLUTION NO. 2019 – 120: DIRECTING TOWN MANAGER TO ENTER INTO A PILOT PROGRAM WITH THE CITY TO PROVIDE 100 PASSES TO TOWN PARKS FOR CITY OF CANANDAIGUA RESIDENTS IN EXCHANGE FOR 100 PASSES FOR TOWN RESIDENTS TO USE CITY PARKS**

**WHEREAS**, the Town of Canandaigua and the City of Canandaigua have been working together to explore shared services for the past two years as defined by the mission of the joint Canandaigua exploratory group formed in 2017 (Resolution # 2017-320) to “*evaluate all operations of both municipalities to achieve a common goal of excellence in service to the residents of the one community of Canandaigua*”; and

**WHEREAS**, the group consisted of residents of both the City and Town including John Casey (town resident), Vince Yacuzzo (town resident), Greg Westbrook (town supervisor at the time), Kevin Olvany (Canandaigua Lake Watershed), Doug Finch (town manager), Jim Mueller (city resident), Laura Kenyon (city resident), Ellen Polimeni (mayor), and John Goodwin (city manager); and

**WHEREAS**, after completing an analysis of both municipalities the group made a report including recommendations as part of the Ontario County Property Tax Savings Plan 2018 to both the City Council and the Town Board during joint meetings on September 21, 2017, and June 26, 2018; and

**WHEREAS**, the report identified the areas of finance, court, economic development, information technology, parks and recreation, and transfer station for further consideration; and

**WHEREAS**, the group recommended the Town and City develop a program to allow residents of the Town of Canandaigua to utilize Kershaw Park free of charge, and residents of the City of Canandaigua to utilize Onanda Park free of charge; and

**WHEREAS**, the City Manager and Town Manager have discussed current operations of both parks and are recommending a PILOT (trial) program limited to the first one hundred residents of both the City and Town in order to judge interest on the part of residents of both municipalities and to see how the program might operate between Memorial Day and the 4<sup>th</sup> of July of 2019; and

**WHEREAS**, in an effort to collect data relating to entrance (due to established fees for non-Canandaigua residents of Kershaw Park and Onanda Park) specifically, the City Manager and the Town Manager have discussed the option of using numerically identifiable "Parks Pass ID" cards to be issued by the Town in order to better understand how many City residents take advantage of the opportunity (available at the City Clerk's Office), along with the issuance of City Kershaw park passes (available at the Town Clerk's Office); and

**WHEREAS**, the City Manager and Town Manager have discussed the possibility of making passes available on a first come, first serve bases to the first 100 Town residents at the Town Hall, and the first 100 City residents at the City Hall as a trial during the pilot program between Memorial Day and 4<sup>th</sup> of July ONLY; and

**WHEREAS**, once the passes are gone for either municipality, both the Town Board and City Council would need to consider the printing of additional ID cards prior to the issuance of cards in excess of 100 from either municipality; and

**WHEREAS**, the Town Manager anticipates the cost associated with printing the 100 cards should be an amount not to exceed \$200.00; and

**WHEREAS**, the City Manager and Town Manager suggest that if the pilot program is authorized that data be collected and then submitted to both the Town Board and the City Council at the conclusion of the pilot program (after 4<sup>th</sup> of July) to further evaluate if the program should continue; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby directs the Town Manager to enter into a pilot program with the City of Canandaigua between Memorial Day and 4<sup>th</sup> of July relating to admission into Town and City of Canandaigua Parks; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Manager to cause to be waived the entrance and or parking fees only at Onanda Park for anyone who possesses a unique parks pass ID card between Memorial Day and 4<sup>th</sup> of July; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Manager to make 100 City of

Canandaigua Kershaw Park passes available at the Town Hall on a first come first serve bases to Town residents; and

**BE IT FURTHER RESOLVED**, the Town Manager is authorized to expend funds for an amount not to exceed \$ 200.00 for 100 unique parks pass ID cards to be paid for from Account Number AA100.7140.400 (Recreation Contractual); and

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

Attachment #22

**RESOLUTION NO. 2019 – 121: APPROVAL OF THE CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC. BYLAWS FOR THE CREATION OF A CANANDAIGUA ECONOMIC DEVELOPMENT ENTITY**

**WHEREAS**, the Town of Canandaigua Town Board (herein after referred to as “Town Board”) has expressed support, by Resolution numbers 2017-362, 2017-385, and 2018-210 for the Economic Development Committee to engage the City of Canandaigua and the Chamber of Commerce in efforts that would help the Canandaigua community prioritize steps to take that would enhance the economic vitality of the region; and

**WHEREAS**, this effort is further supported by Goal 14 of the Town of Canandaigua’s Comprehensive Plan, which states that the Town should, “Collaborate with the City of Canandaigua and other neighboring municipalities in the delivery of services;” and

**WHEREAS**, the approved Concept Mapping Report—adopted via Town Board resolution 2018-210—that was the result of this effort recommended that the Town, City, and Chamber work together to attract and retain businesses to the greater Canandaigua Community and the same resolution directed the Town Manager and other members of the Concept Mapping Steering Committee to advance a proposal to form a joint economic development entity; and

**WHEREAS**, the Town Attorney has prepared and reviewed a Certificate of Incorporation and Bylaws for said Local Development Corporation that have been approved by the City of Canandaigua City Council and the Board of Directors of the Canandaigua Area Chamber of Commerce; and

**WHEREAS**, the Town Economic Development Committee, along with the City Manager and representatives from the Canandaigua Chamber of Commerce, are recommending the creation of a Local Development Corporation, which is permissible under New York State Town Law and is consistent with the recommendations by the Chamber Board and the City Council; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby accepts the recommendation and authorizes the creation of a Public Entity to be known as ‘Canandaigua Local Development Corporation, Inc.;

**BE IT FURTHER RESOLVED**, the Town Board wishes to memorialize the desire of the Town Board to make the operations of the Canandaigua Local Development Corporation, Inc. (herein after referred to as ‘Canandaigua LDC’) as transparent as possible including public meetings, notice of meetings, adherence to all the rules of a public authority LDC (PAAA), and provide periodic reports to the Town Board from the Town’s representatives on the Board of Directors of the Canandaigua LDC, which consists of an elected representative, an appointed representative by the Town Board, and the Town Manager; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Town Manager to execute any and all documents associated with the filing and creation of the Canandaigua LDC; and

**BE IT FURTHER RESOLVED**, the Town Board authorizes the Town Attorney to file the necessary paperwork to create the Canandaigua LDC; and

**BE IT FINALLY RESOLVED**, the Town Board directs the Town Clerk to provide copies of this resolution to the Town Manger, the Chamber of Commerce, the City Council, the City Manager, and to the Town's Economic Development Committee.

Attachment #23

**RESOLUTION NO. 2019 – 122: AUTHORIZING TOWN MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH CITY OF CANANDAIGUA FOR THE CREATION OF THE CANANDAIGUA LOCAL DEVELOPMENT CORPORATION**

**WHEREAS**, the Town of Canandaigua desires to jointly create a Canandaigua Local Development Corporation with the City of Canandaigua and the Canandaigua Chamber of Commerce under the New York State Non-Profit Corporations Law; and

**WHEREAS**, the Town Attorney has prepared a Certificate of Incorporation and Bylaws for said Local Development Corporation that have been approved by the City of Canandaigua and the Chamber of Commerce; and

**WHEREAS**, both the Town of Canandaigua and the City of Canandaigua have agreed to support the Local Development Corporation with annual contributions of \$50,000.00 each for three (3) consecutive years; and

**WHEREAS**, a Memorandum of Understanding has been prepared to formalize the understanding related to the creation of the Local Development Corporation; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the Town of Canandaigua.

Attachment #24

**RESOLUTION NO. 2019 – 123: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 4788 COUNTY ROAD 16 (TAX MAP # 140.14-1-14.211)**

**WHEREAS**, the Town of Canandaigua Planning Board has granted a Site Plan approval for a proposed principal structure at 4788 County Road 16, Canandaigua (Tax Map # 140.14-1-14.211), owned by West Lake Estates, LLC.; 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 Code Enforcement Officer and the Town Manager have reviewed the proposed estimates and found them to be satisfactory to meet the conditions of approval and the work to be completed; and

**WHEREAS**, the applicant has provided a check in the amount of \$4,175.00 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 \$4,175.00 in the form of a Check.

Attachment #25

**RESOLUTION NO. 2019 – 124: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR FOX RIDGE SUBDIVISION PHASE 5B-2 (TAX MAP #97.00-1-9.211)**

**WHEREAS**, the Town of Canandaigua Planning Board has granted a Subdivision approval for the development / construction of five (5) new single family dwellings in the Fox Ridge Subdivision Phase 5B-2, Canandaigua (Tax Map # 97.00-1-9.211), owned by Venezia Associates LLC; and

**WHEREAS**, the Town of Canandaigua Planning Board has determined that a soil erosion and sediment control, water works, storm drain, pavements, and miscellaneous (lighting) surety is to be provided and accepted by the Town Board; and

**WHEREAS**, the Town Engineer 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**, the applicant has provided a Irrevocable Letter of Credit in the amount of \$17,107.20 for the purposes of the soil erosion and sediment control, water works, storm drain, pavements, and miscellaneous (lighting) surety; and

**NOW, THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby approves and accepts the Letter of Credit in the total amount of \$17,107.20.

Attachment #26

- Approval of the following Town Board Meeting Minutes:  
March 18, 2019
- Payment of the Bills  
Abstract Claim Fund Totals presented by Town Clerk  
Voucher Summary Report for Town Board signatures  
(By signing, Town Board members represent they have reviewed the purchases for compliance with the Town's approved policies & approve of the prepared Voucher Summary Report and the attached invoices)

Utility Abstract dated 4/2/2019 totaling \$1,090,049.32  
General fund \$36,107.40  
Highway fund \$79.92  
Water districts \$1,851.00  
Fire districts \$1,052,011.00

Abstract dated 4/9/2019 totaling \$576,662.90  
General fund \$96,137.62  
Local Solid Waste Management Plan \$1,057.98  
Highway fund \$76,681.56  
Capital Projects \$50,225.04  
Water districts \$350,819.48  
Lighting districts \$1,151.74  
TA fund \$589.48

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

# ATTACHMENT 1

## Highway and Water superintendent report

### Highway

1. Farmington and Canandaigua will be opening the bid for the concrete culvert on Townline road April 10<sup>th</sup> in Farmington.
2. Have begun the spring cleaning of snow plow damage and street sweeping
3. Have inspected many town roads this month and have found that many are in need of crack sealing, asphalt patching or complete over lay.
4. The 2019-2020 NYS budget did not include extreme weather recover funds in the amount of \$ 43,000 for the town of Canandaigua. This will have an effect of the DA 5110.400 line in the budget for road maintenance. Gong forward in to 2020 the town will have to somehow find additional funding to support the repairs to the town roads. I have been working with the Public Works Committee to provide a capitol plan to them for discussion to assist the town with budgeting the next five years.
5. Work on Cdga Farmington town line road will begin in late April. A change in drainage had to be made before work could start.

### Water

1. All concrete water meter vaults have been installed for the conversion of Canandaigua East that once was called Canandaigua Hopewell water.
2. Electric has been placed at three of the four vaults. We are now able to meter water to Hopewell. The last vault is the vault that Hopewell water will be using to purchase water from the city of Canandaigua.
3. In Canandaigua East district there is a water main that runs along the east side of the lake to the private drives. I have had a leak finding company come in lately to assist us with finding a leak as our purchase of water vs sales of water is off. This is a challenge as the pipe material is Asbestos Concrete and no tracer wire was placed back in 1967.
4. The reading of the water meters is done for the 1<sup>st</sup> quarter of 2019.
5. The county road 10 water man project will begin this month. Materials have been being delivered and survey has been completed. Letters have been sent to the resident's informing them of the work with will be occurring. All easements have been received.
6. The annual water report is completed and once approved by the town board we will post it on our web site.
7. We have been populating the GIS/GPS information of Canandaigua East to put in to our water system asset management. MRB will assist the town with placing it on the map.

### Other items

1. Tring to capture the beavers on Sucker brook along the city town line. They keep creating dams and chewing on trees that fall into the stream. Kevin Olvany is also assisting the town
2. Educating utility and site contractors that they have to have a highway permit and insurance whenever working in the ROW
3. Daily inspections of active work sites to inspect and approve work that goes on in the ROW.

## Assessor's Report April 15, 2019

Sales in the Town for this year so far are 17 sales ranging from \$62,000 to \$1,400,000 with a median value of \$230,000.

The NY State budget had some changes to the Star exemption. The amount of the exemption will be frozen at last year's amount and the income limit for receiving the exemption is being lowered from \$500K to \$250K. The Star check program will keep the income cap at \$500K and have a 2% annual increase.

Assessment change notices have been sent out, so we are scheduling informal meetings with residents that feel that the changes are not reasonable.

Respectfully submitted,

*Christopher Lyon, IAO*

## Town Clerk Report for the April 15, 2019, Town Board Meeting

1. **Monthly Financial Report**: Revenues collected in the Town Clerk's office for the month of March 2019 totaled \$33,480.49. (see attached).
2. **2019 Tax Collection**: The total collected for the 2019 tax season was \$11,578,003.49 (98%) compared to \$11,033,142.82 (98%) in 2018 and \$10,604,750.70 (98%) in 2017. Attached is a Collection Summary Report for the year. The property owners who have not paid their 2019 tax bills in full must contact the Ontario County Treasurer's office for payment options.
3. **Conversion to Electronic Storage Environment**: It has been just over one year since we have started scanning documents into Laserfiche. Deputy Town Clerk Rebeca Doyle is making great strides in scanning property files from the Development office and is on Conifer Drive / Old Brookside Apartments.
4. **Resolutions**:
  - a. Liquor License for Gerona LLC, located at 2510 State Route 332, Suite 600

Please let me know if you have any questions.

Submitted by,  
*Jean Chrisman, Town Clerk*

| Account#   | Account Description                 | Fee Description                     | Qty | Local Share       |
|------------|-------------------------------------|-------------------------------------|-----|-------------------|
| A.1670.400 | Postage Pd By Customer              | Postage Pd By Customer              | 1   | 25.50             |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$25.50</b>    |
| A.2001     | Cabins / Halls / Pavilions          | Onanda Halls/Lodging                | 18  | 5,090.00          |
|            | Onanda Cabin NON Residential Daily  | Onanda Cabin NON Residential Daily  | 3   | 540.00            |
|            | Onanda Cabin NON Residential Weekly | Onanda Cabin NON Residential Weekly | 2   | 945.00            |
|            | Onanda Park Pavilion                | Onanda Park Pavilions               | 5   | 780.00            |
|            | Outhouse Park Hall Full Day         | Outhouse Park Hall Full Day         | 3   | 450.00            |
|            | Outhouse Park Pavilion              | Outhouse Park Pavilion              | 2   | 90.00             |
|            | WL Schoolhouse Weekend              | WL Schoolhouse Weekend              | 2   | 120.00            |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$8,015.00</b> |
| A.2590     | Building Fee                        | Building Fee                        | 9   | 3,346.80          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$3,346.80</b> |
| A1255      | Conservation                        | Conservation                        | 2   | 2.92              |
|            | Marriage Lic.                       | Marriage License Fees               | 2   | 35.00             |
|            | Misc. Fees                          | Copies                              | 20  | 5.00              |
|            |                                     | Marriage Cert                       | 9   | 90.00             |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$132.92</b>   |
| A 3        | Misc. Fees                          | Death Cert                          | 47  | 470.00            |
|            |                                     | Genelogy Fee                        | 1   | 22.00             |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$492.00</b>   |
| A2110      | Plan & Zone                         | Site Signs                          | 1   | 250.00            |
|            |                                     | Zoning Fee                          | 7   | 2,450.00          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$2,700.00</b> |
| A2120      | Plan & Zone                         | Soil Erosion                        | 7   | 1,050.00          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$1,050.00</b> |
| A2544      | Dog Licensing                       | Exempt Dogs                         | 2   | 0.00              |
|            |                                     | Female, Spayed                      | 59  | 767.00            |
|            |                                     | Female, Unspayed                    | 6   | 114.00            |
|            |                                     | Male, Neutered                      | 48  | 624.00            |
|            |                                     | Male, Unneutered                    | 7   | 133.00            |
|            | Late Fees                           | Late Fees                           | 42  | 210.00            |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$1,848.00</b> |
| A2590      | Plan & Zone                         | Site Development                    | 14  | 1,908.00          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$1,908.00</b> |
| A2591      | Misc. Fees                          | Transfer Coupons                    | 851 | 1,702.00          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$1,702.00</b> |
| CM-2001    | Plan & Zone                         | Parks And Recreation                | 5   | 5,000.00          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$5,000.00</b> |
| S.2140.247 | Rents Payments                      | Rents Payments                      | 11  | 1,159.71          |
|            |                                     | <b>Sub-Total:</b>                   |     | <b>\$1,159.71</b> |

| Account#                                         | Account Description                       | Fee Description    | Qty                              | Local Share        |
|--------------------------------------------------|-------------------------------------------|--------------------|----------------------------------|--------------------|
| S.2142.247                                       | Water Sales                               | Water Sales        | 2                                | 367.57             |
|                                                  |                                           |                    | <b>Sub-Total:</b>                | <b>\$367.57</b>    |
| S.2144.247                                       | Service Hookups                           | Service Hookups    | 2                                | 5,455.00           |
|                                                  |                                           |                    | <b>Sub-Total:</b>                | <b>\$5,455.00</b>  |
| S.2148.247                                       | Penalty                                   | Penalty            | 9                                | 36.91              |
|                                                  |                                           |                    | <b>Sub-Total:</b>                | <b>\$36.91</b>     |
| <b>Total Local Shares Remitted:</b>              |                                           |                    |                                  | <b>\$33,239.41</b> |
| Amount paid to:                                  | NYS Ag. & Markets for spay/neuter program |                    |                                  | 146.10             |
| Amount paid to:                                  | NYS Environmental Conservation            |                    |                                  | 50.18              |
| Amount paid to:                                  | State Health Dept. For Marriage Licenses  |                    |                                  | 45.10              |
| <b>Total State, County &amp; Local Revenues:</b> |                                           | <b>\$33,480.49</b> | <b>Total Non-Local Revenues:</b> |                    |
|                                                  |                                           |                    | <b>\$241.68</b>                  |                    |

To the Supervisor:

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

*Catherine Mfenkit*  
\_\_\_\_\_  
Supervisor

*4/1/2019*  
\_\_\_\_\_  
Date

*Jean Chrisman*  
\_\_\_\_\_  
Town Clerk

*4/1/2019*  
\_\_\_\_\_  
Date

# Town of Canandaigua Town & County 2019

## Collection Summary

Batches 1 thru 185

| District:          | Taxes Collected:   | Penalty:        | Surcharge:  | Notice Fee: | Remaining Uncollected: |
|--------------------|--------------------|-----------------|-------------|-------------|------------------------|
| Town & County 2019 | 11868802.10        | 15624.03        | 0.00        | 0.00        | 215314.00              |
| <b>Totals:</b>     | <b>11868802.10</b> | <b>15624.03</b> | <b>0.00</b> | <b>0.00</b> | <b>215314.00</b>       |

### Collection Statistics:

|                                  |      |
|----------------------------------|------|
| Number of Postings:              | 4973 |
| Percentage Collected:            | 98%  |
| Number of Adjustments:           | 9    |
| Number of Voids:                 | 26   |
| Number of Returned Payments:     | 0    |
| Number Refunded Duplicate Pmnts: | 0    |
| Notice Handling Fees Collected:  | 0.00 |
| <b>Received Via:</b>             |      |
| On-Line:                         | 52   |
| Mail:                            | 3274 |
| Counter:                         | 1624 |

|                                       |                    |
|---------------------------------------|--------------------|
| Cash:                                 | 59767.33           |
| Check:                                | 10338788.17        |
| Other:                                | 1179447.99         |
| <b>Total:</b>                         | <b>11578003.49</b> |
| <b>Minus Duplicate/Over Payments:</b> | <b>0.00</b>        |
|                                       | <b>11578003.49</b> |
| Taxes:                                | 11868802.10        |
| Penalty:                              | 15624.03           |
| Surcharge:                            | 0.00               |
| Ret. Check Fees:                      | 40.00              |
| Notice Fees:                          | 0.00               |
| <b>Total:</b>                         | <b>11884466.13</b> |
| <b>Minus Direct / Under Payments:</b> |                    |
| 39 Direct:                            | 306462.64          |
| 0 Under:                              | 0.00               |
|                                       | <b>11578003.49</b> |

### Other Payment Type Breakout:

|                 |     |            |
|-----------------|-----|------------|
| Credit Card:    | 10  | 14231.76   |
| Money Order:    | 2   | 1000.00    |
| Another Type:   | 515 | 1066347.78 |
| Online Payment: | 52  | 97868.45   |

**TOWN OF CANANDAIGUA  
PLANNER MONTHLY REPORT**

April 5, 2019

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Building is kicking into high gear as the weather starts to get better. Of the 64 permits issued this year, 26 were in March, and they continue to flood the office. Our new Zoning Inspector is beginning to take the lead on reviewing many of these applications.

This month we received 10 applications for Planning and Zoning Board. This is the largest amount in one month in some time. We are doing our best to ensure a good review process with no unnecessary delays to applicants.

I am still assisting with the Ordinance Committee in its many code revisions. We are hoping to finish the Agricultural Enhancement Rules soon, as well as allowing multi-tenant signage for plazas. There are many other items on our list including revisions to the RLD and to the UpTown area to promote economic development. We are never in short supply of potential changes.

We also held a kick-off meeting for the Comprehensive Plan Update. It was very well attended with a lot of new faces prepared with great questions. Through this meeting we were able to get 5 volunteers to help us with the Project Team. Our next step is to get a few more volunteers for the Project Team and to establish regular meetings of the team. After that we can get to work on getting input from residents.



Eric Cooper, Planner

# **TOWN OF CANANDAIGUA**

## **TOWN MANAGER MONTHLY REPORT**

April 15, 2019

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### **PERSONNEL**

KUDOS: A big thank you to Town Planner Eric Cooper, Administrative Coordinator Sarah Reynolds, and Specialist Michelle Rowlinson who put together a very impressive Comprehensive Plan kickoff meeting on March 27<sup>th</sup>. A great group of residents attended and/or have agreed to volunteer to serve on the Comp Plan Update Committee. We will be looking forward to additional updates as we move forward. A special thank you to Michelle for attending even though she is on crutches – speedy recovery Michelle, we miss you.

HUMAN RESOURCES: HR & Payroll Coordinator Samantha Pierce conducted our required annual sexual harassment training on Thursday, March 28, 2019. At this point nearly all employees and board members have completed the required annual training. At the conclusion of the training we had a short special recognition of the employees or board members who have recently celebrated milestones of service including Kris Singer – 5 years, Jim Fletcher – 15 years, Mike Boyce – 15 years, Tom Schwartz – 10 years, Phyllis Goodwin – 30 years, and Ken Brockett – 40 years. Congratulations everyone!

### **FINANCE**

CERTIFICATE OF DEPOSIT(s): Our \$2M CD has been reinvested for another short term of 60 days so that we have 2 - \$2M CD's coming due every 30 days. The first CD generated \$3,644.44 in interest income based on 30 days. The second CD has generated \$ 14,083.02 in interest income for the 60 days which I have renewed for another 60 day CD at a rate of 2.1%. This means for the month of January and February our investments resulted in \$17,727.46 in interest income.

BUDGET – State Budget: The passage of the NYS Budget means some changes for revenue lines that we anticipated last fall when we adopted the 2019 Town of Canandaigua budget. I have prepared a resolution for your consideration which includes budget amendments to make up a loss of \$28,000 in AIM funding and a loss of \$39,861 in Extreme Weather Recovery funding.

BUDGET: Now that we have turned the calendar into April, we get a look at our first quarter financial picture for 2019. YTD expenditures on average should be about 25%. Most of our expenditure lines have 76% or more remaining leaving us in good shape. The exceptions are the costs associated with machinery contractual (truck repairs), and snow removal wages and contractual (salt costs). Other lines below 76% are the annual one-time payments each year. Revenues for property taxes have come in as anticipated, and we should be receiving sales tax figures soon. As you are aware, sales tax is the single largest revenue source for the Town.

# **TOWN OF CANANDAIGUA**

## **TOWN MANAGER MONTHLY REPORT**

April 15, 2019

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CORRECTIVE ACTION PLAN: During a meeting of the Finance Committee on March 21, 2019 we reviewed the status of the Corrective Action Plan and the Comptroller's Audit from the period January 1, 2015 through April 12, 2017. Your agenda includes an acknowledgement resolution just to update everyone on the status of the recommendations and action items taken since the time of the recommendations.

FINANCIAL SOFTWARE (INCODE): Conversion of our financial software continue to the new Incode system. At this point all expenditures are in the system year to date. Revenues are in the system through mid-February as we had to confirm the correct process for hitting the pooled cash accounts, and work through some setup issues. The remainder of the revenues should be added to the system in the coming weeks. We are getting close to finishing the actual conversion of the account ledgers. Next we will convert fixed assets, and then we will begin the purchasing module.

2020 BUDGET: With the conversion to a new system, Samantha Pierce and I have recently completed phase one of budget training for Incode 10. The next step includes a follow up budget training relating to forecasting with the system. Our normal budget calendar begins in June each year; however, we will likely start the process within the next 30 – 45 days due to the extra time associated with learning the new system.

AUD: The Comptroller's Office has approved our request for an extension until May 1, 2019 for the filing of the Annual Update Document (AUD). By the time of your Town Board meeting we are hoping to have the AUD complete or nearly complete in preparation for the start of our annual audit with Bonadio.

TOWN AUDIT: The week of April 22<sup>nd</sup> kicks off the start of the annual audit (2018) for the Town of Canandaigua with the Bonadio Group. The auditors will be spending several days in the building in addition to remote viewing of documents and software.

COURT / CLERK REVIEW: The Bonadio Group has completed their review of the Town Court and the Town Clerk's office. A presentation on both reports is planned for the same meeting when the results of the Town's audit will also be presented by Bonadio. We are hoping to have a summary of the report to present to you by your April meeting or shortly after. I have been told that both the Court and Clerk's office were very accommodating to the reviewers and were able to answer questions in a very professional manner.

# **TOWN OF CANANDAIGUA**

## **TOWN MANAGER MONTHLY REPORT**

April 15, 2019

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### **GRANTS**

AKOUSTIS: As you are aware the Town of Canandaigua last year made a grant application to the NYS Housing and Community Renewal (HCR) for a grant relating to the acquisition of equipment inside the facility. The conditions of the grant have job hiring components and criteria associated that must be met in order for the proceeds to be made available. At this time the Town has not requested any disbursements. The expiration date for the grant is coming up at the end of June. Over the past two weeks Ontario County IDA Director Mike Manikowski, Harry Sicherman from Harrison Studios (our contractor for CDBG – economic grants), and I have had conference calls with NYSHCR, Akoustis CEO Jeff Shealey, and Akoustis CFO Ken Boiler. The company has big plans for the Canandaigua site and continues to offer new employment opportunities and has plans for 27 additional positions at the Canandaigua site in 2019. Akoustis is currently recruiting for 8 positions at the Canandaigua location. I anticipate a request for an extension of the grant opportunity could possibly be coming along with an update for your consideration at the May or June Town Board meeting, pending on how much progress can be made up hiring in the coming weeks.

GTC: Just like the last round of grants through the Genesee Transportation Council (GTC) the Town of Canandaigua has two grant awards (one through the County, and one through the Town) relating to transportation and feasibility in the Town of Canandaigua that have been awarded as part of the UPWP funding opportunities.

- Route 332 & Route 96: As you may recall from the summer/fall of 2018, Ontario County made a grant application to GTC through the UPWP program at the request of the Town of Farmington to study traffic and anticipated build out of NYS Route 96 in the Town of Farmington, and NYS Route 332 in the Town of Farmington extending south into Canandaigua to the Uptown area. The project area was chosen to include the main traffic areas in Farmington and those outside of the recently adopted Uptown Feasibility Study and to include large portions of the Town of Farmington. We have received news the grant is being awarded pending finalization and study scope of work approval. The grant application included contributions of Town of Farmington \$5,000 cash and \$4,000 in kind (estimated 100 hours), Town of Canandaigua \$3,000 cash and \$2,000 in kind (estimated 44 hours), and Ontario County \$4,280 in kind (estimated 80 hours). The cash contribution from the Town of Canandaigua would need to be included in the 2020 budget. These projects traditionally begin in the fall of one year and

# **TOWN OF CANANDAIGUA**

## **TOWN MANAGER MONTHLY REPORT**

April 15, 2019

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extend through the following year (Fall 2019 through 2020). I will include this request when I prepare the 2020 budget for your consideration.

- Middle Cheshire Road & Thompson Health: The Town of Canandaigua's UPWP grant application has also been awarded, pending approval of the scope of work by GTC. The purpose of our grant application is to explore current conditions and develop a multi-modal, active transportation plan for the area including Middle Cheshire Road in the Town of Canandaigua, across the intersection of NYS Route 5 & 20, and into the City of Canandaigua to include the transportation network around Thompson Hospital and surrounding health care facilities. The object is to complete a study and plan for new and/or improved complete streets facility, and recommendations for enhanced connectivity, efficiency, safety, and accessibility for all users of the road with special attention to improvements dedicated to safe travel through and around the corridor for pedestrians, cyclists, and users of other wheeled devices like wheelchairs, scooters, and strollers. The grant application included a cash investment of \$20,000 from the Town of Canandaigua and a total of in-kind services of \$5,000. The cash contribution from the Town of Canandaigua would need to be included in the 2020 budget. These projects traditionally begin in the fall of one year and extend through the following year (Fall 2019 through 2020). I will include this request when I prepare the 2020 budget for your consideration.

CHESHIRE: Your agenda includes a proposal for us to contract with MRB for the grant application and administration of the Cheshire Sewer Project. This project was discussed at the Planning (Public Works) Committee meeting on April 5<sup>th</sup>. While the residents of the proposed sewer district qualify for hardship status, we need to explore alternative sources of funding for this project to help keep the total costs down. Based on the Town's Sewer Master Plan and my calculations if we are successful in a \$1M Community Development Block Grant (CDBG) the debt service for this project would likely still be approximately \$1,000 per year per EDU with O&M charges of approximately \$500 per year per EDU for a total of about \$1,500 per year per EDU or approximately \$350 per quarter per EDU.

PDR: The Brock Acres Purchase of Development Rights (PDR) grant is getting set to close in the coming weeks. The grant award resulted in the permanent protection of 520 acres in the Town of Canandaigua's Padelford Brook Greenway and Strategic Farmland Protection Area. Per your prior authorization resolution, as in years past, we have contributed to the award at a rate of \$50 per acre for a total of \$26,000 from the Open Space Fund. As you are also aware, we recently were awarded PDR grants for Kim-Mar Farms and the Keith Purdy Farm (Sand Hill Road).

# **TOWN OF CANANDAIGUA**

## **TOWN MANAGER MONTHLY REPORT**

April 15, 2019

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Meanwhile we will be sending letters out very soon to land owners who have fifty acres or more who might be interested in the next round of Purchase of Development Rights (PDR) program for the Town. This is the beginning of our every other year application and ranking process to determine the application(s) that we should submit for consideration to NYS Ag and Markets.

### **GENERAL**

ENHANCED LAW ENFORCEMENT PATROL: Increased patrol in the Town of Canandaigua continues with 70 traffic stops during the month of March 2019. The full report is attached to my report. The enforcement initiative resulted in several traffic stops on Middle Cheshire Road including 8 citations for speeding, 2 citations for unlicensed operation, and 2 citations for uninspected motor vehicle.

CHESHIRE MEETING: Save the date – May 8<sup>th</sup> @ 6:00PM at the Cheshire Fire Hall in Cheshire (Station #1) for our meeting with residents of the Hamlet of Cheshire and the proposed Cheshire Sewer District. The topics for this meeting include sharing information with residents about the proposed sewer district, possible zoning code amendments being discussed by the Ordinance Committee, the Comprehensive Plan update series and how the public can be involved, the result of conversations with DOT relating to NYS Rt 21 improvements, information from Habitat for Humanity, and information from our Environmental Committee on recycling.

ECONOMIC DEVELOPMENT: Your agenda includes a resolution to authorize the bylaws and creation of the Canandaigua Local Development Corporation a public LDC with the three members of the LDC consisting of the Town Board of the Town of Canandaigua, the City Council of the City of Canandaigua, and the Board of Directors of the Canandaigua Chamber of Commerce. The City Council adopted the bylaws at their meeting on April 4, 2019.

TELECOMMUNICATIONS CEILING NOTICE: Attached to my report you will find a notice of tentative telecommunications ceiling notices for facilities in the Town and City of Canandaigua. Two hearings have been scheduling including one on April 25<sup>th</sup> at 10am in Albany and another on May 9<sup>th</sup> at 10am in Albany for anyone to provide public comment.

ONTARIO COUNTY FAIR: The Town's Ag Committee will be holding their monthly Ag meeting at the Ontario County Fair on July 25<sup>th</sup> at 6pm in the new building out near the front entrance. The Ag Committee will be holding an ask an ag expert session, and also sharing information about the Town's Purchase of Development Rights (PDR) program for anyone

**TOWN OF CANANDAIGUA  
TOWN MANAGER MONTHLY REPORT**

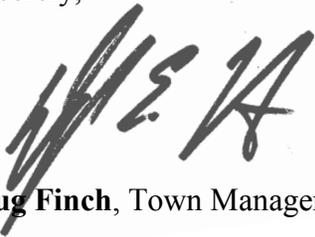
April 15, 2019

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interested in learning more. The meeting is open to the public, and the Ag Committee would like to encourage residents, and anyone interested in learning more about agriculture in the Town of Canandaigua to attend.

COMMUNICATION: Akram has finished up a series of videos with our staff and posted to the Town's website relating to what it is they do for the Town. The series is available through YouTube or on the Town's website under the specific pages for the department. For example Eric Cooper did a video on the Comprehensive Plan update, and what the next steps are to engage and interact with the residents to get their input on the direction of the Town.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Finch', is written over a light-colored rectangular background.

**Doug Finch**, Town Manager

# Investment Authorization

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

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

The following individuals do hereby authorize the investment of \$ 2,014,083.<sup>02</sup> for a term of 60 days at a rate of 2.1 % interest. The funds being invested are made up of monies from the following funds: tax receipts

Authorized by the following <sup>2</sup> (~~3~~ required) individuals:

Signature: [Signature]  
Name: Douglas F. Welch  
Title: Town Manager  
Date: 3-25-19

Signature: [Signature]  
Name: Jean Chrisman  
Title: Town Clerk  
Date: 3-25-2019

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

This account is non-negotiable and non-transferable

Member  
FDIC

**Account Number**  
1107377101

**Customer Name and Address**

**Issue Date**  
03-25-2019

**Term** 60 Days

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

**Amount**  
2,014,083.02

**Interest Payment  
At Maturity**

**Mailing Address**

**Interest Payment Method**  
Simple

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

**Renewal Option**  
Non-Renewable

**Form of Ownership**  
Municipal

**Tax I.D. No.**  
16-6002197

**By: Kathryn L. Lafler**  
  
(Bank Representative)

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**Rate Information**

The interest rate for your certificate is **2.100** with an annual percentage yield of **2.13**. You will be paid this rate until the maturity date of the certificate. Your certificate will mature on **05-24-2019**. Interest will be paid at maturity.

**Balance Computation Method**

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

**Minimum Balance Requirements**

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

**Early Withdrawal Penalties**

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

**Transaction Limits**

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

**Renewal Policies**

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

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

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

# Canandaigua National Corporation

## Privacy Policy Notice

Canandaigua National Corporation recognizes its customers' expectations of financial privacy, and preserving our customers' trust is one of the core values of our bank and our family of financial service companies. For over 120 years, respecting and protecting customer privacy has been vital to our business.

### Our Security Procedures

We are committed to the privacy of customer information and will use strict security standards to safeguard it. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. All of Canandaigua National Corporation and our family of financial service companies are governed by a code of conduct that includes the commitment to protect the confidentiality of customer information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. We are equally committed to protecting the privacy of customer information on the Internet. For information on the Internet security measures we apply, refer to our Security Architecture page at [www.cnbank.com/privacy.asp](http://www.cnbank.com/privacy.asp).

### What Information We Collect

We collect only information that is needed to serve you and to administer our business. In the process of serving you, we may collect "nonpublic personal information"—information about you that is not available publicly. This information comes to us from various sources, including:

- Information we receive from you on applications or other loan and account forms;
- Information related to your transactions with us, our family of financial services companies listed below (affiliates) or others; and
- Information we receive from third parties such as credit bureaus.

### What Information We Disclose

We are permitted under law to share information about our experiences or transactions with you or your account (such as your account balance and your payment history with us) with companies related to us by common control or ownership (affiliates). We also may share additional information about you or your account (such as information we receive from you in applications and information from credit reporting agencies) with our affiliates. You may instruct Canandaigua National Corporation not to share information (other than information related to account history and our experiences with you) within the Canandaigua National Corporation family of financial service companies, and to limit marketing offers based on this personal information, by calling us toll free at 1-800-724-2621. **Please Note: We are required by Federal Law to send you a copy of our Privacy Policy each year. If you have already provided us with your information sharing preferences, you do not have to do so again.**

We may also disclose all of the information we collect, as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements.

We also are permitted under law to disclose nonpublic personal information about you to nonaffiliated third parties (i.e., third parties that are not members of our corporate family) in limited circumstances. For example, we may disclose nonpublic personal information about you to such third parties to assist us in servicing your loan or account with us; to government entities in response to subpoenas; and to credit bureaus. We do not disclose any nonpublic personal information about you to any other third parties, except as permitted by law.

If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policy and practices described in this notice.

Canandaigua National Corporation's Privacy Policy and the Fair Credit Reporting Act notice are provided on behalf of the following companies:

The Canandaigua National Bank and Trust Company      Canandaigua National Trust Company of Florida  
CNB Insurance Agency  
CNB Mortgage Company

### Canandaigua National Corporation

72 South Main Street  
Canandaigua, New York 14424  
1-800-724-2621      [www.cnbank.com](http://www.cnbank.com)



**From:**  
**Sent:** Monday, April 1, 2019 4:47 PM  
**To:** dfinch@townofcanandaigua.org; Sheriff DL: Road Administration; Sheriff DL: Road Sergeants  
**Cc:**  
**Subject:** FW: Canandaigua Patrol- March

During the month of **March** 2019, Deputies XXXXXX and XXXXXX worked patrol details in the Town of Canandaigua. Dep. XXXXXX worked **35 hours** and Dep. XXXXXX worked **23 hours** for a total of **58 hours**. Combined, the Deputies initiated **70 traffic stops** and issued the following **60 citations**:

**Rte 332**

15 citations for speeding  
1 citation for unlawful window tint  
1 citation for unregistered motor vehicle

**Middle Cheshire Rd.**

8 citations for speeding  
2 citations for unlicensed operation  
2 citations for uninspected motor vehicle

**North Rd**

2 citations for speeding

**Emerson Rd**

13 citations for speeding  
1 citations for unregistered motor vehicle

**CR 50**

1 citation for speeding  
1 citation for uninspected motor vehicle

**North St**

1 citation for speeding  
1 citation for unregistered motor vehicle

**CR 28**

7 citations for speeding

**Cooley Rd**

4 citations for speeding

In addition to the above enforcement efforts, the Deputies reported the following activity;

Assist traffic funeral detail

- 1 assist other office
- 1 assist patrol with disturbance



# Budget Report Account Summary

For Fiscal: 2019 Period Ending: 03/31/2019

|                                      |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--------------------------------------|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|----------------------|
| <b>Fund: AA100 - GENERAL FUND</b>    |                                |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                       |                                |                          |                         |                    |                    |                                        |                      |
| <a href="#">AA100.1001.00000</a>     | REAL PROPERTY TAXES            | 530,306.00               | 530,306.00              | 0.00               | 529,597.11         | -708.89                                | 0.13 %               |
| <a href="#">AA100.1030.00000</a>     | SPECIAL ASSESSMENT/PILOT       | 19,961.00                | 19,961.00               | -19,165.85         | 1,467.04           | -18,493.96                             | 92.65 %              |
| <a href="#">AA100.1090.00000</a>     | PENALTY ON TAXES               | 12,000.00                | 12,000.00               | 0.00               | 0.00               | -12,000.00                             | 100.00 %             |
| <a href="#">AA100.1120.00000</a>     | NON PROPERTY SALES TAX         | 1,800,000.00             | 1,800,000.00            | 0.00               | 0.00               | -1,800,000.00                          | 100.00 %             |
| <a href="#">AA100.1170.00000</a>     | CABLE TV FRANCHISE FEES        | 80,000.00                | 80,000.00               | 0.00               | 0.00               | -80,000.00                             | 100.00 %             |
| <a href="#">AA100.1255.00000</a>     | TOWN CLERK FEES                | 1,400.00                 | 1,400.00                | 0.00               | 0.00               | -1,400.00                              | 100.00 %             |
| <a href="#">AA100.1603.00000</a>     | VITAL STATISTICS FEE           | 6,000.00                 | 6,000.00                | 0.00               | 0.00               | -6,000.00                              | 100.00 %             |
| <a href="#">AA100.2001.00000</a>     | PARK & RECREATION FEES         | 105,000.00               | 105,000.00              | -200.00            | -785.00            | -105,785.00                            | 100.75 %             |
| <a href="#">AA100.2110.00000</a>     | ZONING FEES                    | 25,000.00                | 25,000.00               | 0.00               | 0.00               | -25,000.00                             | 100.00 %             |
| <a href="#">AA100.2120.00000</a>     | SOIL EROSION CONTROL           | 4,000.00                 | 4,000.00                | 0.00               | 0.00               | -4,000.00                              | 100.00 %             |
| <a href="#">AA100.2148.00000</a>     | RETURNED CHECK FEE             | 20.00                    | 20.00                   | 0.00               | 0.00               | -20.00                                 | 100.00 %             |
| <a href="#">AA100.2192.00000</a>     | CEMETERY SERVICES              | 500.00                   | 500.00                  | 0.00               | 0.00               | -500.00                                | 100.00 %             |
| <a href="#">AA100.2302.00000</a>     | SERVICES/OTHER GOVERNMENTS     | 9,120.00                 | 9,120.00                | 0.00               | 0.00               | -9,120.00                              | 100.00 %             |
| <a href="#">AA100.2401.00000</a>     | INTEREST & EARNINGS            | 6,000.00                 | 6,000.00                | 0.00               | 0.00               | -6,000.00                              | 100.00 %             |
| <a href="#">AA100.2410.00000</a>     | RENTAL OF REAL PROPERTY        | 12,460.00                | 12,460.00               | 0.00               | 1,350.00           | -11,110.00                             | 89.17 %              |
| <a href="#">AA100.2544.00000</a>     | DOG LICENSES                   | 20,000.00                | 20,000.00               | 0.00               | 0.00               | -20,000.00                             | 100.00 %             |
| <a href="#">AA100.2590.00000</a>     | SITE DEVELOPMENT FEES          | 60,000.00                | 60,000.00               | 0.00               | 0.00               | -60,000.00                             | 100.00 %             |
| <a href="#">AA100.2591.00000</a>     | CONSTRUCTION DEBRIS FEES       | 20,000.00                | 20,000.00               | 0.00               | 0.00               | -20,000.00                             | 100.00 %             |
| <a href="#">AA100.2610.00000</a>     | FINES & FORFEITED BAIL         | 80,000.00                | 80,000.00               | -12,197.00         | -16,190.50         | -96,190.50                             | 120.24 %             |
| <a href="#">AA100.2651.00000</a>     | RECYCLING REVENUE              | 15,000.00                | 15,000.00               | 0.00               | 871.69             | -14,128.31                             | 94.19 %              |
| <a href="#">AA100.2701.00000</a>     | REFUND PRIOR YEARS EXP         | 0.00                     | 0.00                    | 0.00               | 113.50             | 113.50                                 | 0.00 %               |
| <a href="#">AA100.3001.00000</a>     | NYS AID PER CAPITA             | 28,000.00                | 28,000.00               | 0.00               | 0.00               | -28,000.00                             | 100.00 %             |
| <a href="#">AA100.3005.00000</a>     | ONTARIO CITY MORTGAGE TAX      | 230,000.00               | 230,000.00              | 0.00               | 0.00               | -230,000.00                            | 100.00 %             |
| <a href="#">AA100.3040.00000</a>     | NYS AID TAX/ASSESSMENTS        | 9,000.00                 | 9,000.00                | 0.00               | 0.00               | -9,000.00                              | 100.00 %             |
| <a href="#">AA100.3092.00000</a>     | ST AID.PLANNING STUDIES        | 90,000.00                | 90,000.00               | 0.00               | 0.00               | -90,000.00                             | 100.00 %             |
| <a href="#">AA100.5031.000CM</a>     | INTERFUND TRANSFERS            | 296,140.00               | 296,140.00              | 0.00               | 0.00               | -296,140.00                            | 100.00 %             |
| <a href="#">AA100.9000.00000</a>     | APPROPRIATED FUND BALANCE FO   | 487,527.00               | 487,527.00              | 0.00               | 0.00               | -487,527.00                            | 100.00 %             |
|                                      | <b>Revenue Total:</b>          | <b>3,947,434.00</b>      | <b>3,947,434.00</b>     | <b>-31,562.85</b>  | <b>516,423.84</b>  | <b>-3,431,010.16</b>                   | <b>86.92 %</b>       |
| <b>Expense</b>                       |                                |                          |                         |                    |                    |                                        |                      |
| <a href="#">AA100.1010.110.00000</a> | TOWN BOARD.ELECTED             | 20,256.00                | 20,256.00               | 779.08             | 4,674.48           | 15,581.52                              | 76.92 %              |
| <a href="#">AA100.1010.400.00000</a> | TOWN BOARD.CONTRACTUAL         | 1,500.00                 | 1,500.00                | 29.71              | 29.71              | 1,470.29                               | 98.02 %              |
| <a href="#">AA100.1110.110.00000</a> | JUSTICES.ELECTED               | 49,848.00                | 49,848.00               | 1,917.24           | 11,503.44          | 38,344.56                              | 76.92 %              |
| <a href="#">AA100.1110.120.00000</a> | JUSTICES.COURT CLERK, PT       | 15,276.00                | 15,276.00               | 0.00               | 1,871.60           | 13,404.40                              | 87.75 %              |
| <a href="#">AA100.1110.140.00000</a> | JUSTICES.COURT CLERK, PT       | 15,893.00                | 15,893.00               | 827.78             | 2,330.52           | 13,562.48                              | 85.34 %              |
| <a href="#">AA100.1110.200.00000</a> | JUSTICES.CAPITAL.EQUIPMENT     | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">AA100.1110.400.00000</a> | JUSTICES.CONTRACTUAL           | 7,490.00                 | 7,490.00                | 0.00               | 665.00             | 6,825.00                               | 91.12 %              |
| <a href="#">AA100.1110.401.00000</a> | JUSTICES..CONTR.COURTSECURITY  | 10,000.00                | 10,000.00               | 0.00               | 0.00               | 10,000.00                              | 100.00 %             |
| <a href="#">AA100.1220.110.00000</a> | SUPERVISOR.ELECTED             | 20,000.00                | 20,000.00               | 769.23             | 4,615.38           | 15,384.62                              | 76.92 %              |
| <a href="#">AA100.1220.120.00000</a> | SUPERVISOR.DEPUTY SUPERVISOR   | 2,000.00                 | 2,000.00                | 80.00              | 400.00             | 1,600.00                               | 80.00 %              |
| <a href="#">AA100.1220.121.00000</a> | SUPERVISOR.BOOKKEEPER          | 30,500.00                | 0.00                    | 0.00               | 0.00               | 0.00                                   | 0.00 %               |
| <a href="#">AA100.1220.400.00000</a> | SUPERVISOR.CONTRACTUAL         | 2,100.00                 | 2,100.00                | 848.00             | 993.00             | 1,107.00                               | 52.71 %              |
| <a href="#">AA100.1230.100.00000</a> | TOWN MANAGER.PERSONAL SERVI    | 95,375.00                | 95,375.00               | 3,668.27           | 22,009.62          | 73,365.38                              | 76.92 %              |
| <a href="#">AA100.1230.120.00000</a> | ADMINISTRATIVE AIDE COORDINAT  | 0.00                     | 31,616.00               | 1,111.50           | 4,550.50           | 27,065.50                              | 85.61 %              |
| <a href="#">AA100.1230.400.00000</a> | TOWN MANAGER.CONTRACTUAL       | 5,750.00                 | 5,750.00                | 280.05             | 525.50             | 5,224.50                               | 90.86 %              |
| <a href="#">AA100.1320.400.00000</a> | AUDITOR.CONTRACTUAL            | 10,300.00                | 10,300.00               | 0.00               | 0.00               | 10,300.00                              | 100.00 %             |
| <a href="#">AA100.1340.120.00000</a> | BUDGET OFFICER.PERSONAL SERVI  | 3,000.00                 | 3,000.00                | 120.00             | 600.00             | 2,400.00                               | 80.00 %              |
| <a href="#">AA100.1340.400.00000</a> | BUDGET.CONTRACTUAL             | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">AA100.1345.400.00000</a> | PURCHASING.CONTRACTUAL         | 3,500.00                 | 3,500.00                | 75.13              | 222.10             | 3,277.90                               | 93.65 %              |
| <a href="#">AA100.1355.120.00000</a> | ASSESSOR.PERSONAL SERVICES     | 67,111.00                | 67,111.00               | 2,581.19           | 15,487.14          | 51,623.86                              | 76.92 %              |
| <a href="#">AA100.1355.132.00000</a> | ASSESSOR.REAL PROPERTY AIDE FT | 45,030.00                | 45,030.00               | 1,732.00           | 8,486.80           | 36,543.20                              | 81.15 %              |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                      |                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--------------------------------------|---------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|----------------------|
| <a href="#">AA100.1355.150.00000</a> | ASSESSOR.BAR REVIEW SALARY      | 1,500.00                 | 1,500.00                | 0.00               | 0.00               | 1,500.00                               | 100.00 %             |
| <a href="#">AA100.1355.200.00000</a> | ASSESSOR.CAPITAL.EQUIPMENT      | 500.00                   | 500.00                  | 29.49              | 29.49              | 470.51                                 | 94.10 %              |
| <a href="#">AA100.1355.400.00000</a> | ASSESSOR.CONTRACTUAL            | 17,330.00                | 17,330.00               | 228.74             | 228.74             | 17,101.26                              | 98.68 %              |
| <a href="#">AA100.1355.420.00000</a> | ASSESSOR.BAR REVIEW CONTRACT    | 200.00                   | 200.00                  | 0.00               | 0.00               | 200.00                                 | 100.00 %             |
| <a href="#">AA100.1410.110.00000</a> | TOWN CLERK.ELECTED              | 61,974.00                | 61,974.00               | 2,383.62           | 14,301.72          | 47,672.28                              | 76.92 %              |
| <a href="#">AA100.1410.131.00000</a> | TOWN CLERK.DEPUTY F/T           | 37,208.00                | 37,208.00               | 1,377.20           | 6,806.80           | 30,401.20                              | 81.71 %              |
| <a href="#">AA100.1410.141.00000</a> | TOWN CLERK.DEPUTY P/T           | 20,150.00                | 20,150.00               | 665.00             | 3,097.50           | 17,052.50                              | 84.63 %              |
| <a href="#">AA100.1410.142.00000</a> | TOWN CLERK.PT CLERK. TEMP       | 14,560.00                | 14,560.00               | 0.00               | 0.00               | 14,560.00                              | 100.00 %             |
| <a href="#">AA100.1410.200.00000</a> | TOWN CLERK.CAPITAL.EQUIPMENT    | 850.00                   | 850.00                  | 203.19             | 203.19             | 646.81                                 | 76.10 %              |
| <a href="#">AA100.1410.400.00000</a> | TOWN CLERK.CONTRACTUAL          | 12,632.00                | 12,632.00               | 507.05             | 3,718.00           | 8,914.00                               | 70.57 %              |
| <a href="#">AA100.1420.400.00000</a> | ATTORNEY.CONTRACTUAL            | 15,000.00                | 15,000.00               | 2,610.00           | 4,875.00           | 10,125.00                              | 67.50 %              |
| <a href="#">AA100.1430.132.00000</a> | PERSONNEL.HR AND PAYROLL COO    | 62,500.00                | 62,500.00               | 2,403.85           | 14,423.10          | 48,076.90                              | 76.92 %              |
| <a href="#">AA100.1430.141.00000</a> | PERSONNEL.CLERK P/T             | 25,472.00                | 25,472.00               | 1,097.12           | 3,167.70           | 22,304.30                              | 87.56 %              |
| <a href="#">AA100.1430.142.00000</a> | PERSONNEL.CLERK P/T             | 0.00                     | 30,500.00               | 1,173.08           | 7,038.48           | 23,461.52                              | 76.92 %              |
| <a href="#">AA100.1430.200.00000</a> | PERSONNEL.CAPITAL.EQUIPMENT     | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">AA100.1430.410.00000</a> | PERSONNEL.CONTRACTUAL           | 4,350.00                 | 4,350.00                | 514.36             | 559.38             | 3,790.62                               | 87.14 %              |
| <a href="#">AA100.1430.420.00000</a> | PERSONNEL.HUMAN RESOURCE        | 1,700.00                 | 1,700.00                | 0.00               | 0.00               | 1,700.00                               | 100.00 %             |
| <a href="#">AA100.1440.400.00000</a> | ENGINEERING.CONTRACTUAL         | 4,000.00                 | 4,000.00                | 2,100.00           | 2,100.00           | 1,900.00                               | 47.50 %              |
| <a href="#">AA100.1440.406.00000</a> | ENGINEERING.CHESHIRE SEWERS     | 10,000.00                | 10,000.00               | 0.00               | 0.00               | 10,000.00                              | 100.00 %             |
| <a href="#">AA100.1450.400.00000</a> | ELECTIONS.CONTRACTUAL           | 7,200.00                 | 7,200.00                | 0.00               | 0.00               | 7,200.00                               | 100.00 %             |
| <a href="#">AA100.1460.200.00000</a> | RECORDS MANAGEMENT.CAPITAL.     | 1,350.00                 | 1,350.00                | 0.00               | 952.80             | 397.20                                 | 29.42 %              |
| <a href="#">AA100.1460.400.00000</a> | RECORDS MANAGEMENT.CONTRA       | 10,583.00                | 10,583.00               | 2,005.26           | 2,005.26           | 8,577.74                               | 81.05 %              |
| <a href="#">AA100.1480.400.00000</a> | PUBLICSERVINFO.CONTRACTUAL.C    | 14,250.00                | 14,250.00               | 15.00              | 30.00              | 14,220.00                              | 99.79 %              |
| <a href="#">AA100.1620.200.00000</a> | BUILDINGS.CAPITAL.EQUIPMENT     | 54,000.00                | 62,000.00               | 0.00               | 0.00               | 62,000.00                              | 100.00 %             |
| <a href="#">AA100.1620.400.00000</a> | BUILDINGS.CONTRACTUAL           | 4,500.00                 | 4,500.00                | 0.00               | 212.74             | 4,287.26                               | 95.27 %              |
| <a href="#">AA100.1620.403.00000</a> | BUILDINGS..TOWNHALL.CONTR.UT    | 45,300.00                | 45,300.00               | 3,733.53           | 8,241.22           | 37,058.78                              | 81.81 %              |
| <a href="#">AA100.1620.404.00000</a> | BUILDINGS..HIGHWAYBLDG.CONTR    | 57,200.00                | 57,200.00               | 4,048.68           | 10,350.04          | 46,849.96                              | 81.91 %              |
| <a href="#">AA100.1620.405.00000</a> | BUILDINGS..PARKS.CONTR.UTILITY. | 34,950.00                | 34,950.00               | 1,156.62           | 4,840.84           | 30,109.16                              | 86.15 %              |
| <a href="#">AA100.1620.410.00000</a> | BUILDINGS.JANITORIAL            | 28,548.00                | 28,548.00               | 2,998.00           | 4,497.00           | 24,051.00                              | 84.25 %              |
| <a href="#">AA100.1670.400.00000</a> | PRINTING & MAILING.CONTRACTU    | 32,972.00                | 32,972.00               | 2,197.62           | 3,073.00           | 29,899.00                              | 90.68 %              |
| <a href="#">AA100.1680.100.00000</a> | CENTRAL DATA PROCESSING.PERS    | 18,000.00                | 18,000.00               | 0.00               | 0.00               | 18,000.00                              | 100.00 %             |
| <a href="#">AA100.1680.200.00000</a> | DATA PROCESSING.CAPITAL.EQUIP   | 50,000.00                | 50,000.00               | 12,403.68          | 20,859.84          | 29,140.16                              | 58.28 %              |
| <a href="#">AA100.1680.400.00000</a> | DATA PROCESSING.CONTRACTUAL     | 42,600.00                | 42,600.00               | 1,443.02           | 10,666.16          | 31,933.84                              | 74.96 %              |
| <a href="#">AA100.1910.400.00000</a> | UNALLOCATED INSURANCE           | 113,000.00               | 113,000.00              | 0.00               | 0.00               | 113,000.00                             | 100.00 %             |
| <a href="#">AA100.1920.400.00000</a> | MUNICIPAL ASSOCIATION DUES      | 1,350.00                 | 1,350.00                | 0.00               | 1,350.00           | 0.00                                   | 0.00 %               |
| <a href="#">AA100.1990.400.00000</a> | CONTINGENCY                     | 100,000.00               | 80,260.00               | 0.00               | 0.00               | 80,260.00                              | 100.00 %             |
| <a href="#">AA100.3120.400.00000</a> | POLICE.CONTRACTUAL              | 27,500.00                | 27,500.00               | 0.00               | 0.00               | 27,500.00                              | 100.00 %             |
| <a href="#">AA100.3310.400.00000</a> | TRAFFIC.CONTRACTUAL             | 99,423.00                | 99,423.00               | 951.98             | 1,376.98           | 98,046.02                              | 98.62 %              |
| <a href="#">AA100.3510.400.00000</a> | DOG CONTROL CONTRACTUAL         | 23,353.00                | 23,353.00               | 0.00               | 23,353.00          | 0.00                                   | 0.00 %               |
| <a href="#">AA100.4020.100.00000</a> | REGISTRAR.PERSONAL SERVICES     | 2,400.00                 | 2,400.00                | 0.00               | 0.00               | 2,400.00                               | 100.00 %             |
| <a href="#">AA100.4020.400.00000</a> | REGISTRAR.CONTRACTUAL           | 235.00                   | 235.00                  | 0.00               | 0.00               | 235.00                                 | 100.00 %             |
| <a href="#">AA100.4540.400.00000</a> | AMBULANCE CONTRACTUAL           | 4,000.00                 | 4,000.00                | 0.00               | 4,000.00           | 0.00                                   | 0.00 %               |
| <a href="#">AA100.5010.110.00000</a> | HIGHWAY SUPT.ELECTED            | 73,315.00                | 73,315.00               | 2,819.81           | 16,918.86          | 56,396.14                              | 76.92 %              |
| <a href="#">AA100.5010.120.00000</a> | HIGHWAY.DEPUTY                  | 3,129.00                 | 3,129.00                | 120.35             | 722.10             | 2,406.90                               | 76.92 %              |
| <a href="#">AA100.5010.130.00000</a> | HIGHWAY.ACCOUNT CLERK           | 34,320.00                | 34,320.00               | 4,936.04           | 10,391.17          | 23,928.83                              | 69.72 %              |
| <a href="#">AA100.5182.400.00000</a> | STREET LIGHTING.CONTRACTUAL     | 35,000.00                | 35,000.00               | 2,265.58           | 4,870.95           | 30,129.05                              | 86.08 %              |
| <a href="#">AA100.6410.410.00000</a> | PUBLICITY.CONTRACTUAL           | 5,000.00                 | 5,000.00                | 830.00             | 870.00             | 4,130.00                               | 82.60 %              |
| <a href="#">AA100.6410.420.00000</a> | PUBLICITY.PARK                  | 1,800.00                 | 1,800.00                | 0.00               | 0.00               | 1,800.00                               | 100.00 %             |
| <a href="#">AA100.6989.400.00000</a> | ECONOMIC DEVELOPMENT.CONTR      | 50,000.00                | 50,000.00               | 0.00               | 660.00             | 49,340.00                              | 98.68 %              |
| <a href="#">AA100.7020.121.00000</a> | RECREATION.DIRECTOR             | 26,531.00                | 6,126.00                | 1,020.42           | 6,122.52           | 3.48                                   | 0.06 %               |
| <a href="#">AA100.7020.141.00000</a> | RECREATION.SR LIFEGUARD         | 5,460.00                 | 5,460.00                | 0.00               | 0.00               | 5,460.00                               | 100.00 %             |
| <a href="#">AA100.7020.400.00000</a> | RECREATION.CONTRACTUAL          | 1,800.00                 | 1,800.00                | 165.67             | 165.67             | 1,634.33                               | 90.80 %              |
| <a href="#">AA100.7110.121.00000</a> | PARKS.MAINTENANCE ASSISTANT     | 43,500.00                | 46,335.00               | 1,807.69           | 10,173.09          | 36,161.91                              | 78.04 %              |
| <a href="#">AA100.7110.131.00000</a> | LABORER SEASONAL.PERSONAL SE    | 31,916.00                | 31,916.00               | 0.00               | 0.00               | 31,916.00                              | 100.00 %             |
| <a href="#">AA100.7110.142.00000</a> | REC.ATTENDANTS GATEHOUSE        | 6,400.00                 | 6,400.00                | 0.00               | 0.00               | 6,400.00                               | 100.00 %             |
| <a href="#">AA100.7110.143.00000</a> | PARK.LABORER P/T                | 13,566.00                | 13,566.00               | 484.50             | 1,792.65           | 11,773.35                              | 86.79 %              |
| <a href="#">AA100.7110.200.00000</a> | PARK.CAPITAL.EQUIPMENT          | 3,500.00                 | 3,500.00                | 0.00               | 0.00               | 3,500.00                               | 100.00 %             |
| <a href="#">AA100.7110.201.00000</a> | PARK.CAPITAL IMPROVEMENT        | 363,140.00               | 363,140.00              | 1,581.56           | 1,581.56           | 361,558.44                             | 99.56 %              |

|                                      |                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--------------------------------------|-------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|----------------------|
| <a href="#">AA100.7110.400.00000</a> | PARK.CONTRACTUAL              | 80,800.00                | 80,800.00               | 1,164.95           | 3,498.16           | 77,301.84                              | 95.67 %              |
| <a href="#">AA100.7110.402.00000</a> | PARK.TREE & LANDSCAPE         | 4,000.00                 | 4,000.00                | 0.00               | 0.00               | 4,000.00                               | 100.00 %             |
| <a href="#">AA100.7140.141.00000</a> | PLAYGROUND/RECREATION.LIFEG   | 42,500.00                | 42,500.00               | 0.00               | 0.00               | 42,500.00                              | 100.00 %             |
| <a href="#">AA100.7140.142.00000</a> | PLAYGROUND/RECREATION.SPECIA  | 14,400.00                | 31,970.00               | 0.00               | 0.00               | 31,970.00                              | 100.00 %             |
| <a href="#">AA100.7140.400.00000</a> | PLAYGROUND/RECREATION.CONT    | 1,450.00                 | 1,450.00                | 0.00               | 0.00               | 1,450.00                               | 100.00 %             |
| <a href="#">AA100.7140.405.00000</a> | RECREATION.CITY.PICKLEBALLCOU | 23,000.00                | 23,000.00               | 0.00               | 0.00               | 23,000.00                              | 100.00 %             |
| <a href="#">AA100.7140.410.00000</a> | PLAYGROUND/RECREATION.DAY C   | 15,000.00                | 15,000.00               | 0.00               | 0.00               | 15,000.00                              | 100.00 %             |
| <a href="#">AA100.7450.410.00000</a> | MUSEUM.CONTRACTUAL            | 10,000.00                | 10,000.00               | 0.00               | 10,000.00          | 0.00                                   | 0.00 %               |
| <a href="#">AA100.7510.120.00000</a> | HISTORIAN.PERSONAL SERVICES   | 3,247.00                 | 3,247.00                | 0.00               | 0.00               | 3,247.00                               | 100.00 %             |
| <a href="#">AA100.7510.400.00000</a> | HISTORIAN.CONTRACTUAL         | 600.00                   | 600.00                  | 37.00              | 37.00              | 563.00                                 | 93.83 %              |
| <a href="#">AA100.7550.400.00000</a> | CELEBRATIONS.CONTRACTUAL      | 4,000.00                 | 4,000.00                | 0.00               | 2,000.00           | 2,000.00                               | 50.00 %              |
| <a href="#">AA100.7620.400.00000</a> | ADULT RECREATION.CONTRACTUA   | 10,000.00                | 10,000.00               | 308.07             | 308.07             | 9,691.93                               | 96.92 %              |
| <a href="#">AA100.8010.120.00000</a> | PLANNER                       | 0.00                     | 47,500.00               | 1,826.92           | 10,961.52          | 36,538.48                              | 76.92 %              |
| <a href="#">AA100.8010.141.00000</a> | ZONING.INSPECTOR P/T          | 20,760.00                | 20,760.00               | 575.50             | 1,855.50           | 18,904.50                              | 91.06 %              |
| <a href="#">AA100.8010.143.00000</a> | ZONING.PLANNING AIDE          | 31,616.00                | 0.00                    | 0.00               | 0.00               | 0.00                                   | 0.00 %               |
| <a href="#">AA100.8010.144.00000</a> | ZONING..OFFICE SPECIALIST I   | 38,480.00                | 38,480.00               | 1,480.00           | 7,252.00           | 31,228.00                              | 81.15 %              |
| <a href="#">AA100.8010.145.00000</a> | ZONING..ZONING INSP F/T       | 47,500.00                | 0.00                    | 0.00               | 0.00               | 0.00                                   | 0.00 %               |
| <a href="#">AA100.8010.200.00000</a> | ZONING INSPECTOR.CAPITAL.EQUI | 500.00                   | 500.00                  | 455.11             | 455.11             | 44.89                                  | 8.98 %               |
| <a href="#">AA100.8010.400.00000</a> | ZONING INSPECTOR.CONTRACTUA   | 3,200.00                 | 3,200.00                | 612.59             | 612.59             | 2,587.41                               | 80.86 %              |
| <a href="#">AA100.8020.120.00000</a> | BOARD.PERSONAL SERVICES       | 13,750.00                | 13,750.00               | 0.00               | 0.00               | 13,750.00                              | 100.00 %             |
| <a href="#">AA100.8020.140.00000</a> | STENOGRAPHER PT.PERSONAL SER  | 6,200.00                 | 6,200.00                | 220.00             | 783.75             | 5,416.25                               | 87.36 %              |
| <a href="#">AA100.8020.150.00000</a> | PLANNING..ECB PERS SVCS BOARD | 4,200.00                 | 4,200.00                | 0.00               | 0.00               | 4,200.00                               | 100.00 %             |
| <a href="#">AA100.8020.160.00000</a> | PLANNING..ECB STENOGRAPHER    | 2,000.00                 | 2,000.00                | 75.63              | 330.01             | 1,669.99                               | 83.50 %              |
| <a href="#">AA100.8020.400.00000</a> | MISCELLANEOUS.CONTRACTUAL     | 23,000.00                | 23,000.00               | 677.96             | 2,060.80           | 20,939.20                              | 91.04 %              |
| <a href="#">AA100.8020.410.00000</a> | ENGINEERING.CONTRACTUAL       | 10,000.00                | 10,000.00               | 555.00             | 957.50             | 9,042.50                               | 90.43 %              |
| <a href="#">AA100.8020.412.00000</a> | PLANNING.COMP PLAN            | 3,500.00                 | 3,500.00                | 0.00               | 0.00               | 3,500.00                               | 100.00 %             |
| <a href="#">AA100.8020.422.00000</a> | PLANNING.OPEN SPACE & CONSER  | 17,500.00                | 17,500.00               | 0.00               | 0.00               | 17,500.00                              | 100.00 %             |
| <a href="#">AA100.8020.424.00000</a> | PLANNING.MIXED USE OVERLAY PL | 17,500.00                | 17,500.00               | 0.00               | 0.00               | 17,500.00                              | 100.00 %             |
| <a href="#">AA100.8020.428.00000</a> | PLANNING.HISTORICAL SURVEY    | 13,500.00                | 13,500.00               | 1,244.04           | 1,949.76           | 11,550.24                              | 85.56 %              |
| <a href="#">AA100.8020.430.00000</a> | PLANNING..MIDDLECHESHIRERD    | 100,000.00               | 100,000.00              | 0.00               | 0.00               | 100,000.00                             | 100.00 %             |
| <a href="#">AA100.8020.450.00000</a> | ENVIRONMENTAL CONSULT BOAR    | 3,000.00                 | 3,000.00                | 40.00              | 40.00              | 2,960.00                               | 98.67 %              |
| <a href="#">AA100.8040.120.00000</a> | ZONING BOARD OF APPEALS.PERS  | 5,401.00                 | 5,401.00                | 0.00               | 0.00               | 5,401.00                               | 100.00 %             |
| <a href="#">AA100.8040.140.00000</a> | ZONING BOARD OF APPEALS SECRE | 1,591.00                 | 1,591.00                | 0.00               | 0.00               | 1,591.00                               | 100.00 %             |
| <a href="#">AA100.8040.400.00000</a> | ZONING BOARD OF APPEALS CONT  | 11,000.00                | 11,000.00               | 732.73             | 1,117.34           | 9,882.66                               | 89.84 %              |
| <a href="#">AA100.8140.200.00000</a> | STORMSEWERS.CAPITAL.EQUIPME   | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">AA100.8140.400.00000</a> | STORMSEWERS.CONTRACTUAL       | 1,500.00                 | 1,500.00                | 0.00               | 0.00               | 1,500.00                               | 100.00 %             |
| <a href="#">AA100.8160.130.00000</a> | WASTE & RECYCLING MEO.PERSON  | 59,725.00                | 59,725.00               | 2,115.20           | 10,417.36          | 49,307.64                              | 82.56 %              |
| <a href="#">AA100.8160.140.00000</a> | WASTE & RECYCLING LABORS PT.P | 20,780.00                | 20,780.00               | 821.40             | 3,657.46           | 17,122.54                              | 82.40 %              |
| <a href="#">AA100.8160.200.00000</a> | WASTE & RECYCLING EQUIPMENT   | 0.00                     | 11,740.00               | 11,740.00          | 11,740.00          | 0.00                                   | 0.00 %               |
| <a href="#">AA100.8160.400.00000</a> | WASTE & RECYCLING CONTRACTU   | 85,100.00                | 85,100.00               | 5,713.32           | 9,420.97           | 75,679.03                              | 88.93 %              |
| <a href="#">AA100.8540.400.00000</a> | DRAINAGE.CONTRACTUAL          | 2,500.00                 | 2,500.00                | 0.00               | 0.00               | 2,500.00                               | 100.00 %             |
| <a href="#">AA100.8664.121.00000</a> | CODE ENFORCEMENT              | 67,110.00                | 67,110.00               | 2,581.15           | 15,486.90          | 51,623.10                              | 76.92 %              |
| <a href="#">AA100.8664.122.00000</a> | CODE ENFORCEMENT              | 16,975.00                | 16,975.00               | 652.80             | 2,590.80           | 14,384.20                              | 84.74 %              |
| <a href="#">AA100.8664.124.00000</a> | CODE ENFORCEMENT              | 60,875.00                | 60,875.00               | 2,341.35           | 14,048.10          | 46,826.90                              | 76.92 %              |
| <a href="#">AA100.8664.200.00000</a> | CODE ENFORCEMENT.CAPITAL.EQ   | 1,000.00                 | 1,000.00                | 0.00               | 0.00               | 1,000.00                               | 100.00 %             |
| <a href="#">AA100.8664.400.00000</a> | CODE ENFORCEMENT.CONTRACTU    | 7,315.00                 | 7,315.00                | 141.58             | 1,151.34           | 6,163.66                               | 84.26 %              |
| <a href="#">AA100.8710.400.00000</a> | CONSERVATION.CONTRACTUAL      | 2,500.00                 | 2,500.00                | 0.00               | 0.00               | 2,500.00                               | 100.00 %             |
| <a href="#">AA100.8810.400.00000</a> | CEMETERIES CONTRACTUAL        | 15,000.00                | 15,000.00               | 0.00               | 0.00               | 15,000.00                              | 100.00 %             |
| <a href="#">AA100.8989.400.00000</a> | CDGA LAKE MANAGEMENT PLAN     | 29,000.00                | 29,000.00               | 0.00               | 22,748.00          | 6,252.00                               | 21.56 %              |
| <a href="#">AA100.9010.800.00000</a> | NYS RETIREMENT                | 133,000.00               | 133,000.00              | 0.00               | 0.00               | 133,000.00                             | 100.00 %             |
| <a href="#">AA100.9030.800.00000</a> | SOCIAL SECURITY/MEDICARE      | 95,000.00                | 95,000.00               | 3,219.36           | 17,505.78          | 77,494.22                              | 81.57 %              |
| <a href="#">AA100.9040.800.00000</a> | WORKERS COMPENSATION          | 58,300.00                | 58,300.00               | 0.00               | 58,300.00          | 0.00                                   | 0.00 %               |
| <a href="#">AA100.9050.800.00000</a> | UNEMPLOYMENT INSURANCE        | 12,000.00                | 12,000.00               | 0.00               | 0.00               | 12,000.00                              | 100.00 %             |
| <a href="#">AA100.9055.800.00000</a> | DISABILITY INSURANCE          | 2,500.00                 | 2,500.00                | 0.00               | 0.00               | 2,500.00                               | 100.00 %             |
| <a href="#">AA100.9060.810.00000</a> | MEDICAL INSURANCE             | 178,500.00               | 178,500.00              | 13,085.09          | 39,255.27          | 139,244.73                             | 78.01 %              |
| <a href="#">AA100.9060.811.00000</a> | DENTAL INSURANCE              | 11,500.00                | 11,500.00               | 913.93             | 2,741.79           | 8,758.21                               | 76.16 %              |
| <a href="#">AA100.9060.820.00000</a> | HOSPITAL/MEDICAL BUY-OUT      | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | 2,000.00                               | 100.00 %             |
| <a href="#">AA100.9060.830.00000</a> | HSA ACCOUNT                   | 44,500.00                | 44,500.00               | 0.00               | 0.00               | 44,500.00                              | 100.00 %             |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                                           |                               | Original            | Current             | Period             | Fiscal            | Variance                   | Percent         |
|-----------------------------------------------------------|-------------------------------|---------------------|---------------------|--------------------|-------------------|----------------------------|-----------------|
|                                                           |                               | Total Budget        | Total Budget        | Activity           | Activity          | Favorable<br>(Unfavorable) | Remaining       |
| <a href="#">AA100.9710.600.00000</a>                      | SERIAL BONDS.PRINCIPAL HIGHWA | 200,000.00          | 200,000.00          | 0.00               | 0.00              | 200,000.00                 | 100.00 %        |
| <a href="#">AA100.9710.700.00000</a>                      | SERIAL BONDS.INTEREST.HIGHWAY | 85,113.00           | 85,113.00           | 0.00               | 0.00              | 85,113.00                  | 100.00 %        |
| <b>Expense Total:</b>                                     |                               | <b>3,947,434.00</b> | <b>3,947,434.00</b> | <b>130,427.57</b>  | <b>542,874.22</b> | <b>3,404,559.78</b>        | <b>86.25 %</b>  |
| <b>Fund: AA100 - GENERAL FUND Surplus (Deficit):</b>      |                               | <b>0.00</b>         | <b>0.00</b>         | <b>-161,990.42</b> | <b>-26,450.38</b> | <b>-26,450.38</b>          | <b>0.00 %</b>   |
| <b>Fund: CL100 - LOCAL SOLID WASTE</b>                    |                               |                     |                     |                    |                   |                            |                 |
| <b>Revenue</b>                                            |                               |                     |                     |                    |                   |                            |                 |
| <a href="#">CL100.9000.00000</a>                          | APPROPRIATED FUND BALANCE     | 0.00                | 62,873.35           | 0.00               | 0.00              | -62,873.35                 | 100.00 %        |
| <b>Revenue Total:</b>                                     |                               | <b>0.00</b>         | <b>62,873.35</b>    | <b>0.00</b>        | <b>0.00</b>       | <b>-62,873.35</b>          | <b>100.00 %</b> |
| <b>Expense</b>                                            |                               |                     |                     |                    |                   |                            |                 |
| <a href="#">CL100.1480.400.00000</a>                      | PUBLICSERVINFO.CONTRACTUAL.C  | 0.00                | 18,701.15           | 115.50             | 115.50            | 18,585.65                  | 99.38 %         |
| <a href="#">CL100.8160.400.00000</a>                      | WASTE & RECYCLING.CONTRACTU   | 0.00                | 43,211.56           | 140.03             | 169.20            | 43,042.36                  | 99.61 %         |
| <b>Expense Total:</b>                                     |                               | <b>0.00</b>         | <b>61,912.71</b>    | <b>255.53</b>      | <b>284.70</b>     | <b>61,628.01</b>           | <b>99.54 %</b>  |
| <b>Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):</b> |                               | <b>0.00</b>         | <b>960.64</b>       | <b>-255.53</b>     | <b>-284.70</b>    | <b>-1,245.34</b>           | <b>129.64 %</b> |
| <b>Fund: CM100 - MISCELLANEOUS</b>                        |                               |                     |                     |                    |                   |                            |                 |
| <b>Revenue</b>                                            |                               |                     |                     |                    |                   |                            |                 |
| <a href="#">CM100.2001.00000</a>                          | PARK & RECREATION FEES        | 15,000.00           | 15,000.00           | 0.00               | 0.00              | -15,000.00                 | 100.00 %        |
| <a href="#">CM100.2401.00000</a>                          | INTEREST & EARNINGS           | 400.00              | 400.00              | 0.00               | 0.00              | -400.00                    | 100.00 %        |
| <a href="#">CM100.9000.00000</a>                          | APPROPRIATE FUND BALANCE FOR  | 280,740.00          | 280,740.00          | 0.00               | 0.00              | -280,740.00                | 100.00 %        |
| <b>Revenue Total:</b>                                     |                               | <b>296,140.00</b>   | <b>296,140.00</b>   | <b>0.00</b>        | <b>0.00</b>       | <b>-296,140.00</b>         | <b>100.00 %</b> |
| <b>Expense</b>                                            |                               |                     |                     |                    |                   |                            |                 |
| <a href="#">CM100.9901.900.00000</a>                      | INTERFUND TRANSFER            | 296,140.00          | 296,140.00          | 0.00               | 0.00              | 296,140.00                 | 100.00 %        |
| <b>Expense Total:</b>                                     |                               | <b>296,140.00</b>   | <b>296,140.00</b>   | <b>0.00</b>        | <b>0.00</b>       | <b>296,140.00</b>          | <b>100.00 %</b> |
| <b>Fund: CM100 - MISCELLANEOUS Surplus (Deficit):</b>     |                               | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>       | <b>0.00</b>                | <b>0.00 %</b>   |
| <b>Fund: DA100 - HIGHWAY</b>                              |                               |                     |                     |                    |                   |                            |                 |
| <b>Revenue</b>                                            |                               |                     |                     |                    |                   |                            |                 |
| <a href="#">DA100.1001.00000</a>                          | REAL PROPERTY TAXES           | 865,000.00          | 865,000.00          | 350,000.00         | 865,000.00        | 0.00                       | 0.00 %          |
| <a href="#">DA100.1120.00000</a>                          | NON PROPERTY SALES TAX        | 2,585,000.00        | 2,585,000.00        | 0.00               | 0.00              | -2,585,000.00              | 100.00 %        |
| <a href="#">DA100.2302.00000</a>                          | SERVICES/OTHER GOVERNMENTS    | 135,000.00          | 135,000.00          | 0.00               | 0.00              | -135,000.00                | 100.00 %        |
| <a href="#">DA100.2665.00000</a>                          | SALE OF EQUIPMENT             | 65,500.00           | 65,500.00           | 0.00               | 0.00              | -65,500.00                 | 100.00 %        |
| <a href="#">DA100.3501.00000</a>                          | NYS STATE AID CHIPS           | 298,000.00          | 298,000.00          | 0.00               | 0.00              | -298,000.00                | 100.00 %        |
| <a href="#">DA100.9000.00000</a>                          | APPROPRIATED FUND BALANCE FO  | 143,590.00          | 143,590.00          | 0.00               | 0.00              | -143,590.00                | 100.00 %        |
| <a href="#">DA100.9232.00000</a>                          | HGWY IMPROVEMENT RESERVE FO   | 175,000.00          | 175,000.00          | 0.00               | 0.00              | -175,000.00                | 100.00 %        |
| <b>Revenue Total:</b>                                     |                               | <b>4,267,090.00</b> | <b>4,267,090.00</b> | <b>350,000.00</b>  | <b>865,000.00</b> | <b>-3,402,090.00</b>       | <b>79.73 %</b>  |
| <b>Expense</b>                                            |                               |                     |                     |                    |                   |                            |                 |
| <a href="#">DA100.1420.400.00000</a>                      | HWY.ATTORNEY.CONTRACTUAL      | 5,000.00            | 5,000.00            | 0.00               | 0.00              | 5,000.00                   | 100.00 %        |
| <a href="#">DA100.1440.400.00000</a>                      | HWY.ENGINEERING.CONTRACTUAL   | 25,000.00           | 25,000.00           | 750.00             | 750.00            | 24,250.00                  | 97.00 %         |
| <a href="#">DA100.1710.400.00000</a>                      | HWY.CONTRACTUAL               | 14,350.00           | 14,350.00           | 629.35             | 1,563.40          | 12,786.60                  | 89.11 %         |
| <a href="#">DA100.5110.130.00000</a>                      | GENERAL REPAIRS.WAGES F/T     | 525,000.00          | 525,000.00          | 0.00               | 0.00              | 525,000.00                 | 100.00 %        |
| <a href="#">DA100.5110.131.00000</a>                      | GENERAL REPAIRS.VACATIONBUYB  | 8,000.00            | 8,000.00            | 0.00               | 0.00              | 8,000.00                   | 100.00 %        |
| <a href="#">DA100.5110.132.00000</a>                      | GENERAL REPAIRS.RETIREEPAYOUT | 10,000.00           | 10,000.00           | 0.00               | 0.00              | 10,000.00                  | 100.00 %        |
| <a href="#">DA100.5110.400.00000</a>                      | GENERAL REPAIRS.CONTRACTUAL   | 1,496,000.00        | 1,496,000.00        | 8,825.63           | 20,044.20         | 1,475,955.80               | 98.66 %         |
| <a href="#">DA100.5130.200.00000</a>                      | MACHINERY.CAPITAL.EQUIPMENT   | 436,100.00          | 436,100.00          | 3,826.00           | 5,950.80          | 430,149.20                 | 98.64 %         |
| <a href="#">DA100.5130.400.00000</a>                      | MACHINERY.CONTRACTUAL..       | 236,850.00          | 192,916.52          | 16,448.41          | 38,731.11         | 154,185.41                 | 79.92 %         |
| <a href="#">DA100.5130.400.00101</a>                      | MACHINERY.CONTRACTUAL.CAR #   | 0.00                | 152.00              | 0.00               | 152.00            | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00107</a>                      | MACHINERY.CONTRACTUAL.CAR #   | 0.00                | 21.00               | 0.00               | 21.00             | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00111</a>                      | MACHINERY.CONTRACTUAL.CAR#1   | 0.00                | 62.99               | 62.99              | 62.99             | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00201</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 13.11               | 0.00               | 13.11             | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00203</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 356.57              | 0.00               | 356.57            | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00204</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 10,260.46           | 7,004.03           | 10,260.46         | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00205</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 1,434.12            | 310.34             | 1,434.12          | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00207</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 3,648.86            | 1,519.92           | 3,648.86          | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00208</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 510.96              | 0.00               | 510.96            | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00214</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 5,807.15            | 0.00               | 5,807.15          | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00215</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 3,820.38            | 374.41             | 3,820.38          | 0.00                       | 0.00 %          |
| <a href="#">DA100.5130.400.00216</a>                      | MACHINERY.CONTRACTUAL.TRUCK   | 0.00                | 169.84              | 0.00               | 169.84            | 0.00                       | 0.00 %          |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                                    |                                                                       | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|----------------------------------------------------|-----------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|----------------------|
| <a href="#">DA100.5130.400.00217</a>               | MACHINERY.CONTRACTUAL.TRUCK                                           | 0.00                     | 1,061.01                | 1,293.72           | 1,061.01            | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00231</a>               | MACHINERY.CONTRACTUAL.TRUCK                                           | 0.00                     | 1,291.87                | 1,291.87           | 1,291.87            | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00236</a>               | MACHINERY.CONTRACTUAL.TRUCK                                           | 0.00                     | 557.86                  | 0.00               | 557.86              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00237</a>               | MACHINERY.CONTRACTUAL.TRUCK                                           | 0.00                     | 286.96                  | 0.00               | 286.96              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00238</a>               | MACHINERY.CONTRACTUAL.TRUCK                                           | 0.00                     | 33.98                   | 0.00               | 33.98               | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00320</a>               | MACHINERY.CONTRACTUAL.EXCAV                                           | 0.00                     | 514.06                  | 0.00               | 514.06              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00323</a>               | MACHINERY.CONTRACTUAL.BACKH                                           | 0.00                     | 280.00                  | 280.00             | 280.00              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00324</a>               | MACHINERY.CONTRACTUAL.EXCAV                                           | 0.00                     | 181.94                  | 181.94             | 181.94              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00326</a>               | MACHINERY.CONTRACTUAL.TRACT                                           | 0.00                     | 504.58                  | 504.58             | 504.58              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00350</a>               | MACHINERY.CONTRACTUAL.ROLLE                                           | 0.00                     | 10,428.65               | 10,428.65          | 10,428.65           | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00355</a>               | MACHINERY.CONTRACTUAL.DOZER                                           | 0.00                     | 4.39                    | 0.00               | 4.39                | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00358</a>               | MACHINERY.CONTRACTUAL.TRAILE                                          | 0.00                     | 44.98                   | 44.98              | 44.98               | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00360</a>               | MACHINERY.CONTRACTUAL.FORKL                                           | 0.00                     | 1,380.61                | 1,380.61           | 1,380.61            | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00363</a>               | MACHINERY.CONTRACTUAL.LOADE                                           | 0.00                     | 266.70                  | 266.70             | 266.70              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.00371</a>               | MACHINERY.CONTRACTUAL.LOADE                                           | 0.00                     | 89.02                   | 0.00               | 89.02               | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.400.0244R</a>               | MACHINERY.CONTRACTUAL.TRUCK                                           | 0.00                     | 749.43                  | 709.43             | 749.43              | 0.00                                   | 0.00 %               |
| <a href="#">DA100.5130.410.00000</a>               | MACHINERY.FUEL METERING                                               | 220,750.00               | 220,750.00              | 14,621.23          | 34,718.77           | 186,031.23                             | 84.27 %              |
| <a href="#">DA100.5142.130.00000</a>               | SNOW REMOVAL.WAGES F/T                                                | 425,000.00               | 425,000.00              | 43,749.50          | 223,233.50          | 201,766.50                             | 47.47 %              |
| <a href="#">DA100.5142.400.00000</a>               | SNOW REMOVAL.CONTRACTUAL                                              | 415,000.00               | 415,000.00              | 135,215.37         | 325,981.73          | 89,018.27                              | 21.45 %              |
| <a href="#">DA100.9010.800.00000</a>               | NYS RETIREMENT                                                        | 120,000.00               | 120,000.00              | 0.00               | 0.00                | 120,000.00                             | 100.00 %             |
| <a href="#">DA100.9030.800.00000</a>               | SOCIAL SECURITY/MEDICARE                                              | 70,000.00                | 70,000.00               | 3,182.97           | 16,121.97           | 53,878.03                              | 76.97 %              |
| <a href="#">DA100.9040.800.00000</a>               | WORKERS COMPENSATION                                                  | 41,340.00                | 41,340.00               | 0.00               | 41,340.00           | 0.00                                   | 0.00 %               |
| <a href="#">DA100.9050.800.00000</a>               | UNEMPLOYMENT INSURANCE                                                | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | 2,000.00                               | 100.00 %             |
| <a href="#">DA100.9055.800.00000</a>               | DISABILITY INSURANCE                                                  | 500.00                   | 500.00                  | 0.00               | 0.00                | 500.00                                 | 100.00 %             |
| <a href="#">DA100.9060.810.00000</a>               | MEDICAL/DENTAL INSURANCE                                              | 138,000.00               | 138,000.00              | 9,167.47           | 27,502.41           | 110,497.59                             | 80.07 %              |
| <a href="#">DA100.9060.811.00000</a>               | DENTAL INSURANCE                                                      | 13,000.00                | 13,000.00               | 948.28             | 2,844.84            | 10,155.16                              | 78.12 %              |
| <a href="#">DA100.9060.820.00000</a>               | HOSPITAL/MEDICAL BUY-OUT                                              | 4,000.00                 | 4,000.00                | 153.84             | 769.20              | 3,230.80                               | 80.77 %              |
| <a href="#">DA100.9060.830.00000</a>               | HSA ACCOUNT                                                           | 35,000.00                | 35,000.00               | 0.00               | 0.00                | 35,000.00                              | 100.00 %             |
| <a href="#">DA100.9060.840.00000</a>               | HOSPITAL/MEDICAL RETIREE BENE                                         | 26,200.00                | 26,200.00               | 1,574.25           | 4,640.66            | 21,559.34                              | 82.29 %              |
|                                                    | <b>Expense Total:</b>                                                 | <b>4,267,090.00</b>      | <b>4,267,090.00</b>     | <b>264,746.47</b>  | <b>788,126.07</b>   | <b>3,478,963.93</b>                    | <b>81.53 %</b>       |
|                                                    | <b>Fund: DA100 - HIGHWAY Surplus (Deficit):</b>                       | <b>0.00</b>              | <b>0.00</b>             | <b>85,253.53</b>   | <b>76,873.93</b>    | <b>76,873.93</b>                       | <b>0.00 %</b>        |
| <b>Fund: HH100 - CAPITAL PROJECTS</b>              |                                                                       |                          |                         |                    |                     |                                        |                      |
| <b>Expense</b>                                     |                                                                       |                          |                         |                    |                     |                                        |                      |
| <a href="#">HH100.1440.202.00025</a>               | ENGINEERING.CONSTRUCTION.OBS                                          | 0.00                     | 0.00                    | 0.00               | 336.00              | -336.00                                | 0.00 %               |
|                                                    | <b>Expense Total:</b>                                                 | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>336.00</b>       | <b>-336.00</b>                         | <b>0.00 %</b>        |
|                                                    | <b>Fund: HH100 - CAPITAL PROJECTS Total:</b>                          | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>336.00</b>       | <b>-336.00</b>                         | <b>0.00 %</b>        |
| <b>Fund: SF450 - FIRE PROTECTION</b>               |                                                                       |                          |                         |                    |                     |                                        |                      |
| <b>Revenue</b>                                     |                                                                       |                          |                         |                    |                     |                                        |                      |
| <a href="#">SF450.1001.00000</a>                   | REAL PROPERTY TAXES.FIRE PROTE                                        | 1,052,011.00             | 1,052,011.00            | 0.00               | 1,052,011.00        | 0.00                                   | 0.00 %               |
|                                                    | <b>Revenue Total:</b>                                                 | <b>1,052,011.00</b>      | <b>1,052,011.00</b>     | <b>0.00</b>        | <b>1,052,011.00</b> | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Expense</b>                                     |                                                                       |                          |                         |                    |                     |                                        |                      |
| <a href="#">SF450.3410.400.00000</a>               | FIRE PROTECTION DISTRICT AGREE                                        | 1,052,011.00             | 1,052,011.00            | 0.00               | 0.00                | 1,052,011.00                           | 100.00 %             |
|                                                    | <b>Expense Total:</b>                                                 | <b>1,052,011.00</b>      | <b>1,052,011.00</b>     | <b>0.00</b>        | <b>0.00</b>         | <b>1,052,011.00</b>                    | <b>100.00 %</b>      |
|                                                    | <b>Fund: SF450 - FIRE PROTECTION Surplus (Deficit):</b>               | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>1,052,011.00</b> | <b>1,052,011.00</b>                    | <b>0.00 %</b>        |
| <b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT</b> |                                                                       |                          |                         |                    |                     |                                        |                      |
| <b>Revenue</b>                                     |                                                                       |                          |                         |                    |                     |                                        |                      |
| <a href="#">SL700.1001.00000</a>                   | REAL PROPERTY TAXES.CENTERPOI                                         | 3,800.00                 | 3,800.00                | 0.00               | 3,800.00            | 0.00                                   | 0.00 %               |
| <a href="#">SL700.9000.00000</a>                   | APPROPRIATED FUND BALANCE FO                                          | 500.00                   | 500.00                  | 0.00               | 0.00                | -500.00                                | 100.00 %             |
|                                                    | <b>Revenue Total:</b>                                                 | <b>4,300.00</b>          | <b>4,300.00</b>         | <b>0.00</b>        | <b>3,800.00</b>     | <b>-500.00</b>                         | <b>11.63 %</b>       |
| <b>Expense</b>                                     |                                                                       |                          |                         |                    |                     |                                        |                      |
| <a href="#">SL700.5182.400.00000</a>               | UTILITIES ELECTRIC..CENTERPOINT                                       | 4,300.00                 | 4,300.00                | 163.34             | 370.00              | 3,930.00                               | 91.40 %              |
|                                                    | <b>Expense Total:</b>                                                 | <b>4,300.00</b>          | <b>4,300.00</b>         | <b>163.34</b>      | <b>370.00</b>       | <b>3,930.00</b>                        | <b>91.40 %</b>       |
|                                                    | <b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-163.34</b>     | <b>3,430.00</b>     | <b>3,430.00</b>                        | <b>0.00 %</b>        |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                                              |                                                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|----------------------|
| <b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT</b>             |                                                                         |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SL705.1001.00000</a>                             | REAL PROPERTY TAXES.FOX RIDGE                                           | 8,600.00                 | 8,600.00                | 0.00               | 8,600.00           | 0.00                                   | 0.00 %               |
| <a href="#">SL705.9000.00000</a>                             | APPROPRIATED FUND BALANCE FO                                            | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | -2,000.00                              | 100.00 %             |
|                                                              | <b>Revenue Total:</b>                                                   | <b>10,600.00</b>         | <b>10,600.00</b>        | <b>0.00</b>        | <b>8,600.00</b>    | <b>-2,000.00</b>                       | <b>18.87 %</b>       |
| <b>Expense</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SL705.5182.400.00000</a>                         | UTILITIES ELECTRIC..FOX RIDGE LIG                                       | 10,600.00                | 10,600.00               | 856.89             | 2,516.44           | 8,083.56                               | 76.26 %              |
|                                                              | <b>Expense Total:</b>                                                   | <b>10,600.00</b>         | <b>10,600.00</b>        | <b>856.89</b>      | <b>2,516.44</b>    | <b>8,083.56</b>                        | <b>76.26 %</b>       |
|                                                              | <b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):</b>     | <b>0.00</b>              | <b>0.00</b>             | <b>-856.89</b>     | <b>6,083.56</b>    | <b>6,083.56</b>                        | <b>0.00 %</b>        |
| <b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT</b>      |                                                                         |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SL715.9000.00000</a>                             | APPROPRIATED FUND BALANCE FO                                            | 300.00                   | 300.00                  | 0.00               | 0.00               | -300.00                                | 100.00 %             |
|                                                              | <b>Revenue Total:</b>                                                   | <b>300.00</b>            | <b>300.00</b>           | <b>0.00</b>        | <b>0.00</b>        | <b>-300.00</b>                         | <b>100.00 %</b>      |
| <b>Expense</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SL715.5182.400.00000</a>                         | UTILITIES-ELECTRIC.LAKEWOOD M                                           | 300.00                   | 300.00                  | 27.77              | 62.68              | 237.32                                 | 79.11 %              |
|                                                              | <b>Expense Total:</b>                                                   | <b>300.00</b>            | <b>300.00</b>           | <b>27.77</b>       | <b>62.68</b>       | <b>237.32</b>                          | <b>79.11 %</b>       |
|                                                              | <b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus</b>         | <b>0.00</b>              | <b>0.00</b>             | <b>-27.77</b>      | <b>-62.68</b>      | <b>-62.68</b>                          | <b>0.00 %</b>        |
| <b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT</b>        |                                                                         |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SL720.9000.00000</a>                             | APPROPRIATED FUND BALANCE FO                                            | 1,400.00                 | 1,400.00                | 0.00               | 0.00               | -1,400.00                              | 100.00 %             |
|                                                              | <b>Revenue Total:</b>                                                   | <b>1,400.00</b>          | <b>1,400.00</b>         | <b>0.00</b>        | <b>0.00</b>        | <b>-1,400.00</b>                       | <b>100.00 %</b>      |
| <b>Expense</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SL720.5182.400.00000</a>                         | UTILITIES ELECTRIC.FALLBROOK PA                                         | 1,400.00                 | 1,400.00                | 122.98             | 253.69             | 1,146.31                               | 81.88 %              |
|                                                              | <b>Expense Total:</b>                                                   | <b>1,400.00</b>          | <b>1,400.00</b>         | <b>122.98</b>      | <b>253.69</b>      | <b>1,146.31</b>                        | <b>81.88 %</b>       |
|                                                              | <b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Deficit)</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-122.98</b>     | <b>-253.69</b>     | <b>-253.69</b>                         | <b>0.00 %</b>        |
| <b>Fund: SS800 - SANITARY SEWER</b>                          |                                                                         |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SS800.1030.00000</a>                             | SPECIAL ASSESSMENTS..PURDY/M                                            | 18,210.00                | 18,210.00               | 0.00               | 18,210.00          | 0.00                                   | 0.00 %               |
|                                                              | <b>Revenue Total:</b>                                                   | <b>18,210.00</b>         | <b>18,210.00</b>        | <b>0.00</b>        | <b>18,210.00</b>   | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Expense</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SS800.9710.600.00000</a>                         | SERIAL BONDS.PRINCIPAL.PURDY/                                           | 18,210.00                | 18,210.00               | 0.00               | 0.00               | 18,210.00                              | 100.00 %             |
|                                                              | <b>Expense Total:</b>                                                   | <b>18,210.00</b>         | <b>18,210.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>18,210.00</b>                       | <b>100.00 %</b>      |
|                                                              | <b>Fund: SS800 - SANITARY SEWER Surplus (Deficit):</b>                  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>18,210.00</b>   | <b>18,210.00</b>                       | <b>0.00 %</b>        |
| <b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT</b> |                                                                         |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW500.1001.00000</a>                             | REAL PROPERTY TAXES.CANDGA C                                            | 475,000.00               | 475,000.00              | 0.00               | 475,000.00         | 0.00                                   | 0.00 %               |
| <a href="#">SW500.2140.00000</a>                             | WATER RENTS.CANDGA CONS WD                                              | 675,000.00               | 675,000.00              | 0.00               | 0.00               | -675,000.00                            | 100.00 %             |
| <a href="#">SW500.2142.00000</a>                             | WATER METER SALES.CANDGA CO                                             | 2,000.00                 | 2,000.00                | 0.00               | 21,253.76          | 19,253.76                              | 1,062.69 %           |
| <a href="#">SW500.2144.00000</a>                             | WATER SERVICES.CANDGA CONS                                              | 10,000.00                | 10,000.00               | 0.00               | 0.00               | -10,000.00                             | 100.00 %             |
| <a href="#">SW500.2148.00000</a>                             | PENALTY ON WATER.CANDGA CON                                             | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | -5,000.00                              | 100.00 %             |
| <a href="#">SW500.3991.00000</a>                             | ST AID. WATER CAP PROJECT.CAND                                          | 750,000.00               | 750,000.00              | 0.00               | 0.00               | -750,000.00                            | 100.00 %             |
| <a href="#">SW500.5031.00000</a>                             | INTERFUND TRANSFERS.CANDGA C                                            | 24,820.00                | 24,820.00               | 0.00               | 0.00               | -24,820.00                             | 100.00 %             |
|                                                              | <b>Revenue Total:</b>                                                   | <b>1,941,820.00</b>      | <b>1,941,820.00</b>     | <b>0.00</b>        | <b>496,253.76</b>  | <b>-1,445,566.24</b>                   | <b>74.44 %</b>       |
| <b>Expense</b>                                               |                                                                         |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW500.1380.400.00000</a>                         | FISCAL AGENT FEES.CANDGA CONS                                           | 1,500.00                 | 1,500.00                | 0.00               | 0.00               | 1,500.00                               | 100.00 %             |
| <a href="#">SW500.1910.400.00000</a>                         | UNALLOCATED INS.CONTRACTUAL.                                            | 7,190.00                 | 7,190.00                | 0.00               | 0.00               | 7,190.00                               | 100.00 %             |
| <a href="#">SW500.1990.400.00000</a>                         | CONTINGENCY.CONTRACTUAL.CAN                                             | 161,304.00               | 142,144.00              | 0.00               | 0.00               | 142,144.00                             | 100.00 %             |
| <a href="#">SW500.8310.120.00000</a>                         | WATER ADMIN.SUPER.SALARY.CAN                                            | 25,000.00                | 25,000.00               | 961.54             | 5,769.24           | 19,230.76                              | 76.92 %              |
| <a href="#">SW500.8310.121.00000</a>                         | OFFICE SPECIALIST I.CDGA CONS W                                         | 0.00                     | 17,160.00               | -3,285.56          | -3,285.56          | 20,445.56                              | 119.15 %             |
| <a href="#">SW500.8310.131.00000</a>                         | WATER ADMIN.MEO.CANDGA CON                                              | 155,000.00               | 155,000.00              | 5,952.80           | 29,078.03          | 125,921.97                             | 81.24 %              |
| <a href="#">SW500.8310.200.00000</a>                         | WATER ADMIN.CAP EQUIP.CANDG                                             | 57,500.00                | 57,500.00               | 1,361.21           | 1,361.21           | 56,138.79                              | 97.63 %              |
| <a href="#">SW500.8310.400.00000</a>                         | WATER ADMIN.CONTRACTUAL.CA                                              | 2,000.00                 | 2,000.00                | 40.95              | 212.21             | 1,787.79                               | 89.39 %              |
| <a href="#">SW500.8310.410.00000</a>                         | WATER ADMIN.LEGAL SERVICES.CA                                           | 10,000.00                | 10,000.00               | 1,350.00           | 1,350.00           | 8,650.00                               | 86.50 %              |
| <a href="#">SW500.8310.420.00000</a>                         | WATER ADMIN.METER READING.C                                             | 35,500.00                | 35,500.00               | 3,428.25           | 5,334.75           | 30,165.25                              | 84.97 %              |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                      |                                                                  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--------------------------------------|------------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|----------------------|
| <a href="#">SW500.8310.423.00000</a> | WATER ADMIN.VEHICLE & REPAIR.                                    | 5,000.00                 | 5,000.00                | 37.90              | 697.87             | 4,302.13                               | 86.04 %              |
| <a href="#">SW500.8310.424.00000</a> | WATER ADMIN.TRAINING & DUES.                                     | 2,000.00                 | 2,000.00                | 80.00              | 605.00             | 1,395.00                               | 69.75 %              |
| <a href="#">SW500.8310.450.00000</a> | WATER ADMIN.ENGINEERING.CAN                                      | 125,000.00               | 125,000.00              | 55.00              | 47,416.40          | 77,583.60                              | 62.07 %              |
| <a href="#">SW500.8320.400.00000</a> | WATER PURCHASES.CONT.CANDG                                       | 425,000.00               | 425,000.00              | 0.00               | 109,355.30         | 315,644.70                             | 74.27 %              |
| <a href="#">SW500.8320.420.00000</a> | WATER PURCHASES.UTILITIES.CAN                                    | 51,000.00                | 51,000.00               | 2,432.75           | 7,736.92           | 43,263.08                              | 84.83 %              |
| <a href="#">SW500.8340.440.00000</a> | SERVICES & MAINT.SERVICES & MA                                   | 155,000.00               | 155,000.00              | 11,313.82          | 28,378.34          | 126,621.66                             | 81.69 %              |
| <a href="#">SW500.8397.200.00000</a> | WATER CAP PROJECTS.CAP EQUIP.                                    | 332,360.00               | 332,360.00              | 46,636.35          | 49,732.37          | 282,627.63                             | 85.04 %              |
| <a href="#">SW500.8397.400.00000</a> | WATER CAPITAL PROJECTS.CONT.C                                    | 321,966.00               | 321,966.00              | 1,981.66           | 34,763.03          | 287,202.97                             | 89.20 %              |
| <a href="#">SW500.9010.800.00000</a> | NYS RETIREMENT..CANDGA CONS                                      | 17,000.00                | 17,000.00               | 0.00               | 0.00               | 17,000.00                              | 100.00 %             |
| <a href="#">SW500.9030.800.00000</a> | SOCIAL SECURITY...CANDGA CONS                                    | 16,640.00                | 16,640.00               | 650.66             | 3,204.03           | 13,435.97                              | 80.75 %              |
| <a href="#">SW500.9040.800.00000</a> | WORKERS COMPENSATION...CAND                                      | 6,360.00                 | 6,360.00                | 0.00               | 6,280.00           | 80.00                                  | 1.26 %               |
| <a href="#">SW500.9050.800.00000</a> | UNEMPLOYMENT INSURANCE.CAN                                       | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">SW500.9055.800.00000</a> | DISABILITY INSURANCE...CANDGA                                    | 100.00                   | 100.00                  | 0.00               | 0.00               | 100.00                                 | 100.00 %             |
| <a href="#">SW500.9060.810.00000</a> | HOSPITAL/MEDICAL INSURANCE.C                                     | 17,900.00                | 17,900.00               | 1,178.38           | 3,535.14           | 14,364.86                              | 80.25 %              |
| <a href="#">SW500.9060.811.00000</a> | DENTAL INSURANCE.CANDGA CON                                      | 1,500.00                 | 1,500.00                | 116.07             | 348.21             | 1,151.79                               | 76.79 %              |
| <a href="#">SW500.9060.820.00000</a> | HOSPITAL/MEDICAL INSURANCE.B                                     | 0.00                     | 2,000.00                | 76.92              | 307.68             | 1,692.32                               | 84.62 %              |
| <a href="#">SW500.9060.830.00000</a> | HOSPITAL/MEDICAL INS.HSA ACCO                                    | 9,500.00                 | 9,500.00                | 0.00               | 0.00               | 9,500.00                               | 100.00 %             |
|                                      | <b>Expense Total:</b>                                            | <b>1,941,820.00</b>      | <b>1,941,820.00</b>     | <b>74,368.70</b>   | <b>332,180.17</b>  | <b>1,609,639.83</b>                    | <b>82.89 %</b>       |
|                                      | <b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S</b>   | <b>0.00</b>              | <b>0.00</b>             | <b>-74,368.70</b>  | <b>164,073.59</b>  | <b>164,073.59</b>                      | <b>0.00 %</b>        |
|                                      | <b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT</b>    |                          |                         |                    |                    |                                        |                      |
|                                      | <b>Revenue</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW505.1001.00000</a>     | REAL PROPERTY TAXES.CANDGA BR                                    | 3,254.00                 | 3,254.00                | 0.00               | 3,254.00           | 0.00                                   | 0.00 %               |
| <a href="#">SW505.1030.00000</a>     | SPECIAL ASSESSMENT.CANDGA BRI                                    | 17,712.00                | 17,712.00               | 0.00               | 17,712.00          | 0.00                                   | 0.00 %               |
| <a href="#">SW505.2770.00000</a>     | MISCELLANEOUS INCOME                                             | 49,019.00                | 49,019.00               | 0.00               | 0.00               | -49,019.00                             | 100.00 %             |
|                                      | <b>Revenue Total:</b>                                            | <b>69,985.00</b>         | <b>69,985.00</b>        | <b>0.00</b>        | <b>20,966.00</b>   | <b>-49,019.00</b>                      | <b>70.04 %</b>       |
|                                      | <b>Expense</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW505.8340.400.00000</a> | SERVICES & MAINTENANCE.CONT.                                     | 3,384.00                 | 3,384.00                | 0.00               | 0.00               | 3,384.00                               | 100.00 %             |
| <a href="#">SW505.9710.600.00000</a> | SERIAL BONDS BRISTOL.PRINCIPAL.                                  | 20,000.00                | 20,000.00               | 0.00               | 0.00               | 20,000.00                              | 100.00 %             |
| <a href="#">SW505.9710.700.00000</a> | SERIAL BONDS BRISTOL.INTEREST.C                                  | 41,525.00                | 41,525.00               | 0.00               | 0.00               | 41,525.00                              | 100.00 %             |
| <a href="#">SW505.9903.900.00000</a> | TRANSFER/WATER-MAINT.CANDG                                       | 5,076.00                 | 5,076.00                | 0.00               | 0.00               | 5,076.00                               | 100.00 %             |
|                                      | <b>Expense Total:</b>                                            | <b>69,985.00</b>         | <b>69,985.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>69,985.00</b>                       | <b>100.00 %</b>      |
|                                      | <b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>20,966.00</b>   | <b>20,966.00</b>                       | <b>0.00 %</b>        |
|                                      | <b>Fund: SW515 - INVESTMENTS.CANDGA-FARMINGTON WD</b>            |                          |                         |                    |                    |                                        |                      |
|                                      | <b>Revenue</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW515.1001.00000</a>     | REAL PROPERTY TAXES.CANDGA-FA                                    | 181,703.00               | 181,703.00              | 0.00               | 181,703.00         | 0.00                                   | 0.00 %               |
|                                      | <b>Revenue Total:</b>                                            | <b>181,703.00</b>        | <b>181,703.00</b>       | <b>0.00</b>        | <b>181,703.00</b>  | <b>0.00</b>                            | <b>0.00 %</b>        |
|                                      | <b>Expense</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW515.8350.400.00000</a> | COMMON WATER.CONTRACTUAL.                                        | 181,703.00               | 181,703.00              | 0.00               | 181,990.17         | -287.17                                | -0.16 %              |
|                                      | <b>Expense Total:</b>                                            | <b>181,703.00</b>        | <b>181,703.00</b>       | <b>0.00</b>        | <b>181,990.17</b>  | <b>-287.17</b>                         | <b>-0.16 %</b>       |
|                                      | <b>Fund: SW515 - INVESTMENTS.CANDGA-FARMINGTON WD Surplus</b>    | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>-287.17</b>     | <b>-287.17</b>                         | <b>0.00 %</b>        |
|                                      | <b>Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT</b>         |                          |                         |                    |                    |                                        |                      |
|                                      | <b>Revenue</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW520.1001.00000</a>     | REAL PROPERTY TAXES.ANDREWS -                                    | 18,106.00                | 18,106.00               | 0.00               | 18,106.00          | 0.00                                   | 0.00 %               |
|                                      | <b>Revenue Total:</b>                                            | <b>18,106.00</b>         | <b>18,106.00</b>        | <b>0.00</b>        | <b>18,106.00</b>   | <b>0.00</b>                            | <b>0.00 %</b>        |
|                                      | <b>Expense</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW520.8350.400.00000</a> | COMMON WATER.CONT.ANDREW                                         | 7,500.00                 | 7,500.00                | 0.00               | 5,698.00           | 1,802.00                               | 24.03 %              |
| <a href="#">SW520.9710.600.00000</a> | SERIAL BONDS.PRINCIPAL.ANDREW                                    | 10,000.00                | 10,000.00               | 0.00               | 10,000.00          | 0.00                                   | 0.00 %               |
| <a href="#">SW520.9710.700.00000</a> | SERIAL BONDS.INTEREST.ANDREW                                     | 606.00                   | 606.00                  | 0.00               | 606.00             | 0.00                                   | 0.00 %               |
|                                      | <b>Expense Total:</b>                                            | <b>18,106.00</b>         | <b>18,106.00</b>        | <b>0.00</b>        | <b>16,304.00</b>   | <b>1,802.00</b>                        | <b>9.95 %</b>        |
|                                      | <b>Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplu</b>  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>1,802.00</b>    | <b>1,802.00</b>                        | <b>0.00 %</b>        |
|                                      | <b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT</b>                |                          |                         |                    |                    |                                        |                      |
|                                      | <b>Revenue</b>                                                   |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW525.1001.00000</a>     | REAL PROPERTY TAXES.MCINTYRE                                     | 7,855.00                 | 7,855.00                | 0.00               | 7,855.00           | 0.00                                   | 0.00 %               |
|                                      | <b>Revenue Total:</b>                                            | <b>7,855.00</b>          | <b>7,855.00</b>         | <b>0.00</b>        | <b>7,855.00</b>    | <b>0.00</b>                            | <b>0.00 %</b>        |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                                                     |                                  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---------------------------------------------------------------------|----------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|----------------------|
| <b>Expense</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW525.8340.400.00000</a>                                | SERVICES & MAINTENANCE.CONT.     | 776.00                   | 776.00                  | 0.00               | 0.00               | 776.00                                 | 100.00 %             |
| <a href="#">SW525.9710.600.00000</a>                                | SERIAL BONDS.PRINCIPAL.MCINTY    | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | 2,000.00                               | 100.00 %             |
| <a href="#">SW525.9710.700.00000</a>                                | SERIAL BONDS.INTEREST.MCINTYR    | 3,914.00                 | 3,914.00                | 0.00               | 0.00               | 3,914.00                               | 100.00 %             |
| <a href="#">SW525.9903.900.00000</a>                                | TRANSFER/WATER-MAINTENANCE.      | 1,165.00                 | 1,165.00                | 0.00               | 0.00               | 1,165.00                               | 100.00 %             |
|                                                                     | <b>Expense Total:</b>            | <b>7,855.00</b>          | <b>7,855.00</b>         | <b>0.00</b>        | <b>0.00</b>        | <b>7,855.00</b>                        | <b>100.00 %</b>      |
| <b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit)</b> |                                  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>7,855.00</b>    | <b>7,855.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT</b>       |                                  |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW530.1001.00000</a>                                    | REAL PROPERTY TAXES.EMERSON      | 19,000.00                | 19,000.00               | 0.00               | 19,000.00          | 0.00                                   | 0.00 %               |
|                                                                     | <b>Revenue Total:</b>            | <b>19,000.00</b>         | <b>19,000.00</b>        | <b>0.00</b>        | <b>19,000.00</b>   | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Expense</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW530.8350.400.00000</a>                                | COMMON WATER.CONTRACTUAL.        | 5,918.00                 | 5,918.00                | 0.00               | 4,440.00           | 1,478.00                               | 24.97 %              |
| <a href="#">SW530.9710.600.00000</a>                                | SERIAL BONDS.PRINCIPAL.EMERSO    | 6,000.00                 | 6,000.00                | 0.00               | 6,000.00           | 0.00                                   | 0.00 %               |
| <a href="#">SW530.9710.700.00000</a>                                | SERIAL BONDS.INTEREST.EMERSON    | 7,082.00                 | 7,082.00                | 0.00               | 7,082.00           | 0.00                                   | 0.00 %               |
|                                                                     | <b>Expense Total:</b>            | <b>19,000.00</b>         | <b>19,000.00</b>        | <b>0.00</b>        | <b>17,522.00</b>   | <b>1,478.00</b>                        | <b>7.78 %</b>        |
| <b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S</b>     |                                  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>1,478.00</b>    | <b>1,478.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISRICT</b>          |                                  |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW535.1001.00000</a>                                    | REAL PROPERTY TAXES.COUNTY RO    | 17,500.00                | 17,500.00               | 0.00               | 17,500.00          | 0.00                                   | 0.00 %               |
|                                                                     | <b>Revenue Total:</b>            | <b>17,500.00</b>         | <b>17,500.00</b>        | <b>0.00</b>        | <b>17,500.00</b>   | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Expense</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW535.8340.400.00000</a>                                | SERVICES & MAIN.CONT.CO RD #30   | 1,836.00                 | 1,836.00                | 0.00               | 0.00               | 1,836.00                               | 100.00 %             |
| <a href="#">SW535.9710.600.00000</a>                                | SERIAL BONDS.PRINCIPAL.EX 36 - C | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">SW535.9710.700.00000</a>                                | SERIAL BONDS.INTEREST.CO RD #3   | 9,475.00                 | 9,475.00                | 0.00               | 0.00               | 9,475.00                               | 100.00 %             |
| <a href="#">SW535.9903.900.00000</a>                                | TRANSFER/WATER-MAINTENANCE.      | 1,189.00                 | 1,189.00                | 0.00               | 0.00               | 1,189.00                               | 100.00 %             |
|                                                                     | <b>Expense Total:</b>            | <b>17,500.00</b>         | <b>17,500.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>17,500.00</b>                       | <b>100.00 %</b>      |
| <b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISRICT Surplus</b>  |                                  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>17,500.00</b>   | <b>17,500.00</b>                       | <b>0.00 %</b>        |
| <b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT</b>                 |                                  |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW540.1001.00000</a>                                    | REAL PROPERTY TAXES.HOPKINS G    | 11,000.00                | 11,000.00               | 0.00               | 11,000.00          | 0.00                                   | 0.00 %               |
| <a href="#">SW540.9000.00000</a>                                    | APPROPRIATED FUND BALANCE FO     | 3,647.00                 | 3,647.00                | 0.00               | 0.00               | -3,647.00                              | 100.00 %             |
|                                                                     | <b>Revenue Total:</b>            | <b>14,647.00</b>         | <b>14,647.00</b>        | <b>0.00</b>        | <b>11,000.00</b>   | <b>-3,647.00</b>                       | <b>24.90 %</b>       |
| <b>Expense</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW540.8340.400.00000</a>                                | SERVICES & MAIN.CONT.HOPKINS     | 1,604.00                 | 1,604.00                | 0.00               | 0.00               | 1,604.00                               | 100.00 %             |
| <a href="#">SW540.9710.600.00000</a>                                | SERIAL BONDS.PRINCIPAL.HOPKINS   | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">SW540.9710.700.00000</a>                                | SERIAL BONDS.INTEREST.HOPKINS    | 5,638.00                 | 5,638.00                | 0.00               | 0.00               | 5,638.00                               | 100.00 %             |
| <a href="#">SW540.9903.900.00000</a>                                | TRANSFER/WATER-MAINTENANCE.      | 2,405.00                 | 2,405.00                | 0.00               | 0.00               | 2,405.00                               | 100.00 %             |
|                                                                     | <b>Expense Total:</b>            | <b>14,647.00</b>         | <b>14,647.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>14,647.00</b>                       | <b>100.00 %</b>      |
| <b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici</b> |                                  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>11,000.00</b>   | <b>11,000.00</b>                       | <b>0.00 %</b>        |
| <b>Fund: SW545 - INVESTMENTS.HICKOX ROAD WATER DISTRICT</b>         |                                  |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW545.1001.00000</a>                                    | REAL PROPERTY TAXES.HICKOX RO    | 3,400.00                 | 3,400.00                | 0.00               | 3,400.00           | 0.00                                   | 0.00 %               |
|                                                                     | <b>Revenue Total:</b>            | <b>3,400.00</b>          | <b>3,400.00</b>         | <b>0.00</b>        | <b>3,400.00</b>    | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Expense</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW545.8340.440.00000</a>                                | SERVICES & MAINTENANCE.HICKO     | 379.00                   | 379.00                  | 0.00               | 0.00               | 379.00                                 | 100.00 %             |
| <a href="#">SW545.9903.900.00000</a>                                | TRANSFER/WATER-MAINTENANCE.      | 3,021.00                 | 3,021.00                | 0.00               | 0.00               | 3,021.00                               | 100.00 %             |
|                                                                     | <b>Expense Total:</b>            | <b>3,400.00</b>          | <b>3,400.00</b>         | <b>0.00</b>        | <b>0.00</b>        | <b>3,400.00</b>                        | <b>100.00 %</b>      |
| <b>Fund: SW545 - INVESTMENTS.HICKOX ROAD WATER DISTRICT Sur</b>     |                                  | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>3,400.00</b>    | <b>3,400.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW550 - INVESTMENTS.NOTT RD EXT 40</b>                     |                                  |                          |                         |                    |                    |                                        |                      |
| <b>Revenue</b>                                                      |                                  |                          |                         |                    |                    |                                        |                      |
| <a href="#">SW550.1001.00000</a>                                    | REAL PROPERTY TAXES.NOTT RD EX   | 6,682.00                 | 6,682.00                | 0.00               | 6,682.00           | 0.00                                   | 0.00 %               |
|                                                                     | <b>Revenue Total:</b>            | <b>6,682.00</b>          | <b>6,682.00</b>         | <b>0.00</b>        | <b>6,682.00</b>    | <b>0.00</b>                            | <b>0.00 %</b>        |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

|                                                       |                                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|-------------------------------------------------------|--------------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|----------------------|
| <b>Expense</b>                                        |                                                                          |                          |                         |                    |                     |                                        |                      |
| <a href="#">SW550.8340.400.00000</a>                  | SERVICES & MAINTENANCE.CONTR                                             | 967.00                   | 967.00                  | 0.00               | 0.00                | 967.00                                 | 100.00 %             |
| <a href="#">SW550.9710.600.00000</a>                  | SERIAL BONDS.PRINCIPAL.NOTT RD                                           | 3,000.00                 | 3,000.00                | 0.00               | 0.00                | 3,000.00                               | 100.00 %             |
| <a href="#">SW550.9710.700.00000</a>                  | SERIAL BONDS.INTEREST.NOTT RD                                            | 2,015.00                 | 2,015.00                | 0.00               | 0.00                | 2,015.00                               | 100.00 %             |
| <a href="#">SW550.9903.900.00000</a>                  | TRANSFER/WATER-MAINTENANCE.                                              | 700.00                   | 700.00                  | 0.00               | 0.00                | 700.00                                 | 100.00 %             |
|                                                       | <b>Expense Total:</b>                                                    | <b>6,682.00</b>          | <b>6,682.00</b>         | <b>0.00</b>        | <b>0.00</b>         | <b>6,682.00</b>                        | <b>100.00 %</b>      |
|                                                       | <b>Fund: SW550 - INVESTMENTS.NOTT RD EXT 40 Surplus (Deficit):</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>6,682.00</b>     | <b>6,682.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW555 - CO RD 32 EXT #41, WATER DISTRICT</b> |                                                                          |                          |                         |                    |                     |                                        |                      |
| <b>Revenue</b>                                        |                                                                          |                          |                         |                    |                     |                                        |                      |
| <a href="#">SW555.1001.00000</a>                      | REAL PROPERTY TAXES.CO RD 32 E                                           | 12,500.00                | 12,500.00               | 0.00               | 12,500.00           | 0.00                                   | 0.00 %               |
|                                                       | <b>Revenue Total:</b>                                                    | <b>12,500.00</b>         | <b>12,500.00</b>        | <b>0.00</b>        | <b>12,500.00</b>    | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Expense</b>                                        |                                                                          |                          |                         |                    |                     |                                        |                      |
| <a href="#">SW555.8340.400.00000</a>                  | SERVICES & MAIN.CONT.CO RD 32                                            | 1,235.00                 | 1,235.00                | 0.00               | 0.00                | 1,235.00                               | 100.00 %             |
| <a href="#">SW555.9795.900.00000</a>                  | INTERFUND LOAN...CO RD 32 WAT                                            | 10,536.00                | 10,536.00               | 0.00               | 0.00                | 10,536.00                              | 100.00 %             |
| <a href="#">SW555.9903.900.00000</a>                  | TRANSFER/WATER-MAINTENANCE.                                              | 729.00                   | 729.00                  | 0.00               | 0.00                | 729.00                                 | 100.00 %             |
|                                                       | <b>Expense Total:</b>                                                    | <b>12,500.00</b>         | <b>12,500.00</b>        | <b>0.00</b>        | <b>0.00</b>         | <b>12,500.00</b>                       | <b>100.00 %</b>      |
|                                                       | <b>Fund: SW555 - CO RD 32 EXT #41, WATER DISTRICT Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>12,500.00</b>    | <b>12,500.00</b>                       | <b>0.00 %</b>        |
|                                                       | <b>Report Surplus (Deficit):</b>                                         | <b>0.00</b>              | <b>960.64</b>           | <b>-152,532.10</b> | <b>1,376,190.46</b> | <b>1,375,229.82</b>                    | <b>13,157.67 %</b>   |

## Group Summary

| Account Type                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|-----------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|----------------------|
| <b>Fund: AA100 - GENERAL FUND</b>                                     |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 3,947,434.00             | 3,947,434.00            | -31,562.85         | 516,423.84          | -3,431,010.16                          | 86.92 %              |
| Expense                                                               | 3,947,434.00             | 3,947,434.00            | 130,427.57         | 542,874.22          | 3,404,559.78                           | 86.25 %              |
| <b>Fund: AA100 - GENERAL FUND Surplus (Deficit):</b>                  | <b>0.00</b>              | <b>0.00</b>             | <b>-161,990.42</b> | <b>-26,450.38</b>   | <b>-26,450.38</b>                      | <b>0.00 %</b>        |
| <b>Fund: CL100 - LOCAL SOLID WASTE</b>                                |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 0.00                     | 62,873.35               | 0.00               | 0.00                | -62,873.35                             | 100.00 %             |
| Expense                                                               | 0.00                     | 61,912.71               | 255.53             | 284.70              | 61,628.01                              | 99.54 %              |
| <b>Fund: CL100 - LOCAL SOLID WASTE Surplus (Deficit):</b>             | <b>0.00</b>              | <b>960.64</b>           | <b>-255.53</b>     | <b>-284.70</b>      | <b>-1,245.34</b>                       | <b>129.64 %</b>      |
| <b>Fund: CM100 - MISCELLANEOUS</b>                                    |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 296,140.00               | 296,140.00              | 0.00               | 0.00                | -296,140.00                            | 100.00 %             |
| Expense                                                               | 296,140.00               | 296,140.00              | 0.00               | 0.00                | 296,140.00                             | 100.00 %             |
| <b>Fund: CM100 - MISCELLANEOUS Surplus (Deficit):</b>                 | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>0.00</b>         | <b>0.00</b>                            | <b>0.00 %</b>        |
| <b>Fund: DA100 - HIGHWAY</b>                                          |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 4,267,090.00             | 4,267,090.00            | 350,000.00         | 865,000.00          | -3,402,090.00                          | 79.73 %              |
| Expense                                                               | 4,267,090.00             | 4,267,090.00            | 264,746.47         | 788,126.07          | 3,478,963.93                           | 81.53 %              |
| <b>Fund: DA100 - HIGHWAY Surplus (Deficit):</b>                       | <b>0.00</b>              | <b>0.00</b>             | <b>85,253.53</b>   | <b>76,873.93</b>    | <b>76,873.93</b>                       | <b>0.00 %</b>        |
| <b>Fund: HH100 - CAPITAL PROJECTS</b>                                 |                          |                         |                    |                     |                                        |                      |
| Expense                                                               | 0.00                     | 0.00                    | 0.00               | 336.00              | -336.00                                | 0.00 %               |
| <b>Fund: HH100 - CAPITAL PROJECTS Total:</b>                          | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>336.00</b>       | <b>-336.00</b>                         | <b>0.00 %</b>        |
| <b>Fund: SF450 - FIRE PROTECTION</b>                                  |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 1,052,011.00             | 1,052,011.00            | 0.00               | 1,052,011.00        | 0.00                                   | 0.00 %               |
| Expense                                                               | 1,052,011.00             | 1,052,011.00            | 0.00               | 0.00                | 1,052,011.00                           | 100.00 %             |
| <b>Fund: SF450 - FIRE PROTECTION Surplus (Deficit):</b>               | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>1,052,011.00</b> | <b>1,052,011.00</b>                    | <b>0.00 %</b>        |
| <b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT</b>                    |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 4,300.00                 | 4,300.00                | 0.00               | 3,800.00            | -500.00                                | 11.63 %              |
| Expense                                                               | 4,300.00                 | 4,300.00                | 163.34             | 370.00              | 3,930.00                               | 91.40 %              |
| <b>Fund: SL700 - CENTERPOINT LIGHTING DISTRICT Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-163.34</b>     | <b>3,430.00</b>     | <b>3,430.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT</b>                      |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 10,600.00                | 10,600.00               | 0.00               | 8,600.00            | -2,000.00                              | 18.87 %              |
| Expense                                                               | 10,600.00                | 10,600.00               | 856.89             | 2,516.44            | 8,083.56                               | 76.26 %              |
| <b>Fund: SL705 - FOX RIDGE LIGHTING DISTRICT Surplus (Deficit):</b>   | <b>0.00</b>              | <b>0.00</b>             | <b>-856.89</b>     | <b>6,083.56</b>     | <b>6,083.56</b>                        | <b>0.00 %</b>        |
| <b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT</b>               |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 300.00                   | 300.00                  | 0.00               | 0.00                | -300.00                                | 100.00 %             |
| Expense                                                               | 300.00                   | 300.00                  | 27.77              | 62.68               | 237.32                                 | 79.11 %              |
| <b>Fund: SL715 - LAKEWOOD MEADOWS LIGHTING DISTRICT Surplus</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>-27.77</b>      | <b>-62.68</b>       | <b>-62.68</b>                          | <b>0.00 %</b>        |
| <b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT</b>                 |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 1,400.00                 | 1,400.00                | 0.00               | 0.00                | -1,400.00                              | 100.00 %             |
| Expense                                                               | 1,400.00                 | 1,400.00                | 122.98             | 253.69              | 1,146.31                               | 81.88 %              |
| <b>Fund: SL720 - FALLBROOK PARK LIGHTING DISTRICT Surplus (Defici</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-122.98</b>     | <b>-253.69</b>      | <b>-253.69</b>                         | <b>0.00 %</b>        |
| <b>Fund: SS800 - SANITARY SEWER</b>                                   |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 18,210.00                | 18,210.00               | 0.00               | 18,210.00           | 0.00                                   | 0.00 %               |
| Expense                                                               | 18,210.00                | 18,210.00               | 0.00               | 0.00                | 18,210.00                              | 100.00 %             |
| <b>Fund: SS800 - SANITARY SEWER Surplus (Deficit):</b>                | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>18,210.00</b>    | <b>18,210.00</b>                       | <b>0.00 %</b>        |
| <b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT</b>          |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 1,941,820.00             | 1,941,820.00            | 0.00               | 496,253.76          | -1,445,566.24                          | 74.44 %              |
| Expense                                                               | 1,941,820.00             | 1,941,820.00            | 74,368.70          | 332,180.17          | 1,609,639.83                           | 82.89 %              |
| <b>Fund: SW500 - CANANDAIGUA CONSOLIDATED WATER DISTRICT S</b>        | <b>0.00</b>              | <b>0.00</b>             | <b>-74,368.70</b>  | <b>164,073.59</b>   | <b>164,073.59</b>                      | <b>0.00 %</b>        |
| <b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT</b>         |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 69,985.00                | 69,985.00               | 0.00               | 20,966.00           | -49,019.00                             | 70.04 %              |
| Expense                                                               | 69,985.00                | 69,985.00               | 0.00               | 0.00                | 69,985.00                              | 100.00 %             |
| <b>Fund: SW505 - CANANDAIGUA BRISTOL JOINT WATER DISTRICT Su</b>      | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>20,966.00</b>    | <b>20,966.00</b>                       | <b>0.00 %</b>        |

Budget Report

For Fiscal: 2019 Period Ending: 03/31/2019

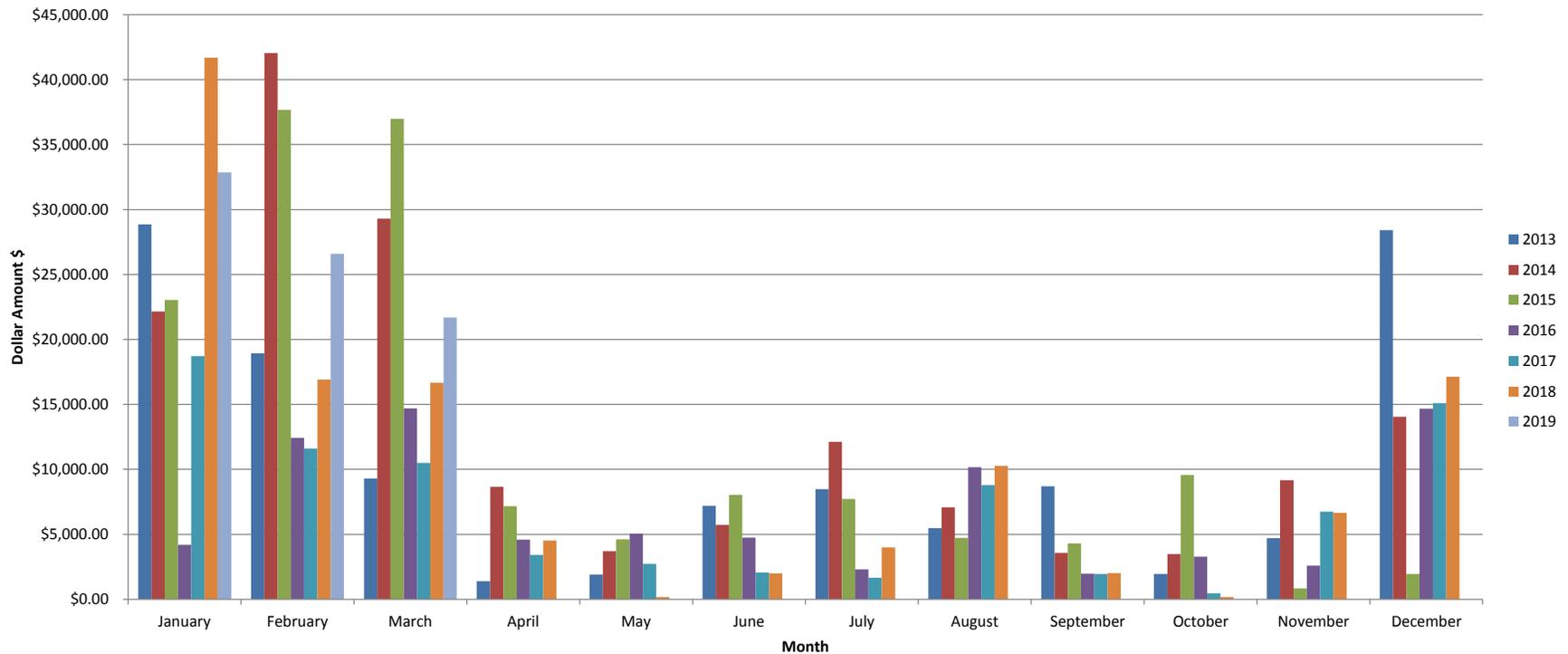
| Account Type                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|-----------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|----------------------|
| <b>Fund: SW515 - INVESTMENTS.CANDGA-FARMINGTON WD</b>                 |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 181,703.00               | 181,703.00              | 0.00               | 181,703.00          | 0.00                                   | 0.00 %               |
| Expense                                                               | 181,703.00               | 181,703.00              | 0.00               | 181,990.17          | -287.17                                | -0.16 %              |
| <b>Fund: SW515 - INVESTMENTS.CANDGA-FARMINGTON WD Surplus</b>         | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>-287.17</b>      | <b>-287.17</b>                         | <b>0.00 %</b>        |
| <b>Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT</b>              |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 18,106.00                | 18,106.00               | 0.00               | 18,106.00           | 0.00                                   | 0.00 %               |
| Expense                                                               | 18,106.00                | 18,106.00               | 0.00               | 16,304.00           | 1,802.00                               | 9.95 %               |
| <b>Fund: SW520 - ANDREWS - NORTH ROAD WATER DISTRICT Surplu</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>1,802.00</b>     | <b>1,802.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT</b>                     |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 7,855.00                 | 7,855.00                | 0.00               | 7,855.00            | 0.00                                   | 0.00 %               |
| Expense                                                               | 7,855.00                 | 7,855.00                | 0.00               | 0.00                | 7,855.00                               | 100.00 %             |
| <b>Fund: SW525 - MCINTYRE ROAD WATER DISTRICT Surplus (Deficit)</b>   | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>7,855.00</b>     | <b>7,855.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT</b>         |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 19,000.00                | 19,000.00               | 0.00               | 19,000.00           | 0.00                                   | 0.00 %               |
| Expense                                                               | 19,000.00                | 19,000.00               | 0.00               | 17,522.00           | 1,478.00                               | 7.78 %               |
| <b>Fund: SW530 - EMERSON ALLEN TOWNLINE RD WATER DISTRICT S</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>1,478.00</b>     | <b>1,478.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISRICT</b>            |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 17,500.00                | 17,500.00               | 0.00               | 17,500.00           | 0.00                                   | 0.00 %               |
| Expense                                                               | 17,500.00                | 17,500.00               | 0.00               | 0.00                | 17,500.00                              | 100.00 %             |
| <b>Fund: SW535 - EX 36 - COUNTY ROAD #30 WATER DISRICT Surplus</b>    | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>17,500.00</b>    | <b>17,500.00</b>                       | <b>0.00 %</b>        |
| <b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT</b>                   |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 14,647.00                | 14,647.00               | 0.00               | 11,000.00           | -3,647.00                              | 24.90 %              |
| Expense                                                               | 14,647.00                | 14,647.00               | 0.00               | 0.00                | 14,647.00                              | 100.00 %             |
| <b>Fund: SW540 - HOPKINS GRIMBLE WATER DISTRICT Surplus (Defici</b>   | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>11,000.00</b>    | <b>11,000.00</b>                       | <b>0.00 %</b>        |
| <b>Fund: SW545 - INVESTMENTS.HICKOX ROAD WATER DISTRICT</b>           |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 3,400.00                 | 3,400.00                | 0.00               | 3,400.00            | 0.00                                   | 0.00 %               |
| Expense                                                               | 3,400.00                 | 3,400.00                | 0.00               | 0.00                | 3,400.00                               | 100.00 %             |
| <b>Fund: SW545 - INVESTMENTS.HICKOX ROAD WATER DISTRICT Sur</b>       | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>3,400.00</b>     | <b>3,400.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW550 - INVESTMENTS.NOTT RD EXT 40</b>                       |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 6,682.00                 | 6,682.00                | 0.00               | 6,682.00            | 0.00                                   | 0.00 %               |
| Expense                                                               | 6,682.00                 | 6,682.00                | 0.00               | 0.00                | 6,682.00                               | 100.00 %             |
| <b>Fund: SW550 - INVESTMENTS.NOTT RD EXT 40 Surplus (Deficit):</b>    | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>6,682.00</b>     | <b>6,682.00</b>                        | <b>0.00 %</b>        |
| <b>Fund: SW555 - CO RD 32 EXT #41, WATER DISTRICT</b>                 |                          |                         |                    |                     |                                        |                      |
| Revenue                                                               | 12,500.00                | 12,500.00               | 0.00               | 12,500.00           | 0.00                                   | 0.00 %               |
| Expense                                                               | 12,500.00                | 12,500.00               | 0.00               | 0.00                | 12,500.00                              | 100.00 %             |
| <b>Fund: SW555 - CO RD 32 EXT #41, WATER DISTRICT Surplus (Defici</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>12,500.00</b>    | <b>12,500.00</b>                       | <b>0.00 %</b>        |
| <b>Report Surplus (Deficit):</b>                                      | <b>0.00</b>              | <b>960.64</b>           | <b>-152,532.10</b> | <b>1,376,190.46</b> | <b>1,375,229.82</b>                    | <b>13,157.67 %</b>   |

## Fund Summary

| Fund                             | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) |
|----------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|
| AA100 - GENERAL FUND             | 0.00                     | 0.00                    | -161,990.42        | -26,450.38          | -26,450.38                             |
| CL100 - LOCAL SOLID WASTE        | 0.00                     | 960.64                  | -255.53            | -284.70             | -1,245.34                              |
| CM100 - MISCELLANEOUS            | 0.00                     | 0.00                    | 0.00               | 0.00                | 0.00                                   |
| DA100 - HIGHWAY                  | 0.00                     | 0.00                    | 85,253.53          | 76,873.93           | 76,873.93                              |
| HH100 - CAPITAL PROJECTS         | 0.00                     | 0.00                    | 0.00               | -336.00             | -336.00                                |
| SF450 - FIRE PROTECTION          | 0.00                     | 0.00                    | 0.00               | 1,052,011.00        | 1,052,011.00                           |
| SL700 - CENTERPOINT LIGHTING C   | 0.00                     | 0.00                    | -163.34            | 3,430.00            | 3,430.00                               |
| SL705 - FOX RIDGE LIGHTING DIST  | 0.00                     | 0.00                    | -856.89            | 6,083.56            | 6,083.56                               |
| SL715 - LAKEWOOD MEADOWS LI      | 0.00                     | 0.00                    | -27.77             | -62.68              | -62.68                                 |
| SL720 - FALLBROOK PARK LIGHTIN   | 0.00                     | 0.00                    | -122.98            | -253.69             | -253.69                                |
| SS800 - SANITARY SEWER           | 0.00                     | 0.00                    | 0.00               | 18,210.00           | 18,210.00                              |
| SW500 - CANANDAIGUA CONSOLI      | 0.00                     | 0.00                    | -74,368.70         | 164,073.59          | 164,073.59                             |
| SW505 - CANANDAIGUA BRISTOL      | 0.00                     | 0.00                    | 0.00               | 20,966.00           | 20,966.00                              |
| SW515 - INVESTMENTS.CANDGA-I     | 0.00                     | 0.00                    | 0.00               | -287.17             | -287.17                                |
| SW520 - ANDREWS - NORTH ROAI     | 0.00                     | 0.00                    | 0.00               | 1,802.00            | 1,802.00                               |
| SW525 - MCINTYRE ROAD WATER      | 0.00                     | 0.00                    | 0.00               | 7,855.00            | 7,855.00                               |
| SW530 - EMERSON ALLEN TOWNL      | 0.00                     | 0.00                    | 0.00               | 1,478.00            | 1,478.00                               |
| SW535 - EX 36 - COUNTY ROAD #3   | 0.00                     | 0.00                    | 0.00               | 17,500.00           | 17,500.00                              |
| SW540 - HOPKINS GRIMBLE WATE     | 0.00                     | 0.00                    | 0.00               | 11,000.00           | 11,000.00                              |
| SW545 - INVESTMENTS.HICKOX R     | 0.00                     | 0.00                    | 0.00               | 3,400.00            | 3,400.00                               |
| SW550 - INVESTMENTS.NOTT RD I    | 0.00                     | 0.00                    | 0.00               | 6,682.00            | 6,682.00                               |
| SW555 - CO RD 32 EXT #41, WATI   | 0.00                     | 0.00                    | 0.00               | 12,500.00           | 12,500.00                              |
| <b>Report Surplus (Deficit):</b> | <b>0.00</b>              | <b>960.64</b>           | <b>-152,532.10</b> | <b>1,376,190.46</b> | <b>1,375,229.82</b>                    |

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

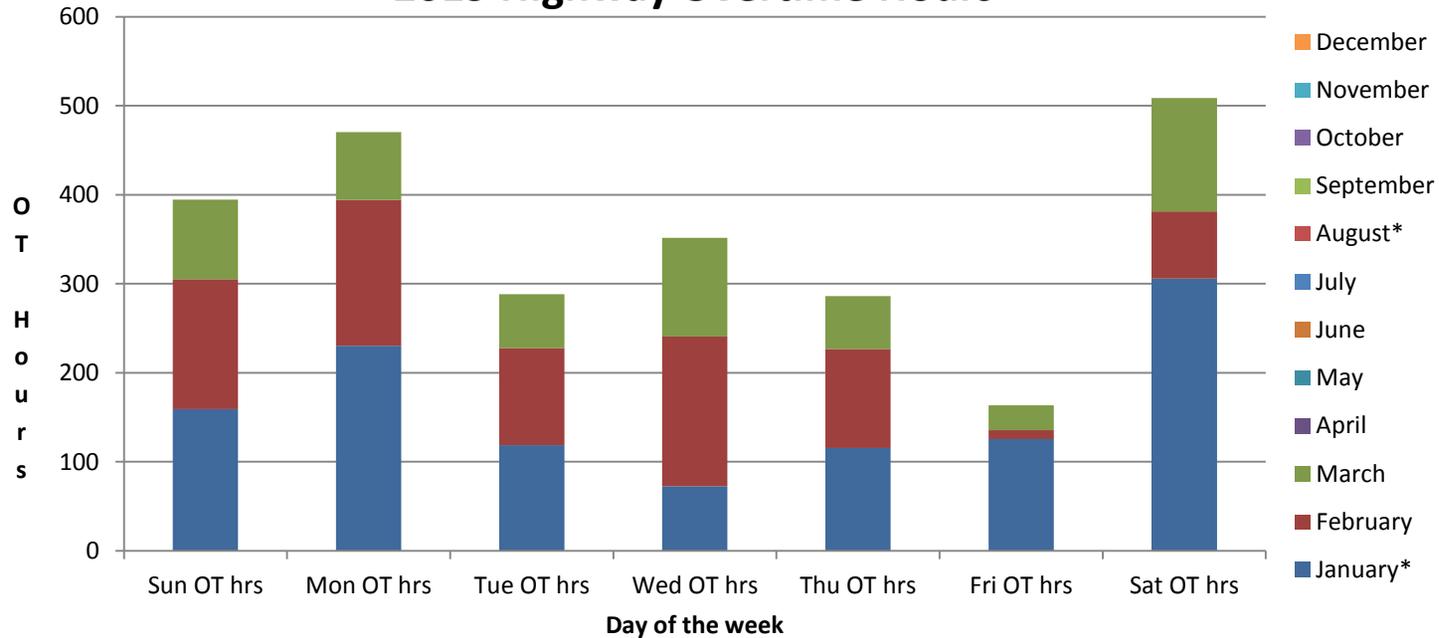
**Overtime Amounts for All Employees  
2013-2019**



|                  | Sun OT hrs | Mon OT hrs | Tue OT hrs | Wed OT hrs | Thu OT hrs | Fri OT hrs | Sat OT hrs |
|------------------|------------|------------|------------|------------|------------|------------|------------|
| <b>January*</b>  | 159.25     | 230.25     | 118.75     | 72.75      | 115.5      | 125.5      | 305.75     |
| <b>February</b>  | 145.75     | 164        | 109        | 168        | 111.25     | 10         | 75.5       |
| <b>March</b>     | 89.75      | 76.25      | 60.5       | 110.75     | 59.25      | 28         | 127.5      |
| <b>April</b>     | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>May</b>       | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>June</b>      | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>July</b>      | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>August*</b>   | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>September</b> | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>October</b>   | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>November</b>  | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>December</b>  | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
|                  | 394.75     | 470.50     | 288.25     | 351.50     | 286.00     | 163.50     | 508.75     |

\*3 pay period month

## 2019 Highway Overtime Hours



# ATTACHMENT 2

# Town of Canandaigua

5440 Routes 5 & 20 West  
Canandaigua, NY 14424

## ORDINANCE COMMITTEE

Thursday, March 21, 2019 at 9:00 AM

Rev. 4/3/2019

## MEETING AGENDA

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**MEETING CALLED BY:** GARY DAVIS

**BOARD MEMBERS:** GARY DAVIS    TOM SCHWARTZ    ERIC COOPER  
BOB HILLIARD    SARAH REYNOLDS    JOHN CASEY

**SECRETARY:** ERIC COOPER

**GUESTS:** KEVIN REYNOLDS

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### PRIVILEGE OF THE FLOOR

### COMMITTEE BUSINESS

- Site Design and Development Criteria
  - o Mr. Cooper gave a brief overview of the changes and the situation in Lakewood Meadows last year that brought attention to the need for a revision.
  - o All members were in agreement with the proposed changes.
  
- Multi-Tenant Development Signage
  - o Continuing the discussion on changes to allow Grounds signs for tenants in a plaza.
  - o The Committee is clear that they do not want an over-proliferation of signs.
  - o Committee supports some signage on major thoroughfares but not on side roads.
  - o The current draft Local Law last revised on 03/21/2018 requires modification including:
    - Blade signs should be ok in any multi-use development with no regard to leasable sq. ft.
    - Appropriate landscaping should be determined by the Planning Board.
    - 220-87F: There appears to be a pre-existing typo to correct.
    - Definition of Clear Sight Triangle Requires further revision.
  - o With these changes, the Committee feels it is appropriate to send these revisions out to the necessary Boards for comment. Following receipt of comments, the committee will review and potentially make recommendation to the Town Board.

### Next Meeting: April 1, 2019 @ 9:00 am

- **To discuss:** Conservation Subdivision revisions; and resident request to regulate the use of ATV and snowmobiles

### Adjournment @ 10:30 am

# ATTACHMENT 3

April 5, 2019

To: Town Board  
From: Economic Development Committee  
Re: Town Board Agenda Report

The Economic Development Team held their monthly meeting on Tuesday, April 2, 2019. Two items were on the agenda: LDC By-Laws and Uptown Executive Summary.

1. In 2017 and 2018, the Town, City and Chamber facilitated a joint project called Concept Mapping. Hundreds of residents, business leaders and area stakeholders were asked to come up with great IDEAS for the Canandaigua area. One of the priorities from this study was to form a joint City/Town/Chamber entity for Economic Development.

In 2019, The City Manager, John Goodwin, Town Manager, Doug Finch and Chamber representative, Karen Dworaczyk started researching what this entity would look like. The decision was made to form an LDC. By-Laws were written and a name was decided upon...Canandaigua Local Development Corporation.

Karen updated the committee on the latest By-Laws language which will be voted on by Resolution at the City Council and Town Board meetings in April. The Chamber of Commerce has already adopted by Resolution. After adoption by the City and Town, paperwork will be filed with New York State.

Please view the attachment that shows the Structure of the LDC.

**The Economic Development Committee supports the creation of the LDC and is recommending adoption of the By-Laws by the Town Board.**

2. Town Manager, Doug Finch, delivered a presentation on the Uptown Study. Copies of the Executive Summary were handed out along with a homework assignment...a list of 20 Action Items that were recommended for Phase One of the Uptown project. The committee is required to prioritize 5 Action Steps that could be studied and worked on towards implementation by committee members. Perhaps structured like the CIC, where teams would be formed for the 5 Action Steps.

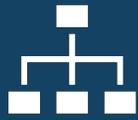
The next meeting of the Economic Development Committee will be Tuesday, May 7<sup>th</sup> at Noon in the Oriana meeting room.

Respectfully submitted,  
Karen Dworaczyk and Oksana Fuller  
ED Co-Chairs

## **Uptown – possible action items for Economic Development Committee**

- 1) Expand Mixed Use Overlay or rezone Thomas Road area across from Centerpointe Townhomes?
- 2) TDR Program or Higher Density residential development zoning changes?
- 3) Revise Community Commercial Zoning to achieve more walkable storefronts and less automobile dependent ? Additional uses ?
- 4) Revise setback requirements to foster pedestrian friendly environment?
- 5) Revise parking regulations to prohibit parking in front of buildings ?
- 6) Explore options to reduce the typical block length? (pg 35)
- 7) Revise MUO Zoning – higher density and architectural design ? (pg 37)
- 8) Revise MUO Zoning – permitted uses ? (pg 38)
- 9) Revise MUO Zoning – overall or base zoning ? (pg 38 / pg 145)
- 10) Revise zoning – supplemental regulations (pg 41 and 42)
- 11) Look for ways to attract new business noting unmet demand (pg 74)
- 12) Key development characteristics (pg 93)
  - a. Enhance Sense of Place
  - b. Increase Mobility Options
  - c. Support Infill and new Development
- 13) Corridor Wide Recommendations (pgs 94 – 106)
  - a. Streetscape Enhancements
    - i. Connectivity (pg 95)
    - ii. Enhanced Crosswalks (pg 96)
    - iii. Lighting (pg 97)
    - iv. Landscaping and Street Trees (pg 98)
    - v. Street Furniture (pg 99)
  - b. Branding and Marketing
    - i. Bus Stops (pg 100)
    - ii. North Road (pg 102)
  - c. Signage and Wayfinding
    - i. Branding (pg 103)
    - ii. Website? Facebook? (pg 104)
    - iii. Signage and Wayfinding (pg 105 - 106)
- 14) North Street – Macedon Road intersection (pg 48 / pg 113 / pg 118)
  - a. Ask Town Board to consider resolution requesting DOT install turn arrows (lights)
  - b. Ask Town Board to consider resolution adding improved crosswalks
- 15) Route 332 priority items (pgs 107 – 121)
  - a. Building Pattern and Phasing
    - i. Policy and Regulatory Revisions (pg 109)
  - b. Pedestrian and Bicycle Amenities
  - c. Traffic Calming (pg 113)
- 16) Fire Hall Road (pg 122)
  - a. Rename Uptown Blvd ? (pg 123)
  - b. Pedestrian and Bicycle Lanes ?

- 17) Uptown Policy and Regulatory Recommendations (pg 135)
- 18) Uptown Design Guidelines (pg 140 - 144)
- 19) MUO Overlay (pg 145) ?
- 20)



# LDC STRUCTURE

*and governance*

- 3** Members
- 3** Non-voting Directors
- 5** Voting Directors
- 4** Officers

CANANDAIGUA LOCAL DEVELOPMENT CORP



Town Board



Appoints two directors, of which one is an elected official

Chamber Board



Appoints one director from Chamber Board

City Council



Appoints two directors, of which one is an elected official

**3** Members



Economic Development Committee



Community (Government) Affairs Committee



To Be Determined

BYLAWS OF

**CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC.**

INDEX OF ARTICLES:

|                     |                                                          |
|---------------------|----------------------------------------------------------|
| <u>ARTICLE I.</u>   | <u>NAME AND OFFICES</u>                                  |
| <u>ARTICLE II.</u>  | <u>PURPOSES</u>                                          |
| <u>ARTICLE III.</u> | <u>MEMBERS</u>                                           |
| <u>ARTICLE IV.</u>  | <u>BOARD OF DIRECTORS</u>                                |
| <u>ARTICLE V.</u>   | <u>OFFICERS</u>                                          |
| <u>ARTICLE VI.</u>  | <u>PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS</u> |
| <u>ARTICLE VII.</u> | <u>MISCELLANEOUS</u>                                     |

**ARTICLE I. NAME AND OFFICES**

- A. NAME.** The name of the Corporation shall be CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC.
- B. OFFICES.** The principal offices of the Corporation shall be located at 113 S. Main Street, Canandaigua, New York 14424 and at such other locations as the Board of Directors shall designate.

**ARTICLE II: POWERS & PURPOSE OF THE CORPORATION**

- A. PURPOSES.** The Corporation is organized and exists under §1411 of the New York State Not-for-Profit Law and is authorized to engage in any activity to pursue the purposes set forth therein. Specifically, the purposes for which the corporation is formed are the public purposes of: attracting new and retaining existing business to the greater

Canandaigua region, relieving and reducing unemployment; promoting and enhancing employment opportunities; instructing or training individuals to improve or develop skills; conducting scientific research to attract or retain business; and lessening the burdens of government and acting in the public interest in the Town and City of Canandaigua, New York.

**B.** In furtherance of the purposes stated above, the Corporation shall have the authority to engage in any of the following activities:

1. To construct, acquire, rehabilitate and improve for use by others retail, industrial, commercial, recreation and manufacturing plants and facilities in the territory in which its operations are principally to be conducted, to assist financially in such construction, acquisition, rehabilitation and improvement, to maintain such plants and facilities for others in such territory; to disseminate information and furnish advice, technical assistance and liaison with federal, state and local authorities with respect thereto;
2. To acquire by purchase, lease, gift, bequest, devise or otherwise real or personal property or interest therein;
3. To borrow money and to issue negotiable bonds, notes and other obligations therefore;
4. To sell, lease, mortgage or otherwise dispose of or encumber any such plants or any of its real or personal property or any interest therein upon such terms as it may determine;
5. In connection with loans from New York State and United States government agencies, to enter into covenants and agreements and to comply with all the terms,

conditions and provisions thereof, and otherwise to carry out its corporate purposes and to foster and encourage the location or expansion of retail, industrial, commercial, recreational or manufacturing facilities in the territory in which the operations of such corporation are principally to be conducted, and

6. To do all and everything suitable for the accomplishment of any of the foregoing purposes; including but not limited to retail loans and assistance to retail businesses.

**C. PROHIBITIONS.** The Corporation shall be prohibited from the following activities:

1. From providing compensation to any of its board members or officers.
2. From borrowing money and/or issuing bonds, notes and other obligations that are guaranteed, or could be assumed, by the City and/or Town of Canandaigua.
3. From the use of eminent domain to acquire real property.

**D. TRANSPARENCY.** The Corporation shall maintain transparency in all its activities to the greatest extent practicable. The Corporation, determined by the New York State Authority Budget Office (ABO) to be a local authority, is subject to the Public Authority Accountability Act of 2005 (PAAA), as amended by the Public Authorities Reform Act of 2009 (PARA) and shall be required to comply with all applicable statutory requirements including the requirement to submit an annual report to the ABO and post information on their mission, current activities and finances on a Corporation website. Furthermore, the Corporation is considered an agency of local government for purposes of the Freedom of Information Law (FOIL) and is subject to the Open Meetings Law (OML).

### **ARTICLE III: MEMBERS**

The Members of the Corporation shall be: The Town of Canandaigua, represented by the Town Board, the City of Canandaigua, represented by the City Council, and the Canandaigua Chamber of Commerce, represented by the Chamber Board. Consent of Members shall be by majority vote of their respective governing bodies: Town of Canandaigua, Town Board; City of Canandaigua, City Council; Chamber of Commerce, Chamber Board of Directors.

### **ARTICLE IV: BOARD OF DIRECTORS**

The Corporation shall be managed by its Board of Directors.

- A. NUMBER OF DIRECTORS.** The Board of Directors shall consist of five (5) voting directors and three ex-officio non-voting members. The following individuals shall serve as ex-officio non-voting members of the Board of Directors: (1) Town Manager of the Town of Canandaigua; (2) City Manager of the City of Canandaigua; (3) Executive Director of the Canandaigua Chamber of Commerce.
- B. QUALIFICATION OF DIRECTORS.** Each Director shall be at least nineteen (19) years of age, and must either reside in, or have a business interest in the City of Canandaigua or the Town of Canandaigua.
- C. APPOINTMENT OF DIRECTORS.** The Town Board of the Town of Canandaigua shall appoint two (2) directors – one (1) of which is an elected member of the Town Board; the City Council of the City of Canandaigua shall appoint two (2) directors – one (1) of which is an elected member of the City Council; and the Board of Directors

of the Canandaigua Chamber of Commerce shall appoint one (1) director from its Board of Directors.

**D. TERM OF DIRECTORS.** The term of each appointment to the Board of Directors shall be three (3) years. No director shall serve more than three (3) consecutive terms. To stagger Board enrollment, the initial terms of the inaugural board will be the following, with 3-year terms thereafter:

|                              |                      |
|------------------------------|----------------------|
| Elected City Council Member: | First term – 1 year  |
| City Council Appointee:      | First term – 2 years |
| Elected Town Board Member:   | First term – 1 year  |
| Town Board Appointee:        | First term – 2 years |
| Chamber Board Member:        | First term – 3 years |

**E. REMOVAL/TERMINATION OF DIRECTORS.** A director shall be automatically terminated by death or when a director moves his or her residence from, or no longer has a business interest in, the City or Town of Canandaigua without action or approval of the Board of Directors. A director appointed as the elected official of the Town or City, shall be terminated at the end of their elected term in office and a director appointed by the Chamber shall be terminated at the end of their Chamber Board service, without action or approval of the Board of Directors. A director may be removed for cause, including violation of article 18 of New York General Municipal Law. Failure to attend three (3) consecutive meetings of the Board of Directors shall constitute just cause for the removal of a director when approved by two-thirds majority vote of the Board of Directors.

**F. QUORUM OF DIRECTORS.** A majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of

business. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

**G. ACTION OF THE BOARD.** Unless otherwise required by law, the vote of a majority of the Board of Directors present at the time of the vote, if a quorum is present at the time of such vote, shall be the act of the Board of Directors. Each voting director present shall have one (1) vote.

**H. PLACE AND TIME OF BOARD MEETINGS.** The Board of Directors may hold its meetings at any place within the Town or City of Canandaigua. The Board of Directors shall hold at least one (1) meeting per month unless otherwise decided by the Board of Directors.

**I. SPECIAL MEETINGS OF BOARD OF DIRECTORS.** Special meetings of the Board of Directors may be called by directors. The Secretary shall cause a notice of such meeting to be transmitted to all members of the Board of Directors at least seven (7) days but not more than fifty (50) days before the scheduled date of such meeting. Such Notice shall state the date, time, place, and purpose of the meeting and by whom called.

**J. NOTICE OF MEETINGS; ADJOURNMENT.** Regular meetings of the Board of Directors may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Board of Directors shall be held upon notice as stated above. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting, or who attends the meeting.

- K. ACTION BY DIRECTORS WITHOUT A MEETING.** Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting by written consent, setting forth the action so taken, signed by all the directors entitled to vote, or by email approval of a majority of the Board of Directors.
- L. CHAIRMAN.** At all meetings of the Board of Directors the President of the Board of Directors shall preside as chairman. In the absence of the President the Vice President shall preside as chairman. If neither the President or Vice President is available, the board members present shall select one of their own to preside as temporary chairman.
- M. EXECUTIVE AND OTHER COMMITTEES.** The Board of Directors, by resolution adopted by a majority vote, may designate from among its members an executive committee or other committees. Each such committee shall serve at the pleasure of the Board of Directors.

## **ARTICLE V: OFFICERS**

- A. ELECTION; TERM.** The Board of Directors shall elect from its voting membership a President, Vice President, Secretary, and Treasurer, and such other officers as it may determine who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected at the annual January meeting of the Board of Directors, or at such other meeting of the Board of Directors and shall hold office for a term of one (1) year. No officer shall be re-elected after serving six (6) consecutive terms. The Secretary may be an ex-officio member of the Board of Directors.

- B. REMOVAL AND RESIGNATION.** Any officer elected by the Board of Directors may be removed by the Board of Directors with or without cause. In the event of the death, resignation, or removal of an officer, the Board of Directors may elect a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of President and Treasurer.
- C. PRESIDENT.** The President shall be the Chief Executive Officer of the Corporation. The President shall preside at all meetings of the Members and of the Board of Directors. The President shall have the general management of the affairs of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.
- D. VICE PRESIDENT.** During the absence or disability of the President, the Vice President shall have all the powers and duties of the president. The Vice President shall perform such other duties as the Board of Directors shall prescribe.
- E. TREASURER.** The Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall deposit said funds in the name of the Corporation in such bank or trust company as the directors may determine.
- F. SECRETARY.** The Secretary shall keep and maintain the minutes of the Board of Directors and the records of the Corporation.
- G. SURETIES AND BONDS.** In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his/her duties to the Corporation and including responsibility for negligence and for the accounting for all property, funds, or securities of the Corporation which may come into his/her hands.

**ARTICLE VI: PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS**

- A. All income and earnings of the Corporation shall be used exclusively for its corporate purposes or shall accrue and be paid to the New York job development authority;
- B. No part of the income or earnings of the Corporation shall inure to the benefit or profit of, nor shall any distribution of its property or assets be made to any member or private person, corporate or individual, or any other private interest, except that the Corporation may repay loans upon majority vote of the Board of Directors;

**ARTICLE VII: MISCELLANEOUS**

- A. **CONSTRUCTION.** If there shall be any conflict between the provisions of the Certificate of Incorporation filed with the New York State Secretary of State and these bylaws, the provisions of the Certificate of Incorporation shall govern.
- B. **AMENDMENTS.** These bylaws may be adopted, amended or repealed by the Board of Directors, with the exception of Article VII. paragraph C below, upon a majority vote of the entire Board of Directors at a regular or special meeting. Before these bylaws may be amended each Member must consent in writing.
- C. **DISSOLUTION.** The corporation is dissolved upon a majority vote of the Members. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Supreme Court of Ontario County exclusively

for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes, as said Court shall determine.

The foregoing Bylaws are hereby adopted by majority vote of the Board of Directors of **CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC.**

ON \_\_\_\_\_, 2019

Director: AYE NAY

The adoption of the foregoing Bylaws was approved by the Town Board of the Town of Canandaigua by Resolution # \_\_\_\_\_ -2019 on \_\_\_\_\_, 2019

The adoption of the foregoing Bylaws was approved by the City Council of the City of Canandaigua by Resolution # \_\_\_\_\_ on \_\_\_\_\_, 2019

The adoption of the foregoing Bylaws was approved by the Board of Directors of the Canandaigua Chamber of Commerce by Resolution # \_\_\_\_\_ on \_\_\_\_\_, 2019

Adopted by the Board of Directors and signed by its President on the \_\_\_\_\_ day of \_\_\_\_\_, 2019:

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

# ATTACHMENT 4

# Town of Canandaigua

5440 Routes 5 & 20 West  
Canandaigua, New York 14424

## **DRAINAGE ADVISORY COMMITTEE**

*Established October 16, 2017*

**TUESDAY, FEBRUARY 26, 2019, 11:00 A.M.**

### **MINUTES—APPROVED**

**Meeting Called by:** Charles Oyler, *Chairperson*

**Committee Members Present:** Richard Krebs  
Kathy Page

**Town Representatives:**

Jim Fletcher, Canandaigua Highway Superintendent  
Kaitlynn McCumiskey, Canandaigua Highway Department  
Cathy Menikotz, Supervisor, Town of Canandaigua  
Kevin Olvany, Canandaigua Lake Watershed Council  
Kevin Reynolds, Canandaigua Town Board Member  
Thomas Schwartz, Chairperson, Canandaigua Planning Board

**1. CALL TO ORDER BY THE CHAIR**

Mr. Oyler called the meeting to order at 11:00 a.m.

**2. APPROVAL OF MINUTES OF JANUARY 8, 2019**

The minutes of the January 8, 2019, meeting were approved. The minutes will be posted upon the Drainage Advisory Committee web page and will be distributed to the Town Board members and Town staff via e-mail.

**3. LAURA LANE: DEC WETLANDS DETERMINATION AND MAPPING**

Mr. Oyler: Summarized the Committee’s review to date of the drainage issue which was reported by John and Joanne Ryan (5140 Laura Lane; #61 on the spreadsheet of drainage locations). This review has included discussions at the Committee meetings with Mr. Ryan and a site visit to the property.

Mr. Fletcher: Said that the New York State Department of Environmental Conservation (DEC) has suggested an alternate plan for drainage mitigation in the vicinity of Laura Lane which may require a Nationwide Permit (NWP) from the U.S. Army Corps of Engineers. An NWP is necessary for work in streams, wetlands and other waters. The Army Corps balances the reasonably foreseeable benefits and detriments of proposed projects and makes permit decisions that recognize the essential values of the nation's aquatic ecosystems to the general public, as well as the property rights of private citizens who want to use their land.

Mr. Fletcher: Explained the difficulty that could arise for the Town in working in the Laura Lane area due to the lack of easements to enter upon private property and because of property in the vicinity which is under a land trust agreement.

#### **4. FINGER LAKES COMMUNITY COLLEGE STORMWATER MANAGEMENT PROJECT UPDATE**

Mr. Olvany: Said that the Request for Proposals (RFP) for the Finger Lakes Community College Stormwater Management Project will be available to contractors following a pre-RFP bid meeting later today. Bids will be returned and the contract is expected to be awarded in March. Survey work is expected to begin in April with construction to follow this fall.

Mr. Olvany: Said that some drainage issues on the east side of Canandaigua Lake may be mitigated by this project.

Mr. Olvany: Said that the project will integrate the drainage flow from the adjacent 17-acre drainage area—which now bypasses the Finger Lakes Community College canoe pond—and will direct the flow into the pond to provide for one overall engineering design. The project is funded through a New York State Department of Environmental Conservation grant obtained through the Watershed Council. The project will be administered by the County. The engineering contract will be awarded by the Ontario County Board of Supervisors.

Mr. Olvany: Said that the acquisition of easements to permit access onto the adjacent Genecco/Star Cider property is moving forward with the attorneys for the involved parties and property owners.

#### **5. DRAINAGE AREA MAPPING STATUS**

Mr. Olvany: Reported that work is ongoing by the Canandaigua Lake Watershed Association on updates to the drainage area map. He said that even small drainage areas have an impact upon the watershed and the ultimate stormwater discharge into Canandaigua Lake.

Mr. Oyler: Said that the data will be helpful to the Committee by providing information on which drainage areas flow into specific watercourses.

## 6. **ONTARIO COUNTY DRAINAGE WORK ON COUNTY ROAD 16**

Mr. Oyler: Expressed appreciation to Timothy McElligott, P.E., director of the Ontario County Department of Public Works Engineering Division, for Mr. McElligott's prompt written response to the Committee's request for updates on the County's drainage projects on County Road 16 on January 17, 2019, as follows:

*We completed the culvert repair/replacement work on the three culverts listed below last year (Culvert #36 at 4417 County Road 16, Culvert #44 at 4164 County Road 16 and Culvert #47 at 4126 County Road 16).*

*We are about to begin the hydrologic and hydraulic (H&H) analysis between State Route 21 and Wyffels Road (59 total) with the goal of completing the H&H in three to six months.*

*Once the H&H is completed, we can schedule a time to meet with your group to review our findings and discuss a priority list of projects. Again, the goal is to begin work on drainage improvements in 2021.*

—Timothy McElligott, P.E.

## 7. **CONSOLIDATION OF TOWN DRAINAGE DISTRICTS, TOWN-WIDE DRAINAGE STUDY**

Mr. Oyler: Continued the discussion of a potential town-wide drainage study which could lead to the creation of a town-wide drainage district to provide a means of generating revenue and funding drainage projects. A drainage study may include the review of as-built plans and MS4 outfall locations which are currently on file in the Development Office, and site visits to conduct field inventory to be placed on GPS mapping resulting in and updates to the existing digital mapping system.

Ms. McCumiskey: Noted that the Town of Ontario has established a town-wide drainage district. She said that Mr. Hotaling of MRB Group may be able to acquire information on this district and other municipal districts he said he would research.

Mr. Fletcher: Said that portions of the Town of Canandaigua do not drain into Canandaigua Lake and instead drain into the Town of Farmington and ultimately to Lake Ontario. He discussed whether the focus of a town-wide district would be limited to only those areas which drain directly into the lake.

Mr. Oyler: Said that the funding mechanism for a proposed district must be thoroughly justified and equitable to all property owners. He requested that Committee members and

Town staff give this additional thought toward a determination of whether or not the Committee should pursue this further with the Town Board.

**8. ONTARIO COUNTY SOIL AND WATER CONSERVATION DISTRICT**

Mr. Oyler: Discussed the possibility of inviting a representative of the Ontario County Soil and Water Conservation District to attend meetings as an additional resource for the work of the Committee. The mission of the Soil and Water Conservation District is to protect, enhance and conserve the natural resources of Ontario County. District staff and board members provide technical assistance and education to residents to ensure the wise use of soil, water and other natural resources. The committee had no objections. Mr. Oyler said that he will invite District manager Megan L. Webster or her representative to attend a future meeting.

**9. DRAINAGE ISSUES TRACKING SPREADSHEET**

Ms. McCumiskey: Distributed the draft of the Drainage Issues Tracking Spreadsheet as of February 12, 2019.

The spreadsheet includes 70 specific locations, and names and addresses of property owners, of identified drainage-issue locations. The drainage issues have been addressed at 16 of the locations. The Committee discussed text revisions to the “Notes” section.

Supervisor Menikotz: Said that the notes serve as information and courtesy descriptions of the drainage issues at the specific locations. She suggested that perhaps an overall disclaimer could be added to the spreadsheet to indicate the purpose of the notes. Mr. Oyler said that he would contact Town Attorney Christian Nadler to discuss a disclaimer statement prior to the submission of the spreadsheet to the Town Board.

Ms. McCumiskey: Requested that committee members provide text revisions to the notes prior to the next meeting to allow time for the preparation of a revised spreadsheet for the March 12th meeting.

**10. NEXT MEETINGS AND ADJOURNMENT**

The next meeting of the Committee will be:

***Tuesday, March 12, 2019                      11:00 a.m.      Highway Dept. Conference Room***

Subsequent meetings will be:

Tuesday, March 26, 2019                      11:00 a.m.      Highway Dept. Conference Room

Tuesday, April 9, 2019                      11:00 a.m.      Highway Dept. Conference Room

Tuesday, April 23, 2019                      11:00 a.m.      Highway Dept. Conference Room

The meeting was adjourned at 12:15 p.m.

Respectfully submitted,

\_\_\_\_\_ L.S.  
John M. Robortella

**E-mail distribution:**

Krebs, Richard  
Oyler, Charles  
Page, Kathy

**cc. to:**

Bloom, Tina  
Brabant, Lance  
Chrisman, Jean  
Cooper, Eric  
Davis, Gary  
Dworaczyk, Linda  
Fennelly, Terry  
Finch, Doug  
Fletcher, Jim  
Hotaling, Greg  
Jensen, Chris  
Marthaller, Joyce  
McCumiskey, Kaitlynn  
Menikotz, Cathy  
Nadler, Christian  
Olvany, Kevin  
Reynolds, Kevin  
Reynolds, Sarah  
Rowlinson, Michelle  
Schwartz, Tom

# Town of Canandaigua

5440 Routes 5 & 20 West  
Canandaigua, New York 14424

## **DRAINAGE ADVISORY COMMITTEE**

*Established October 16, 2017*

**TUESDAY, MARCH 12, 2019, 11:00 A.M.**

### **MINUTES—APPROVED**

**Meeting Called by:** Charles Oyler, *Chairperson*

**Committee Members Present:** Richard Krebs  
Kathy Page

**Town Representatives:**

Terry Fennelly, Canandaigua Town Board Member  
Jim Fletcher, Canandaigua Highway Superintendent  
Kaitlynn McCumiskey, Canandaigua Highway Department  
Kevin Reynolds, Canandaigua Town Board Member  
Thomas Schwartz, Chairperson, Canandaigua Planning Board

**1. CALL TO ORDER BY THE CHAIR**

Mr. Oyler called the meeting to order at 11:00 a.m.

**2. APPROVAL OF MINUTES OF FEBRUARY 26, 2019**

The minutes of the February 26, 2019, meeting were approved. The minutes will be posted upon the Drainage Advisory Committee web page and will be distributed to the Town Board members and Town staff via e-mail.

**3. ONTARIO COUNTY SOIL AND WATER CONSERVATION DISTRICT**

Mr. Oyler: Said that Megan L. Webster, District Manager of the Ontario County Soil and Water Conservation District, has accepted the Committee’s invitation to attend the next meeting on March 26th. The mission of the Soil and Water Conservation District is to protect, enhance and conserve the natural resources of Ontario County.

#### **4. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD ZONE MAPS**

Chris Jensen, the Town Code Enforcement Officer, Stormwater Management Officer, MS4 Program Coordinator and Floodplain Administrator, submitted the following update on the Federal Emergency Management Agency (FEMA) Flood Zone Maps:

*FEMA will be updating the flood maps for our area. Preliminary maps will be out in 24 months, followed by six months of comment period prior to going into effect. They will be more detailed products, much better than our 1973 maps, but they will also probably be increasing the levels/areas of our flood zones to include more homes and generate more monies in flood insurance. Nothing we can do until the preliminary maps come out in two years. We will actively participate in the comment/appeal period at that time.*

#### **5. CONSOLIDATION OF TOWN DRAINAGE DISTRICTS, TOWN-WIDE DRAINAGE STUDY**

Mr. Oyler: Continued the discussion of a potential town-wide drainage study which could lead to the creation of a town-wide drainage district to provide a means of generating revenue and funding of drainage projects. An initial drainage study would include the review of as-built plans and MS4 outfall locations which are currently on file in the Development Office, and with follow-up site visits to be placed on GPS mapping resulting in updates to the existing digital mapping system.

Mr. Fennelly: Said that the Drainage Advisory Committee was created in 2017, following a summer of heavy rainstorms, when property owners expressed concerns about drainage issues in two principal geographic areas of the Town, i.e., the east side and the west side of Canandaigua Lake. He discussed the financial impact of a Town-wide drainage district upon property owners in other areas of the Town who do not experience drainage problems upon their properties.

Mr. Oyler: Said that storm water falls on all properties and the associated runoff affects not only individual parcels of land but the common areas of the Town as well as roads and other forms of infrastructure, which are used by all residents.

He said that the Town is developing a partnership with Ontario County, and perhaps with the State in some highway locations, to work together to hold back storm water runoff on hillsides. He said that new projects are carefully reviewed by the Planning Board and the Town engineer to assure that they have a net-zero effect upon storm water runoff.

Mr. Reynolds: Said that he would first like to have details about other municipalities which have Town-wide drainage districts, such as how the districts operate and the benefits that these districts bring to their communities.

Ms. McCumiskey: Noted that the Town of Ontario has established a town-wide drainage district. She said that Mr. Hotaling of MRB Group may be able to acquire information on this district and other municipal districts.

**6. DRAINAGE ISSUES TRACKING SPREADSHEET**

The Committee continued the review of the drainage issues tracking spreadsheet.

Ms. McCumiskey: Suggested that revisions, denoted by the identification number of the listing, be provided to her via e-mail, and that she would enter the revisions upon the master spreadsheet and distribute updates via a PDF file.

Ms. McCumiskey: Suggested that the listings be color coded, such as red for issues that have been resolved and blue for issues which are the responsibility of the property owner.

Mr. Reynolds: Said that asterisks or another method also be used to identify the color-coded categories to comply with Americans With Disabilities Act (ADA) public document requirements.

Mr. Reynolds: Also suggested that consideration of residents’ initial comments be retained on the spreadsheet or in Committee records to reflect their descriptions of their drainage issues.

**7. NEXT MEETINGS AND ADJOURNMENT**

The next meeting of the Committee will be:

***Tuesday, March 26, 2019                      11:00 a.m.                      Highway Dept. Conference Room***

Subsequent meetings will be:

|                         |            |                               |
|-------------------------|------------|-------------------------------|
| Tuesday, April 9, 2019  | 11:00 a.m. | Highway Dept. Conference Room |
| Tuesday, April 23, 2019 | 11:00 a.m. | Highway Dept. Conference Room |
| Tuesday, May 14, 2019   | 11:00 a.m. | Highway Dept. Conference Room |

The meeting was adjourned at 12:00 p.m.

Respectfully submitted,

\_\_\_\_\_  
John M. Robortella L.S.

**E-mail distribution:**

Krebs, Richard  
Oyler, Charles  
Page, Kathy

**cc. to:**

Bloom, Tina  
Brabant, Lance  
Chrisman, Jean  
Cooper, Eric  
Davis, Gary  
Dworaczyk, Linda  
Fennelly, Terry  
Finch, Doug  
Fletcher, Jim  
Hotaling, Greg  
Jensen, Chris  
Marthaller, Joyce  
McCumiskey, Kaitlynn  
Menikotz, Cathy  
Nadler, Christian  
Olvany, Kevin  
Reynolds, Kevin  
Reynolds, Sarah  
Rowlinson, Michelle  
Schwartz, Tom

*Town of Canandaigua*

5440 Routes 5 & 20 West  
Canandaigua, New York 14424

**DRAINAGE ADVISORY COMMITTEE**

*Established October 16, 2017*

**TUESDAY, MARCH 26, 2019, 11:00 A.M.**

**MINUTES—APPROVED**

**Meeting Called by:** Charles Oyler, *Chairperson*

**Committee Member Present:** Kathy Page

**Committee Member Excused:** Richard Krebs

**Town Representatives:**

- Jim Fletcher, Canandaigua Highway Superintendent
- Chris Jensen, Canandaigua Code Enforcement Officer
- Kevin Olvany, Canandaigua Lake Watershed Council
- Kevin Reynolds, Canandaigua Town Board Member
- Thomas Schwartz, Chairperson, Canandaigua Planning Board

**Guests:**

- Edmond Ruppel, 3329 Dandelion Trail, Canandaigua, N.Y. 14424
- Donna Torrens, 3535 and 3537 County Road 16, Canandaigua, N.Y. 14424
- Megan L. Webster, District Manager, Ontario County Soil and Water Conservation District

Prior to the meeting, Mr. Oyler spoke with Mr. Ruppel about the drainage concerns in the backyards of homes on Dandelion Trail. Mr. Ruppel previously attended the Drainage Advisory Committee meeting on November 13, 2018, at which he discussed these concerns in detail and presented a photograph of the conditions at that time. Mr. Ruppel said that his and other backyards flood habitually, are always soaked, and cannot be used. Mr. Oyler and Mr. Ruppel discussed possible mitigation measures which may be available as weather conditions improve.

**1. CALL TO ORDER BY THE CHAIR**

Mr. Oyler called the meeting to order at 11:00 a.m.

**2. APPROVAL OF MINUTES OF MARCH 12, 2019**

The minutes of the March 12, 2019, meeting were approved. The minutes will be posted upon the Drainage Advisory Committee web page and will be distributed to the Town Board members and Town staff via e-mail.

**3. LAURA LANE: DEC WETLANDS DETERMINATION AND MAPPING**

Mr. Fletcher: Briefly discussed the difficulty in dealing with several agencies to gain permission to enter upon their privately owned-land in the vicinity of Laura Lane for the acquisition of easements.

**4. ONTARIO COUNTY SOIL AND WATER CONSERVATION DISTRICT**

Mr. Oyler: Welcomed Megan L. Webster, District Manager of the Ontario County Soil and Water Conservation District (OCSWCD), who attended today's meeting. The mission of the Soil and Water Conservation District is to protect, enhance and conserve the natural resources of Ontario County. Mr. Oyler reviewed the purpose of the Drainage Advisory Committee and its current goals and objectives.

Ms. Webster: Said that several current OCSWCD projects in the Town of Canandaigua will address agricultural lands which require better conveyance of stormwater runoff in the fields. She said that grants have been received for mitigation projects on farms on Emerson Road, Yerkes Road, New Michigan Road and several others. She also said the organization's work in the Town and throughout the County involves outreach education, such as the upcoming workshop on rain barrels and future presentations on rain gardens.

Mr. Oyler: Invited Ms. Webster to attend future meetings of the Committee as her schedule permits.

**5. FINGER LAKES COMMUNITY COLLEGE STORMWATER MANAGEMENT PROJECT UPDATE**

Mr. Olvany: Reported that bids for engineering design services were received from five firms, that representatives from three firms were interviewed, and the selection of an engineering firm for this project will be made shortly. The project will integrate the drainage flow from the adjacent 17-acre drainage area—which now bypasses the Finger Lakes Community College canoe pond—and will direct the flow into the pond to provide for one overall engineering design. The project is funded through a New York State Department of Environmental Conservation grant obtained through the Watershed Council. The project will be administered by the County. The engineering contract will be awarded by the Ontario County Board of Supervisors.

## **6. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD ZONE MAPS**

Mr. Jensen: Displayed the various Seneca Watershed Flood Zone maps which are now being updated by the Federal Emergency Management Agency (FEMA). Preliminary maps will be available in approximately 24 months, followed by a six-month review period, during which Town comments will be provided.

Mr. Jensen: Said that the Town Code now requires that homes which are constructed within flood zones must be two feet above the flood level for the protection of foundations and mechanical/utilities connections. He also discussed flood vents (one square foot of flood vent for every 100 square feet of basement area) which may be installed under a structure in a flood zone to equalize water pressure and allow flood waters to pass underneath.

Mr. Olvany: Said that most flooding issues in this area are caused by stormwater runoff and not so much from issues within a flood zone.

Mr. Schwartz: Asked about the number of existing dwelling and structures which would be affected by the new FEMA flood zone mapping. Mr. Jensen said that the number of affected structures would be about the same as those structures which are identified on current maps. He said that the new maps may require home buyers who have mortgages on their properties to purchase flood insurance and that new homes and structures would have to be built at least two feet about the flood elevation as identified on the maps.

Mr. Jensen: Said that the Special Flood Hazard area defines the flood plain that surrounds Canandaigua Lake.

## **7. CONSOLIDATION OF TOWN DRAINAGE DISTRICTS, TOWN-WIDE DRAINAGE STUDY**

Mr. Oyler: Briefly continued the discussion of a potential town-wide drainage study which could lead to the creation of a town-wide drainage district to provide a means of generating revenue and funding of drainage projects. An initial drainage study would include the review of as-built plans and MS4 outfall locations which are currently on file in the Development Office, and with follow-up site visits to be placed on GPS mapping resulting in updates to the existing digital mapping system.

Mr. Fletcher: Said that the Town of Ontario raises approximately \$150,000 per year for its town-wide drainage district from the assessment of \$3 per unit parcel. He said that these funds are used primarily for the acquisition of temporary easements to permit access to private property for drainage mitigation projects which are in the public interest.

Mr. Oyler: Said that a Town-wide drainage district would provide funding for stormwater infrastructure improvements that would benefit all residents of the Town.



**E-mail distribution:**

Krebs, Richard  
Oyler, Charles  
Page, Kathy

**cc. to:**

Bloom, Tina  
Brabant, Lance  
Chrisman, Jean  
Cooper, Eric  
Davis, Gary  
Dworaczyk, Linda  
Fennelly, Terry  
Finch, Doug  
Fletcher, Jim  
Hotaling, Greg  
Jensen, Chris  
Marthaller, Joyce  
McCumiskey, Kaitlynn  
Menikotz, Cathy  
Nadler, Christian  
Olvany, Kevin  
Reynolds, Kevin  
Reynolds, Sarah  
Rowlinson, Michelle  
Schwartz, Tom  
Webster, Megan

# ATTACHMENT 5

March 26, 2019

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
GRANT WRITING SERVICES UNDER THE CONSOLIDATED FUNDING APPLICATION (CFA)  
- COMMUNITY DEVELOPMENT BLOCK GRANT  
o PUBLIC INFRASTRUCTURE – CHESHIRE SEWERS**

Mr. Finch:

As requested please this is the proposal to assist the Town with dedicated grant writing services through the upcoming 2019 Consolidated Funding Application process (CFA). As provided in the 2018 CFA guidance, it is expected that the Community Development Block Grant (CDBG) will again provide funding assistance under the Public Infrastructure category for construction of new sewer systems, or expansion of existing sewer systems into areas previously unserved.

## **I. Project Overview**

The Town of Canandaigua would like to provide public sanitary sewer service to the Hamlet of Cheshire, an area of Town that is known to have poor as well as failing onsite septic systems. The proposed project area is within the Canandaigua Lake Watershed and maintains relatively limited lot sizes, making the replacement of the onsite systems extremely difficult.

The proposed project, as outlined in the Town's adopted Sewer Master Plan (2016), would include the construction of wastewater collection system, including approximately 4,500 LF of gravity sewer, 9,200 LF of force main, and a pump station that would convey wastewater to the existing public sewer system with a connection on Foster Road. The improvements would serve roughly 74 equivalent dwelling units.

It is expected that this project would resolve the issue of substandard and failing onsite wastewater systems, and would provide a service that is highly desirable in regard to attracting new residents and businesses.

The cost of the identified improvements to the existing deficiencies are anticipated to be a significant burden on Town residents. An application to the CFA program through CDBG Public Infrastructure category for up to \$750,000 (\$1,000,000 with co-funding), will be made in an attempt to fund the project and mitigate the financial impact of the project on the community.

## II. **Scope of Services**

### A. **Grant Writing**

Working with the Town as well as the community, MRB Group will ensure a complete and competitive application using the 2019 CFA guidance, (based on it having similar requirements to the 2018 CFA Grant Guidance document requirements for the CDBG for Public Infrastructure and corresponding municipal checklist).

Tasks to be coordinated and assembled as part of our grant writing services will include:

#### **CDBG Public Infrastructure Grant Submission Requirements:**

- Public Hearing held prior to the submission of the application
- Completed Application Form
  - Survey Information:
    - Survey Methodology.
    - Sample Income Survey Instrument.
    - Representative Sample of Income Surveys.
    - Summary of Income Survey Data.
  - Evidence of National Objective Compliance
  - Purchase Agreements (site control)
  - Mapping Requirements
  - Project Information / Project Schedule
  - Project Budget-Related Documents:
    - Financial commitment letter(s) from funding sources.
    - Third party cost estimates.
    - Engineering Report.

- Compliance with Citizen Participation requirements:
  - Copy of public hearing notice(s) with the Affidavit of Publication.
- Civil Rights Materials:
  - Affirmatively Furthering Fair Housing (AFFH).
- Program Income Report
- Federal / State I.D. Number Requirement's / Registrations
- Municipal Planning Documentation

**III. Compensation:**

**B. Grant Writing**

For grant writing, MRB Group proposes an *hourly not to exceed rate*, for the CFA/CDBG grant application. Fees would be billed monthly in accordance with the hours authorized and utilized, with activity reported for the Board's review.

**CDBG**

**Total Compensation (estimated, not-to-exceed) ..... \$5,500.00**

*The cost figures shown above represent our hourly not to exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustments.*

**IV. 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. Major or substantial changes from the 2018 to 2019 Guidance would require a possible adjustment to the scope and fees

**V. Commencement of Work**

We propose a meeting to review the most recent (2018) CFA guidance for the CDBG Public Infrastructure Program, in April, to begin proper submission preparation. We are available at the Town's convenience to schedule this meeting.

**VI. Standard Terms and Conditions**

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

We appreciate the opportunity to work with the Town of Canandaigua. If this proposal is acceptable, please sign where indicated and return one copy to our office. Thank you and please do not hesitate to contact us for any clarifications or additional information.

Sincerely,

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

  
Emily S. Palumbos  
Director of Grant Services

CC: Supervisor Cathy Menikotz

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\2019\esp-CANANDAIGUA T. CFA-CDBG GRANT Writing.docx

**PROPOSAL ACCEPTED FOR THE TOWN OF CANANDAIGUA BY:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

# ATTACHMENT 6



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | RENEWAL AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Canandaigua, NY** (“Client”) and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **5/1/19-4/30/20**.

### I. Productivity Solutions

*With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.*

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue: Up to 6**  
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

### II. Engagement Solutions - Peak Performance Benefits

*ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.*



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Union AP

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance. **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses and over 50 Personal Development courses to help employees balance their work and personal life. The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

### III. EAP Administration - Orientation and Engagement

*An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.*

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

### IV. Manager, Supervisor and Human Resources Services

*ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.*

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.



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Union AP

- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

## V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

## VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**  
The ESI Engagement Program is an **optional benefit** designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.
- **Wellness Coaching: No**  
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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## **VII. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## **VIII. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



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 Public Safety EAP  
 Educators' EAP  
 Higher Ed EAP  
 HealthCare EAP  
 Union AP

**IX. Fees and Payment**

- A. The annual fee for the employee assistance program is **\$16.24** per employee.
- B. The total number of employees covered under this Agreement is **42**.
- C. Employer agrees to pay ESI the sum of **\$682.08** for **5/1/19-4/30/20** .
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.

**X. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES, INC.**

**Town of Canandaigua, NY**

\_\_\_\_\_  
 Diane Dunbar, President & Chief Operating Officer

\_\_\_\_\_  
 Authorized Signature

3/20/2019

Date

\_\_\_\_\_  
 Date

# ATTACHMENT 7



Town of Canandaigua , NY

# Budget Adjustment Register Adjustment Detail

Packet: GLPKT00080 - 2019-03-15 SLP Water Medical Buyout

| Adjustment Number | Budget Code | Description                         | Adjustment Date |
|-------------------|-------------|-------------------------------------|-----------------|
| BA0000008         | Budget 2019 | 2019-03-15 SLP Water Medical Buyout | 3/15/2019       |

**Summary Description:**

| Account Number                       | Account Name              | Adjustment Description              | Before     | Adjustment | After      |
|--------------------------------------|---------------------------|-------------------------------------|------------|------------|------------|
| <a href="#">SW500.1990.400.00000</a> | CONTINGENCY.CONTRACTUAL.  | 2019-03-15 SLP Water Medical Buyout | 144,144.00 | -2,000.00  | 142,144.00 |
| January:                             |                           |                                     |            | -2,000.00  |            |
| <a href="#">SW500.9060.820.00000</a> | HOSPITAL/MEDICAL INSURANC | 2019-03-15 SLP Water Medical Buyout | 0.00       | 2,000.00   | 2,000.00   |
| January:                             |                           |                                     |            | 2,000.00   |            |

# ATTACHMENT 8

# Cell Phone Stipend Policy

Eligible employees may receive a cell phone stipend from the Town of Canandaigua for business- related costs incurred when using their personal cell phones. Except for a limited number of positions, the Town will not own cell phones for the use of individual employees.

## **I. ELIGIBILITY**

- a. An employee may be eligible for the stipend if at least one of the following criteria is met:
  - i. The job function of the employee requires considerable time outside of his/her assigned office, work area, or at irregular hours and the employee must be accessible during those times;
  - ii. The job function of the employee requires him/her to have wireless data and internet access while away from the Town Hall campus; and/or

## **II. STIPEND PLAN:**

- a. Eligible employees may receive a stipend of \$35 a month upon the approval of the employee's supervisor and Town Manager.
- b. Once approved, the employee will be eligible to receive the stipend automatically each month.

## **III. OVERSIGHT, APPROVAL & FUNDING**

- a. Department Heads are responsible for identifying eligible employees. Each department is strongly encouraged to review whether a cellular device is necessary, and to select alternative means of communication.
- b. Each Department Head is responsible for determining employee cell phone needs and assessing each employee's continued eligibility for a cell phone stipend. This includes an annual review to determine continued eligibility of their employees.
- c. Stipends are funded by the eligible employee's department.

## **IV. EMPLOYEES RIGHTS & RESPONSIBILITIES**

- a. The eligible employee is responsible for purchasing a cell phone and establishing and

maintaining service with the cell phone service provider of his/her choice. The cell phone contract is in the name of the eligible employee, who is solely responsible for all payments to the service provider.

- b. To the extent allowed by law, the stipend provided is not considered taxable income.
- c. The eligible employee can use the phone for both business and personal purposes, as needed.
- d. If the employee terminates their cell phone service plan at any point, s/he must notify his/her supervisor within 5 business days to terminate the stipend.
- e. The Town does not accept any liability for claims, charges or disputes between the cell phone service provider and the eligible employee.

## **V. CANCELLATION OR REDUCTION**

- a. Any stipend will immediately cease or be reduced if:
  - i. An employee's employment with the Town terminates;
  - ii. An employee's Department Head determines he/she is no longer eligible for the stipend;
  - iii. The eligible employee no longer has a cell phone or cell phone service plan; or
  - iv. The Town Board decides to eliminate or reduce the stipend.
  - v. The eligible employee uses the cell phone in any manner contrary to local, state, or federal laws or university policy.
  - vi. The eligible employee is provided a Town issued cell phone.

# ATTACHMENT 9



## Software Licensing and Hosting Plan for the Town of Canandaigua's Image Mate Online

Effective Dates of Support: January 1, 2019 through December 31, 2019

SDG shall provide telephone and email support during normal working hours, 8:30 am -5:00 pm EST, Monday through Friday. This support is intended to ensure that the Image Mate Online software is functioning as intended. SDG will respond in a timely manner to any support issue brought to our attention by government officials regarding the Image Mate Online software. SDG shall make available to the Town of Canandaigua Assessment Department all standard software enhancements, as defined below, to the Image Mate Online software currently owned by the Town. This software includes Image Mate Online as well as the RPS Version 4 data extraction utility as it pertains to Image Mate Online.

Image Mate Online shall be hosted at SDG facilities. The Town of Canandaigua shall own the license to Image Mate Online with the intent of public display via the Internet. SDG shall provide scheduled data updates to Canandaigua's Image Mate Online software. These updates are not limited to the Town. The Town may send real property data to SDG on an as needed basis. SDG will in turn update the Town's data within a reasonable time frame not to exceed two weeks.

### Software Enhancement Classifications

- 1) **Standard** – Software improvements to the current release for purposes such as increasing system performance or fixing reproducible software errors (bug fixes). The cost to the Town for these Standard software enhancements will be included in the fee paid by the Town to Systems Development Group for the software support plan.
- 2) **Custom** – This classification includes client requested software changes that would add or increase current system functionality. Work of this type will be billed at a rate of \$100 per hour. SDG's normal rate for enhancements of this type as identified by the New York State Office of General Services is set at \$147.00 per hour. The lower rate of \$100 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the Town accepts this Plan.

The Town agrees to pay SDG an annual fee of \$1,080 for this software support. This agreement will be reviewed annually and, if necessary, renegotiated by the Town of Canandaigua and SDG. SDG's current rate for all Software Support is currently at \$125 per hour. This rate is reduced to an annual charge for support when the Town accepts this plan.

This Agreement shall be construed and interpreted under and according to the laws of the State of New York.

Town of Canandaigua

Systems Development Group, Inc.

By: \_\_\_\_\_

By:   
John Kelly, President/CEO

# ATTACHMENT 10

| 2019 Actual Costs-Premium |              |             |             | Estimated |              |                    |                      |
|---------------------------|--------------|-------------|-------------|-----------|--------------|--------------------|----------------------|
|                           | A            | D           | S           | A         | D            | S                  |                      |
| January                   | \$ 13,085.09 | \$ 9,167.47 | \$ 1,178.38 | May       | \$ 13,085.09 | \$ 9,167.47        | \$ 1,178.38          |
| February                  | \$ 13,085.09 | \$ 9,167.47 | \$ 1,178.38 | June      | \$ 13,085.09 | \$ 9,167.47        | \$ 1,178.38          |
| March                     | \$ 13,085.09 | \$ 9,167.47 | \$ 1,178.38 | Total     | \$ 78,510.54 | \$ 55,004.82       | \$ 7,070.28          |
| April                     | \$ 13,085.09 | \$ 9,167.47 | \$ 1,178.38 |           |              | <b>Jan-Jun '19</b> | <b>\$ 140,585.64</b> |

| JUL - DEC | 19-20 Monthly    | 18-19 Monthly   | Monthly Increase | 10%     | Employee Monthly Cost | Town Monthly Cost | Total Monthly Cost | Full year HSA/HRA   | TOTAL                    |
|-----------|------------------|-----------------|------------------|---------|-----------------------|-------------------|--------------------|---------------------|--------------------------|
| BRONZE    | # Premium 5%     | Premium         |                  |         |                       |                   |                    |                     |                          |
| Single    | 7 \$ 368.20 \$   | 18.41 \$ 338.01 | \$ 30.19         | \$ 3.02 | \$ 21.43              | \$ 346.77         | \$ 2,427.40        | \$ 14,564.38        | \$ 2,350.00 \$ 16,450.00 |
| S&S       | 7 \$ 736.40 \$   | 36.82 \$ 676.02 | \$ 60.38         | \$ 6.04 | \$ 42.86              | \$ 693.54         | \$ 4,854.79        | \$ 29,128.76        | \$ 4,700.00 \$ 32,900.00 |
| S&C       | 2 \$ 625.94 \$   | 31.30 \$ 574.62 | \$ 51.32         | \$ 5.13 | \$ 36.43              | \$ 589.51         | \$ 1,179.02        | \$ 7,074.13         | \$ 4,700.00 \$ 9,400.00  |
| Family    | 1 \$ 1,049.37 \$ | 52.47 \$ 963.33 | \$ 86.04         | \$ 8.60 | \$ 61.07              | \$ 988.30         | \$ 988.30          | \$ 5,929.79         | \$ 4,700.00 \$ 4,700.00  |
|           |                  |                 |                  |         |                       |                   |                    | <b>\$ 56,697.06</b> | <b>\$ 63,450.00</b>      |

| JUL - DEC | 19-20 Monthly    | 18-19 Monthly      | Monthly Increase | 10%     | Employee Monthly Cost | Town Monthly Cost | Total Monthly Cost | Full year HSA/HRA   | TOTAL                    |
|-----------|------------------|--------------------|------------------|---------|-----------------------|-------------------|--------------------|---------------------|--------------------------|
| SILVER    | # Premium 10%    | Premium            |                  |         |                       |                   |                    |                     |                          |
| Single    | 1 \$ 489.63 \$   | 48.96 \$ 473.10    | \$ 16.53         | \$ 1.65 | \$ 50.62              | \$ 439.01         | \$ 439.01          | \$ 2,634.08         | \$ 1,120.00 \$ 1,120.00  |
| S&S       | 1 \$ 979.26 \$   | 97.93 \$ 946.20    | \$ 33.06         | \$ 3.31 | \$ 101.23             | \$ 878.03         | \$ 878.03          | \$ 5,268.17         | \$ 2,240.00 \$ 2,240.00  |
| S&C       | 0 \$ 832.37 \$   | 83.24 \$ 804.27    | \$ 28.10         | \$ 2.81 | \$ 86.05              | \$ 746.32         | \$ -               | \$ -                | \$ 2,240.00 \$ -         |
| Family    | 5 \$ 1,395.45 \$ | 139.55 \$ 1,348.34 | \$ 47.11         | \$ 4.71 | \$ 144.26             | \$ 1,251.19       | \$ 6,255.97        | \$ 37,535.82        | \$ 2,240.00 \$ 11,200.00 |
|           |                  |                    |                  |         |                       |                   |                    | <b>\$ 45,438.07</b> | <b>\$ 14,560.00</b>      |

| JUL - DEC | 19-20 Monthly    | 18-19 Monthly      | Monthly Increase | 10%     | Employee Monthly Cost | Town Monthly Cost | Total Monthly Cost | Full year HSA/HRA   | TOTAL                   |
|-----------|------------------|--------------------|------------------|---------|-----------------------|-------------------|--------------------|---------------------|-------------------------|
| GOLD      | # Premium 15%    | Premium            |                  |         |                       |                   |                    |                     |                         |
| Single*   | 1 \$ 609.48 \$   | 91.42 \$ 590.52    | \$ 18.96         | \$ 1.90 | \$ 93.32              | \$ 516.16         | \$ 516.16          | \$ 1,548.49         | \$ 750.00 \$ 750.00     |
| S&S*      | 1 \$ 1,218.96 \$ | 182.84 \$ 1,181.04 | \$ 37.92         | \$ 3.79 | \$ 186.64             | \$ 1,032.32       | \$ 1,032.32        | \$ 3,096.97         | \$ 1,500.00 \$ 1,500.00 |
| S&C       | 0 \$ 1,036.12 \$ | 155.42 \$ 1,003.88 | \$ 32.24         | \$ 3.22 | \$ 158.64             | \$ 877.48         | \$ -               | \$ -                | \$ 1,500.00 \$ -        |
| Family    | 6 \$ 1,737.02 \$ | 260.55 \$ 1,682.98 | \$ 54.04         | \$ 5.40 | \$ 265.96             | \$ 1,471.06       | \$ 8,826.38        | \$ 52,958.27        | \$ 1,500.00 \$ 9,000.00 |
|           |                  |                    |                  |         |                       |                   |                    | <b>\$ 57,603.73</b> | <b>\$ 11,250.00</b>     |

\*coverage until September 2019

|                   |                      |
|-------------------|----------------------|
| Jan-Jun '19       | \$ 140,585.64        |
| Jul-Dec '19       | \$ 159,738.86        |
| Full year HSA/HRA | \$ 89,260.00         |
| Admin Fees        | \$ 1,500.00          |
| 3 buyouts         | \$ 6,000.00          |
| <b>2019 Total</b> | <b>\$ 397,084.50</b> |



Quote Effective: 07/01/2019 - 09/30/2019

Version Updated: 03/29/2019

Rating Region: Rochester

|                                     | SimplyBlue Plus Gold 18                                                                                                                                                              | SimplyBlue Plus Silver 2                                                                                                                                 | SimplyBlue Plus Bronze 4                                                                                                                                 |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Plan Overview</b>                |                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                          |
| Plan ID                             | 78124NY0990265-00 (SOC3)                                                                                                                                                             | 78124NY1000057-00 (SNC7)                                                                                                                                 | 78124NY1000169-00 (SNH5)                                                                                                                                 |
| Plan Name                           | SimplyBlue Plus Gold 18                                                                                                                                                              | SimplyBlue Plus Silver 2                                                                                                                                 | SimplyBlue Plus Bronze 4                                                                                                                                 |
| Aggregation Design                  | Individual Aggregation                                                                                                                                                               | Family Aggregation                                                                                                                                       | Family Aggregation                                                                                                                                       |
| Plan Highlights                     | A deductible is applied to select covered medical benefits, prescription drugs are not subject to the deductible. Preventive services are covered in full, includes ExerciseRewards. | A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full, includes ExerciseRewards.        | A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full, includes ExerciseRewards.        |
| Plan Type                           | Hybrid                                                                                                                                                                               | Deductible HSA                                                                                                                                           | Deductible HSA                                                                                                                                           |
| HSA Eligible                        | No                                                                                                                                                                                   | Yes                                                                                                                                                      | Yes                                                                                                                                                      |
| Quote Effective                     | 07/01/2019 - 09/30/2019                                                                                                                                                              | 07/01/2019 - 09/30/2019                                                                                                                                  | 07/01/2019 - 09/30/2019                                                                                                                                  |
| <b>Rate (\$)</b>                    | <b>Small Group</b>                                                                                                                                                                   | <b>Small Group</b>                                                                                                                                       | <b>Small Group</b>                                                                                                                                       |
| Single                              | \$609.48                                                                                                                                                                             | \$489.63                                                                                                                                                 | \$368.20                                                                                                                                                 |
| Subscriber & Spouse                 | \$1,218.96                                                                                                                                                                           | \$979.26                                                                                                                                                 | \$736.40                                                                                                                                                 |
| Subscriber & Child(ren)             | \$1,036.12                                                                                                                                                                           | \$832.37                                                                                                                                                 | \$625.94                                                                                                                                                 |
| Family                              | \$1,737.02                                                                                                                                                                           | \$1,395.45                                                                                                                                               | \$1,049.37                                                                                                                                               |
| <b>Plan features</b>                |                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                          |
| Primary Care Physician (PCP)        | Not Required                                                                                                                                                                         | Not Required                                                                                                                                             | Not Required                                                                                                                                             |
| Referrals                           | Not Required                                                                                                                                                                         | Not Required                                                                                                                                             | Not Required                                                                                                                                             |
| Out of network benefits             | Covered at 60%, subject to the deductible                                                                                                                                            | Covered at 50%, subject to the deductible                                                                                                                | Covered at 100%, subject to the deductible                                                                                                               |
| Out of area benefits                | Coverage provided worldwide through our BlueCard® Network                                                                                                                            | Coverage provided worldwide through our BlueCard® Network                                                                                                | Coverage provided worldwide through our BlueCard® Network                                                                                                |
| Student/Dependent coverage          | Qualified dependents are covered to age 26                                                                                                                                           | Qualified dependents are covered to age 26                                                                                                               | Qualified dependents are covered to age 26                                                                                                               |
| Domestic partner                    | Covered                                                                                                                                                                              | Covered                                                                                                                                                  | Covered                                                                                                                                                  |
| Wellness Incentives                 | ExerciseRewards® receive \$600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct™.                             | ExerciseRewards® receive \$600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct™. | ExerciseRewards® receive \$600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct™. |
| <b>Plan cost-sharing highlights</b> |                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                          |
| <b>Plan cost-sharing</b>            | <b>In-Network</b>                                                                                                                                                                    | <b>Out-of-Network</b>                                                                                                                                    | <b>In-Network</b>                                                                                                                                        |
|                                     |                                                                                                                                                                                      |                                                                                                                                                          | <b>Out-of-Network</b>                                                                                                                                    |
|                                     |                                                                                                                                                                                      |                                                                                                                                                          | <b>In-Network</b>                                                                                                                                        |
|                                     |                                                                                                                                                                                      |                                                                                                                                                          | <b>Out-of-Network</b>                                                                                                                                    |

|                                       | SimplyBlue Plus Gold 18                                                                |                                                      | SimplyBlue Plus Silver 2                                                                              |                                                      | SimplyBlue Plus Bronze 4                                                                                |                                                      |
|---------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>highlights</b>                     |                                                                                        |                                                      |                                                                                                       |                                                      |                                                                                                         |                                                      |
| Primary Care Office Visit             | \$30 copay per visit                                                                   | Covered at 60%, subject to the deductible            | Covered at 75%, subject to the deductible                                                             | Covered at 50%, subject to the deductible            | Covered at 100%, subject to the deductible                                                              | Covered at 100%, subject to the deductible           |
| Specialist Office Visit               | \$50 copay per visit                                                                   | Covered at 60%, subject to the deductible            | Covered at 75%, subject to the deductible                                                             | Covered at 50%, subject to the deductible            | Covered at 100%, subject to the deductible                                                              | Covered at 100%, subject to the deductible           |
| Coinsurance                           | Covered at 80%                                                                         | Covered at 60%                                       | Covered at 75%                                                                                        | Covered at 50%                                       | Covered at 100%                                                                                         | Covered at 100%                                      |
| Deductible                            | In-Network: \$1,000 Individual / \$2,000 Family                                        | Out-of-Network: \$1,000 Individual / \$2,000 Family  | In-Network: \$2,000 Individual / \$4,000 Family                                                       | Out-of-Network: \$2,000 Individual / \$4,000 Family  | In-Network: \$6,550 Individual / \$13,100 Family                                                        | Out-of-Network: \$7,500 Individual / \$15,000 Family |
| Out of pocket maximum                 | In-Network: \$6,000 Individual / \$12,000 Family                                       | Out-of-Network: \$6,000 Individual / \$12,000 Family | In-Network: \$6,650 Individual / \$13,300 Family                                                      | Out-of-Network: \$6,650 Individual / \$13,300 Family | In-Network: \$6,550 Individual / \$13,100 Family                                                        | Out-of-Network: \$7,500 Individual / \$15,000 Family |
| Lifetime maximum                      | None                                                                                   | None                                                 | None                                                                                                  | None                                                 | None                                                                                                    | None                                                 |
| <b>Plan Benefits</b>                  |                                                                                        |                                                      |                                                                                                       |                                                      |                                                                                                         |                                                      |
| <b>Preventive Healthcare Services</b> | <b>In-Network</b>                                                                      | <b>Out-of-Network</b>                                | <b>In-Network</b>                                                                                     | <b>Out-of-Network</b>                                | <b>In-Network</b>                                                                                       | <b>Out-of-Network</b>                                |
| Well child visits                     | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| Adult routine physical exams          | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| +Adult immunizations                  | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| +Mammography                          | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| +Pap smear                            | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| Routine GYN Exam                      | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| +Prostate cancer screening            | Covered In Full                                                                        | Covered at 60%, subject to the deductible            | Covered In Full                                                                                       | Covered at 50%, subject to the deductible            | Covered In Full                                                                                         | Covered at 100%, subject to the deductible           |
| +Colonoscopy                          | Preventive screenings covered in full                                                  | Covered at 60%, subject to the deductible            | Preventive screenings covered in full                                                                 | Covered at 50%, subject to the deductible            | Preventive screenings covered in full                                                                   | Covered at 100%, subject to the deductible           |
| +Family Planning Services             | Covered in full                                                                        | Covered at 60%, subject to the deductible            | Covered in full                                                                                       | Covered at 50%, subject to the deductible            | Covered in full                                                                                         | Covered at 100%, subject to the deductible           |
| <b>Physician Office Services</b>      | <b>In-Network</b>                                                                      | <b>Out-of-Network</b>                                | <b>In-Network</b>                                                                                     | <b>Out-of-Network</b>                                | <b>In-Network</b>                                                                                       | <b>Out-of-Network</b>                                |
| Diagnostic office visits              | \$30 PCP copay; \$50 Specialist copay per visit                                        | Covered at 60%, subject to the deductible            | Covered at 75%, subject to the deductible                                                             | Covered at 50%, subject to the deductible            | Covered at 100%, subject to the deductible                                                              | Covered at 100%, subject to the deductible           |
| Telemedicine Visits                   | \$30 PCP copay; \$50 Specialist copay per visit. MDLive Provider: \$10 copay per visit | Covered at 60%, subject to the deductible            | Covered at 75%, subject to the deductible. MDLive Provider: Covered at 75%, subject to the deductible | Covered at 50%, subject to the deductible            | Covered at 100%, subject to the deductible. MDLive Provider: Covered at 100%, subject to the deductible | Covered at 100%, subject to the deductible           |
| Diagnostic x-rays                     | \$50 copay per visit                                                                   | Covered at 60%, subject to the deductible            | Covered at 75%, subject to the deductible                                                             | Covered at 50%, subject to the deductible            | Covered at 100%, subject to the deductible                                                              | Covered at 100%, subject to the deductible           |
| Advanced Imaging Services             | \$100 copay per visit                                                                  | Covered at 60%, subject to the deductible            | Covered at 75%, subject to the deductible                                                             | Covered at 50%, subject to the deductible            | Covered at 100%, subject to the deductible                                                              | Covered at 100%, subject to the deductible           |

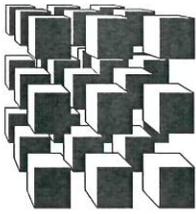
|                                            | SimplyBlue Plus Gold 18                                                                   |                                                                                           | SimplyBlue Plus Silver 2                                                                                                                                    |                                                                                           | SimplyBlue Plus Bronze 4                                                                                                                                      |                                                                                            |
|--------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Diagnostic laboratory and pathology        | \$30 copay per visit                                                                      | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Allergy tests                              | \$30 PCP copay; \$50 Specialist copay per visit                                           | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Allergy injections                         | \$30 PCP copay; \$50 Specialist copay per visit                                           | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Chemotherapy                               | \$30 copay per visit                                                                      | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Radiation therapy                          | \$50 copay per visit                                                                      | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| <b>Maternity Services</b>                  | <b>In-Network</b>                                                                         | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                           | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                             | <b>Out-of-Network</b>                                                                      |
| Prenatal care                              | Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)           | Covered at 60%, subject to the deductible                                                 | Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)                                                                             | Covered at 50%, subject to the deductible                                                 | Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)                                                                               | Covered at 100%, subject to the deductible                                                 |
| Hospital care for mom (including delivery) | Covered at 80%, subject to the deductible                                                 | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Newborn nursery care                       | Covered at 80%, subject to the deductible                                                 | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| <b>Prescription Drug</b>                   | <b>In-Network</b>                                                                         | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                           | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                             | <b>Out-of-Network</b>                                                                      |
| Prescription Drug Coverage                 | \$5/\$45/\$90                                                                             | Not Covered                                                                               | \$5/\$45/\$90, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance. | Not Covered                                                                               | Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance. | Not Covered                                                                                |
| <b>Inpatient Hospital Benefits</b>         | <b>In-Network</b>                                                                         | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                           | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                             | <b>Out-of-Network</b>                                                                      |
| Hospital benefits                          | Covered at 80% per admission for unlimited days, subject to the deductible                | Covered at 60% per admission for unlimited days, subject to the deductible                | Covered at 75% per admission for unlimited days, subject to the deductible                                                                                  | Covered at 50% per admission for unlimited days, subject to the deductible                | Covered at 100% per admission for unlimited days, subject to the deductible                                                                                   | Covered at 100% per admission for unlimited days, subject to the deductible                |
| Physician visits in the hospital           | Covered at 80%, subject to the deductible                                                 | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Inpatient physical rehabilitation          | Covered at 80% per 60 day stay per admission per contract year, subject to the deductible | Covered at 60% per 60 day stay per admission per contract year, subject to the deductible | Covered at 75% per 60 day stay per admission per contract year, subject to the deductible                                                                   | Covered at 50% per 60 day stay per admission per contract year, subject to the deductible | Covered at 100% per 60 day stay per admission per contract year, subject to the deductible                                                                    | Covered at 100% per 60 day stay per admission per contract year, subject to the deductible |
| Surgery                                    | Covered at 80%, subject to the deductible                                                 | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Anesthesia                                 | Covered at 80%, subject to the deductible                                                 | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| <b>Emergency Care</b>                      | <b>In-Network</b>                                                                         | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                           | <b>Out-of-Network</b>                                                                     | <b>In-Network</b>                                                                                                                                             | <b>Out-of-Network</b>                                                                      |
| Emergency room care                        | \$250 copay per visit                                                                     | \$250 copay per visit                                                                     | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 75%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Freestanding urgent care center            | \$50 copay per visit                                                                      | Covered at 60%, subject to the deductible                                                 | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 50%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |
| Ambulance                                  | \$250 copay per visit                                                                     | \$250 copay per visit                                                                     | Covered at 75%, subject to the deductible                                                                                                                   | Covered at 75%, subject to the deductible                                                 | Covered at 100%, subject to the deductible                                                                                                                    | Covered at 100%, subject to the deductible                                                 |

| Outpatient Hospital Benefits          | SimplyBlue Plus Gold 18                                                                  |                                                                                                                               | SimplyBlue Plus Silver 2                                                                                                      |                                                                                                                               | SimplyBlue Plus Bronze 4                                                                                                       |                                                                                                                                |
|---------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
|                                       | In-Network                                                                               | Out-of-Network                                                                                                                | In-Network                                                                                                                    | Out-of-Network                                                                                                                | In-Network                                                                                                                     | Out-of-Network                                                                                                                 |
| Diagnostic x-rays                     | \$50 copay per visit                                                                     | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Advanced Imaging Services             | \$100 copay per visit                                                                    | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Diagnostic laboratory and pathology   | \$30 copay per visit                                                                     | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Surgical Care Facility Fee            | Covered at 80%, subject to the deductible                                                | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Chemotherapy                          | \$30 copay per visit                                                                     | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Radiation Therapy                     | \$50 copay per visit                                                                     | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Mental Health and Substance Use       | In-Network                                                                               | Out-of-Network                                                                                                                | In-Network                                                                                                                    | Out-of-Network                                                                                                                | In-Network                                                                                                                     | Out-of-Network                                                                                                                 |
| Inpatient mental health care          | Covered at 80% per admission for unlimited days, subject to the deductible               | Covered at 60% per admission for unlimited days, subject to the deductible                                                    | Covered at 75% per admission for unlimited days, subject to the deductible                                                    | Covered at 50% per admission for unlimited days, subject to the deductible                                                    | Covered at 100% per admission for unlimited days, subject to the deductible                                                    | Covered at 100% per admission for unlimited days, subject to the deductible                                                    |
| Outpatient mental health care         | \$50 copay per visit                                                                     | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Inpatient substance use               | Covered at 80% per admission for unlimited days, subject to the deductible               | Covered at 60% per admission for unlimited days, subject to the deductible                                                    | Covered at 75% per admission for unlimited days, subject to the deductible                                                    | Covered at 50% per admission for unlimited days, subject to the deductible                                                    | Covered at 100% per admission for unlimited days, subject to the deductible                                                    | Covered at 100% per admission for unlimited days, subject to the deductible                                                    |
| Outpatient substance use              | \$50 copay per visit                                                                     | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Other Services                        | In-Network                                                                               | Out-of-Network                                                                                                                | In-Network                                                                                                                    | Out-of-Network                                                                                                                | In-Network                                                                                                                     | Out-of-Network                                                                                                                 |
| Diabetic drugs, insulin, and supplies | \$30 copay per 30 day supply                                                             | Covered at 60%, subject to the deductible                                                                                     | Covered at 75%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| Skilled nursing facility              | Covered at 80% per admission for 200 days per year, subject to the deductible            | Covered at 60% per admission for 200 days per year, subject to the deductible                                                 | Covered at 75% per admission for 200 days per year, subject to the deductible                                                 | Covered at 50% per admission for 200 days per year, subject to the deductible                                                 | Covered at 100% per admission for 200 days per year, subject to the deductible                                                 | Covered at 100% per admission for 200 days per year, subject to the deductible                                                 |
| Home care                             | Covered at 80% for up to 40 visits per year, subject to the deductible                   | Covered at 60% for up to 40 visits per year, subject to the deductible                                                        | Covered at 75% for up to 40 visits per year, subject to the deductible                                                        | Covered at 50% for up to 40 visits per year, subject to the deductible                                                        | Covered at 100% for up to 40 visits per year, subject to the deductible                                                        | Covered at 100% for up to 40 visits per year, subject to the deductible                                                        |
| Hospice                               | Covered at 80% for up to 210 visits per year, subject to the deductible                  | Covered at 60% for up to 210 visits per year, subject to the deductible                                                       | Covered at 75% for up to 210 visits per year, subject to the deductible                                                       | Covered at 50% for up to 210 visits per year, subject to the deductible                                                       | Covered at 100% for up to 210 visits per year, subject to the deductible                                                       | Covered at 100% for up to 210 visits per year, subject to the deductible                                                       |
| Outpatient therapy                    | \$50 for physical, speech and occupational therapy for up to 60 visits per contract year | Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year | Covered at 75%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year | Covered at 50%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year | Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year | Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year |
| Durable medical equipment             | Covered at 50%, subject to the deductible                                                | Covered at 50%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |
| External prosthetics                  | Covered at 50%, subject to the deductible                                                | Covered at 50%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 50%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     | Covered at 100%, subject to the deductible                                                                                     |

|                                             | SimplyBlue Plus Gold 18                                                                                                                   |                                                                                                                                           | SimplyBlue Plus Silver 2                                                                                                                                                                |                                                                                                                                                                                                             | SimplyBlue Plus Bronze 4                                                                                                                                                                 |                                                                                                                                                                                                              |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chiropractic                                | \$50 copay per visit                                                                                                                      | Covered at 60%, subject to the deductible                                                                                                 | Covered at 75%, subject to the deductible                                                                                                                                               | Covered at 50%, subject to the deductible                                                                                                                                                                   | Covered at 100%, subject to the deductible                                                                                                                                               | Covered at 100%, subject to the deductible                                                                                                                                                                   |
| Acupuncture                                 | Not Covered                                                                                                                               | Not Covered                                                                                                                               | Not Covered                                                                                                                                                                             | Not Covered                                                                                                                                                                                                 | Not Covered                                                                                                                                                                              | Not Covered                                                                                                                                                                                                  |
| Hearing Aids                                | Covered at 50% , subject to the deductible for a single purchase once every 3 years                                                       | Covered at 50%, subject to the deductible for a single purchase once every 3 years                                                        | Covered at 50% , subject to the deductible for a single purchase once every 3 years                                                                                                     | Covered at 50%, subject to the deductible for a single purchase once every 3 years                                                                                                                          | Covered at 100% , subject to the deductible for a single purchase once every 3 years                                                                                                     | Covered at 100%, subject to the deductible for a single purchase once every 3 years                                                                                                                          |
| <b>Vision Benefits</b>                      | <b>In-Network</b>                                                                                                                         | <b>Out-of-Network</b>                                                                                                                     | <b>In-Network</b>                                                                                                                                                                       | <b>Out-of-Network</b>                                                                                                                                                                                       | <b>In-Network</b>                                                                                                                                                                        | <b>Out-of-Network</b>                                                                                                                                                                                        |
| Adult Routine Vision Exam                   | \$50 copay per visit for one routine exam every year                                                                                      | Covered at 60% for one routine exam every year, subject to the deductible                                                                 | Covered at 75% for one routine exam every year, subject to the deductible                                                                                                               | Covered at 50% for one routine exam every year, subject to the deductible                                                                                                                                   | Covered at 100% for one routine exam every year, subject to the deductible                                                                                                               | Covered at 100% for one routine exam every year, subject to the deductible                                                                                                                                   |
| Adult Diagnostic Vision                     | \$50 copay per visit                                                                                                                      | Covered at 60%, subject to the deductible                                                                                                 | Covered at 75%, subject to the deductible                                                                                                                                               | Covered at 50%, subject to the deductible                                                                                                                                                                   | Covered at 100%, subject to the deductible                                                                                                                                               | Covered at 100%, subject to the deductible                                                                                                                                                                   |
| Adult Eyewear                               | Eyewear Reimbursement of \$60 per year                                                                                                    | Eyewear Reimbursement of \$60 per year                                                                                                    | Eyewear Reimbursement of \$60 per year                                                                                                                                                  | Eyewear Reimbursement of \$60 per year                                                                                                                                                                      | Eyewear Reimbursement of \$60 per year                                                                                                                                                   | Eyewear Reimbursement of \$60 per year                                                                                                                                                                       |
| Pediatric Routine Vision Exam               | \$50 copay per visit for one routine exam every year                                                                                      | Covered at 60% for one routine exam every year, subject to the deductible                                                                 | Covered at 75% for one routine exam every year, subject to the deductible                                                                                                               | Covered at 50% for one routine exam every year, subject to the deductible                                                                                                                                   | Covered at 100% for one routine exam every year, subject to the deductible                                                                                                               | Covered at 100% for one routine exam every year, subject to the deductible                                                                                                                                   |
| Pediatric Eyewear                           | Covered at 50%, subject to the deductible for one purchase per plan year                                                                  | Covered at 50%, subject to the deductible for one purchase per plan year                                                                  | Covered at 50%, subject to the deductible for one purchase per plan year                                                                                                                | Covered at 50%, subject to the deductible for one purchase per plan year                                                                                                                                    | Covered at 100%, subject to the deductible for one purchase per plan year                                                                                                                | Covered at 100%, subject to the deductible for one purchase per plan year                                                                                                                                    |
| <b>Dental Benefits</b>                      | <b>In-Network</b>                                                                                                                         | <b>Out-of-Network</b>                                                                                                                     | <b>In-Network</b>                                                                                                                                                                       | <b>Out-of-Network</b>                                                                                                                                                                                       | <b>In-Network</b>                                                                                                                                                                        | <b>Out-of-Network</b>                                                                                                                                                                                        |
| Adult Dental Care                           | Not Covered                                                                                                                               | Not Covered                                                                                                                               | Not Covered                                                                                                                                                                             | Not Covered                                                                                                                                                                                                 | Not Covered                                                                                                                                                                              | Not Covered                                                                                                                                                                                                  |
| Pediatric Dental: Preventative & Routine    | Preventive covered at 100%. Routine covered at 80%, subject to the deductible                                                             | Preventive covered at 100%, subject to balance billing. Routine covered at 80%, subject to the deductible and balance billing             | Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible | Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible and balance billing | Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible | Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible and balance billing |
| Pediatric Major Dental Care & Medical Ortho | Covered at 50%, subject to the deductible                                                                                                 | Covered at 50%, subject to the deductible and balance billing                                                                             | Covered at 50%, subject to the deductible                                                                                                                                               | Covered at 50%, subject to the deductible and balance billing                                                                                                                                               | Covered at 100%, subject to the deductible                                                                                                                                               | Covered at 100%, subject to the deductible and balance billing                                                                                                                                               |
| Accidental Dental - Outpatient Surgical     | Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible | Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible | Covered at 75% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible                                               | Covered at 50% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible                                                                   | Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible                                               | Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible                                                                   |

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

# ATTACHMENT 11



**CME**  
Associates, Inc.

491 Elmgrove Road, Suite 600  
Rochester, New York 14606  
(585) 254-8740  
(585) 254-1351 (Fax)

[www.cmeassociates.com](http://www.cmeassociates.com)

October 26, 2017

**Town of Canandaigua (Client)**

5440 Routes 5 and 20 West  
Canandaigua, New York 14424  
Tel.: 585-394-3300  
Cell: 585-394-3767  
Email: [jfletcher@townofcanandaigua.org](mailto:jfletcher@townofcanandaigua.org)

Attn: Mr. James Fletcher  
Highway and Water Superintendent

Re: Construction Materials Testing & Special Inspection Services  
Town of Canandaigua Highway Garage  
Canandaigua, New York  
**CME Proposal/Agreement No.: 03.5258R**  
Page 1 of 2

Dear Mr. Fletcher:

**CME** Associates, Inc. (**CME**) is pleased to provide the **Town of Canandaigua** (Client) with this Unit Fee Proposal for Construction Materials Testing & Special Inspection Services.

We understand the scope of work to include geotechnical observations, in-place field density testing, fresh concrete testing, masonry inspection, reinforcing steel inspection, structural steel inspection and associated laboratory testing services.

**CME's** relationship with the **Town of Canandaigua** is expected to be in conformance with the attached "*Standard Terms & Conditions for Technical Services Agreement*". Please review these terms to verify your understanding of everyone's responsibilities and the general conditions of our agreement.

These services will be provided from **CME's** AMRL<sup>1</sup> Accredited Rochester Facility under the responsible charge of Peter A. Schedel, Division Manager with technical supervision by Project Engineer Gordon J. Toleman, P.E., a New York Licensed Professional Engineer.

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<sup>1</sup> **AMRL** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory, a Federal Agency having jurisdiction to assess Laboratory competency according to the Standards of the United States. **CME's** Rochester accreditation includes tests of Portland Cement Concrete, Concrete Aggregates, Masonry and Soil Materials. [www.amrl.net](http://www.amrl.net)



Please find our unit fees for services on the furnished proposal sheet. Please note that we can see an ability to save on the estimated cost by assigning one inspector to multi-task in numerous titles at one time.

**Special Conditions**

All rates are portal-to-portal from CME’s Rochester, New York Office. The above rates include electronic reporting (e-reporting) through CME’s Online Reporting System. The minimum field service charge is one-half day, and if the service time transcends the noon hour, it will be considered a full-day. Hourly pricing is rounded up to the next whole hour for field services. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium time work. Please schedule for on-site testing services no later than 4:00 p.m. one business day before the service is needed. A 50% premium charge will be applied to on-site services rendered on a same-day basis, which are not scheduled according to the above requirements. Please note that our standard turn-around time for most laboratory tests is about 5 business days. If you require expedited turn-around time for any laboratory test, an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 1.75; 1 day-unit fee x 2. Please schedule sample pick-up services accordingly.

Thank you for requesting a proposal from CME. If the Town of Canandaigua desires to engage CME for the services as described in the attached Terms and Conditions and this Proposal, please execute below and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, each of which is incorporated herein. By execution thereof, CME and Client warrant that he/she has full authority to act for, in the name, and on behalf of, CME and Client.

Please feel free to contact us if you have any questions or if we may be of further assistance to you.

Respectfully submitted,  
CME Associates, Inc.

Peter A. Schedel  
Division Manager

Jeanne M. Cook  
Office Manager

**Town of Canandaigua (Client)**

\_\_\_\_\_  
Client Signature Designates Agreement

\_\_\_\_\_  
Date Signed (Agreement Date)

\_\_\_\_\_  
Printed Name and Title

Attachments: *Proposal Sheet (3 pages)*  
*Standard Terms and Conditions for Technical Services Agreement (3 pages)*

/jc

**Testing Firm**

CME Associates, Inc.

**Base Location (for this project)**

491 Elmgrove Road, Rochester, NY 14606

**Estimated Travel Time (one-way)**

45 Minutes

**Estimated Miles (one-way)**

38 Miles

Peter A. Schedel, Division Manager  
Project Manager (print)

Peter A. Schedel / 6-12-17  
(signature) (date)

Gordon J. Toleman, P.E.  
Professional Engineer Supervisor

[Signature] / 6/12/17  
(signature) (date)

**Rates for Qualified Personnel:**

|                                         |                          |
|-----------------------------------------|--------------------------|
| Project Manager (PM)                    | <u>\$65.00</u> per hour  |
| Field Technician (FT)                   | <u>\$300.00</u> per day  |
| Special Inspector (SI)                  | <u>\$395.00</u> per day  |
| Certified Steel/Welding Inspector (AWS) | <u>\$550.00</u> per day  |
| Geotechnical Engineer (GE)              | <u>\$110.00</u> per hour |
| Licensed Professional Engineer (PE)     | <u>\$110.00</u> per hour |

**Basis of Estimate:**

Minimum service charge is 2 hours on site, normal day-time hours, Mon-Fri.  
All time spent on site beyond 2 hours shall be billed every hour based on a prorated day rate.  
One (1) day is defined as a continuous 8 hour period on site.  
Trip fees shall be inclusive of labor and mileage.  
Invoices for labor on site shall be for time on site ONLY and NOT portal to portal.  
Overtime multiplier shall be applied to work time exceeding 8 hours per day and Sat./Sun./Holidays

Town of Canandaigua, NY  
 Highway Garage 2017  
 Preliminary Special Inspection Scope

Field Scope

| Field Service Work                                                                                                                                        | Minimum Qualifications | Rate     | Unit | Prelim. Estimate Quantity | Prelim. Estimate Cost |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------|------|---------------------------|-----------------------|
| <b>GENERAL</b>                                                                                                                                            |                        |          |      |                           |                       |
| Project Mgmt and Coordination                                                                                                                             | PM                     | \$65.00  | HR   | 24                        | \$1,560.00            |
| Project Documents Review                                                                                                                                  | PM                     | \$65.00  | HR   | 8                         | No Charge             |
| Test Data Review                                                                                                                                          | PM                     | \$65.00  | HR   | 24                        | No Charge             |
| Meeting Attendance                                                                                                                                        | PM                     | \$65.00  | HR   | 12                        | \$780.00              |
| <b>SOIL</b>                                                                                                                                               |                        |          |      |                           |                       |
| Soil Density/Moisture w/ Nuclear Methods                                                                                                                  | FT                     | \$300.00 | *DAY | 30                        | \$9,000.00            |
| <b>CONCRETE</b>                                                                                                                                           |                        |          |      |                           |                       |
| Verify Mix Design / Collect Tickets/<br>Observe Concrete Placement Methods/<br>Concrete Cylinder Test Specimens per<br>ASTM C-31,138,143,172,173,231,1064 | FT                     | \$395.00 | *DAY | 27                        | \$10,665.00           |
| <b>MASONRY</b>                                                                                                                                            |                        |          |      |                           |                       |
| Observe Masonry Installation                                                                                                                              | FT                     | \$395.00 | *DAY | 20                        | \$7,900.00            |
| Observe Grout Installation                                                                                                                                | FT                     | \$395.00 | *DAY | 10                        | \$3,950.00            |
| Take Grout/Mortar Test Specimens (incl)                                                                                                                   |                        |          |      |                           |                       |
| <b>STRUCTURAL STEEL &amp; WELDING</b>                                                                                                                     |                        |          |      |                           |                       |
| Welder Qualifications and Procedures<br>(shop and field)                                                                                                  | AWS                    | \$550.00 | *DAY | N/A                       | No Charge             |
| Materials Verifications/Observe installation                                                                                                              | SI                     | \$550.00 | *DAY | 18                        | \$9,900.00            |
| High-Strength Bolt Testing                                                                                                                                | SI                     | \$550.00 | *DAY | N/A                       | No Charge             |
| <b>GEOTECH ENGINEER</b>                                                                                                                                   |                        |          |      |                           |                       |
| Site Specific Issues                                                                                                                                      | GE                     | \$110.00 | HR   | 16                        | \$1,760.00            |
| Bearing Grade Observation                                                                                                                                 | GE                     | \$110.00 | HR   | 40                        | \$4,400.00            |
| Data Collection and Analysis                                                                                                                              | PE                     | \$110.00 | HR   | 16                        | No Charge             |
| Report w/ Recommendations                                                                                                                                 | PE                     | \$110.00 | HR   | 16                        | \$1,760.00            |

\*Refer to Basis of Estimate on Cover Page

**A. Field Service Work Subtotal \$51,675.00**

Town of Canandaigua, NY  
 Highway Garage 2017  
 Preliminary Special Inspection Scope

Lab Scope

| Lab Service Work                      | Reference Test | Frequency  | Unit Fee            | Prelim. Estimate Quantity | Prelim. Estimate Cost |
|---------------------------------------|----------------|------------|---------------------|---------------------------|-----------------------|
| <b>SOIL</b>                           |                |            |                     |                           |                       |
| Particle Size Analysis                | ASTM D422      | per test   | \$65.00             | 8                         | \$520.00              |
| Density Tests                         | ASTM D1557     | per test   | \$110.00            | 8                         | \$880.00              |
| Fill Qualification Test               | AASHTO         | per source | No Charge           | 4                         | No Charge             |
| <b>CONCRETE</b>                       |                |            |                     |                           |                       |
| Compressive Strength Test             | ASTM C39       | per test   | \$10.00             | 30                        | \$300.00              |
| <b>MASONRY</b>                        |                |            |                     |                           |                       |
| CMU ***PER UNIT                       | C140           | per test   | \$37.50             | 1                         | \$37.50               |
| Grout                                 | C1019          | per test   | \$15.00             | 6                         | \$90.00               |
| Mortar                                | C109           | per test   | \$8.00              | 6                         | \$48.00               |
| <b>MISC.</b>                          |                |            |                     |                           |                       |
| Nuclear Meter                         |                | per day    | \$50.00             | 30                        | \$1,500.00            |
| Concrete Cure Box                     |                | per day    | No Charge           | 81                        | No Charge             |
| Torque Wrench                         |                | per day    | No Charge           |                           | No Charge             |
| Trip fee- Soil & Concrete work        |                | per trip   | \$95.00             | 57                        | \$5,415.00            |
| Trip fee- Steel, Welding work         |                | per trip   | \$95.00             |                           | \$0.00                |
| Trip fee- Geotech, PE, PM             |                | per trip   | \$95.00             | 3                         | \$285.00              |
| Sample Pick-up (without testing work) |                | per trip   | \$95.00             | 27                        | \$2,565.00            |
| Admin Fee and Reporting               |                | per hour   | No Charge           | 40                        | No Charge             |
| OT Multiplier                         |                | per hour   | 1.5% of Hourly Rate |                           | 1.5% of Hourly Rate   |

**B. Lab Service Work Subtotal** \$11,640.50

**TOTAL BUDGET (A + B)** \$63,315.50

# STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 1 of 3

## 1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

## 2.0 CLIENT RESPONSIBILITIES

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

## 3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that actual conditions may vary from those encountered at the locations where sampling, testing or observations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for its data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

**Client: Town of Canandaigua**  
**CME Proposal/Agreement No.: 03-5328R**



## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 2 of 3

**3.2 INSURANCE-CME** shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

**3.3 LIMITATION OF LIABILITY-CME** and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

**3.4 INDEMNITY-Client** shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

**3.5 PAYMENT-Client** will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for liening or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

**3.6 CONSTRUCTION PHASE-CME** may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

**3.6.1** CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

**3.6.2** CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner,

**Client: Town of Canandaigua**  
**CME Proposal/Agreement No.: 03-5328R**



## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 3 of 3

Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

**3.7 HAZARDOUS ENVIRONMENTAL CONDITIONS**-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

**3.8 SAFETY**-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

**3.9 SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

**3.10 ACCEPTANCE WITHOUT SIGNATURE**-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are not applicable to this Agreement and CME's involvement in the Project.

**3.11 LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

**3.12 SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

**3.13 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

**3.14 TERMINATION**-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

**3.15 DISPUTE RESOLUTION**-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

**3.16 FORCE MAJEURE**-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**3.17 CAPTIONS AND HEADINGS**-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

**3.18 ENTIRE AGREEMENT**-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

**Client: Town of Canandaigua**  
**CME Proposal/Agreement No.: 03-5328R**



# ATTACHMENT 12

**ANNUAL DRINKING WATER QUALITY REPORT FOR 2018**  
**BRISTOL-CANANDAIGUA WATER DISTRICTS**  
PWS ID Numbers NY 3430008 and NY3430041

**Introduction**

We are pleased to present to you this year's Annual Water Quality Report. This report is designed to inform you about the quality water and services we deliver to you every day. The purpose of this report is to provide information about the quality of water that we provide to you. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. Last year, in the Towns of Bristol and Canandaigua your tap water met all State drinking water health standards. We are committed to ensuring the quality of your water. If you have any questions about this report or concerning your water utility, please contact either:

|                                            |                                             |                       |
|--------------------------------------------|---------------------------------------------|-----------------------|
| <b>Town of Bristol:</b>                    | <b>James Fletcher, Water Superintendent</b> | <b>(585) 394-3300</b> |
| <b>Town of Canandaigua:</b>                | <b>James Fletcher, Water Superintendent</b> | <b>(585) 394-3300</b> |
| <b>New York State Department of Health</b> | <b>Geneva District Office</b>               | <b>(315) 789-3030</b> |

We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled Town Board Meetings. The meetings are held:

**Town of Bristol:**                    **The second Monday of each month at 7:30 p.m. at the Bristol Town Hall located at 6740 County Road 32, Canandaigua, New York.**

**Town of Canandaigua:**        **The third Monday of each month at 6:00 p.m. at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, New York.**

**Where Does Our Water Come From?**

Our water source is surface water source, Canandaigua Lake. The Canandaigua Town Consolidated Water Districts is supplied from City of Canandaigua. The City of Canandaigua operates a Water Filtration Plant located on West Lake Road in the Town of Canandaigua. After filtration, carbon can also be added for taste and odor control. The water is disinfected by injection of liquid chlorine, sodium hydroxide is added for pH control to reduce corrosion in the distribution system and then fluoride is added before being pumped to the distribution system. The treated water enters the Town of Canandaigua Water Districts through meter pits located at the City of Canandaigua line or at the connection point with the City of Canandaigua's transmission main. The Town of Canandaigua Consolidated Water District supplies treated water from the City of Canandaigua to the Town of East Bloomfield through a meter pit located at the Canandaigua-East Bloomfield town line. Also, the Town of Canandaigua Consolidated Water District supplies treated water from the City of Canandaigua to the Bristol Water District Extension #1 through a pump station located on Goodale Road in the Hamlet of Cheshire.

New York State Department of Health has completed a source water assessment for Canandaigua Lake with the following results:

This assessment found a moderate susceptibility to contamination for this source of drinking water. The amount of agricultural lands in the assessment area results in elevated potential for protozoa, phosphorus, DBP precursors, and pesticides contamination. While there are some facilities present, permitted discharges do not likely represent an important threat to source water quality based on their density in the assessment area. However, it appears that the total amount of wastewater discharged to surface water in this assessment area is high enough to further raise the potential for contamination (particularly for protozoa). There is also noteworthy contamination susceptibility associated with other discrete contaminant sources, and these facility types include: IHWS, CBS, landfills, mines, RCRA, and TRI.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity.

Contaminants that may be present in source water include:

- > **Microbial contaminants**
- > **Inorganic contaminants**
- > **Pesticides and herbicides**
- > **Organic chemical contaminants**
- > **Radioactive contaminants**

## Facts and Figures

- The **Town of Canandaigua Water Districts** purchases its water separately from the City of Canandaigua and serves approximately 10,230 people through 2,611 service connections. The total water purchased in 2018 was 204 million gallons. The daily average to the Distribution System was 559,000 gallons per day. The single highest day was 1,027,600,000 gallons. The amount of water sold to customers was 185,025,000 million gallons. Approximately 20,377,689 gallons of water was lost due to water leaks, water main breaks, gallons flush out of water mains, fire hydrants and fight fires. In 2018, water customers were charged a minimum quarterly bill of \$25.38 for a ¾ inch meter, for the first 6,000 gallons of water. After that it is \$ 4.64 per thousand gallons of water used.

The **Town of Bristol Water District** purchases its water from the Town of Canandaigua and serves approximately 203 people through 60 service connections. The total water purchased in 2018 was 5,767,000 gallons. The daily average to the Distribution System was 13,000 gallons per day. The single highest day was 45,980 gallons. The amount of water sold to customers was 3,858,000 gallons. 1,909,000 gallons of water was used to flush water mains constantly due to stage two disinfection by product, flush fire hydrants, watering dirt roads etc. In 2018 water customers were charged \$ 27.84 for the first 6,000 gallons of water for a ¾ inch water meter and any additional usage over 6,000 gallons is \$4.64 per 1,000 gallons.

## Information on Fluoride Addition

Our system is one of the many drinking water systems in New York State that provides drinking water with a controlled, low level of fluoride for consumer dental health protection. Fluoride is added to your drinking water by the City of Canandaigua before it is delivered to the Canandaigua Consolidated, West Lake Benefit Basis, Canandaigua Bristol and Bristol water system. According to the United States Centers for Disease Control, fluoride is very effective in preventing cavities when present in drinking water at an optimal range from 0.8 to 1.2 mg/l (parts per million). To ensure that the fluoride supplement in your water provides optimal dental protection, the State Department of Health requires that the City of Canandaigua monitor fluoride levels on a daily basis. During 2015 monitoring showed fluoride levels in your water were in the optimal range 100% of the time. None of the monitoring results showed fluoride at levels greater than the 2.2 mg/l MCL for fluoride.

## Are There Contaminants In Our Drinking Water?

In order to ensure that tap water is safe to drink, we routinely test your drinking water. The New York State Department of Health and the Environmental Protection Agency prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, and synthetic organic compounds. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

In accordance with State regulations, the **City of Canandaigua** routinely monitors your drinking water for numerous contaminants. They test your drinking water for coliform bacteria, turbidity, inorganic contaminants, lead and copper, nitrate, volatile organic contaminants, total trihalomethanes, and synthetic organic contaminants. The table presented below depicts which contaminants were detected in your drinking water. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary



| <b>Volatile Organic Contaminants</b>                |     | <i>Year</i> | <i>Avg.</i> | <i>Range</i> |  | <i>Max.</i> |                                           |
|-----------------------------------------------------|-----|-------------|-------------|--------------|--|-------------|-------------------------------------------|
| <b>TTHM (ppb)</b><br><b>[Total trihalomethanes]</b> |     |             |             |              |  |             | By-product of drinking water chlorination |
| <b>Stage 2: Canandaigua Consolidated</b>            |     |             |             |              |  |             |                                           |
| <b>Cooley site</b>                                  | NO  | 2017        | 67.0 AVG.   | 41-85        |  | 80          |                                           |
| <b>Onanda Site</b>                                  | No  | 2017        | 70.5 AVG.   | 41-85        |  | 80          |                                           |
| <b>Town of Bristol***</b>                           | YES | 2017        | 82.75       | 41-85        |  | 80          |                                           |

|                                      |    |      |         |       |     |    |                                                    |
|--------------------------------------|----|------|---------|-------|-----|----|----------------------------------------------------|
| <b>Total Halo acetic Acids (ppb)</b> |    |      |         |       |     |    | Discharge from metals, plastic or fertilizer plant |
| <b>Stage 2:</b>                      |    |      |         |       |     |    |                                                    |
| <b>Canandaigua Consolidated</b>      |    |      |         |       |     |    |                                                    |
| <b>Cooley Site</b>                   | No | 2017 | 32 avg. | 25-50 | N/A | 60 |                                                    |
| <b>Onanda Site</b>                   | No | 2017 | 31 avg. | 25-50 | N/A | 60 |                                                    |
| <b>Town of Bristol</b>               | No | 2017 | 40 avg. | 25-50 | N/A | 60 |                                                    |

## Notes:

\*\* Turbidity is a measure of the cloudiness of the water. Canandaigua City monitors it because it is a good indicator of the effectiveness of our filtration system.

\*\*\* The result of the required sample collected for the year 2017 placed the water district in violation. A letter was sent to the residents of the town of Bristol in 2018 and a letter will be sent every quarter until the levels are below 80.

> 0 site(s) out of 30 above the Action Level for Copper.

> 0 site(s) out of 30 above the Action Level for Lead.

## Definitions:

**Non-Detects (ND)** - laboratory analysis indicates that the constituent is not present.

**Action Level** - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Treatment Technique (TT)** - A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

**Maximum Contaminant Level** - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCLG's as feasible using the best available treatment technology.

**Maximum Contaminant Level Goal** - The "Goal" (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLG's allow for a margin of safety.

**Maximum Residual Disinfectant Level (MRDL)** - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG)** - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLG's do not reflect the benefits of the use of disinfectants to control microbial contamination.

**Parts per million (ppm) or Milligrams per liter (mg/l)** - one part per million corresponds to one minute in two years or a single penny in \$10,000.

**Parts per billion (ppb) or Micrograms per liter** - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

**Nephelometric Turbidity Unit (NTU)** - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

**Picocuries per liter (pCi/l)** - A measure of radioactivity in water.

**Locational Running Annual Average (LRAA)** – average of samples at a location for year on a rolling basis

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

## What Does This Information Mean?

As you can see by the table, our system had no violations. We're proud that your drinking water meets or exceeds all Federal and State requirements. We have learned through our monitoring and testing that some constituents have been detected. The EPA has determined that your water IS SAFE at these levels.

## Microbiological Contaminants:

- (1) **Total Coliform** - Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially-harmful, bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems.
- (3) **Turbidity** - Turbidity has no health effects. However, turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches.

## **Inorganic Contaminants:**

(17) **Lead** - As you can see by the table, our system had no violations.

Infants and young children are typically more vulnerable to lead in drinking water than the general population. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested and flush your tap for 30 seconds to 2 minutes before using tap water. Additional information is available from the Safe Drinking Water Hotline (1-800-426-4791).

## **Do I Need to Take Special Precautions?**

Some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

## **Why Save Water and How to Avoid Wasting It?**

Although our system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- saving water saves energy and some of the costs associated with both of these necessities of life;
- saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential fire fighting needs are met.

You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:

- Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- Turn off the tap when brushing your teeth.
- Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it up and you can save almost 6,000 gallons per year.
- Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.
- Use your water meter to detect hidden leaks. Simply turn off all taps and water using appliances, and then check the meter after 15 minutes. If it moved, you have a leak.

## **System Improvements**

## **\*Monitoring Violations:**

Bristol WD #1 is required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards. During August 2018 the level of TTHM stage two disinfection by products exceeded the maximum limits. A letter was mailed to all the property owners in the town of Bristol and the town Superintendent was also notified.

Canandaigua Consolidated water district had one positive sample of coliform. The town resampled the area in the water district again as policy and had negative results.

## **Closing**

Thank you for allowing us to continue to provide your family with quality drinking water this year. We ask that all our customers help us protect our water sources, which are the heart of our community. Please call our office if you have questions.

- > Town of Canandaigua Jim Fletcher (585) 394-3300
- > Town of Bristol, Jim Fletcher (585) 394-3300
- > New York State Department of Health (315) 789-3030

## **This Report Covers Public Water Supply ID Numbers:**

|                      |                                            |         |
|----------------------|--------------------------------------------|---------|
| Town of Bristol:     | Bristol Water District Extension Number 1: | 3430041 |
| Town of Canandaigua: | Canandaigua Consolidated Water District:   | 3430008 |

# ATTACHMENT 13



# DAVIS-ULMER

Sprinklers • Suppression • Fire Alarm • Security



## Inspection Agreement

Effective **March 19<sup>th</sup>, 2019** and subject to all terms, conditions, and limitations specified in this Agreement, Town of Canandaigua (“Customer”) hereby engages Davis-Ulmer Sprinkler Company, Inc. (“Company”) to perform inspection services at the premises specified in Section I below (the “Property”), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

### SECTION I – CUSTOMER & PROPERTY INFORMATION

**Property:** Town of Canandaigua – Maint Garage      **Billing Address** (If different from Property):  
**Address:** 5440 Route 5 & 2      Same  
Canandaigua, NY, 14424  
**Attn:** Jim Fletcher  
**Phone:** 585-394-3300  
**E-Mail:** jfletcher@townofcanandaigua.org  
**Inspection Agreement, April 2019-March 2022**  
**Property Owner** (If different from Customer):

If Customer is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below, and (ii) Customer authorizes Company to communicate the results of any inspection directly to the owner.

### SECTION II – INSPECTION

Customer engages Company-to perform a  
 single  monthly  **quarterly**  semi-annual  annual  other (see frequencies below)  
inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Systems to be inspected:

**(1) Wet Sprinkler System – quarterly**

The Scope(s) of Work are included. Actual inspection date(s) will be determined by Company.

### SECTION III – TERM, INSPECTION FEE, AND PAYMENT

The term of this Agreement shall be for a period of **Three (3) years**.

Customer agrees to pay the **total annual sum** of **(\$480.00) Four Hundred Eighty Dollars and 00/100**. Customer will be invoiced following **each inspection** the sum of **(\$120.00) One Hundred Twenty Dollars and 00/100**. Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys’ fees.

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## **SECTION IV - OTHER TERMS AND LIMITATIONS**

1. This Agreement is for inspection services only. If Customer wants Company to make any repairs, alterations or replacements as a result of the inspection services performed pursuant to this Agreement, such work and the additional compensation to Company must be specified in a separate written agreement between Company and Customer.
2. Any additional system equipment added to the Property after the date of this Agreement or not otherwise specified in Section II of this Agreement is not included in the inspection services to be provided pursuant to this Agreement. Inclusion of any such other equipment will require execution of an amendment to this agreement and adjustment of the inspection fee.
3. The inspection services provided by Company pursuant to this Agreement are limited to an evaluation of the functionality of the equipment identified in Section II above. The Scope(s) of Work incorporated into this Agreement do not include observation of design or engineering deficiencies with any fire protection system. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
4. Company's inspection is limited to a visual inspection of external readily accessible parts of the system and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Customer understands and agrees that if the business is one that consists of multiple buildings or buildings with multiple rooms, including but not limited to hotels, motels, nursing and personal care homes, hospitals, apartment buildings, dormitories, office buildings and similar occupancies, the scope of work provided by Company does not include inspecting every sprinkler in every room for damage or obstructions, loading or any other deficiency. It is the Customer's responsibility to monitor conditions that would affect the operation of a sprinkler in event of a fire. It is also the responsibility of the Customer to notify Company if they feel a condition exists that may impact sprinkler operation. THEREFORE, BY CONDUCTING ITS INSPECTION UNDER THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
5. AS A MATERIAL INDUCEMENT FOR COMPANY TO PROVIDE THE SERVICES SPECIFIED IN THIS AGREEMENT AT THE INSPECTION FEE QUOTED IN THIS AGREEMENT, CUSTOMER AGREES THAT COMPANY'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES FURNISHED BY COMPANY, SHALL BE LIMITED TO THE LESSER OF \$1000.00 OR THE TOTAL CONSIDERATION ACTUALLY RECEIVED BY COMPANY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If Customer desires Company to accept an increased limit of liability for the services provided under this Agreement, Company will provide an alternate inspection fee quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon Company's and Customer's execution of a replacement agreement confirming the same and Customer's payment of the alternate fee.
6. The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system
7. Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
8. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Agreement or the services provided by Company pursuant to this Agreement.

9. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against or incurred by Company by any third party arising out of or related to this Agreement or the services provided by Company pursuant to this Agreement.
10. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
11. This Agreement may not be assigned by Customer without the written consent of Company.
12. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.
13. This Agreement constitutes the entire Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and Company.
14. Customer acknowledges Company is relying upon the accuracy of the information regarding Customer and the Property set forth in Sections I of this Agreement. Customer represents that all such information is complete and accurate as of the date on which this Agreement is signed by Customer. Customer will promptly advise Company in writing of any change to such information.
15. For multiple year agreements, acceptance of this agreement allows for a maximum of **5%** increase per year for rising operating costs. If an increase of more the 5% is necessary, Company will notify Customer in writing.
16. Davis-Ulmer Enterprise, or insert name for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Enterprise, or other name as needed.
17. Other inclusions, exclusions, or attachments (if any)

**SECTION V: THIRD PARTY AUTHORIZATION**

Customer requests and authorizes Company to provide the following designated third parties with the Report information outlined below:

**SECTION VI: ACCEPTANCE AND SIGNATURE**

*Customer: Town of Canandaigua*

*Davis-Ulmer Sprinkler Company, Inc.*

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: **Pete Mitrano**

TITLE: \_\_\_\_\_

TITLE: **Service Manager**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company. If required, a Credit Application is attached.

## Quarterly

### INSPECTION / TESTING OF WET PIPE FIRE SPRINKLER SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

### SCOPE OF WORK

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (Quarterly) Attempt to visually inspect all known valves, hydraulic placards, gauges, fire department connection from floor level only.
- (Annually) Operate all known control valves, and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Quarterly) Verify operation of audible alarms and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Annually) Sample test anti-freeze solution for specific gravity and freezing point (if equipped).
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

### Excluded Work:

- Visual inspection of systems or portions of in inaccessible spaces.
- Any and all NFPA, State, and local requirements in excess of above stated.

Licensed by the NYS Dept of State – UID# 12000178332, UID#12000281635, UID#12000259060

Rev. 10-04-11

# ATTACHMENT 14

# FAST Solutions™

Fastenal Automated Supply Technology

## FAST SOLUTIONS AGREEMENT / LOCKER LEASE GOVERNMENT

Customer hereby grants Fastenal the exclusive right to install FASTENAL Vending Solutions (identified herein as FVS units or FVS equipment). The FVS Equipment may only be stocked with Fastenal supplied and distributed products. FASTENAL agrees to be responsible for all standard maintenance and repair of the FVS equipment (blatant or willful damage or destruction by Customer excluded, but liability not to exceed \$10,000 per unit) including refilling of vended products for the term of this Contract. FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment.

- 1) **Ownership:** Fastenal shall maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability with 30 days notice. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) **Connectivity:** The Customer shall timely provide all electrical and internet connections required for operation at no cost to FASTENAL. If a FASTENAL supplied Aircard is used to establish an internet connection for the FVS units, Customer will be subject to an annual fee of \$120 per control board, billable as FAST Solutions Program Fees, invoiced 90 days after FVS installation and on each subsequent twelve month installation anniversary date. Customer agrees that Fastenal will not be responsible or liable for any delays, interruptions, defaults or outages with the Aircard internet connection. The Aircard connection must be utilized only in connection with the FVS Equipment and FASTENAL will not be responsible or liable for any unauthorized use of the Aircard connection by Customer.
- 3) **Equipment:** For the FVS equipment specifically identified as Locker units, the parties understand that the Customer may utilize the check in and checkout features for goods not distributed by Fastenal. The parties will mutually agree to the type and quantity of such goods vended from the Locker units or Sensor Lockers. The Sensor Lockers are dispense only, check in/check out is not an option on these units. Due to the weight of the FAST 10000 and Sensor Locker units, the installation location of these units must be accessible with a forklift or pallet jack. FASTENAL's FVS equipment is not NFPA rated and Customer waives any claims against FASTENAL pertaining to CUSTOMER's decision to stock hazardous materials in the FVS equipment.
- 4) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without Fastenal's written permission.
- 5) **Title to Products, Risk of Loss and Taxes:** Customer will retain title and ownership of product once product is purchased from Fastenal and placed in machine for dispensing.
- 6) **Product Pricing, Payment and Software Fees:**  
**Product Pricing:** Prices are subject to Contract # PC67227 Aircard # 22918 (please indicate what Govt. contract customer is utilizing) with NYS Contract (please indicate what entity holds this contract). If unknown or not utilizing a contract, Customer can fill in "N/A". Prices for dispensed items may be negotiated to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.  
**Payment:** FASTENAL will invoice Customer upon delivery for products when stocked in the FVS unit. Payment for products sold thru FVS equipment will be made by Customer within Net 30 days after invoice. If Customer issues FASTENAL a Blanket Purchase Agreement or Blanket Purchase Order that is equal to or greater than the amount on page two "Total Good Faith Expected Spend Increase", the Customer will qualify for the FVS units at no cost. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS units in accordance to the expected spend associated with the FVS units.  
**Software Fees:** If after one year of installation the "Total Good Faith Expected Spend Increase" is not met, FASTENAL reserves the right to charge the Customer an Annual Software Fee of \$480 per control board. Applicable Software Fees will be invoiced annually on each Installation anniversary date. Customer will be subject to the terms and of the 'End-User License Agreement for Vendor Software' when using the FVS equipment.
- 7) **Limitation of Liability:** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8) **Lease Equipment:** For the FVS equipment specifically identified as Locker Lease units, the parties understand that the Customer may only utilize the check in and checkout features of the Locker unit for non-MRO goods not distributed by Fastenal.
- 9) **Locker Lease Fee:** The Lease fee will be invoiced upon installation and quarterly thereafter for all installed FVS equipment in accordance with the fee table below. If this Agreement is terminated during Year 1, FASTENAL will charge a fee equivalent to the remaining months of the Total Monthly Lease Fee at the time of termination of Year 1. If this Agreement is terminated during Years 2 or 3, FASTENAL will charge a fee equivalent to 3 months of the Total Monthly Lease Fee at the time of termination.

10) Order number of Standard Program units here. See Product Line card for available configurations.

| <u>Machine Type</u>    | <u># of Units</u> | <u>Good Faith Monthly Expected Increase per unit</u> | <u>Machine Type</u>            | <u># of Units</u> | <u>Good Faith Monthly Expected Increase per unit</u> |
|------------------------|-------------------|------------------------------------------------------|--------------------------------|-------------------|------------------------------------------------------|
| FAST 5000              | 1                 | \$2,000                                              | 2 Door Vertical Locker         |                   | \$1,500                                              |
| FAST 3000              |                   | \$1,000                                              | 2 Door Horizontal Locker       |                   | \$1,500                                              |
| Stand Alone Controller |                   | Does Not Apply                                       | 4 Door Locker                  |                   | \$1,500                                              |
| 3 Door Locker          |                   | \$250                                                | FAST 10000 Single Door Cabinet |                   | \$2,500                                              |
| 12 Door Locker         |                   | \$250                                                | FAST 10000 Door-Drawer Combo   |                   | \$2,500                                              |
| 18 Door Locker         | 1                 | \$1,500                                              | FAST 10000 Drawer Unit         |                   | \$3,000                                              |
| 27 Door Locker         |                   | \$1,800                                              | 18 Door Sensor Locker          |                   | \$1,800                                              |
| 30 Door Locker         |                   | \$1,900                                              | 24 Door Sensor Locker          |                   | \$2,000                                              |
| 36 Door Locker         |                   | \$2,100                                              | 27 Door Sensor Locker          |                   | \$2,200                                              |

11) Order number of Lease Program units here.

| <u>Machine Type</u>              | <u># of Units</u> | <u>Monthly Software Fee per unit</u> | <u>Monthly Lease Fee per unit</u> |
|----------------------------------|-------------------|--------------------------------------|-----------------------------------|
| Stand Alone Controller           |                   | \$40                                 | Does Not Apply                    |
| Lockers units                    | 3 Door            | Does Not Apply                       | \$50                              |
|                                  | 12 Door           | Does Not Apply                       | \$45                              |
|                                  | 18 Door           | Does Not Apply                       | \$150                             |
|                                  | 27 Door           | Does Not Apply                       | \$200                             |
|                                  | 30 Door           | Does Not Apply                       | \$210                             |
|                                  | 36 Door           | Does Not Apply                       | \$240                             |
| Outdoor Locker (with Controller) |                   | \$40                                 | \$240                             |
| Outdoor Locker 12 door Add-on    |                   | Does Not Apply                       | \$160                             |

Existing Customer Acct # VCNY0075 Required Vending Account: \_\_\_\_\_

Customer Name: Town of Canandaigua

Physical Address of Machine: 5440 Route 5320

City Canandaigua State NY Zip 14424

Phone 585-394-1120 FAX 585-394-9476

Customer Contact Name Jim Burke

Customer Contact Email J.Burke@TownofCanandaigua.com

Customer Contact Phone 585-394-1120

★ Authorized Customer Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Fastenal District Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

5 Letter Store Code \_\_\_\_\_

# ATTACHMENT 15

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND  
THE TOWN OF EAST BLOOMFIELD RELATED TO THE PROVISION OF WATER

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This Intermunicipal Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_,  
2019 between the TOWN OF CANANDAIGUA, a municipal corporation located in  
Ontario County, in the State of New York, hereinafter referred to as “Canandaigua,” and  
the TOWN OF EAST BLOOMFIELD, a municipal corporation located in Ontario County,  
in the State of new York, hereinafter referred to as “East Bloomfield.”

WHEREAS, East Bloomfield desires to purchase surplus water produced by the  
City of Canandaigua via the transmission facilities of the Town of Canandaigua for the  
use and benefit of the present and future residents of the duly established district in said  
Town of East Bloomfield, and

WHEREAS, Canandaigua owns and maintains a water transmission system and  
also operates water district distribution mains, storage and pumping facilities in the  
Town of Canandaigua, and

WHEREAS, Canandaigua is willing to transmit surplus water to East Bloomfield,  
subject to the Town of Canandaigua being able to procure same from the City of  
Canandaigua, and

NOW, THEREFORE, in consideration of the mutual conditions and agreements  
herein contained, and pursuant to the authority granted by the resolutions, respectively  
of the Town Board of the Town of East Bloomfield, dated \_\_\_\_\_, and of  
the Town Board of the Town of Canandaigua, dated \_\_\_\_\_, the parties  
hereto agree as follows:

1. Canandaigua shall maintain the vault and master water meter at the point designated shown on plans and specifications dated September, 1971 as prepared by Hershey, Malone & Associates.
  - a. Canandaigua shall pay electric costs for said water meter.
  - b. Canandaigua shall maintain the vault and master water meter.
  - c. Canandaigua shall be responsible for reading the master meter and inspecting the vault and master meter.
  - d. East Bloomfield shall be responsible for all costs of replacement for the master water meter if necessary.
2. East Bloomfield agrees to pay for all such surplus water furnished hereunder at the wholesale rate of the City of Canandaigua plus \_\_\_\_\_ per thousand gallons transmission charge to Canandaigua as shown by the Master Meter, which meter shall be read by a duly licensed agent of Canandaigua at such time or times as shall be required by Canandaigua and payments for the water shall be made to Canandaigua within forty five (45) days after receipt of the bill.
3. East Bloomfield shall not draw more than 125,000 gallons of water per day without the consent of Canandaigua.
4. Canandaigua agrees to transmit a maximum of 125,000 gallons per day at normal working pressures to East Bloomfield for use within East Bloomfield at the rate hereinabove set forth. The quality of said water shall be the same as furnished to its other consumers.
5. This Agreement shall take effect immediately upon the execution hereof by the parties hereto and shall continue in full force and effect until May 1, 2029, and

shall be renewed automatically for five year periods thereafter, unless sooner terminated by either Town upon ninety (90) days written notice prior to the ten year anniversary date or any five year anniversary date thereafter.

- 6.** Canandaigua reserves the right to inspect any and all installations made by East Bloomfield and if at any time it appears that the master meter is out of order and/or large amounts of water are being wasted through neglect of proper repairs, or otherwise, Canandaigua reserves the right to discontinue service upon thirty (30) days notice in writing, if the waste is not corrected within such period. The charge for any water used for any period of time when the master meter may be out of service for any reason shall be based on the average usage for the previous four quarters.
- 7.** East Bloomfield shall indemnify and hold harmless Canandaigua from any and all claims for damages to person or property arising from or out of the transmission of water by Canandaigua under this agreement, or out of the use of said water, or out of the construction, installation, maintenance, repair, replacement or reconstruction of any portion of the water system within East Bloomfield from the point at which the master meter is connected with the Canandaigua main, unless such damages are occasioned by the negligence of Canandaigua agents and employees.
- 8.** Canandaigua reserves the right to change the rates charged for transmission of water as hereinbefore established, upon ninety (90) days notice, in writing, prior to the effective date of such change.

**9.** Canandaigua shall not be liable for any delay, interruption or failure in the transmission of water hereunder to the master meter which may be due to Canandaigua having an insufficient quantity of water on hand due to drought, flood, or failure of the City of Canandaigua to supply Canandaigua ample surplus water, or which may be due to any strike, labor trouble, riot, war, attack, or disabling of machinery, equipment, or other applications or other causes whatsoever.

**10.** East Bloomfield shall abide by all rules and regulations of Canandaigua or its departments, State and Federal agencies now in existence or which may at any future time become effective, relative to the use or transmission of water, and the same shall be deemed to be a part of this agreement, and Canandaigua, through its officers, servants, agents, and employees, shall have the right to make inspections to determine whether the provisions of said rules and regulations and the terms of this Agreement are being fully complied with.

**11.** Both Towns recognize that the City of Canandaigua is supplier and East Bloomfield will not hold liable Canandaigua if the City of Canandaigua fails or refuses to supply the agreed to quantities of water to Canandaigua.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their corporate seals to be hereunto affixed, and these presents to be duly executed by their duly authorized officers as of the day and year first written above.

TOWN OF CANANDAIGUA

TOWN OF EAST BLOOMFIELD

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ATTEST:

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TOWN CLERK

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ATTEST:

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TOWN CLERK

# ATTACHMENT 16

Any costs incurred by the Town or its representatives associated with the verification of substitute equipment and materials will be the responsibility of the Developer.

4.

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## 4.2 INSTALLATION OF IMPROVEMENTS

### A. ROADS, GUTTERS AND SIDEWALKS

#### 1. General

- a) The Contractor shall not construct any surface improvements until the underground utilities have been installed, tested and approved by the Town.
- b) The Contractor shall obtain the necessary compaction densities as specified. All surface improvements shall be constructed to the shape and dimensions as shown on the typical sections (Appendix H) or on the approved plans.
- c) A greater road thickness and base may be required in those areas where particular soil conditions or traffic patterns require special considerations.

### B. ROADS

#### 1. General

The following general rules apply:

- a) Underground utilities will be designed to be constructed outside the pavement area where possible.
- b) ~~Where roads are designed on earth embankments or where utility trenches cross the pavement area, the area shall be compacted to 95% of the maximum dry density. The developer is required to provide third party compaction tests on any section of the road and forward the results to the Town Highway Superintendent. These tests shall be based on AASHTO Standard T 180, Method C. Field density tests shall be done by AASHTO Standard T 147.~~
- b) If groundwater, poor soil conditions, or any suspect ground conditions are encountered in the road base, the contractor shall remove such conditions and install drain pipe and/or crusher run stone to obtain a stable base.
- c) The contractor shall not proceed with the base construction until all underground utilities or casings affecting the road area are installed, tested, and approved by the Town.

~~e) The subgrade shall be shaped to proper grades and compacted with a minimum of a 10-ton, three-wheeled roller or vibra-roller or as required by the Town of Canandaigua Highway Superintendent.~~

All materials used for road construction shall conform to the latest Standard Specifications Construction and Materials of the New York State Department of Transportation Division of Construction and all revisions thereafter.

d)

## 2. Compaction

Compaction densities specified herein shall be the percentage of the maximum density obtainable at optimum moisture content as determined and controlled, in accordance with ASTM D1557. Field density tests shall be made in accordance with ASTM D6938.

Each layer of backfill shall be moistened or dried as required and shall be compacted to the following densities, unless otherwise specified.

### a) Select Fill

Under all existing or proposed roads, driveways, parking areas: 95% maximum modified Proctor dry density (ASTM D1557).

All other areas: 92% maximum modified Proctor dry density (ASTM D1557).

### b) Methods and Equipment

Methods and equipment proposed for compaction shall be subject to the approval of the Town. Compaction by rolling or operating heavy equipment over fill areas shall be conducted in a manner by which damage to existing utilities and structures shall be avoided. Any pipe or structure damaged thereby shall be replaced or repaired as directed by the Town at the expense of the Developer.

### c) Testing

1. Field density tests will be paid for by the Developer.

2. The Developer shall furnish all necessary samples for laboratory tests and shall provide assistance and cooperation during field tests. The Developer shall plan his operations to allow adequate time for laboratory tests and to permit taking of field density tests during compaction.

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3. A qualified testing agency should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations in the completed subgrade.
4. Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 5,000 square feet of compacted fill in open areas and every 50 linear feet of compacted utility trench backfill.
5. Any areas found to be below required compaction densities shall be removed and replaced with new material at the Developer's expense. The methods of operation and/or the backfill materials shall be changed to meet required compactions.
6. Inadequate compaction shall be cause for the Town to issue a stop work order on a project.

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#### C. SUBGRADE

1. The subgrade shall be graded to remove all unsatisfactory or unstable material. Where material is removed below the subgrade elevation, suitable granular material shall be used to bring the road to proper subgrade. Where ground water or poor soil conditions exist, the Developer shall be required to install perforated underdrain and crushed stone weeps to drain the base. The entire subgrade surface shall be thoroughly compacted and proof rolled in accordance with NYSDOT Specification 203-3.12.
2. Fabric filter material is required by the Town to stabilize the base and subbase before the Contractor proceeds to install same.

No movement shall be observed in the subgrade material as the roller passes. When the subgrade is completed, the Contractor shall so notify the Town Highway Superintendent and the Town Engineer for a base determination. Upon the review and written approval of the subgrade by the Town Engineer or his representative, the base material may be placed.

#### D. BASE MATERIAL

1. Approved base materials shall be uniformly deposited and compacted in layers with a roller, according to NYSDOT Specifications. Rolling shall begin at the sides and



# ATTACHMENT 17



March 5, 2019

Mr. Eric Cooper  
Planner  
Town of Canandaigua  
Canandaigua, NY 14424

RE: Rt 332/County Rd. 8 Development (City Mini Storage – UpTown)

Dear Mr. Cooper:

Thank you for your assistance to date, it is appreciated. It is our intention to explore MUO rezoning and development opportunities for the vacant land parcels, located on Rt. 332 in the Town of Canandaigua, formerly known as Par Busters. Thank you for the opportunity to review the concept plans at the upcoming Town Board Meeting on March 18, 2019. Attached are (6) six copies of the completed Petition To Amend The Official Zoning Map application as well as (6) six copies of the concept plan (dimensions 24" X 26") as requested.

Please note that our initial plan involves subdividing the large parcel into two parcels, with the back lot consisting of 21.1 acres for the proposed self-storage facility. The remaining 24.1 acre parcel is not included in this petition as we do not have immediate plans for development at this time. We have had discussions with Canandaigua National Bank (neighboring corner parcel) and some other interested parties but have not had the opportunity to solidify development plans since we do not own the property at this time and are focusing initially on our core business, which is self-storage.

For over 30 years, we have owned and operated City Mini Storage located at 493 South Main St. Our primary mission is to provide safe, secure, and reliable storage solutions to the local region and to meet our customers' needs. With the continue build-out of our existing facility, we are now at the point where growth is limited within City limits. We envision Rt. 332 (with access off of County Rd. 8) as a natural extension of our existing business and feel strongly that it will become a great asset to the community and will directly support the Uptown Canandaigua vision for residential and commercial development.

We are experienced developers and are blessed with having a strong, long-standing relationship with Canandaigua National Bank, where I was employed as a Commercial Loan Officer for over 15 years. With the support of our strategic partners, our existing business model/core values, and the growing needs of the community, we feel strongly that we are prepared to make this concept plan a reality. We envision this development to be a great fit for the Town of Canandaigua as our goal will be to respect the agricultural region with buffering, blend into the neighborhood, and provide affordable storage solutions to the local community in order to support the Uptown Canandaigua vision.

Thank you again for this opportunity, we look forward to meeting everyone in the near future. Please contact me directly at (585) 314-3021 or via email at [tim@cityministorage.com](mailto:tim@cityministorage.com) if you have any questions or require additional information prior to the March 18<sup>th</sup> meeting.

Sincerely,

Timothy A. Stone  
Site Manager/Managing Partner  
City Mini Storage, LLC  
CMS Commercial Properties, LLC  
Stone Family Properties, LLC.

**PETITION TO AMEND THE OFFICIAL ZONING MAP**  
**To the Town Board of the Town of Canandaigua, Ontario County, New York**  
**MIXED USE OVERLAY DISTRICT**

1. Name and Address of the Applicant: City Mini Storage LLC  
493 S. MAIN ST CANANDAIGUA, NY 14424  
 Applicant Telephone and E-mail Address: (585) 314-3021 tim@cityministorage.com
  
2. Name and Address of Applicant's Attorney (if applicable): Russ Kenyon, Esq.  
23 NORTH ST CANANDAIGUA, NY 14424  
 Attorney Telephone and E-mail Address: (585) 394-2068 Russ@KenyonandKenyonLaw.com
  
3. Interest of Applicant in Property: LEASE CONTRACT
  
4. Name and Address of Property Owner, if different: CONEM Associates  
175 Colver Rd Suite 160 Rochester NY 14620  
 Owner Telephone and E-mail Address: (585) 586-5835 Ken.Hershey@rochestercc.com
  
5. Subject Property Address and Tax Map Number: A portion of  
56.00-2-32.112 AND 56.00-2-31.110
  
6. Current Zoning and MUO Classification: R-1-30 RESIDENTIAL / CC-Community/Commercial MUO
  
7. Requested Amended Zoning Classification: MUO w/ ALLOWANCE FOR SELF-STORAGE
  
8. Existing Land Use and/or Buildings: VALENT / VALENT
  
9. Proposed Land Use and/or Buildings: ~~RETAIL / COMMERCIAL~~ / SELF STORAGE
  
- Signature of Applicant / Date: [Signature], MANAGING MEMBER 2/18/2019

| OFFICE USE ONLY                                  |                                        |
|--------------------------------------------------|----------------------------------------|
| Date Filed: _____                                | Date Referred to Planning Board: _____ |
| Planning Board Action: _____                     |                                        |
| Publication: (dates) _____                       | (location) _____                       |
| Notice Mailing Date (attach mailing list): _____ |                                        |
| Hearing: (date) _____                            | (time) _____ (location) _____          |
| Order: _____                                     |                                        |

**LEGEND**

|  |  |                      |
|--|--|----------------------|
|  |  | Property Line/R.O.W. |
|  |  | Easement             |
|  |  | Sanitary Manhole     |
|  |  | Sanitary Sewer       |
|  |  | Gas Main             |
|  |  | Stream               |

**PROJECT INFORMATION**

**General Information**

**Owner:** Carol G. Martin, Kenneth H. Hershey, & Allan D. Moore  
145 Culver Road  
Rochester, NY 14620

**Developer:** Tim Stone  
City Mini Storage  
493 S. Main Street  
Canandaigua, NY 14424

**Parcel Address:** 2265 State Route 332

**Parcel Tax Account Number:** T.A.N. 56.00-2-31.110

**Parcel Size:** 42.9 Acres

**Current Zoning Information**

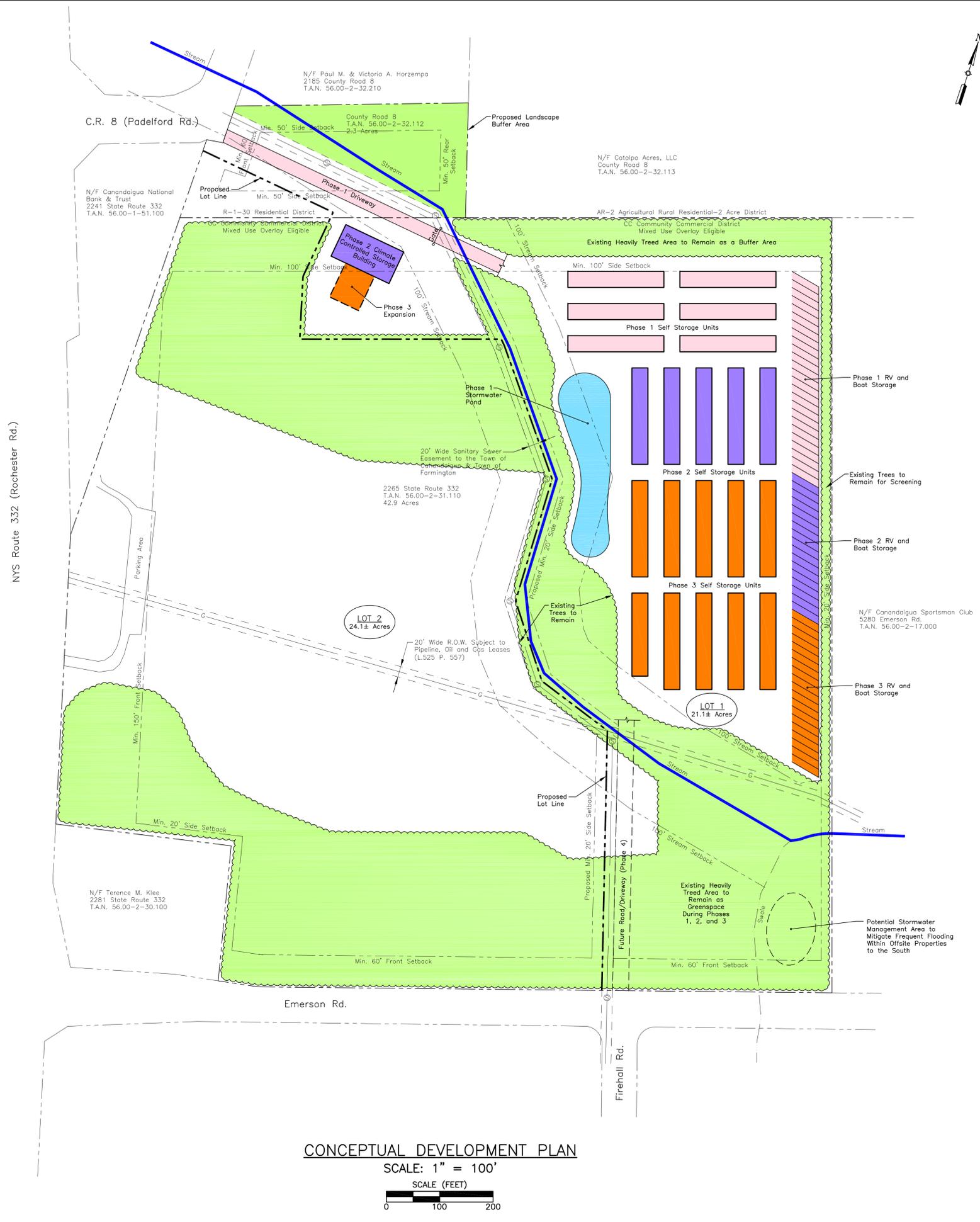
**Current District:** CC Community Commercial District  
Mixed Use Overlay District 1

**Current Zoning Requirements (depending upon use)**  
 Min. Lot Area: Varies 1 Acre to 10 Acres  
 Min. Lot Width: Varies 175 L.F. to 500 L.F.  
 Min. Front Yard: Varies 60 L.F. to 200 L.F. on Emerson Road  
 Min. Rear Yard: Varies 25 L.F. to 40 L.F.  
 Min. Side Yard: Varies 20 L.F. (100 L.F. Adjacent to Residential District)  
 Max. Coverage: Varies 10% to 60% (35% Typical)  
 Max. Building Height: 35 L.F.

**Mixed Use Overlay Requirements:** 1 use allowed per parcel  
Minimum 40% Open Space  
Mini-Warehouse Storage Facilities are Allowed

**Proposed Development**

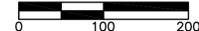
- Task 1: Subdivision to create 2 lots (Lot 1 = 21.1± Acres, Lot 2 = 24.1± Acres)
- Task 2: Rezone Lot 1 to allow self storage
- Task 3: Construct self storage facilities within Lot 1 in multiple phases
- Task 4: Develop lands within Lot 2 as opportunities arise



**CONCEPTUAL DEVELOPMENT PLAN**

SCALE: 1" = 100'

SCALE (FEET)



**REVISIONS**

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
|     |             |      |    |
|     |             |      |    |

**NOT APPROVED FOR CONSTRUCTION**

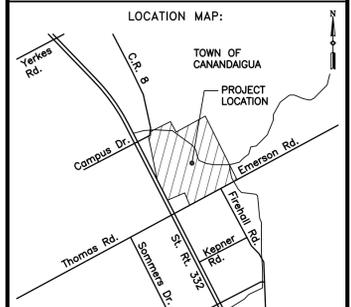
It is a violation of New York State Education Law Article 145 Section 7209 for any person, unless he or she is acting under the direction of a licensed professional engineer or land surveyor, to alter an item in any way. If an item bearing the seal of an engineer or land surveyor is altered, the altering engineer or land surveyor shall affix to the item his or her seal and the notation "altered by" followed by his or her signature and the date of such alteration, and a specific description of the alteration.

**THORNTON ENGINEERING LLP**  
 30 Assembly Drive, Suite 106  
 Mendon, New York 14506  
 Consultant Engineers



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**PROJECT NAME:**

**City Mini Uptown**

2265 State Route 332  
 Town of Canandaigua  
 Ontario County, NY

**DRAWING TITLE:**

**Conceptual Development Plan to Support the Rezone Application**

|                                 |                        |
|---------------------------------|------------------------|
| FILE NAME:<br>REZONECONCEPT.DWG | DESIGNED BY:<br>GFT    |
| DRAWN BY:<br>HKT                | CHECKED BY:<br>GFT     |
| APPROVED BY:<br>GFT             | DATE:<br>MARCH 2019    |
| SCALE:<br>1" = 100'             | PROJECT NO.:<br>18-711 |
| SHEET NO.:<br>1 OF 1            | DRAWING NO.:<br>C-1    |

# Town of Canandaigua

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

Established 1789

## ZONING LAW STATEMENT

**PROPERTY OWNER:** MARTIN CAROL G 1/10; HERSHEY, KENNETH H 1/5; MOORE, ALLAN D 1/10

**PROPERTY ADDRESS:** 2265 ST RT 332 / 0000 CO RD 8

**TAX MAP NUMBER:** 56.00-2-31.110 / 56.00-2-32.112

**ZONING DISTRICT:** CC / R-1-30

### DETERMINATION REFERENCE:

- Official Zoning Map of the Town of Canandaigua dated 12/2017 and signed by the Town Clerk on 01/30/2018.
- Plans titled "Conceptual Development Plan to Support the Rezone Application" by Thornton Engineering, LLP, dated 03/2019, no revisions noted, received by the Town on 03/06/2019.
- Petition to Amend the Official Zoning Map, dated 02/18/2019, received by the Town on 03/06/2019.

### PARCEL DESCRIPTION:

- Parcel 0000 CO RD 8, TM# 56.00-2-32.112, is not within an MUO Overlay District.
- Parcel 2265 ST RT 332, TM# 56.00-2-31.110, lies within the MUO Overlay District 1.

DATE:

3/20/19

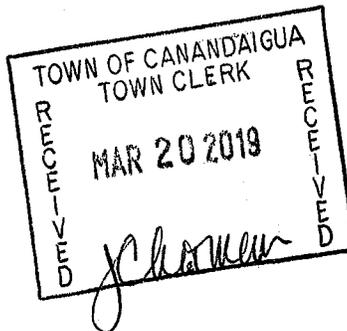
BY:

  
Eric Cooper – Zoning Officer

CPN-19-015

NYS Town Law, Section 267-a(5)(b), an appeal may be made to the ZBA within 60 days of the date of this determination.

c: Binder; Property Owner; Town Clerk; Property File



## ADVISORY REPORT

---

TO: Town Board  
FROM: Planning Board  
DATE: March 26, 2019  
RE: MUO Advisory Report: City Mini / State Route 332 @ County Road 8

---

The Town of Canandaigua Planning Board hereby advises the Town of Canandaigua Town Board that the proposed MUO re-zoning requested by City Mini Storage complies with the intent of the Mixed Use Overlay zoning district. This recommendation is based on the following reasons:

1. Applicant's sketch plan is proposing to construct mini storage facilities on Lot 1. This proposed use for this lot is compatible with the intended uses for this growth node and will support the denser residential units of the Uptown Area who may over time need extra storage space.
2. The Planning Board was favorable to the applicant's concept, and believes that any development concerns can be addressed through the site plan process.
3. The Uptown Growth Node requires residential consumers to accomplish its goals, which include additional commercial / retail development. The use of this parcel for mini-storage will bring residents of Canandaigua and nearby communities into the Uptown Area. The use will also make living in the Uptown Area more attractive.
4. The proposed mini-storage would serve as a buffer to the sports-club to the east and to the agricultural lands to the north.

**5.** The current proposal maintains the 100' buffer area on the stream which bisects the parcel.

**6.** The Planning Board will work with applicant who is willing to make the architectural and site design for this and the frontage lot compatible with surrounding parcels and overall vision for the buildout envisioned for the Uptown development area.

# City Mini Storage - Uptown Rezoning Proposal

## Town Board Meeting

April 15, 2019



**Tim Stone**  
**Site Manager/Managing Partner**  
**(585) 314-3021**  
**[tim@cityministorage.com](mailto:tim@cityministorage.com)**

# Agenda

- Provide a brief overview of City Mini Storage, LLC.
- Present development plan and benefits to the community
- Obtain feedback from Planning Board and address questions/concerns
- Discuss next steps and any required follow-up

# Project Development Team

- Tim Stone, Michael Stone, Alan Stone      Owners/Partners/Developers
- Glenn Thornton, P.E.      Thornton Engineering, LLP
- Robert Meehan, A.I.A.      Meehan Architecture
- Canandaigua National Bank      Banking/Commercial Financing
- Local Contractors/Vendors      Examples:  
Bristol Transformation, LLC  
Potter HVAC  
Hyde Electric  
Pugsley Overhead Door Co.  
Canandaigua Quick Print  
Ewing Graphics
- Town of Canandaigua      Town Board, Planning Board, ZBA, and  
Code Enforcement

# City Mini Storage, LLC.

- Family owned, actively managed self-storage and office space provider for over 32 years; located in downtown Canandaigua at 493 S. Main St.
- Our core mission is to provide the best possible storage experience for our customers and to take the stress out of moving or whatever life event created the need for storage
- We provide an affordable and valuable community service to all income classes who need storage for personal or business purposes
- We are currently the largest storage facility in Ontario County with over 1,000 units (850 self-storage units, 50 climate controlled units, and over 100 Boat/RV spaces)
- Our office complex consists of over 20 commercial office units with tenants ranging from professionals to not-for-profit organizations

# Parcel Profiles

- Parcel A (Tax Map #56.00-2-32.112)
  - 2 acre, zoned R-1 Residential
  - Property is accessed from County Rd 8 (aka Paddleford Rd)
  - No known Federal/State Wetlands or environmental contamination
  
- Parcel B (AKA Par Busters, Tax Map #56.00-2-31.110)
  - 44 acre parcel, zoned Community Commercial
  - Frontage/egress off of Rt. 332 as well as Emerson Rd.
  - Parcel is divided into two tracts due to sewer easement as and stream
  - Situated directly to the East is the Canandaigua Sportsman's Club
  - No known Federal/State Wetlands or environmental contamination

# Our Vision & Goals

- To subdivide the larger parcel into two parcels, consisting of approximately 18 acres (Lot 1) and 25 acres (Lot 2)
- To obtain approvals for rezoning to a Mixed Use Overlay (MUO) with storage/workshops as a permitted uses for Lot 1
- To develop a well-screened, state of the art, self-storage operation on Lot 1 consisting of:
  - Self-storage units (both standard and climate-controlled units)
  - Office complex with climate controlled storage (Phase II)
  - Boat/RV/Car/Camper storage
  - Workshops for hobbyists/small businesses (Phase III near Emerson Rd entrance)
- To sell to or partner with another developer for the development of Lot 2
  - Will work with CNB to assist in squaring off their parcel to enhance development if needed
  - Working with other contacts for possible Urgent Care Facility, Hotel, and Restaurant
  - Upon rezoning, investments will be made immediately into marketing this parcel while Lot 1 is being developed
- To support the very development that the Town of Canandaigua is hoping to attract as outlined in the Uptown Canandaigua Vision:
  - High Density Residential Rentals
  - Mixed-Use developments
  - Commercial development
- To provide the community and region with affordable, convenient, well-managed (commercial/residential) storage solutions and to blend into the community with both screening and architecture

# Benefits To The Community (Lot 1)

- Provides an affordable, valuable neighborhood service to all sectors of the community, while assisting Code Enforcement with ordinance compliance
- City Mini Storage – Uptown will be a low-impact, actively managed retail operation that is consistent with the Uptown Vision for high-density residential, mixed-use, and commercial development
- Protection of Agricultural District and Rt 332 gateway views with proper and screening and architecture
- Increased tax base with limited services required from the Town of Canandaigua
- Local contractors, vendors/suppliers, and banks will be used throughout all phases of development

# Development Goals & Timeline

- To obtain approvals for rezoning and permitted uses for Lot 1
- To obtain all required approvals for development and begin Lot 1 development (weather permitting):
  - Year 1: Clear and prep site for Lot 1 development  
Install access road on County Rd. 8 to Lot 1  
Install gates, fencing, lighting, screening for self-storage operation  
Actively market Lot 2 and continue discussions with CNB and other contacts
  - Year 2: Begin developing Phase 1 self-storage component (5 buildings) and assigned open storage spaces for boats, RVs, etc.  
Continue marketing Lot 2, probable development planning/approval process
  - Years 3-5: Begin developing Phase 2 Lot 1(5 buildings & climate controlled/office building)  
Development of Lot 2
  - Years 6-8: Complete development of Phase III Lot 1

# Conclusions

We believe the proposed Lot 1 development concept:

- Will be a great fit for the community and the growing needs and changing demographics of the region
- Is consistent with the Town of Canandaigua's Uptown Vision with mixed-use development opportunities in the front and low-impact, storage services to the rear of the property, complimenting the specific development the Town is hoping to achieve
- Will blend into the community and spur economic development in the Uptown corridor
- Will add to the Town of Canandaigua's tax base and will benefit local contractors, vendors and suppliers
- Will become an asset to the Town of Canandaigua and its' existing/future residents

**Questions, Concerns, Feedback**

**Thank You For This Opportunity!**

## what we believe

“Your Storage Solution” represents our mission to solve any storage need that our customers encounter. Our goal is to provide the best possible experience to our customers and take the stress out of moving or whatever life event created the need for storage.

At City Mini Storage, we believe that people working toward a common goal, can accomplish anything they set out to do.

With this in mind, we set our goal to be the very best at serving the needs of our customers.

We also believe that we can achieve this goal only if we fulfill the needs of our own team.

## what we value

1. Customer Satisfaction
2. Communication
3. Cleanliness
4. Consistency
5. Commitment



## who we are

1. We care about and listen to our customers' needs
2. We respect our customers and their reason for needing storage
3. We understand that we are in business because of our customers
4. We empower our team to make decisions that benefit customers and our performance

## what we do

Our customers are people who are looking for safe, secure, reliable storage and a special storage experience.

Our primary business is to assess customer needs and assist them in making the right storage decision.

### why customers choose us:

- 30-year history of serving the community
- Great service with on-site management
- Clean, Safe, Secure Facility offering peace of mind
- Superior location centered in downtown Canandaigua
- Variety of unit sizes available at affordable prices

### we are able to accomplish this due to:

1. Our caring, knowledgeable, and passionate team who serve the needs of our customers.
2. Our valued partnerships with housing projects, moving companies, realtors, and other alliances who we work with to continually improve our customer service.
3. Our past and current customers who continue to recommend our facility to their friends, family, and others.
4. Our family ownership which allows us to take a long-range view to better serve our customers.

City   
Mini Storage  
Your Storage Solution

(585) 394-9400

[www.cityministorage.com](http://www.cityministorage.com)

**LEGEND**

|  |                      |
|--|----------------------|
|  | Property Line/R.O.W. |
|  | Easement             |
|  | Sanitary Manhole     |
|  | Sanitary Sewer       |
|  | Gas Main             |
|  | Stream               |

**PROJECT INFORMATION**

**General Information**

Owner: Carol G. Martin, Kenneth H. Hershey, & Allan D. Moore  
143 Culver Road  
Rochester, NY 14620

Developer: Tim Stone  
City Mini Storage  
435 S. Main Street  
Canandaigua, NY 14424

Parcel Address: 2265 State Route 332  
Parcel Tax Account Number: T.A.N. 56.00-2-31.110  
Parcel Size: 42.9 Acres

**Current Zoning Information**

Current District: CC Community Commercial District  
Mixed Use Overlay District 1

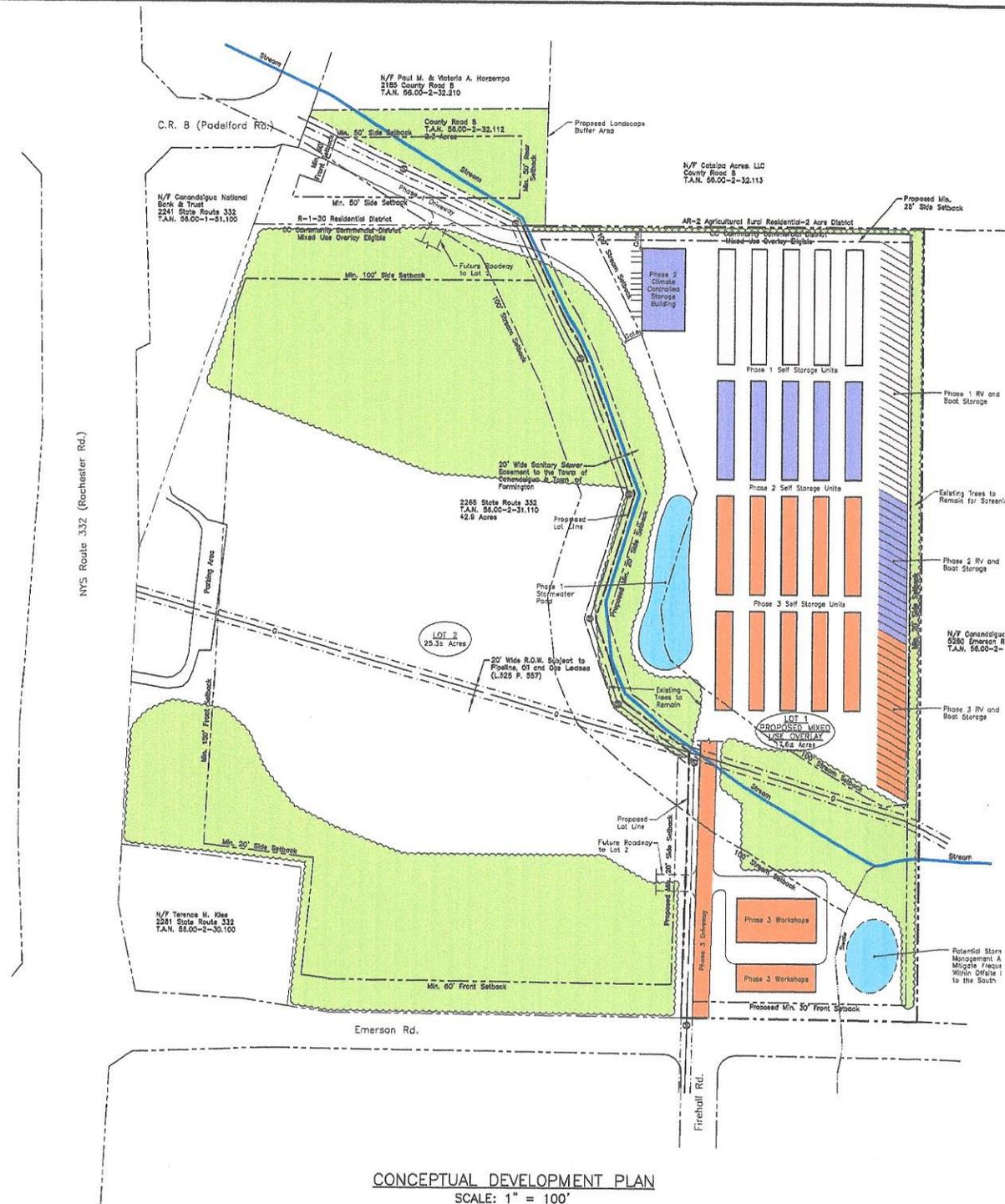
**Current Zoning Requirements (depending upon use)**

Min. Lot Area: Varies 1 Acre to 10 Acres  
Min. Lot Width: Varies 175 L.F. to 500 L.F.  
Min. Front Yard: 150 L.F. on State Route 332  
Varies 50 L.F. to 200 L.F. on Emerson Road  
Min. Rear Yard: Varies 25 L.F. to 40 L.F.  
Min. Side Yard: Varies 20 L.F. (100 L.F. Adjacent to Residential District)  
Max. Coverage: Varies 10% to 60% (35% typical)  
Max. Building Height: 35 L.F.

Mixed Use Overlay Requirements: 1 use allowed per parcel  
Minimum 40% Open Space  
Mini-Warehouse Storage Facilities are Allowed

**Proposed Development**

- Task 1: Subdivision to create 2 lots (Lot 1 = 17.84 Acres, Lot 2 = 25.34 Acres)
- Task 2: Rezone Lot 1 to allow self storage
- Task 3: Construct self storage facilities within Lot 1 in multiple phases
- Task 4: Develop lots within Lot 2 as opportunities arise



**CONCEPTUAL DEVELOPMENT PLAN**

SCALE: 1" = 100'

SCALE (FEET)



# Building Design Examples



# Building Design Examples



# Building Design Examples



**LEGEND**

|  |  |                      |
|--|--|----------------------|
|  |  | Property Line/R.O.W. |
|  |  | Easement             |
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Rochester, NY 14620

**Developer:** Tim Stone  
City Mini Storage  
493 S. Main Street  
Canandaigua, NY 14424

**Parcel Address:** 2265 State Route 332

**Parcel Tax Account Number:** T.A.N. 56.00-2-31.110

**Parcel Size:** 42.9 Acres

**Current Zoning Information**

**Current District:** CC Community Commercial District  
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**Proposed Development**

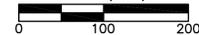
- Task 1: Subdivision to create 2 lots (Lot 1 = 17.6± Acres, Lot 2 = 25.3± Acres)
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**CONCEPTUAL DEVELOPMENT PLAN**

SCALE: 1" = 100'

SCALE (FEET)



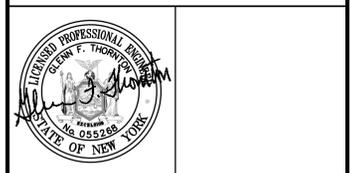
**REVISIONS**

| NO. | DESCRIPTION | DATE | BY |
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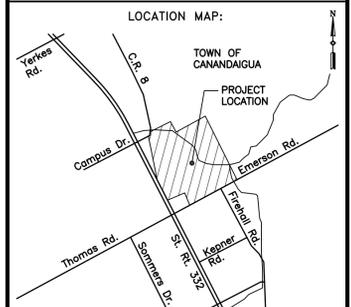
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**THORNTON ENGINEERING LLP**  
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 Consultant Engineers



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**PROJECT NAME:**  
 City Mini Uptown  
 2265 State Route 332  
 Town of Canandaigua  
 Ontario County, NY

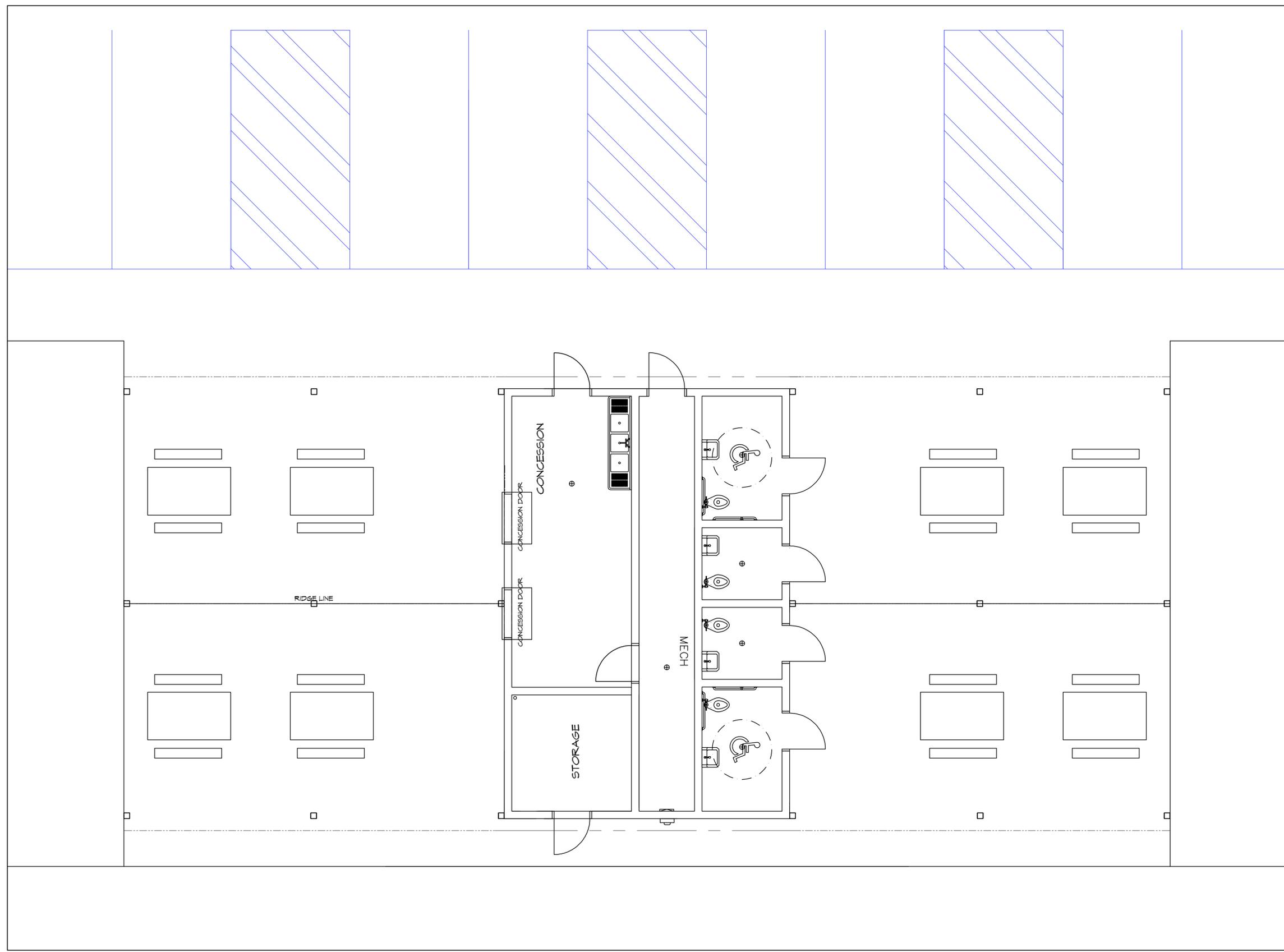
**DRAWING TITLE:**  
 Conceptual Development Plan to Support the Rezone Application

|                                 |                        |
|---------------------------------|------------------------|
| FILE NAME:<br>REZONECONCEPT.DWG | DESIGNED BY:<br>GFT    |
| DRAWN BY:<br>HKT                | CHECKED BY:<br>GFT     |
| APPROVED BY:<br>GFT             | DATE:<br>MARCH 2019    |
| SCALE:<br>1" = 100'             | PROJECT NO.:<br>18-711 |
| SHEET NO.:<br>1 OF 1            | DRAWING NO.:<br>C-1    |

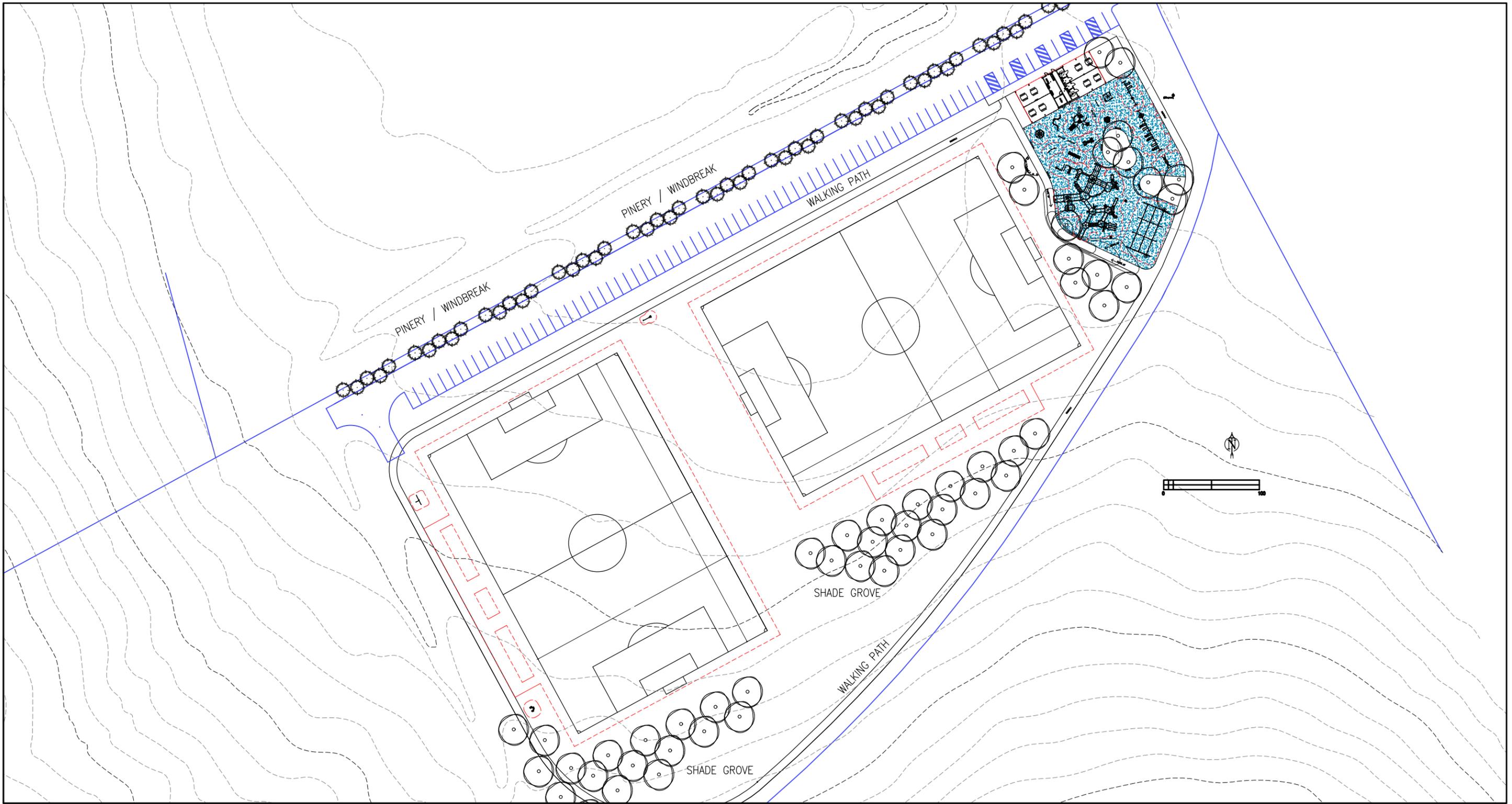
# ATTACHMENT 18







|                                                                                       |          |
|---------------------------------------------------------------------------------------|----------|
|                                                                                       |          |
|                                                                                       |          |
| WORK ORDER NUMBER                                                                     | DRAWN BY |
| NO.                                                                                   | DATE     |
| ISSUE                                                                                 | DATE     |
| RELEASED BY                                                                           | DATE     |
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|                                                                                       |          |
|                                                                                       |          |



800.726.4833

playgroundinfo.com



# Outhouse Park West Playground

Town of Canandaigua, NY

Filename: Canandaigua\_rev-1.dwg

Date: 3/5/19

Scale: As Shown



# Canandaigua

Canandaigua, NY March 5, 2019 1134274-01-02-02



\*Custom products are shown as conceptual only. \*Custom product manufacturing time for this project will be approximately 10 weeks from the time of LSI order acceptance.

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Proudly presented by:

Lynn Mason



# Canandaigua

Canandaigua, NY March 5, 2019 1134274-01-02-01



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# Canandaigua

Canandaigua, NY March 5, 2019 1134274-01-02-04



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# Canandaigua

Canandaigua, NY March 5, 2019 1134274-01-02-03



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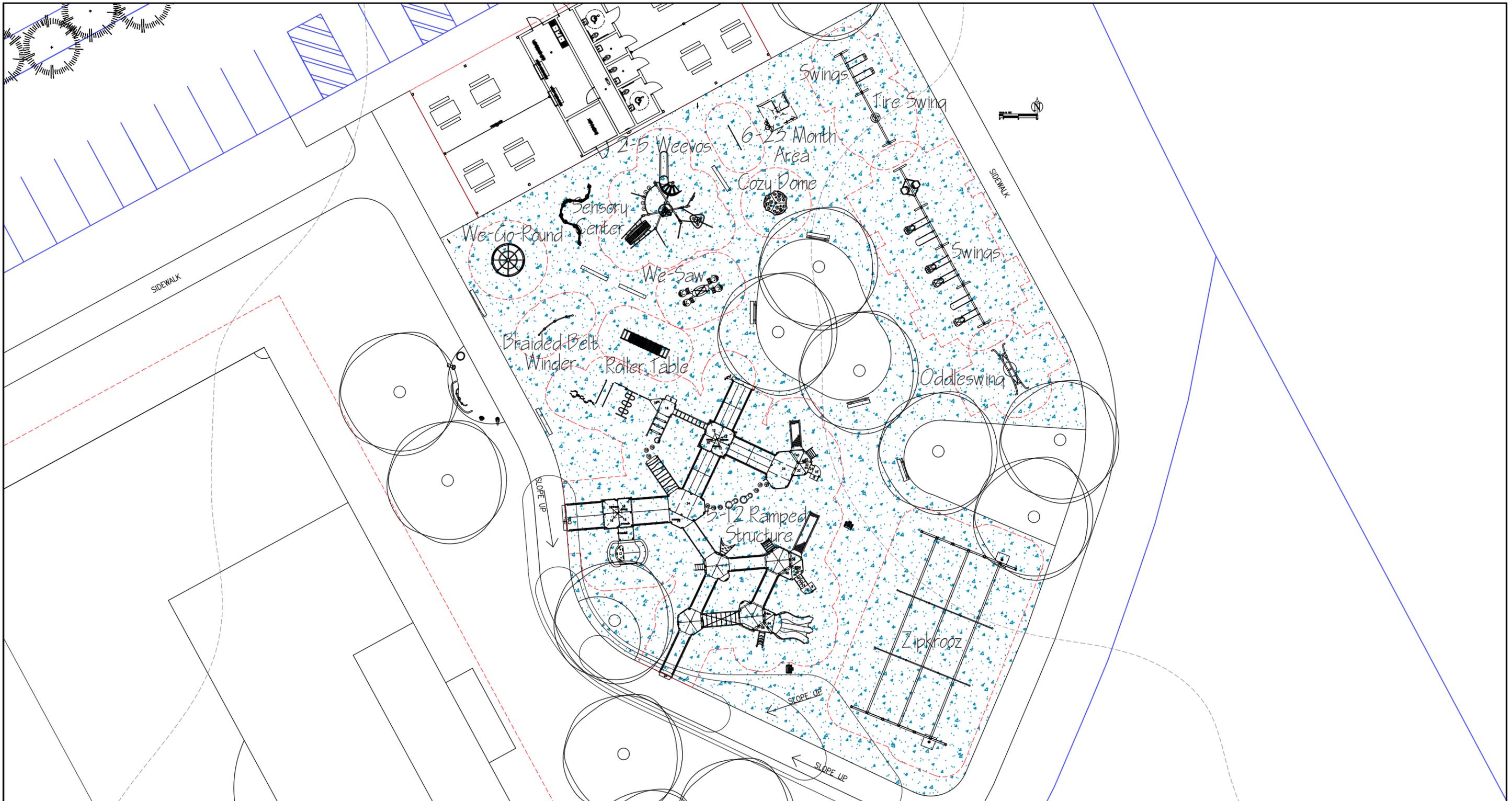
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Proposed Playground Plan

800.726.4833

playgroundinfo.com



Outhouse Park  
West Playground

Town of Canandaigua, NY

Filename: Canandaigua\_rev-1.dwg

Date: 3/5/19

Scale: As Shown

# Canandaigua

Canandaigua, NY March 4, 2019 1134274-01-01-01



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5-12 Equipment Plan

800.726.4833

playgroundinfo.com



Outhouse Park  
West Playground  
Town of Canandaigua, NY

Filename: Canandaigua\_rev-1.dwg

Date: 3/5/19

Scale: As Shown

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# Canandaigua

Canandaigua, NY March 4, 2019 1134274-01-01-05



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# Canandaigua

Canandaigua, NY March 4, 2019 1134274-01-01-04



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# Canandaigua

Canandaigua, NY March 4, 2019 1134274-01-01-03



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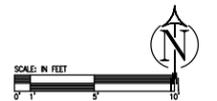
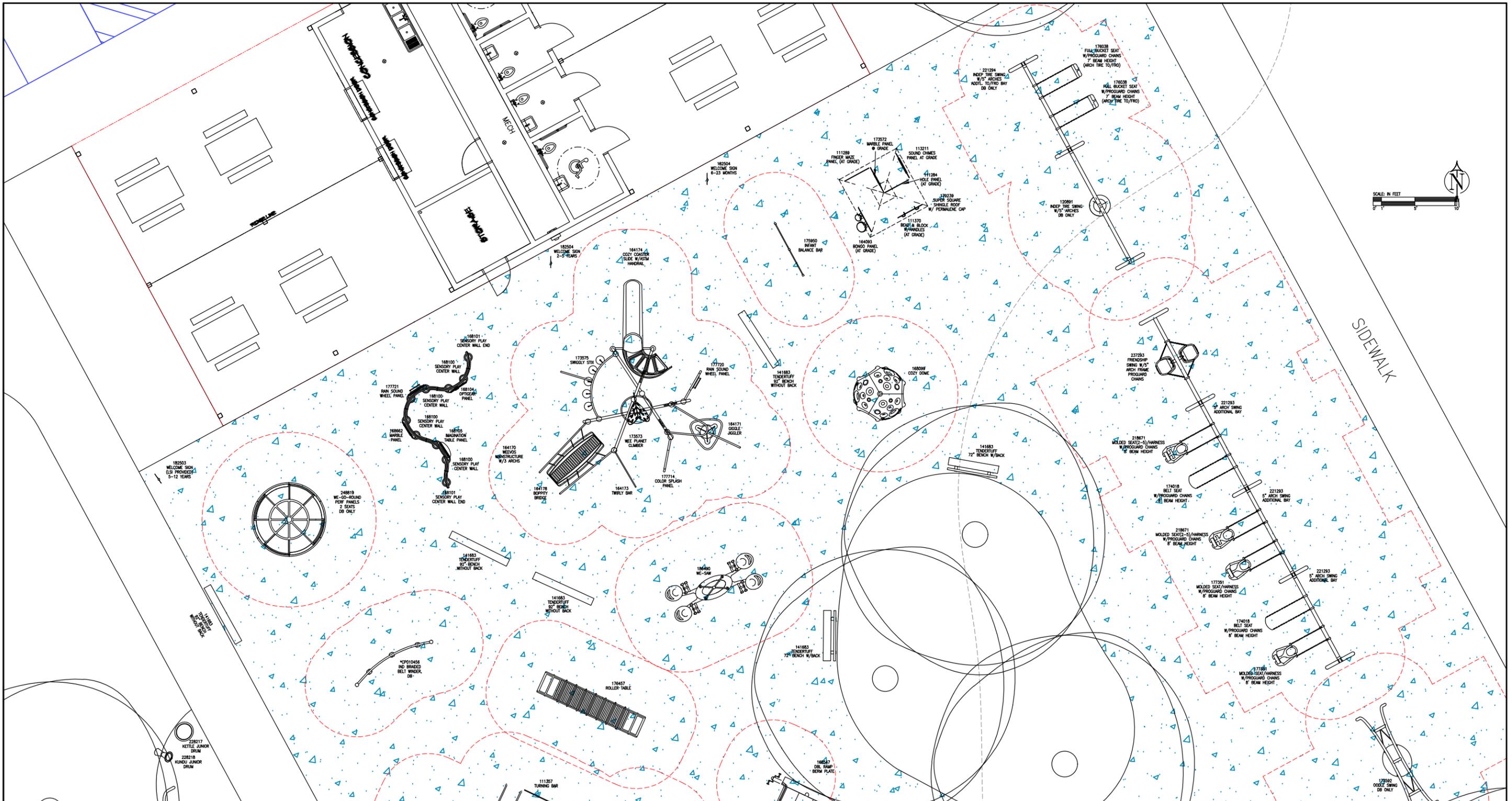
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2-5 and 6-23 Month Equipment Plan

800.726.4833

playgroundinfo.com



Outhouse Park  
West Playground

Town of Canandaigua, NY

Filename: Canandaigua\_rev-1.dwg

Date: 3/5/19

Scale: As Shown

# Canandaigua

Canandaigua, NY March 4, 2019 1134274-01-01-02



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# ESTIMATE



**Parkitects**  
PEOPLE • PARKS • PLAY

**Number:** AAAQ8210  
**Date:** Mar 7, 2019  
**Project:** Outhouse Park West

**PARKITECTS, Inc.**  
138 Ludlowville Road  
Lansing, NY 14882

| Sold To                                                                                                                                                                   | Your Sales Rep                                                              | Terms                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Outhouse Park West - Inclusive Playground<br>Michael Bentley<br>1 Main Street<br>Canandaigua, NY 14424<br>P 585- 734-1476 ext:<br>F<br>E michael.bentley@advance-auto.com | Ben Frasier<br>P 716-310-8060<br>F 607-533-4108<br>E ben@playgroundinfo.com | THIS IS A PROJECT ESTIMATE ONLY<br>AND SHOULD NOT BE CONSTRUED AS<br>AN OFFICAL QUOTE |

| Qty                                                   | Item #  | Description                                                                                      | Unit Price                         | Ext. Price          |
|-------------------------------------------------------|---------|--------------------------------------------------------------------------------------------------|------------------------------------|---------------------|
| <b>Play Equipment Under NYS Contract NYS #PC67833</b> |         |                                                                                                  |                                    |                     |
| <b>5-12 Play Area</b>                                 |         |                                                                                                  |                                    |                     |
| 1                                                     |         | PlayBooster Ramped Structure, 5-12 years                                                         | \$220,335.00                       | \$220,335.00        |
| 1                                                     |         | Sway Fun Glider                                                                                  | \$14,825.00                        | \$14,825.00         |
| 1                                                     |         | ZipKrooze 50' w/assisted bay                                                                     | \$35,050.00                        | \$35,050.00         |
| 1                                                     |         | 5" Arch Swings w/ (2) Belt, (1) Friendship, (2) MBS 2-5 w/harness (2) MBS 5-12 w/harness         | \$12,460.00                        | \$12,460.00         |
| 1                                                     |         | Custom Braided Belt Winder                                                                       | \$14,315.00                        | \$14,315.00         |
| 2                                                     |         | Custom Molded Bucket Seat                                                                        | \$1,220.00                         | \$2,440.00          |
| <b>2-5 Play Area</b>                                  |         |                                                                                                  |                                    |                     |
| 1                                                     |         | Weevos Structure, 2-5 years                                                                      | \$31,415.00                        | \$31,415.00         |
| 1                                                     |         | Super Square Roof w/ Interactive Panels, 6-23 months & 2-5 years                                 | \$11,455.00                        | \$11,455.00         |
| 1                                                     |         | Infant Balance Bar                                                                               | \$810.00                           | \$810.00            |
| 1                                                     |         | 5" Arch Swing w/ Tire Swing & Two Full-Bucket Seats                                              | \$5,020.00                         | \$5,020.00          |
| 1                                                     |         | We-Go-Round with Perforated Panels 2 Seats                                                       | \$26,500.00                        | \$26,500.00         |
| 1                                                     |         | Sensory Play Center                                                                              | \$13,460.00                        | \$13,460.00         |
| 1                                                     | 186490A | We-saw                                                                                           | \$9,645.00                         | \$9,645.00          |
| 1                                                     | 168099A | Cozy Dome Direct Bury                                                                            | \$4,025.00                         | \$4,025.00          |
| 1                                                     | 173592A | Oodle Swing                                                                                      | \$4,980.00                         | \$4,980.00          |
| 1                                                     | 176457A | Roller Table                                                                                     | \$10,690.00                        | \$10,690.00         |
| <b>Site Furnisings &amp; Fun Along the Walkway</b>    |         |                                                                                                  |                                    |                     |
| 1                                                     | 253114A | Rhapsody Tongue Drum                                                                             | \$2,500.00                         | \$2,500.00          |
| 1                                                     | 228218A | Rhapsody Kundu Drum Junior                                                                       | \$1,275.00                         | \$1,275.00          |
| 1                                                     | 228217A | Rhapsody Kettle Drum Junnior                                                                     | \$1,275.00                         | \$1,275.00          |
| 1                                                     | 214442A | Rhapsody Grandioso Chimes                                                                        | \$6,255.00                         | \$6,255.00          |
| 1                                                     | 250340A | Rhapsody Cascata Bells                                                                           | \$3,625.00                         | \$3,625.00          |
| 4                                                     | 141683G | TenderTuff Bench 92" w/o Back, w/o Armrests                                                      | \$360.00                           | \$1,440.00          |
| 4                                                     | 141683A | TenderTuff Bench 72" w/ Back, w/o Armrests                                                       | \$555.00                           | \$2,220.00          |
| 1                                                     |         | Healthbeat Stations w/ (1) Assisted Row/Push-up, (1) Plyometrics, (1) Stretch & (1) Welcome Sign | \$8,210.00                         | \$8,210.00          |
|                                                       |         |                                                                                                  | <i>Subtotal</i>                    | \$444,225.00        |
|                                                       |         |                                                                                                  | <i>Less 8.0% Contract Discount</i> | - \$35,538.00       |
| 1                                                     |         | Freight Estimate                                                                                 | \$23,400.00                        | \$23,400.00         |
|                                                       |         |                                                                                                  | <b>Play Equipment Total</b>        | <b>\$432,087.00</b> |

*Continued On Next Page ...*

| Qty                                                     | Item # | Description                                                                                                                                                     | Unit Price | Ext. Price   |
|---------------------------------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| <b>Surfacing - available under national contract</b>    |        |                                                                                                                                                                 |            |              |
| 19,765 SF                                               |        | Poured-in-Place Rubber for Play Area<br>- Supply & Install<br>- 50/50 standard color/black mix<br>- 72", 96" & 105" critical fall heights                       | \$16.90    | \$334,028.50 |
| 950 SF                                                  |        | Poured-in-Place Rubber for Healthbeat Stations                                                                                                                  | \$16.90    | \$16,055.00  |
| 20,715 SF                                               |        | 4" Compacted Stone Base for PIP Surfacing                                                                                                                       | \$2.50     | \$51,787.50  |
| <i>Surfacing Total</i>                                  |        |                                                                                                                                                                 |            | \$401,871.00 |
| <b>Installation - available under national contract</b> |        |                                                                                                                                                                 |            |              |
| 1                                                       |        | Coordination, Layout and Materials Calculations                                                                                                                 | \$2,000.00 | \$2,000.00   |
| 2                                                       |        | 3-Day Community-Build Events<br>- Two 3-day community-build events<br>- A minimum of three Parkitects community-build leaders on Friday and Saturday build days | \$9,500.00 | \$19,000.00  |
| 1                                                       |        | Playground Code Compliance Audit                                                                                                                                | \$1,000.00 | \$1,000.00   |
| <i>Installation Total</i>                               |        |                                                                                                                                                                 |            | \$22,000.00  |

NOTES:

|                       |                     |
|-----------------------|---------------------|
| <b>Estimate Total</b> | <b>\$855,958.00</b> |
|-----------------------|---------------------|

1. See attached purchasing contract options for information on NYS and national contracts.
2. Rubber surfacing and stone base cost can be reduced by \$56,000 if purchased directly thru the supplier/installer. That would reduce estimated project costs to \$799,958.



## PLAY EQUIPMENT PURCHASING CONTRACT OPTIONS

LSI offers several contract options for governmental organizations, schools and not-for-profits.

Contracts can be used to purchase play equipment, or complete play area projects. When organizations purchase under contract, they receive the required discount while also avoiding contractor mark-up and bonding fees. The resulting savings can be as much as 10 percent. This approach also avoids the lengthy contract and submittal process and can shorten the typical construction schedule by two to three months — a huge advantage given the short construction season in upstate New York.

### NCPA Contract #10-03 & Sourcewell Contract #0301170-LSI

Landscape Structures is on the Sourcewell (formerly NJPA) and NCPA national purchasing contract. Both are competitively bid, government-to-government contracts with identical discount structures. All standard and custom LSI playground systems and components are available under these contracts.

All national contracts also include installation services by a factory certified installer and allow for the inclusion of related products essential to the completion of the play area like surfacing, site preparation, shelters and site furnishings. Therefore, under the terms of these contracts, we are able to provide complete turn-key installation of most play area projects.

NCPA and Sourcewell have simple on-line application processes, excellent member support, and welcome both governmental and not-for-profit organizations. All contract users must register with either [NCPA](#) or [Sourcewell](#).

**Equipment price reduction of 4% or 6% depending on the size of the play equipment order.**

### New York State Contract # PC67833

All standard items shown in the Landscape Structures play equipment catalog, including SkyWays shade units, are available through New York State Contract. This contract includes equipment purchases *only*; installation services and surfacing are not included. Custom items are also not included in this contract so, the state contract can only be used for standard equipment purchases without surfacing or installation.

New York State centralized contracts can be used by all governmental organizations including schools and public authorities as well as some non-profit organizations. OGS asks that all entities wishing to use one of their contracts complete an on-line [eligibility application](#).

**Equipment price reduction of 6% or 8% depending on the size of the play equipment order.**

### Selecting a Contract

Using the NYS contract will provide the largest reduction in price, but this contract can only be used for standard LSI equipment. Custom equipment, installation and surfacing cannot be included in a NYS contract purchase and would have to be purchased separately.

National contracts can include custom play components, installation and surfacing but they also include administrative fees. This reduces the cost savings on equipment by roughly 2%. However, receiving the discount on any custom play components along with avoiding contractor mark-up often make this type of contract the better choice.

Once you have joined one of the purchasing cooperatives or received your authorized user ID number from the State, please let us know and we will revise the estimate to comply with the contract terms.

# ATTACHMENT 19

## 405 Civil Service Law Section 75

**Summary** – New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. Section 75 affords a covered employee the opportunity for a hearing when charges of incompetence or misconduct have been made against the employee by the Town.

**Covered Employees** – In accordance with Civil Service Law, the following employees are generally covered under Section 75:

- A newly hired employee who has not completed the minimum probationary period as determined by civil service rules;
- An employee holding a position by permanent appointment in the **Competitive Class** of the classified Civil Service;
- An employee holding a position in the **Non-Competitive Class** who has been employed for at least five years of continuous uninterrupted service in the non-competitive class, other than a position designated in the *Rules for the Classified Civil Service of Ontario County* as confidential or requiring the performance of functions influencing policy. Even though the employee has completed the required probationary period and has received permanent appointment or employment in the non-competitive class, the employee is not covered under Section 75 until the employee has completed five years of continuous service in the non-competitive class;
- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

**Disciplinary Procedure** – The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75:

- **Notice of Discipline/Counseling Memo** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD)/**Counseling Memo** which will contain all charges and specifications.
- **Employee Answer** – The employee will have eight calendar days to respond to the charges. The employee's response must be in writing.
- **Disciplinary Hearing** – Unless there is a stipulation of settlement between the Town and the employee, the Appointing Authority will designate a hearing officer in accordance with Civil Service Law Section 75. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Appointing Authority, with the hearing officer's recommendations, for review and decision.

## 504 Time Records

**Policy Statement** – All employees are required to complete an individual time record showing the daily hours worked.

**Procedures** – An employee must comply with the following procedures regarding the completion of time records:

- ~~• All time worked, including the beginning and ending time, must be recorded;~~
- ~~• All paid and unpaid leaves of absence must be recorded;~~
- ~~• The time sheet must be verified and signed by the Department Head;~~
- ~~• The time sheet of a Department Head must be verified and signed by the Town Manager;~~
- ~~• The time sheet must be submitted to the Town Manager's Office (except an employee in the Highway Department or Water Department must submit the time sheet to the Highway Superintendent) by 9:00 a.m. on Monday. In the event Monday is a designated holiday the time sheet must be submitted by 10:00 a.m. on the previous Friday.~~
- All employees are required to use their designated key fob to clock in and out on the time clocks to show the daily hours worked;
- All paid and unpaid leaves of absence must be submitted and approved by the Department Head through the time keeping system;
- The time sheet must be verified and approved by the Department Head;
- The time sheet of a Department Head must be verified and approved by the Town Manager;
- All time sheets must be approved by the employee and their Department Head by 8:00 a.m. on Monday.

**Correction of Errors** – An employee must immediately bring errors in time sheets to the attention of the employee's Department Head who will investigate the matter and make and initial the correction once the error has been verified.

**Unauthorized "Flex-Time"** – Unless prior approval has been obtained from the Department Head, arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performed no pre-approved authorized or specified duties for the Town during such intervals.

**Falsification of Time Sheets** – An employee who, after investigation, is found to have falsified or altered a time sheet, or the time sheet of another employee, or completed a time sheet for another employee, including using another employee's key fob to them in, will be subject to appropriate disciplinary action (in accordance with Civil Service Law Section 75 where applicable). In extenuating circumstances where an employee is not able to complete the employee's own time-

| sheet, the Department Head may complete the time sheet on behalf of the employee.

## **505 Bonding**

**Insurance** – The Town will provide bonding insurance for an employee who is required to act in a fiduciary capacity.

## **506 Expense Reimbursement**

**Eligible Expenses** – Upon proper authorization and approval of the Town Board, an employee or Elected Official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, parking, and highway tolls. An employee or Elected Official attending a luncheon or dinner as an official representative of the Town will be reimbursed for expenses incurred, upon presentation of an itemized claim. All required documentation and corresponding receipts must be submitted to the ~~Bookkeeper~~ Town Manager's Office for reimbursement.

**Mileage** – An employee must use a Town Vehicle if one is available. An employee who is directed by the appropriate Department Head to use the employee's own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Town Board. All required documentation and corresponding receipts must be submitted to the ~~Bookkeeper~~ Town Manager's Office for reimbursement.

**Required Training** – Upon proper authorization and prior approval of the Town Board, an employee will be reimbursed for required training. All required documentation and corresponding receipts must be submitted to the ~~Bookkeeper~~ Town Manager's Office for reimbursement.

**Required Membership Fees** – Upon proper authorization and approval of the Town Board, an employee required to hold membership in a professional organization as part of the employee's job will be reimbursed for any required dues and/or fees. All required documentation and corresponding receipts must be submitted to the ~~Bookkeeper~~ Town Manager's Office for reimbursement.

## 706 *Deferred Compensation Plan*

**Summary** – The Town of Canandaigua has established a Deferred Compensation Plan whereby a portion of an employee’s salary may be voluntarily withheld and invested. The money saved is paid out to the employee at a later date, generally during retirement years. Neither the deferred amount nor earnings on investments are subject to current Federal and State Income Taxes. Taxes become payable when the deferred income plus earnings are distributed to the employee, presumably at retirement when the tax bracket may be lower. A description of the plan may be obtained from the Town Manager’s Office.

## 707 **Employee Recognition Program**

**Program Overview** – This program aims to recognize full time employees for continuous employment with the Town of Canandaigua. Employees will be recognized upon reaching employment milestones of 5, 10, 15, 20, 25, 30, and successive 5 year increments until employment is ceased. For the purpose of this program, a full time employee shall be defined as a person consistently working a minimum of 40 hours per week in a permanent position approved by the Town Board. The Town Board may choose to add additional employees to the eligible list such as Board members, Committee members, and part- time employees.

### **Procedures** –

- A. Upon reaching an employment milestone, the employee will be notified by the ~~budget officer~~Town Manager or designee. The ~~budget officer~~Town Manager or designee will work with the ~~Bookkeeper~~HR & Payroll Coordinator to arrange for the recognition ceremony and awards.
- B. Full-time and Part-time employees who reach a milestone event will receive a certificate and an award. The award will be based upon the following schedule which may require Town Board review and modification in future years. Elected Officials, Board Members, and Committee Members are not eligible for a monetary award.
  - 5 years - \$25
  - 10 years - \$50
  - 15 years - \$75
  - 20 years - \$100
  - 25 years - \$200
  - 30 years and all future 5 year milestones - \$300
- C. No later than April 1 of each year, a ceremony will be held to honor the recipients of milestone achievements.
- D. This program will be based upon an employee’s status as of January 1, 2015 and continue for each year after that. The first awards will be distributed prior to April 1, 2016.
- E. In the event employment is severed and the person is re-employed by the Town of Canandaigua, the years when the employee was not employed by the Town of Canandaigua will not add to the length of service. Upon re-employment, the years of service shall add to the existing years of service.

## 800 EMPLOYEE BENEFITS

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### 801 Holidays

**Designated Holidays** – The Town will observe the following holidays along with any other days so designated by the Town Board.

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Floating Holidays** – In addition to the above Designated Holidays, a full-time employee will be credited with three (3) floating holidays each January 1. An employee must receive prior approval from the employee’s Department Head to take a floating holiday. Floating holidays must be used in no less than 1 hour increments. Any floating holidays not used as of December 31 cannot be carried over into the next year and will be cancelled. An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused floating holidays.

Floating holidays will be credited to newly hired full-time employees based upon date of hire, as follows:

- Hired during 1<sup>st</sup> calendar quarter: 2 floating holidays
- Hired during 2<sup>nd</sup> calendar quarter: 1 floating holiday
- Hired during 3<sup>rd</sup> calendar quarter: 0 floating holiday
- Hired during 4<sup>th</sup> calendar quarter: 0 floating holidays

**Holiday Pay** – A full-time employee who does not work on a designated holiday or who uses a floating holiday will be paid for the day, eight (8) hours, at the employee’s regular daily rate of pay. A part-time, temporary or seasonal employee is not eligible for Holiday Pay.

**Assigned to Work on a Holiday** – A full-time employee who works on a designated holiday will be paid one and one-half times the employee’s regular rate of pay for all hours actually worked in addition to Holiday Pay. A part-time, temporary or seasonal employee who works on a designated holiday will be paid at the employee’s regular rate of pay.

**Holiday Occurs on Days Off** – In the event a designated holiday occurs on a day for which a full-time employee was not scheduled to work, holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, normally if a holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, during a compressed workweek, if the holiday occurs on either a Friday or a Saturday, the employee would observe the holiday on the preceding Thursday.

**Holiday Pay Eligibility** – An employee must work the employee’s scheduled workday before and the employee’s scheduled workday after a designated holiday in order to receive Holiday Pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive Holiday Pay for the Monday, unless the employee uses a vacation day, personal day, compensatory time, or a floating holiday. The use of sick time may be used the day before or after a holiday as long as the employee is on an approved sick leave of absence for three or more working days.

## 802 Vacation Leave

### Eligibility –

Full-Time Employees – A full-time employee is eligible for paid vacation leave in accordance with this policy.

Part-Time Employees with a regular work schedule of 20 or more hours per week – A part-time employee with a regular work schedule of 20 or more hours per week shall receive one week of paid vacation leave annually after the completion of one year of employment. The one week granted shall be equal to the average number of hours the employee worked per week in the preceding year, and will be credited on the employee's anniversary date of hire. ~~Such employee must take the vacation in a one-week block.~~ Vacation leave credits can only be used in a minimum of 4 hours and 1 hour increments thereafter for each day and cannot carry over vacation leave into the following anniversary year.

Temporary and Seasonal Employees and Part-time Employees with a regular work schedule of less than 20 hours per week – Such employees are not eligible for paid vacation leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

**Allowance** – A full-time employee will earn paid vacation leave in accordance with the following vacation schedule. An employee may take vacation leave only after it has been credited. The employee will be credited on the first day of January of each year for the leave earned in the previous year.

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

| AFTER COMPLETION OF*:                           | VACATION LEAVE |
|-------------------------------------------------|----------------|
| 1 year                                          | 80 hours       |
| 2 years of service                              | 80 hours       |
| 3 years of service                              | 88 hours       |
| 4 years of service                              | 96 hours       |
| 5 years of service                              | 104 hours      |
| 6 years of service                              | 112 hours      |
| 7 years of service                              | 120 hours      |
| 8 years of service                              | 128 hours      |
| 9 years of service                              | 136 hours      |
| 10 years of service                             | 144 hours      |
| 11 years of service                             | 152 hours      |
| 12 years of service<br>and each year thereafter | 160 hours      |

\*continuous service

**Continuous Service** – Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

## **812 Short –Term Disability Benefits**

**Eligibility** – ~~A full-time~~All employees ~~is~~are provided with short-term disability coverage in accordance with this policy. ~~A part-time, temporary or seasonal employee is not eligible for paid short-term disability coverage.~~—This benefit is to supplement loss of time from work due to a qualified non-job related illness or injury.

**When Coverage Begins** – Coverage will begin on the employee’s first day of employment, provided the employee meets all eligibility requirements.

**Disability Payments** – Disability payments will be in accordance with the terms of the policy. The duration of disability benefits is dependent upon a physician’s certification and consistent with the terms of the policy. There may be a waiting period before an employee can become eligible for disability payments. Full details regarding the policy currently in effect are available from Town Manager’s Office.

**Premium Payment** – The Town will pay the full premium for disability coverage for each eligible employee.

**Reporting of Illness or Injury** – The employee must submit a written report of the illness or injury on the proper application form to the employee’s Department Head and the Town Manager’s Office within twenty-four hours of the occurrence. The Town Manager’s Office will provide the employee with the necessary forms. Proper medical certification will be required and must be submitted with the application form.

**Use of Sick Leave Credits** – An employee may draw from the employee’s sick leave credits in conjunction with disability payments to equal, but not exceed, the employee’s regular daily rate of pay.

**Medical Insurance Coverage** – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

## **813 Unemployment Benefits**

**Coverage** – The Town will make available unemployment benefits to each eligible employee ruled eligible for benefits under New York State labor law.

## **814 Social Security**

**Summary** – Social Security benefits are available for retirement, survivor's benefits, and medical costs under qualifying conditions, as determined by the Federal Social Security Administration Office. Employee contributions to Social Security (FICA) are matched by the Town.

## **815 Clothing Allowance**

**Issuance** – The Town may provide an employee with required uniforms at no expense to the employee.

## **816 Education Assistance**

**Eligible Expenses** – Upon proper authorization and approval of the Town Board, a full-time employee who has completed at least one year of continuous employment will be reimbursed for books and tuition for an amount up to four-hundred dollars (\$400) per calendar year. Each course of study must be career related and be pre-approved by the Town Board. To receive reimbursement for a given course, the employee must successfully pass the course.

**Employment Commitment** – An employee who receives reimbursement for education must sign an agreement to work for the Town for at least twelve calendar months and to repay the Town in the event the employee were to voluntarily leave employment prior to completing the twelve months.

## **817 The New York State Employees' Retirement System**

**Summary** – The Town will make available the New York State Employees' Retirement System pension plan to each eligible employee. An employee is eligible for service retirement benefits after completion of the required minimum period of creditable public sector service (either five or ten years depending on tier.)

**Mandatory Membership** – A full-time employee who began employment with the State of New York or with a participating employer, on or after July 27, 1976, must join the retirement system. An employee who is appointed to a permanent, full-time position on a probationary basis must join the retirement system on the effective date of the probationary appointment. Employment is considered full-time unless:

- The employee works less than thirty hours per week; or
- The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
- Duration of employment for less than one year or employment on less than a 12 month per year basis; or
- The position is either provisional or temporary under Civil Service Law.

**Optional Membership** – An employee who is not mandated to join may join the retirement system. Such employee will be informed, in writing, that the employee may join the Retirement System and will acknowledge receipt of such notice by signing a copy thereof and returning it to the Town Manager's Office. If the employee elects to join the retirement System, the employee must complete the application form and return it to the Town Manager's Office.

**Waiver of Enrollment** – An employee who is not mandated to join the retirement system, and who chooses not to join, must complete a waiver of enrollment form.

## **818 Volunteer Firefighters**

At the discretion of the Department head, volunteer firefighters who are active members of organizations serving the Canandaigua Fire Protection District will be allowed to report to a fire during work hours without having to take the time unpaid or having to utilize their paid time off. The Town will compensate the employee for the hours spent responding to an emergency during their normal work schedule.

The Department Head shall enjoy the discretion, up to a maximum of two (2) times per year, to permit an Employee to report for a half day (utilizing either paid time off, or taking the time unpaid) following a fire or emergency call received after 12:01 a.m.

### **819 Employee Assistance Program**

The Town of Canandaigua offers an Employee Assistance Program to all employees. Coverage will begin on the employee's first day of employment. The Town will pay the full premium for all employees. The Employee Assistance Program provides benefits such as counseling, coaching and online resources. More information can be found in the Town Manager's Office.

## **900 COMPLIANCE POLICIES**

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### ***901 Equal Employment Opportunity***

**Policy Statement** – The Town of Canandaigua is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of race, religion, color, sex, age, national origin, citizenship, disability, marital status, pregnancy, application to or present membership in the uniformed services, veteran status, arrest or conviction record, genetic predisposition or carrier status, sexual orientation, or any other protected class or status. Likewise, the Town prohibits employees, Elected Officials, vendors, suppliers, visitors, customers, and any other non-employee from discriminating against Town employees based on these protected groups. Discrimination based on any of the above is strictly prohibited. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, compensation, promotion, transfer, training, leave of absence, and termination.

**Notification of Policy Violations** – An employee should immediately report any perceived violation of this policy to the employee's Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Manager or any member of the Town Board. All complaints of discrimination will be investigated discreetly and promptly. An employee who reports discrimination will not suffer adverse employment consequences as a result of making the complaint.

**Application of Policy** – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

# ATTACHMENT 20

## **Donation of Sick Time Policy**

### **Policy Statement**

The Town of Canandaigua recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick time. To address this need all eligible employees will be allowed to donate sick time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary. The Town will not advertise any employee's eligibility for donated time. It is the responsibility of the potential donor, rather than the recipient, to initiate the donation process. Potential recipients and their friends are expected to use discretion in soliciting donations. No employee should feel pressure to donate time to a co-worker.

### **Eligibility**

Recipient of Donated Leave – An employee must meet the following criteria to receive donated leave credits:

1. Is eligible to earn leave credits and subject to attendance policies.
2. Has completed at least one (1) year of full-time Town of Canandaigua employment.
3. Has exhausted all accrued leave.
4. Must have a situation that meets the following criteria:
  - a. Serious Health Condition
    - i. An employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of his or her job.
    - ii. A period of incapacity or treatment for such incapacity due to a chronic serious health condition.
    - iii. A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
    - iv. Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.
  - b. Other Personal Crisis
    - i. A personal crisis is of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

Donor of Donated Leave – For an employee to donate accrued sick leave days, an employee must meet the following criteria:

1. Be employed full-time in any Town of Canandaigua department.
2. Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future sick time to donate. No employee may donate any sick time within 30 days of that employee's scheduled retirement or resignation date, or at any time when the employee is suspended from work.
3. Has a minimum balance of at least ten (10) sick days after making the donation.
4. An employee who is currently on an approved leave of absence or who has received notice of termination of employment cannot donate sick time.

## **Guidelines**

Department Heads should verify Recipient's eligibility with satisfactory documentation.

Donation maximum is 8 hours per donor. Employees who receive donated sick time may receive no more than 80 hours (2 weeks) within a rolling 12 month period. The Town Board may choose to authorize employees to receive an additional two weeks with the provision that each employee can donate a maximum of 16 hours.

If the recipient employee has available sick time or any other paid time off in their balance, this time will be used prior to any donated sick time. Donated sick time may only be used for time off related to the approved request. Sick time donated that is in excess of the time off needed will be returned to the donor in the order of last to first.

The Recipient receiving leave donations from other employees will be designated as on 'Donated Leave' and is deemed to be on leave without pay status for attendance and leave purposes. The employee will not accrue sick time.

While on Donated Leave, the Recipient continues to pay their health insurance premium, retirement service credits reported and other payroll deductions withheld from his/her paycheck as long as the paycheck is of an amount sufficient to cover these deductions.

When a Recipient does not have enough donated days to cover the entire payroll period, the Recipient will be on leave without pay and subject to the personnel policies governing that status, including responsibility for health insurance premiums.

## **Procedure**

Employees who wish to donate sick time to a co-worker in need must complete a Donation of Sick Time Request Form and return it to the Personnel Officer.

## **Approval**

Requests for donations of sick time must be approved by the Town Manager, the employee's immediate Supervisor and the Personnel Office of the Town of Canandaigua.

# ATTACHMENT 21

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

1. Date Notice was Sent: \_\_\_\_\_ 1a. Delivered by: \_\_\_\_\_

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
- Method of Operation Change

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

For **Renewal** applicants, answer all questions

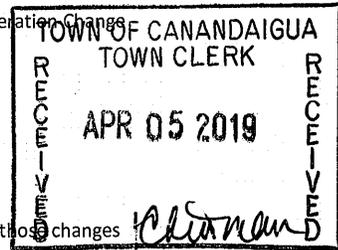
For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

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

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes



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 of Canandaigua

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): N/A Expiration Date (if applicable): N/A

5. Applicant or Licensee Name: Ferona LLC

6. Trade Name (if any): \_\_\_\_\_

7. Street Address of Establishment: 2510 Rochester Road Suite 600

8. City, Town or Village: Canandaigua, NY Zip Code: 14429

9. Business Telephone Number of Applicant/Licensee: 585-905-3922

10. Business E-mail of Applicant/Licensee: \_\_\_\_\_

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

12. 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

13. Type of Establishment: FULL SERVICE DINE IN RESTAURANT

14. 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): \_\_\_\_\_

15. Licensed Outdoor Area: (check all that apply)

- None
- Patio or Deck
- Rooftop
- Garden/Grounds
- Freestanding Covered Structure
- Sidewalk Cafe
- Other (specify): \_\_\_\_\_

- 16. List the floor(s) of the building that the establishment is located on:
- 17. List the room number(s) the establishment is located in within the building, if appropriate:
- 18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No
- 19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No
- 20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- 21. 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**

- 22. Building Owner's Full Name:
- 23. Building Owner's Street Address:
- 24. City, Town or Village:  State:  Zip Code:
- 25. Business Telephone Number of Building Owner:

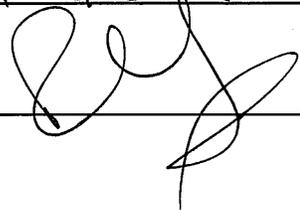
**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

- 26. Representative/Attorney's Full Name:
- 27. Representative/Attorney's Street Address:
- 28. City, Town or Village:  State:  Zip Code:
- 29. Business Telephone Number of Representative/Attorney:
- 30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or 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.

- 31. Printed Principal Name:  Title:

Principal Signature: 

# ATTACHMENT 22

## Proposed Town Parks Pass for City of Canandaigua Residents

100 plastic business cards

Size: 2.1" x 3.4"

Each card will have a unique ID # on the back (range 1-100)

Cost: approximately \$130-\$140 for 100 cards shipped

Front



Back

**PASS PROVIDES PARKING / ENTRY TO ONANDA PARK**

**Town Parks**

Blue Heron Park

Leonard R. Pierce Memorial Park

McJannett Park

Miller Park

Onanda Park

Richard P. Outhouse Park

West Lake School House Park

**PARKS PASS ID #**

**75**

# ATTACHMENT 23

## BYLAWS OF

### CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC.

#### INDEX OF ARTICLES:

|                     |                                                          |
|---------------------|----------------------------------------------------------|
| <u>ARTICLE I.</u>   | <u>NAME AND OFFICES</u>                                  |
| <u>ARTICLE II.</u>  | <u>PURPOSES</u>                                          |
| <u>ARTICLE III.</u> | <u>MEMBERS</u>                                           |
| <u>ARTICLE IV.</u>  | <u>BOARD OF DIRECTORS</u>                                |
| <u>ARTICLE V.</u>   | <u>OFFICERS</u>                                          |
| <u>ARTICLE VI.</u>  | <u>PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS</u> |
| <u>ARTICLE VII.</u> | <u>MISCELLANEOUS</u>                                     |

#### ARTICLE I. NAME AND OFFICES

- A. NAME.** The name of the Corporation shall be CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC.
- B. OFFICES.** The principal offices of the Corporation shall be located at 113 S. Main Street, Canandaigua, New York 14424 and at such other locations as the Board of Directors shall designate.

#### ARTICLE II: POWERS & PURPOSE OF THE CORPORATION

- A. PURPOSES.** The Corporation is organized and exists under §1411 of the New York State Not-for-Profit Law and is authorized to engage in any activity to pursue the purposes set forth therein. Specifically, the purposes for which the corporation is formed are the public purposes of: attracting new and retaining existing business to the greater

Canandaigua region, relieving and reducing unemployment; promoting and enhancing employment opportunities; instructing or training individuals to improve or develop skills; conducting scientific research to attract or retain business; and lessening the burdens of government and acting in the public interest in the Town and City of Canandaigua, New York.

**B.** In furtherance of the purposes stated above, the Corporation shall have the authority to engage in any of the following activities:

1. To construct, acquire, rehabilitate and improve for use by others retail, industrial, commercial, recreation and manufacturing plants and facilities in the territory in which its operations are principally to be conducted, to assist financially in such construction, acquisition, rehabilitation and improvement, to maintain such plants and facilities for others in such territory; to disseminate information and furnish advice, technical assistance and liaison with federal, state and local authorities with respect thereto;
2. To acquire by purchase, lease, gift, bequest, devise or otherwise real or personal property or interest therein;
3. To borrow money and to issue negotiable bonds, notes and other obligations therefore;
4. To sell, lease, mortgage or otherwise dispose of or encumber any such plants or any of its real or personal property or any interest therein upon such terms as it may determine;
5. In connection with loans from New York State and United States government agencies, to enter into covenants and agreements and to comply with all the terms,

conditions and provisions thereof, and otherwise to carry out its corporate purposes and to foster and encourage the location or expansion of retail, industrial, commercial, recreational or manufacturing facilities in the territory in which the operations of such corporation are principally to be conducted, and

6. To do all and everything suitable for the accomplishment of any of the foregoing purposes; including but not limited to retail loans and assistance to retail businesses.

**C. PROHIBITIONS.** The Corporation shall be prohibited from the following activities:

1. From providing compensation to any of its board members or officers.
2. From borrowing money and/or issuing bonds, notes and other obligations that are guaranteed, or could be assumed, by the City and/or Town of Canandaigua.
3. From the use of eminent domain to acquire real property.

**D. TRANSPARENCY.** The Corporation shall maintain transparency in all its activities to the greatest extent practicable. The Corporation, determined by the New York State Authority Budget Office (ABO) to be a local authority, is subject to the Public Authority Accountability Act of 2005 (PAAA), as amended by the Public Authorities Reform Act of 2009 (PARA) and shall be required to comply with all applicable statutory requirements including the requirement to submit an annual report to the ABO and post information on their mission, current activities and finances on a Corporation website. Furthermore, the Corporation is considered an agency of local government for purposes of the Freedom of Information Law (FOIL) and is subject to the Open Meetings Law (OML).

### **ARTICLE III: MEMBERS**

The Members of the Corporation shall be: The Town of Canandaigua, represented by the Town Board, the City of Canandaigua, represented by the City Council, and the Canandaigua Chamber of Commerce, represented by the Chamber Board. Consent of Members shall be by majority vote of their respective governing bodies: Town of Canandaigua, Town Board; City of Canandaigua, City Council; Chamber of Commerce, Chamber Board of Directors.

### **ARTICLE IV: BOARD OF DIRECTORS**

The Corporation shall be managed by its Board of Directors.

- A. NUMBER OF DIRECTORS.** The Board of Directors shall consist of five (5) voting directors and three ex-officio non-voting members. The following individuals shall serve as ex-officio non-voting members of the Board of Directors: (1) Town Manager of the Town of Canandaigua; (2) City Manager of the City of Canandaigua; (3) Executive Director of the Canandaigua Chamber of Commerce.
- B. QUALIFICATION OF DIRECTORS.** Each Director shall be at least nineteen (19) years of age, and must either reside in, or have a business interest in the City of Canandaigua or the Town of Canandaigua.
- C. APPOINTMENT OF DIRECTORS.** The Town Board of the Town of Canandaigua shall appoint two (2) directors – one (1) of which is an elected member of the Town Board; the City Council of the City of Canandaigua shall appoint two (2) directors – one (1) of which is an elected member of the City Council; and the Board of Directors

of the Canandaigua Chamber of Commerce shall appoint one (1) director from its Board of Directors.

**D. TERM OF DIRECTORS.** The term of each appointment to the Board of Directors shall be three (3) years. No director shall serve more than three (3) consecutive terms. To stagger Board enrollment, the initial terms of the inaugural board will be the following, with 3-year terms thereafter:

|                              |                      |
|------------------------------|----------------------|
| Elected City Council Member: | First term – 1 year  |
| City Council Appointee:      | First term – 2 years |
| Elected Town Board Member:   | First term – 1 year  |
| Town Board Appointee:        | First term – 2 years |
| Chamber Board Member:        | First term – 3 years |

**E. REMOVAL/TERMINATION OF DIRECTORS.** A director shall be automatically terminated by death or when a director moves his or her residence from, or no longer has a business interest in, the City or Town of Canandaigua without action or approval of the Board of Directors. A director appointed as the elected official of the Town or City, shall be terminated at the end of their elected term in office and a director appointed by the Chamber shall be terminated at the end of their Chamber Board service, without action or approval of the Board of Directors. A director may be removed for cause, including violation of article 18 of New York General Municipal Law. Failure to attend three (3) consecutive meetings of the Board of Directors shall constitute just cause for the removal of a director when approved by two-thirds majority vote of the Board of Directors.

**F. QUORUM OF DIRECTORS.** A majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of

business. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

**G. ACTION OF THE BOARD.** Unless otherwise required by law, the vote of a majority of the Board of Directors present at the time of the vote, if a quorum is present at the time of such vote, shall be the act of the Board of Directors. Each voting director present shall have one (1) vote.

**H. PLACE AND TIME OF BOARD MEETINGS.** The Board of Directors may hold its meetings at any place within the Town or City of Canandaigua. The Board of Directors shall hold at least one (1) meeting per month unless otherwise decided by the Board of Directors.

**I. SPECIAL MEETINGS OF BOARD OF DIRECTORS.** Special meetings of the Board of Directors may be called by directors. The Secretary shall cause a notice of such meeting to be transmitted to all members of the Board of Directors at least seven (7) days but not more than fifty (50) days before the scheduled date of such meeting. Such Notice shall state the date, time, place, and purpose of the meeting and by whom called.

**J. NOTICE OF MEETINGS; ADJOURNMENT.** Regular meetings of the Board of Directors may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Board of Directors shall be held upon notice as stated above. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting, or who attends the meeting.

- K. ACTION BY DIRECTORS WITHOUT A MEETING.** Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting by written consent, setting forth the action so taken, signed by all the directors entitled to vote, or by email approval of a majority of the Board of Directors.
- L. CHAIRMAN.** At all meetings of the Board of Directors the President of the Board of Directors shall preside as chairman. In the absence of the President the Vice President shall preside as chairman. If neither the President or Vice President is available, the board members present shall select one of their own to preside as temporary chairman.
- M. EXECUTIVE AND OTHER COMMITTEES.** The Board of Directors, by resolution adopted by a majority vote, may designate from among its members an executive committee or other committees. Each such committee shall serve at the pleasure of the Board of Directors.

## **ARTICLE V: OFFICERS**

- A. ELECTION; TERM.** The Board of Directors shall elect from its voting membership a President, Vice President, Secretary, and Treasurer, and such other officers as it may determine who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected at the annual January meeting of the Board of Directors, or at such other meeting of the Board of Directors and shall hold office for a term of one (1) year. No officer shall be re-elected after serving six (6) consecutive terms. The Secretary may be an ex-officio member of the Board of Directors.

- B. REMOVAL AND RESIGNATION.** Any officer elected by the Board of Directors may be removed by the Board of Directors with or without cause. In the event of the death, resignation, or removal of an officer, the Board of Directors may elect a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of President and Treasurer.
- C. PRESIDENT.** The President shall be the Chief Executive Officer of the Corporation. The President shall preside at all meetings of the Members and of the Board of Directors. The President shall have the general management of the affairs of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.
- D. VICE PRESIDENT.** During the absence or disability of the President, the Vice President shall have all the powers and duties of the president. The Vice President shall perform such other duties as the Board of Directors shall prescribe.
- E. TREASURER.** The Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall deposit said funds in the name of the Corporation in such bank or trust company as the directors may determine.
- F. SECRETARY.** The Secretary shall keep and maintain the minutes of the Board of Directors and the records of the Corporation.
- G. SURETIES AND BONDS.** In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his/her duties to the Corporation and including responsibility for negligence and for the accounting for all property, funds, or securities of the Corporation which may come into his/her hands.

## **ARTICLE VI: PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS**

- A.** All income and earnings of the Corporation shall be used exclusively for its corporate purposes or shall accrue and be paid to the New York job development authority;
- B.** No part of the income or earnings of the Corporation shall inure to the benefit or profit of, nor shall any distribution of its property or assets be made to any member or private person, corporate or individual, or any other private interest, except that the Corporation may repay loans upon majority vote of the Board of Directors;

## **ARTICLE VII: MISCELLANEOUS**

- A. CONSTRUCTION.** If there shall be any conflict between the provisions of the Certificate of Incorporation filed with the New York State Secretary of State and these bylaws, the provisions of the Certificate of Incorporation shall govern.
- B. AMENDMENTS.** These bylaws may be adopted, amended or repealed by the Board of Directors, with the exception of Article VII. paragraph C below, upon a majority vote of the entire Board of Directors at a regular or special meeting. Before these bylaws may be amended each Member must consent in writing.
- C. DISSOLUTION.** The corporation is dissolved upon a majority vote of the Members. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Supreme Court of Ontario County exclusively

for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes, as said Court shall determine.

The foregoing Bylaws are hereby adopted by majority vote of the Board of Directors of **CANANDAIGUA LOCAL DEVELOPMENT CORPORATION, INC.**

ON \_\_\_\_\_, 2019

Director: AYE NAY

The adoption of the foregoing Bylaws was approved by the Town Board of the Town of Canandaigua by Resolution # \_\_\_\_\_ -2019 on \_\_\_\_\_, 2019

The adoption of the foregoing Bylaws was approved by the City Council of the City of Canandaigua by Resolution # \_\_\_\_\_ on \_\_\_\_\_, 2019

The adoption of the foregoing Bylaws was approved by the Board of Directors of the Canandaigua Chamber of Commerce by Resolution # \_\_\_\_\_ on \_\_\_\_\_, 2019

Adopted by the Board of Directors and signed by its President on the \_\_\_\_\_ day of \_\_\_\_\_, 2019:

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

# ATTACHMENT 24

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF CANANDAIGUA AND THE CITY OF CANANDAIGUA  
RELATED TO ECONOMIC DEVELOPMENT AND THE CANANDAIGUA LOCAL  
DEVELOPMENT CORPORATION, INC.**

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This Memorandum of Understanding is entered into this \_\_ day of \_\_\_\_\_, 201\_ by and between the Town of Canandaigua (“Town”), whose principal place of business is located at 5440 Routes 5 & 20; Canandaigua, NY 14424 and the City of Canandaigua (“City”), whose principal place of business is located at 2 North Main Street; Canandaigua, NY 14424.

WHEREAS, the Town and the City desire to work together to further the economic development of the Town of Canandaigua and the City of Canandaigua (“Canandaigua Area”); and

WHEREAS, the Town and the City have determined that it is in the best interests of the Town and the City to jointly form a Local Development Corporation under the Non-Profit Corporation Law of the State of New York; and

WHEREAS, the Town and the City desire to work with the Canandaigua Chamber of Commerce in the operation of said Local Development Corporation; and

NOW THEREFORE, in exchange for the mutual promises contained herein, the parties set forth the following terms, understandings, and agreements:

1. **Binding Effect.** This Memorandum of Understanding is intended to be binding on the parties.
2. **Mutual Understanding.**
  - a. The Town and City have jointly created a Local Development Corporation to be named the Canandaigua Local Development Corporation, Inc.

("LDC"). The Certificate of Incorporation and Bylaws of the LDC are attached hereto and made a part herein as EXHIBIT A.

- b. The Town agrees to contribute \$50,000.00 per year to the LDC for three consecutive years commencing in 2019.
  - c. The City agrees to contribute \$50,000.00 per year to the LDC for three consecutive years commencing in 2019.
  - d. The Town agrees to cooperate with the LDC and the City in furtherance of the LDC's mission in keeping with the Town's Comprehensive Plan.
  - e. The City agrees to cooperate with the LDC and the Town in furtherance of the LDC's mission in keeping with the City's Comprehensive Plan.
  - f. The Town and the City shall enter into a contract with the LDC by which the LDC shall be required to conduct an annual audit of its operations and finances.
  - g. The LDC shall make an annual report of its operations and finances to the Town, City, and Canandaigua Chamber of Commerce.
  - h. The LDC shall operate with transparency in compliance with the NYS Public Authorities Law.
3. **Term of Agreement.** The term of this Memorandum of Understanding shall be three (3) years.
4. **Good Faith.** All parties agree to pursue this Memorandum of Understanding in good faith and to make their best efforts to cooperate in the processes described herein.
5. **Parties.**

a. Town of Canandaigua  
5440 Routes 5 & 20  
Canandaigua, NY 14424  
Attn: Doug Finch, Town Manager  
dfinch@townofcanandaigua.org

b. City of Canandaigua  
2 North Main Street  
Canandaigua, NY 14424  
Attn: John Goodwin, City Manager  
\_\_\_\_\_@\_\_\_\_\_

6. **Notices.** Any notices to be given under this Memorandum of Understanding shall be in writing, sent by first class mail, postage prepaid, and by email addressed to such party at the email addresses and mailing addresses stated in §7, above. Notices sent in accordance with this section shall be deemed effective on the date sent by email.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding.

TOWN OF CANANDAIGUA

CITY OF CANANDAIGUA

\_\_\_\_\_  
Doug Finch, Town Manager  
Date: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
John Goodwin, City Manager  
Date: \_\_\_/\_\_\_/\_\_\_

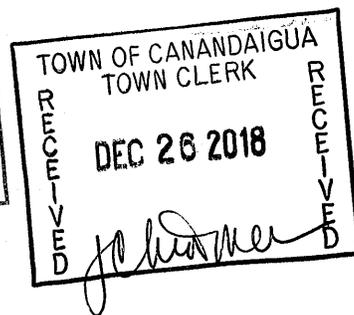
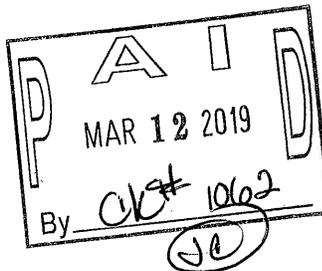
# ATTACHMENT 25

# Town of Canandaigua

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

December 26, 2018

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



**RE: GROVE ENGINEERING FOR WEST LAKE ESTATES LLC**  
**EROSION CONTROL SURETY ESTIMATE REVIEW**  
**TAX MAP NO. 140.14-1-14.211**  
**CPN No. 18-031**  
**ADDRESS: 4788 COUNTY ROAD 16**

Dear Mr. Finch,

Please be advised that I have completed a review of the submitted Erosion Control Surety Estimate dated May 18, 2018, prepared by William Grove PE of Grove Engineering for the above referenced project.

Based on our review of the submitted estimate we recommend that an Erosion Control Surety be approved in the amount of **\$4,175 (Four-Thousand One-Hundred Seventy-Five Dollars and No Cents)**. The breakdown of this amount is on the attached estimate.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Jensen".

Chris Jensen  
Town of Canandaigua – Code Enforcement Officer

C Jean Chrisman, Town Clerk  
Project Binder  
Grove Engineering

|                               |
|-------------------------------|
| APPROVED                      |
| <br>Doug Finch – Town Manager |
| 3/12/19<br>Date               |



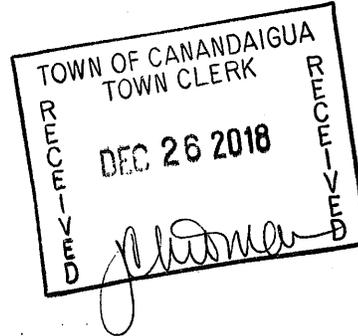
# GROVE ENGINEERING

8677 STATE ROUTE 53  
NAPLES, NEW YORK 14512  
585-797-3989 PHONE  
585-531-4084 FAX  
grove.engineering@yahoo.com

May 18, 2018

Eric Cooper  
Zoning Officer  
Town of Canandaigua

Sent via Email



Re: Soil stabilization and erosion control cost estimate  
Proposed Mink House, 4788 County Rd 16 (Lot 2), TM# 140.14-1-14.211

Dear Mr. Cooper,

As required by the Final Site Plan Requirements of the Town, here are the estimated costs for the installation and maintenance of the soil stabilization and erosion control on the above referenced project:

|                                      |                 |         |
|--------------------------------------|-----------------|---------|
| Silt Fence                           | 325 LF @ \$3/LF | = \$975 |
| Stabilized Construction Entrance     | Lump Sum        | = \$500 |
| Rip-Rap Check Dam                    | 9 @ \$100 each  | = \$900 |
| Level Spreader                       | Lump Sum        | = 1000  |
| Temporary seed/mulch                 | Lump Sum        | = \$300 |
| Final seed/mulch all disturbed areas | Lump Sum        | = \$500 |

Total: \$4175

If you have any questions, feel free to contact me.

Sincerely,

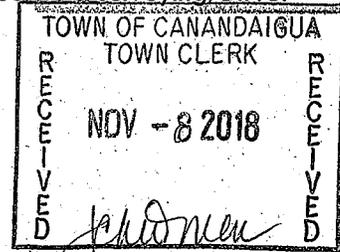


William J. Grove, P.E.

# ATTACHMENT 26

November 5, 2018

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



**RE: FOX RIDGE SUBDIVISION, PHASE 5B-2  
 LETTER OF CREDIT ESTIMATE REVIEW  
 TAX MAP No: 097.1-009.211  
 CPN No.: 024-15  
 MRB PROJECT No.: 0300.12001.000 – PHASE 049**

Dear Mrs. Chrisman,

Please be advised that MRB Group has completed a review of the previously approved Letter of Credit Estimate dated May 29, 2015, which has recently expired, for the approved Final Subdivision Plans titled: Fox Ridge Subdivision, Phase 5B-2, prepared by Venezia and Associates.

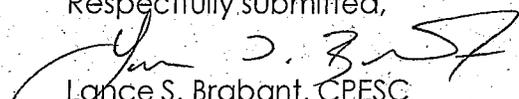
Based on our review, we recommend that a new irrevocable Letter of Credit be approved in the amount of **\$17,107.20** to cover the costs of the below listed items which have yet to be completed. A copy of the applicant's Engineers Estimate is enclosed for your file.

|                         | <u>Quantity</u> | <u>Construction Cost</u> |
|-------------------------|-----------------|--------------------------|
| 1-1/2" Top Coat, Type 7 | 11,100 SF       | \$9,102.00               |
| Street Light            | 1 EA            | \$5,000.00               |
| Street Tree             | 6 EA            | \$450.00                 |
| Record Mapping          | 1 EA            | \$1,000.00               |
| <b>Subtotal</b>         |                 | <b>\$15,552.00</b>       |
| <b>10% Contingency</b>  |                 | <b>\$1,555.20</b>        |
| <b>Total</b>            |                 | <b>\$17,107.20</b>       |

Please note that the original surety documentation regarding the establishment of the Letter of Credit 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.

Please feel free to contact our office with any comments and/or questions you may have in this regard.

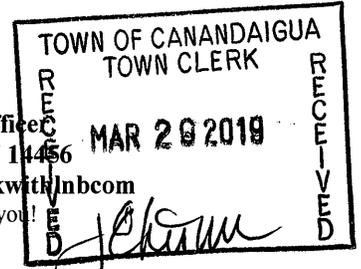
Respectfully submitted,

  
 Lance S. Brabant, CPESC  
 Director of Planning Services



Established 1865

Stephen V. DeRaddo  
EVP Chief Development Officer  
399 Exchange St. Geneva, NY 14456  
Tel. 315-781-5012 sderaddo@bankwithlnb.com  
It's all about *people*. LNB and you!



Beneficiary:  
Town of Canandaigua  
Canandaigua, New York

Effective Date: November 14, 2018  
Expiration Date: November 14, 2019

**Irrevocable Letter of Credit No. 432**  
**Amount: \$17,107.20**

To whom it may concern:

At the request of and on the account of Venezia Associates LLC, Canandaigua, New York, hereinafter called Principal, we hereby issue this Letter of Credit in your favor and hereby authorize you to draw on The Lyons National Bank up to an aggregate amount of **\$17,107.20 (Seventeen Thousand one hundred seven Dollars and 20/100)**, available by your draft at sight accompanied by the following documents:

- 1.) A copy of this Letter of Credit
- 2.) An invoice or statement indicating the excess cost or liability resulting from a default as described in 1, 2 & 3 below, or
- 3.) Your officially signed and acknowledged statement: "The attached invoice(s) or bills, for labor or material in the amount (\$ \_\_\_\_\_) for the work to be completed per the MRB Group letter dated November 5, 2018 for Fox Ridge Subdivision, Phase 5B-2"

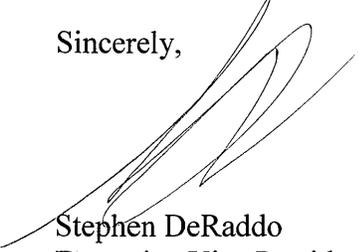
This letter is issued in favor of the Town of Canandaigua (hereinafter called "Town") for any excess cost or liability resulting from a default in the work to be completed per the MRB Group Letter, dated November 5, 2018 by Venezia Associates LLC for the Fox Ridge Subdivision, Phase 5B-2.

The following events shall constitute a default by the Principal under the terms of said contract:

- 1.) Failure to perform the above referenced work in accordance with the MRB Group letter dated November 5, 2018.

**Drafts must be drawn and presented on or before November 14, 2019. Each draft must be endorsed with the statement that it is drawn against Letter of Credit No. 432for Venezia Associates LLC. This letter is Irrevocable.**

Sincerely,



Stephen DeRaddo  
Executive Vice President

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On this     day of November, 2018 before me personally appeared Stephen DeRaddo and he did say that he resides in Geneva, New York: that he is the Executive Vice President of The Lyons National Bank, the corporation described in, and which executed, the within instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



\_\_\_\_\_  
Notary Public

**CHARLES KENNETH PARKHURST**  
Notary Public, State of New York  
No. 01PA6350873  
Qualified in Ontario County  
Commission Expires November 21, 2022