

**Canandaigua Town Board
Meeting Agenda
August 21, 2017
6:00pm**

- Call To Order and Pledge of Allegiance
 - Pledge led by Keith Cutri, Deputy Town Supervisor
- Roll Call
 - Town Clerk Confirmation meeting was properly advertised
- Circulation of Written Communications and Correspondence
 - Letter, Cornell University Cooperative Extension, Ontario County Household Hazardous Waste Collection Day Flyer, August 8, 2017
 - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, Updates, July 28, 2017
 - Letter, Leccese Family, Fire Protection Services, July 26, 2017
 - Letter, Giblin Family, Fire Protection Services, July 25, 2017
 - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, Updates, July 20, 2017
 - Letter, Charter Communications, Chris Mueller, Director of Government Affairs, Updates, July 11, 2017
 - Newsletter, Cornell University Cooperative Extension Ontario County, The Inside Dirt, Volume 15, Issue 6, July 2017
 - Letter, Finger Lakes Land Trust, Successful History of Conservation, Summer 2017
 - Newsletter, Finger Lakes Land Trust, Afoot in the Field, Volume 8, Issue 2, Summer 2017
 - Newsletter, Ontario Pathways, Summer 2017
 - Newsletter, Finger Lakes Land Trust, The Land Steward, Volume 29, No. 3, Summer 2017
 - Newsletter, Canandaigua Lake Watershed Association, The Lake Reporter, Summer 2017
 - Letter, Casella Recycling, Acceptable Items, July 10, 2017
- Privilege of the Floor
- Presentations
 - TDR, BFJ Planning, Simon Kates ~ 10 minutes
 - Conservation Easement Proposal, 2235 County Road 28 – Mr. Dewey ~ 5 minutes
 - Town Hall, HVAC ~ 5 minutes
 - Complete Streets ~ 5 minutes
- Public Hearings

Continued Public Hearings:

- Public Hearing on the Declared Unsafe Building Located at 2411 State Route 332
- Public Hearing on a Local Law to Rezone 3311 State Route 364 from R-1-20 to MUO and Amend Official Zoning Map to Reflect Such Changes; and SEQR Intent to Declare Lead Agency

New Public Hearings:

- Priority Business
- Reports of Town Officials and Department Heads

Written reports prepared by the following officials are included with this agenda. These reports are identified as Attachment 1 to the agenda.

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

Continued Resolutions:

New Resolutions:

PERSONNEL

- Resolution No. 2017 – 273: Establishing the Standard Work Day for Retirement Purposes for the Town Manager
- Resolution No. 2017 – 274: Appointment of Parks and Recreation Committee Member

- Resolution No. 2017 – 275: Ratification of Employee Agreement Between the Town of Canandaigua and the Town of Canandaigua Highway Employees’ Association for 2017-2018 and Authorization for Town Supervisor to Execute Agreement
- Resolution No. 2017 – 276: Setting a Public Hearing on a Local Law to Amend the Residency Requirements for the Position of Deputy Town Clerk and SEQR Intent to Declare Lead Agency

FINANCIAL PLANNING

- Resolution No. 2017 – 277: Acceptance of the Monthly Financial Reports
- Resolution No. 2017 – 278: Budget Transfer Request to Transfer Funds from Director of Development, Contractual to Town Manager, Contractual
- Resolution No. 2017 – 279: Budget Transfer Request to Transfer Funds from Playground/Recreation Contractual Expenditures to Recreation/Director Contractual
- Resolution No. 2017 – 280: Budget Adjustment Request to Increase Funds Lakewood Meadows Lighting District Appropriated Fund Balance and Increase Lakewood Meadows Lighting District, Utilities
- Resolution No. 2017 – 281: Budget Transfer Request to Adjust Workers Compensation and HSA Expenditure Lines in the General and Highway Funds
- Resolution No. 2017 – 282: Budget Transfer Request to Transfer Funds from Supervisor, Contractual to Town Board, Contractual
- Resolution No. 2017 – 283: Adoption of Credit Card Policy for Town Issued Credit Cards

PUBLIC WORKS

- Resolution No. 2017 – 284: Approval of Maintenance Agreement with Cummings Northeast, LLC for Goodale Road Pump Station Generator
- Resolution No. 2017 – 285: Approval of Wells Curtice Road Drainage Study
- Resolution No. 2017 – 286: Approval of Teracai Statement of Work to Complete Water Supply Cybersecurity Vulnerability Assessment
- Resolution No. 2017 – 287: Adopting a Town of Canandaigua Complete Streets Policy and Establishing a Complete Streets Committee
- Resolution No. 2017 – 288: Appointing Individuals to Serve on Complete Streets Committee

TECHNOLOGY

- Resolution No. 2017 – 289: Integrated Systems Professional Agreement

PUBLIC SAFETY & SECURITY

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GENERAL/COMPREHENSIVE PLANNING

- Resolution No. 2017 – 290: Soil Erosion and Sediment Control Surety for 3822 County Road 16 (Tax Map # 113.09-3-12.100)
- Resolution No. 2017 – 291: Setting a Public Hearing on a Text Code Amendment to Town Code Chapter 220-9 that would Remove Language Prohibiting Decks and Porches on Accessory Structures; and SEQR Intent to Declare Lead Agency
- Resolution No. 2017 – 292: Setting a Public Hearing on a Text Code Amendment to Town Code Chapter 174-32 that would Allow the Town Manager Approval of Sureties Under \$20,000; and SEQR Intent to Declare Lead Agency
- Resolution No. 2017 – 293: Setting a Public Hearing on a Proposed Conservation Easement at 2235 County Road 28
- Resolution No. 2017 – 294: Approval of RFP for Management Services to Assist with Administration of the Awarded Akoustis Technology, Inc Community Development Block Grant

- Resolution No. 2017 – 295: Soil Erosion and Sediment Control Surety for North Road (Tax Map # 71.09-2-35.000)
- Resolution No. 2017 – 296: Soil Erosion and Sediment Control Surety for Hickox Road (Tax Map # 97.00-1-52.110)
- Resolution No. 2017 – 297: Woody’s Café Alcoholic Beverages License Notice
- Resolution No. 2017 – 298: Acceptance of Labella Associates Proposal for Open Space and Conservation Master Planning Services and Authorization of Town Manager to Execute Documents
- Resolution No. 2017 – 299: Order by the Town Board of the Town of Canandaigua to Mr. Charles W. and Mrs. Jane W. Gavett to Repair, Vacate or Demolish the Building at 2411 State Route 332
- Resolution No. 2017 – 300: Authorization for Town Manager to Issue RFP for Town Hall HVAC System in Accordance with M/E Engineering Design for the Upper Floor Plan of Town Hall

RESOLUTION NO. 2017 – 273: ESTABLISHING THE STANDARD WORK DAY FOR RETIREMENT PURPOSES FOR THE TOWN MANAGER

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

WHEREAS, the Town of Canandaigua has reviewed and recommends establishment of the standard work day for the Town Manager to be 8 hours; and

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

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

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

RESOLUTION NO. 2017 – 274: APPOINTMENT OF PARKS AND RECREATION COMMITTEE MEMBER

WHEREAS, a vacancy exists on the Town of Canandaigua Parks and Recreation Committee; and

WHEREAS, the opening was advertised on the Town’s website and mailchimp program; and

WHEREAS, the Director of Parks and Recreation and Park and Recreation Committee members conducted interviews with three individuals interested in serving on the Parks and Recreation Committee; and

WHEREAS, the Director of Parks and Recreation and Parks and Recreation Committee are recommending the appointment of David Korpel; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby appoints David Korpel to the Town of Canandaigua Parks and Recreation Committee.

RESOLUTION NO. 2017 – 275: RATIFICATION OF EMPLOYEE AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND THE TOWN OF CANANDAIGUA HIGHWAY EMPLOYEES’ ASSOCIATION FOR 2017-2018 AND AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AGREEMENT

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering the ratification of an Employee Agreement by and between the Town of Canandaigua and the Town of Canandaigua Highway Employees’ Association for the calendar year 2017 and the calendar year 2018 (herein after referred to as the “agreement”); and

WHEREAS, the Town Supervisor received notice on November 18, 2016 from the Communications Workers of America AFL-CIO, Local 1170, to bargain on behalf of the Town of Canandaigua Highway Employee’s Association; and

WHEREAS, the Town Supervisor began correspondence with the Communications Workers of America, Local 1170 on November 23, 2016; and

WHEREAS, the Town Board appointed a new individual to fill the vacant position of Town Supervisor on January 9, 2017, and a Town Manager on March 13, 2017; and

WHEREAS, the Town Supervisor, with the Town Manager, Town Attorney, Finance Clerk/HR and representatives of the Town of Canandaigua Highway Employees’ Association held meeting(s) regarding the request including items for the proposed agreement on February 16, 2017; March 3, 2017; March 30, 2017; May 2, 2017; May 16, 2017; May 30, 2017; June 15, 2017; June 22, 2017; June 28, 2017; and

WHEREAS, it is the recommendation of the Town Supervisor and the Town Manager to execute the proposed agreement, a copy which is herein and described as Attachment 4 for the calendar year 2017 and the calendar year 2018; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby ratifies this agreement and directs the Town Supervisor to sign any and all documents related to the execution of this agreement.

RESOLUTION NO. 2017 – 276: SETTING A PUBLIC HEARING ON A LOCAL LAW TO AMEND THE RESIDENCY REQUIREMENTS FOR THE POSITION OF DEPUTY TOWN CLERK AND SEQR INTENT TO DECLARE LEAD AGENCY

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

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

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

WHEREAS, a copy of the local law is included with this agenda and is identified as Attachment 5 to the agenda; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on September 18, 2017 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424; and

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

RESOLUTION NO. 2017 – 277: 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 July 2017 Monthly Revenue/Expense Control Report, Cash Summary Report, EFPR Solutions Executive Summary Report, as well as the and Highway/Water Department Overtime Report and All Department Overtime Report; and

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

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

RESOLUTION NO. 2017 – 278: BUDGET TRANSFER REQUEST TO TRANSFER FUNDS FROM DIRECTOR OF DEVELOPMENT, CONTRACTUAL TO TOWN MANAGER, CONTRACTUAL

WHEREAS, this Board enacted the position of Town Manager for the Town of Canandaigua and re-assigned the Director of Development to this position; and

WHEREAS, a budget transfer was approved and completed to adjust the wages to the appropriate lines but the contractual lines were not included in that transfer approval; and

WHEREAS, there needs to be funds in both the Development office contractual and Town Manager contractual lines for expenses attributed to those functions; and

WHEREAS, the Town Bookkeeper has reviewed the funds in the impacted lines and recommends the transfer to the Budget Officer and Town Board; and

WHEREAS, the Bookkeeper is recommending a budget transfer of \$1,500.00 from A.8010.403, Director of Development, Contractual to A.1230.400, Town Manager, Contractual; and

WHEREAS, a copy of the budget transfer is included with this agenda and is identified as Attachment 6 to the agenda; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes a budget transfer of the \$ 1,500.00 from A.8010.403 to A.1230.400.

RESOLUTION NO. 2017 – 279: BUDGET TRANSFER REQUEST TO TRANSFER FUNDS FROM PLAYGROUND/RECREATION CONTRACTUAL EXPENDITURES TO RECREATION/DIRECTOR CONTRACTUAL

WHEREAS, the Recreation Director has reviewed current appropriation lines and estimated expenses for the remainder of the recreation season; and

WHEREAS, after said review the Director has requested a budget transfer to allocate funds into the appropriate expenses accounts to cover anticipated remaining expenses; and

WHEREAS, the Town Bookkeeper has reviewed the requested transfer, funds remaining in the impacted lines and recommends the transfer to the Budget Officer and Town Board; and

WHEREAS, the Parks and Recreation Director is requesting a budget transfer of \$2,500.00 from A.7140.400, Playground/Recreation Contractual to A.7020.400, Recreation Director, Contractual; and

WHEREAS, a copy of the budget transfer is included with this agenda and is identified as Attachment 7 to the agenda; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes a budget transfer of the \$ 2,500.00 from A.7140.400 to A.7020.400.

RESOLUTION NO. 2017 – 280: BUDGET ADJUSTMENT REQUEST TO INCREASE FUNDS LAKEWOOD MEADOWS LIGHTING DISTRICT APPROPRIATED FUND BALANCE AND INCREASE LAKEWOOD MEADOWS LIGHTING DISTRICT, UTILITIES

WHEREAS, when the 2017 budget was prepared and adopted, the intent was to use fund balance to cover utility expenses instead of raising additional funds through the tax levy for the district; and

WHEREAS, no taxes were assessed, but the entry for the use of fund balance to fund the utility expense line was not entered; and

WHEREAS, there needs to be sufficient funds to cover utility expenses through the end of the year and resolve the negative balance that currently exists in that line; and

WHEREAS, the Bookkeeper is recommending a budget adjustment of \$360.00 by increasing SL.9000.244, Lakewood Meadows Lighting District Appropriated Fund Balance and increasing SL.5182.400.244, Utilities-Electric, Lakewood Meadows Lighting District; and

WHEREAS, a copy of the budget transfer is included with this agenda and is identified as Attachment 8 to the agenda; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the following budget adjustment:

Increase SL.9000.244, Lakewood Meadows Lighting District Appropriated Fund Balance by \$360.00
Increase SL.5182.400.244, Utilities-Electric, Lakewood Meadows Lighting District by \$360.00

RESOLUTION NO. 2017 – 281: BUDGET TRANSFER REQUEST TO ADJUST WORKERS COMPENSATION AND HSA EXPENDITURE LINES IN THE GENERAL AND HIGHWAY FUNDS

WHEREAS, when the 2017 budget was prepared and adopted the amounts for Workers Compensation Insurance expenses and HSA deposits were estimated for each fund; and

WHEREAS, sufficient funds for these two expenses exist in the overall Town budget, but need to be reallocated to the funds based on actual expenses; and

WHEREAS, there are sufficient funds in these lines in the General Fund and a shortage in the Highway Fund; and

WHEREAS, the Bookkeeper is recommending budget transfers of \$9,768.87 from the General Fund Workers Compensation Account and \$1620.00 from the General Fund HSA Account to be transferred to the same lines in the Highway Fund; and

WHEREAS, a copy of the budget transfer is included with this agenda and is identified as Attachment 9 to the agenda; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Bookkeeper to make the entries necessary to accomplish following budget transfers:

\$9,768.87 from A.9040.800, Workers Compensation to D.9040.800, Workers Compensation
And
\$1,620.00 from A.9060.830, HSA to D.9060.830, HSA

RESOLUTION NO. 2017 – 282: BUDGET TRANSFER REQUEST TO TRANSFER FUNDS FROM SUPERVISOR, CONTRACTUAL TO TOWN BOARD, CONTRACTUAL

WHEREAS, expenses related to advertising for Town Board Meetings and required Public Hearings has exceeded the original amount budgeted; and

WHEREAS, it is anticipated that there will be additional expenses to this line during the remainder of 2017; and

WHEREAS, the Town Bookkeeper has reviewed the funds in the impacted lines and recommends the transfer to the Budget Officer and Town Board; and

WHEREAS, the Bookkeeper is recommending a budget transfer of \$500.00 from A.1220.400, Supervisor, Contractual to A.1010.400, Town Board, Contractual; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes a budget transfer of the \$ 500.00 from A.1220.400 to A.1010.400.

RESOLUTION NO. 2017 – 283: ADOPTION OF CREDIT CARD POLICY FOR TOWN ISSUED CREDIT CARDS

WHEREAS, the Town Board approved a Town issued credit card to be issued to the Town Clerk, Highway Superintendent, and Town Manager to accommodate purchases and conference associated expenses; and

WHEREAS, the Town Clerk, Highway Superintendent, and Town Manager has worked with the

Financial Planning Committee on the creation of a Credit Card Policy which is identified as Attachment 10 to the agenda; and

NOW THEREFORE BE IT RESOLVED, the Town Board hereby adopts the Credit Card Policy for the Town issued credit cards which shall be reviewed by the Town Board on an annual basis and directs the Town Clerk to maintain a copy in the Policy and Procedure book located in her office.

RESOLUTION NO. 2017 – 284: APPROVAL OF MAINTENANCE AGREEMENT WITH CUMMINGS NORTHEAST, LLC FOR GOODALE ROAD PUMP STATION GENERATOR

WHEREAS, the Goodale Road Pump Station houses a Cummins emergency standby generator that has been maintained semi-annually by Cummings Northeast, LLC; and

WHEREAS, the Highway and Water Superintendent presents a Planned Equipment Maintenance Agreement submitted by Cummins Northeast, LLC to continue the semi-annual maintenance schedule from October 1, 2017 through September 30, 2018 for an annual rate of \$ 1,749.82 (Attachment 11); and

WHEREAS, the cost of this maintenance has been allocated in the budget line F.8340.440 (Services and Maintenance); and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby accepts the Planned Equipment Maintenance Agreement from Cummins Northeast, LLC and authorizes the Highway and Water Superintendent to execute this agreement.

RESOLUTION NO. 2017 – 285: APPROVAL OF WELLS CURTICE ROAD DRAINAGE STUDY

WHEREAS, the section of Wells Curtice Road, to the east of Middle Cheshire Road, is experiencing erosion caused by aging infrastructure and increased demand; and

WHEREAS, the Highway and Water Superintendent presents a proposal from MRB Group to examine this section of road and to provide a recommendation for reconstruction for a total cost not to exceed \$3,000.00 (Attachment 12); and

WHEREAS, the cost for this study has been allocated in the budget line D.1710.400 (contractual); and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Canandaigua hereby accepts the proposal from MRB Group, Inc. and authorizes the Highway and Water Superintendent to execute this agreement.

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

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

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

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

WHEREAS, the Highway and Water Superintendent presents to the Town Board, Quote #40069727 and Attachment A – Statement of Work from TERACAI to perform the cybersecurity vulnerability assessment and provide a report of findings and recommendations for a total cost not to exceed \$ 2,850.00, priced using the state awarded contract #PT6452 (Attachment 13); and

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

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

RESOLUTION NO. 2017 – 287: ADOPTING A TOWN OF CANANDAIGUA COMPLETE STREETS POLICY AND ESTABLISHING A COMPLETE STREETS COMMITTEE

WHEREAS, Goal 20 of the Town of Canandaigua 2011 Comprehensive Plan Update is to embrace “complete streetscapes” (hereafter known as Complete Streets) for all users; and

WHEREAS, the Town of Canandaigua Town Board (hereafter known as the Town Board) appointed the Citizens’ Implementation Committee (CIC) in 2014 to implement the Comprehensive Plan goals and in 2016 the CIC made a recommendation to the Town Board, which they accepted, to create a Complete Streets project team to develop and recommend adoption of a complete streets policy; and

WHEREAS, the Environmental Conservation Board, on June 1, 2017, reviewed this Complete Streets Policy and found it to be satisfactory; and

WHEREAS, the Planning Board, on May 23, 2017, reviewed this Complete Streets Policy and found it to be satisfactory; and

WHEREAS, the Zoning Board, on June 13, 2017, reviewed this Complete Streets Policy and found it to be satisfactory; and

WHEREAS, the Citizens’ Implementation Committee, on July 18, 2017, reviewed this Complete Streets Policy and found it to be satisfactory; and

WHEREAS, the CIC and the Complete Streets project team are recommending the adoption of this Complete Streets Policy and the establishment of an ongoing Town Board appointed Complete Streets Committee; and

WHEREAS, the Town Board wishes to establish a Complete Streets Committee consisting of the Town Highway Superintendant, a Planning Board member, Town residents, and staff. The Complete Streets Committee will be responsible for implementing this Complete Streets Policy. The Complete Streets Committee will meet annually at minimum and then as needed to plan future complete streets projects within the Town. This will include the inventory and evaluation of how well each street in the Town of Canandaigua is serving all users. The Committee will identify and prioritize desired projects and redesigns and options for achieving a quality community and appropriate street environment, including improved accessibility; provide

recommendations on policies and priorities, including maintenance of Complete Streets facilities; and assess opportunities to integrate, accommodate, and balance the needs of all users in street projects and address potential obstacles to implementing Complete Streets practices in the Town of Canandaigua; and

WHEREAS, Complete Streets are defined as comprehensive, integrated facilities which are designed and operated in such a way to safely and efficiently accommodate the passage of and improve mobility for all users of that roadway, regardless of age and status, including pedestrians (both those on foot and those using wheeled devices (people requiring wheelchairs or motorized/electric scooters, people pushing strollers, skateboarders and rollerbladers, etc.), cyclists, motor vehicle drivers, and riders of public transportation (these users hereafter referred to as 'all users'); Complete Streets provide greater transportation choices for those unable or who prefer not to drive, including children, youth, older adults, and persons with disabilities; and

WHEREAS, Complete Streets typically incorporate streetscape design elements utilizing both traditional village street characteristics (curbs, narrow traffic lanes to promote slower speeds, sidewalks, crosswalks, striped on-street parking, two-lane streets, tighter turning radii at street intersections, landscaped medians, ornamental pedestrian-scale street lights, street trees, etc.) and newer traffic calming elements ("Yield to pedestrian in the crosswalk" signs, speed tables, pedestrian refuge islands, speed humps, etc.); and

WHEREAS, attractive and pedestrian friendly streets are an integral part of any Town's character and contribute greatly to the physical setting and quality of its neighborhoods and commercial districts. The Town's focus on Complete Streets is consistent with State and Federal policies to integrate non-motorized transportation facilities more fully in overall transportation planning, implementation and operations; a more holistic view of transportation priorities and street character will yield many benefits including:

- Reduced walking and biking injuries and reducing the severity of motor vehicle accidents,
- Increased capacity and efficiency of the road network and reduced traffic congestion by improving mobility options,
- More opportunities for residents to integrate exercise into their daily activities and lead healthier lives, thereby enhancing residents' quality of life,
- Improved real estate values, commercial viability, and neighborhood health,
- Increased mobility options for all users will increase traffic to Town businesses,
- Enhanced vitality of the Town's business district by attracting and sustaining compatible community development, and
- Greater future vitality of the Town because streets are improved, managed, and maintained; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board recognizes the importance of creating Complete Streets, enabling safe travel by all users, and it supports education about the need for accessibility through events, programs, outreach, and incentives; and

BE IT FURTHER RESOLVED, The Town Board hereby establishes a Complete Streets Committee in accordance with the criteria previously identified in this resolution and will appoint those members to serve on the committee annually; and

BE IT FURTHER RESOLVED, the Town of Canandaigua's Complete Streets Policy shall be an integral element in the planning and design of all street construction, reconstruction, redesign, alteration, and upgrades and all new public and private development, recreational, and property rehabilitation projects within the Town; and

BE IT FURTHER RESOLVED, that the Town Board wishes to consider any street improvement or development project, including new construction, reconstruction, repair, and maintenance work, to be an opportunity to consciously plan and design those improvements for all users, thereby improving safety, access and mobility for all users, existing and potential, and to position bicycling, walking (to include users of wheeled devices) and mass transit as integral and equally important elements of the local transportation system; plans for all users should be coordinated and not considered independently. Furthermore, the Town encourages the NYSDOT and Ontario County to consider a Complete Streets approach when constructing or reconstructing their respective streets within the Town; and

BE IT FURTHER RESOLVED, the Town Board encourages the Highway Superintendent, working with the Complete Streets Committee, to review all utilities both above and below ground as well as rights-of-way and utility easements for the most feasible location for installing new or improving existing Complete Streets facilities; and

BE IT FURTHER RESOLVED, during the Planning Board's review of applications, consideration should be given to the Highway Superintendent's and Complete Streets Committee's recommendations relating to the surrounding community for inclusion in the subject project; and

BE IT FURTHER RESOLVED, bicycle and pedestrian facilities may be planned, designed, developed and maintained in accordance with guidelines adopted by the United States Department of Transportation (USDOT), New York State Department of Transportation (NYSDOT), and the American Association of State Highway and Transportation Officials (AASHTO); and

BE IT FURTHER RESOLVED, the Town Board recognizes that all streets are different and that the needs of all users will need to be balanced in a flexible manner, and that solutions should be developed to fit within the context of the community where construction is to take place and those solutions should be flexible so that the needs of the corridor can be met; and

BE IT FINALLY RESOLVED, the Town Board of the Town of Canandaigua recognizes the importance of Complete Streets through the adoption of this resolution as a means of adopting a Complete Streets Policy.

RESOLUTION NO. 2017 – 288: APPOINTING INDIVIDUALS TO SERVE ON COMPLETE STREETS COMMITTEE

WHEREAS, the Town of Canandaigua Town Board (hereafter known as the Town Board) adopted a Complete Streets Policy and established a Complete Streets Committee in Resolution # 2017 – 287; and

WHEREAS, the Town Board wishes to appoint six (6) individuals to serve on this Committee with terms beginning immediately and expiring on December 31, 2017, with the option for each appointment to be renewed annually by the Town Board beginning in January 2018; and

WHEREAS, the adopted Complete Streets Policy sets criteria for the membership of the Complete Streets Committee to include the Town Highway Superintendent, a Planning Board member, Town residents, and staff; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board does hereby appoint to the Complete Streets Committee the following individuals to serve on a term to expire December 31, 2017 with the option to renew each term annually beginning January 2018:

1. Gary Davis, Member, Citizens' Implementation Committee
2. Jim Fletcher, Superintendent, Highway & Water Department
3. Kelli Poisson, Resident
4. Sarah Reynolds, Development Office
5. Adeline Rudolph, Resident, Member, Parks & Trails Committee
6. Tom Schwartz, Chair, Planning Board

RESOLUTION NO. 2017 – 289: INTEGRATED SYSTEMS PROFESSIONAL AGREEMENT

WHEREAS, the Town of Canandaigua's existing service contract with Integrated Systems for 100 hours at \$75 per hour is about to expire; and

WHEREAS, the Town's current provider, Integrated Systems, has provided the Town with a quote for 100 hours at \$75 per hour; and

WHEREAS, a copy of the Professional Services Agreement is included with this agenda and are identified as Attachment 14 to the agenda; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Canandaigua authorizes the Town Manager to execute the 100-hour agreement with Integrated Systems.

RESOLUTION NO. 2017 – 290: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR 3822 COUNTY ROAD 16 (TAX MAP # 113.09-3-12.100)

WHEREAS, the Town of Canandaigua Planning Board has granted a single-stage site plan approval for the tear-down and re-build of a single family dwelling on 3822 County Road 16, Canandaigua (Tax Map # 113.09-3-12.100), owned by Kenneth and Deborah Buck; and

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

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

WHEREAS, a copy of the Soil Erosion Surety Estimate is included with this agenda and is identified as Attachment 15 to the agenda; and

WHEREAS, the applicant has provided a check in the amount of \$ 2,185.00 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 \$ 2,185.00 in the form of a check.

RESOLUTION NO. 2017 – 291: SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 220-9 THAT WOULD REMOVE LANGUAGE PROHIBITING DECKS AND PORCHES ON ACCESSORY STRUCTURES; AND SEQR INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering a Local Law to execute a text code amendment to Town Code Chapter §220-9 that would remove the language prohibiting porches and decks on accessory structures; and

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

WHEREAS, the proposed Local Law is attached herein and identified as Attachment 16; and

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

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

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on September 18, 2017 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424 in the lower level meeting room; and

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

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

RESOLUTION NO. 2017 – 292: SETTING A PUBLIC HEARING ON A TEXT CODE AMENDMENT TO TOWN CODE CHAPTER 174-32 THAT WOULD ALLOW THE TOWN MANAGER APPROVAL OF SURETIES UNDER \$20,000; AND SEQR INTENT TO DECLARE LEAD AGENCY

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering a Local Law to execute a text code amendment to Town Code Chapter §174-32 that would allow the Town Manager to approve surety payments for approved estimates provided that they are under \$20,000 in total; and

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

WHEREAS, the proposed Local Law is attached herein and identified as Attachment 17; and

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

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

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on September 18, 2017 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424; and

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

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

RESOLUTION NO. 2017 – 293: SETTING A PUBLIC HEARING ON A PROPOSED CONSERVATION EASEMENT AT 2235 COUNTY ROAD 28

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as “Town Board”) is considering the acceptance of a conservation easement that would be donated to and held by the Town of Canandaigua and would be located on a designated portion of the property located at 2235 County Road 28 (Tax Map #56.04-2-31.000) and owned by Mr. Bill Dewey; and

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

WHEREAS, a map of the proposed conservation easement, an accompanying list of protections provided by the proposed easement, and a statement from the property owner are attached herein and identified as Attachment 18; and

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

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby establishes a public hearing for the proposed Local Law to be held on September 18, 2017 at 6:00 pm at the Canandaigua Town Hall located at 5440 Route 5 & 20 West, Canandaigua, NY 14424; and

BE IT FURTHER RESOLVED, the Town Board directs the Town Manager to refer the proposed action to the Town of Canandaigua Planning Board, Environmental Conservation Board, Zoning Board of Appeals, and the Ontario County Planning Board; and

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

RESOLUTION NO. 2017 – 294: APPROVAL OF RFP FOR MANAGEMENT SERVICES TO ASSIST WITH ADMINISTRATION OF THE AWARDED AKOUSTIS TECHNOLOGY, INC COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the Town of Canandaigua was recently awarded with a Community Development Block Grant to assist Akoustis Technologies, Inc (Akoustis) with the purchase of machinery and equipment and a portion of that award has been set aside for grant administration; and

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as the Town Board) intends to authorize the Town Manager to hire an outside firm to perform those administration services on behalf of the Town; and

WHEREAS, the Request for Proposals (RFP) to complete the administration and other management services associated with this grant is included with this resolution and is identified as Attachment 19 to the agenda; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the RFP for Akoustis Technologies, Inc Community Development Block Grant Management Services; and

BE IT FINALLY RESOLVED, the Town Board authorizes the Town Manager to release the RFP and make a recommendation to the Town Board for further consideration.

RESOLUTION NO. 2017 – 295: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR NORTH ROAD (TAX MAP # 71.09-2-35.000)

WHEREAS, the Town of Canandaigua Planning Board has granted a single-stage site plan approval for the construction of a single family dwelling on North Road, Canandaigua (Tax Map # 71.09-2-35.000), owned by Chrisantha, Inc.; and

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

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

WHEREAS, a copy of the Surety Estimate Review is included with this agenda and is identified as Attachment 20 to the agenda; and

WHEREAS, the applicant has provided a check in the amount of \$ 5,446.70 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 \$ 5,446.70 in the form of a check.

RESOLUTION NO. 2017 – 296: SOIL EROSION AND SEDIMENT CONTROL SURETY FOR HICKOX ROAD (TAX MAP # 97.00-1-52.110)

WHEREAS, the Town of Canandaigua Planning Board has granted a single-stage site plan approval for the construction of a single family dwelling on Hickox Road, Canandaigua (Tax Map # 97.00-1-52.110), owned by Daniel and Diane Malloy; and

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

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

WHEREAS, a copy of the Surety Estimate Review is included with this agenda and is identified as Attachment 21 to the agenda; and

WHEREAS, the applicant has provided a check in the amount of \$ 2,500.00 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 \$ 2,500.00 in the form of a check.

RESOLUTION NO. 2017 – 297: WOODY’S CAFÉ ALCOHOLIC BEVERAGES LICENSE NOTICE

WHEREAS, the Town received on August 3, 2017, a 30-Day Advanced Notice, (“30-Day Notice”), for a New On-Premises Alcoholic Beverages license application for Woody’s Café located at 2375 State Route 332.; and

WHEREAS, said 30-Day Advanced Notice application is referenced at Attachment 22 to the agenda; and

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

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

RESOLUTION NO. 2017 – 298: ACCEPTANCE OF LABELLA ASSOCIATES PROPOSAL FOR OPEN SPACE AND CONSERVATION MASTER PLANNING SERVICES AND AUTHORIZATION OF TOWN MANAGER TO EXECUTE DOCUMENTS

WHEREAS, the Town Board of the Town of Canandaigua (Town Board) approved a list of goals for the Citizens’ Implementation Committee to prioritize in 2017, and an Open Space and Conservation Master Plan update was one of those goals; and

WHEREAS, the Open Space and Conservation Master Plan project team was created to meet the above mentioned goal and they recommended the release of a Request for Proposals (RFP) to hire a consultant to do the update, and that RFP was approved by the Town Board on May 15, 2017 and released on May 16, 2017; and

WHEREAS, the Town of Canandaigua received six proposals from consulting firms by the June 30, 2017 RFP due date that were reviewed by the Open Space project team; and

WHEREAS, the Citizens’ Implementation Committee received a recommendation from the Open Space project team to approve the proposal from LaBella Associates for planning services to create an Open Space and Conservation Master Plan for the Town and they approved that recommendation at their meeting on August 1, 2017; and

WHEREAS, the Citizens' Implementation Committee voted at their meeting on August 1, 2017 to recommend to the Town Board the hiring of LaBella Associates at a cost not to exceed \$ 24,950 for the Open Space and Conservation Master Plan; and

WHEREAS, the Town Board intends to accept the LaBella Associates proposal dated June 30, 2017 to complete the Master Plan for a cost not to exceed \$ 24,950.00; and

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

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Town Manager to execute all documents relative to the acceptance of the LaBella Associates proposal dated June 30, 2017 for planning services to create an Open Space and Conservation Master Plan for the Town at a cost not to exceed \$ 24,950.00 to be funded through the 2017 General Budget line item A.8020.422.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. On January 9, 2017, Code Enforcement Officer Chris Jensen gave testimony to the Town Board regarding the home in an overall state of disrepair at 2411 State Route 332, and further gave testimony regarding the issuance of a Notice of Violation that the structure needed to be repaired or torn down within 30 days and the property owner did not comply with the order. Additionally, Mr. Jensen provided photos and described the overall state of disrepair of the building;
2. On January 9, 2017, Mr. Gavett gave testimony that he was not told the building could be repaired to which Code Enforcement Officer Chris Jensen read the order aloud for the Town Board referencing a permit had to be pulled within 30 days or the building had to be demolished. Code Enforcement Officer Jensen stated the structure is vacated and is not fit for human habitation;
3. On January 9, 2017, Mr. Gavett offered testimony relating to the when he purchased the property and Mr. Gavett testified that he was informed the setback to Aroline Drive and from State Route 332 was going to be a certain number of feet. Mr. Gavett requested in writing and was waiting for that information before he would remove the structure;
4. On January 9, 2017, Director of Development Finch offered a possible suggested solution which would need to be further explored that would rezone the property and define the setbacks to accomplish the request of Mr. Gavett in order for him to proceed with the demolition as he offered of the unsafe building at 2411 State Route 332;
5. No other information was provided from Mr. Gavett in reference to a rebuttal regarding the condition of the building. Mr. Gavett's request was to define the setbacks of the property;

6. Pursuant to Town Code §88-3(B) and §88-3(C): The Town Board hereby finds the structure located at 2411 State Route 332 is in such condition as to make it dangerous to the health, safety, and general welfare of its occupants and the general public and is hereby determined to be a health nuisance;
7. The Town Board further finds the building at 2411 State Route 332 is damaged beyond repair ;
8. The Town Board further finds the building at 2411 State Route 332 per testimony given has structural associated problems making it non-inhabitable, and has excess growth of weeds and trees in violation of the property maintenance code of the State of New York, contributing to rodent and other infestation;
9. This resolution should be referenced for dates and timelines of actions taken by the Town Board, Town Manager, Code Enforcement, and others as examples of providing assistance to the property owner in order to find a solution for this matter.

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

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

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

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

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

RESOLUTION NO. 2017 – 300: AUTHORIZATION FOR TOWN MANAGER TO ISSUE RFP FOR TOWN HALL HVAC SYSTEM IN ACCORDANCE WITH M/E ENGINEERING DESIGN FOR THE UPPER FLOOR PLAN OF TOWN HALL

WHEREAS, the Town Board of the Town of Canandaigua (herein after referred to as ‘Town Board’) has considered multiple solutions to fix a problem with the HVAC system at the Town Hall; and

WHEREAS, the Town Hall has an outdated over twenty year old, inefficient HVAC system that has had repeated failures, costing the Town money in the form of maintenance and repairs as well as lost hours worked due to the forced closure of the Town Hall on multiple occasions; and

WHEREAS, previous quotes from vendors ranged between fifty and one hundred thousand dollars to replace systems and quotes varied on the items needed to fix the problems; and

WHEREAS, on May 24, 2017 the Town Board authorized by Resolution # 2017-205 the acceptance of a proposal from M/E Engineering to provide engineering services for the Town Hall HVAC system following a site visit, analysis of the existing building, and design for a new system; and

WHEREAS, on August 15, 2017 the Town Manager received the design from M/E Engineering (Attachment 24); and

WHEREAS, the Town Board wishes to allow interested organizations to bid on installing the system designed by M/E Engineering for the Town Hall HVAC system; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Canandaigua hereby directs the Town Manager to let an RFP for the installation of an HVAC system in general accordance with the M/E Engineering plan issue date August 4, 2017; and

BE IT FURTHER RESOLVED, the Town Manager is directed to bring the RFP responses to the Town Board for consideration of any and all responses.

- Approval of the following Town Board Meeting Minutes:
 - July 17, 2017
 - July 26, 2017
 - August 7, 2017

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

Abstract dated 8/15/2017 totaling \$574,674.81

- General fund \$110,016.05
- Highway fund \$421,942.84
- Water fund \$10,833.32
- Capital projects \$24,033.06
- Drainage districts \$700.00
- Lighting districts \$954.55
- TA fund \$6,194.99

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

ATTACHMENT 1

Director of Parks and Recreation, Dennis Brewer, report to Town Board for August 21, 2017

Town/City Day Camp: Day Camp ended on August 11 with a picnic at Onanda Park. Weekly average was about 160 children.

Town Summer Programs: Programs will end on August 18 with each program having a picnic.

State Health Department: We have had excellent reports from the department for our swimming areas.

CAMP-anandaigua: The camp with ARC will be held the week of August 21.

Laborers: Over the years I have been blessed with wonderful staff. This year I had three laborers that did an outstanding job with our parks, cemeteries, etc. With the weather, mowing and weed eating never stopped. We were able to keep up on those things as well as doing many other jobs. I would like to recognize Toby Crouse, Ben Northrup and Evan Rennie for the great work they did.

Committee Member: I have a resolution for a new Parks and Recreation Committee member.

Highway Superintendent report 7/21/17

Highway

1. Risser road is 95 % completed. The balance of the items are mailbox and driveways.
2. Grader paving on Woolhouse, Moran, Bliss, Andrews, Allen, Emerson, Goff, Buffalo Street Ext and Smith roads.
3. Will be cold in place recycling Seneca Point road from Barns road to County road 16 at the end of August.
4. I have asked Ontario County to place traffic counters around the town on Andrews, Middle Cheshire, Risser, Emerson, Seneca Point, Cdga. Farm. T-L road and North road for the purpose of trending traffic and speeds being traveled. Also the NYS DOT will be also conducting traffic counting on Buffalo St. Ext, West St., Parrish St Ext and Wyffles.
5. I have been invited to sit on a committee with Ontario County Highway and an engineering firm to discuss the accident issues with Hickox road and County road 32. This is one of nine intersection in Ontario County that have been identified with a high percentage of accidents. It will begin in September.

Water

1. The stage two THHM and HAA5 disinfection samples have been takes and submitted for the third quarter.
2. Will be practicing with both the Bristol and Cheshire fire departments on our water main and pumps on the Cdga Bristol water district. Due to the high water pressures and understanding how the pumps work on a fire demand situation it important that all are educated how this works for the safety of all.
3. We will start the training of the Muni Link software this month for the water billing. This system is replacing BAS.
4. Will share new information on the water master plan.

Other items

1. Will begin the week of Aug. 14th the storm water infrastructure work off of 5 & 20. The city of Cdga will also be assisting with labor.
2. Restoration to Brickyard road sanitary sewer has been completed. The sewer is now in service.
3. Request from residents on Risser road for a speed study. If the board is in support of it we will have the town clerk put a resolution on for September meeting.

Assessor's Report August 21, 2017

Year to date we are up to 71 sales in Town ranging from \$69,900 to \$1,425,000 with a median price of \$243,000.

There has been two filings for small claims assessment review, and two Article 7 actions for commercial properties.

Respectfully submitted,

Christopher Lyon, IAO

Historian's Report for August 21st, 2017

1. **2017 Ontario County Fair.** The Town of Canandaigua's "Special Events Committee" and the Ontario County Historical Society joined forces again this year, in a display at the Ontario County Fair. Utilizing a part of the Mercantile Building, the new display was entitled "**Planes, Trains and Automobiles: 20th Century Transportation in Ontario County**".

Photographs and exhibits of many of these types of transportation as well as old and new agricultural equipment were presented by the Town of Canandaigua, the Ontario County Historical Society, on Thursday, July 27th, 2017. The Granger Homestead and Carriage Museum also joined us in displays in the Mercantile Building with agricultural implements and an historic carriage.

It was well attended with, my estimate, of 10 - 20 attendees hourly. We enjoyed great comments from all.

2. In July I attended a very interesting talk presented by Mr. Fred Sarkis at the South Bristol Historical Society. It was an especially interesting program to me because it's been many years since I have seen Fred, and in the 1970's - 1980's, I had engineered the electric system for all of the condominiums on the lake edge as well as most of the subdivision behind them. Very enjoyable evening.

3. On August 28th I will be presenting a program on "The English Barns of Western New York" at Quail Summit.

Respectfully, Ray Henry, Historian

Town Clerk Report for the August 21, 2017, Town Board Meeting

1. **Monthly Financial Report:** Revenues collected in the Town Clerk's office for the month of July 2017 totaled \$164,354.26. (see attached).
2. **Dog Enumeration:** With the help from Canandaigua Quick Print, the dog enumeration letters will be mailed to all residential dwellings the week of August 14, 2017. Town residents are being asked to return the postcard and/or license any unlicensed dog on / before Monday, November 1, 2017. I want to thank Deputy Clerk Judy Miller for being the lead and putting the mailing together. I also want to thank Pam Post and Michelle Amon for their assistance. It was truly a team effort.
3. **ACH Water Bill Payments:** The ACH payments that occurred during the month of July 2017 went smoothly. There were only one or two individuals who submitted two payments for the one water bill. There are over 300 Canandaigua Water District users who have signed up for this quarterly water payment option. The deadline to submit an ACH authorization form for the October 2017 billing cycle is Wednesday, September 13, 2017.
4. **Resolutions:**
 - A. Professional Services Agreement with Integrated Services
 - B. Credit Card Policy (for Town Issued Credit Cards to Town Clerk, Highway Superintendent, and Town Manager)
 - C. Liquor License for Woody's Café, 2375 State Route 332

Please let me know if you have any questions.

Submitted by,

Jean Chrisman

Jean Chrisman

Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A.2001	Cabins / Halls / Pavilions	Onanda Halls/Lodging	8	3,885.00
	Onanda Cabin NON Residential Daily	Onanda Cabin NON Residential Daily	5	1,030.00
	Onanda Cabin NON Residential Weekly	Onanda Cabin NON Residential Weekly	1	360.00
	Onanda Cabin Residential Daily	Onanda Cabin Residential Daily	1	220.00
	Onanda Park Pavilion	Onanda Park Pavilions	7	650.00
	Outhouse Park Hall Full Day	Outhouse Park Hall Full Day	2	300.00
	Outhouse Park Pavilion	Outhouse Park Pavilion	7	315.00
	Park Rentals	Onanda Cabin Residential Weekly	4	2,525.00
		Sub-Total:		\$9,285.00
A.2590	Building Fee	Building Fee	12	1,526.20
		Sub-Total:		\$1,526.20
A0380	AR Charge Back Billing	AR Charge Back Billing	1	425.00
		Sub-Total:		\$425.00
A1255	Conservation	Conservation	4	4.42
	Marriage Lic.	Marriage License Fees	7	122.50
	Misc. Fees	Copies	16	4.00
		Marriage Cert	2	20.00
		Sub-Total:		\$150.92
A1603	Misc. Fees	Death Cert	78	780.00
		Genelogy Fee	1	11.00
		Sub-Total:		\$791.00
A2001	General Lic.	Park Permit Res	11	385.00
		Park Permits Non	2	130.00
	Walk Ins	Onanda Receipts	57	6,631.00
		Sub-Total:		\$7,146.00
A2110	Plan & Zone	Zoning Fee	5	950.00
		Sub-Total:		\$950.00
A2120	Plan & Zone	Soil Erosion	1	150.00
		Sub-Total:		\$150.00
A2544	Dog Licensing	Female, Spayed	65	845.00
		Female, Unspayed	9	171.00
		Male, Neutered	72	936.00
		Male, Unneutered	10	190.00
	Late Fees	Late Fees	16	80.00
		Sub-Total:		\$2,222.00
A2590	Plan & Zone	Site Development	45	3,712.20
		Sub-Total:		\$3,712.20
A2591	Misc. Fees	Transfer Coupons	959	2,496.00
		Sub-Total:		\$2,496.00
CM-2001	Plan & Zone	Parks And Recreation	1	1,000.00

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$1,000.00
F.2140	Rents Payments	Rents Payments	58	130,248.09
			Sub-Total:	\$130,248.09
F.2142	Water Sales	Water Sales	1	173.25
			Sub-Total:	\$173.25
F.2148	Penalty	Penalty	40	3,651.52
			Sub-Total:	\$3,651.52
Total Local Shares Remitted:				\$163,927.18

Amount paid to: NYS Ag. & Markets for spay/neuter program 194.00
Amount paid to: NYS Environmental Conservation 75.58
Amount paid to: State Health Dept. For Marriage Licenses 157.50

Total State, County & Local Revenues: \$164,354.26

Total Non-Local Revenues: \$427.08

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.

Supervisor

Date

Jean Chrisman 8/8/17

Town Clerk Date



TOWN OF CANANDAIGUA

TOWN MANAGER MONTHLY REPORT

August 21, 2017

PERSONNEL

KUDOS: It is hard to believe that summer is almost over as we approach the upcoming Labor Day Weekend. A special thank you to our Parks and Recreation Staff along with Director Dennis Brewer for the outstanding work all summer long. A number of the students are now heading back to college. The work completed this summer included much needed cemetery maintenance, marking of trails, and general maintenance at our parks including a lot of grass mowing and trimming with all the rain from this summer. Kudos to the Parks and Recreation Department!

FINANCIAL PLANNING

2018 Budget: As required by the NYS Comptroller, and in accordance with our budget calendar, our department heads have all begun the process of working on the 2018 budget. Departmental budgets are being reviewed by the department heads to put forth their requests in compliance with the tax cap as much as possible. Our Finance Committee is meeting on August 17th and August 29th to further discuss the 2018 budget.

Grants & Administration:

Akoustis Technologies Inc.: the New York State Homes and Community Renewal and Housing Trust Fund Corporation Office of Community Renewal has informed me that the Town of Canandaigua has been awarded a \$ 750,000 New York State Community Development Block Grant (NYS CDBG) to assist in the expansion of Akoustis Technologies Inc. (NYS CDBG Project # 166ED884-17). To assist with the administration of the grant, a resolution and RFP is on the agenda for your consideration. The cost of hiring the consultant to facilitate the grant administrator is an authorized expenditure associated with the grant in a total amount not to exceed \$ 16,000.00.

Deuel Road: On August 11, 2017 I received notice from DASNY that the Town of Canandaigua has fulfilled all of the criteria necessary to receive the \$100,000 SAM Grant as set forth in the authorizing legislation. I will be executing the grant disbursement agreement, and returning in order for us to request disbursement to us of the \$100,000 grant.

UPWP/Mixed Use Uptown Study: The RFP has been released for the Mixed Use and Uptown Transportation Corridor Feasibility Study relating to the grant

TOWN OF CANANDAIGUA

TOWN MANAGER MONTHLY REPORT

August 21, 2017

received from the Genesee Transportation Council (GTC). After discussion with GTC, we have extended the deadline to September 1st for respondents and notified all firms. Our question and answer meeting on July 31, 2017 was attended by representatives from six different firms. To date approximately eight firms have expressed an interest in the project.

DEVELOPMENT / PLANNING

Open Space: The Open Space and Conservation Team has been meeting for months now in order to put forth an RFP, and solicit input from firms interested in working with them to create an Open Space and Conservation Plan. Following a review of six different submittals, the Team and the CIC are both recommending the hiring of LaBella Associates to assist them in this project.

Shared Services: As you are aware, the Town and City have held public informational meetings regarding shared services on July 24th and August 9th. As we continue to explore opportunities, Economic Development has continued to come up as a possible shared service to be implemented in 2018.

Economic Development: On July 19th, I participated in the City of Canandaigua's Economic Development Team meeting to discuss with the group opportunities for working more closely with one another. On August 1st, City Manager John Goodwin participated in the Town of Canandaigua's Economic Development Team meeting being led by Oksana Fuller. As a result of these activities and further discussions, we have now scheduled a joint meeting of both teams for September 5th at Noon at the Hurley Building for the first full joint meeting. The topic of the meeting will be to discuss a possible strategy for the alignment of common goals for the teams to identify action steps for implementation in the calendar year 2018.

GENERAL

Parks & Recreation: On July 27, 2017 the New York State Department of Health inspected both Onanda Park Beach and Butler Beach (West Lake Road Schoolhouse). The Inspector, Kathryn Morse, reported there were no violations, and no public health hazards for either location.

TOWN OF CANANDAIGUA

TOWN MANAGER MONTHLY REPORT

August 21, 2017

Insurance / Highway Garage: Just an FYI, I have now executed the Builders Risk Policy that you previously authorized relating to the new highway project.

Fleet Management: On August 17th, a representative from Enterprise Fleet Management presented to the Finance Committee about the possible leasing of fleet vehicles. Jim Fletcher and I have been exploring this option for a couple months now as a way to reduce overall capital expenditures relating to vehicles.

Upcoming Meetings:

Planning – The next scheduled Planning Board meeting is August 22nd at 6:30pm.

NOTE: The PB meeting scheduled for September 12th has been moved to September 13th due to the primary, and use of the meeting room.

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

Environmental Conservation Board – September 7th at 4:30pm.

Agriculture Advisory Committee – September 14th at 6:00pm – representative from FLCC to discuss collaborative opportunity for promotion of agriculture.

Citizens Implementation Committee – September 5th at 9:00am to review updates on Complete Streets, Team status, and TDR.

A handwritten signature in black ink, appearing to read 'J. Fletcher', is located in the lower-left quadrant of the page.

Revenue / Expense Control Report Parameters

Report ID:	BD RPT 2			
Year:	2017	Include Beg. Encumbrance:	Yes	
Period:	1	To:	7	Apply to Budget Columns: No
Description:	Short	Apply % to Original Budget:	No	
Spacing:	Single	Print Parent Account:	No	
Acct Status:	Active	Grand Totals on Separate Page:	No	
Suppress Zero Accts.:	None	Include Req:	No	
Summary Only:	No	Use Alt Fund:	No	
% Fiscal Year:	100	Exclude Rev Brackets:	Yes	

Account Table:

Alt. Sort Table:

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

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.1001	REAL PROPERTY TAXES	284,637.00	284,637.00	0.00	284,086.81	550.19	99.81
A.1030	SPECIAL ASSESSMENT/PILOT	20,924.00	20,924.00	0.00	20,829.48	94.52	99.55
A.1090	PENALTY ON TAXES	11,000.00	11,000.00	0.00	13,829.31	(2,829.31)	125.72
A.1120	NON PROPERTY SALES TAX	1,415,000.00	1,415,000.00	0.00	842,675.75	572,324.25	59.55
A.1170	CABLE TV FRANCHISE FEES	75,000.00	75,000.00	0.00	41,915.27	33,084.73	55.89
A.1255	TOWN CLERK FEES	1,000.00	1,000.00	0.00	813.52	186.48	81.35
A.1603	VITAL STATISTICS FEE	4,000.00	4,000.00	0.00	3,012.00	988.00	75.30
A.2001	PARK & RECREATION FEES	75,000.00	75,000.00	(275.00)	58,150.00	16,850.00	77.53
A.2110	ZONING FEES	25,000.00	25,000.00	0.00	17,981.00	7,019.00	71.92
A.2120	SOIL EROSION CONTROL	10,000.00	10,000.00	0.00	3,450.00	6,550.00	34.50
A.2148	RETURNED CHECK FEE	20.00	20.00	0.00	0.00	20.00	0.00
A.2192	CEMETERY SERVICES	500.00	500.00	0.00	0.00	500.00	0.00
A.2302	SERVICES/OTHER GOVERNMENTS	9,000.00	9,000.00	0.00	5,320.00	3,680.00	59.11
A.2401	INTEREST & EARNINGS	6,000.00	6,000.00	0.00	4,662.27	1,337.73	77.70
A.2410	RENTAL OF REAL PROPERTY	12,070.00	12,070.00	0.00	8,835.00	3,235.00	73.20
A.2544	DOG LICENSES	18,000.00	18,000.00	0.00	8,780.00	9,220.00	48.78
A.2590	SITE DEVELOPMENT FEES	75,000.00	75,000.00	0.00	48,865.80	26,134.20	65.15
A.2591	CONSTRUCTION DEBRIS FEES	11,000.00	11,000.00	0.00	13,579.00	(2,579.00)	123.45
A.2610	FINES & FORFEITED BAIL	80,000.00	80,000.00	(17,982.00)	69,577.00	10,423.00	86.97
A.2651	RECYCLING REVENUE	12,000.00	12,000.00	0.00	16,206.54	(4,206.54)	135.05
A.2660	SALE OF REAL PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
A.2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	6,051.52	(6,051.52)	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.2701	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	1,508.47	(1,508.47)	0.00
A.2705	GIFTS & DONATIONS	0.00	0.00	0.00	5,000.00	(5,000.00)	0.00
A.2770	MISCELLANEOUS INCOME	0.00	0.00	0.00	683.08	(683.08)	0.00
A.3001	NYS AID PER CAPITA	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00
A.3005	ONTARIO CITY MORTGAGE TAX	325,000.00	325,000.00	0.00	123,169.71	201,830.29	37.90
A.3040	NYS AID TAX/ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00
A.3089	ST AID.OTHER	0.00	4,750.00	0.00	8,414.11	(3,664.11)	177.14
A.3092	ST AID.PLANNING STUDIES	0.00	0.00	0.00	48,870.89	(48,870.89)	0.00
A.3820	NYS YOUTH PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00
A.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
A.5031.CM	INTERFUND TRANSFERS	162,000.00	162,000.00	0.00	0.00	162,000.00	0.00
A.5031.H	INTERFUND TRANSFERS CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
A.5031.TE	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
A.5031.V	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
A.9000	APPROPRIATED FUND BALANCE FOR BUDGET	620,182.00	1,743,392.55	0.00	0.00	1,743,392.55	0.00
A.9230	TAX STABILIZATION RESERVE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
A.9235	NYSERS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	3,280,333.00	4,408,293.55	(18,257.00)	1,656,266.53	2,752,027.02	37.57
A.1010.110	TOWN BOARD	19,472.00	19,472.00	0.00	10,672.11	8,799.89	54.81
A.1010.400	TOWN BOARD	1,020.00	1,020.00	135.45	929.34	90.66	91.11
A.1110.110	JUSTICES	47,912.00	47,912.00	0.00	27,641.55	20,270.45	57.69
A.1110.120	JUSTICES	16,000.00	16,000.00	0.00	9,179.13	6,820.87	57.37
A.1110.130	JUSTICES	0.00	0.00	0.00	0.00	0.00	0.00
A.1110.140	JUSTICES	12,730.00	12,730.00	0.00	8,073.29	4,656.71	63.42
A.1110.200	JUSTICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
A.1110.400	JUSTICES	16,185.00	16,185.00	2,375.30	6,311.96	9,873.04	39.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.1220.110	SUPERVISOR	56,000.00	56,000.00	0.00	30,153.90	25,846.10	53.85
A.1220.120	DEPUTY SUPERVISOR	2,000.00	2,000.00	0.00	1,153.80	846.20	57.69
A.1220.121	SUPERVISOR	27,050.00	27,050.00	0.00	15,605.70	11,444.30	57.69
A.1220.400	SUPERVISOR	3,100.00	3,100.00	39.00	774.81	2,325.19	24.99
A.1230.100	TOWN MANAGER	0.00	65,563.86	0.00	31,119.21	34,444.65	47.46
A.1230.200	TOWN MANAGER	0.00	0.00	0.00	0.00	0.00	0.00
A.1230.400	TOWN MANAGER	0.00	0.00	0.00	12.60	(12.60)	0.00
A.1320.400	AUDITOR	10,000.00	10,000.00	0.00	9,800.00	200.00	98.00
A.1340.120	BUDGET OFFICER	3,000.00	3,000.00	0.00	1,615.46	1,384.54	53.85
A.1340.400	BUDGET	31,000.00	31,000.00	2,000.00	14,000.00	17,000.00	45.16
A.1345.400	PURCHASING	4,500.00	4,500.00	519.59	2,156.64	2,343.36	47.93
A.1355.120	ASSESSOR	64,505.00	64,505.00	0.00	37,214.40	27,290.60	57.69
A.1355.132	ASSESSOR	43,281.00	43,281.00	0.00	24,939.20	18,341.80	57.62
A.1355.150	ASSESSOR	1,500.00	1,500.00	0.00	750.00	750.00	50.00
A.1355.200	ASSESSOR	500.00	500.00	0.00	0.00	500.00	0.00
A.1355.400	ASSESSOR	24,780.00	24,780.00	74.35	3,838.09	20,941.91	15.49
A.1355.420	ASSESSOR	500.00	500.00	0.00	60.73	439.27	12.15
A.1355.430	ASSESSOR	0.00	0.00	0.00	0.00	0.00	0.00
A.1410.110	TOWN CLERK	56,681.00	56,681.00	0.00	32,700.60	23,980.40	57.69
A.1410.131	TOWN CLERK	34,778.00	34,778.00	0.00	20,309.30	14,468.70	58.40
A.1410.141	TOWN CLERK	18,095.00	18,095.00	0.00	8,931.35	9,163.65	49.36
A.1410.142	TOWN CLERK	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
A.1410.200	TOWN CLERK	850.00	850.00	0.00	184.00	666.00	21.65
A.1410.400	TOWN CLERK	12,964.00	12,964.00	12.12	3,728.40	9,235.60	28.76
A.1420.400	ATTORNEY	34,000.00	34,000.00	1,432.50	12,285.00	21,715.00	36.13
A.1430.100	PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00
A.1430.141	PERSONNEL	12,970.00	12,970.00	0.00	5,682.65	7,287.35	43.81
A.1430.142	PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00
A.1430.143	PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00
A.1430.144	PERSONNEL	41,600.00	41,600.00	0.00	23,365.60	18,234.40	56.17
A.1430.200	PERSONNEL	500.00	500.00	0.00	0.00	500.00	0.00
A.1430.410	PERSONNEL	3,450.00	3,450.00	0.00	216.57	3,233.43	6.28
A.1430.420	PERSONNEL	12,000.00	12,000.00	0.00	3,600.00	8,400.00	30.00
A.1440.400	ENGINEERING	15,000.00	15,000.00	0.00	9,000.00	6,000.00	60.00
A.1440.402	ENGINEERING	0.00	0.00	0.00	(0.23)	0.23	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.1440.404	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
A.1450.400	ELECTIONS	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00
A.1460.200	RECORDS MANAGEMENT	500.00	500.00	0.00	0.00	500.00	0.00
A.1460.400	RECORDS MANAGEMENT	15,150.00	15,150.00	0.00	6,430.64	8,719.36	42.45
A.1460.410	RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.1460.420	RECORDS MANAGEMENT -GC	0.00	0.00	0.00	0.00	0.00	0.00
A.1620.200	BUILDINGS	6,000.00	6,000.00	0.00	15,367.13	(9,367.13)	256.12
A.1620.203	BUILDING GROUNDS	0.00	0.00	0.00	0.00	0.00	0.00
A.1620.400	BUILDINGS	155,688.00	160,438.00	7,019.31	57,524.80	102,913.20	35.85
A.1620.402	BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
A.1620.410	BUILDINGS	25,500.00	25,500.00	0.00	8,953.19	16,546.81	35.11
A.1670.200	CENTRAL PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
A.1670.400	PRINTING & MAILING	43,472.00	43,472.00	3,036.59	3,495.97	39,976.03	8.04
A.1680.200	DATA PROCESSING	0.00	0.00	0.00	0.00	0.00	0.00
A.1680.400	DATA PROCESSING	42,940.00	52,940.00	316.68	19,936.00	33,004.00	37.66
A.1910.400	UNALLOCATED INSURANCE	120,000.00	120,000.00	3,719.00	57,940.58	62,059.42	48.28
A.1920.400	MUNICIPAL ASSOCIATION DUES	5,000.00	5,000.00	0.00	1,350.00	3,650.00	27.00
A.1930.400	JUDGEMENTS & CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00
A.1940.200	PURCHASE OF LAND/RIGHT OF WAY	50,000.00	100,000.00	2,800.00	64,690.54	35,309.46	64.69
A.1940.400	PURCHASE OF LAND/RIGHT OF WAY	7,500.00	15,000.00	0.00	(29,800.00)	44,800.00	(198.67)
A.1990.400	CONTINGENCY	130,000.00	130,000.00	0.00	6,561.54	123,438.46	5.05
A.3310.200	TRAFFIC	0.00	0.00	0.00	0.00	0.00	0.00
A.3310.400	TRAFFIC	96,923.00	96,923.00	4,035.64	27,075.94	69,847.06	27.94
A.3510.400	DOG CONTROL	28,100.00	28,100.00	1,720.28	21,982.00	6,118.00	78.23
A.4010.120	HEALTH OFFICER	1,200.00	1,200.00	0.00	600.00	600.00	50.00
A.4020.100	REGISTRAR	2,050.00	2,050.00	0.00	1,025.00	1,025.00	50.00
A.4020.400	REGISTRAR	235.00	235.00	41.30	29.37	205.63	12.50
A.4540.400	AMBULANCE	7,500.00	7,500.00	0.00	6,500.00	1,000.00	86.67

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.5010.110	HIGHWAY SUPT	71,877.00	71,877.00	0.00	41,467.50	30,409.50	57.69
A.5010.120	HIGHWAY	3,008.00	3,008.00	0.00	1,735.35	1,272.65	57.69
A.5010.130	HIGHWAY	31,824.00	31,824.00	0.00	18,358.96	13,465.04	57.69
A.5010.131	HIGHWAY.FINANCE CLERK II FT	0.00	0.00	0.00	0.00	0.00	0.00
A.5010.200	HIGHWAY	0.00	0.00	0.00	0.00	0.00	0.00
A.5010.400	HIGHWAY	0.00	0.00	0.00	0.00	0.00	0.00
A.5182.400	STREET LIGHTING	35,500.00	35,500.00	1,859.77	24,582.82	10,917.18	69.25
A.6410.410	PUBLICITY	0.00	0.00	0.00	0.00	0.00	0.00
A.6410.420	PUBLICITY	3,700.00	3,700.00	375.00	1,180.85	2,519.15	31.91
A.6410.430	CONTR TRAILS ADMIN	300.00	300.00	0.00	0.00	300.00	0.00
A.6989.400	ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.7020.121	RECREATION	25,500.00	25,500.00	0.00	14,711.55	10,788.45	57.69
A.7020.141	RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
A.7020.400	RECREATION	4,500.00	4,500.00	0.00	3,581.01	918.99	79.58
A.7110.121	PARKS.MAINTENANCE ASSISTANT	37,000.00	37,000.00	0.00	0.00	37,000.00	0.00
A.7110.130	PARK	76,465.00	76,465.00	0.00	44,605.28	31,859.72	58.33
A.7110.131	LABORER PT	21,400.00	21,400.00	0.00	6,765.89	14,634.11	31.62
A.7110.142	PARK	17,000.00	17,000.00	0.00	8,182.83	8,817.17	48.13
A.7110.143	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.200	PARK	13,750.00	13,750.00	193.79	2,197.28	11,552.72	15.98
A.7110.201	PARK	162,000.00	137,000.00	10,083.46	36,586.25	100,413.75	26.71
A.7110.203	PIERCE PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.240	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.400	PARK	51,900.00	76,900.00	4,911.58	22,354.80	54,545.20	29.07
A.7110.401	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.402	PARK	34,000.00	34,000.00	0.00	3,753.80	30,246.20	11.04
A.7110.403	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.404	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.405	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.406	PARK	0.00	0.00	0.00	0.00	0.00	0.00
A.7140.141	PLAYGROUND/RECREATION	38,000.00	38,000.00	0.00	14,556.09	23,443.91	38.31
A.7140.142	PLAYGROUND/RECREATION	17,400.00	17,400.00	0.00	1,808.75	15,591.25	10.40
A.7140.143	PLAYGROUND/RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
A.7140.200	PLAYGROUND/RECREATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
A.7140.400	PLAYGROUND/RECREATION	4,500.00	4,500.00	445.32	209.15	4,290.85	4.65
A.7140.410	PLAYGROUND/RECREATION	11,100.00	11,100.00	0.00	11,000.00	100.00	99.10

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Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
A.7410.400	LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00
A.7450.410	MUSEUM	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00
A.7510.120	HISTORIAN	3,121.00	3,121.00	0.00	1,560.50	1,560.50	50.00
A.7510.400	HISTORIAN	2,100.00	2,100.00	0.00	116.32	1,983.68	5.54
A.7550.400	CELEBRATIONS	3,500.00	3,500.00	33.00	2,631.32	868.68	75.18
A.7989.400	FLTV 12	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.123	ZONING	85,233.00	19,669.14	0.00	19,669.14	0.00	100.00
A.8010.141	ZONING	5,000.00	5,000.00	0.00	1,720.00	3,280.00	34.40
A.8010.142	ZONING	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.143	ZONING	19,500.00	19,500.00	0.00	11,068.13	8,431.87	56.76
A.8010.144	ZONING	31,200.00	31,200.00	0.00	17,933.89	13,266.11	57.48
A.8010.145	ZONING	39,270.00	39,270.00	0.00	22,655.70	16,614.30	57.69
A.8010.200	ZONING INSPECTOR	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
A.8010.201	CEO	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.210	VEHICLE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
A.8010.400	ZONING INSPECTOR	1,500.00	1,500.00	0.00	924.34	575.66	61.62
A.8010.401	CEO	0.00	0.00	0.00	0.00	0.00	0.00
A.8010.403	DIRECTOR OF DEVELOPMENT	3,850.00	3,850.00	454.50	1,002.75	2,847.25	26.05
A.8010.410	VEHICLE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
A.8020.120	BOARD	13,000.00	13,000.00	0.00	6,133.00	6,867.00	47.18
A.8020.140	STENOGRAPHER PT	5,000.00	5,000.00	0.00	1,564.30	3,435.70	31.29
A.8020.150	PLANNING	4,200.00	4,200.00	0.00	900.00	3,300.00	21.43
A.8020.160	PLANNING	1,900.00	1,900.00	0.00	955.00	945.00	50.26
A.8020.400	MISCELLANEOUS	30,000.00	30,000.00	283.86	11,697.85	18,302.15	38.99
A.8020.410	ENGINEERING.CONTRACTUAL	15,000.00	15,000.00	425.00	1,360.00	13,640.00	9.07
A.8020.412	PLANNING	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
A.8020.420	PLANNING	0.00	0.00	0.00	0.00	0.00	0.00
A.8020.422	PLANNING	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
A.8020.424	PLANNING	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
A.8020.426	PLANNING	20,000.00	20,000.00	1,251.00	13,249.50	6,750.50	66.25
A.8020.450	ENVIRONMENTAL CONSULT BOARD	3,000.00	3,000.00	0.00	1,070.00	1,930.00	35.67
A.8040.120	ZONING BOARD OF APPEALS	5,066.00	5,066.00	0.00	2,532.50	2,533.50	49.99
A.8040.140	ZONING BOARD OF APPEALSECRETARY TO BOARD	1,591.00	1,591.00	0.00	770.35	820.65	48.42
A.8040.400	ZONING BOARD OF APPEALS CONTRACTUAL	18,000.00	18,000.00	44.24	2,557.94	15,442.06	14.21

TOWN OF CANANDAIGUA

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A.8140.121	STORMSEWERS	0.00	0.00	0.00	0.00	0.00	0.00
A.8140.200	STORMSEWERS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
A.8140.400	STORMSEWERS	8,500.00	19,500.00	0.00	16,065.66	3,434.34	82.39
A.8160.130	WASTE AND RECYCLING MEO	56,000.00	56,000.00	0.00	31,208.31	24,791.69	55.73
A.8160.140	WASTE & RECYCLING LABORS PT	18,500.00	18,500.00	0.00	7,525.43	10,974.57	40.68
A.8160.200	WASTE & RECYCLING EQUIPMENT	600.00	600.00	0.00	163.30	436.70	27.22
A.8160.201	WASTE & RECYCLING	0.00	41,110.55	0.00	875.00	40,235.55	2.13
A.8160.400	WASTE & RECYCLING CONTRACTUAL	83,250.00	83,250.00	7,575.21	37,392.70	45,857.30	44.92
A.8664.121	CODE ENFORCEMENT	64,500.00	64,500.00	0.00	34,730.78	29,769.22	53.85
A.8664.122	CODE ENFORCEMENT	16,532.00	16,532.00	0.00	8,870.24	7,661.76	53.65
A.8664.124	CODE ENFORCEMENT	58,500.00	58,500.00	0.00	36,230.77	22,269.23	61.93
A.8664.125	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00
A.8664.200	CODE ENFORCEMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
A.8664.400	CODE ENFORCEMENT	7,815.00	7,815.00	330.82	2,450.27	5,364.73	31.35
A.8810.400	CEMETERIES CONTRACTUAL	11,000.00	14,600.00	0.00	1,875.00	12,725.00	12.84
A.8989.400	CDGA LAKE MANAGEMENT PLAN	29,000.00	29,000.00	0.00	23,082.34	5,917.66	79.59
A.9010.800	NYS RETIREMENT	121,000.00	121,000.00	0.00	0.00	121,000.00	0.00
A.9030.800	SOCIAL SECURITY/MEDICARE	90,000.00	90,000.00	0.00	48,853.98	41,146.02	54.28
A.9040.800	WORKERS COMPENSATION	44,500.00	44,500.00	0.00	32,670.97	11,829.03	73.42
A.9050.800	UNEMPLOYMENT INSURANCE	12,000.00	12,000.00	0.00	9,319.00	2,681.00	77.66
A.9055.800	DISABILITY INSURANCE	2,500.00	2,500.00	0.00	1,388.16	1,111.84	55.53
A.9060.810	MEDICAL/DENTAL INSURANCE	136,000.00	136,000.00	150.00	85,371.42	50,628.58	62.77
A.9060.820	HOSPITAL/MEDICAL BUY-OUT	6,000.00	6,000.00	0.00	3,384.48	2,615.52	56.41
A.9060.830	HSA ACCOUNT	44,000.00	44,000.00	0.00	36,280.00	7,720.00	82.45
A.9060.840	HOSPITAL/MEDICAL RETIREE BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00
A.9901.900	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
A.9950.900	TRANSFER	0.00	1,000,000.00	0.00	1,000,000.00	0.00	100.00
Total Type E	Expense	3,280,333.00	4,408,293.55	57,693.66	2,433,116.36	1,975,177.19	55.19

TOWN OF CANANDAIGUA

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Total Fund A	GENERAL FUND	0.00	0.00	(75,950.66)	(776,849.83)	776,849.83	0.00
CD.5031	INTERFUND REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
CD.8684.200	PLANNING & MANAGEMENT DEVT	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund CD	SPECIAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
CM.2001	PARK & RECREATION FEES	40,000.00	40,000.00	0.00	16,000.00	24,000.00	40.00
CM.2189	HOME & COMMUNITY SERVICE INCOME	0.00	0.00	0.00	0.00	0.00	0.00
CM.2401	INTEREST & EARNINGS	0.00	0.00	0.00	326.28	(326.28)	0.00
CM.2705	GIFTS & DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
CM.2770	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
CM.5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
CM.9000	APPROPRIATED FUND BALANCE FOR BUDGET	122,000.00	122,000.00	0.00	0.00	122,000.00	0.00
Total Type R	Revenue	162,000.00	162,000.00	0.00	16,326.28	145,673.72	10.08
CM.7110.200	PARKS AND RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
CM.7110.400	PARK	0.00	0.00	0.00	0.00	0.00	0.00
CM.9901.900	INTERFUND TRANSFER	162,000.00	162,000.00	0.00	0.00	162,000.00	0.00
Total Type E	Expense	162,000.00	162,000.00	0.00	0.00	162,000.00	0.00
Total Fund CM	MISCELLANEOUS (SPECIFY)	0.00	0.00	0.00	16,326.28	(16,326.28)	0.00
D.1001	REAL PROPERTY TAXES	826,853.00	826,853.00	0.00	826,853.00	0.00	100.00
D.1120	NON PROPERTY SALES TAX	2,585,000.00	2,585,000.00	0.00	1,292,500.00	1,292,500.00	50.00

TOWN OF CANANDAIGUA

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D.5110.400	GENERAL REPAIRS	1,643,621.00	1,643,621.00	395,718.12	534,396.82	1,109,224.18	32.51
D.5110.410	TRAINING & MEMBERSHIP DUES	0.00	0.00	0.00	0.00	0.00	0.00
D.5112.200	IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.200	MACHINERY	403,500.00	403,500.00	2,661.20	20,376.00	383,124.00	5.05
D.5130.210	SHOP EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400	MACHINERY	255,250.00	212,859.15	(1,308.06)	64,636.13	148,223.02	30.37
D.5130.400.101	MACHINERY	0.00	258.33	0.00	258.33	0.00	100.00
D.5130.400.103	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.105	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.106	MACHINERY	0.00	173.33	0.00	173.33	0.00	100.00
D.5130.400.107	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.201	MACHINERY	0.00	4,169.54	0.00	4,169.54	0.00	100.00
D.5130.400.202	MACHINERY	0.00	655.04	32.34	655.04	0.00	100.00
D.5130.400.203	MACHINERY	0.00	175.40	0.00	175.40	0.00	100.00
D.5130.400.204	MACHINERY	0.00	555.84	0.00	555.84	0.00	100.00
D.5130.400.205	MACHINERY	0.00	3,547.66	0.00	3,547.66	0.00	100.00
D.5130.400.207	MACHINERY	0.00	7,933.41	0.00	7,933.41	0.00	100.00
D.5130.400.208	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.209	MACHINERY	0.00	148.32	0.00	148.32	0.00	100.00
D.5130.400.210	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.211	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.213	MACHINERY	0.00	652.50	0.00	652.50	0.00	100.00
D.5130.400.214	MACHINERY	0.00	1,937.61	0.00	1,937.61	0.00	100.00
D.5130.400.215	MACHINERY	0.00	2,984.32	0.00	2,984.32	0.00	100.00
D.5130.400.216	MACHINERY	0.00	3,391.71	0.00	3,391.71	0.00	100.00
D.5130.400.217	MACHINERY	0.00	3,805.51	0.00	3,805.51	0.00	100.00
D.5130.400.218	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.219	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.230	MACHINERY	0.00	985.89	0.00	985.89	0.00	100.00
D.5130.400.231	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.244R	MACHINERY	0.00	3,651.43	0.00	3,651.43	0.00	100.00
D.5130.400.306	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.308	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.312	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.313	MACHINERY	0.00	5.75	0.00	5.75	0.00	100.00
D.5130.400.320	MACHINERY	0.00	638.16	0.00	638.16	0.00	100.00
D.5130.400.321	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.323	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.324	MACHINERY	0.00	455.40	0.00	455.40	0.00	100.00
D.5130.400.326	MACHINERY	0.00	297.62	232.84	297.62	0.00	100.00

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D.5130.400.327	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.328	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.329	MACHINERY	0.00	0.00	104.80	0.00	0.00	0.00
D.5130.400.332	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.335	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.336	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.340	MACHINERY	0.00	602.86	624.65	602.86	0.00	100.00
D.5130.400.350	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.351	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.352	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.353	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.354	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.356	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.357	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.358	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.359	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.360	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.361	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.362	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.363	MACHINERY	0.00	4,904.94	0.00	4,904.94	0.00	100.00
D.5130.400.364	MACHINERY	0.00	164.90	0.00	164.90	0.00	100.00
D.5130.400.365	MACHINERY	0.00	130.48	108.60	130.48	0.00	100.00
D.5130.400.366	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.367	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.368	MACHINERY	0.00	164.90	0.00	164.90	0.00	100.00
D.5130.400.401	MACHINERY	0.00	0.00	38.90	0.00	0.00	0.00
D.5130.400.402	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.400.403	MACHINERY	0.00	0.00	0.00	0.00	0.00	0.00
D.5130.410	MACHINERY	200,750.00	200,750.00	9,578.37	59,046.94	141,703.06	29.41
D.5142.130	SNOW REMOVAL	374,340.00	374,340.00	0.00	258,434.45	115,905.55	69.04
D.5142.400	SNOW REMOVAL	400,000.00	400,000.00	119.92	223,016.46	176,983.54	55.75
D.9010.800	NYS RETIREMENT	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00
D.9030.800	SOCIAL SECURITY/MEDICARE	65,000.00	65,000.00	0.00	37,212.80	27,787.20	57.25
D.9040.800	WORKERS COMPENSATION	30,500.00	30,500.00	0.00	40,268.87	(9,768.87)	132.03
D.9050.800	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
D.9055.800	DISABILITY INSURANCE	500.00	500.00	0.00	329.40	170.60	65.88
D.9060.810	MEDICAL/DENTAL INSURANCE	117,700.00	117,700.00	0.00	73,402.92	44,297.08	62.36

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D.9060.820	HOSPITAL/MEDICAL BUY-OUT	6,000.00	6,000.00	0.00	3,461.40	2,538.60	57.69
D.9060.830	HSA ACCOUNT	32,520.00	32,520.00	0.00	34,140.00	(1,620.00)	104.98
D.9060.840	HOSPITAL/MEDICAL RETIREE BENEFIT	31,780.00	31,780.00	0.00	15,132.86	16,647.14	47.62
D.9785.600	LEASE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
D.9785.700	LEASE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.900	TRANSFER HW EQUIPMENT RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.905	TRANSFER HW IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.910	TRANSFER HW SNOW/ICE	0.00	0.00	0.00	0.00	0.00	0.00
D.9950.915	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	4,295,864.00	4,295,864.00	408,524.73	1,663,877.89	2,631,986.11	38.73
Total Fund D	HIGHWAY FUND	0.00	0.00	(408,524.73)	636,865.11	(636,865.11)	0.00
F.2140	WATER RENTS	500,000.00	500,000.00	0.00	337,460.26	162,539.74	67.49
F.2141	TRANSMISSION CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
F.2142	WATER SALES	2,200.00	2,200.00	0.00	708.75	1,491.25	32.22
F.2144	WATER SERVICES/METER SALES	20,000.00	20,000.00	0.00	4,400.00	15,600.00	22.00
F.2146	RETURNED CHECK FEE	0.00	0.00	0.00	0.00	0.00	0.00
F.2148	PENALTY ON WATER	5,000.00	5,000.00	0.00	4,777.50	222.50	95.55
F.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
F.2680	INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	0.00
F.2701	REFUND PRIOR YEARS EXPENSE	0.00	0.00	0.00	48.00	(48.00)	0.00
F.5031	INTERFUND TRANSFERS	395,529.00	395,529.00	0.00	0.00	395,529.00	0.00
F.9000	APPROPRIATED FUND BALANCE FOR BUDGET	30,313.00	246,437.26	0.00	0.00	246,437.26	0.00
Total Type R	Revenue	953,042.00	1,169,166.26	0.00	347,394.51	821,771.75	29.71
F.1380.400	FISCAL AGENT FEES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
F.9950.900.251	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
F.9950.900.NOTT	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	953,042.00	1,169,166.26	10,549.69	367,032.19	802,134.07	31.39
Total Fund F	WATER FUND	0.00	0.00	(10,549.69)	(19,637.68)	19,637.68	0.00
H.2397..18	CAPITAL PROJECTS - OTHER GOVT	0.00	0.00	0.00	100,000.00	(100,000.00)	0.00
H.2401..14	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..15	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..16	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..17	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..4	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..5	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..7	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
H.2401..NOTT	INTEREST & EARNINGS	0.00	(10.31)	0.00	0.00	(10.31)	0.00
H.2797..NOTT	OTHER LOCAL GOVERNMENTS	0.00	77,000.00	0.00	0.00	77,000.00	0.00
H.3097..18	STATE AID CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
H.3989..17	NYSEPF GRANT	0.00	0.00	0.00	0.00	0.00	0.00
H.5031..17	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
H.5031..18	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
H.5031..25	INTERFUND TRANSFERS	0.00	1,000,000.00	0.00	1,000,000.00	0.00	100.00
H.5031.A	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
H.5031.F.NOTT	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
H.5710..18	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
H.5710..NOTT	SERIAL BONDS	0.00	(77,000.00)	0.00	0.00	(77,000.00)	0.00
H.5730..25	BOND ANTICIPATION NOTES	0.00	5,000,000.00	0.00	0.00	5,000,000.00	0.00
Total Type R	Revenue	0.00	5,999,989.69	0.00	1,100,000.00	4,899,989.69	18.33
H.1310.240.17	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00
H.1380.400.25	FISCAL AGENT FEES	0.00	50,000.00	0.00	0.00	50,000.00	0.00
H.1380.400.NOTT	FISCAL AGENT FEES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
H.1380.401.25	FISCAL EXP	0.00	15,000.00	0.00	0.00	15,000.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
H.8597.400.18	CAPITAL OUTLAY						
H.9730.600.25	BOND ANTICIPATION NOTES	0.00	0.00	0.00	0.00	0.00	0.00
H.9730.700.25	BOND ANTICIPATION NOTES	0.00	0.00	0.00	0.00	0.00	0.00
H.9780.700.NOTT	DEBT SERVICE FROM PUBLIC AUTHORITY	0.00	154.00	0.00	0.00	154.00	0.00
H.9901.900.11	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.12	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.14	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.15	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.16	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.4	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9901.900.7	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
H.9903.9.16	TRANSFER/WATER-MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	5,999,989.69	10,853.04	377,617.51	5,622,372.18	6.29
Total Fund H	CAPITAL PROJECTS	0.00	0.00	(10,853.04)	722,382.49	(722,382.49)	0.00
PN.2401	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
PN.9900.9	TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund PN	PERMANANT TRUST - CEMETARY	0.00	0.00	0.00	0.00	0.00	0.00
S.1001	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
S.1001..241	REAL PROPERTY TAXES	800.00	800.00	0.00	800.00	0.00	100.00
S.1001..241A	REAL PROPERTY TAXES	21,000.00	21,000.00	0.00	21,000.00	0.00	100.00
S.1001..241B	REAL PROPERTY TAXES	128,000.00	128,000.00	0.00	128,000.00	0.00	100.00
S.1001..243	REAL PROPERTY TAXES	88,000.00	88,000.00	0.00	88,000.00	0.00	100.00
S.1001..244	REAL PROPERTY TAXES	3,000.00	3,000.00	0.00	3,000.00	0.00	100.00
S.1001..245	REAL PROPERTY TAXES	800.00	800.00	0.00	800.00	0.00	100.00
S.1001..245A	REAL PROPERTY TAXES	10,850.00	10,850.00	0.00	10,850.00	0.00	100.00
S.1001..245B	REAL PROPERTY TAXES	6,000.00	6,000.00	0.00	6,000.00	0.00	100.00
S.1001..246	REAL PROPERTY TAXES	20,200.00	20,200.00	0.00	20,200.00	0.00	100.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
S.9701.700.246A	SERIAL BONDS CDGA	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.241	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.241A	SERIAL BONDS	15,000.00	15,000.00	0.00	15,000.00	0.00	100.00
S.9710.600.243	SERIAL BONDS	41,000.00	41,000.00	0.00	0.00	41,000.00	0.00
S.9710.600.244	SERIAL BONDS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
S.9710.600.245	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.245A	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.245B	SERIAL BONDS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
S.9710.600.246	SERIAL BONDS	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00
S.9710.600.246A	SERIAL BONDS BRISTOL	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
S.9710.600.246B	SERIAL BONDS	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00
S.9710.600.247A	SERIAL BONDS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
S.9710.600.247B	SERIAL BONDS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
S.9710.600.248	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.248A	SERIAL BONDS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
S.9710.600.248C	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.600.249	SERIAL BONDS	3,800.00	3,800.00	0.00	0.00	3,800.00	0.00
S.9710.600.249A	SERIAL BONDS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
S.9710.700.241	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.241A	SERIAL BONDS	1,515.00	1,515.00	0.00	1,515.00	0.00	100.00
S.9710.700.243	SERIAL BONDS	2,050.00	2,050.00	0.00	1,025.00	1,025.00	50.00
S.9710.700.244	SERIAL BONDS	100.00	100.00	0.00	50.00	50.00	50.00
S.9710.700.245	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.245A	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.245B	SERIAL BONDS	4,166.00	4,166.00	0.00	2,063.00	2,103.00	49.52
S.9710.700.246	SERIAL BONDS	600.00	600.00	0.00	300.00	300.00	50.00
S.9710.700.246A	SERIAL BONDS BRISTOL	42,950.00	42,950.00	0.00	21,475.04	21,474.96	50.00
S.9710.700.246B	SERIAL BONDS	7,657.00	7,657.00	0.00	7,657.00	0.00	100.00
S.9710.700.247A	SERIAL BONDS	250.00	250.00	0.00	125.00	125.00	50.00
S.9710.700.247B	SERIAL BONDS	9,875.00	9,875.00	0.00	4,937.50	4,937.50	50.00
S.9710.700.248	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.248A	SERIAL BONDS	6,037.00	6,037.00	0.00	3,018.75	3,018.25	50.00
S.9710.700.248C	SERIAL BONDS	0.00	0.00	0.00	0.00	0.00	0.00
S.9710.700.249	SERIAL BONDS	162.00	162.00	0.00	0.00	162.00	0.00
S.9710.700.249A	SERIAL BONDS	2,201.00	2,201.00	0.00	1,100.50	1,100.50	50.00
S.9730.700.247B	BOND ANTICIPATION NOTES	0.00	0.00	0.00	0.00	0.00	0.00
S.9903.400.248A	TRANSFER/WATER-MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
S.9903.900.241	TRANSFER/WATER-MAINTENANCE	1,388.00	1,388.00	0.00	0.00	1,388.00	0.00

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
SF.3410.400.241	FIRE PROTECTION AGREEMENTS	935,486.00	935,486.00	0.00	944,722.00	(9,236.00)	100.99
SF.8310.400.241	LEGALS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	935,486.00	935,486.00	0.00	944,722.00	(9,236.00)	100.99
Total Fund SF	FIRE PROTECTION DISTRICTS	0.00	0.00	0.00	(9,236.00)	9,236.00	0.00
SL.1001..241	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SL.1001..242	REAL PROPERTY TAXES	11,000.00	11,000.00	0.00	11,000.00	0.00	100.00
SL.1001..243	REAL PROPERTY TAXES	393.00	393.00	0.00	393.00	0.00	100.00
SL.1001..244	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SL.1001..245	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00
SL.1030..244	SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00
SL.2401..241	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SL.2401..242	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SL.2401..243	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SL.2401..244	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SL.2401..245	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
SL.2701..241	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	0.00	0.00	0.00
SL.2701..242	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	0.00	0.00	0.00
SL.2701..245	REFUND PRIOR YEARS EXP	0.00	0.00	0.00	0.00	0.00	0.00
SL.2705..244	GIFTS & DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
SL.9000..241	APPROPRIATED FUND BALANCE FOR BUDGET	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00
SL.9000..242	APPROPRIATED FUND BALANCE FOR BUDGET	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
SL.9000..243	APPROPRIATED FUND BALANCE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
SL.9000..244	APPROPRIATED FUND BALANCE FOR BUDGET	0.00	0.00	0.00	0.00	0.00	0.00
SL.9000..245	APPROPRIATED FUND BALANCE FOR BUDGET	1,350.00	1,350.00	0.00	0.00	1,350.00	0.00
SL.9230..241	TAX STABILIZATION RESERVE FOR	0.00	0.00	0.00	0.00	0.00	0.00
SL.9230..242	TAX STABILIZATION RESERVE FOR	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	17,043.00	17,043.00	0.00	11,393.00	5,650.00	66.85

TOWN OF CANANDAIGUA

Revenue / Expense Control Report

Fiscal Year: 2017 Period From: 1 To: 7

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Rev / Exp	YTD Actual Rev / Exp	YTD Available Balance	Percent Rev/Exp Balance
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund TE	PRIVATE PURPOSE TRUST-CEMETARY	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..10	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..11	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..12	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..14	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..16	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..20	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..3	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..4	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
V.2401..7	INTEREST & EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
Total Type R	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.10	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.11	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.12	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.14	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.16	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.20	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.3	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.4	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
V.9901.900.7	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
Total Type E	Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Fund V	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total		0.00	0.00	(507,532.67)	1,103,903.85	(1,103,903.85)	0.00

TOWN OF CANANDAIGUA
CASH SUMMARY
July 31, 2017

FUND #	No.	FUND ACCOUNT	7/31/2017 BALANCES	CNB #4425				
				PETTY CASH	CNB #4328 DIST. ACCT.	CNB #4476 INVEST ACCT.	CNB #4670 PARKS FUND	TRUST & AGENCY
A	200	CASH - CHECKING	8,152.51		8,152.51			
A	202	CASH - INVESTMENTS	1,966,951.83			1,966,951.83		
A	210	PETTY CASH	250.00	250.00				
A	230	CASH - C/T RESERVE - INVESTMENT	-					
A	231	CASH - CONTINGENT/TAX RESERVE	535,000.00			535,000.00		
A	232	CASH - REPAIR RESERVE - INVESTMENT	155,000.00			155,000.00		
A	233	CASH - TECHNOLOGY RESERVE - INVESTMENT	57,402.97			57,402.97		
A	234	CASH - OPEN SPACE RESERVE - INVESTMENT	510,000.00			510,000.00		
A	235	CASH - NYS EMPLOYEE SYST RES. - INVESTMENT	225,000.00			225,000.00		
A	236	CASH - CAMPUS RESERVE	-			-		
CM	201	CASH	663,684.11				663,684.11	
D	200	CASH - CHECKING	-					
D	202	CASH - INVESTMENTS	1,527,669.37			1,527,669.37		
D	230	CASH - HIGHWAY EQUIP. RESERVE - INVESTMENTS	375,000.00			375,000.00		
D	231	CASH - HIGHWAY EQUIP. RESERVE	-			-		
D	232	CASH - HIGHWAY IMP. RES. - INVESTMENTS	375,000.00			375,000.00		
D	233	CASH - HIGHWAY IMP. RES.	-			-		
D	235	CASH - SNOW/ICE RM/RD REPAIR RESERVE	200,000.00			200,000.00		
F	200	CASH - CHECKING	(764.70)		(764.70)			
F	202	CASH - INVESTMENTS	1,331,647.99			1,331,647.99		
H	200	CASH - CHECKING	-					
H	202.18	CASH - SUCKER BROOK PROJECT	42,512.94			42,512.94		
H	202.25	CASH - HWY FACILITY PROJECT	714,932.05			714,932.05		
H	202.NOTT	CASH - NOTT ROAD CAPIAL PROJECT	-			-		
H	202.249B	CASH - COUNTY RD. 32 W1	49,900.00			49,900.00		
H	202.249C	CASH - WATER DISTRICT EXT 1 #42	49,575.00			49,575.00		
S	200	CASH - CHECKING	-					
S	202.241	CASH - INVESTMENTS - NOTT RD. EXT. #6 WATER	2,534.37			2,534.37		
S	202.241A	CASH - INVESTMENTS - ANDREWS-NORTH RD WATER	284.81			284.81		
S	202.241B	CASH - INVESTMENTS - CANADAIGUA-FARMINGTON WATEF	(13,853.64)			(13,853.64)		
S	202.243	CASH - INVESTMENTS - EXT. 8 WEST LAKE SOUTH	93,790.33			93,790.33		
S	202.244	CASH - INVETMENTS - EXT. 9 CRAMER RD. WATER	3,439.34			3,439.34		
S	202.245	CASH - INVESTMENTS - PARRISH STREET WATER	3,304.39			3,304.39		
S	202.245A	CASH - INVESTMENTS - WEST LAKE WATER (BENEFIT BASIS)	24,747.15			24,747.15		
S	202.245.B	CASH - INVESTMENTS - MCINTYRE RD. WATER	6,463.19			6,463.19		
S	202.246	CASH - INVESTMENTS - EXT. 10 WYFELLS RD.	21,515.76			21,515.76		
S	202.246A	CASH - INVESTMENTS - CANADAIGUA-BRISTOL JOINT WATE	47,954.51			47,954.51		
S	202.246B	CASH - INVESTMENTS - EMERSON ALLEN TL RD. WATER	155.53			155.53		
S	202.247	CASH - INVESTMENTS - CANADAIGUA CONSOLIDATED	282,603.40			282,603.40		
S	202.247A	CASH - INVESTMENTS - EXT. 11 ADAMS RD. WATER	13,994.01			13,994.01		
S	202.247.B	CASH - INVESTMENTS - EXT. 36 COUNTY RD. #30 WATER	10,062.50			10,062.50		
S	202.248	CASH - INVESTMENTS - RISSER RD. WATER	365.67			365.67		
S	202.248A	CASH - INVESTMENTS - HOPKINS-GRIMBLE WATER	16,757.09			16,757.09		
S	202.248C	CASH - INVESTMENTS - CANANDAIGAU HOPEWELL WATER	9,049.88			9,049.88		
S	202.248D	CASH - INVESTMENTS - HICKOX ROAD WATER DISTRICT	3,918.00			3,918.00		
S	202.249	CASH - INVESTMENTS - PARRISH RD. EXT. WATER	14,511.96			14,511.96		
S	202.249A	CASH - INVESTMENTS - NOTT RD. EXT. #40 WATER	3,949.96			3,949.96		
SD	202.241	CASH - INVESTMENTS - RT. 332 DRAINAGE	170,790.12			170,790.12		
SD	202.241A	CASH - INVESTMENTS - LAKEWOOD MEADOWS DRAINAGE	26,812.31			26,812.31		
SD	202.243	CASH - INVESTMENTS - ASHTON DRAINAGE	13,294.91			13,294.91		
SD	202.244	CASH - INVESTMENTS - FOX RIDGE DRAINAGE	32,132.94			32,132.94		
SD	202.245	CASH - INVESTMENTS - LANDINGS DRAINAGE	9,423.87			9,423.87		
SD	202.246	CASH - INVESTMENTS - OLD BROOKSIDE DRAINAGE	14,993.64			14,993.64		
SD	202.247	CASH - INVESTMENTS - LAKESIDE ESTATES DRAINAGE	7,990.78			7,990.78		
SD	202.248	CASH - INVESTMENTS - WATERFORD POINT DRAINAGE	10,848.12			10,848.12		
SD	202.249	CASH - INVESTMENTS - STABLEGATE DRAINAGE	18,073.73			18,073.73		
SF	200	CASH - CHECKING	-					
SF	202.241	CASH - INVESTMENTS - FIRE PROTECTION DISTRICT	94,726.06			94,726.06		
SL	200	CASH - CHECKING	-					
SL	202.241	CASH - INVESTMENTS - CENTERPOINT LIGHTING	2,586.36			2,586.36		
SL	202.242	CASH - INVESTMENTS - FOX RIDGE LIGHTING	10,567.32			10,567.32		
SL	202.243	CASH - INVESTMENTS - LANDINGS LIGHTING	862.18			862.18		
SL	202.244	CASH - INVESTMENTS - LAKEMEADOW LIGHTING	4,261.59			4,261.59		
SL	202.245	CASH - INVESTMENTS - FALLBROOK PARK LIGHTING	7,150.92			7,150.92		
SS	202.241	CASH - INVESTMENTS - PURDY ROAD SEWER	18,209.74			18,209.74		
TA	200	CASH	304,870.01					304,870.01
TE	202	CASH - INVESTMENTS	75,586.69			75,586.69		
V	202.3	CASH - INVESTMENTS - Parrish Rd. Ext. #13	-			-		
			10,155,643.57	250.00	7,387.81	9,179,451.64	663,684.11	304,870.01
BANK STATEMENT BALANCES			10,165,133.27	250.00	14,965.52	9,179,477.65	663,684.11	306,755.99
DEPOSITS IN TRANSIT			26.01		-	-		26.01
OUTSTANDING CHECKS (Schedule attached)			(9,515.71)		(7,577.71)	(26.01)		(1,911.99)
IDENTIFIED DIFFERENCES TO BE ADJUSTED			-		-	-		
OUTSTANDING TRANSFER			-					
BALANCE ON KVS BOOKS			10,155,643.57	250.00	7,387.81	9,179,451.64	663,684.11	304,870.01

CLIENT MEMO

To: Canandaigua Town Board Date: August 11, 2017

Client: Town of Canandaigua

From: Bob Fox and Tina DeNigro

July 2017 Revenue/Expense Control Report for Board

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

EXECUTIVE SUMMARY

BALANCE SHEET

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

REVENUES

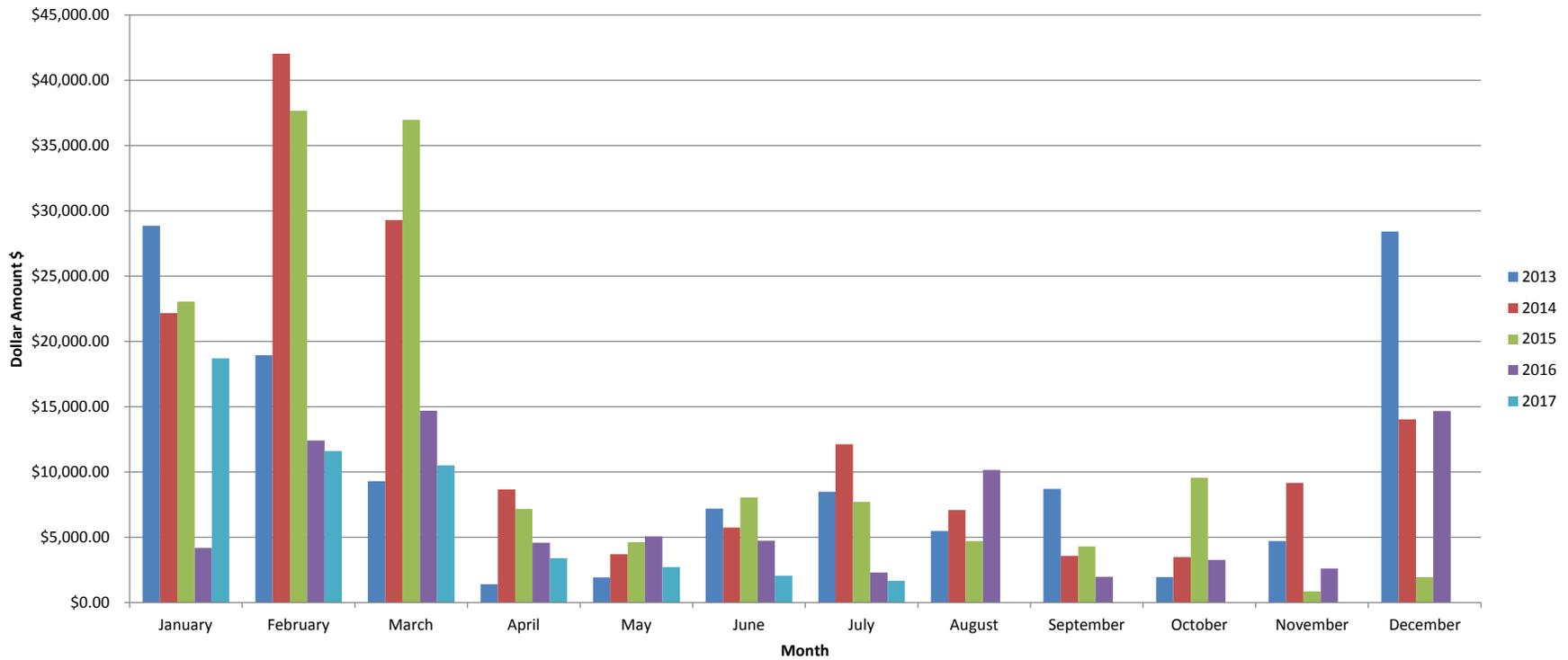
- Receipts recorded for July totaled \$166,860.37 and major receipts include the following:
 - Town Clerk - \$50,051.86 - including \$7,425.14 in water revenues, and \$8000 in park & recreation fees
 - Postage Refund - \$4,000.00
 - Development Office - \$14,712.45 applied against accounts receivable.
 - Justice Fines & Fees- \$28,856.00
 - Recycling - \$2,430.01
 - Donation - \$700.00
 - Surety - \$55,503.86
 - Other - \$2,606.19

EXPENDITURES

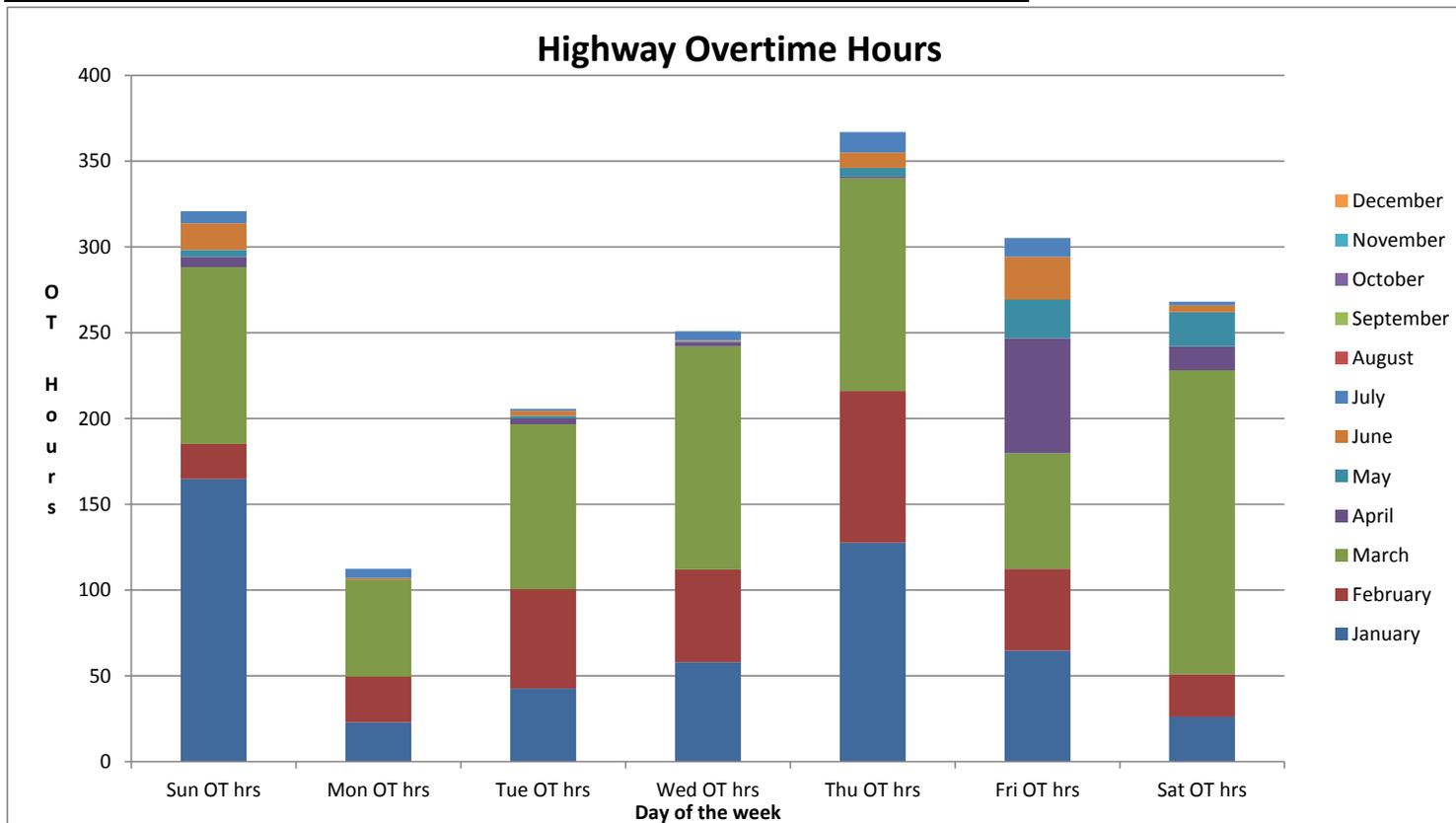
- We would expect the available balances in each fund to be about 41.69% at the end of July.
 - General Fund – Expenditures to date are \$2,433,116.36 against a revised budget of \$4,408,293.55 which leaves 44.81% available.
 - Highway Fund – Expenditures to date are \$1,663,877.89 against a budget of \$4,295,864 which leaves 61.27% available.
 - Water Fund – Expenditures to date are \$367,032.19 against a revised budget of \$1,169,166.26 which leaves 68.61% available.

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

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



	Sun OT hrs	Mon OT hrs	Tue OT hrs	Wed OT hrs	Thu OT hrs	Fri OT hrs	Sat OT hrs
January	164.75	23	42.5	58	127.5	64.75	26
February	20.5	26.5	58	54	88.5	47.5	25
March	103	56.5	96	130	124	67.5	177
April	6	0	3.5	2.5	1	67	14
May	4	0	1.5	0.5	5	22.5	20
June	15.5	1	3	0.5	9	25	4
July	7	5.25	1	5.25	12	11	2
August	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0
	320.75	112.25	205.50	250.75	367.00	305.25	268.00



ATTACHMENT 2

August 14, 2017

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

GUEST

City of Canandaigua, Mayor Ellen Polimeni attended the August 3rd meeting to discuss potential shared-services for environmental initiatives which may be considered by the City of Canandaigua and the Town of Canandaigua. These initiatives are mainly centered on food recycling, composting, and public education and outreach needed to facilitate the landfill changes that will be taking place soon. It is the County's intention to reduce the waste stream to the landfill by 60% by 2024 with its closing of the landfill by 2028. Many productive ideas emerged during the discussion that will certainly be considered when a Joint Committee is formally established between the ECB and the City's Environmental Committee. We urge the Town Board to act in this behalf at its next meeting of August 21st. A full list of suggestions that were discussed can be found in the minutes of the ECB meeting of August 3rd.

SUMMER PROGRAM

An Aquatic Invasives Identification Program was given on August 10th, Crouch Hall, Onanda Park, at 6:00pm. The program was well received by 30 attendees. Dr. Bruce Gilman, who facilitated the program, commented and provided 23 different species of invasive and non-invasive aquatic samples. Wow! Who knew there are so many aquatic species inhabiting our lake. The Finger Lakes Institute also provided a hands-on demonstration on cleaning watercraft to prevent unwanted species from entering the lake waters. Partnering with FLCC, CLWA and the FLI/Watercraft Steward Program to provide this opportunity is one example of the goals of our 2017 Projects Plan. The ECB tried different outreach approaches to encourage attendance at this event: the town's Summer Newsletter, mailing a flyer with the water bills, Mailchimp, Facebook, and participating partner resources. This may have accounted for the increased number of attendees at this year's event.

RECYCLING BROCHURE REPRINT

The Town Clerk informed the ECB that the number of Recycling Brochures was almost depleted. In discussion with Jim Fletcher 300 brochures were reordered at a cost of \$195. We anticipate that additional changes at the Transfer Station will necessitate a reorganization of the brochure. The ECB will include a revision of the brochure in our 2018 Projects Plan.

ANNUAL BUDGET REQUEST

The ECB recommends to the Town Manager and the Town Board a budget of \$3000 for fiscal year 2018. This recommendation is the same as budgeted for 2017. It is anticipated that outreach and public education efforts will increase.

2018 PROJECTS PLAN

The ECB will be starting its review of projects that may will be viable for the next year. We will be considering an expansion in public education and outreach in areas of bird, pollinator and amphibian habitat protection, invasive species programs, water quality, issues from the future Joint Environmental Committee on recycling, rain garden program, 1 newsletter topics, recycling brochure revision, and possible Open House at the new Highway Facility. We intend to complete this Plan for your approval in December.

MEMBER REPORTS

Our members continue to attend and report back to our Board regarding the activities of other committees and teams of the Town: the CIC, NRI Team, Open Space Team, Parks/Recreation Master Plan Committee. We also look forward to participating in the future Joint Environmental Committee.

You will find a full report in the minutes of the ECB's August 3rd meeting, available online.

Respectfully submitted,

Joyce Marthaller, Chair
Environmental Conservation Board

cc: Doug Finch, Town Manager
ECB Members

ATTACHMENT 3

August 13, 2017

To: Town Board

From: Oksana Fuller
Chair, Special Events Team

Re: Ontario County Fair

Thursday, July 27, 2017, the Events Team planned and participated in the Ontario County Fair. Our theme for this year was "Transportation in Ontario County." The Ontario County Historical Society provided us with their past transportation exhibit and banner. We had others exhibits as well.

The Granger Homestead and Carriage Museum's educator, was on site with several unique items and information about them, including a beautiful carriage and vintage toboggan.

Dennis Brewer and the parks and trails staff set-up a memorable exhibit that showed a remarkable history of the evolution of the Town's park system.

The Erdle family let us borrow the antique Waterloo Boy tractor which has always been a favorite attraction.

The Agricultural Enhancement Team and the Town Highway Department also contributed exhibits. The plastic kiddie pool filled with corn and trucks was a great hit with the younger kids.

We want to especially thank the Highway team for all their hard work transporting items to and from the County Fair. It was a challenge and we appreciate all their efforts.

This year we had a scavenger hunt at the Fair. If the kids answered 4 questions correctly about the exhibits, they received a large candy bar of their choosing. Talk about being a big hit...

Thank you to our Events Team, who always are hands-on and ready to do the heavy-lifting. They are an amazing group of volunteers.

Our next two events for the year are the Square Dance on Friday, October 13 at the City Fire Hall on Main Street. The city is partnering with the town on this event. Saturday, October 28 is our biggest event...Halloween@Onanda Park which is in the planning stages now.

Respectfully submitted,
Oksana Fuller



**The Town of Canandaigua
Special Events Team
would like to Thank You
for your participation in the
2017 Ontario County Fair!**



**Ontario County Historical Society
Granger Homestead & Carriage Museum
Town Parks and Trails
The Erdle Family
Town Agricultural Enhancement Team
Town Highway Department
Town Historian
Gary and Karen Jones
Ontario County Fair Board**

ATTACHMENT 4

AGREEMENT

BY AND BETWEEN

TOWN OF CANANDAIGUA, NY

AND

TOWN OF CANANDAIGUA

HIGHWAY EMPLOYEE'S ASSOCIATION

2017 -2018

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AGREEMENT

AGREEMENT made this ____ day of _____, 2017, and effective as of 1/1/2017, by and between the Town of Canandaigua, ("Employer") and the Town of Canandaigua Highway Employee's Association, ("Association"), affiliated with Local 1170 Communications Workers of America. This Agreement shall cover the period of 1/1/2017 through 12/31/2018.

All provisions set forth in the Town of Canandaigua Employee Handbook (last amended on November 21, 2016), shall govern all employees of the Town of Canandaigua EXCEPT as modified by this Agreement. The Association reserves the right to negotiate any changes made to the Employee Handbook which effect members of the Association, after the date of this agreement. The Town Board of the Town of Canandaigua reserves the right to make changes to the Employee Handbook relating to all other employees not covered by this agreement.

All provisions set forth in the Town of Canandaigua Code of Ethics, as amended from time to time, shall govern all employees of the Town of Canandaigua.

SECTION 1 - UNIT

This Agreement shall apply to all full-time and regular part time Motor Equipment Operators, Working Supervisors, Motor Equipment Operator IV's, and Laborer's employed in the Town Highway, Water and Recycling Departments working at least fifteen (15) hours per week, ("Employee"). Temporary and seasonal employees working for a given period; Winter, Spring, Summer, Fall are excluded. The term "employee" shall mean members of the bargaining unit covered by this agreement. A full time employee shall be as defined by the Ontario County Department of Personnel and Civil service in terms of hours worked per week.

SECTION 2 - RECOGNITION

The Employer recognizes the Association as the bargaining agent for all full time and regular part time hourly Employees in the unit defined in section 1 in all matters pertaining to salaries, benefits, and other terms and conditions of employment.

SECTION 3 - PURPOSE

- A. It is the purpose of this Agreement to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to provide orderly collective negotiating relations between the Employer and the Association, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

- B. The provisions of this Agreement shall be applied equally and to all employees in the bargaining unit, without discrimination as to age, sex, sexual orientation, race, color, creed, national origin and/or handicap.

SECTION 4 - NO STRIKE

The Association, and the Employees in the Association, represent and re-affirm that neither has the right to strike and agree that neither will engage in a strike, nor cause, instigate, encourage or condone a strike.

SECTION 5 - UNION SECURITY AND DUES DEDUCTION

- A. All new full time and regular part time Employees, as defined in section 1, hired by the Town and covered by this Agreement, shall as a condition of employment, within 30 days of employment, pay or tender to the Association an amount equal to the periodic Association dues until an employee's termination or separation from the bargaining unit.
- B. The Employer, upon presentation of appropriate authorizations executed by Employee's covered by this bargaining agreement, will deduct membership dues from the pay of bargaining unit Employees, and distribute same to a trustee or agency designated by the Association.
- C. The Association agrees to indemnify and hold the Employer harmless from all matters of claims, demands, suits, actions, or other forms of liability which may arise against the Employer on the account of the deduction of Union dues hereunder and the paying over of the same to the Association, trustee or agency designated by the Association.

SECTION 6 - DISCIPLINE AND DISCHARGE PROCEDURES

The Town agrees that, in disciplining any employee covered by this agreement, it shall follow the provisions of Section 75, 76, and 77 of the New York State Civil Service Law. In addition, in any case where the Town seeks to terminate the employment of an employee covered by this agreement, that employee may, in lieu of a Section 75 Hearing, elect to have the matter submitted directly to binding arbitration as set forth in Step 3 of the grievance procedure and the appointed arbitrator shall determine whether or not just cause for the termination existed and the appropriate remedy.

SECTION 6.1 – GRIEVANCE PROCEDURE

The Association shall represent any Employee, or group of Employees, as described in section 1, on disputes and grievances as defined in this Agreement in accordance with the procedures established by this Agreement.

A Grievance shall be defined as an alleged violation, misrepresentation, or inequitable application of the terms of this Agreement.

For purposes only of the Grievance Procedure below, workdays include Mondays through Fridays, and exclude holidays, except that workdays for Employees at the Transfer Station shall also include Saturdays and Sundays. Time limits set forth in this Section are of the essence.

The Grievance Procedure is defined as follows:

Step 1:

- A. An employee who claims to have a Grievance shall present his grievance in writing to the Department Head, on an approved grievance form, in writing, within ten (10) working days after the occurrence.
- B. Within five (5) working days the Department head shall discuss the grievance with the Employee and the grievance committee of the Association and shall make such investigation, as he/she deems appropriate.
- C. Within ten (10) working days after presentation of the grievance, the Department Head shall make his decision and communicate the same in writing to the Employee and the Association.

Step 2:

- A. If the employee or Association presenting a grievance is not satisfied by the decision of the Department head, the employee may, within five (5) working days after the Department Head's decision, request a review and determination of his grievance by the Town Supervisor or his/her designee. Such request shall be in writing and contain a statement as to the specific nature of the grievance and facts relating to it.
- B. The Town Supervisor, or his/her designee, shall meet with the Association, or its designated grievance committee, within five (5) working days after receiving said written notification. The Town Supervisor or the Association may request the presence of the employee's immediate supervisor and such other personnel as deemed appropriate at the meeting.

- C. Within ten (10) working days after the close of said meeting, the Town Supervisor, or his designee, shall notify, in writing, the employee and the Association of his decision on said grievance.

Step 3:

- A. In the event no agreement is reached at step 2, the Association, upon written notice to the Town, may appeal the Grievance to arbitration within twenty (20) working days after receipt of the Step 2 answer. The parties shall then endeavor to agree upon an arbitrator within ten (10) working days following the date of such notification.
- B. If the parties fail to agree upon such arbitrator, the Employer and the Association shall then request from New York State Public Employee Relations Board a panel of seven (7) names of suggested arbitrators. Any fees required by PERB shall be shared equally between the parties.
- C. The parties shall then select the impartial arbitrator from such list by each party alternatively removing one name from the list until but one name remains.
- D. The impartial arbitrator shall be bound by the terms of this Agreement.
- E. The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the parties.
- F. The impartial arbitrator shall submit his decision within sixty (60) days after the hearing, unless time is extended by agreement by both parties.

SECTION 7 - TOWN AFFAIRS

The provisions of the Agreement shall not be construed to restrain or limit the Employer in any way other than the express provisions of this Agreement, and all of the authority, rights, and responsibilities possessed by the Employer are hereby reserved and retained, including but not limited to the right to determine the mission, purposes, objectives, and policies of the Employer; to determine the methods, means, and number of personnel required for the conduct of Employer operations and functions; the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized unless modified by the provisions of this Agreement or applicable law.

SECTION 8 - WAGES

A. Job Classification and wage rates:

The job classifications and wage rates assigned to each classification are attached hereto as Appendix A and B. The placement of an employee within the rate structure assigned to each job classification shall be determined by the Town upon hiring as detailed in section 8, C.

B. Wage Increases:

Effective January 1st of each of the years covered by this agreement, employees will have their wages increased as detailed Appendix A and B based on job title and years of service as detailed in section 8, C. Wage rates are set one time annually during the Town Board's organizational meeting each January. Employees wage rates will be set based on the number of years of service to the Employer in the position that they are currently holding, and must have achieved the next full year of service prior to January 1st.

C. All employees with three or more years of service to the Employer will receive the full wage rate detailed in Appendix A and B for the respective year. Employees with two or fewer years of service will be paid as follows:

- At least two years, but less than three years of service will receive 95% of the published wage rate in Appendix A and B.
- At least one year, but less than two years of service will receive 90% of the published wage rate in Appendix A and B.
- At least six months of service, but less than one year of service will receive 85% of the published wage rate in Appendix A and B.
- New employees and those employees with less than six months of service at the time of the annual organizational meeting in which wage rates are set will receive 75% of the published wage rate in Appendix A and B. The Town Board of the Town of Canandaigua reserves the right to define pay rates for new employees governed by this agreement, based on experience or prior service, provided the rate is not more than the full wage rate detailed in Appendix A and B.

SECTION 9 - HOURS OF WORK - OVERTIME

Section 9.1- Work Schedules

- A. For all full-time Employees, the normal work week shall be eight (8) hours per day, Monday through Friday. The work week shall be forty (40) hours per week.
- B. Alternative work schedules maybe implemented by agreement between the Town and the Association.
- C. If an employee is scheduled for more than eight (8) hours in a day, he or she shall be paid for the number of hours regularly scheduled as it applies to the payment of sick, vacation, bereavement, comp time, etc. taken in such week.

- D. For the purpose of administering this Agreement, a day's pay shall be paid at the number of hours scheduled for that Employee for that day.

Section 9.2 - Overtime

- A. Except as hereinafter provided, all overtime more than the base work week will be paid at time and a half on the base hourly rate. The base workweek shall be deemed to be forty (40) hours. All hours worked or not shall be included in the base week. Jury duty leave, military leave, and leave for cancer screening, blood donations, and use of compensatory time off will not be included as time worked for the purpose of computing overtime.
- B. With pre-authorization from the Department Head, a non-exempt employee will have the option of being credited with "compensatory time" in lieu of overtime pay, up to a maximum of 40 hours banked at any time per year.
- C. Compensatory time must be taken in minimum blocks of two (2) hours. Prior notice of 48 hours, and approval, must be given. This notice period may be waived by the Department Head.
- D. An employee whose employment with the Town is terminated will receive cash payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

Section 9.3 - Call In Pay

- A. In the event an employee is called in to work prior to the employee's regular starting time, or after the employee's regular quitting time and the employee has left the work-site, he or she shall be considered called in.
- B. A minimum of two (2) hours shall be paid for "call ins".
- C. All "call-ins," (except holiday call-ins), shall be paid for at the rate of time and one-half. Holiday "call-ins" for the purpose of this section are defined as the actual Holiday (not observed days) associated with the designated Holidays per section 10. Observed day "call-ins" shall be paid at time and a half. Holiday "call ins" shall be paid for at two times the basic rate of pay. The Employer specifically reserves the right to "call-in" Employees where it is deemed necessary to provide essential services to the public.

SECTION 10 - HOLIDAYS

All members of the Association shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

- A. Floating Holidays- in addition to the above designated holidays, a full time employee will be credited with (4) floating holidays equivalent to 32 hours of pay each January 1st. 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 holiday not used as of December 31st 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.
- B. New Hires, floating holidays will be credited to newly hired full time employees based upon date of hire as follows.
- Hired during 1st calendar quarter: 3 floating holidays
 - Hired during 2nd calendar quarter: 2 floating holidays
 - Hired during 3rd calendar quarter: 1 floating holidays
 - Hired during 4th calendar quarter: 0 floating holidays
- C. When a holiday falls on a Saturday, the employees shall receive the previous Friday off. When a holiday falls on a Sunday, the employees shall receive the following Monday off.
- D. A Holiday occurring during a period of vacation or authorized leave, other than a leave of absence, shall not be included in computing such vacation time or authorized leave. The employee shall be credited for the holiday in place of the vacation day or authorized leave. An employee shall not be paid for both the holiday and vacation but may take the vacation day at another time.
- E. The Employer reserves the right to require employees to work on holidays where it is deemed necessary to provide essential services to the public.

- F. 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 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 day, or floating holiday.

SECTION - 11 VACATION

- A. 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.

After completion of	Vacation Leave
1 year	80 hours
2 years	80 hours
3 years	88 hours
4 years	96 hours
5 years	104 hours
6 years	112 hours
7 years	120 hours
8 years	128 hours
9 years	136 hours
10 years	144 hours
11 years	152 hours
12 years	160 hours

- B. Part-Time Employees, excluding seasonal employees, with a regular work schedule of twenty (20) or more hours per week shall receive one week of paid vacation leave annually after completion of one year of service. The one-week granted shall be equal to the number of hours the employee is regularly scheduled to work, and will be credited on the employee’s anniversary date of hire. Such employee may take the vacation in a one (1) week block. Vacation leave may not be carried over from year to year.
- C. Employees will not be granted vacation until they have satisfactorily completed a probationary period of one-year of service.
- D. Vacations will be based on current rate of weekly pay at the time the vacation is taken.

- E. An employee must receive prior approval, on no less than 48 hours' notice, from the employee's Department Head to take vacation leave. Vacation credits may not be used in increments of less than four (4) hours.
- F. Accumulation (carry over) - An employee may carry over a maximum 80 hours of vacation credits from one calendar year to the next, which must be used before the first day of April following the year in which they were credited. Any carry over vacation leave credits unused as of April 1st, will expire.
- G. Employees may cash out up to 80 hours of vacation payable in the first pay period in December. The employee must submit the request by November 15th on the proper form.
- H. New Employees - All new employees hired prior to July 1st of a calendar year, will receive a onetime credit of 80 hours of vacation time on the 1st day of July following the satisfactory completion of a one year probationary period. All new employees hired after July 1st of a calendar year, will be credited with 80 hours of vacation time on the first day of January following one full year of service.
- J. An employee who becomes hospitalized while on vacation leave may charge such time in a hospital as authorized sick leave, up to a maximum of three days, provided proper documentation is submitted to and authorized by the Department Head.
- K. An employee who resigns, retires, is laid off, provides adequate notice of no less than two (2) weeks, or is dismissed, will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay.
- L. Holidays during scheduled vacation- In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay at the employee's normal rate of pay.

SECTION 12 - INFORMATION ON JOB CLASSIFICATION

Both the Employer and Association recognize that the final determination of job classifications is the responsibility of the Ontario County Department of Human Resources. However, the Employer agrees to give a copy of the list of relevant job classifications and job specifications that are distributed by said Civil Service Commission to the President of the Association.

SECTION 13 – HEALTH AND DISABILITY BENEFITS

Section 13.1 Health Insurance:

A. Health Plans provided:

All full-time employees as of date of hire are eligible by application to become subscribers to the Town’s health insurance program, which include the following programs offered by Excellus.

- Gold 18 (hybrid plan)
- Silver 15(hybrid plan)
- Silver 2 HSHP
- Bronze 4 HDHP

B. Employee Contributions:

Employees shall contribute no less than 10% towards the monthly premium of the Silver 15 (hybrid plan) or Silver 2 HDHP, or no less than 15% towards the monthly premium of the Gold 18(hybrid plan), or no less than 5% towards the monthly premium of the Bronze 4 HDHP. Employees will be responsible for 10% of any annual increase above the premiums applicable in 2017.

C. Health Savings or HRA Account:

The Town will make the following contributions semi-annually at a rate of 50% on January 1st and 50% on July 1st to the employee’s HSA.

The Town will make the following contributions to the employees HSA or HRA

Tier	Gold 18	Silver 15	Silver 2	Bronze 4
Single	\$ 750.00	\$1,000.00	\$1,120.00	\$2,350.00
All other	\$1,500.00	\$2,000.00	\$2,240.00	\$4,700.00

D. Medical Insurance Buyout:

Employees may choose to forgo coverage under a Town-sponsored health insurance program in exchange for a cash buy out in lieu of receiving medical insurance benefits (Dental insurance shall not be included). Employees covered by the Town health insurance through a spouse (active or retired) are not eligible for this payment. This buy out provision is subject to the following conditions:

- a. The employee must provide documentation of comparable medical insurance in a manner and form to be determined by the Town and sign an appropriate waiver of health insurance coverage and waiver of liability to the Town.

- b. The Annual buy out amount shall be Two thousand dollars (\$2,000.00).
- c. Partial payment of the buy out will be made in the employee's regular biweekly paycheck for each pay period the employee is eligible for the buy out. This payment is in addition to the compensation to which the employee is otherwise entitled, and will be treated as part of gross income and payroll taxes.
- d. In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under a medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the request for reinstatement, provided such request is made at least five business days prior to the first of the month and all eligibility requirements of the insurance plan are met.

Section 13.2 Dental Insurance:

Dental Insurance: All full-time employees as of date of hire are eligible by application to become subscribers to the Town's Dental insurance program, which shall include the following program offered by Excellus.

- Excellus DBOC-1-26/26 plan

Employee contributions: All full-time employees shall contribute 25% towards the cost of the monthly premium. Any changes to plans or contribution strategies would be subject to further negotiation by the Employer and the Association.

Section 13.3 New York State Retirement:

A. The Town will make available the New York State Employee's Retirement system pension plan to each eligible employee.

B. The Town agrees to maintain the present retirement plan provided by law, including for the provision for the allowance for unused sick leave as provided by section 41-j of the New York State Retirement and Social Security Law.

SECTION 14 - BEREAVEMENT LEAVE

Each employee shall be entitled to up to Three (3) days leave with pay for the death of the following immediate family members:

- Spouse
- Parent
- Grandparent
- Daughter in law
- Grand child
- Employees same sex partner
- Child
- Sibling
- Parent in Law
- Son in Law

In the event of a death of a full time employee's family member not included in the definition of immediate family, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral. Such leave will not be subtracted from any of the employee's leave credits.

Extended bereavement leave- with authorization from the employee's Department Head, an employee may use vacation leave credits and/or personal leave credits to extend bereavement leave. The Department head will have discretion to extend the leave or not, based on the needs of the Department.

SECTION 15 - SICK LEAVE

1. All full-time employees shall be entitled to accumulate eight hours of sick leave per month to a maximum of 1,500 hours. An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.
2. Each employee must notify his/her direct supervisor within an hour of the designated starting time of his or her tour of duty on any day, which he/she is sick. (Designated time of call-in shall be at the discretion of the supervisor, but must be within the one hour limitation).
3. Any employee who is absent due to personal illness may be required to furnish a physician's certificate to justify his absence.
4. For an absence of three or more consecutive days, employees will be required to furnish a physician's certificate stating the nature of the illness.

5. In case of prolonged illness during which the employee, through accumulated sick leave, continues to receive wages, a certificate from the attending physician must be filed with the Department Head every 30 days.
6. After all sick leave credits plus any accrued vacation have been used, an employee with a minimum of 5 years of continuous service, may be granted extended paid sick leave of up to thirty days, upon recommendation of the Department Head and the approval of the Town Board.
7. A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a full-time employee will be credited with forty-eight (48) hours of paid sick leave.
8. A full time employee who was hired prior to September 22, 2014 and who has one thousand five hundred hours of sick leave credits will be credited with eight hours of paid vacation leave each month in lieu of paid sick leave. This provision of vacation leave in lieu of sick leave does not apply to any employee hired after September 22, 2014.
9. The Town will administer a New York State Disability Insurance program for the employees, with the employees responsible for paying the premium.
10. An employee may use five (5) days sick leave with pay per year for family medical issues. The Town may request documentation, but nurse's note will be acceptable to verify the medical illness.
11. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non- work hours. Sick leave credits may not be used in increments of less than one hour.
12. All employees will be provided with foul weather gear. Damaged foul weather gear shall be provided to the department head for replacement as soon as possible.
13. For an employee injured on the job and entitled to Workers' Compensation ("C" benefits, the Town will pay to the employee the difference between the WC benefit amount that the injured employee is entitled to receive and the employee's regular salary, except the Town will pay to the employee his full regular base pay for the first 7 days that the employees is absent from work under a valid WC claim. If the employee is absent from work after the first 7 days then the Town, at the employee's option, may pay the employee his regular wages, up to 7 days, through the deduction of sick leave time. The employee must have sufficient amounts in his sick bank for such deduction. When or if the Town is reimbursed by the insurance carrier the portion of sick leave that is reimbursed will be credited back to the employee's sick leave bank. Any portion that is not reimbursed will remain as a deduction. After the

initial 14 days from the date of injury, the Town will only pay to the employee the difference between the employee's regular wages and the Workers' Compensation amounts. At this time the employee will receive the WC benefits directly from the insurance carrier. The Town must be provided proof of actual WC benefits received or denied and the Town shall adjust payroll accordingly.

SECTION 16 - JURY DUTY

An employee who is required to serve on a jury or as a witness in a court case shall receive paid leave for the necessary period. Upon approval of the Department Head, employees requesting jury duty leave shall submit to the Clerk/Treasurer a copy of the Court Order or Subpoena along with any juror or witness fees or compensation. Employees receiving approved jury duty or court leave will not be required to turn in payments for expense reimbursements paid through the Court system (such as meal and mileage allowances).

SECTION 17 - PROMOTIONS AND TRANSFERS

- 1) Whenever an opportunity for promotion occurs, or a job opening occurs in other than a temporary situation in any job classification, or job opening occurs as the result of the development or establishment of a new job classification, a notice of the opening shall be posted per the Employer's posting procedures.
- 2) During this period employees who wish to apply for the open position including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Superintendent of Highways or his or her designee as indicated on the notice.

SECTION 18 - LAYOFFS

The Employer, in its discretion, shall determine if lay-offs are necessary. If the Employer determines that lay-offs are necessary, lay-off and recall of competitive class employees shall be governed by the New York State Civil Service Law and the Ontario County Civil Service Rules.

Lay-offs in the non-competitive class or labor class shall take place in accordance with the below:

- A. Employees will be laid off first based on seniority regardless of classification with the Employee with least seniority being laid off first. Seniority will be based on full time employment.

- B. In the event two (2) or more Employees have the same seniority date, the Employee holding the highest rated position for the longest period shall have first seniority rights.
- C. In the event of a layoff two weeks notice will be given to the Employee.
- D. An employee laid off due to a lack of work or elimination of an operation shall have recall rights to their original job title or a job title they are qualified to perform as determined by Ontario County Department of Human Resources for a one (1) year period from the date of lay-off. The employees must notify the Town of their intent to accept or reject the recall offer within five (5) business days of receiving the notification from the Town by certified mail.

SECTION 19 - ORGANIZATION AFFAIRS

- A. The Employer shall afford officers up to 52 hours per year, with the Association paying the Employer for any additional hours used, except in the case of hearings, of on-duty status to process grievances and to consult with appropriate management officials, if the officers shall first request this of his supervisor and arrange to take the necessary time without material interference with his assigned duties. The provisions of this section shall apply to all aggrieved employees.
- D. Officers of the Association shall be allowed up to a total of 10 days per year, without pay, to attend Union conferences, conventions, or meetings, provided the department head approves such time off.
- E. Bulletin Boards: Bulletin boards shall be furnished, installed and maintained by the Town in locations on Town premises approved by the Town and accessible to employees in the bargaining unit for posting of notices relating to Union affairs.
- F. New Employee Orientation: The Association may arrange with the supervisor to meet with newly -hired employees as part of the overall orientation process for furnishing them with information about the Association. The meeting will be limited to a maximum of thirty (30) minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.

SECTION 20 - LABOR/MANAGEMENT COMMITTEE

A joint labor/management committee will be formed consisting of two (2) representatives of the Employer and two (2) officers of the Association. The committee will meet periodically at a mutually agreed time and place, or meetings may be called by either party upon reasonable notice. The purpose of the committee shall be to foster good labor relations; both the

Employer and Association agree to act in a reasonable manner in all matters between the Town and the employees.

SECTION 21 - MILITARY LEAVE AND MILITARY LEAVE OF ABSENCE

A. Military leave (New York State Law) - This section refers only to a paid leave for military service under New York State Law and does not effect an employee's entitlement to leave needed for military service under federal statute. The Town of Canandaigua recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two work days or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State Law, the employee may keep all pay received for military service.

B. Military Leave of Absence (Federal Law)- An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The Employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.

A. Leaves for Military Spouses (New York State Law)- In accordance with NYS Labor Law 202-I, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours per week) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee's spouse is on leave from such deployment. This does not preclude the employee's option to use available paid leave upon approval of the employee's Department Head.

SECTION 22 - VOLUNTEER FIREFIGHTERS

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.

SECTION 23 - DEFERRED COMPENSATION PLAN

The Town agrees to continue to facilitate the availability of any deferred compensation plan to Employees and shall allow Employees covered by this Agreement to participate in this plan.

SECTION 24 - EMPLOYEE RECOGNITION PROGRAM

The Town agrees that Employees will be recognized in the same manner and provided the same awards as other Town employees.

SECTION 25 - MAINTENANCE OF BENEFITS

All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this agreement shall remain in effect to the duration of this Agreement, unless mutually agreed otherwise between the Town and the Union.

SECTION 26 - SCOPE OF AGREEMENT

- A. This Agreement shall not be modified or amended unless in writing signed by both parties.
- B. If any section, subsection, sentence, clause, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. Such section, subsection, sentence, clause, phrase or portion of the Agreement held invalid or unconstitutional would then be subject to re-negotiation.
- C. The parties intend that negotiations for a subsequent Agreement may commence by September 1, 2018. In the event the parties do not reach agreement for a new Agreement by December 31, 2018, the terms of this Agreement shall remain in force in accordance with applicable state law.
- D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIREING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

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

TOWN OF CANANDAIGUA:

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

TOWN SUPERVISOR

PRESIDENT HIGHWAY ASSOCIATION

DATE _____

PRESIDENT LOCAL 1170 C.W.A

APPENDIX A

	2017 Wage Rate(s)
Group 1 - Motor Equipment Operators	\$ 25.41
Group 2 - Motor Equipment Operators IV	\$ 26.34
Group 3 - MEO Working Supervisors	\$ 27.65

APPENDIX B

	2018 Wage Rate(s)
Group 1 - Motor Equipment Operators	\$ 25.92
Group 2 - Motor Equipment Operators IV	\$ 26.87
Group 3 - MEO Working Supervisors	\$ 28.19

ATTACHMENT 5

Local Law Filing

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

8/15/17

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

County City Town Village
(Select one.)

of Canandaigua

DRAFT

Local Law No. _____ of the year 2017

A local law Residency Requirements for Deputy Town Clerk
(Insert Title)

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

County City Town Village
(Select one.)

of Canandaigua as follows:

(see attached)

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

TOWN OF CANANDAIGUA
LOCAL LAW NO. ____ OF THE YEAR 2017

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

SECTION 1. AUTHORITY

This Local Law is adopted pursuant to Municipal Home Rule Law §10[1][ii][a][1] that grants to local governments the authority to enact local laws regarding the qualification of local officers. Furthermore, this local law recognizes that the State Legislature amended Public officers Law §3 adding a new subdivision (20) expanding the residency requirements for a deputy town clerk in the Town Of Mamaroneck, thereby rendering Public officers Law §3 a special law with respect to a deputy town clerk (see cf N.Y. Op. Atty. Gen. (Inf.) No. 91-37).

SECTION 2. SUPERSESSON

The local law shall supersede Public Officers Law §3 and Town Law §23(1) in its application to the office of Deputy Town Clerk for the Town of Canandaigua.

SECTION 3. RESIDENCY REQUIREMENTS FOR THE OFFICE OF DEPUTY TOWN CLERK FOR THE TOWN OF CANANDAIGUA

The persons holding the offices of Deputy Town Clerk need not be a resident nor an elector of the Town of Canandaigua, provided, however, that such person or persons shall reside in Ontario County within the State of New York.

SECTION 4. INCONSISTENCY

All other laws and ordinances of the Town of Canandaigua that are inconsistent with the provisions of this local law are hereby repealed, provided however, that such repeal shall only be to the extent of such inconsistency and in all other respects this local law shall be in addition to such other local laws or ordinances regulating and governing the subject matter covered by this local law.

SECTION 5. SAVINGS CLAUSE

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal, or invalid, such judgment shall not affect, impair, or invalidate the remainder, thereof, but shall be confined in its operation of the clause, sentence, paragraph, worked section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 6. EFFEECTIVE DATE

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, in accordance with the applicable provisions of law.

(Name of Legislative Body)

DRAFT

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

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

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

3. (Final adoption by referendum.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

(Seal)

DRAFT

ATTACHMENT 6

REQUEST FOR BUDGET TRANSFER

Date: 8/10/17

Department:

Requested By: Bookkeeper

Please provide a detailed explanation outlining the reason for this request:

Fund /Type	Account Description	From Line	Amount	To Line	Amount
Example:					
General/Expense	Town Board Elected	A.1010.110	\$100.00	A.1110.400	\$100.00
<u>Contractual</u>	<u>POD / Town Mgr</u>	<u>A8010.403</u>	<u>\$1500</u>	<u>A1230.400</u>	<u>1500</u>

Approved By:

8/10 Bookkeeper: Date & Signature: [Signature]

8/10/17 Budget Officer: Date & Signature: [Signature]

_____ Town Board: Date & Resolution #: _____

ATTACHMENT 7

REQUEST FOR BUDGET TRANSFER

Date: August 9, 2017

Department: Parks

Requested By: Dennis Brewer

Please provide a detailed explanation outlining the reason for this request:

Fund /Type	Account Description	From Line	Amount	To Line	Amount
Example:					
General/Expense	Town Board Elected	A.1010.110	\$100.00	A.1110.400	\$100.00
General	Recreation Cont.	A7140.400	*2500	A7020.400	*2500
		current	3845 ⁵³	current	918 ⁹⁹

Approved By:

8/10/17 Bookkeeper: Date & Signature: [Signature]

8/14/17 Budget Officer: Date & Signature: [Signature]

_____ Town Board: Date & Resolution #: _____

Transfer Completed By:

_____ Bookkeeper _____ Date

ATTACHMENT 8

REQUEST FOR BUDGET TRANSFER

Date: 8/14/17

Department:

Requested By: Bookkeeper

Please provide a detailed explanation outlining the reason for this request:

See Resolution

Fund /Type	Account Description	From Line	Amount	To Line	Amount
Example: General/Expense	Town Board Elected	A.1010.110	\$100.00	A.1110.400	\$100.00
	<u>Lakewood Meadow Lighting</u>	<u>52.9000.244</u>	<u>\$360</u>	<u>52.5182.400.244</u>	<u>\$360</u>

Approved By:

8/14 Bookkeeper: Date & Signature: [Signature]

8/14/17 Budget Officer: Date & Signature: [Signature]

Town Board: Date & Resolution #: _____

ATTACHMENT 9

REQUEST FOR BUDGET TRANSFER

Date: 8/14/17

Department:

Requested By: Bookkeeper

Please provide a detailed explanation outlining the reason for this request:

reallocate w/o HSA ~~to~~ ~~expense~~
acct balances between funds

Fund /Type	Account Description	From Line	Amount	To Line	Amount
Example: General/Expense	Town Board Elected	A.1010.110	\$100.00	A.1110.400	\$100.00
		A9040.800	9768 ⁸⁷	D9040.800	9768 ⁸⁷
		A9060.830	1620	D9060.830	1620

Approved By:

8/14/17 Bookkeeper: Date & Signature: [Signature]

8/14/17 Budget Officer: Date & Signature: [Signature]

Town Board: Date & Resolution #: _____

ATTACHMENT 10

CREDIT CARD POLICY

TOWN OF CANANDAIGUA

a) Purpose

To establish the Policy and Procedures for the use of a Town issued credit card to the position of Town Clerk, Town Highway Superintendent, and Town Manager. These procedures are intended to accomplish the following:

- i. To ensure that the procurement with credit cards is accomplished pursuant to the policy and procedures established by the Town Board as may be appropriate.
- ii. To enhance productivity, significantly reduce paperwork, improve internal controls and reduce the overall cost associated with approved purchases as listed below.
- iii. To ensure appropriate internal controls are established within each department procuring with credit cards so that they are used for authorized purposes only.
- iv. To ensure that the Town bears no legal liability from inappropriate use of credit cards.

b) Scope

The Town Board as may be appropriate will make all decisions regarding the issuance of individual cards and the establishment of any and all additional controls of their use. The total credit limit shall be \$20,000.00.

c) Policy

- i. Town credit cards may be used for the following purchases:
 - a. Fuel, Materials, supplies, and equipment. Only if a purchase order cannot be issued. Charges for supplies and equipment shall not exceed \$1,000 per item without approval from the Town Board.
 - b. Registrations
 - c. Travel and/or training expenses. Other items specifically authorized by the Administration or their designee.
- ii. The credit card will not be used for personal purchases of any kind. Use of credit cards for personal purchases or expenses with the intention of reimbursing the Town is prohibited.
- iii. Splitting of charges to avoid the transaction limit set for the credit card is prohibited.
- v. Use of the card for meals is limited to travel outside of the town where at least one overnight stay will occur or when the meal is for business purposes only at the convenience of the Town. Meals to promote goodwill or to boost morale are not considered at the convenience of the Town. There will be no charges allowed for alcohol or entertainment.
- vi. No cash advances (ATM, traveler's checks, money orders, etc.) are allowed using the credit card.
- vii. The credit card is not to be used to pay invoices or statements of any kind.
- viii. All purchases made with credit cards shall be paid for within the grace period so that no interest charges or penalties will accrue.
- ix. Any incentive program benefits derived by the use of Town credit cards will be the property of the Town.

DRAFT

- x. All cardholders should take all measures necessary to ensure the security of the credit card and the card number. Cardholders shall not give their card or their card number to others to use on their behalf.
- xi. Lack of proper documentation or authorizations may result in loss of credit card privileges and/or personal liability.
- xii. Misuse of a Town credit card by an authorized employee may result in loss of the credit card and/or disciplinary action against the employee, up to and including termination of employment.
- xiii. The cardholder will provide all information required by the financial institution issuing the card in order to receive a Town credit card, including social security information as required by the Federal Patriot Act.

d) Procedure

- i. Each authorized cardholder must sign an Agreement to Accept Town Credit Card prior to issuance of the credit card.
- ii. When using the Town credit card, the cardholder should:
 - a. Ensure the goods or services are budgeted and allowable.
 - b. Determine if the intended purchase is within the cardholder's credit card limits.
 - c. Tell the merchant or supplier that the purchase will be made using the credit card issued through the Town of Canandaigua.
 - d. Inform the merchant that the purchase is tax exempt. The tax exempt number is 16-6002197. Review the receipt before leaving the store and request a credit if taxes were charged in error.
 - e. The cardholder is responsible for managing any returns or exchanges to ensure proper credit is received for returned merchandise. The cardholder should contact the vendor to obtain instructions for returns and make sure that proper credit is received.
- iii. All receipts related to the purchase shall be signed by the department head and forwarded to the Bookkeeper within (5) five days of the purchase. If the cardholder does not have receipt or proper documentation to submit, a reconciliation statement that includes a description of the item, date of purchase, merchant's name and an explanation for the missing support documents shall be submitted within (5) five days of the purchase. Frequent instances of missing documentation may result in the cardholder's privileges being revoked.
- iv. The Bookkeeper will reconcile the credit card statement to the receipts forwarded by the departments making purchases. Exceptions will be forwarded to the department involved for resolution. The Bookkeeper will verify the general ledger code designated for the transactions and will adjust, if necessary.
- v. It is the cardholder's responsibility to submit the receipts and other documentation within the time frame stated above. If the information is not submitted in a timely manner, the department that has not submitted the information will be responsible for the interest and/or late charges.
- vi. If a credit card is lost or stolen it shall be reported to the Bookkeeper immediately after discovery.
- vii. Upon separation of employment, cardholders shall surrender their town credit card to the Bookkeeper on or before their last day of work and prior to issuance of final compensation to the cardholder.

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e) Audits

Random audits will be conducted for both card activity and receipt retention as well as statement review by the Bookkeeper. The detailed activity is also reviewed annually by the town's independent auditing firm.

f). Authority

These policies are adopted by the Town Board as it relates to their management of the Town's prudential affairs and their authority over expenditures.

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APPENDIX I

**ADMINISTRATIVE REGULATION
AGREEMENT TO ACCEPT TOWN CREDIT CARD**

I, hereby acknowledge receipt of a Town of Canandaigua Credit Card, number _____.

As a Cardholder, I agree to comply with the terms and conditions of this Agreement and the applicable provisions of _____ Credit Card Policy, as may subsequently be revised. I acknowledge receipt of the Policy and I have read and understand its terms and conditions. I understand the Town of Canandaigua is liable to the financial institution for all charges made by me.

As the holder of this credit card, I agree to accept responsibility for the protection and proper use of this card as outlined in the regulations. I understand that the Town will audit the use of this credit card. I understand that I am responsible for retaining all receipts for processing to the Bookkeeper and that failure to provide receipts may result in personal liability. I understand that I cannot use the credit card for personal use even if the intent is to reimburse the Town. I understand the use of the card does not circumvent the Town's Procurement Policy.

I further understand that improper use of this credit card may result in disciplinary action, up to and including termination of employment and in accordance with applicable Town Personnel Policy. I also agree to allow the Town of Canandaigua to collect any amounts owed by me even if I am no longer employed by the Town.

If the Town initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay all legal fees incurred by the Town in such proceedings. I understand the Town may terminate my rights to use this credit card at any time for any reason.

I agree to return the credit card to the Town of Canandaigua immediately upon request or upon termination of employment.

Cardholder

Date

ATTACHMENT 11



Cummins Inc.
 700 Aero Drive
 Buffalo, NY 14225
 Phone: (716)829-1700
 Fax: (716)632-0640

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Canandaigua Highway Dept Accounts Payable 5440 Route 5 & 20 West Canandaigua, NY 14424 Customer #: 166678 Payment Type: Prepaid	Name: Jim Fletcher Phone: (585) 394-3300 Cell: 585-281-7113 Fax: (585) 394-3767 E-mail: jfletcher@townofcanandaigua.org	Quote Date: 8/1/2017 Quote Expires: 9/30/2017 Quote ID: QT-3982 Quoted By: Kelly Peter Quote Term: 1 Year

Site Name:TOWN OF CANANDAIGUA WATER
 (5614 GOODALE ROAD CANANDAIGUA NY 14424)

Unit Name: Goodale Pump	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Onan	1	October	Inspection	1	\$735.41	\$735.41
Model: DSHAE-5938164/C	1	April	Full Service	1	\$1,014.41	\$1,014.41
S/N: K070124569	Year 1 Total:\$1,749.82					
Size: 125kW						
ATS Qty: 0						
Notes:						

Total Agreement Amount:* **\$1,749.82**
**Quote does not include applicable taxes*



Cummins Inc.
 700 Aero Drive
 Buffalo, NY 14225
 Phone: (716)829-1700

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Canandaigua Highway Dept Accounts Payable 5440 Route 5 & 20 West Canandaigua, NY 14424 Customer #: 166678 Payment Type: Prepaid	Name: Jim Fletcher Phone: (585) 394-3300 Cell: 585-281-7113 Fax: (585) 394-3767 E-mail: jfletcher@townofcanandaigua.org	Quote Date: 8/1/2017 Quote Expires: 9/30/2017 Quote ID: QT-3982 Quoted By: Kelly Peter Quote Term: 1 Year

Total Agreement Amount:* **\$1,749.82**

**Quote does not include applicable taxes*

Comment: Agreement to begin October 1, 2017 with the inspection in October and the full service in April.

Total Agreement Amount Does Not Include Applicable Taxes. Please call (315) 437-2751 for invoice total prior to sending payment.

Please return signed agreement to:

Cummins Inc.
 6193 Eastern Ave
 Syracuse, NY 13211
 Phone: (315) 437-2751
 Fax: (315) 437-6596

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-3982)	Cummins Inc. Approval
---	------------------------------

Signature: _____ Signature: _____

Date: _____ Date: _____

Please return signature sheet only.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations. Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. Termination. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

Check Points for Annual Full Service Inspection

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Replacement of lubrication oil and filters
- Perform oil analysis (If applicable)
- Disposal of waste oil and filters
- Replacement of fuel filters
- Replacement of water filters
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level (coolant sample analysis)
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses

Check Points for Minor Inspections

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses

ATTACHMENT 12

From: Hotaling, Greg [<mailto:ghotaling@mrbgroup.com>]
Sent: Tuesday, August 15, 2017 2:35 PM
To: jfletcher@townofcanandaigua.org
Cc: Fromberger, Tom <tfromberger@mrbgroup.com>
Subject: Wells Curtis Drainage

Jim –

After our onsite review, I recommend we start with a mini drainage study so we can get an idea the drainage area and the flow so we can make some more informed decisions regarding conveyance. MRB will identify the drainage area, review ground cover types, and perform some preliminary hydrologic calculations to determine the most effective conveyance solution. MRB will prepare a brief memo report to summarize the findings and present to the board. Following this and at your direction, we would continue with a design phase to give you construction drawings of the conveyance solution. The mini drainage study can be delivered to the Town for a fee (not to exceed) \$3,500.00.

Please let me know if you have any questions or if you need something more than this for the board to authorize.

Sincerely,

Gregory J. Hotaling, P.E.
Project Manager



The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620
(585) 381-9250 Phone
(585) 381-1008 Fax

The content of this email is the confidential property of MRB Group and should not be copied, modified, retransmitted, or used for any purpose except with MRB Group's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

ATTACHMENT 13



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

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

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

Shipping Information

Priority GROUND
Carrier UPS

Terms Prepaid & Add
FOB Origin/Shipping

Terms & Conditions

Shipping Information:

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

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

Warranty Information:

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

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

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

shipment.

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

Return Information:

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

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

Payment Information:

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

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

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

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

The person signing below is authorized to approve this purchase.

Customer Signature for Quote 40069727

Date

Purchase Order Number

All amounts are in US Dollars.

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

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

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



Attachment A - Statement of Work

Statement of Work #: 413153

Ticket #: T20170803.0071

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

Scope:

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

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

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

AGREED TO AND ACCEPTED BY:

Customer: Canandaigua Water Department

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

TERACAI:

Authorized Signature: _____

Print Name: Timothy Duffy

Title: VP TERACAI

Date: _____

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

TERACAI PROJECT CONTACTS & CUSTOMER PROJECT TEAM MEMBERS

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

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

Cybersecurity Vulnerability Assessment for NYS Community Water Systems

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

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

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

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

The objectives of this initiative are as follows:

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

This vulnerability scan complies with the following regulations:

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

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

Methodology

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

Scope

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

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

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

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

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

Organization name: Town of Canandaigua Water Department

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

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

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

Deliverables

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

Assumptions

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

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

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

Change Orders

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

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

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

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

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

Project Management

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

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

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

Pre-Existing Conditions and Force Majeure

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

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

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

The work described in this SOW will be performed as:

Remote
 On Site

1. Project Timeline:

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

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

2. Price, Payment, Milestones & Force Majeure:

2.1. Price and Payment:

The work described in this SOW is priced as:

A Lump Sum Cost
 Time and Materials

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

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

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

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

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

2.2. Milestones:

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

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

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

2.3. Force Majeure:

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

3. Assumptions & Responsibilities:

3.1. General Assumptions & Responsibilities:

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

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

3.2. Project Specific Assumptions & Responsibilities:

Customer:

- Provide necessary access to facilities and systems as required

4. Discrepancy Resolution & Escalation:

4.1. Problem Resolution:

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

4.2. Escalation:

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

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



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

Autotask Contract #: Case #

Master Services Agreement

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

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

1. Terms and Conditions

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

2. Services

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

3. Change Orders

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



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

4. Delivery & Acceptance

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

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

5. Cooperation

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

6. Payment

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

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



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

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

7. Confidentiality

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



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



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

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

8. Cost Structure

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

9. Term and Termination

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

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



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

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

10. Insurance

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

11. Non-Solicitation

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

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

12. Notices.

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

13. Entire Agreement

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



14. Enforceability.

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

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

Required Information:

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

ATTACHMENT 14



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for **Engineering Services and Software Development**. It includes Network and System troubleshooting, programming, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include; Server Implementations, Network Design and Engineering, and at client request.

Professional Service Agreement Terms:

Payment in full is due before any project/support is started.

Purchase of Professional Service Agreements are non refundable.

Clients with **PSA** receive priority telephone response time over non-PSA clients.
(average response time: less than 1 hour)

Clients with **PSA** receive priority on-site response time for troubleshooting & technical support over non-PSA clients.

Clients with **PSA** have the option to have updates delivered via modem; mail; or on-site delivery.

Travel time is billed as straight time

Weekend/Overtime hours will be billed at 2 X regular rate

Modem/Phone charges are the responsibility of the client and are always billable.

Engineer's time is billable when:

- Working on additions/updates to programs / integration/ research
- Travel time between office and customer's location
- Time involved in gathering information for projects
- For support covering overnight staff, lodging, meals billed at \$150.00 per day.
- No extra charges for ground travel, flight costs are billed to the customer.

Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The client's remedies are limited to Integrated Systems obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The client assumes all risk for loss or damage to the client equipment and data files except as specified herein.

EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of

Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250.00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefore.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney's fees incurred by Integrated Systems in collecting amounts owed under this provision.

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 155.00		None
A	10	\$ 95.00	\$ 950.00	\$ 600.00
B	25	\$ 90.00	\$ 2250.00	\$ 1625.00
C	50	\$ 85.00	\$ 4250.00	\$ 3500.00
D	100+	\$ 75.00	\$ 7500.00+	\$ 8000.00+

Contract Selected: D

I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Company: Town of Canandaigua
 Address: 5440 Route 5+20, Canandaigua NY 14424
 Signature: _____
 Date: _____ PO#: _____

Integrated Systems Co-signed: _____

Schedule A

Town of Canandaigua Support Services Protocol and Service Reimbursement Schedule:

(1) day (4) hours onsite (1) day per month and as requested support time

Requests for Service:

Requests for Service, other than scheduled onsite service can be made by calling our office at 924-8670.

Rates / Reports:

Integrated Systems will provide the Town of Canandaigua support and troubleshooting for the Town's technology needs from 8am -5pm Monday through Friday at our quoted contract rate. A detailed summary of each service call will be provided upon request.

Scheduled Support Provided Monthly:

Integrated Systems will provide scheduled service to the Town to Canandaigua through (1) day per month for a maximum of four hours to support the IT services. If additional support time is needed it will be billed to the Town's existing/valid Professional Service Agreement.

Scheduled Monthly Service:

Server Level: Monthly Onsite

- Examination and Evaluation of Server event logs and document and report variations from established baselines.
- Examination and Evaluation of RAID5 Storage Configuration, document and report variations from established baseline
- Implement Microsoft Windows Updates as they are made available from Microsoft
- Evaluate Disk Space, document and report variations form established baselines
- Verification of Backups, document and report variations from established baseline
- Evaluate Power Management Status for UPS equipment document and report variations from established baselines

User Level Support: Monthly Onsite

- Installation and Integration of workstations, laptops, printers and application software for users
- Support and troubleshooting for the Town users technology needs as they occur
- User level Support for the Town's Department Level Application Software

User Applications Support: Monthly Onsite

- PC level Support of Operating System issues with Windows XP and Windows 7, Windows 8
- PC level Support of Issues of Microsoft Office Issues
- PC level Support of Printer related issues
- And other support service as needed on an À la carte basis

The payment in full is due before any services or support is started. Additional onsite support time will be provided as requested, at the same rate for work during regular business hours and work performed after 5pm, the rate is 1.5 per hour.

ATTACHMENT 15

July 26, 2017

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

RE: KENNETH & DEBORAH BUCK RESIDENCE – 3822 COUNTY ROAD 16
SOIL EROSION SURETY ESTIMATE
TAX MAP NO. 113.093-12.000
CPN No. 031-17
MRB PROJECT NO.: 0300.12001.000 PHASE 101

Dear Mrs. Chrisman,

Please be advised that MRB Group has completed a review of the submitted Soil Erosion Surety Estimate dated July 26, 2017 for the above referenced project prepared by Marks Engineering.

Based on our review of the submitted estimate, we recommend that the Soil Erosion Surety Estimate be approved in the amount of **\$2,185.00** for the above referenced project. The breakdown of the estimate amount is attached.

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

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

Sincerely,



Lance S. Brabant, CPESC
Director of Planning Services

Enclosures:

- Soil Erosion and Landscaping Surety Estimate dated July 26, 2017

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



Marks Engineering

42 Beeman St.
Canandaigua, NY 14424

CPN031-17
3822 Co Rd 16

Engineer's Opinion of Probable Cost

	Quantity	Unit	Unit Cost	Sub Total
Silt Fence Material	600	ft	\$ 0.50	\$ 300.00
Silt Fence Labor	10	hr	\$ 30.00	\$ 300.00
Temporary Seed 25#	4	Bag	\$ 25.00	\$ 100.00
Temporary Seed Labor	2	hr	\$ 15.00	\$ 30.00
Straw Mulch Material	15	bale	\$ 2.00	\$ 30.00
Straw Mulch Labor	5	hr	\$ 15.00	\$ 75.00
Stone Outlet Protection Material	0.5	cy	\$ 20.00	\$ 10.00
Stone Outlet Protection Labor	2	hr	\$ 20.00	\$ 40.00
Stabilized Entrance	1	ea	\$ 550.00	\$ 550.00
Inlet Protection	2	ea	\$ 150.00	\$ 300.00
Water Bar	1	ea	\$ 300.00	\$ 300.00
Straw Bale Dike	1	ea	\$ 150.00	\$ 150.00
			Total	\$ 2,185.00



07/26/17

ATTACHMENT 16

Local Law Filing Instructions

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

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

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

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

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

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

Local Law Filing

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

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

County City Town Village
(Select one:)

of CANANDAIGUA

Local Law No. _____ of the year 20 17

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

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

County City Town Village
(Select one:)

of CANANDAIGUA _____ as follows:

SEE ATTACHMENT "A"

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

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

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20^{□□}, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Date: _____

**State Environmental Quality Review
LEAD AGENCY COORDINATION REQUEST**

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

**The Canandaigua Town Board seeks Lead Agency Status for the
environmental review for the action described below:**

Project Number

Name of Action: Local Law Removing Certain Restrictions on Accessory Structures

Location: 5440 Route 5 & 20 West Canandaigua, NY 14424

Description of the Action:

The purpose of this local law is to amend Town Code chapter 220-9 by removing section 220-9(B)[7](j) "*Accessory buildings shall not have decks or porches*" from the Town Code.

_____ This agency has no objection to the **Canandaigua Town Board** assuming Lead Agency Status for this action

_____ This Agency will seek Lead Agency Status

Print or Type Name of Responsible Officer

Signature of Responsible Officer

Please return to:

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

If no response is received within 30 calendar days from the date of this authorization by the Canandaigua Town Board (August 21, 2017), the Canandaigua Town Board will assume Lead Agency in accordance to 6 NYCRR Part 617.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information				
Name of Action or Project: Local Law to amend Chapter 220-9 of the Town Code regarding porches and decks on accessory structures				
Project Location (describe, and attach a location map): 				
Brief Description of Proposed Action: Text code amendment to Town Code Chapter 220-9 that would remove 229-9(B)[7](j) which states: "Accessory buildings shall not have decks or porches" from the Town Code.				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p>	<p>YES</p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p>	<p>YES</p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p>	<p>YES</p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

ATTACHMENT 17

DRAFT

8/10/17

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

Local Law Filing

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

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

County City Town Village
(Select one.)

of CANANDAIGUA

Local Law No. _____ of the year 20 17

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

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

County City Town Village
(Select one.)

of CANANDAIGUA _____ as follows:

SEE ATTACHMENT "A"

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

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

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Date: _____

DRAFT

TOWN OF CANANDAIGUA

LOCAL LAW # ___ OF 2017

ATTACHMENT "A"

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

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

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

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

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

**State Environmental Quality Review
LEAD AGENCY COORDINATION REQUEST**

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

**The Canandaigua Town Board seeks Lead Agency Status for the
environmental review for the action described below:**

Project Number

Name of Action: Local Law Allowing Town Manager to Approve Sureties under \$20,000

Location: 5440 Route 5 & 20 West Canandaigua, NY 14424

Description of the Action:

The purpose of this local law is to amend Town Code chapter 174-32 to allow the Town Manager to approve surety payments for approved estimates provided they are under \$20,000 in total.

_____ This agency has no objection to the **Canandaigua Town Board** assuming Lead Agency Status for this action

_____ This Agency will seek Lead Agency Status

Print or Type Name of Responsible Officer

Signature of Responsible Officer

Please return to:

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

If no response is received within 30 calendar days from the date of this authorization by the Canandaigua Town Board (August 21, 2017), the Canandaigua Town Board will assume Lead Agency in accordance to 6 NYCRR Part 617.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information				
Name of Action or Project: Local Law to amend Chapter 174-32 of the Town Code regarding surety payment approvals				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action: Text code amendment to Town Code Chapter 174-32 that would allow the Town Manager to approve surety payments for approved estimates provided that they are under \$20,000 in total.				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
<input type="checkbox"/> Parkland				

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____</p>	<p>NO</p>	<p>YES</p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____</p>	<p>NO</p>	<p>YES</p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____</p>	<p>NO</p>	<p>YES</p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

ATTACHMENT 18

Canandaigua Town Board:

Conservation Easement
Bill Dewey
2235 County Road 28
(See map)
August 1, 2017

Environmental Significance

1. Preserving of old growth forest land as it has been for thousands of years. Keeping the ecosystem intact as it was before the European settlers arrived has great value in a historic town like Canandaigua.
2. Keeps a small segment of the wild forest in northern Canandaigua essentially untouched by technology and farm chemicals.
3. Protects birds, animals, fish and soil life from human intervention.

Environmental benefits

1. Nature will be allowed to continue being what it is, subject to all the wonders of weather, forestry, animal survival and all that nature has done for thousands of years without being modified by humans.
2. The trails could become a teaching area for future generations, as the farmland around us is rapidly being replaced by housing and industry.
3. By not paving or allowing building construction on the easement area, approximately 9 Acres will remain uncontaminated by the demands of modern construction and chemical farming.

Habitat for local wildlife

1. Currently no poisons are being used anywhere on the land, making it safe for all small mammals, trees and plants. Most benches are made of fallen tree logs, held together by wooden pegs and using a minimum of metal fasteners.
2. The land supports deer, rabbits, coyotes, wild turkeys, foxes, squirrels, chipmunks, field mice, muskrats, ducks, fish and many species of birds. There is a large spread of the endangered flower, Trillium.
3. We have been advised about how to keep it natural by a professional Cornell University forestry manager, a Native American shaman and a doctor of tree and plant pathology from NJ who is healing distressed trees and farm plants without chemicals. Even the bridge across the brook was created by slicing a fallen tree in half the long way and connecting the two halves together, flat side up. The trails have been kept narrow enough so as to not allow motorized 4-wheelers or tractors on them.

Photos are available if you are interested in seeing them.

This is an unusually nice piece of land which the owner believes should be kept in its natural state forever.

Conservation Easement
2235 County Road 28
Canandaigua, NY 14424

August 1, 2017
Bill Dewey, owner

These prohibitions need to be permanent, regardless of who legally owns the land. They are to become a conservation easement controlled by the Town of Canandaigua.

The intension is to restrict the building of housing sub-divisions on the land, which includes all permanent buildings including apartments and condos, barns and large permanent sheds, which require a foundation. Small sheds, portable outhouses, etc. that normally sit on the surface on cement blocks or pressure treated lumber are allowed.

Temporary buildings such as tents, teepees, Seneca long houses, etc. are allowed as long as they don't require excavating for their foundations. The issue is to never disturb Native American graves and never dig for artifacts from previous civilizations.

Prohibited activities:

1. No construction of permanent buildings such as houses or apartments, condos, stores, etc. No excavating for foundations or landscaping retaining walls, etc. anywhere on the easement. No septic tanks and no frost-line-deep trenches for water, electric or other pipelines or utilities. Post holes to frost line for signage, trail markers, etc. are allowed.
2. No clear cutting of trees. Landowner may remove dead trees and perform normal forestry management practices involving occasional cutting of live softwoods and brush. Landowner may remove trees growing up under larger trees to help the larger trees. Live older hardwoods are not to be cut down for any reason, especially (but not limited to) oak, maple and hickory. (Some of the oaks are 200+ years old, and will outlive all of us if we leave them alone). No cutting of large trees neither for sale of their lumber nor for firewood use unless they are already dying or dead.
3. No commercial mining or gravel or clay extracting, or of any other minerals, no deep well drilling, for water, or oil, or gas.
4. No public use for motorized vehicles, whose tires tend to make ruts and damage the moss and grass covering of the trails. A small gravel parking area on the county road is acceptable as a trail head, on the pipeline easement with pipeline permission.

Cont'd>>>

5. Trails are to be used for hiking only, on soil or natural materials. No paving of trails with cement or asphalt. Land owner has the right to restrict who may hike there, and the town may patrol it annually.
6. Benches and rustic seats may be added for meditation and resting to enjoy nature.
7. No public use for horseback or other pack animals, again to keep the trails as natural as possible.
8. No permanent roads to be built through the property. Foot Bridges and stepping stones may be added along the brook or drainage ditch, as long as they don't require deep foundations. Surface retaining walls are allowed if required for flood control, but must not require below-frost-line footers.



Proposed Conservation Easement Dewey Property - 2235 County Road 28



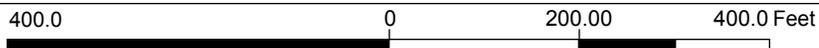
Legend

- Address Points
- Tax Parcels
- Streets
 - Interstate
 - State or US Routes
 - County Roads
 - Local Public Roads
 - Private Roads
- + Railroads
- Streams
- Water Bodies
- Proposed Easement Boundary - Approximate
- Proposed Remaining Non-Easement Property - Approximate
- Proposed Survey Pin - Approximate

Report Created: 7/26/2017

Notes

This map is intended for illustrative purposes only. All distances and locations are approximate.



1:2,400

This map and information is provided AS IS and Ontario County makes no warranties or guarantees, expressed or implied, including warranties of title, non-infringement, merchantability and that of fitness for a particular purpose concerning this map the information herein. User assumes all risks and responsibility for determining whether this map is sufficient for purposes intended.

ATTACHMENT 19

Request for Proposals (RFP)

Released August 22, 2017
Due September 22, 2017

Background

The Town of Canandaigua (Ontario County, New York) has received Community Development Block Grant (CDBG) funding from the New York State Office of Community Renewal (OCR) in the amount of \$750,000.00 to provide financial support to Akoustis Technologies, Inc. (Akoustis) for the purchase of materials and machinery. The Town is seeking the services of a firm or individual to assist in the administration, management, and implementation of the project.

The CDBG project involves the purchase and installation of machinery and equipment and related expenditures with a total project cost of approximately \$750,000. OCR funding of \$737,000 will be provided by the Town as a grant to Akoustis. .

Scope of Services

The firm or individual will be required to provide the following services:

1. The provision of technical assistance necessary for the administration of the OCR grant including, but not limited to assisting the Town in the establishment and maintenance of books of account, developing and implementing management systems to provide appropriate recordkeeping, assistance in the procurement, selection, and award of contracts as necessary, preparation of required environmental review records, assurance of consistency with all Federal requirements regarding procurement, labor standards, fair housing, etc., preparation of required reports, oversight of audit activities, preparation of grant closeout materials, and all other activities of a general administrative nature or as directed by the Town Board or Town Manager.
2. Assistance regarding the financing of an economic development project including assistance in the preparation of grant or deferred loan closing documents, procurement of project cost documentation, review of grant or loan disbursement documentation, assistance to Akoustis regarding employment requirements and documentation, monitoring of employment and financial information, and other related assistance as required.

The selected contractor will work in coordination with Town staff in completing the grant administration and implementation activities. The selected contractor will be expected to take a leading role in the project, and provide monthly reports to the Town Manager regarding the status of the project. The selected contractor will be required to create all required reports for submission to the Town Manager, and when needed attend Town Board meetings to gain authorization by the Town Board or Town Supervisor. All services requested in the RFP will be

expected to be completed by July 5, 2019, excluding preparation and follow up for monitoring visit.

Proposals

Proposals should include the following:

1. Background information that describes the nature and history of the firm or individual, including client listings and references.
2. Specific information regarding the firm or individual's experience and technical expertise respecting the scope of services, including particular experience with OCR and commercial financing programs.
3. Identification and resumes of the persons who will provide the services.
4. A schedule of costs for the services to be provided, including hourly rates for labor and the method for calculating all other costs. The elements of each hourly rate must be broken out to include labor, overhead and profit. The Town will award a cost reimbursement rather than a fixed price contract.

Selection

The Town will rank the proposals received based on an evaluation of technical skills (50%), experience (30%), and cost (20%). The Town will select, at its option, one or more contractors with which to enter into an agreement for services, subject to the negotiation of fair and reasonable profit. The selection of a contractor or contractors will be made in rank order.

Submission Procedures

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

Town of Canandaigua
Attn: Doug Finch, Town Manager
5440 Route 5 & 20 West
Canandaigua, NY 14424
2. Proposals may be delivered by mail, courier, or in person to the address above. An email copy via PDF document would be appreciated to: dfinch@townofcanandaigua.org. The Town is not responsible for items submitted only by email.
3. Proposals should be received by the Town no later than 4:00 pm, September 22, 2017.

Miscellaneous

1. It is contemplated that the remuneration for contracted services will be funded in whole

or in part by Federal funds made available through the OCR program. Contracts will therefore be subject to all applicable provisions of the OCR program.

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

ATTACHMENT 20

August 10, 2017

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

**RE: NORTH ROAD LOT 5 – 4951 NORTH ROAD
SURETY ESTIMATE REVIEW
TAX MAP No. 71.09-2-35.000
CPN No. 049-17
MRB PROJECT No.: 0300.12001.000 PHASE 110**

Dear Mrs. Chrisman,

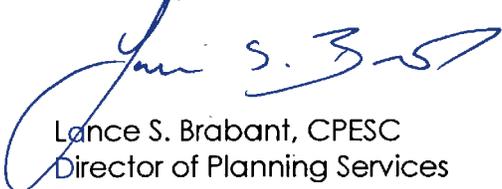
Please be advised that MRB Group has completed a review of the submitted Surety Estimate dated August 8, 2017 for the above referenced project prepared by DDS Engineers, LLP.

Based on our review of the submitted estimate, we recommend that a Surety Estimate be approved in the amount of **\$5,446.70** for the above referenced project. The breakdown of the estimate amount is attached.

Please note that the original surety documentation regarding the establishment of the Surety Estimate 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.

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

Sincerely,



Lance S. Brabant, CPESC
Director of Planning Services

Enclosures:

- Surety Estimate dated August 8, 2017



- C Greg Westbrook, Supervisor
- Kristine Singer, Town Bookkeeper
- Doug Finch, Town Manager
- Jim Fletcher, Highway and Water Superintendent
- Chris Jensen, P.E., Code Enforcement Officer
- John Clarke, P.E. – DDS Engineers, LLP

PROJECT NAME: North Road Lot 5
 OWNER: Chrisantha, Inc.
 LOCATION: North Road
 Canandaigua, NY

**SURETY ESTIMATE FOR
 NORTH ROAD LOT 5**

STATEMENT No.: 1
 DATE: 8/8/2017
 CONTRACTOR: N/A
 PERIOD ENDING: N/A

SECTION A - EROSION AND SEDIMENT CONTROL										
ITEM				UNIT PRICE	AMOUNT	WORK THIS STATEMENT		TOTAL WORK TO DATE		
NO.	DESCRIPTION	QUANTITY				QUANTITY	AMOUNT	QUANTITY	AMOUNT	
A-1	Silt Fence	1,138	EA	\$2.15	\$2,446.70		0		0	
A-2	Stabilized Construction Entrance	1	LF	\$1,500.00	\$1,500.00		0		0	
A-3	Temporary seeding and straw mulch	1	LS	\$750.00	\$750.00		0		0	
A-4	Final seeding and straw mulch	1	LS	\$750.00	\$750.00		0		0	
Total this Section					\$5,446.70		\$0.00		\$0.00	
SUMMARY										
CONTRACT						WORK THIS STATEMENT		TOTAL WORK TO DATE		
TOTAL SECTION A (Erosion and Sediment Control)					\$5,446.70	0.00	\$0.00	0.00	\$0.00	
TOTAL SURETY ESTIMATE					\$5,446.70					
APPROVED:			DATE:	8/8/2017	TOTAL CONSTRUCTION COST			\$0.00		
	Sean G. Donohoe, P.E.									
	PREPARER									
			LESS NET CONSTRUCTION DRAW					\$0.00		
			AMOUNT DUE THIS RELEASE FOR:					\$0.00		
			CONSTRUCTION					\$0.00		
APPROVED:			DATE:							
TOWN REPRESENTATIVE										
TOTAL AMOUNT DUE THIS STATEMENT					\$0.00					
TOTAL ADJUSTED AMOUNT DUE THIS STATEMENT					\$0.00					
RETAINED THIS STATEMENT					\$0.00					
Date					RETAINED TO DATE		\$0.00			
AMOUNT OF RELEASE					TOTAL ORIGINAL AMOUNT LETTER OF CREDIT		\$5,446.70			
STATEMENT										
No:	Amount									
1										
2										
3		RELEASED TO DATE INCLUDING THIS STATEMENT								
4		RETAINAGE RELEASES					\$0.00			
5		TOTAL DRAW TO DATE					\$0.00			
6										
7		AMOUNT REMAINING IN LETTER OF CREDIT					\$5,446.70			
TOTAL OF RELEASES	\$0.00									

ATTACHMENT 21

August 10, 2017

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

**RE: MALLOY RESIDENCE SITE PLAN – HICKOX ROAD
SURETY ESTIMATE REVIEW
TAX MAP No. 97.00-1-52.110
CPN No. 044-17
MRB PROJECT No.: 0300.12001.000 PHASE 106**

Dear Mrs. Chrisman,

Please be advised that MRB Group has completed a review of the submitted Surety Estimate dated August 10, 2017 for the above referenced project prepared by Grove Engineering.

Based on our review of the submitted estimate, we recommend that a Surety Estimate be approved in the amount of **\$2,500.00** for the above referenced project. The breakdown of the estimate amount is attached.

Please note that the original surety documentation regarding the establishment of the Surety Estimate 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.

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

Sincerely,



Lance S. Brabant, CPESC
Director of Planning Services

Enclosures:

- Surety Estimate dated August 10, 2017



- C Greg Westbrook, Supervisor
- Kristine Singer, Town Bookkeeper
- Doug Finch, Town Manager
- Jim Fletcher, Highway and Water Superintendent
- Chris Jensen, P.E., Code Enforcement Officer
- Bill Grove, P.E. – Grove Engineering



GROVE ENGINEERING

8677 STATE ROUTE 53
NAPLES, NEW YORK 14512
585-797-3989 PHONE
585-531-4084 FAX
grove.engineering@yahoo.com

August 10, 2017

Eric Cooper
Zoning Officer
Town of Canandaigua

Sent via Email

Re: Revised Soil stabilization and erosion control cost estimate
Malloy Residence, Hickox Road, TM#97.00-1-52.110

Dear Mr. Cooper,

As requested by the Planning Board at their July 25, 2017 meeting, required by the Site Plan Resolution dated July 27, 2017, and revisions requested by MRB Group by email on August 7, 2017, here are the revised estimated costs for the installation and maintenance of the soil stabilization and erosion control on the above referenced project:

Silt Fence	250 LF @ \$4.00/LF	= \$1000
Stabilized Construction Entrance	Lump Sum	= \$500
Temporary seeding/Straw Mulch	Lump Sum	= \$500
Final Seeding/Straw Mulch	Lump Sum	= <u>\$500</u>

Total: **\$2500**

If you have any questions, feel free to contact me.

Sincerely,



William J. Grove, P.E.

ATTACHMENT 22

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



State Liquor Authority

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

(Page 1 of 2 of Form)

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

TOWN OF CANANDAIGUA
 TOWN CLERK
 AUG - 3 2017
 RECEIVED
 D. Henry, Deputy TC

For **New** applicants, answer each question below using all information known to date.
 For **Renewal** applicants, set forth your approved Method of Operation only.
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

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

3. Name of Municipality or Community Board:

Applicant/Licensee Information

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

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: ,NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

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

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

14. Type of Establishment:

15. Method of Operation: (Check all that apply)
 Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke
 Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):
 Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment
 Video/Arcade Games Third Party Promoters Security Personnel
 Other (specify):

16. Licensed Outdoor Area: (Check all that apply)
 None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 Sidewalk Cafe Other (specify):

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



State Liquor Authority

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

(Page 2 of 2 of Form)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located? Yes (If Yes SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village: State: Zip Code:
26. Business Telephone Number of Building Owner:

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

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village: State: Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

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

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

32. Printed Name: Title:

Signature: X

ATTACHMENT 23



Engineering
Architecture
Environmental
Planning

Open Space, Conservation, and Scenic Views Master Plan



Proposal for the Town of Canandaigua

Submitted To:
Town of Canandaigua
Attn: Doug Finch, Town Manager
5440 State Route 5 & 20 West
Canandaigua, NY 14424
dfinch@townofcanandaigua.org

June 30, 2017

Submitted By:
Barbara Johnston, AICP, LEED AP ND
LaBella Associates
300 State St, Suite 201
Rochester, NY 14614
www.labellapc.com

Table of Contents

Section 1: Team & Experience

- Firm Introduction and History
- Key Staff
- Resumes
- Organizational Chart

Section 2: Understanding and Approach

- Scope of Work

Section 3: Schedule

Section 4: Fee

Section 5: References

- Related Experience
- Client References

Team & Experience

Firm Introduction

Firm Background

LaBella Associates, a Design Professional Corporation registered and licensed in the State of New York, was formed in 1978 by professional engineer Salvatore A. LaBella. From the very beginning, our goal was to build strong relationships with our clients that drive successful results. We provide services that take a project from start to finish—from an initial study to determine a project’s feasibility to construction administration and start up, and everything in between.

LaBella Today

LaBella has grown significantly over the years, expanding and improving to now offer full-service architecture, engineering, environmental consulting, and planning services. With a staff of over 450 members, and 15 office locations, our clients can rest assured that LaBella Associates has the resources and knowledge to implement successful projects within budget and on time. In recent years, LaBella Associates has been included in the Top 100 Fastest Growing Companies in Rochester, and the Engineering News Record (ENR) Top 500, as well as winning awards for projects at the local, regional and national levels.

Our Philosophy

Our approach to all project types can be summarized simply... **Relationships. Resources. Results.**

Relationships.

There’s a reason LaBella’s motto is “Relationships. Resources. Results.” Relationships come first, and LaBella is committed to achieving client trust and loyalty by demonstrating professional, fair and ethical practices. Client satisfaction is our number one priority and we are committed to building partnerships that will last a lifetime. Strong client relationships offer significant mutual benefits. Increased level of client satisfaction results in a collaborative effort and improved level of understanding on how we can improve your business!

Resources.

Our full service firm has an array of talents and resources in-house to apply to your project. Our staff of experienced professionals excels at finding and bringing together the human, technical, and financial resources needed for successful projects.



from left to right

Robert Healy, AIA, President, Sergio Esteban, PE, CEO, and Robert Pepe, CFO

LaBella’s full service expertise includes:

- Civil/Municipal Engineering
- SEQR, Planning & GIS Services
- Survey & Construction Inspection
- Transportation Engineering
- Architecture & Interior Design
- Mechanical, Electrical, Energy, Plumbing and Process Engineering
- Energy Engineering
- Grant Writing & Administration
- Structural Engineering
- Environmental Consulting Services
- Program Management Office Services

Results.

LaBella Associates strives for excellence with every project we take on. Successful project execution means completing projects on budget, on time and beyond client expectations. Our firm is proactive when it comes to assessing and predicting project challenges, and flexible in our approach to problem solving. We want our clients to know that we’re committed to each and every project from start to finish. The LaBella team will work hard to ensure each phase of the project is completed efficiently and effectively.

Key Staff

The following LaBella staff members will have significant roles in preparing the Town of Canandaigua Open Space, Conservation and Scenic Views Master Plan. Each individual brings considerable experience in community planning, natural resource and open space master plans, as well as technical expertise in the analysis and evaluation of natural resources, open space and scenic views. Resumes for each staff member identify their specialties and relevant projects.

Barbara Johnston, AICP | Project Manager

As Project Manager, Barbara Johnston will be the principal contact with the Town and will be responsible for all deliverables. She will coordinate the contributions of other team members to ensure that the project is completed efficiently and is responsive to the Town's objectives.

Kailee Van Brunt, AICP | GIS Specialist

Kailee Van Brunt will be responsible for preparing GIS maps that depict natural resources, open space and scenic views and will assist with the development of a rating system and priority resource mapping.

Kathleen Spencer CEP | Natural Resources Lead

Kathy Spencer will lead the environmental resources assessment. She will identify plans, programs and regulations relating to natural resources and environmental protection, prepare descriptions of the natural resources located in the Town, and assist with identifying suitable conservation strategies.

Wes Pettee, AICP | Planner

Wes Pettee will carry out interviews with key landowners and participate in public engagement activities. With expertise in land conservation tools, he will contribute to the evaluation of alternative approaches and strategy development.

Ira Poplar-Jeffries, MS | Environmental Specialist

Ira Poplar-Jeffries will contribute his expertise in evaluating ecological and natural resources as well as mapping of scenic views utilizing GIS software (3D modeling and spatial analysis.)

Shelby Persons | Environmental Specialist

Shelby Persons will bring her knowledge of GIS data on natural resources in the Town as well as expertise in wildlife habitat and ecological analysis.

Barbara Johnston, AICP, LEED AP ND

Barbara, Project Manager, has over 28 years experience in community planning, land use regulation, grant writing and project management. She has prepared numerous plans for open space and agricultural preservation, natural resource protection as well as strategic plans for waterfront redevelopment and economic development. Barbara has extensive experience in engaging the public as well as stakeholders in the planning process. She is also proficient in utilizing GIS software for mapping and data analysis.

Project Experience

Natural Resources/ Scenic Views

Open Space Index, Victor, NY

Prepared an inventory of agricultural, natural, recreational and other open space based on land cover classifications. Worked with the Environmental Conservation Board to define those land cover types to be included in the Open Space Index. Compiled GIS maps from multiple sources and prepared a series of reference maps. Identified land preserved through easements or public ownership. Used GIS software to calculate the number of acres of each type of open space by parcel and prepared a spreadsheet for use in development reviews.

Resource Conservation Plan, Town of Gorham, NY

Principal author for the preparation of a Farmland, Open Space and Resource Conservation Plan for the Town of Gorham. Identified techniques that could be used to implement the Town's goals to retain farmland, natural resources and scenic views. Utilized GIS software to prepare resource maps and a numerical rating system. Provided training to newly appointed Conservation Board members in SEQR, land use regulations and the use of GIS software.

Green Genesee/ Smart Genesee

Participated in preparing a landscape-scale Green Infrastructure Roadmap for Genesee County. Updated comprehensive plans for the Towns of Alabama, Batavia and Oakfield and the Village of Oakfield in Genesee County to implement the Green Genesee/ Smart Genesee Action Plans. Worked with a steering committee to update the inventory of current conditions, analyze issues and opportunities, articulate goals and policies, and recommend specific actions. Prepared an implementation



Education:

- Cornell University: Candidate for Masters of City & Regional Planning
- Wesleyan University: BA

Certification:

- American Institute of Certified Planners
- LEED AP Neighborhood Development

Professional Affiliations:

- American Planning Association

strategy that identified responsible entities, potential partners, funding sources and relative priority.

Prepared regulations and maps for stream corridor and conservation overlay districts that establish criteria and development review procedures. Facilitated input from municipal officials, landowners and the public.

Agriculture / Farmland

Town of Canandaigua Agricultural Enhancement Plan

Project Manager for the Town of Canandaigua Agricultural Enhancement Plan. Prepared an inventory and maps of agricultural resources; analyzed development trends and build-out potential; defined criteria for prioritizing farm parcels for protection; prepared a map of high priority agricultural resources; and recommended strategies that can be pursued by the Town to preserve farmland and support the agricultural economy. Organized and facilitated a landowner survey, farmer interviews, public workshops and stakeholder meetings. Coordinated with multiple Town boards and committees.

Kailee Van Brunt, AICP

Kailee has more than six years experience as a Planner at the local level. She has experience in assisting municipalities, health agencies, government, and non-profit partnerships. Her analytical and GIS mapping skills are critical components in many planning projects.

Project Experience

Chadakoin River Brownfield Opportunity Area (BOA) - City of Jamestown, NY

Primary Geographic Information System (GIS) Planner for the Jamestown BOA projects (Pre-Nomination and Nomination Studies). Obtained necessary shapefiles, produced BOA required maps, conducted detailed quantitative analysis of tabular data and demographics, assisted in writing the reports, and presented at numerous steering committee meetings.

Brownfield Opportunity Area Nomination Study - City of Batavia, NY

Primary Geographic Information System (GIS) Planner for the Batavia BOA project. Obtained necessary shapefiles, produced BOA required maps, conducted detailed quantitative analysis of tabular data and demographics, wrote a supplemental Focused Neighborhood Analysis Report, and presented at steering committee meetings.

NERC Alert – NYS and PA NYSEG Electric Lines, Iberdrola USA/NYSEG

Primary Geographic Information System (GIS) Planner for the NERC Alert Project. Obtained necessary shapefiles including parcel data, stream classifications, violation points, and gpx access routes and produced maps. Maps were reviewed to determine environmental compliance, possible permit needs, and easement requirements.

High Street Engineering Services - Town of Victor, NY

Assisted in the completion of SEQR review and GIS mapping for the project involving pavement rehabilitation, widening of shoulders, new sidewalks and crosswalk, and utility/drainage improvements along a 2.8 mile section of High Street. The Town Board declared a Negative Declaration, based on the environmental review.



Planner with six years of experience

Education:

- University at Buffalo: Master of Urban Planning with a Specialization in GIS & Spatial Modeling
- University at Buffalo: BA, Environmental Design
- University at Buffalo: BA, Mathematics

Professional Affiliations:

- American Planning Association
- American Institute of Certified Planners

Awards and Honors:

- APA’s Western NY Section and NY Upstate Chapter, Outstanding Student Project, 2010
- Academic Excellence Award (for highest GPA), 2008 & 2010

Transportation Connectivity Plan - Livingston County, NY

Geographic Information System (GIS) Mapper for the Livingston County Transportation Connectivity Plan. Produced a series of maps which highlighted various aspects of the County’s transportation system.

Remedial Investigation of 15-acre Praxair Site, Covanta 4Recovery, L.P.

Geographic Information System (GIS) Mapper for the Remedial Investigation project in Niagara Falls for Covanta. Created multiple maps depicting historic site conditions, current site conditions, and environmental testing locations and results. Assisted in the completion of SEQR review.

Kathleen Spencer, CEP

Kathy is LaBella’s Principal Environmental Analyst with over 30 years of experience in environmental analysis and compliance. She has reviewed or prepared numerous SEQR Environmental Assessment Forms and Environmental Impact Statements for a wide range of community and private development projects. Kathy has also shepherded projects through the maze of environmentally related permitting, with a particular focus on stream crossing, wetland, SPDES, and other natural resource approvals. She has worked extensively with federal NEPA regulations and review processes. Kathy is well-versed in historic, archeological, water quality, endangered species, wetland, floodplain, agricultural and other environmental resource issues. She also brings strong, long-standing, and positive working relationships with State and Federal Agency contacts and municipal officials.

Project Experience

Natural Resources Inventory, Phase III, Town of Victor, NY

Kathy was the Project Manager for the preparation of the Town of Victor’s Natural Resource Inventory and Assessment element of the Town’s Comprehensive Plan. The report focused on an assessment of the Town’s Natural Resources and how to preserve them to improve the Town’s environmental conditions and quality of life.

SEQR Review of Comprehensive Master Plan Update, Town of Irondequoit, NY

Preparation of an exhaustive review of potential significant impacts of the Town of Irondequoit’s 2014 update to its Comprehensive Master Plan, designed to enhance community character and foster environmental sustainability. Issues of significance included priority redevelopment areas, higher density mixed use development, coastal protection, alternative transportation, traffic calming, and green infrastructure. Given the design standards and sustainable development practices encouraged in the Plan, the Town Board issued a Negative Declaration without the need for an EIS.

Port Marina Redevelopment Project, Edgewater Resources, LLC, City of Rochester, NY

Environmental Review Manager responsible for preparing, editing, and coordinating text and figures for the DEIS for this marina development project. In addition to the marina, the site development includes multi-family housing, shops, restaurants, a coastal research facility, and utility upgrades.



Environmental Specialist with over 28 years of experience.

Education:

- Yale University: MES, School of Forestry and Environmental Sciences
- Bucknell University: BS, Biology

Certification:

- Certified Environmental Professional, Academy of Board Certified Environmental Professionals

Advisory Board Member & Volunteer:

- Genesee Land Trust

The development is located within a high-use public park site where issues of traffic/parking, visual impacts, historic resources, and potentially hazardous fill materials were paramount.

College Town, Fairmount Properties/Gilbane Development

SEQR and NEPA environmental review of a new campus destination at the University of Rochester, which included demolition of existing buildings and redevelopment of multi-family housing, commercial uses, institutional uses, and a parking garage. Consultation responsibilities included evaluation of environmental review requirements, including an extensive NEPA review focused on environmental Justice, job creation and hazardous conditions, and the preparation of expanded EAF in order to comply with SEQR. Assistance was also provided in identifying needs and preferred approaches as well as potential challenges and solutions, and in scheduling and procedural risk assessment. A negative declaration was issued by the City of Rochester (lead agency) and no EIS was required.

Wesley Pettee, AICP

Wes has over 15 years of experience as a Planner at the regional and local level. He has assisted local government administrative and legislative boards with land use decisions, and has also conducted environmental review processes for planning and grant projects. Wes has managed planning projects to cultivate public participation and community involvement. His effort helps create consensus-based visions and action plans geared towards project implementation, and also provides GIS and mapping skills. He also has a background in grant writing to fund housing, infrastructure, planning, recreation, and beautification projects.



Project Experience

Open Space and Conservation Planning, Town of Victor, NY

Co-author with the Town of Victor Conservation Board in developing a Natural Resources Inventory (NRI) as well as regulatory language to preserve important natural resources in the Town.

Planning Advisory Service, Town of Victor, NY

Under the Town Engineering contract, Wes conducts comprehensive reviews of site plan, subdivision, and rezoning applications. A written staff development report is created for the planning board, which outlines associated issues with proposed actions, including impacts to farmland and natural resources. Attendance at planning board and town board meetings allows an open dialogue for project consultation.

Comprehensive Plan, Town of Victor, NY

Assist the Victor Comprehensive Planning Committee, as well as town and village officials to complete a comprehensive plan for the Town and Village of Victor.

Comprehensive Plan, Town of Butler, NY

Assist in the development of a joint agricultural preservation and comprehensive plan by helping to facilitate public participation, conducting stakeholder interviews, and researching solutions to locally significant issues.

Senior Planner with 17 years of experience.

Education:

- University at Buffalo: BA, Environmental Design

Certification:

- American Institute of Certified Planners

Professional Affiliations:

- American Planning Association

GIS Mapping

Prepare graphic content including maps with aerial imagery, environmental and tax parcel overlays for planning and environmental analysis. Mapping capabilities include illustrating environmental features, land use, infrastructure, zoning districts, and other community resources.

Projects Completed Under Previous Employment

NYS Dept. of Agriculture & Markets, Town of Sennett, NY

Secured agricultural preservation plan funding through the NYS Department of Agriculture and Markets for the Town of Sennett. Developed agricultural section of the Town's comprehensive plan that focused on preserving active and valuable agricultural land while accommodating well-managed growth.

Ira Poplar-Jeffers, MS

Ira has over nine years of experience as an environmental consulting professional. He is a Wetlands Specialist with expertise in wetland delineation, geographic information systems (GIS), regulatory permitting, environmental monitoring, sediment and erosion control, and ecological/natural resource evaluations. He is Project Manager on wetland delineation and regulatory permitting projects, and also is responsible for invasive species surveys, protected species evaluations, environmental investigation support, and GIS (map production & 3D modeling/spatial analysis).



Project Experience

WETLAND DELINEATION & REGULATORY PERMITTING

Wetland Delineation: Lansing Gas Reinforcement Project, NYSEG/Iberdrola USA, Tompkins County, NY

Wetland Specialist in charge of wetland & stream delineation for this approximate 7-mile long proposed sewer improvements Project. Performed the wetland & stream delineation, authored the Wetland Delineation Report for the Project, and consulted with USACE and NYSDEC to secure Jurisdictional Determinations in support of the Project. Project is currently in the design phase. Ira will assist with the procurement of all required State and Federal wetland permits for the Project.

Wetland Delineation: Gas Main Extension to Recycled Energy Development Project, RG&E/Iberdrola USA, Monroe County, NY

Wetland Specialist in charge of wetland & stream delineation for this proposed 4+ mile natural gas main extension Project. Performed the wetland & stream delineation, and authored a Letter of Results. Ira was in charge of applications for US Coast Guard Bridge permit and USACE Section 10 permits for the pipeline crossing of the Erie Canal (a Section 10 Navigable Waterway) at the south end of the Project.

Regulatory Permitting: Power Canal Inlet Dredging Project, NYSEG/Iberdrola USA, Schuyler County, NY

Permit applications & authorizations from NYSDEC & USACE.

Wetland Delineation & Jurisdictional Determination: Station 71 Expansion Project, RG&E/Iberdrola USA, Monroe County, NY

Wetland delineation

Wetlands Specialist

- West Virginia University: MS, Wildlife and Fisheries Resources
- James Madison University: BS, Biology
- OSHA 8-hour HAZWOPER Annual Refresher
- OSHA 40-hour HAZWOPER
- NYSDEC 4-hour Erosion & Sediment Control Qualified Inspector (Inspector ID #40T-102010-34)

Wetland Delineation: Station 142 Automation Project, RG&E/Iberdrola USA, Ontario County, NY

Wetland delineation

Wetland Delineation: Harford Solar Array Project, Distributed Sun, LLC, Cortland County, NY

Wetland delineation

Wetland Delineation, Musgrave Farm Solar Array Project, Artemis Solar, LLC, Cayuga County, NY

Wetland delineation

Wetland Delineation: Geneva Solar Array Project, Distributed Sun, LLC, Ontario County, NY

Wetland delineation

Wetland Delineation: Snyder Road Solar Array Project, Distributed Sun, LLC, Tompkins County, NY

Wetland delineation

Wetland Delineation: 1005 Mount Read Blvd., Moriarty Diesel Performance, LLC, Monroe County, NY

Wetland delineation

Shelby Persons

Shelby is an Environmental Due Diligence and Wetland Specialist responsible for conducting wetland delineations. She has over three years experience conducting wetland delineations; ecological and wildlife studies; and habitat construction, restoration and monitoring. She also has extensive experience with geographic information systems (GIS).



Environmental Wetlands Specialist

- State University of New York at Cortland: BS, Conservation Biology, Chemistry Minor
- OSHA 40-hour HAZWOPER
- SWPP (4 Hour Erosion & Sediment Control)

Project Experience

WETLAND DELINEATIONS

Wetland Delineation: Iberdrola USA and RG&E Station 71, City of Rochester, NY

Assisted with the wetland and stream delineation for Station 71, located along Manitou Road in Rochester, NY. Performed delineation in accordance with the applicable guidance documents. Assisted with associated Wetland Delineation Report

Wetland Delineation: Proposed YMCA, Town of Pittsford, NY

Assisted with the wetland and stream delineation for the Proposed YMCA Study, located along West Jefferson Road in Pittsford, NY. Performed delineation in accordance with the applicable guidance documents.

Wetland Delineation: Regulator Feasibility Study, Town of Webster, NY

Assisted with the wetland and stream delineation for the Regulator Feasibility Study, located along Salt and State Roads in Webster, NY. Performed delineation in accordance with the applicable guidance documents.

Wetland Delineation: Proposed DPW Study, Town of Victor, NY

Assisted with the wetland and stream delineation for the Town of Victor’s DPW study, located along Rawlson Road in Victor, NY. Performed delineation in accordance with the applicable guidance documents.

Lenox, PA*

Assisted with Wetland and Stream Delineation and Ecological Study along Natural Gas Right-Of-Way (ROW) and associated Wetland & Stream Delineation Reports.

Alexandria Bay, Cape Vincent and Champion, NY*

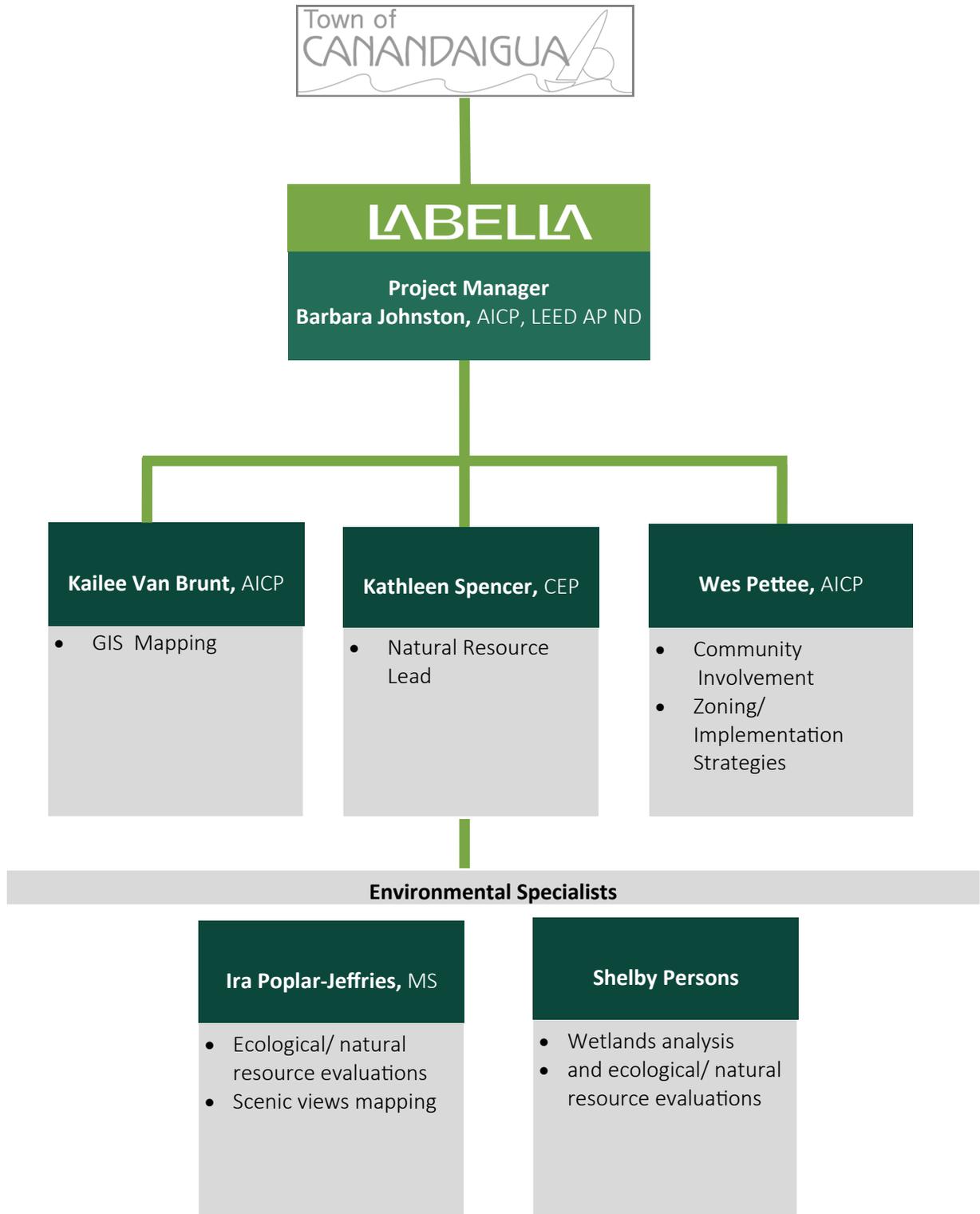
Assisted with Wetland and Stream Delineations along multiple Sewer and Water Pipeline ROW’s and associated Wetland & Stream Delineation Reports

Various projects throughout NY

- Conducted several Wetland Construction and Restoration Projects
- Performed multiple Pre and Post Wetland Construction Monitoring Projects
- Completed numerous Wetland and Stream Delineations for large acre parcels throughout NY, including the Adirondack Park
- Constructed comprehensive Reports for Wetland and Stream Delineations and Ecological Studies to be submitted in conjunction with Joint Permit Applications to the U.S. Army Corps of Engineers (CORPS) and New York State Department of Conservation (NYSDEC)
- Used Geographic Information Systems to accomplish data compilation and mapping for multiple projects

*Completed under previous employment

Organizational Chart



Understanding & Approach

Understanding and Approach

The Town of Canandaigua’s beauty and character are tied to its open spaces. Its diverse landscapes - farmland, meadows, streams, wetlands and woodlands – complement one another and are connected ecologically. Scenic views of Canandaigua Lake and open land create the sense of place treasured by residents, visitors and those passing through.

As increasing demand for homes and businesses threatens these open spaces, the Town has initiated several programs and initiatives aimed at preserving its natural and agricultural resources while accommodating development in appropriate locations. The following documents and programs will inform the Open Space, Conservation and Scenic Views Master Plan:

- Town of Canandaigua Comprehensive Plan
- Agriculture & Farmland Protection Plan (2016)
- Padleford Brook Greenway
- Transfer of Development Rights (TDR) Pilot (in process)
- Ridgeline Protection Zoning (in process)

The Town has also set up a robust framework to implement the Comprehensive Plan. Several boards and committees are working on issues relating to open space and natural resources and to balance development and conservation. The planning process will engage the various boards and committees that are involved in complementary projects, including the Town Board, CIC and its various teams, Planning Board, and Environmental Conservation Board.

This is a pivotal time in the Town’s planning to balance conservation and development. The Town needs a comprehensive strategy to retain its most valuable open space, natural, scenic and cultural resources. The Open Space, Conservation and Scenic Views Master Plan will need to advance the vision and actions of recent plans and programs, integrate the ongoing work of Town boards and committees, and engage stakeholders and the public.

Overall Strategy

1. Identify and summarize relevant provisions of existing plans and regulations
2. Identify strengths, weaknesses, opportunities and threats
3. Build consensus among Town boards and committees, the public and stakeholders
4. Inventory and prioritize open space, natural and cultural resources
5. Evaluate tools and techniques and identify sources of funding
6. Articulate goals and policies
7. Prepare a strategy with recommended actions and a framework for implementation

Scope of Work

Existing Plans, Programs and Regulations

Assess the impact of existing plans, programs and regulations on the Town's open space, conservation and scenic resources.

- Compile and review relevant planning documents prepared by the Town of Canandaigua, Ontario County, NYS agencies and not-for-profit organizations. Identify those provisions that affect open space conservation in the Town.
- Identify and evaluate programs and initiatives currently underway by existing current Town committees and boards with regard to their consistency with the objectives of Open Space conservation. These include policies and programs relating to sewers and other infrastructure, agriculture and farmland, transfer of development rights, Padleford Brook Greenway, watershed management and others.
- Identify and describe existing regulations and programs of Federal, State, regional and County agencies as well as private organizations that impact or complement the Town's open space and natural and cultural resources.
- Identify those provisions that impact the objectives of the Town's Open Space Plan.

Stakeholder Engagement and Consensus Building

Encourage public participation and engage key stakeholders to understand the range of perspectives in the community regarding the conservation of open space, natural and scenic resources.

- Prepare and distribute an informational mailing and questionnaire to owners of land with open space, natural or cultural resources in order to better understand their motivations for owning the land, their future plans, and their receptivity to potential conservation programs.
- Invite owners of parcels that contain key resources to meet with members of the Open Space Team of the CIC to discuss their land and potential programs.

- Conduct up to 10 in-person or telephone interviews with key stakeholders, including representatives of the Finger Lakes Land Trust, Canandaigua Lake Watershed Manager, Ontario County Soil & Water Conservation District, NYS Department of Environmental Conservation, landowners.
- Prepare an educational display and participate in one or two public events in the community to publicize the planning effort and the significance of open space resources in the Town. Potential events include the Cheshire Farmers Market, the Ontario County Fair, or an event at a Town Park or other facility.
- Arrange on-site visits for the Open Space and Conservation Team, Town officials and members of Town boards and committees to key sites that may be high priorities for conservation.
- Conduct a public informational meeting to present the findings of the inventory and the evaluation of alternative approaches and to facilitate public input into the prioritization of lands for long-term protection and the development of strategies and implementation actions.
- Summarize the strengths, weaknesses, opportunities and threats relating to open space, natural resources and scenic views in the Town.
- Meet with other Town Boards and committees to review and discuss findings, potential approaches and recommended actions.

Inventory, Map and Prioritize Resources

Prepare a comprehensive inventory of open space, natural and scenic resources and delineate priority areas for conservation.

- Compile data and maps of land cover, ecological communities, regulated wetlands, floodprone land, public parks, lands protected by conservation easement or purchase of development rights, scenic views and other open space resources. Sources of data will include published studies, regulatory agencies, Soil & Water Conservation District, Watershed Manager, CIC members, Town officials and community members.
- Prepare a composite map of preserved land, regulated resources, high quality agricultural land and other sensitive natural areas that depicts the open space resources in the Town.

Scope of Work

- Based on technical analysis of resources, priorities established by the Open Space Team and input from landowners and stakeholders, specify the criteria and identify the most valuable (“Core”) open space resources.
- Using GIS software, compute the number of acres of each type of resources present in individual parcels.
- Design a rating system to prioritize parcels for long-term protection. Contact the owners of land with highly ranked natural resources to discuss the findings.
- Delineate connections between high priority open space lands, following natural corridors such as streams and trails whenever possible (“Connectors”).
- Prepare a map that visually depicts the Core resources and Connectors. Following review by the Open Space and Conservation Team, other CIC teams, Town officials, stakeholders and the public, revise the boundaries. This map will depict the Town’s priorities in protecting natural, open space and scenic views and serve as a reference for Town boards and committees.
- Recommend specific actions that the Town and its partners can take to protect and preserve open space, natural and scenic resources. Focus on programs and initiatives that can be implemented by the Town within the next 10 years. Prepare a step-by-step implementation framework that specifies, for each recommended action, the interim steps, the entity responsible, partners, potential funding sources, and time frame for completion.

Draft and Final Report

Compile all work products into a complete Open Space, Conservation and Scenic Views Master Plan as well as an Executive Summary suitable for wide distribution and publication on the Town’s website.

- Compile the inventory, findings and recommendations of each task into a single Plan document.
- Prepare an Executive Summary that includes a map of the highest priority open space, natural and scenic resources and the recommended actions to conserve these resources.
- Provide 15 hard copies of the full report and Executive summary as well as electronic copies of all maps, tables, images and text.

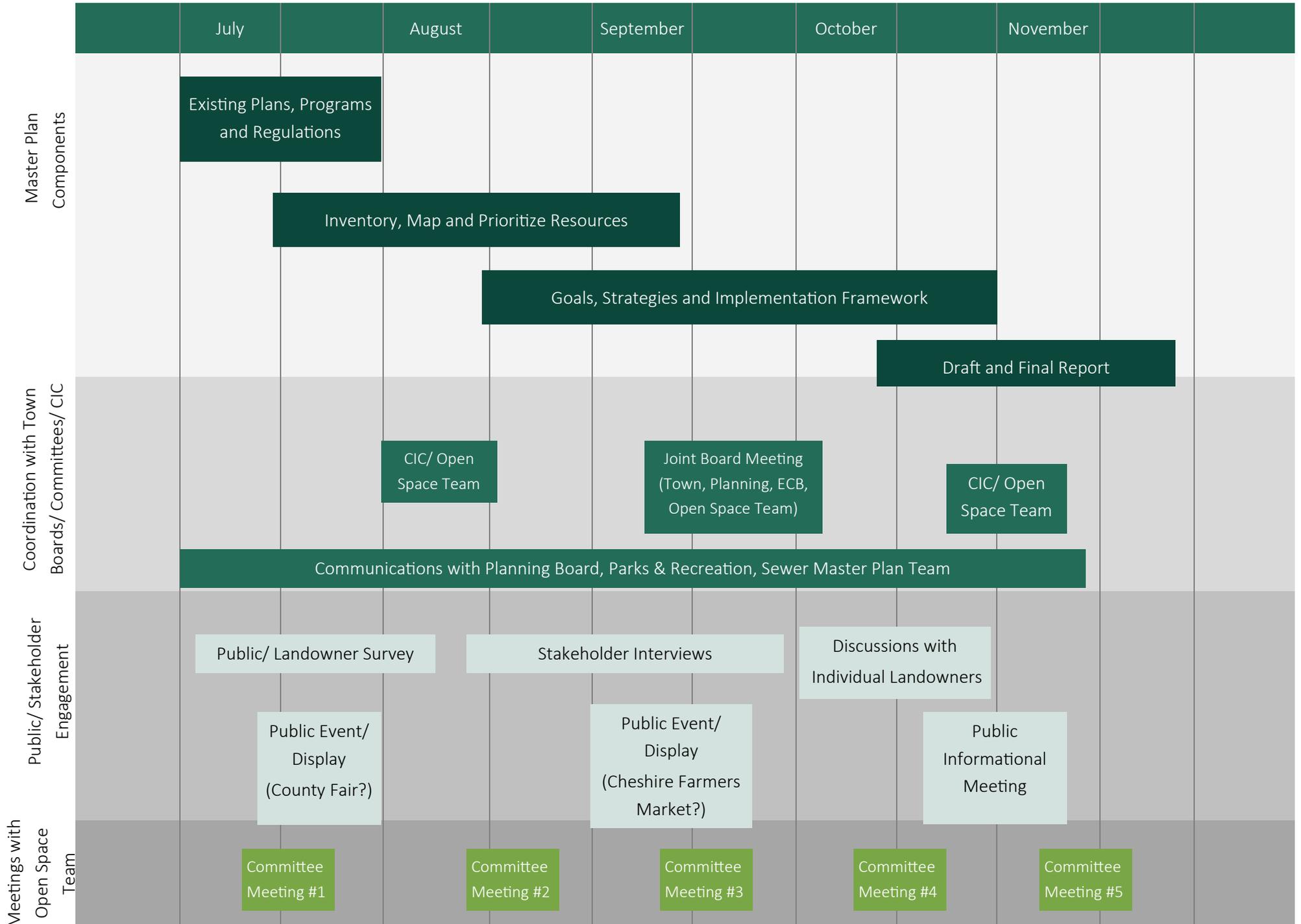
Goals, Strategies and Implementation Framework

Articulate goals and priorities and prepare an action plan to conserve the highest priority resources.

- Working closely with the Open Space and Conservation Team, develop a set of over-arching goals and policies to guide the Town’s future actions to preserve high priority open space. The goals and policies will be consistent with the Town’s Comprehensive Plan and its desire to balance conservation and development. They will be formulated with strategic input from the public, landowners and stakeholders.
- Identify alternative approaches to conserving natural, resources open space and scenic views that can be implemented by local governments. Potential tools will include tax incentives, easements, zoning, land acquisition and other approaches. Sources of funding may include the Town’s Open Space Fund, grants, or fees.
- Assess the pros and cons of each approach based on criteria to be identified by the Open Space and Conservation Team. Criteria will include potential cost to Town taxpayers, receptiveness of landowners, public support and ease of administration.

Schedule

Proposed Project Schedule Town of Canandaigua Open Space, Conservation, and Scenic Views Master Plan



Cost Proposal

Cost Proposal

Task	LaBella			Fee
	Project Manager/ Senior Planner	Planner	GIS/ Specialist	
	(Hours)	(Hours)	(Hours)	
1. Review and summarize relevant provisions of existing plans and studies	8	24	8	\$ 3,600.00
2. Stakeholder engagement and consensus-building				
Public/ Landowners survey	8	12		
Stakeholder interviews	16	8		\$ 2,320.00
Site visits with decision-makers	8	4		\$ 1,160.00
Public informational meeting/ Displays at events	8	4		\$ 1,160.00
3. Inventory and prioritize resources				
Map existing resources	8		32	\$ 3,360.00
Rating system to identify priorities	12	4	12	\$ 2,520.00
Plan map	8		16	\$ 2,080.00
4. Goals, strategies and implementation framework				
Goals and policies	12	4		\$ 1,560.00
Evaluate alternative approaches	16	12		\$ 2,680.00
Implementation strategy	12	4		\$ 1,560.00
5. Prepare draft and final plan documents	16		8	\$ 2,240.00
Sub-Total: Hours	132	76	76	
Fee	\$ 13,200	\$ 6,840	\$ 2,775	\$ 24,240.00
Other Expenses (not to exceed)*				\$ 710.00
Total Fee	\$ 13,200	\$ 6,840	\$ 2,775	\$ 24,950.00

* Other expenses include mileage, postage for landowner surveys, meeting supplies and presentation materials.

References

Natural Resource Inventory Town of Victor, NY

Victor, NY

LaBella Associates has been working closely with the Victor Conservation Board to complete the Town’s final phase of their Natural Resource Inventory. The work has included accurately reflecting the current physical and environmental resources within the Town in order to provide solid, science-based data upon which to rely when reviewing site plans and advising Town Officials.

LaBella prepared an Open Space Index to identify, describe and map the open space in the Town and to determine the extent of various types of open space town-wide and in individual parcels. The Open Space Index provides the Conservation Board with interactive resources, including an electronic parcel database and interactive maps to aid in the review of site-specific projects. LaBella has also been participating in public hearings and update sessions for the Planning Board, Zoning Board and Town Board.

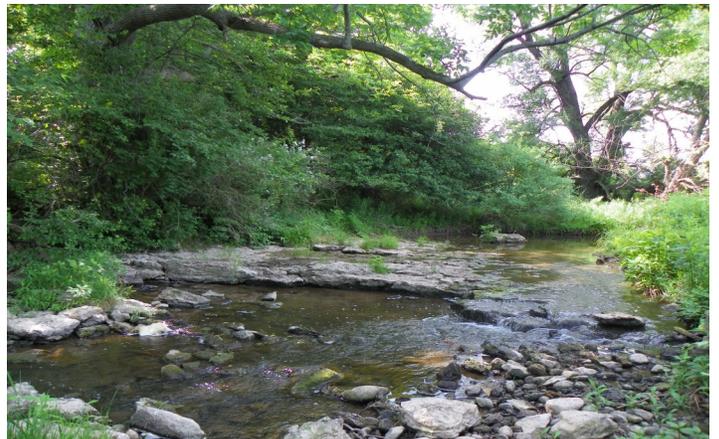
LaBella’s involvement also involved the creation of a Steep Slope Policy that incorporates a more complex analysis of steep slope and development issues, beyond the quantification of “steepness” (grade).

LaBella compiled the documentation from the three phases of the Town’s Natural Resource Inventory into three volumes of descriptive text, reference maps and supporting data.

The Victor Conservation Board uses the NRI as a reference when development projects are proposed in the Town. The NRI shows what resource are located on specific parcels and helps the Conservation Board assess potential impacts on these resources from proposed development projects.

Reference:

Kate Crowley, Vice Chair of the Conservation Board
 Town of Victor
 85 E Main St.
 Victor, NY 14564
 (585) 733-1365
Kate.crowley@rochester.edu



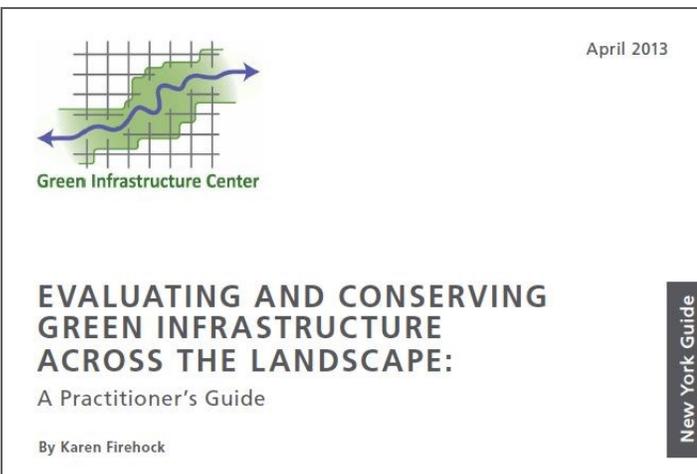
Zoning Revisions Green Genesee/ Smart Genesee

Green Genesee/ Smart Genesee is a landscape-scale green infrastructure planning project that identified key ecological assets in Genesee County as well as tools for local governments to conserve these assets. An analysis of land cover, natural resources, hydrology, preserved land and recreational areas resulted in a Green Genesee Road Map that depicts high priority conservation areas throughout Genesee County. Implementation tools were prepared for four participating municipalities: the Towns of Batavia, Oakfield, Alabama, and the Village of Oakfield.

The green infrastructure planning approach followed the six-step process developed by the Green Infrastructure Center: (<http://www.gicinc.org>)

- Step 1: Set Goals – What does the community value?
- Step 2: Data Review – What do we know and what do we need to know?
- Step 3: Asset Mapping – Map the community’s ecological, cultural and economic assets
- Step 4: Risk Assessment – Find out what’s at risk and what could be lost
- Step 5: Opportunities – Based on assets and risks, assess what can or should be saved? What could be restored? What will be developed? Engage the community in ranking key areas of importance. Map these opportunities and draft strategies to conserve them.
- Step 6: Include strategies in local plans for parks, zoning, comprehensive planning, tourism development or recreational strategies

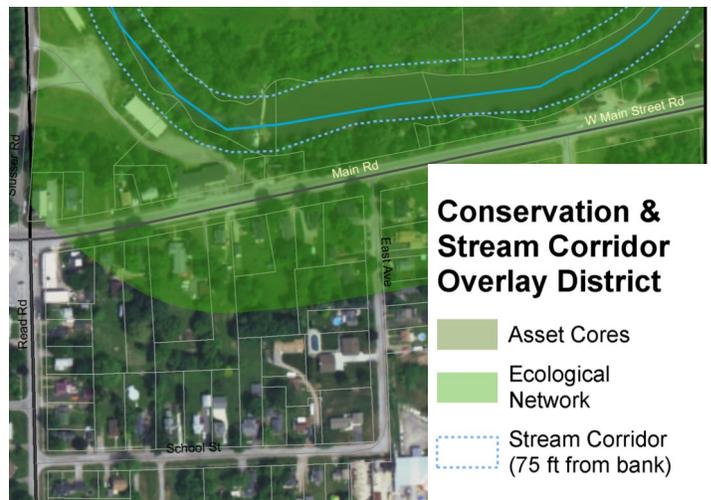
LaBella Associates participated in the community engagement process and with finalizing the maps.



Reference:
 Greg Post
 Town Supervisor of Batavia
 3833 W Main Street Rd.
 Batavia, NY 14020
 (585) 243-1729
supervisor@townofbatavia.com

Once the Asset Cores and Ecological Corridors were mapped, LaBella worked with representatives of four municipalities to evaluate alternative approaches to conserve these resources, identify sources of funding and technical assistance, and prepare comprehensive plan recommendations and zoning regulations.

LaBella facilitated a series of workshops with municipal zoning enforcement staff, elected officials and appointed board members to identify priorities and customize regulations.



After incorporating input from municipalities, stakeholders and the public, LaBella prepared Conservation and Stream Corridor Overlay District maps and regulations for adoption by each participating municipality. The Overlay District regulations require Site Plan Review for projects located within mapped Asset Cores and Ecological Corridors as well as land within designated stream corridors. Conservation and development standards ensure that projects in these areas retain critical vegetation and minimize impacts on water quality, erosion, flood hazards and wildlife habitat.

Farmland, Open Space & Resource Conservation Plan Town of Gorham, NY

Gorham, NY

LaBella Associates prepared a Farmland, Open Space and Resource Conservation Plan for the Town of Gorham in Ontario County. The Plan identifies, describes and maps significant agricultural, scenic, natural and cultural resources in the Town and presents an appropriate course of action for protecting these resources.

The project included a Cost of Community Services study to calculate the fiscal benefits of retaining open space as opposed to encouraging additional residential development. A survey of residents was conducted to determine the opinions of Town residents regarding the need to take action to preserve agricultural, open space and natural resources in the Town and to assess receptivity toward various conservation approaches.

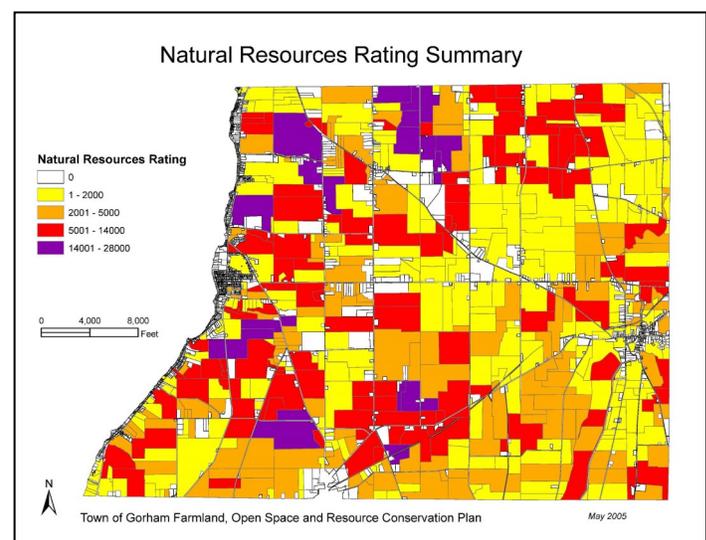
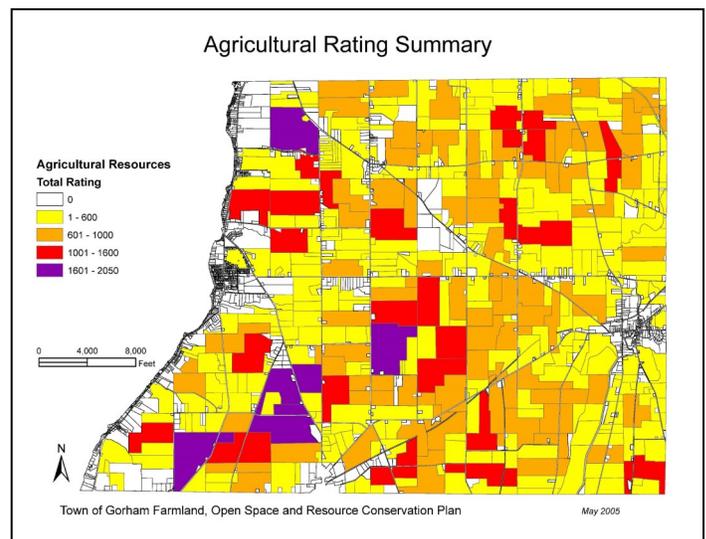
GIS mapping was used to inventory agricultural, scenic, natural, historic and recreational resources identifies and to rate the extent to which lands in the Town of Gorham have value for conservation and/or preservation. Separate ratings were computed for agricultural, scenic, historic and recreational resources.

The Plan recommends specific actions for the Town to protect farmland, open space and natural resources. Recommendations included the establishment of a Conservation Board, amendments to land use regulations, a program to purchase conservation easements, and participating in other public conservation programs.

Following the completion of the Plan, LaBella Associates designed and implemented a training program for newly appointed Conservation Board members. Training sessions included programs on the NY State Environmental Quality Review (SEQR) process, zoning techniques and development review. Each member was provided with free GIS viewing software and GIS data so that they can access the conservation rating for each parcel in the Town.

Reference:

Fred Lightfoote, Supervisor
 Town of Gorham
 4736 South Street
 P.O. Box 224
 Gorham, New York 14461
 (585) 526-5231



References

Town of Victor

Kate Crowley, Vice Chair of the Conservation Board
 Town of Victor
 85 E Main St.
 Victor, NY 14564
 (585) 733-1365
 Kate.crowley@rochester.edu

Town of Batavia

Gregory Post, Town Supervisor
 Town of Batavia
 3833 W. Main Street Road
 Batavia, NY 14020
 (585) 343-1729
 supervisor@townofbatavia.com

Town of Gorham

Fred Lightfoote, Supervisor
 Town of Gorham
 4736 South Street
 P.O. Box 224
 Gorham, New York 14461
 (585) 526-5231

ATTACHMENT 24

GENERAL NOTES:

- A. PROVIDE ALL NEW SUPPLY AND RETURN AIR DUCTWORK IN THE ATTIC TRUSS SPACE AS REQUIRED TO SERVICE THE AREAS PER THE ZONING OUTLINES. UTILIZE EXISTING DIFFUSERS AND GRILLES AND ADD ADDITIONAL (OF SIMILAR TYPES TO EXISTING) AS REQUIRED FOR PROPER DISTRIBUTION.
- B. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED PER SMACNA SHEETMETAL DUCTWORK STANDARDS.
- C. ALL NEW SUPPLY AND RETURN AIR DUCTWORK IN THE UNCONDITIONED ATTIC TRUSS SPACE SHALL BE INSULATED WITH FLEXIBLE FIBERGLASS INSULATION WITH FSK JACKET, WITH A MINIMUM R VALUE OF 12. INSULATION SHALL BE CONTINUOUS DOWN THRU THE GYPSUM BOARD LID, AND SHALL BE SEALED AIR TIGHT AT THE LID.
- D. ALL SUPPLY AND RETURN AIR DUCTWORK BELOW THE GYP BOARD LID SHALL BE INSULATED WITH FLEXIBLE FIBERGLASS W/ FSK WITH A MINIMUM R VALUE OF 6.

- E. ALL OUTSIDE AIR DUCTWORK SHALL BE INSULATED WITH A MINIMUM R VALUE OF 8.
- F. REMOVE EXISTING DUCTWORK IN ATTIC AS REQUIRED. CUT CAP AND INSULATE THE EXISTING SA AND RA MAINS DUCT RISERS IN ATTIC FROM EXISTING SYSTEM.
- G. PROVIDE ALL REQUIRED CONTROL WIRING FOR A COMPLETE AND OPERABLE SYSTEM.
- F. REMOVE ALL EXISTING DUCTWORK EQUIPMENT, AND CONTROLS ASSOCIATED WITH THE EXISTING UPPER FLOOR SYSTEM.

DRAWING NOTES:

- ① SIDEWALL VENT TERMINATION KIT. PVC COMBUSTION AIR AND VENT PIPE TO BE SIZED, ROUTED, AND INSTALLED AS PER THE FURNACE MANUFACTURERS RECOMMENDATIONS.
- ② 6" OUTSIDE AIR INTAKE UP TO ROOF. PROVIDE COOK MODEL 8PR SPUN ALUMINUM DOME STYLE INTAKE VENTILATOR MOUNTED ON A 12" HIGH FACTORY CURB ON SLOPED ROOF.
- ③ 8" OUTSIDE AIR INTAKE UP TO ROOF. PROVIDE COOK MODEL 8PR SPUN ALUMINUM DOME STYLE INTAKE VENTILATOR MOUNTED ON A 12" HIGH FACTORY CURB ON SLOPED ROOF.
- ④ PROVIDE AUTOMATIC AIR DAMPER AND VOLUME DAMPER IN VERTICAL RISE OF OUTSIDE AIR DUCT. REFER TO DETAIL 1 ON H-2.
- ⑤ DUCTWORK TO RISE IN ATTIC TRUSS SPACE.
- ⑥ DUCTWORK RUNNING IN ATTIC TRUSS SPACE.
- ⑦ CONSTRUCT A 3/2" METAL STUD AND DRYWALL CLOSET TO ENCLOSE THE FURNACE. PROVIDE A 36" CLOSET DOOR. PAINT THE EXTERIOR CLOSET WALL SURFACE TO MATCH EXISTING WALL COLOR. AFTER DRYWALL IS TAPED, FILLED AND FINISHED.
- ⑧ ROUTE REFRIGERANT LINES UP SIDE OF BUILDING AND INTO CEILING SPACE OF THE LOWER LEVEL. RUN HORIZONTALLY TO THE FURNACE LOCATION AND UP THRU THE FLOOR. COVER EXTERIOR WALL MOUNTED LINE SETS WITH PVC LINE SET COVERS. LITTLE GIANT SPEEDIDUCT, OR SIMILAR.



CANANDAIGUA TOWN HALL HVAC UPGRADE

PROGRESS PRINT
DO NOT USE FOR CONSTRUCTION
08/07/17
ME ENGINEERING

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REVISIONS

No.	Date	By	Description

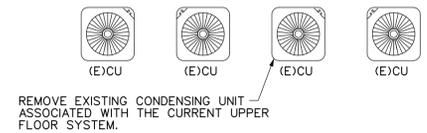
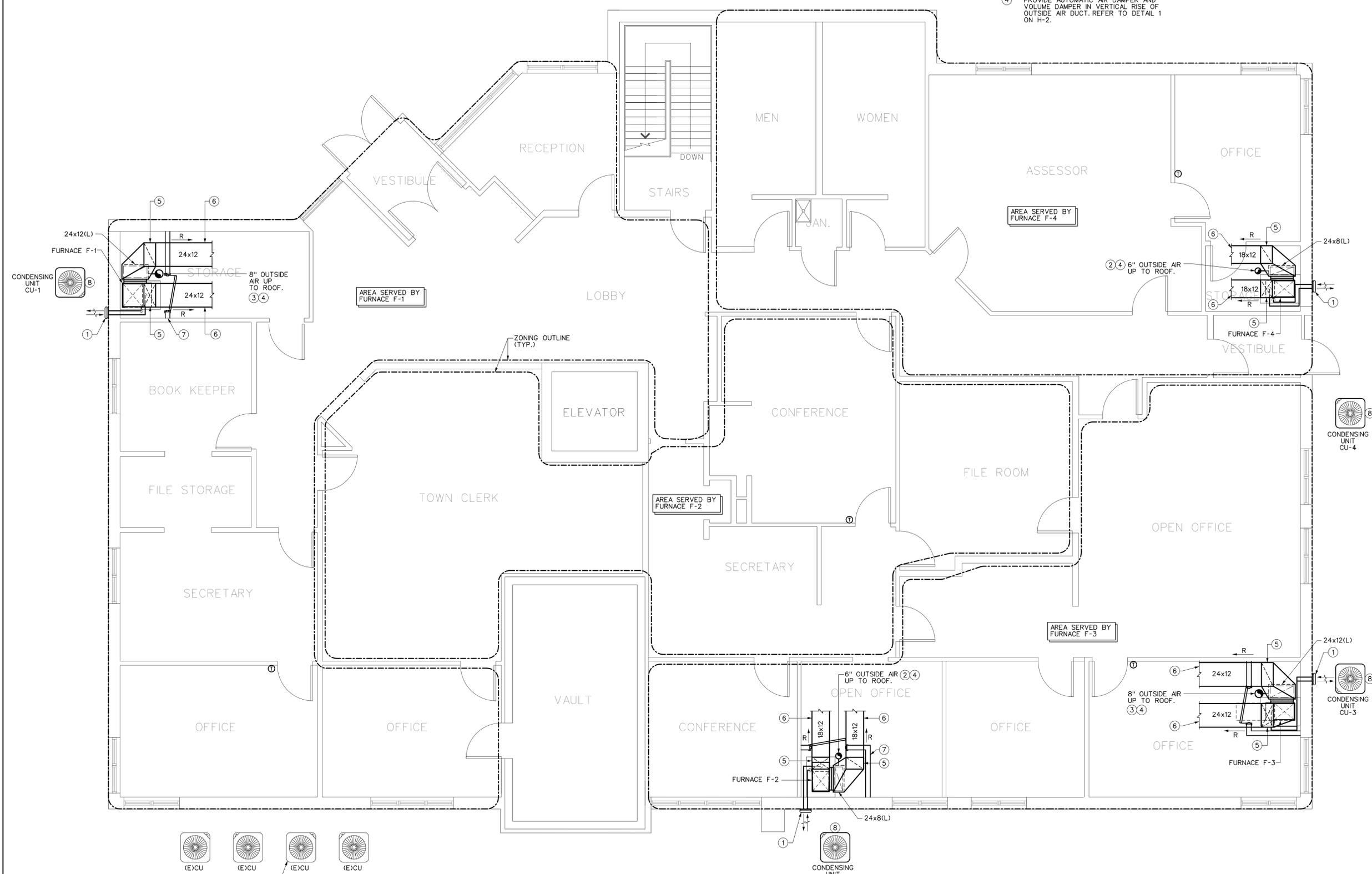
DRAWING TITLE

UPPER LEVEL - HVAC

DRAWING NO.
H-1

Drawn By: NVA
Checked By: DNW
Project Mgr: JPC
Date: 08/04/17
Project No: 170092

ISSUE DATE
08/04/17



1 UPPER FLOOR PLAN - HVAC
SCALE: 1/4"=1'-0"
0 2' 4' 8'

