

7. Resolutions:

- Resolution #2020-005:** A Resolution Recognizing and Thanking Retired Water Treatment Plant Operator Peter Houle for his 28 Years of Service to the City of Canandaigua
- Resolution #2020-006:** A Resolution Authorizing the City of Canandaigua to Enter into a Renewal Agreement with Habitat for Humanity of Ontario County, NY
- Resolution #2020-007:** A Resolution Authorizing the City of Canandaigua to Enter into a Renewal Agreement with PathStone Corporation
- Resolution #2020-008:** A Resolution Authorizing A Special Event: Eastern Freestyle Standard Championship Skier Recognition
- Resolution #2020-009:** A Resolution Authorizing A Special Event: The Canandaigua Mile
- Resolution #2020-010:** A Resolution Authorizing the Climate Smart Canandaigua Task Force to Collect a Green Vendor Fair Registration Fee
- Resolution #2020-011:** A Resolution Authorizing a Contract for Volunteer Fire Services with Erina Hose Company #1
- Resolution #2020-012:** A Resolution Declaring Used and Unwanted City Vehicles Surplus
- Resolution #2020-013:** A Resolution Awarding a Contract for Overhead Door Maintenance
- Resolution #2020-014:** A Resolution Renewing the Mill Street Ground Lease Agreement
- Resolution #2020-015:** A Resolution Authorizing a Capital Budget Amendment
- Resolution #2020-016:** A Resolution Authorizing a Budget Amendment to Continue the Lake Friendly Lawn Care Program
- Resolution #2020-017:** A Resolution Creating a Task Force for the Phoenix Street Project

8. Ordinances:

Ordinance #2020-001:

An Ordinance Amending Chapter 648, Vehicle and Traffic, of the Municipal Code to Remove Stop Intersections

9. Local Laws:

Local Law #2020-002:

Amending Chapter 714-28(A) of the Municipal Code to Provide for Parking Garage Condition Assessments and Operating Permits

10. Manager's Report

11. Appointments

- Planning Commission: Thomas Lyon

12. Miscellaneous

13. Adjournment



**Climate Smart Canandaigua Task Force
Annual Progress Report**

2019



**Climate Smart
Communities**
Certified Bronze

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Climate Smart Communities: An Introduction

Climate Smart Communities is a New York State program that helps local governments take action to reduce greenhouse gas emissions and adapt to a changing climate. In doing so, Climate Smart Communities can advance community goals for health & safety, economic vitality, energy independence, and quality of life.

The program has two designations—registered and certified. Thus far, 290 registered communities have made a commitment to act by passing the Climate Smart Communities pledge. Certified communities are the foremost leaders in the state; they have gone beyond the Climate Smart Communities pledge by completing and documenting a suite of actions that mitigate and adapt to climate change at the local level. On April 23, 2019, the City of Canandaigua became the 23rd Climate Smart Certified Community when it received its Bronze designation and the first to enter the program certified.

Climate Smart Canandaigua Task Force

In addition to the work required to earn Climate Smart Community Certification, the Climate Smart Canandaigua (CSC) Task Force was formed to actively educate and engage the public with critical information and vital opportunities to mitigate climate change. CSC is comprised of community stakeholders, including two City Councilmembers, Staff, and citizens representing a variety of backgrounds and community organizations, and is committed to collaborating with City Council to accomplish plans, facilitate programs, and offer activities and events that align with the Climate Smart Communities Certification Program.

Our Mission

- Provide ongoing implementation of actions related to climate change and increase efforts to reduce our carbon footprint and achieve cost savings in the process.
- Assess baseline conditions, establish goals and develop plans and suggest policies to achieve goals.
- Educate the community and stakeholders on the value of the goals and plans.

Members

Chair: Suzi van der Sterre
Coordinator: Rob Richardson
Maria Bucci
Erich Dittmar
Lauren Dittmar
Chris Glattly
Laura Kenyon
Thomas Lyon
Ellen Polimeni
Dave Poteet
Karen White
Ryan Wilmer

CSC Mission #1

Provide ongoing implementation of actions related to climate change and increase efforts to reduce our carbon footprint and achieve cost savings in the process.

Action Item: Composting Program

- **Results:** Completed/In Progress. Continued to promote the City of Canandaigua's Backyard Composting Program through social media and face-to-face events (such as festivals, farmers market), resulting in a total of 389 households participating.
- **Challenges:** Making sure the public is aware of the program, managing requests, and organizing delivery. We recognize the importance that participants are educated on the process of composting. To make sure the program was successful, CSC partnered with the Cornell Cooperative Extension of Ontario County and Wood Library to hold several "Composting 101" workshops.
- **Next Steps:** Continue to promote the program via social media and face-to-face events. Hold additional "Composting 101" workshops and/or Composter Gatherings, where participants can talk to each other about their successes and challenges.

Action Item: LED Streetlights

- **Results:** Completed. The City of Canandaigua completed a Performance Contract with SmartWatt to purchase and convert all the street light fixtures in the City to LED lighting. In total, 1,089 fixtures were converted, 60 old street poles were replaced with new, decorative ones, and 9 additional fixtures were added to increase lighting downtown. Annually, the City expects to save 526,125 kWh, \$31,157 in utilities, and \$224,321 in total cost.
- **Challenges:** Now that the City has purchased the light fixtures, they are also responsible for the maintenance moving forward. This will add additional work and cost to DPW, but the annual savings and energy improvement benefits from the additional projects made possible through the Performance Contract more than outweigh these challenges.
- **Next Steps:** Maintaining the assets moving forward.

Action Item: C-PACE Financing

- **Results:** Completed. On October 3, 2019, City Council passed Local Law 2019-002 enacting Commercial Property-Assessed Clean Energy (C-PACE) Financing in the City of Canandaigua.
- **Challenges:** There were no real challenges in completing the work necessary to enact C-PACE financing. City Council needed to pass a local law, but the Energy Improvement Corporation (EIC) will administer the program moving forward. The challenge will be in getting business owners to utilize the program now that the program is available.
- **Next Steps:** The CSC Task Force is working with the Canandaigua Downtown Business Improvement District (BID) as well as the City's Planning and Code Enforcement Offices to help educate those who might be able to utilize the program

Action Item: Zero-Waste Guidelines

- **Results:** *In Progress.* In the process of drafting Zero/Low Waste Event Guidelines to provide event organizers in the community with information on how to reduce waste at their events.
- **Challenges:** Potential lack of will by individuals and organizations to make efforts towards Zero Waste events due to perceived added cost and inconveniences. Education and easy-to-adopt strategies needed to motivate event organizers.
- **Next Steps:** Complete guidelines, add to City website (as a link on 'Special Events' page), and spread the word through social media and community events to encourage individuals and organizations to make reducing waste at events more of a priority. Promote events in which organizers are making active efforts towards Zero/Low Waste.

Action Item: Residential Solar Program

- **Results:** *In Progress.* At our June 2019 meeting, GreenSpark presented on the state of the solar power industry in New York State.
- **Challenges:** Solar energy for residential homes is being underutilized in the Canandaigua community. There are lots of opportunities for growth, but education is needed.
- **Next Steps:** Find opportunities to partner with GreenSpark in the future for community outreach/educational events.

Action Item: EV Charging Stations

- **Results:** *In Progress.* 1) Identify locations for successful implementation of Level 2 and 3 EV charging stations (aka electric vehicle service equipment EVSE) in Rochester and Finger Lakes regions 2) Determine present usefulness of existing area EVSE for power level (experienced as charging times), reliability and location with real-world work and recreational experiences (three years ongoing data accumulation) 3) Making this information accessible and coherent to decision-makers.
- **Challenges:** Communication of EV charging needs and experiences to stakeholders in the EVSE build process, facilitate communications between grant providers, public and private property owners, current EV community. Promote infrastructure investment (primarily buried wire conduit) that will support higher current Level 3 charging stations in current public and private building projects.
- **Next Steps:** Determine a means to communicate and incentivize planning for EVSE needs to all stakeholders. Anticipate growing electric utility adoption of growing Vehicle to Grid (V2G) power transmission.

CSC Mission #2

Assess baseline conditions, establish goals and develop plans and suggest policies to achieve goals.

Action Item: Municipal Solid Waste Audit

- **Results:** Completed. The City partnered with Impact Earth to conduct a Municipal Solid Waste Audit on all seven municipal facilities; City Hall, Police Station, The Hurley Building, Fire Station #1, Fire Station #2, the Water Recovery Facility, and the Water Treatment Plant. The audit was conducted on August 28th, 29th, and September 18th, and found that the City was achieving a 36% landfill diversion rate with the vast majority of waste accounted for was not created through Municipal Operations, but brought in by Staff in the form of styrofoam coffee cups, takeout containers, pizza boxes, single-use cutlery, etc.
- **Challenges:** There were no challenges during the completion of the Municipal Solid Waste Audit- the only issue the team encountered was that two buildings tossed their waste too quickly requiring Impact Earth to come back in September. The real challenge will be in setting up systems and educating Staff to increase of landfill diversion rate by helping them address their personal habits and practices while at work. Hopefully, these steps will change not only their waste reduction practices on the job but in their personal lives.
- **Next Steps:** The CSC will work with City Staff to identify and vet educational opportunities and policy changes that will help increase the City's landfill diversion rate. This will likely be an ongoing process to determine which approach is most sustainable.

Action Item: Sustainable Solutions in the Comprehensive Plan

- **Results:** In Progress.
 - Public and alternative transit discussed in the transportation section
 - Natural resource protection included in Parks and environment sections
 - Green business discussed in the economy section
 - Local food system discussed under economy and downtown (farmers market, and buy local)
 - The committee was granted an extension until March 31, 2020, to complete the Plan.
- **Challenges:** few, general support of CSC goals by committee.
- **Next Steps:** Comp Plan expected to be adopted in 2020, unlikely to lose CSC goals.

Action Item: Community Choice Aggregation

- **Results:** Complete/ In Progress. In November 2019, City Council passed a local law to establish a Community Choice Aggregation program in the City of Canandaigua. Now that the City has passed the enabling legislation, a 3rd Party Administrator must be chosen so a public outreach and information campaign can begin.
- **Challenges:** The real challenges with the program still lay ahead. Community Choice Aggregation is an "OPT-OUT" program, meaning that residents will need to actively

remove themselves should they choose not to participate. The community outreach and information campaign may also pose challenges, but the 3rd Party Administrator the City chooses will help with alleviating those concerns.

- **Next Steps:** The City is in the process of choosing a 3rd Party Administrator. Once that partner is chosen, CSC will work with the 3rd Party administrator to educate residents about Community Choice Aggregation.

Action Item: Community Garden

- **Result:** *On Hold.* After beginning to explore how successful community gardens in the area (such as Geneva Peeps) are organized and run, further reading of the Community Garden action item showed that it is currently as much about local municipal policies that prohibit/promote community agricultural projects as it is about actual gardens. This action item is also expected to change in 2020, so it was decided to wait for the new item changes before any more action or exploration is undertaken.
- **Challenges:** Figuring out how the Task Force can play a part in encouraging new City policy to promote targeted projects such as community gardens, garden stands, husbandry of poultry and livestock, beekeeping, creation of shared private or public spaces for mini-parks, composting, and other community projects that are climate smart.
- **Next Steps:** While waiting on the anticipated update to the Community Gardens action item, the City has promised a review of a local ordinance to check if it contains any roadblocks to community gardens or other useful community environmental and agricultural endeavors.

CSC Mission #3

Educate the community and stakeholders on the value of the goals and plans.

Action Item: Earthapolooza (partnership with Wood Library)

- **Results:** Completed. Wood Library and Climate Smart Canandaigua teamed up to present Earthapolooza on April 22, 2019. This event featured earth-friendly activities designed to help people learn, get inspired, and take action. Thirteen (13) community partners participated in the event which attracted close to 150 people of all ages to the library. People were able to get information about how to compost, what to recycle, and how things can be reused. They learned about rain barrels, lake-friendly lawn care practices, electric vehicles, and climate smart legislative initiatives.
- **Challenges:** Feedback from the event was positive. In the future, we recommend holding the event on a Saturday when working people and families can benefit from the program.
- **Next Steps:** Plans for 2020 include a Green Vendor Fair on Saturday, March 28, and participation in FLCC's Earth Week which will take place from April 20-24.

Action Item: Arts and Music Festival

- **Results:** Completed. Hosted a booth at the Downtown Arts and Music Festival on July 20, 2019, with a good response from residents and the broader community. Composting bin sign-ups were collected and general CSC info was disseminated.
- **Challenges:** Some members of the public rejected the idea of climate change or any environmental action. There was also a limited number of volunteers for the booth.
- **Next Steps:** Discuss attending next year and/or other downtown events.

Action Item: Fourth of July Parade

- **Results:** Completed. The Canandaigua CSC task force presented a float in the annual 4th of July parade and it was a big success; the response from the crowd was strong and we made a good impression for building local recognition of our group and mission. We also engaged the Tesla Club to join us so that we had 6 EVs in the parade.
- **Challenges:** Building a float with no budget that communicated our group and mission with only 10 seconds to make an impression. Contacting and organizing EV owners. Volunteer time and funding, however, accomplished a successful outcome.
- **Next Steps:** Plan for next year's float with a more direct message.

Action Item: Facebook Page

- **Results:** Completed/In Progress. A Facebook page for Climate Smart Canandaigua was created to be a place to educate the community and stakeholders on the value of the goals and plans, share environmental information, and promote local green events. To date, the page has garnered 373 followers with one post with a reach of 71,000 people, almost 11,000 engagements, and 787 shares.
- **Challenges:** Keeping the Facebook page active through volunteer time.

- **Next Steps:** Create a social media calendar to plan out seasonal posts and fill in with more timely posts as needed.

Action Item: Webpage

- **Results:** Completed/In Progress. A webpage for Climate Smart Canandaigua was created on the City's Official website to be a place for information about meetings and meeting minutes and general Task Force information. As well as keep the public updated.
- **Challenges:** Keeping the webpage updated through volunteer time.
- **Next Steps:** Plot out a more cohesive way of keeping it more up to date.

Looking Ahead to 2020

Grants Awarded

On December 19, 2019, Climate Smart Canandaigua was awarded new NYS DEC grants to help fund Government Operations and Community Greenhouse Gas (GHG) Inventories, a Natural Resources Inventory, and a Climate Vulnerability Assessment! The City will be contracting with Impact Earth to complete these assessments.

2020 Planned Action Items

Government Operations GHG Inventory: This inventory is an accounting, analysis, and report of the GHG emissions resulting from the day-to-day operations of our city. It will summarize the GHG emissions from the consumption of energy and materials in government buildings, from wastewater and water treatment facilities, from municipal vehicle fleets, from government-owned outdoor lighting, and other sources. It is a foundational step toward effective climate action and will provide the data needed to set realistic goals and track the CSC's progress.

Tentative Completion Date: October 2020

Community GHG Inventory: Government operations typically account for less than three percent of a community's emissions. It is therefore important to understand how our industries, businesses, schools, homes, and vehicles in our entire community are contributing to climate change. A Community GHG inventory provides the data needed to set realistic goals and track progress toward reducing costs, energy use, and emissions, allowing us to identify and focus on the most important sectors.

Tentative Completion Date: October 2020

Natural Resource Inventory: Maintaining the integrity and ecological health of natural areas is a key part of preventing the release of GHG emissions that are associated with development. The Natural Resources Inventory will give us a catalog of our local natural resources (both physical and biological) and provide a foundation for municipal land-use and conservation planning.

Tentative Completion Date: September 2020

Climate Vulnerability Assessment: Climate change will not affect a community equally. Performing a Climate Vulnerability Assessment, a comprehensive assessment of local vulnerabilities and risks related to climate change, will allow us to understand where to focus our local government staff and funding resources effectively and efficiently.

Tentative Completion Date: October 2020

Green Vendor Fair: CSC will be hosting a Green Vendor Fair on March 28, 2020, from 10 a.m. - 1 p.m. in the Canandaigua Primary/Elementary School LINK Gym. Organizing and hosting a green vendor fair will provide a great opportunity for local green vendors to market themselves to our community, network with each other, and educate our community members about green products and services that are available locally. Supporting green vendors will support a shift to a local green economy.

Scheduled Date: March 28, 2020

Finalize Community Choice Aggregation: Select Third Party Administrator and begin the Community outreach process.

Tentative Date: Fall 2020

Continued Recycling Education: Using funds from Ontario County, the City has purchased refrigerator magnets that will be mailed out to every household in the City:



Tentative Distribution Date: Spring 2020

RESOLUTION #2020-005

**A RESOLUTION RECOGNIZING AND THANKING
RETIRED WATER TREATMENT PLANT OPERATOR PETER HOULE
FOR HIS 28 YEARS OF SERVICE TO THE CITY OF CANANDAIGUA**

WHEREAS, Peter Houle, who served the City of Canandaigua from his appointment as a Water Treatment Plant Operator Trainee September 16, 1991, and subsequently as a Water Treatment Plant Operator (September 16, 1992), celebrated his retirement on January 25, 2020; and

WHEREAS, during his 28+ years, Peter worked diligently to ensure the water produced at the Water Treatment Plant was of the highest quality for the five (5) municipalities and 70,000 people who depend on Canandaigua Lake as their water source; and

WHEREAS, Peter proved his dedication to this endeavor by not calling in sick once during his 28+ years of service, showing exemplary commitment to both the City and the community; and

WHEREAS, Peter has served under seven City Managers, two Mayors, and seventeen City Councils; and

WHEREAS, during his distinguished career Peter has performed his duties with dedication and professionalism, and has won the respect and admiration of the community, his peers and coworkers;

NOW, THEREFORE, BE IT RESOLVED, that the Canandaigua City Council, on behalf of the residents of the City of Canandaigua, does hereby recognize and thank Peter Houle for his 28+ years of dedicated service to the City of Canandaigua and wishes him many happy years of retirement.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-006

**A RESOLUTION AUTHORIZING THE CITY OF CANANDAIGUA
TO ENTER INTO A RENEWAL AGREEMENT WITH
HABITAT FOR HUMANITY OF ONTARIO COUNTY, NY**

WHEREAS, in March, 2014 the City of Canandaigua entered into an agreement with Habitat for Humanity of Ontario County, NY (Habitat) for the purposes of conducting a housing rehabilitation project; and

WHEREAS, the original scope of the project was limited to Chapin Street, but was later expanded to include the entire City of Canandaigua; and

WHEREAS, Habitat has successfully recruited volunteers to improve homes throughout the City which has not only improved the safety and physical appearance of the homes and neighborhoods, but has also strengthened the homeowners' sense of pride and investment in the community; and

WHEREAS, the City is desirous of entering into a renewal agreement with Habitat; and

WHEREAS, the City's cost for this proposal is \$17,000 which will be funded from program income in the City's CDBG Fund and be utilized for materials and supplies; and

WHEREAS, this proposal was reviewed and approved at the January 7th Planning Committee meeting;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Canandaigua hereby authorizes the City Manager to execute a renewal agreement with Habitat; and

BE IT FURTHER RESOLVED that this project will be funded from a not-to-exceed \$17,000 allocation from the City's CDBG Fund.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer



We build **strength, stability, self-reliance** and **shelter**.

September 13, 2019

John Goodwin, City Manager
City of Canandaigua
2 North Main Street
Canandaigua, NY 14424

Dear Mr. Goodwin,

Habitat for Humanity of Ontario County is requesting funding from the City of Canandaigua to continue our home repair program for City residents in 2020. In support of this request, please find the following documents enclosed:

1. Project Proposal – 2020 City of Canandaigua Home Preservation Program
2. A copy of Habitat's FY20 Budget (July 2019 – June 2020)
3. A copy of Habitat's most recent independent audit report

For 2020, we are requesting a total of \$17,000, which represents 1.63% of our annual budget. As in prior years, these funds will be used to provide low-income homeowners in the City of Canandaigua with affordable exterior repair services as well as to provide wheelchair ramps for low-income individuals with accessibility needs.

Thank you for your consideration. Please contact my office with any questions or additional information you require.

In partnership,

A handwritten signature in black ink, appearing to read "Nash Bock". The signature is fluid and cursive, written over a white background.

Nash Bock
Executive Director



Habitat
for Humanity[®]
of Ontario County NY

**2020 Home Preservation Program
Funding Proposal**

Habitat for Humanity of Ontario County
3040 County Road 10
Canandaigua, NY 14424

Contact: Nash Bock, Executive Director
Email: nashb@ontariohabitat.org

Website: www.OntarioHabitat.org

Phone: (585) 396-3600
Fax: (585) 919-2800

Federal Tax ID: 16-1386125

2020 City of Canandaigua Home Preservation Program Funding Requested: \$17,000

PROJECT PROPOSAL:

Habitat for Humanity of Ontario County (Habitat) is seeking continued funding for the City of Canandaigua Home Preservation Program. Under this program Habitat provides exterior home repair services and wheelchair accessible ramps to qualified low income residents in the City of Canandaigua. The scope of this program includes minor repairs such as porches, railings and steps, exterior painting, lawn cleanup, tree removal, safety and code violations, etc., as well as wheelchair ramps for individuals in need of accessibility modification to remain in their home.

Adhering to the following elements is essential to honoring the Habitat philosophy, and makes for a sound partnership between Habitat, the partner family, and the City of Canandaigua.

- Homeowner's are active participants in the projects ("Sweat Equity")
- Enlisting volunteers from the community to provide labor
- Securing donated materials, when available
- Serving individuals/families with a demonstrated need for housing and/or repairs

Program Qualification & Selection Process:

- Household income at or below 60% of the area median income.
- Demonstrated need for home repairs as evidenced by safety, security, code violations, or other issues that would compromise the integrity of the home.
- Willingness to partner with Habitat through the completion of sweat equity hours
- Owner of a detached, owner occupied dwelling within the City of Canandaigua
- Proof of current property taxes, water and sewer payments
- Proof of current homeowner's insurance policy

All applications will be reviewed by Habitat's Program Manager to ensure they meet all stated requirements. Scope of work will be established by Habitat's Construction Manager and reviewed by the Executive Director prior to final approval. Once approved, applicants will be responsible for a \$50 processing fee payable to Habitat prior to commencing work.

Habitat offers this program to City residents in need of affordable home repairs. As such, no repayment for materials or labor is required from the homeowner. Habitat also works closely with the City's Office of Code Enforcement to identify homes at risk that may benefit from program services.

To minimize program costs and maximize the impact of the City's investment, Habitat utilizes volunteers from the community and donated materials whenever possible. The funding requested in this proposal will be utilized for program related expenses including construction materials, professional services for work beyond the scope of Habitat's volunteer workforce (ex: tree service, removal of hazardous materials, demolition, etc.),

and marketing materials to increase program awareness and ensure maximum participation from eligible residents.

Sources of Funding: To fund this project Habitat will utilize a combination of support including: the requested City funds in this proposal; support from private donors; and proceeds from the Habitat ReStore.

Habitat's Ability to Complete the Project: Habitat has been successfully building new homes as well as rehabilitating existing homes in the City of Canandaigua and throughout Ontario County for nearly 30 years. More specifically, Habitat has completed over thirty-eight owner-occupied home repair projects, twenty-one within the city of Canandaigua. Habitat has the experience and knowledge required to mobilize teams of volunteers for construction projects. There is a proven record of maximizing the impact of funding by leveraging existing relationships with donors and local businesses.

IMPACT ON THE COMMUNITY:

If this grant proposal is approved, the funding will help Habitat provide hardworking, low-income families with a decent, safe place to call home, as well as improve the overall condition of homes in the City of Canandaigua. With this year's funding request, we hope to serve at least five families through home repair or wheelchair ramp services. With the City's support we will increase our housing production and the number of families served annually. In turn, this will enable us to move toward our goal of eliminating substandard housing, and contribute to the health, vitality, and sustainability of Ontario County.

Measure of Success/Outcomes: Habitat will use the following sustainable benchmarks that measure this programs success:

- Number of homeowner and home preservation applications
- Number of homes completed each year (goal of three in 2020)
- Number of repairs completed each year (goal of five in 2020)
- Number of individuals served (goal of 20 in 2020)

Reporting: We will communicate our program goals, outcomes, and impact, in a report to the City of Canandaigua upon completion of the proposed project. We will provide additional information as requested by the City.

ABOUT HABITAT FOR HUMANITY:

Habitat for Humanity of Ontario County is dedicated to eliminating substandard housing locally and worldwide through constructing, rehabilitating and preserving homes; by advocating for fair and just housing policies; and by providing training and access to resources to help families improve their shelter conditions.

Habitat for Humanity was founded on the conviction that every man, woman and child should have a simple, durable place to live in dignity and safety. We believe that decent affordable homes are the foundation, both literally and figuratively, upon which families build strength and self-reliance.

Exhibit A

Habitat's Investment and Impact in Canandaigua: Habitat built its first home in the City of Canandaigua in 1992. Since that time, Habitat has built five additional homes within the City and has one more currently under construction. In addition to providing families with a decent place to live, the five completed homes combined have added \$529,000 in assessed value to the City's tax rolls.

In 2014, Habitat launched the pilot for the Home Preservation Program with the City of Canandaigua. The program was renewed every year since the initial pilot, allowing Habitat to assist numerous city homeowners with exterior home repairs. The success of this program is evidenced not only by the improved safety and physical appearance of the homes and neighborhoods served but also in the homeowners' own sense of pride and investment in their community.

Since beginning this program, Habitat has invested over 300 hours in project management, leveraged the City's support to engage thousands of dollars in additional donated goods and services, and organized volunteers to contribute over 800 hours of labor to the local community.

Schedule of Habitat Homes Built in the City of Canandaigua

Address	Year Completed	Assessed Taxable Value
11 Bristol Court	1992	\$103,000 (\$14,000 land only)
116 Phoenix Street	1998	\$104,000 (\$18,000 land only)
59 Chapin Street	2015	\$157,500 (\$16,000 land only)
33 Foster Street	2017	\$128,000 (\$17,000 land only)
66 Foster Street	2019	\$112,500 (\$11,000 land only)
41 Saltonstall Street	Exp. Feb 2020	TBD

Schedule of Completed Home Preservation Projects in the City of Canandaigua

Address	Year	Work Performed
70 Canandaigua Ave	2014	Foundation vegetation trimming; Exterior painting; Roof fascia repair; Installation of soffit vents & storm door
383 North Main St	2014	Foundation vegetation trimming; Porch handrail repair; Exterior painting

39 Chapin St	2014	Front porch deck & step repair; Porch painting & exterior painting
91 Chapin St	2014	Side porch repair & painting
53 Phelps St	2014	Foundation vegetation trimming; Exterior painting & entry door replacement
168 Buffalo St	2014	Foundation vegetation trimming
196 Beals St	2014	Gutter cleaning; Grab bar installation
33 Dungan St	2014	Yardwork
184 North Pearl St	2015	Gutter cleaning; Porch roof patching; Front porch railing, steps, and decking repairs and painting
32 Antis St	2015	Tree removal; Rear porch removal and construction of new steps; Front porch repair; Vinyl siding
126 Charlotte St	2016	Removal of crumbling steps; Construction of new steps and landing
189 Gibson St	2016	Installed new downspouts and proper drainage away from foundation to improve moisture situation in basement
71 Saltonstall St	2016	Demolition of condemned building
33 Foster St	2016	Demolition of condemned building
67 Saltonstall St	2017	Removal of dead tree
220 Pleasant St	2017	Installed privacy fence along south side of property
20 N Pearl St	2017	Yardwork, porch repair, siding repair, downspout extenders, replace vent cap, paint, weather-stripping for side door, parge foundation wall, repair rotten window sill
76 Phoenix St	2018	Repaired and restored porch, railings, and steps that had deteriorated due to rot
130 Gorham St	2018	Installed new storm door, re-glazed cracked window, installed exterior light for safety
249 Pleasant St	2018	Removal of dead tree
168 Niagara St	2019	Gutters and downspouts (pending), grade lawn, spread topsoil and seed.
97 Phoenix St	2019	Replace gutters, repair eave fascia, and remove dead tree (pending)
33 Foster St	2019	Removal of dead tree (pending)

Exhibit B

Home Preservation Program – Before and After Pictures

NORTH MAIN ST.



ANTIS ST.



	FY20 Budget (approved)
Revenue	
Income	
Contributions	\$ 61,000
Contributions Businesses	\$ 10,000
Contributions Churches	\$ 8,500
Grants	\$ 102,000
Other Non-Program Income	
Interest Income	\$ 35
Other Program Income	
ReStore Sales - Gross	\$ 641,000
Sale to Homeowners	\$ 180,000
Total Income	\$ 1,004,985
Cash Income from Balance Sheet	
Mortgage Receivables (Fund for Humanity)	\$ 39,500
Total Cash Income from Balance Sheet	\$ 39,500
Gross Revenue and Other Cash Received	\$ 1,044,485

	FY20 Budget (approved)
Expenses	
Accounting Fees	\$ 5,800
Total Advertising/Marketing	\$ 25,000
Total Computer Expenses	\$ 10,760
Total Conferences/Travel/Meetings	\$ 16,371
Total Construction Costs	\$ 21,282
Total Dues	\$ 11,578
Total Equipment Costs	\$ 2,000
Fundraising	\$ -
Global Village Program	\$ 1,200
Insurance	
D&O	\$ 1,100
General Liability	\$ 10,700
Total Insurance	\$ 11,800
Interest	\$ 1,900
International Tithe Expense	\$ 33,736
Legal Fees	\$ 2,000
Total Occupancy Expense	\$ 24,900
Total Other Expenses	\$ 16,165
Other Mission Specific Costs	
Credit/Background Checks	\$ 1,700
Other	\$ -

	FY20 Budget (approved)
Total Other Mission Specific Costs	\$ 1,700
Postage and Shipping	\$ 2,500
Publications	
Books and Subscriptions	\$ 450
Publications - Other	\$ -
Total Publications	\$ 450
Supplies	
Office Supplies	\$ 800
Other Supplies	\$ 5,600
Total Supplies	\$ 6,400
Total Telephone & Broadband	\$ 4,965
Travel	
Staff Mileage	\$ 3,700
Total Travel	\$ 3,700
Total Vehicle expense	\$ 12,200
Total Volunteer	\$ 11,800
Program Services - Other	\$ -
Total	721,015.77
Cash Expenses from Balance Sheet	
66 Foster Street, Canandaigua	\$ 5,000
1 Park Street, Clifton Springs	\$ 100,000
3 Park Street, Clifton Springs	\$ -
41 Saltonstall, Canandaigua	\$ 105,000
33 Foster Street, Canandaigua	\$ -
1 Terrace Place, Shortsville	\$ 65,000
Mortgage 3040 Co Rd 10	\$ 13,248
Mortgage 3020 Co Rd 10	\$ 3,195
ReStore Truck Loan	\$ 2,000
Property acquisition	\$ 30,000
Total Cash Expenses from Balance Sheet	\$ 323,443
Total Expense	\$ 1,044,459
Net Income	\$ 26

**HABITAT FOR HUMANITY OF
ONTARIO COUNTY, NEW YORK, INC.**

**Financial Statements
as of June 30, 2018
Together with
Independent Auditor's Report**

INDEPENDENT AUDITOR'S REPORT

September 25, 2018

To the Board of Directors of
Habitat for Humanity of Ontario County, New York, Inc.:

We have audited the accompanying financial statements of Habitat for Humanity of Ontario County, New York, Inc. (a New York non-profit corporation), which comprise the balance sheet as of June 30, 2018, and the related statements of activities and change in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENT AUDITOR'S REPORT (Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Habitat for Humanity of Ontario County, New York, Inc. as of June 30, 2018, and the change in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States.

Report on Summarized Comparative Information

We have previously audited Habitat for Humanity of Ontario County, New York, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

RDG+Partners CPAs PLLC

Pittsford, New York

HABITAT FOR HUMANITY OF ONTARIO COUNTY, NEW YORK, INC.**BALANCE SHEET****JUNE 30, 2018**

(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 239,935	\$ 223,619
Construction in progress	206,500	58,793
Homes available for sale, net	124,000	206,110
Current portion of mortgages receivable, net	19,011	17,364
Accounts receivable	<u>2,674</u>	<u>2,456</u>
Total current assets	<u>592,120</u>	<u>508,342</u>
PROPERTY AND EQUIPMENT, net	<u>566,428</u>	<u>595,143</u>
OTHER ASSETS:		
Mortgages receivable, net of current portion	327,206	298,464
Restricted property	<u>88,000</u>	<u>88,000</u>
Total other assets	<u>415,206</u>	<u>386,464</u>
	<u>\$ 1,573,754</u>	<u>\$ 1,489,949</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	\$ 25,815	\$ 13,535
Funds held for homeowners	1,862	5,183
Current portion of long-term debt	<u>177,280</u>	<u>22,482</u>
Total current liabilities	204,957	41,200
LONG TERM LIABILITIES:		
Long-term debt, net of current portion	<u>5,635</u>	<u>176,057</u>
Total liabilities	<u>210,592</u>	<u>217,257</u>
NET ASSETS:		
Unrestricted net assets	1,275,162	1,184,692
Temporarily restricted net assets	<u>88,000</u>	<u>88,000</u>
Total net assets	<u>1,363,162</u>	<u>1,272,692</u>
	<u>\$ 1,573,754</u>	<u>\$ 1,489,949</u>

The accompanying notes are an integral part of these statements.

HABITAT FOR HUMANITY OF ONTARIO COUNTY, NEW YORK, INC.

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2018

(With Comparative Totals for 2017)

	2018			2017
	Unrestricted	Temporarily Restricted	Total	
SUPPORT:				
Contributions	\$ 69,302	\$ -	\$ 69,302	\$ 57,987
In-kind donations	36,225	-	36,225	239,480
Homebuilding grant	30,840	-	30,840	29,493
	<u>136,367</u>	<u>-</u>	<u>136,367</u>	<u>326,960</u>
REVENUE:				
Sale of homes	124,000	-	124,000	-
Mortgage discount amortization	22,219	-	22,219	20,342
Interest and other program revenue	6,872	-	6,872	5,666
ReStore income	601,870	-	601,870	584,645
Rental income	500	-	500	6,000
	<u>755,461</u>	<u>-</u>	<u>755,461</u>	<u>616,653</u>
Total support and revenue	<u>891,828</u>	<u>-</u>	<u>891,828</u>	<u>943,613</u>
EXPENSES:				
Cost of homes sold	93,760	-	93,760	10,304
Discount on mortgage receivable	75,075	-	75,075	-
Change in reserve on homes available for sale	10,291	-	10,291	-
Program services	568,334	-	568,334	491,627
Management and general	25,572	-	25,572	25,750
Fundraising	28,326	-	28,326	32,769
Total expenses	<u>801,358</u>	<u>-</u>	<u>801,358</u>	<u>560,450</u>
CHANGE IN NET ASSETS	90,470	-	90,470	383,163
NET ASSETS, beginning of year	<u>1,184,692</u>	<u>88,000</u>	<u>1,272,692</u>	<u>889,529</u>
NET ASSETS, end of year	<u>\$ 1,275,162</u>	<u>\$ 88,000</u>	<u>\$ 1,363,162</u>	<u>\$ 1,272,692</u>

The accompanying notes are an integral part of these statements.

HABITAT FOR HUMANITY OF ONTARIO COUNTY, NEW YORK, INC.

STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2018
 (With Comparative Totals for 2017)

	2018						2017
	Program			Management and General	Fundraising	Total	
	ReStore	Construction Overhead and Other	Total				
Payroll and payroll taxes	\$ 211,757	\$ 160,740	\$ 372,497	\$ 14,235	\$ 18,839	\$ 405,571	\$ 338,196
Tithe and dues to Habitat International	-	42,625	42,625	-	-	42,625	33,375
Depreciation	17,449	11,266	28,715	-	-	28,715	29,183
Vehicle and travel	13,780	3,828	17,608	-	-	17,608	15,088
Advertising	7,074	5,455	12,529	-	5,056	17,585	20,309
Printing and publications	5,851	2,838	8,689	-	2,244	10,933	3,147
Insurance	5,380	3,453	8,833	782	942	10,557	10,295
Credit card processing fees	8,681	509	9,190	-	860	10,050	8,178
Interest	1,441	7,770	9,211	-	-	9,211	8,936
Utilities	7,029	1,973	9,002	-	-	9,002	10,119
Volunteer recognition	3,840	4,203	8,043	-	-	8,043	6,750
Conferences and training	282	2,402	2,684	3,801	49	6,534	16,029
Computer expense	2,618	3,815	6,433	-	-	6,433	4,787
Professional fees	-	-	-	6,250	-	6,250	9,151
Repairs and maintenance	4,522	1,638	6,160	-	-	6,160	7,756
Office supplies and expenses	3,941	793	4,734	-	72	4,806	3,895
Telephone	2,725	1,852	4,577	-	-	4,577	4,640
Tools and equipment	-	1,689	1,689	-	-	1,689	1,668
Postage and delivery	877	545	1,422	-	264	1,686	1,113
Miscellaneous	1,160	12,533	13,693	504	-	14,197	17,531
	<u>\$ 298,407</u>	<u>\$ 269,927</u>	<u>\$ 568,334</u>	<u>\$ 25,572</u>	<u>\$ 28,326</u>	<u>\$ 622,232</u>	<u>\$ 550,146</u>

The accompanying notes are an integral part of these statements.

HABITAT FOR HUMANITY OF ONTARIO COUNTY, NEW YORK, INC.

STATEMENT OF CASH FLOWS
 FOR THE YEAR ENDED JUNE 30, 2018
 (With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 90,470	\$ 383,163
Adjustments to reconcile change in net assets to net cash flow from operating activities:		
Depreciation	28,715	29,183
In-kind property donation	-	(209,000)
Discount on mortgages receivable	75,075	-
Amortization of closing costs	1,299	1,023
Amortization of discount on mortgages receivable	(22,219)	(20,342)
Amortization of discount on mortgage payable	5,559	5,648
Change in reserve for homes available for sale	10,291	-
Change in:		
Construction in progress	(147,707)	(53,082)
Homes available for sale	71,819	(128,543)
Mortgages receivable	(83,245)	38,719
Accounts receivable	(218)	1,874
Accounts payable and accrued expenses	12,280	(16,149)
Funds held for homeowners	(3,321)	1,869
Net cash flow from operating activities	<u>38,798</u>	<u>34,363</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	<u>-</u>	<u>(24,333)</u>
Net cash flow from investing activities	<u>-</u>	<u>(24,333)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Closing costs paid	-	(4,128)
Repayments of long-term debt	<u>(22,482)</u>	<u>(19,286)</u>
Net cash flow from financing activities	<u>(22,482)</u>	<u>(23,414)</u>
CHANGE IN CASH	16,316	(13,384)
CASH - beginning of year	<u>223,619</u>	<u>237,003</u>
CASH - end of year	<u>\$ 239,935</u>	<u>\$ 223,619</u>
NON-CASH FINANCING ACTIVITY:		
Financing of property purchases	<u>\$ -</u>	<u>\$ 39,333</u>

The accompanying notes are an integral part of these statements.

HABITAT FOR HUMANITY OF ONTARIO COUNTY, NEW YORK, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

1. ORGANIZATION

Habitat for Humanity of Ontario County, New York, Inc. (the Organization) is the Ontario County, New York affiliate of the nonprofit, Ecumenical Christian housing ministry of Habitat for Humanity, International, working globally to eliminate poverty housing through the creation of decent, affordable homes in partnership with families, volunteers and donors.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting -

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP).

Financial Reporting -

The Organization categorizes net assets and activities as unrestricted, temporarily restricted, or permanently restricted. At June 30, 2018 and 2017, the Organization reported net assets as follows:

- Unrestricted - Unrestricted net assets include operating resources available for the support of operating activities.
- Temporarily Restricted - Temporarily restricted net assets include resources donated to the Organization subject to time or purpose restrictions as defined by the donor. As of June 30, 2018 and 2017, the Organization had \$88,000 of donated property that was temporarily restricted.
- Permanently Restricted - Permanently restricted net assets include resources subject to donor-imposed restrictions that may be maintained permanently by the Organization. There were no permanently restricted net assets at June 30, 2018 or 2017.

Cash -

The Organization's cash includes bank deposit accounts. These accounts may, at times, exceed federally insured limits. The Organization has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk with respect to cash.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable -

The Organization has accounts receivable from individuals, including homeowners, related to program services provided by the Organization, or, in the case of homeowners, expenses paid for by the Organization that are to be reimbursed by the homeowner. Accounts for which no payments have been received for a significant amount of time are considered delinquent and the account is written-off when customary collection efforts are exhausted. The Organization records an allowance for doubtful accounts in anticipation of future write-offs, based on the historical collection experience of the Organization. No allowance for doubtful accounts was considered necessary at June 30, 2018 or 2017.

Construction in Progress -

Construction in progress consists of homes owned by the Organization that are currently under construction or renovation. These homes are valued at the lower of cost or anticipated sales price.

Homes Available for Sale -

Homes available for sale consists of homes owned by the Organization that are valued at the lower of cost or anticipated sales price. As of the balance sheet date, these homes were either awaiting closing or the current tenants are in a probationary period prior to being eligible for ownership. The reserve on homes available for sale was \$10,291 at June 30, 2018. There was no reserve on homes available for sale at June 30, 2017.

Mortgages Receivable -

The Organization discounts its mortgages receivable. In accordance with instructions from Habitat for Humanity, International, the Organization does not charge interest on mortgages on houses sold to homeowners. By discounting the mortgages receivable, the Organization records the mortgages at the present value of the note payments to be received in the future. Imputed rates of interest that are used in computing the discount vary between 7.39% and 8.48% depending on the origination date of the mortgage. The difference between the face amount of the mortgage and its present value is accounted for as a discount and charged to program expense in the initial year of the mortgage. The discount is then amortized over the life of the mortgage using the interest method and is reported as mortgage discount amortization in the statement of activities and change in net assets.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment -

It is the Organization's policy to capitalize property and equipment with a cost of \$250 or greater and an estimated useful life of more than two years. Purchased property and equipment is stated at cost and depreciated using the straight-line method over an estimated useful life ranging from five to thirty-nine years. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose.

Deferred Financing Costs -

Effective July 1, 2017, the Organization changed its method of presentation relating to deferred financing costs in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2015-03. Prior to fiscal 2017, the Organization's policy was to present these deferred financing costs as loan acquisition costs on the balance sheet, net of accumulated amortization. Beginning in fiscal 2017, the Organization has presented these fees as a direct deduction to the related note payable.

Deferred financing costs represent costs totaling \$7,439 as of June 30, 2018 and 2017, that were incurred in obtaining financing. The costs are being amortized on a straight-line basis through the maturity date of the related notes payable. Amortization expense is reported as interest expense on the statement of activities and change in net assets. Accumulated amortization of these costs totaled \$4,450 and \$3,151 at June 30, 2018 and 2017, respectively.

Restricted Property -

During 2007, the Organization received a contribution of property where the donor reserved life use of the property. An appraisal was completed at the time of the contribution and the fair market value was determined to be \$88,000. The property is classified as restricted property in the accompanying statements of financial position.

Support and Revenue -

Contributions are generally available for unrestricted use in the related year unless specifically restricted by the donor.

Grants and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Support and Revenue (Continued) -

Contributions of non-cash assets are recorded at their fair market value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Fair Value Measurement -

GAAP establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under GAAP are described below:

- Level 1 - Valuations based on quoted market prices in active markets for identical assets or liabilities that the Organization has the ability to access.

The Organization has no assets or liabilities that are valued utilizing level 1 inputs.

- Level 2 - Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, directly or indirectly.

The Organization's received a donation of land in both fiscal 2017 and 2018. The land has been valued using third-party appraisals, which the Organization considers to be level 2 inputs.

- Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The Organization has no assets or liabilities that are valued utilizing level 3 inputs.

Events Occurring After Reporting Date -

The Organization has evaluated events and transactions that occurred between June 30, 2018 and September 25, 2018, which is the date the financial statements were available to be issued, for possible disclosure and recognition in the financial statements.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes -

The Organization has received a letter of determination from the Internal Revenue Service advising it that it qualifies as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code and, therefore, is not subject to income tax. In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Internal Revenue Code.

Estimates -

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Comparative Information -

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

3. MORTGAGES RECEIVABLE

Mortgages receivable secured by real estate, due on various dates with no interest, consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Mortgages receivable	\$ 822,798	\$ 739,553
Discounts on non-interest-bearing mortgages	<u>(476,581)</u>	<u>(423,725)</u>
	346,217	315,828
Less: current portion	<u>(19,011)</u>	<u>(17,364)</u>
	<u>\$ 327,206</u>	<u>\$ 298,464</u>

3. MORTGAGES RECEIVABLE (Continued)

The following are future maturities of mortgages receivable, net of discount, as of June 30, 2018:

	<u>Mortgage</u>	<u>Discount</u>	<u>Net</u>
2019	\$ 41,839	\$ (22,828)	\$ 19,011
2020	39,867	(22,828)	17,039
2021	39,547	(22,828)	16,719
2022	39,547	(22,828)	16,719
2023	39,547	(22,444)	17,103
Thereafter	<u>622,451</u>	<u>(362,825)</u>	<u>259,626</u>
	<u>\$ 822,798</u>	<u>\$ (476,581)</u>	<u>\$ 346,217</u>

4. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Office equipment	\$ 18,724	\$ 18,724
Vehicles	65,511	65,511
Building	284,806	284,806
Land	209,000	209,000
Building improvements	<u>160,192</u>	<u>160,192</u>
	738,233	738,233
Less: Accumulated depreciation	<u>(171,805)</u>	<u>(143,090)</u>
	<u>\$ 566,428</u>	<u>\$ 595,143</u>

5. FINANCING ARRANGEMENTS

Long-Term Debt -

Long-term debt consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Note payable to a financing company in monthly installments of \$686, including interest at 0.99%, through September 2020. The note is collateralized by the related vehicle.	\$ 10,226	\$ 18,317
Mortgage payable to an individual in monthly payments of \$266, including interest at 2.5%, through October 2021.	10,207	13,107
Mortgage payable to an individual in monthly principal payments of \$1,104, including interest at 1%. The note is callable by the debtor at any time after February 2019. The note is collateralized by the building purchased. The mortgage has been discounted at an imputed interest rate of 3.5%.	<u>169,124</u>	<u>180,615</u>
	189,557	212,039
Less: unamortized discount on mortgage payable	(3,653)	(9,212)
Less: unamortized debt issuance costs	(2,989)	(4,288)
Less: current portion	<u>(177,280)</u>	<u>(22,482)</u>
Long-term portion of long-term debt	<u>\$ 5,635</u>	<u>\$ 176,057</u>

The discount on the mortgage payable is being amortized over the term of the mortgage using the interest method.

The future maturities of long-term debt are as follows for the years ending June 30:

	<u>Amount</u>
2019.....	\$ 180,269
2020.....	5,103
2021.....	3,126
2022.....	<u>1,059</u>
	<u>\$ 189,557</u>

5. FINANCING ARRANGEMENTS (Continued)

Line-of-Credit -

During fiscal 2011, the Organization entered into a line-of-credit agreement with a bank. Under the terms of the agreement, the Organization may borrow up to \$100,000. Amounts borrowed bear interest at the prime rate plus 1% (6.00% and 5.25% at June 30, 2018 and 2017, respectively) and are due on demand. The line-of-credit is secured by the assignment of mortgages and payments on nine mortgages held by the Organization. There was no balance outstanding under the terms of the agreement as of June 30, 2018 or 2017.

Debt Covenants -

The Organization has certain financial covenants in connection with its line-of-credit agreement. The Organization was in compliance with these covenants during the years ended June 30, 2018 and 2017.

Interest Paid -

Interest paid under the terms of all financing agreements totaled \$2,353 and \$2,264 during the years ended June 30, 2018 and 2017, respectively.

6. COMMITMENTS

The Organization is an affiliate of Habitat for Humanity International. This relationship allows the Organization the use of the Habitat for Humanity name and certain resources of Habitat for Humanity International such as advertising material, software, website use, etc. In return, the Organization must abide by the mission statement of Habitat for Humanity International. The Organization also voluntarily tithes 10% of all donations that are not restricted for use in the Ontario County region to Habitat for Humanity International.

7. DONATED SERVICES

The Organization receives a significant amount of donated services from unpaid volunteers who assist in home rehabilitation/construction, fund-raising and special projects. The value of non-professional services is not reflected in the accompanying statements, as these services do not meet the criteria for recognition in accordance with GAAP. However, the Organization values donated goods and professional services based on the market value of the goods or services being provided, which are included as support on the statement of activities and change in net assets. The market value of contributed goods and professional services for the years ended June 30, 2018 and 2017 totaled \$36,225 and \$30,480, respectively.

RESOLUTION #2020-007

**A RESOLUTION AUTHORIZING THE CITY OF CANANDAIGUA TO ENTER INTO
A RENEWAL AGREEMENT WITH PATHSTONE CORPORATION**

WHEREAS, in March 2014, City of Canandaigua and PathStone Corporation (PathStone) partnered to provide assistance to low to moderate income homeowners in making repairs to their homes and energy efficiency improvements, known as the Home Energy and Improvement Program; and

WHEREAS, PathStone has submitted a proposal to renew this program with said proposal including the rehabilitation of at least seven homes within the City of Canandaigua; and

WHEREAS, the City is desirous of renewing said partnership with PathStone; and

WHEREAS, PathStone possesses the experience, skill and capacity required to deliver essential services to income-eligible homeowners to receive assistance from the City of Canandaigua under the Home Energy and Improvement Program; and

WHEREAS, the City cost of this proposal is \$53,800 which will be funded from program income in the City's CDBG Fund; and

WHEREAS, additional funds will be provided by other grants awarded to PathStone including grants from the New York State Energy Research and Development Authority; and

WHEREAS, this proposal was reviewed and approved at the January 7th Planning Committee meeting;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Canandaigua hereby authorizes the City Manager to execute an agreement with PathStone for purposes of initiating a Home Energy and Improvement Program; and

BE IT FURTHER RESOLVED that this project will be funded from a not-to-exceed \$53,800 allocation from the City's CDBG Fund.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

**CANANDAIGUA HOME ENERGY IMPROVEMENT PROGRAM (CHEIP)
2020 PROPOSAL**

**PATHSTONE CORPORATION WORKING WITH THE CITY OF CANANDAIGUA TO HELP LOW AND MODERATE-INCOME
FAMILIES REDUCE HOME ENERGY EXPENSES AND MAKE HOMES MORE LIVABLE**

Background: For the past five years PathStone has operated the Canandaigua Home Energy Improvement Program for the City of Canandaigua. The first year, 10 low to moderate income households were assisted, the number of applicants has declined each year since. There is still a great need for home improvement, accessibility, aging in place, and energy efficiency measures among the residents of Canandaigua, some modifications to program guidelines may be required to meet the needs of this population. To broaden the reach of the program; Pathstone would like to amend the existing program to have a tiered matching funds requirement based on the owners financial situation. Homeowners would be responsible for 0%-20% of the total project cost. In addition to site built homes, mobile and manufactured homes located in, or outside manufactured home parks would also be eligible.

Proposal: PathStone is proposing to make some changes to the program to hopefully increase its usage. An aging population often requires home modifications to keep a home livable, items such as grab bars, hand rails, additional lighting, first floor laundries and bathrooms, plus walk in showers would be included in the program. Keeping up with home repairs can also be above the financial and physical capabilities of some low income homeowners. To this end, we propose using grant funds to also address code violations and maintenance items some homeowners cannot fully afford to correct. (A referral will be required from a City of Canandaigua Code Enforcement Officer to correct homes with only code violations.)

Energy Improvements are still a crucial part of this program. Applicants who have not received NYS Weatherization or NYSEDA services will be required to apply to one or both programs to take advantage of the free or reduced cost energy conservation measures these programs offer.

Rental properties will still be included in the program and will require the owner to equally match all funds provided by the City of Canandaigua. Homeowners earning less than 80% of the HUD area median income would not be required to provide matching funds.

Funds will be spent on a first come, first ready to proceed basis. The allocation below is an estimate; either category could receive a larger share of the program budget depending on the readiness to proceed of applicants.

Property Type	Funds per unit	Construction management fees per unit	Total estimated budget
Single family, mobile homes	5 x \$7,500	5 x \$900	\$42,000
Rental Properties	2 X \$5,000	2 x \$900	\$11,800
Total	\$47,500	\$6,300	\$53,800

Benefits: Anticipated program benefits include at least the following:

- Easier access to NYSERDA AHP services for LMI households by offering the required matching funds in the form of a grant.
- Aging in place and accessibility improvements for seniors and physically challenged residents.
- Mobile and manufactured homes, typically excluded from other grant programs, will be able to receive home and energy improvement grant funds.
- Benefits to participants would be lower energy costs and a healthier home environment.
- Homeowners with more deferred maintenance would be referred or enrolled in programs with more resources as well as participating in CHEIP

PathStone's Role: PathStone would be responsible for the following activities:

- Application Review and Applicant Eligibility Determination.
- Project review and site inspection.
- Contractor coordination.
- Permit application.
- Health and safety work scope and contract management.
- Receipt of Contractor invoice and Request for Payment.
- Final inspection of the property and project with City Code Enforcement.
- Match with additional NYS program funding to expand services.
- Administer any additional financial resources secured for this program.

City's Role:

- Continue the grant pool of \$53,800 to match 50% of Assisted Home Performance and Landlord funds and 100% of other repairs or improvements for LMI households plus program expenses.
- Pay 50% of the certified costs of the energy improvement project in the form of reimbursement to PathStone for payments made directly to the contractor.
- Pay 100% of the costs for code violations, accessibility, plus any health and safety portion of the project in the form of reimbursement to PathStone for payments made directly to the contractor.
- Provide Building Code Enforcement as needed.
- Pay PathStone \$900 per completed project.
- Project promotion including updated webpage on City website, mailers to City residents, and code enforcement referrals.
- Total funding for this project would be a maximum of \$53,800 with a goal of reaching at least 7 units.

In summary, CHEIP provides direct home improvement services in the City of Canandaigua with a focus on home energy conservation, accessibility, health, and safety using a blend of State and City funding. The program serves as leverage and a strong foundation for a larger LMI home improvement program by establishing a pipeline of interested households as well as documenting the need for home improvement services.

RESOLUTION #2020-008

**A RESOLUTION AUTHORIZING A SPECIAL EVENT:
EASTERN FREESTYLE STANDARD CHAMPIONSHIP SKIER RECOGNITION**

WHEREAS, the City Council of the City of Canandaigua has received the following application for a special event in the City of Canandaigua:

J EASTERN FREESTYLE STANDARD CHAMPIONSHIP SKIER RECOGNITION

Date: March 20, 2020

Location: Commons Park, Main Street Sidewalks, Coach Street, and Coach Street Parking Lot

Coordinator: Downtown Canandaigua Business Management Association

Time: 4:00-8:00 p.m.

Purpose: Celebrate skiers from around the World coming to our area for the 2020 USSA EQS Eastern Freestyle Championships Opening Ceremony

Expected Number of Participants: 1,000

WHEREAS, this request was reviewed and approved at the January 21st Environmental Committee meeting;

NOW, THEREFORE, BE IT RESOLVED by City Council that permission is granted to hold the abovementioned special event, in accordance with the submitted application, at the time and location listed, under the following conditions:

- 1) that no fee or admission shall be charged to the general public for admission to the special events; and
- 2) that alcoholic beverages are not permitted to be sold or consumed on public property; and
- 3) that if the event coordinators intend to place any signs in the Main Street median, such signs shall only be allowed by permit of New York State Department of Transportation; and
- 4) that the event coordinator will ensure that all tents that are required to be inspected will be inspected prior to the start of the special event; and
- 5) that a detailed summary of all costs under the City's special event policy will be provided to the event coordinators for reimbursement.

BE IT FURTHER RESOLVED that the organizers of the Special Events shall adhere to any regulations that the City Manager, or the City Police Department, shall establish to ensure the health and safety of Canandaigua residents and visitors throughout these events.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer

APPLICATION FOR A SPECIAL EVENT

CITY OF CANANDAIGUA
City Manager's Office
2 North Main Street
Canandaigua, NY 14424
(585) 396-5000 x 5000 Fax (585) 396-5016

Processing Fee of \$50.00 must accompany this application for the review process to begin.
All processing fees are non-refundable. Applications must be submitted a minimum of 45 days prior to the event. *Applications submitted without the fee or less than 45 days before an event will not be processed.*

PLEASE READ ALL RULES, REGULATIONS, POLICIES AND PROCEDURES

SPONSOR INFORMATION

Name: Downtown Canandaigua Business Management Association **Phone Number:** 585-396-0300

EMAIL Address: cdgabid@ahoo.com

Address: 115 South Main Street Canandaigua, NY 14424

EVENT INFORMATION

Name of Event: Eastern Freestyle Standard Championship Skier Recognition

Date(s) of Event: 03/20/2020

Purpose: Celebrate Skiers from around the World coming to our area for the
2020 USSA EQS Eastern Freestyle Championship - Opening Ceremony

Location: Commons Park, Main Street Sidewalks, Coach Street and Coach Street
Parking Lot

Time: 4-8

Attendance Estimate: 1000

TYPE OF EVENT (SELECT ONE) –See Definitions on pg 4

FESTIVAL Set up Time/Time of Assembly: 12:00

BLOCK PARTY Date of Set up: 3/20/2020

PARADE Take-Down Time/Time of Disbandment: 8 pm

RACE WALK Date of Take down: 3/20/2020

OTHER EVENT

EVENT ACTIVITIES (FILL OUT ALL THAT APPLY)

Activities Planned: (Entertainment, Vending, Fireworks, Gaming etc. Please attach any additional information that will help explain your event such as a flyer):

See attached letter from Bristol Mtn. The BID is working with them to create a Welcoming environment and Opening Ceremony to celebrate the skiers and their families.

We would like to have skiers march from City Hall to Antis Street on the sidewalks carrying their country/home mtn flag. The skiers will be welcomed at the Commons Park with either a DJ or live band. The athletes range from 8-16 years old.

They would like to have food vendors and a welcome atmosphere for the attendees after they march down the sidewalk, I will also be working on a marching band or music to lead them on the sidewalk. Once the parade is over they will have an awards ceremony and then everyone will be free to shop and dine in downtown while getting to know each other. We will also roll out several of our large family games in the Commons area. We will be asking the Merchants to supply items for Welcome Bags.

Security Arrangements: Canandaigua BID

Clean Up Arrangements: Canandaigua BID

Street(s) To be Closed:

Will Alcoholic Beverages be Served? no **Sold?** no

Will You Need a Tent? Information Tent **Size of Tent:** 10x10 to 20x20 couple locations

Will Do Open-Flame Cooking? **Size of grill surface:**

(Please refer to Rules on pg 6 and Fees on pg 7 for tent and cooking inspections)

FOR PARADES/RACES/WALKS: (Attach Map of Route – REQUIRED FOR APPLICATION)

Event held on (Select one): Sidewalk Street

Place of Assembly: City Hall Parking Lot on Main and along West Ave

Place of Disbandment: Commons Park

Number of Volunteer Marshals:

Approximate Number of Parade Units/Participants: 250 kids

Entrance Fee (\$): \$ **Pre-Registration Required:**

SPECIAL EQUIPMENT/SERVICES REQUESTED

Fees may be charged for these services

ITEM	QUANTITY	NECESSARY DETAILS
Traffic Cones		
Litter Barrels		
Barricades	8	Coach Street Lot and Coach St from Chase bank Drive to Main St. for safety reasons
Snow Fencing (ft)		
Traffic Control		
Police Escort		
Special Services		

SIGNS (See Rules on Page 6)

ALL SIGNS ON CITY PROPERTY MUST BE APPROVED BY COUNCIL

Number of Signs: 1 Welcome Sign **Size:** 24" x 36"

Where Located: Main Street Median

RULES AND REGULATIONS

The City:

1. The City of Canandaigua reserves the right to determine to whom permits are issued. Once a permit is issued, the permit must be carried during the event and shown upon request.
2. This permit may be canceled by the City upon its determination that the permittee is in violation of the terms and conditions under which the permit was granted. Said cancellation would be effective upon notification to permittee of cancellation.
3. The City will not be responsible for any sums of money expended by permittee in anticipation of the planned activity.

The Permittee:

4. The permit is not transferable. Only areas specifically designated in the permit/agreement are to be used.
5. Permittee agrees to have a responsible person available on-site for the entire duration of the activity.
6. **The permittee agrees to perform all required maintenance and clean-up of the event site during and after the event.** All areas must be left in an orderly condition after use. Misuse of areas by any and all persons at the activity is the responsibility of the permit holder.
7. **The permit holder is responsible for payment for any damages to area or equipment.**
8. **Permittee shall be responsible for all City costs associated with the event as set forth on the Permit and paid in advance of the event.**
9. All activities permitted hereunder must be operated in conformity with all applicable laws and regulations and policies and procedures(as attached) including, but not limited to, all safety and health laws as may apply. Participants are to obey all traffic control devices and/or police commands.

INDEMNITY

Permittee hereby agrees to indemnify and hold harmless the City of Canandaigua, its officers and employees from any and all claims of damages to persons or property that may result from the activities permitted hereunder. The permittee shall furnish Corporate surety or proof of insurance for such indemnity and in such amount as may be deemed requisite. Permittee agrees that he/she will be responsible for security to protect the internal operations of said activities. The requirements of this paragraph shall not apply to activities protected under the First Amendment.

_____, deposes and says that he/she is the named Sponsor of the Special Event and that the statements in said application are true. Sponsor acknowledges that he/she has been provided a copy of the Special Event policy of the City of Canandaigua as well as the rules and Regulations and agrees to be bound thereto.

Dennis K Chapel 1/9/20
Signature of Applicant Date

[Signature] 1/9/2020
Signature of Witness Date

2020 USSA EQS Eastern Freestyle Championships
March 20 – 22, Bristol Mountain, NY
Opening Ceremony Request

This coming March Bristol Mountain will be hosting the 2020 USSA EQS Eastern Freestyle Championships. The event is the culmination of the entire season of competition. There will be three days of actual competition and at least one day of training per event. There will be three different competitions all of which will be judged by a panel of USSA certified judges. On Friday, March 20th the Slopestyle competition will be held. In this event skiers will negotiate a series of terrain features which may include jumps, rails, spines, quarter pipes, etc. On Saturday the Mogul competition will be held where skiers ski through a heavily moguled course and perform two different jumps during the process. On Sunday the Aerial event will be held where skiers will perform one jump on the aerial site. All of these events are Olympic events.

The athletes who will be competing come from virtually every state in the Northeastern USA and Ontario, Canada. There are over 1000 athletes competing throughout the season to earn an invitation to this event. Between the three events approximately 250 athletes will be invited and ultimately attend the event. The majority of the athletes range between 8 and 16 years of age. Some of these athletes will eventually progress in the sport to the level of the US Freestyle Team and may even some day ski on the World Cup circuit and in the Olympics. Bristol last held this event in 2008 and two athletes from that field represented the USA in Korea at the Olympics in 2018.

All athletes who will be participating are licensed USSA competitors. The US Ski and Snowboard Association is the governing body of the sport of Freestyle Skiing. The Eastern Division of USSA is comprised of primarily all states east of (including) Ohio.

The event organizing committee would like to host an opening ceremony/parade in downtown Canandaigua on Friday, March 20th at roughly 6pm. Athletes will be arranged by their teams and march in the parade which would ideally end in a location that we could line up food trucks, a DJ and perhaps a small tent. A marching band would be ideal as well. Our hope is that local businesses may offer incentives to make purchases in their shops and this event would show off the great city of Canandaigua. As part of the ceremony we will make some brief welcoming remarks and distribute awards from the SlopeStyle competition.

The Bristol Freestyle Team genuinely thanks you for your consideration in this matter and we look forward to working with you on this very exciting event!

RESOLUTION #2020-009

**A RESOLUTION AUTHORIZING A SPECIAL EVENT:
THE CANANDAIGUA MILE**

WHEREAS, the City Council of the City of Canandaigua has received the following application for a special event in the City of Canandaigua:

) *The Canandaigua Mile*

Date: May 2, 2020

Location: Main Street Canandaigua

Coordinator: Abbie Sullivan

Time: 9 a.m.

Purpose: Race and Community Event

Expected Number of Participants: 200

WHEREAS, this request was reviewed and approved at the January 21st Environmental Committee meeting;

NOW, THEREFORE, BE IT RESOLVED by City Council that permission is granted to hold the abovementioned special event, in accordance with the submitted application, at the time and location listed, under the following conditions:

- 1) that no fee or admission shall be charged to the general public for admission to the special events; and
- 2) that alcoholic beverages are not permitted to be sold or consumed on public property; and
- 3) that if the event coordinators intend to place any signs in the Main Street median, such signs shall only be allowed by permit of New York State Department of Transportation; and
- 4) that the event coordinator will ensure that all tents that are required to be inspected will be inspected prior to the start of the special event; and
- 5) that a detailed summary of all costs under the City's special event policy will be provided to the event coordinators for reimbursement.

BE IT FURTHER RESOLVED that the organizers of the Special Events shall adhere to any regulations that the City Manager, or the City Police Department, shall establish to ensure the health and safety of Canandaigua residents and visitors throughout these events.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer

APPLICATION FOR A SPECIAL EVENT

CITY OF CANANDAIGUA
City Manager's Office
2 North Main Street
Canandaigua, NY 14424
(585) 396-5000 x 5000 Fax (585) 396-5016

Processing Fee of \$50.00 must accompany this application for the review process to begin.
All processing fees are non-refundable. Applications must be submitted a minimum of 45 days prior to the event. Applications submitted without the fee or less than 45 days before an event will not be processed.
PLEASE READ ALL RULES, REGULATIONS, POLICIES AND PROCEDURES

SPONSOR INFORMATION

Name: Abbie Sullivan

Phone Number: (585) 329-8289

EMAIL Address: abbie.sullivan2241@gmail.com

Address: 5 Tamarack Drive, Canandaigua

EVENT INFORMATION

Name of Event: The Canandaigua Mile

Date(s) of Event: 5/2/2020

Purpose: Race/Community Event

Location: Main St. Canandaigua

Time: 9 am

Attendance Estimate: 200

TYPE OF EVENT (SELECT ONE) - See Definitions on pg 4

FESTIVAL

Set up Time/Time of Assembly:

BLOCK PARTY

Date of Set up: 5/2/2020

PARADE

Take-Down Time/Time of Disbandment:

RACE WALK

Date of Take down: 5/2/2020

OTHER EVENT

EVENT ACTIVITIES (FILL OUT ALL THAT APPLY)

Activities Planned: (Entertainment, Vending, Fireworks, Gaming etc. Please attach any additional information that will help explain your event such as a flyer): A 1 mile running race from the corner of Buffalo ~~W. 4th~~ + Main to the Commons park. The hope is to bring the community + local businesses together. Will need to close 1 lane of traffic for approx 45 min.

Security Arrangements:

Will provide Volunteers

Clean Up Arrangements:

Street(s) To be Closed: Right lane of Main South Bound

Will Alcoholic Beverages be Served? No **Sold?** No

Will You Need a Tent? No **Size of Tent:** N/A

Will Do Open-Flame Cooking? No **Size of grill surface:** N/A

(Please refer to Rules on pg 6 and Fees on pg 7 for tent and cooking inspections)

FOR PARADES/RACES/WALKS: (Attach Map of Route – REQUIRED FOR APPLICATION)

Event held on (Select one): Sidewalk Street

Place of Assembly: Race start at intersection of Buffalo + Main

Place of Disbandment: Commons Park

Number of Volunteer Marshals: 15

Approximate Number of Parade Units/Participants: 200

Entrance Fee (\$): \$25 (depending on cost) **Pre-Registration Required:** Yes

SPECIAL EQUIPMENT/SERVICES REQUESTED

Fees may be charged for these services

ITEM	QUANTITY	NECESSARY DETAILS
Traffic Cones	Unknown Quantity	
Litter Barrels		
Barricades	Unknown	
Snow Fencing (ft)		
Traffic Control		
Police Escort		
Special Services		

SIGNS (See Rules on Page 6)

ALL SIGNS ON CITY PROPERTY MUST BE APPROVED BY COUNCIL

Number of Signs: ² (Finishline + Startline) **Size:** Unknown - 6"?

Where Located:

POLICIES AND PROCEDURES

GENERAL POLICY STATEMENT

The City of Canandaigua ("City") establishes a policy for a uniform method of processing applications and regulations of Special Events held within the City. This policy shall apply to all special events that take place on property owned or controlled by the City. Any person or organization wishing to sponsor or hold a Special Event in the City will be required to complete a Special Event Application and obtain proper Permits.

DEFINITIONS

Block Parties: A block party is defined as an event which is organized and held by residents of a street as a SOCIAL event. No attendance or participation fees are charged. However, food, goods and services are often donated to support the event. If Block Party attracts people beyond the street, the event is NOT considered to be a block party.

Festival: An event is defines as a festival if one or more of the following activities occur: (1) An admission fee is charged; (2) Vendors sell products/wares; (3) Carnival games/amusement rides are offered for a fee; (4) Attendance is double the estimated population in the area where the event is to be held; (5) Purpose of event is a fundraiser; (6) Interference with parking and safe movement of pedestrians and/or vehicular traffic in the area; (7) If alcoholic beverages are sold; and (8) If electrical energy is used for amplification and/or lighting.

Impromptu Special Events – Opportunities for positive public use of City resources with little or no advance notice, for example a school field trip to the Public Safety Department, a Boy Scout civil service program or traffic control for a political motorcade.

Permit – Written consent issued by the City Manager indicating permission to hold the event pursuant to this policy.

Public Property – City owned property, including but not limited to buildings, parks, rights of way and parking lots and City services, including but not limited to Public Works, Public Safety and Administration.

Public Special Event – An event open to the general public for the benefit of public or not-for-profit entities or purposes.

Private Special Event – An event not open to the general public or an event held to generate revenue for private entities or purposes.

Recurring Special Event – A public or private special event held in consecutive years following initial City Council action approving said event.

PROCESS:

1. All special event requests, other than Impromptu Special Events, shall be submitted to the City Manager's Office on the City's *Application for Special Events* and include any information requested on the application along with a check in the amount of fifty (\$50) dollars for processing the application. This application fee is non-refundable.
2. In order for the application to be processed, said application with the processing fee must be submitted forty-five (45) days prior to the scheduled event. Incomplete applications or applications submitted less than 45 days prior to the event will not be processed.
3. Upon submittal of the application the City Manager will forward the application to the various Department Heads for their review and comments related to whether: 1) the proposed location is adequate for the size and nature of the event; 2) the event does not unreasonably interfere with the activities of people living or working in the area; 3) the event is not likely to cause injury to persons or property; 4) the event does not create a disturbance, cause disorderly conduct, or encourage or result in violation of the law; 5) the availability of city personnel and equipment; and 6) any other

concerns related to the general health and safety of the public. Any conditions, including alternate routes or sites to ensure the health and safety of the citizens may be set by the City Council, City Manager or Department Head, and shall be incorporated into the granting of any permit.

4. The application will be also be forwarded to the Office of the Clerk/Treasurer for review and determination of insurance coverage requirements. The City shall require that all sponsors of special events, excluding Block Parties, provide general liability insurance coverage in the minimum amount of one million dollars. Festivals and Races shall provide a minimum of two million dollars general liability insurance. The City may require the sponsor and/or vendor to provide higher levels or insurance, coverages, and policies as deemed necessary based on specific event risk factors and review by the City's insurer. After reviewing the description of the event and potential risk factors, the City will notify the sponsor of what insurance specific coverage is needed. At least 20 days prior to the event an event sponsor shall be required to provide a valid Certificate of Insurance naming the City of Canandaigua as an additional insured.
5. The City may place additional requirements on any event. These requirements may include specific staffing levels for Police, Fire, Paramedic, Public Works or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of this policy and the fee schedule. Where possible during the review process Department Heads will provide estimates of anticipated work performed by City Personnel and related costs.
6. After review of the application from the various departments, the City Manager is hereby authorized to permit certain events on City property or the use of Public Property provided such use is for the benefit of the public and, in the judgment of the Manager; such use is consistent with the goals and directives of the City Council. Such administrative approval is limited to Impromptu and Recurring Special Events. Prior to approval the City Manager shall forward copies of requests for these Special Events to the next scheduled Committee for discussion and direction. All other Special Events shall be presented to the City Council for review and approval or denial. Special Events that are approved by Resolution of City Council and are conducted in accordance with the terms of the granted Permit shall be considered a recurring event in future periods. Such events may be administratively approved provided individual Council members do not request repeated Council review. All permits will be granted on a first-come, first-served basis.
7. If an application is denied, the applicant may appeal the decision through an Article 78 proceeding.
8. If the permit is approved, on the day of the event the Police Department and Public Works Department will provide personnel and equipment in accordance with the terms of the permit to provide adequate traffic control and assistance to ensure that the health, safety and welfare of the citizens of the City are protected.
9. The applicant will be required to execute an Indemnity Agreement holding the City harmless for any and all accidents, claims, etc., which may occur as a result of such an approved event.
10. Permit holders are on notice that if situations develop that effect the health, safety and welfare of residents, the Police Department, Fire Department, Code Enforcement Office, or the Public Works Department are authorized to cancel the event at any time.
11. On the day of the event, the permit must be available and ready for display upon the request of the Police, Fire Department, Code Enforcement and/or Public Works Department. In the event that the applicant has not paid the appropriate fees and picked up the permit, or if the permit is not at the scene of the event, or a permit was not applied for, the event will not be allowed to occur.

GENERAL INFORMATION

1. Vendor License Requirements

- All food/beverage vendors must have valid New York State Health Department licenses. Additionally the City must inspect all food vendors' cooking devices. This inspection requires an Operating Permit. A vendor acting through a Special Event Permit shall not be required to obtain a Vendor License under Chapter 538 of the Municipal Code. The inspection for such permit is \$60 per inspector per hour. Food/Beverage Vendors are responsible for any and all fees related to obtaining a food license.
- Food/Beverage Vendors are required to comply with all Ontario County Health Department or all New York State Health Department rules and regulations for Temporary Food License Facilities.
- Food/beverage vendors should contact the Health Department well in advance of the event date.

2. Two Or More Applications For The Same Event Date

In the event that two or more Special Event Applications are received for the same date and time prior to the approval of either event, the date and time that each application was received by the City shall determine the order of preference. Once a Special Event approval has been granted, it shall be the policy of the City to not award further permits for the same date, time, and general location. In the event that two or more Special Event Applications are received at the same time for the same date and time, the City Manager has authority to resolve date and time conflicts with the sponsors filing each application.

3. Signs.

If signs and banners are going to be displayed throughout the City, the sponsor must provide detail of the signs in the application with respect to sizes, numbers, and locations where signs will be displayed. The permit holder is not authorized to place signs in City right of ways or in the Main Street median, unless the Permit provides otherwise. Should this occur, the Code Enforcement Department is authorized to remove such signs. Continued placement could lead to revocation and cancellation of the Special Events Permit. Signage can be placed on private property with the consent of the owner and in accordance with the City's sign ordinance. All signs must be removed the day after the Special Event. If the City removes the signs after that period the event sponsor will be responsible for a fee of \$50 per sign removed.

4. Tents.

Tents and membrane structures larger than 200 square feet and canopies larger than 400 square feet, whether on public or private property, require an inspection by the City and an Operating Permit. The inspection for such permit is \$60 per inspector per hour. For information regarding the installation of tents the applicant must contact the Fire Department at 585-396-5050.

5. Block Parties.

As a condition of Permit Approval, for first-time events at least 60% or the residents must agree to have the street closed and 100% of the residents on streets to be closed must be notified in writing at least 3 weeks prior to the event. A signed petition and Street Closing Permit must be attached to the application. Permittees must ensure that attendees comply with the City's Noise Ordinance and Alcohol Policy. Street Closures shall be limited to one block and street barricades must be placed only at street intersections. Insurance is not required for a Block Party.

6. Refuse.

At the conclusion of the Special Event all refuse must be disposed of properly and the site returned to its condition prior to the Special Event

7. Prohibited Activities.

No games of chance, amusement rides, or bounce houses are permitted on public property.

FEES FOR SPECIAL EVENTS

Excepting the Downtown Business Improvement District, fees shall be charged for City services provided to Special Events as follows:

Application Fee. At the time of the submission of an application for a special event, the applicant shall pay a non-refundable processing fee of fifty (\$50.00) dollars.

Hourly Rate shall be the hourly rate, as established by the City Administration, for any employee working on a special event outside of standard work hours. Hourly Rate shall include expenses related to the employee including fringe benefits, or as established by the City.

Equipment Rental: City equipment required for an event shall be charged to the event if used during other than normal work hours. The rate for equipment shall be a reasonable rate as determined by the Director of the Public Works Department.

Replacement Fee: There is a replacement fee for any equipment that is not returned in the same condition in which it was delivered. Following are some **replacement costs for equipment:** plastic litter barrels @ \$20 each, barricades @ \$100 each, snow fencing @ \$25 per 50 foot roll, cones @ \$15 per cone.

Other Out of Pocket Expenses: Actual cost of other expenses such as electrical supplies, solid waste removal, cost of mailings, and equipment rental charges will be charged back to the event.

Inspection Fees. Use of a tent that is larger than 400 square feet, regardless of whether on public or private property and/or the commercial outdoor cooking of food require separate inspections and permits by the City of Canandaigua. The applicant is responsible for obtaining these permits at the current inspection rate of \$60.00 per inspector per hour, with a minimum of 1 hour. **It is the responsibility of the event coordinator to contact the fire department to schedule inspections at 396-5050.**

Park and Facility Rental Fee: A **separate application** is to be made for the rental of any parks or pavilions. The fee will be assessed and paid upon submission of the Park and Facility Use Form. Separate rules and regulations are on that form. To reserve a park please call the Department of Public Works at 585-396-5060.

RESOLUTION #2020-010

A RESOLUTION AUTHORIZING THE CLIMATE SMART CANANDAIGUA TASK FORCE TO COLLECT A GREEN VENDOR FAIR REGISTRATION FEE

WHEREAS, the Climate Smart Canandaigua (CSC) Task Force is holding a Green Vendor Fair on Saturday, March 28, 2020; and

WHEREAS, the CSC Task Force is requesting authorization from City Council to charge a fee from anticipated 30+ vendors intending to participate; and

WHEREAS, the one-time, \$10 fee with payment made to the City of Canandaigua would be to reserve a table at the Green Vendor Fair, with any revenue generated from this fee being used to cover costs associated with promoting the event, i.e. mailing, posters, boosted Facebook posts, and other media; and

WHEREAS, per NYS Law, the fee charged must offset any costs associated with holding the event, and cannot be used as a revenue generator; and

WHEREAS, this proposal was reviewed at the February 4th Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the Climate Smart Canandaigua Task Force to assess a one-time registration fee of no more than \$10 for participants of the Green Vendor Fair; and

BE IT FURTHER RESOLVED, that any revenue generated from this fee is used to cover costs associated with promoting the event, i.e. mailing, posters, boosted Facebook posts, and other media.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer



February 2020

- 1
- 2
- 3
- 4

Dear

The City of Canandaigua and Climate Smart Canandaigua invite you to participate in a Green Vendor Fair on Saturday, March 28, 2020, from 10:00AM to 1:00PM. This special event will be an opportunity for you to introduce your business to our community, network with other local green businesses, and educate our community members about green products and services that are available locally.

The Green Vendor Fair will be held at the Canandaigua Elementary School Link Gym, 96 W Gibson St, Canandaigua. We hope to feature at least three dozen green businesses, and attract an audience of approximately 300 interested individuals who reside in Ontario County.

To participate in this event, please complete the enclosed form by February 21 along with a payment of \$10.00 to secure a table. This modest fee will help us promote the event to a broad audience and support public education and awareness activities sponsored by Climate Smart Canandaigua in 2020.

Climate Smart Canandaigua is a volunteer-led task force appointed by the Canandaigua City Council to assist the City with achieving and maintaining a Climate Smart Community Certification. All efforts are aimed at reducing greenhouse gas emissions and adapting to a changing climate.

One of the ways we can address climate change in our community is to raise awareness about the choices people have to live in a more environmentally-responsible manner. Community feedback tells us that people want to make the right choices when it comes to the environment, but don't know where to turn for information. The Green Vendor Fair will connect people to local businesses that have made a commitment to more sustainable, healthier world.

We hope you will join us at Canandaigua's first-ever Green Vendor Fair!

Sincerely,

Suzette Van der Sterre
Chair, Climate Smart Canandaigua

Rob Richardson
Assistant Manager, City of Canandaigua



GREEN VENDOR FAIR APPLICATION 2020

Please complete this form and mail with a payment of \$10.00 to Rob Richardson, City of Canandaigua, 2 N Main St, Canandaigua, NY 14424 by February 21, 2020.

Questions? Contact CSC member and Event Co-chair Maria Bucci at jenkinsbucci@gmail.com.

Business Name _____
 Contact Name _____
 Business Address _____
 Contact Phone _____ Contact Email _____

Vendor Fee

\$10.00 per business. Make checks payable to the City of Canandaigua and enclose with this form.

Event venue

Canandaigua Primary-Elementary School Link Gym, 96 W Gibson St, Canandaigua

Display parameters

Vendors will be assigned a 6' table for display purposes. Chairs will be provided. Parking is available adjacent to the School Gym. Restrooms are on-site. Visual displays are encouraged.

If your business requires an outside display area, please check this box.

If your business requires an electric plug-in, please check this box.

We are striving to make this a Zero Waste event. Please consider using computer presentations instead of handouts. If handouts are required, please use sustainable printing practices. If providing giveaways, please offer items that contribute to a Zero Waste goal (i.e. reusable water bottles/travel mugs, recycled pads of paper, plants/seeds, LED light bulbs, or reusable bags, instead of pens or plastic toys).

Vendors are expected to be in place and set up by 10:00AM on the day of the event and to stay for the duration of the event until 1:00PM. Volunteers will be available to help carry items to and from your vehicle.

Please use this space to describe the green business service/activity you will feature at this event. We will use this information in event promotions. Thank you.

RESOLUTION #2020-011

**A RESOLUTION AUTHORIZING A CONTRACT FOR VOLUNTEER FIRE SERVICES
WITH ERINA HOSE COMPANY #1**

WHEREAS, the City of Canandaigua Fire Department is a combination department where fire protection services utilize a paid professional staff and volunteer companies; and

WHEREAS, Erina Hose Company No.1 is a volunteer fire company which the City of Canandaigua contracts to supplement the paid fire department, with a Fire Services Agreement; and

WHEREAS, the 2020 agreement states that, in exchange for at least five (5) active firefighters, the City will contribute 4 quarterly payments of \$875 totaling \$3,500 for the year; and

WHEREAS, to be considered an “active firefighter,” volunteers must attend at least six (6) emergency calls and three (3) drills in each quarter of the calendar year with the Fire Chief having the final determination on whether or not a volunteer has met these requirements; and

WHEREAS, Staff recommends authorizing the fire services contract to supplement the professional fire department in 2020; and

WHEREAS, the proposal was reviewed at the February 4th Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the City Manager to execute the 2020 Fire Services Agreement with Erina Hose Company #1 in substantially the same form as attached hereto and made a part thereof.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA

ERINA HOSE COMPANY

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of February, 2020 between the City of Canandaigua, a Municipal Corporation within the County of Ontario, State of New York, hereinafter referred to as “City” and the Erina Hose Company, a fire company organized under the provisions of the Charter of the City of Canandaigua, New York, hereinafter referred to as “Company.”

WITNESSETH

WHEREAS, the Company is engaged in the conduct and operation of furnishing fire protection to all property within the Canandaigua Fire District; and

WHEREAS, the City is desirous of contributing support to the operation of said Company,

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The Company agrees to furnish fire protection to the Canandaigua Fire District by responding immediately to all calls for fire protection within the Canandaigua Fire District, regardless of time such calls are made.
2. The Company agrees to comply with all orders issued by or under the direction of the Fire Chief of the City of Canandaigua pertaining to the method and manner to be used in subduing any and all fires.
3. The Company agrees to provide at least five active firefighters. Active firefighter, for the purposes of this agreement, is defined as having attended at least 6 emergency calls and 3 drills for each quarter of the calendar year. The Fire Chief shall have the final determination of whether or not a member has met the criteria for an active member.
4. Upon the Fire Chief’s satisfaction that the Company has met the requirement for five active firefighters as set forth in paragraph 3, the City will contribute to the Company as follows:

	PER QUARTER	TOTAL ANNUAL
2019	\$625	\$2,500
2020	\$875	\$3,500
2021	\$1,000	\$4,000

5. This Agreement is to remain in full force and effect for three (3) years beginning January 1, 2019, and ending December 31, 2021. The Agreement, however, may be terminated at the option of either party upon thirty (30) days written notice. In the event this Agreement is terminated by the Company pursuant to this paragraph, the City shall be entitled to proration of the consideration paid by the City to the Company for service pursuant to this Agreement.

CITY OF CANANDAIGUA

ERINA HOSE COMPANY

John D. Goodwin
City Manager

Ryan Zanghi
President

RESOLUTION #2020-012

A RESOLUTION DECLARING USED AND UNWANTED CITY VEHICLES SURPLUS

WHEREAS, there exists used and unwanted vehicles, so noted on the attached list, that are no longer essential to the operations of the City of Canandaigua; and

WHEREAS, it is necessary to declare as surplus the vehicle on the attached list such that they may be sold at public auction, via sealed bid, or as trade ins; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Canandaigua hereby declares as surplus the vehicles contained on the attached list and they are to be sold to the highest bidder at a public auction, through sealed bids or to be traded in on future equipment purchases pursuant to City and State purchasing guidelines.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer

Surplus Vehicles- February 2020

) 2011 Stone Asphalt Roller	Ser# 522011376
) 2011 Ferris IS1500 Zero Turn	Ser# 2013824215
) 2009 Mack Garbage Truck	Vin# 1M2AU04C69M002866
) 2008 Ford E-250 Van	Vin# 1FTNE24W98DB55152
) 1999 International 4700	Vin# 1HTSCABM0XH627284
) 2014 Ford Police Interceptor	Vin# 1FAHP2MK3EG186059
) 2004 Chevrolet C8500	Vin# 1GBP8C1C74F502576
) 2008 Mack Dump Truck	Vin# 1M2AX09CX8M002965
) 1978 Honda Motorcycle	Vin# CB400T4069497
) 1978 Honda Motorcycle	Vin# CB400T4069495
) 2009 Ford F-550 Dump	Vin# 1FDAF57R79EA63967
) 2008 Ford F-350 Stake Body	Vin# 1FDWF36568EA86258
) 2011 Chevrolet 1500 Pickup	Vin# 1GCNCPEX5BZ460023

RESOLUTION #2020-013

A RESOLUTION AWARDING A CONTRACT FOR OVERHEAD DOOR MAINTENANCE

WHEREAS, the City's contract for maintenance on overhead doors at all its facilities expired, and bids were opened on January 10th for this service; and

WHEREAS, of the three (3) vendors solicited, two (2) did not submit bids; and

WHEREAS, the only response came from DBA Tri-County Overhead Door (now Alliance Door and Hardware, Inc), located at 55 Alliance Drive in Rochester, NY with a bid of \$6,475.20 with an hourly rate of \$134.90 and a travel charge of \$134.90; and

WHEREAS, Staff recommends awarding the contract to Alliance Door and Hardware Inc., and this recommendation was reviewed at the February 4th Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby awards a maintenance contract for the overhead doors at all our facilities to Alliance Door and Hardware, Inc., located at 55 Alliance Drive in Rochester, NY with a bid of \$6,475.20 with an hourly rate of \$134.90 and a travel charge of \$134.90; and

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA

BID TABULATION

OVERHEAD DOOR MAINTENANCE

Bid Opening: Friday, January 10, 2020 – 10:00am

<u>BIDDER</u>	<u>Bid Amount</u>
<p>DBA Tri-Co Overhead Door- (Now Alliance Door and Hardware, Inc.) 55 Alliance Drive Rochester, NY 14623 585-924-3210 George Ester, Service Mgr. gester@tricodoor.com</p>	<p>Total \$6475.20 Hourly rate \$134.90 Travel Charge \$134.90 Expenses- parts used- mfg. list less 10%</p>
<p>Hamburg Overhead Door 5659 Herman Hill Road Hamburg, NY 14075 716-649-3600 Estimators@hamburgdoor.com jk@hamburgdoor.com</p>	<p>No Bid</p>
<p>Pugsley Overhead Door Systems LLC 177 Niagara Street Canandaigua, NY 14424 585-393-1170 Anne Pugsley_door@frontiernet.net</p>	<p>No Bid</p>

RESOLUTION #2020-014

A RESOLUTION RENEWING THE MILL STREET GROUND LEASE AGREEMENT

WHEREAS, in 2012, the City entered into a ground lease agreement with businesses on Main Street for the use of bulk waste receptacles on Mill Street, also known as “dumpster farms;” and

WHEREAS, the original agreement included multiple businesses, but the only active participant is the Gateway Grille; and

WHEREAS, the initial agreement was for one year, and included a provision for four (4) additional 12-month terms, and upon mutual consent from both parties has been renewed annually; and

WHEREAS, this agreement and the additional 12-month terms expired at the end of 2019, and needs to be renewed in order to allow Gateway Grille continued access to the dumpster farm; and

WHEREAS, Staff recommends renewing the agreement, and utilizing the structure of the initial contract to include four (4) additional 12-month terms; and

WHEREAS, this recommendation was reviewed at the February 4th Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the City Manager to execute a ground lease agreement with the Gateway Grille for one year, with a provision for four (4) additional 12-month terms upon mutual consent from both parties.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Agreement”) is made this ___ day of _____, 2020 by and between the City of Canandaigua (“Lessor”), a municipal corporation with offices at 2 North Main Street, Canandaigua, New York and Gateway Grille, Inc., a business with offices at 151 South Main Street, Canandaigua, New York (“Lessee”).

WITNESSETH:

WHEREAS, Lessee wishes to lease certain property in the Mill Street Municipal Parking Lot (as set forth on the attached map) (the “Leased Premises”) from the Lessor for the limited purpose of storing containers for solid waste and recyclables, and the disposing of such solid waste and recyclables in said storage containers, and Lessor is willing to lease the Leased Premises to Lessee; and

WHEREAS, Lessor is willing to lease the Premises to Lessees in furtherance of Lessor’s commitment to support local businesses and maintain a clean, sanitary, and orderly downtown business district; and

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Lease is made upon the terms, covenants, and conditions hereinafter set forth.

I. LEASE AGREEMENT

1. Initial Term. The term of this Lease shall be 12 months commencing on the 1st day of January, 2020 (“Commencement Date”) and terminating on the 31st day of December, 2020 (“Initial Term”).

2. Renewal Terms. Upon the mutual consent of both parties this Lease may be extended for four (4) additional 12-month terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase annually as provided in Paragraph 3(a). Absent a written consent of both parties to renew this Lease it shall automatically terminate at the expiration of the Initial Lease term or any subsequent Renewal Terms.

3. Consideration.

(a) During the Initial Term, Lessee shall pay Lessor the annual sum of \$1063.80 to be paid in equal monthly installments of \$ 88.65 as rental (“Rent”). Beginning with the first month of any Renewal Term, and for each year thereafter for the duration of the Lease, including any Renewal Terms, the monthly rent will increase by 5% over the previous year’s monthly rent. Rent shall be payable on the first day of each month in advance to Lessor at Lessor’s address as specified above.

Year	Annual Rent	Monthly Payment
2020	\$1063.80	\$88.65
2021	\$1117.00	\$93.08
2022	\$1172.85	\$97.74
2023	\$1231.49	\$102.62
2024	\$1293.07	\$107.76

(b) Where there is more than one Lessee to this Lease, each Lessee is jointly and severally (individually) liable for its full performance.

(c) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination (“Termination Date”).

4. Intended Use.

(a) The Premises may be used by Lessee for the storage of containers for solid waste and recyclables and the disposal of such solid waste and recyclables (“Intended Use”). Lessee may not construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease, without obtaining the appropriate prior consent of Lessor. Such consent may be withheld in Lessee’s sole discretion.

(b) Lessor may install no more than 2 solid waste or recyclable containers on Lessee’s premises for use in disposal of such material. Lessee shall at all times ensure that only solid waste/recyclables created by the Lessee is deposited on the Leased Premises. Allowing any solid waste/recyclables not produced by the Lessee to be deposited shall be a violation of this Agreement.

(c) Lessee shall be responsible for immediately cleaning up of any spillage of solid waste/recyclables on the pavement area outside the solid waste container.

(d) Lessee shall respond immediately to any complaints regarding overflow, improper disposal, smell, or general disruption to the area, by having the containers emptied and cleaned within 24 hours of such complaint.

(e) Lessee shall ensure that at all times the Leased Premises is properly fenced and screened in accordance with Canandaigua City Code. The fence surrounding the Leased Premises shall be locked and secured at all times, except for such times when disposal is being made by Lessee, or Lessee’s employees or agents.

5. Maintenance. Lessee shall maintain the Leased Premises in a neat, clean, and orderly manner; use and maintain the Leased Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities; observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Lessor if damage has been caused to the Leased Premises. Lessee shall not cause or permit any misuse of the Leased Premises. Lessee shall reimburse Lessor for all damages caused by such misuse; for all permit, inspection, and certification costs Lessee incurs because of Lessee's noncompliance with this Lease or applicable laws; and for all damages resulting from Lessee's not timely reporting the need for repair or maintenance. Lessor may invoice Lessee for the cost of any repairs/ replacements (other than normal wear and tear) during the term of this Lease. The amount of such invoices is deemed unpaid rent and shall be due with the rental installment for the month following the month in which the invoice is sent.

6. Interference. Lessee shall not use any portion of adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Leased Premises, excluding any construction, maintenance, or repairs of the adjacent property. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that Lessee shall have the right to terminate this Lease immediately upon notice to Lessor.

7. Improvements; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, limited to: locks, radio transmitting and receiving antennas, communications equipment, and video equipment. The improvements shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for Intended Use of the Leased Premises.

(b) Lessee shall remove all of the personal property and facilities within thirty (30) days following any termination of this Lease.

(c) At all times during this Lease, Lessee shall enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists and which shall be adequate to service the Leased Premises. Any such easement shall, by its terms, expire concurrently with this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);

(b) By Lessee for any reason upon sixty (60) days written notice from Lessee to Lessor.

9. Assignments and Subleases. Lessee may assign or sublet all or any part of the Leased Premises, and all or any rights, benefits, liabilities and obligations of this Agreement provided that the assignee or sublessee assumes, recognizes, and also agrees in writing to become responsible to Lessor for the performance of all terms and conditions of this Agreement. Lessee must provide written notice to the Lessor of the names, phone numbers, and addresses of all proposed sub-lessees at least 20 days before any sub-lease or assignment.

10. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Leased Premises. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Leased Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises if Lessor furnishes proof of such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Leased Premises, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

11. (a) Lessee will carry during the Term, at its own cost and expense, the following insurance:

- (i) "All Risk" property insurance for its property's replacement cost;
- (ii) Commercial general liability insurance with a minimum limit of liability of \$1,000,000, combined single limit for bodily injury or death/property damage arising out of any one occurrence;
- (iii) Workers' Compensation Insurance as required by Law; and
- (iv) Disability Insurance as required by law.

(b) Lessee shall furnish evidence of the above insurance by means of a Certificate of Insurance, with 30 days' notice of cancellation or non-renewal, to the Lessor and shall also name the Lessor as an additional named insured with regard to the policy(ies) listed in paragraph 10(a)(ii).

(c) Lessee shall cause each insurance policy carried by Lessee insuring the leased premises and its fixtures and contents against loss by fire and causes covered by standard extended coverage to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by such policies, and Lessee will supply to Lessor proof of compliance with this provision. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided the aforementioned insurance was obtainable at the time of such loss or damage.

(d) Any incident triggering coverage or notice to the appropriate insurance carrier shall be reported to the office of the City Manager of the City of Canandaigua as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report

must be submitted to the Lessor as soon thereafter as possible and not later than three (3) days after the date of such accident.

12. Environmental Compliance. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Leased Premises in violation of any law or regulation.

13. Environmental Agreements.

(a) Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as many now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Lessor and Lessee agree to assume all duties, responsibilities and liabilities at the sole cost and expense of each (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including, without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect; and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The assumption of costs of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

14. Notices. Any notice or consent required or permitted to be given pursuant to this Agreement shall be given to the respective parties in writing, by ordinary, first class mail or otherwise delivered to the addresses listed above, or any other addresses the parties may from time to time designate. Notices and consents, which are sent by mail, shall be deemed received by the other party five (5) days following their deposit in the U.S. Mail. Lessee agrees to accept service of process at the address listed above in any action brought by the City pursuant to this Agreement.

15. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

16. Miscellaneous.

(a) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other

agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(b) This Lease shall be construed in accordance with the laws of the State of New York.

(c) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the above date, to take effect on the later of the dates following each respective signature.

CITY OF CANANDAIGUA

Dated: _____ BY: _____
John D. Goodwin- City Manager

LESSEE

Dated: _____ BY: _____

STATE OF NEW YORK)

ss:

COUNTY OF ONTARIO)

On this ____ day of _____, 2012, before me personally came Kay W. James, to me known, who being by me duly sworn, did depose and say that she resides in Canandaigua, New York; that she is the City Manager, the municipal corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Canandaigua City Council.

Notary Public

STATE OF NEW YORK)

ss:

COUNTY OF _____)

On this ____ day of _____, 2012, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in the _____ of _____, New York; that she/he is the _____ of _____, the

(b) This Lease shall be construed in accordance with the laws of the State of New York.

If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the above date, to take effect on the later of the dates following each respective signature.

CITY OF CANANDAIGUA

Dated: _____ BY: _____
John D. Goodwin- City Manager

LESSEE

Dated: _____ BY: _____

STATE OF NEW YORK)

ss:

COUNTY OF ONTARIO)

On this ____ day of _____, 2012, before me personally came Kay W. James, to me known, who being by me duly sworn, did depose and say that she resides in Canandaigua, New York; that she is the City Manager, the municipal corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Canandaigua City Council.

Notary Public

STATE OF NEW YORK)

ss:

COUNTY OF _____)

On this ____ day of _____, 2012, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in the _____ of _____, New York; that she/he is the _____ of _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto with the authority of and by order of the _____ of said corporation.

Notary Public

RESOLUTION #2020-015

A RESOLUTION AUTHORIZING A CAPITAL BUDGET AMENDMENT

WHEREAS, the City's Salt Building houses salt that is used to de-ice roadways during snow and ice events; and

WHEREAS, in accordance with MS4 requirements and best management practices, salt should be stored in a covered building; and

WHEREAS, the current salt building, which was constructed in 2002, has a concrete base, steel frame and a fabric cover, but the fabric has started to fail in several spots and needs to be replaced; and

WHEREAS, the estimated cost to replace the cover is \$23,291, without accounting for any unforeseen issues with any other portions of the building; and

WHEREAS, the fabric cover on the salt building was not scheduled to be replaced in 2020, making a capital budget amendment necessary to complete the project; and

WHEREAS, Staff recommends that City Council appropriate \$25,000 for this project from the Capital Reserve, and this recommendation was reviewed at the February 4th Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes a capital budget amendment and appropriates \$25,000 from the Capital Reserve to replace the fabric cover on the salt building.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

1/14/2020

SALT BUILDING COVER REPLACEMENT

Eagle Associates of Cazenovia, LLC

QUOTE



QUOTE

1/14/2020	Building Type	CoverAll
To:	Building Dimensions	55' x 120'
Phil Neineger Canandaigua Highway Department 183 Saltonstall St Canandaigua, NY 585-396-5065	Snow Load Capacity	n/a
	Wind Capacity	n/a
	Site Condition	n/a
	Fabric Type	n/a
	Occupancy Category	n/a
	Foundation height	8'
	Foundation type	Concrete
	Truss spacing	8'

Replacement cover		
(32) 2" tie-down straps	\$	6,950.00
End wall fabric	\$	192.00
PVC/ratchet	\$	1,965.00
	\$	384.00

Freight to site (building) Estimated \$ 600.00

MATERIALS \$ 10,091.00

Does NOT Include Tax, if Applicable, 6 Week Lead Time from Clean Order

BUILDING INSTALLATION \$ 13,200.00

Total cost based on information provided, Eagle Associates is not liable if specs change.

TOTAL PROJECT \$ 23,291.00

Full Calculations Package

Exclusions/notes:
Replacement winch blocks to be charged as: \$10 per block. All other replacement parts to be billed in addition as necessary.

P. O. Box 322, Cazenovia, NY 13035
(315) 655-0644 Fax (315) 655-0353

RESOLUTION #2020-016

**A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO CONTINUE
THE LAKE FRIENDLY LAWN CARE PROGRAM**

WHEREAS, improper use of fertilizers may contribute to harmful algal blooms, increased aquatic plant growth and degradation of water quality, and general health concerns have been raised about the use of pesticides and herbicides; and

WHEREAS, in response to these concerns, City Council partnered with the Town of Canandaigua and the Watershed Association to promote the Lake Friendly Lawn Care Program; and

WHEREAS, this program asks residents and businesses to pledge to and adopt lake friendly lawn care by reducing and/or eliminating the use of fertilizers, planting rain gardens or vegetative buffers and tolerating weeds and pests before considering pesticides and herbicides; and

WHEREAS, the 2019 Budget included \$10,000 in funding to environmental education efforts, and City Council contracted with the Watershed Association for signs and promotional materials at a total expense of \$2,500; and

WHEREAS, City Council is desirous in continuing the promotion of the program; and

WHEREAS, at its February 4th meeting, the Finance Committee approved the appropriation of \$7,500 from the 2020 Budget contingency to continue the partnership with the Watershed Association to further promote the program;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes a budget amendment and appropriates \$7,500 from the 2020 Budget contingency to continue the partnership with the Watershed Association to further promote the program.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-017

A RESOLUTION CREATING A TASK FORCE FOR THE PHOENIX STREET PROJECT

WHEREAS, over the years, there have been several ideas raised by Staff, City Council, and community stakeholders on how to attract more visitors to shop, dine, and explore Downtown Canandaigua; and

WHEREAS, one such idea would be to close Phoenix Street and convert into a pedestrian plaza, similar to Linden Street in Geneva, New York, with outdoor dining and night life; and

WHEREAS, the City has pursued multiple options to fund the proposed plan and included it as a potential project in all four (4) Downtown Revitalization Initiative (DRI) applications, but has been unable to find the financial resources required to move the project forward; and

WHEREAS, at the February 4th Planning Committee meeting, community stakeholders voiced their desire to have Phoenix Street converted into a pedestrian plaza, and requested the City take action to move the project forward; and

WHEREAS, while there is no funding allocated for this project in the 2020 Budget, the planning committee recommended that City Council create a Task Force to explore this idea and come back to Council with ideas and recommendations on how the City can support this project in the future; and

WHEREAS, this recommendation was reviewed and approved at the February 4th Planning Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the creation of a Task Force to explore options to move the Phoenix Street project forward.

BE IT FURTHER RESOLVED, that the Mayor may appoint up to seven (7) members to the Task Force.

ADOPTED this 6th day of February, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

ORDINANCE # 2020-001

**AN ORDINANCE AMENDING CHAPTER 648, VEHICLE AND
TRAFFIC, OF THE MUNICIPAL CODE
TO REMOVE STOP INTERSECTIONS**

SECTION 1. §648-13 “Stop Intersections” of the Municipal Code is hereby amended to remove the following:

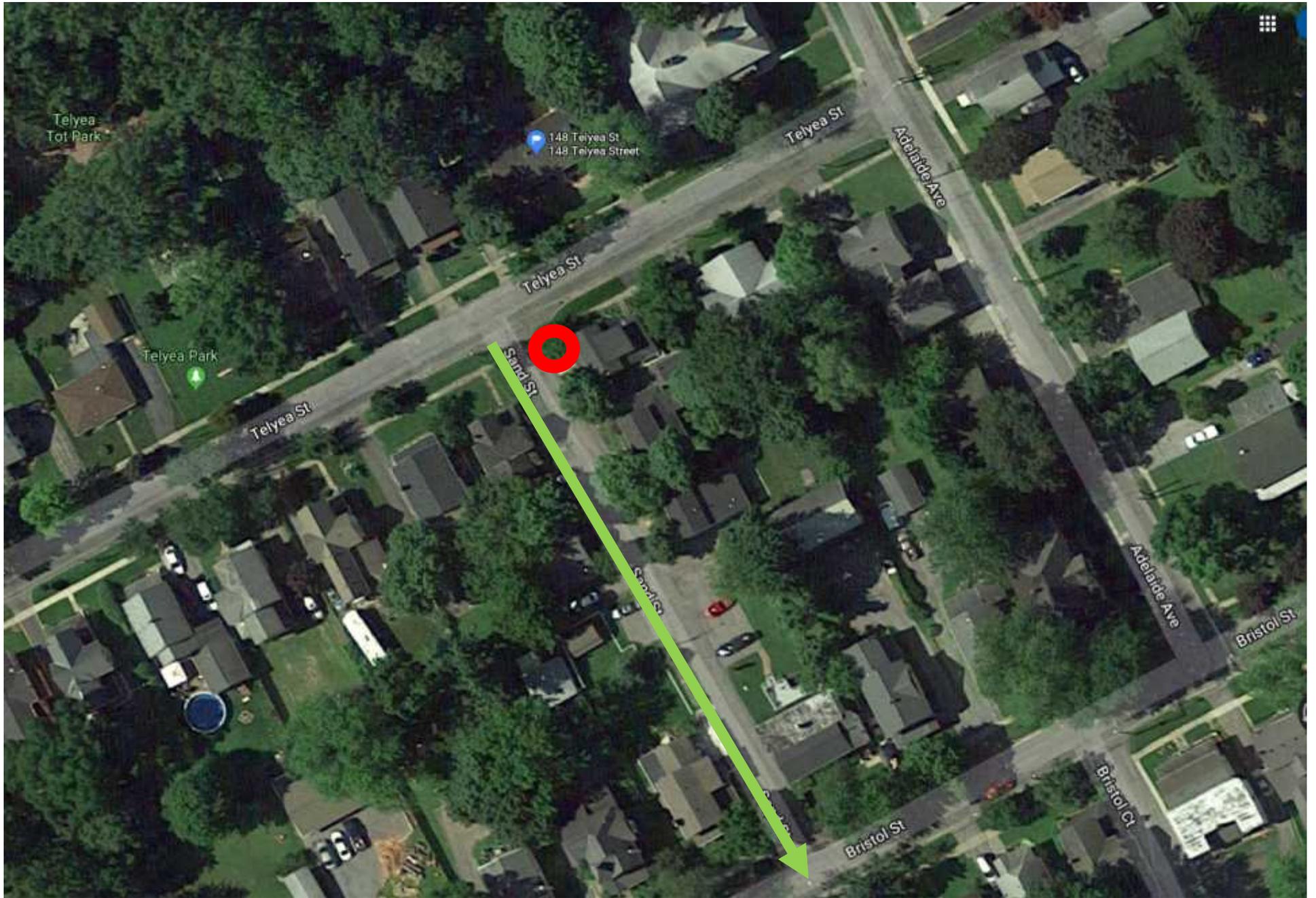
Sand Street from the south with Telyea Street

SECTION 3. This ordinance shall be effective immediately.

ADOPTED this 6th day of February, 2020

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer





PROPOSED LOCAL LAW #2020-002

**AMENDING CHAPTER 714-28(A) OF THE MUNICIPAL
CODE TO PROVIDE FOR PARKING GARAGE
CONDITION ASSESSMENTS AND OPERATING PERMITS**

WHEREAS, the Secretary of State for the State of New York is authorized under N.Y. Exec. Law § 381 to issue rules and regulations for the administration of the State’s Uniform Fire Prevention and Building Code (Uniform Code); and

WHEREAS, local governments are charged with enforcement of the Uniform Code and are directed under 19 NYCRR 1203.2(a) to adopt certain portions of the Uniform Code by local law; and

WHEREAS, the Secretary of State has amended 19 NYCRR 1203.3 to now require local governments to adopt code provisions regarding condition assessments and operating permits for parking garages.

THEREFORE, BE IT ENACTED by the City Council of the City of Canandaigua as follows:

Sec. 1 Chapter 714-28(A) is hereby amended as follows (*new language shown in italics, omitted language shown with strikethrough*):

A. Any person who proposes to undertake any activity or to operate any type of building listed below in this Subsection A shall be required to obtain an Operating Permit prior to commencing such activity or operation.

~~(1) — Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled “Fire Code of New York State” and incorporated by reference in 19 NYCRR 1225.1;~~

~~(2) — Hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a by product, fruit and crop ripening, and waste handling;~~

~~(3) — Use of pyrotechnic devices in assembly occupancies;~~

~~(4) — Places of assembly. Buildings containing one or more areas of public assembly with an occupant load of 100 persons or more;~~

~~(5) — Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the City Council of the City of Canandaigua;~~

- (1) Acetylene generators. To operate an acetylene generator having a calcium carbide capacity exceeding five pounds.
- (2) Automobile tire rebuilding plants. To operate an automobile tire rebuilding plant.
- (3) Automobile wrecking yards. To operate an automobile wrecking yard.
- (4) Bowling establishments. For bowling pin refinishing and bowling lane resurfacing operations involving the use and application of flammable or combustible liquids or materials.
- (5) Cellulose nitrate motion picture film. To store, keep or have on hand more than 25 pounds of cellulose nitrate motion picture films.
- (6) Cellulose nitrate plastics (Pyroxylin).
 - (a) To store, keep or have on hand more than 25 pounds of cellulose nitrate plastics (pyroxylin).
 - (b) To manufacture articles of cellulose nitrate plastics (pyroxylin) which shall include the use of cellulose nitrate plastics (pyroxylin) in the manufacture or assembling of other articles.
- (7) Combustible fibers. To store, handle, or use combustible fibers in quantities in excess of 100 cubic feet, except agricultural products on a farm.
- (8) Combustible materials. To store combustible materials including but not limited to empty combustible packing cases, boxes, barrels, or similar containers, rubber tires, baled cotton, rubber, cork, or other similar materials in excess of 2,500 cubic feet gross volume, on any premises.
- (9) Compressed gases.
 - (a) To store, handle, or use at normal temperatures and pressures more than:
 - [1] 2,000 cubic feet of flammable compressed gas, or
 - [2] 6,000 cubic feet of nonflammable compressed gas.
 - (b) To store, handle or use any quantity of liquefied natural or hydrogen gas.
- (10) Cryogenics. To store, handle, or use cryogenic fluids, except cryogenics used as a motor fuel and stored in motor vehicle tanks, as follows:
 - (a) Production, sale, or storage of cryogenic fluids.

- (b) Storage or use of flammable cryogenic fluids, cryogenic oxidizers, or liquefied oxygen in excess of 10 gallons.
- (11) Dry-cleaning plants. To use in excess of four gallons of solvents or cleaning agents classified as flammable or combustible.
- (12) Dust producing plants. To operate any grain elevator, flour, starch, or feed mill, woodworking plant, or plant pulverizing aluminum, coal, cocoa, plastics, magnesium, spices, sugar, sulfur, or other materials producing explosive-potential dust.
- (13) Explosive ammunition and blasting agents.
 - (a) To manufacture, possess, store, sell, or otherwise dispose of explosives and blasting agents.
 - (b) To use explosives or blasting agents.
 - (c) To operate a terminal for handling explosives or blasting agents.
- (14) Flammable and combustible liquids.
 - (a) To store, handle, or use flammable liquids in excess of 6 1/2 gallons inside dwellings; or in excess of 10 gallons inside any other building or other occupancy; or in excess of 60 gallons outside of any building. This provision shall not apply to: 1) Liquids in the fuel tank of a motor vehicle, aircraft, portable or stationary engine, boat, or portable heating plant; (2) Paints, oils, varnishes or similar flammable mixtures, when such liquids are stored for maintenance, painting, or similar purposes.
 - (b) To store, handle, or use combustible liquids in excess of 25 gallons inside a building, or in excess of 60 gallons outside of a building.
 - (c) This provision shall not apply to fuel oil used in connection with oil burning equipment.
 - (d) A permit shall be obtained for the initial installation of an oil burner and a fuel oil tank used in connection therewith. A permit shall be required for the replacement of a fuel oil tank connected to an oil burner.
 - (e) For processing, blending, or refining of flammable or combustible liquids.
- (15) Flammable finishing. For spraying, coating, or dipping operations utilizing flammable or combustible liquids.
- (16) Fruit ripening process. To conduct a fruit ripening process using ethylene gas.

- (17) Fumigation and thermal insecticidal fogging. To conduct fumigation or thermal insecticidal fogging operations.
- (18) Hazardous chemicals.
- (a) To store, handle, or use more than 55 gallons of corrosive liquids; or more than 50 pounds of oxidizing materials; or more than 10 pounds of organic peroxides; or more than 50 pounds of nitromethane; or 1,000 pounds or more of ammonium nitrate, ammonium nitrate fertilizers and fertilizer mixtures containing 60% or more ammonium or any amount of toxic material or poisonous gas.
 - (b) To store, handle, or use any quantity of air-reactive, water-reactive, or unstable materials.
- (19) *Hazardous materials or activities.*
- (a) *Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) or 5003.1.1(4) of the 2015 edition of the International Fire Code and incorporated by reference in 19 NYCRR 1225.1;*
 - (b) *Hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a by-product, fruit and crop ripening, and waste handling; or*
 - (c) *Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the City Council of the City of Canandaigua.*
- (20) Junkyards. To operate a junkyard.
- (21) Liquefied petroleum gas. For each installation of liquefied petroleum gas employing a container or an aggregate of interconnected containers of 500 gallons water capacity or over, and for each permanent installation, irrespective of size of containers, made at buildings in which 20 or more persons congregate for civic, political, educational, religious, social or recreational purposes. Installers shall maintain a record of all installations and replacement of portable cylinders, and have it available for inspection.
- (22) Lumberyards. To operate a lumberyard.
- (23) Magnesium. For melting, casting, heat treating, machining, or grinding of more than 10 pounds of magnesium per working day.
- (24) Matches.

- (a) To manufacture matches.
 - (b) To store matches in excess of 25 cases. (NOTE: One case equals one matchman's gross of 14,400 matches.)
- (25) Organic coatings. To perform organic coating operations utilizing more than one gallon of organic coating on any working day.
- (26) Ovens and furnaces. To operate industrial processing ovens and furnaces operating at approximately atmospheric pressures and temperatures not exceeding 1,400° F. which are heated with oil or gas fuel or which during operation contain flammable vapors from the material in the oven or catalytic combustion system.
- (27) *Parking garages. Parking garages as defined in 19 NYCRR 1203.3(j). In addition, all such parking garages shall be subject to additional "condition assessments" as required and set forth in 19 NYCRR 1203.3(j).*
- (28) *Places of assembly. Buildings containing one or more areas of public assembly with an occupant load of 100 persons or more.*
- (29) *Pyrotechnic devices. Use of pyrotechnic devices in assembly occupancies.*
- (30) Service stations and repair garages. To operate a service station or repair garage.
- (31) Welding and cutting. To operate a welding and cutting business A record of all locations where welding or cutting operations are performed shall be maintained and kept available for inspection by the permit holder.

Sec. 2 This Ordinance shall be effective thirty (30) days following its enactment.

ADOPTED this 3rd day of March, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer