

CITY COUNCIL AGENDA
THURSDAY, April 2, 2020
7:00 P.M.
<https://zoom.us/j/246109610>

City Council: **Bob Palumbo, Mayor**
 Nick Cutri, Councilmember Ward I
 Dan Unrath, Councilmember Ward II
 Karen White, Councilmember Ward III
 Erich Dittmar, Councilmember Ward IV
 Robert O'Brien, Councilmember-at-Large
 Renée Sutton, Councilmember-at-Large
 James Terwilliger, Councilmember-at-Large
 Steve Uebbing, Councilmember-at-Large

John Goodwin, City Manager
 Rob Richardson, Assistant City Manager
 Nancy Abdallah, City Clerk/Treasurer
 David Hou, Corporation Counsel

Public Hearings: **Proposed Amendments to the City of Canandaigua Comprehensive Plan ***POSTPONED*****

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Review of Community Core Values: As residents, city staff and appointed & elected officials of the City of Canandaigua, our decisions and actions will be guided by these core values: Responsive; Participatory Governance; Caring & Respect; Integrity; Heritage; Stewardship; and Continuous Improvement.**
- 4. Approval of Minutes: March 5, 2020**
- 5. Recognition of Guests:**
- 6. Committee Reports:**
 Planning Committee did not meet, next meeting: Tuesday, April 7th
 Finance Committee did not meet, next meeting: Tuesday, April 7th.
 Environmental Committee held March 10th, next meeting: Tuesday, April 21st
 Ordinance Committee held March 10th, next meeting: Tuesday, April 21st

7. Resolutions:

- Resolution #2020-025:** **A Resolution Authorizing a Memorandum of Understanding with Fisher’s Fire Department for Intergovernmental Shared Administration During the COVID-19 Pandemic**
- Resolution #2020-026:** **Authorizing the Refund of Special Event Application Fees for Events Cancelled Due to COVID-19**
- Resolution #2020-027:** **Authorizing Deferments for the Small Business Development Loan Program**
- Resolution #2020-028:** **Authorizing Deferment of Rent for Twisted Rail Brewing Co. – Lease of The Muar House**
- Resolution #2020-029:** **A Resolution Authorizing a Budget Amendment and Awarding a Contract to Impact Earth**
- Resolution #2020-030:** **A Resolution Awarding a Contract to Joule Assets, in Conjunction with Rocricity, for Community Choice Aggregation Third-Party Administrator Services**
- Resolution #2020-031:** **A Resolution Authorizing a Budget Amendment and Awarding a Contract for Grant Writing Services Related to the Downtown Revitalization Initiative**
- Resolution #2020-032:** **A Resolution Creating Liens Upon Certain City Properties r Water and Sewer Fees, Solid Waste Collection Fees and Code Enforcement and Fire Inspection Arrears**

8. Ordinances:

9. Local Laws:

10. Manager's Report

11. Appointments

12. Miscellaneous

13. Adjournment

RESOLUTION #2020-025

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH FISHER'S FIRE DEPARTMENT FOR INTERGOVERNMENTAL SHARED ADMINISTRATION DURING THE COVID-19 PANDEMIC

WHEREAS, in response to the Coronavirus 2019 (COVID-19) pandemic, the City of Canandaigua Fire Department and the Fisher's Fire Department sought a Memorandum of Understanding to provide shared staffing in the event that one or more crews are quarantined due to the potential exposure to COVID-19 and in order to attempt to maintain an adequate level of fire protection and services to their respective fire districts, and

WHEREAS, this agreement shall remain in place until the lifting of the latter of any state or local State of Emergency relating to the COVID-19 pandemic covering the jurisdiction of either Party;

WHEREAS, the City Manager executed this agreement as an emergency measure on March 20, 2020;

NOW, THEREFORE, BE IT RESOLVED, that City Council re-affirms and approves the City Manager's execution of the MOU, as attached hereto, with Fisher's Fire Department for Intergovernmental Shared Administration During the Covid-19 Pandemic.

ADOPTED this 2nd day of April, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

**CITY OF CANANDAIGUA FIRE DEPARTMENT
And
FISHERS FIRE DISTRICT**

**INTERGOVERNMENTAL SHARED ADMINISTRATION
MEMORANDUM OF UNDERSTANDING
COVID-19 PANDEMIC (MOU)**

RECITALS:

Whereas, this Memorandum of Understanding ("MOU") is drafted and entered into, pursuant to a certain formal Intergovernmental Agreement by and between the parties hereto on or about the 20 day of March, 2020, by their respective governing bodies; and.

Whereas, the Parties hereto are the City of Canandaigua and its Fire Department, and the Fishers Fire District (collectively "Parties"); and

Whereas, this MOU is entered into in response to the COVID-19 pandemic, and is intended to allow each party to take whatever actions each may jointly or severally determine desirable and/or beneficial to effectuate the laudable intent and goals of this comprehensive, mutual approach to fire prevention, fire suppression, review, inspection services, emergency medical services, emergency hazardous substances response services, and other services incidental to the protection of person and property within their respective participating communities; and.

Whereas, each Party hereto already has a longstanding history of working and assisting each other cooperatively in each of these activities; and.

Whereas, this Agreement furthers the best interests of each community and governmental unit; and.

Whereas, this Agreement shall facilitate greater efficiencies and economies of scale through unified management and cost sharing, while preserving the high level of fire and other services each Party currently provides its citizens, residents, taxpayers, and businesses; and

Whereas, this MOU is intended by each of the Parties hereto to constitute a long term yet flexible and living instrument that primarily implements the spirit, intent, and vision of the Parties, as well as a signed document that memorializes and defines the present and reasonably foreseeable needs and desires of each Party. As such, this MOU may be updated and amended from time to time, and at any time, by such additional written understandings, modifications, letters, and documents as the Parties hereto may enter into in the future; and

Whereas, this MOU attempts to describe, among other things, each of the Parties' obligations with respect to E-911 communications, personnel, property, fire stations, fire vehicles, fire apparatus, other equipment, staffing, services, leases, cooperative efforts, and payments; and

Whereas, this MOU is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this MOU, no Party assumes, nor shall any party be responsible for, any financial or other liabilities, whether known or unknown, with respect to the other parties or with respect to any other person or entity that may currently and/or in the future exist; and

Whereas, in compliance with New York State and the Ontario County Mutual Plan for Fire Department services that was previously entered, by and between the parties for shared services, the following memorandum of understanding is designed to establish the parameters for joint administration between the two fire departments; and

Whereas, this MOU shall be construed and applied in accord with the laws of the State of New York and as the work-product of all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this MOU, each Party hereto promises and agrees as follows:

AGREEMENT:

1. Above Recitals Incorporated: Each of the above recitals is reiterated and incorporated herein by reference as if fully set forth verbatim.
2. Each Party hereto has direct management and control of their respective fire departments and/or governmental units.
3. Scope of Work: In concert with the Intergovernmental Agreement Fire Department Shared Services, between the Parties, effective _____, 2020, the Parties desire to provide shared staffing in emergent situations as set forth herein and will attempt to maintain an adequate level of fire protection and services to their respective fire districts.
4. Each Party agrees to provide supplemental staffing as set forth herein as needed in the event that one or more crews are quarantined due to the potential exposure to the Coronavirus 2019 (COVID-19) pandemic.

Staffing and Funding

1. In the event that either Party is requested to supplement the other with staffing and/or equipment, such request will be fulfilled as quickly as possible, pursuant to the following considerations:
 - a) The Party that is being requested (the "Requested Party") will maintain its minimum manning per its collective bargaining agreement with its Union. The Requested Party will then poll its off-duty staff and assemble at least one crew of three firefighters, preferably with an officer.

- b) The crews will be paid according to their current contracts. The Requested Party will track all personnel costs associated with the time assigned out of district.
- c) During the course of any requested event there is potential that such event may be an extended incident and that once a Party is back to full staffing the other Party may need assistance.
- d) Tracking of time usage will be each Party's responsibility. Once the last State of Emergency (either state or local) covering the jurisdiction of either Party has been lifted, the Fire Chiefs of each Party will get together and work out compensation. Each firefighter/Officer hour shall be exchanged on a one for one basis. In the event that one Party provides more in crew or staff time than it received the receiving Party shall be responsible for reimbursement of the difference in hours. As provided herein. Reimbursement for either Party is anticipated by State and Federal Emergency Agencies for any cost incurred related to the National COVID – 19 Pandemic Emergency.

2. **Emergency Medical Services:** The City of Canandaigua shall directly provide and/or arrange by separate contract or by other means, for first responder emergency medical services to be provided within the jurisdictional boundaries of the Fishers Fire District. The level of first responder emergency medical services will be equivalent to that provided to Canandaigua residents during the term of this MOU. This is in addition to what the Fishers and Victor Farmington Ambulance may currently provide. As such, Fishers Fire District shall directly provide and/or arrange by separate contract or by other means, for first responder emergency medical services to be provided within the jurisdictional boundaries of the City of Canandaigua and Town of Canandaigua districts.

3. **Rolling Stock, Buildings, Fixtures, Equipment, and Station Facilities:** Each Party shall retain and maintain ownership of its own current and future

rolling stock, buildings, fixtures, equipment, and fire facilities, and at all times shall keep the same insured, solely at its own expense, for liability and comprehensive at replacement value. The Fire Chiefs shall make all management, direction, and use decisions as to the acquisition, maintenance, repair, replacement, and use of all rolling stock, buildings, fixtures, equipment, and fire facilities. Each Party, however, shall be solely responsible for all costs, expenses, fees, borrowing, and expenditures arising from and/or pertaining to same.

4. **Payments:** Each Party hereto shall be solely responsible for the compensation of its own personnel and for all its own capital items.
5. **Limitations:** This MOU is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, the City of Canandaigua shall have no responsibility or financial liability for and will not administer any differential pay or severance obligations that the Fishers Fire District and/or its Fire Commission now has and/or may have for its paid and unpaid personnel, and shall have no responsibility or financial liability for any obligations that the Fishers Fire District and/or its Fire Commission may have to said personnel and/or volunteers based upon their service to and employment and/or use by the Fishers Fire District including, but not limited to, payouts, leave, benefits, overtime, compensatory time, disability, workers compensation, merit pay, bonuses, pensions, litigation claims.
6. **Amendment:** This MOU may be amended from time to time by written agreement of the Parties.
7. **Term:** The term of this MOU shall be until the lifting of the latter of any state or local State of Emergency relating to the COVID-19 pandemic covering the jurisdiction of either Party.

8. **Conflict:** In the event of any conflict between the terms of this MOU and the terms of any other agreement, the terms of this MOU shall apply.
9. This MOU shall be governed and interpreted according to the laws of the State of New York.

Entered into this 20 day of March, 2020.

CITY OF CANANDAIGUA



By: John Goodwin, City Manager
City of Canandaigua



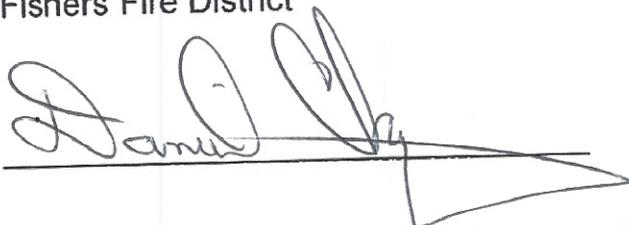
By: Frank Magnera, Fire Chief
City of Canandaigua Fire Department

FISHERS FIRE DISTRICT



By: Kyle Fischer, Chairman of the Board of
Fire Commissioners

Fishers Fire District



By: Daniel Chapman Fire Chief
Fishers Fire District

RESOLUTION #2020-026

A RESOLUTION AUTHORIZING THE REFUND OF SPECIAL EVENT APPLICATION FEES FOR EVENTS CANCELLED DUE TO COVID-19

WHEREAS, in accordance with the City's Special Event Policy, all special event applications must be submitted with a non-refundable application fee of \$50.00 for processing the application; and

WHEREAS, in response to COVID-19, the City Manager canceled several special events as did some special event sponsors; and

WHEREAS, the City Manager recommends that the City Council authorize the refund of the Special Event Application fees for events that have been canceled and are unable to reschedule to another date in 2020; and

NOW, THEREFORE, BE IT RESOLVED, City Council hereby authorized the City Manager to refund for Special Event Applications Fees for events that were canceled due to the response to COVID-19 and are unable to reschedule to another date in 2020.

ADOPTED this 2nd day of April, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-027

A RESOLUTION AUTHORIZING DEFERMENTS FOR THE SMALL BUSINESS LOAN PROGRAM

WHEREAS, at its September 7, 2017 meeting, City Council passed Resolution #2017-094 establishing the City's Small Business Development Loan Program; and

WHEREAS, five (5) small businesses have successfully applied for loans under this program; and

WHEREAS, in response to COVID-19, many businesses were required to close or substantially change operations which is anticipated to have detrimental economic and financial consequences; and

WHEREAS, Governor Cuomo issued Executive Order 202.9 on March 21, 2020 that suspends certain provisions of New York State Banking Law requiring any bank to grant forbearance to any person or business who has a financial hardship as a result of the COVID-19 pandemic for a period of ninety (90) days; and

WHEREAS, considering the raison d'être of the Small Business Development Loan Program and Executive Order 202.9 the City Manager recommends that the City Council authorize the deferment for Small Business Development Loans;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the deferment for Small Business Development Loans for any business who has a financial hardship as a result of the COVID-19 pandemic for a period of ninety (90) days.

ADOPTED this 2nd day of April, 2020

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-028

**A RESOLUTION AUTHORIZING DEFERMENTS OF RENT FOR TWISTED RAIL
BREWING CO. – LEASE OF THE MUAR HOUSE**

WHEREAS, in response to COVID-19, many businesses were required to close or substantially change operations which is anticipated to have detrimental economic and financial consequences; and

WHEREAS, Governor Cuomo issued Executive Order 202.9 on March 21, 2020, that suspends certain provisions of New York State Banking Law requiring any bank to grant forbearance to any person or business who has a financial hardship as a result of the COVID-19 pandemic for a period of ninety (90) days; and

WHEREAS, considering the spirit of Executive Order 202.9 the City Manager recommends that the City Council authorize the deferment of rent for three (3) months with the deferred rent spread across the remaining months of 2020;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes the deferment of rent for three (3) months with the deferred rent spread across the remaining months of 2020 for Twisted Rail Brewing Co. related to their lease of The Muar House.

ADOPTED this 2nd day of April, 2020

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-029

**A RESOLUTION AUTHORIZING A BUDGET AMENDMENT AND
AWARDING A CONTRACT TO IMPACT EARTH**

WHEREAS, last year, City Council passed Resolution #2019-55 supporting & authorizing for the submission of a 2019 New York State Consolidated Funding Application to the Climate Smart Communities Grant Program; and

WHEREAS, the application sought funding to complete a Government Operations Greenhouse Gas Inventory, Community Greenhouse Gas Inventory, Natural Resources Inventory, and Climate Vulnerability Assessment, which are critical components to the City's Climate Smart Communities initiative and will provide actionable data for future sustainability planning; and

WHEREAS, the application process required a detailed description and cost estimate of the proposed projects, and after completing the RFP process, Impact Earth was chosen as the consultant to complete these projects if grant funding was awarded; and

WHEREAS, the total cost of these assessments was quoted at \$55,875, of which the City would be responsible for a 50% match (\$27,937.50) per the terms of the grant application; and

WHEREAS, the City was awarded the grant in December, but funding for the City's match was not specifically included in the 2020 Budget for this project; and

WHEREAS, in addition to formally awarding a contract to Impact Earth to complete these assessments, Staff recommends a budget amendment to fund the City's match in the amount of \$27,937.50 from the 2020 Budget Contingency; and

WHEREAS, this recommendation was reviewed and approved at the March 10th Environmental Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, City Council hereby appropriates \$27,937.50 from the 2020 Budget Contingency and authorizes the Clerk/Treasurer to transfer said funds to the appropriate budget account to fund the City's match for the Climate Smart Communities Grant Program; and

BE IT FURTHER RESOLVED, City Council hereby authorizes the City Manager to execute a contract with Impact Earth to complete a Government Operations Greenhouse Gas Inventory, Community Greenhouse Gas Inventory, Natural Resources Inventory, and Climate Vulnerability Assessment for the City of Canandaigua for an amount not to exceed \$55,875 once a grant agreement with New York State is fully executed.

ADOPTED this 2nd day of April, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2020, by and between the **CITY OF CANANDAIGUA**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 2 North Main Street, Canandaigua, New York, 14424, Ontario County, New York, hereinafter called “City”, and **Impact Earth**, a business having offices at 510 State Street, Rochester, NY 14608 hereinafter called “Consultant.”

WITNESSETH:

WHEREAS, the City wishes to conduct a Government Operations Greenhouse Gas Inventory, Community Greenhouse Gas Inventory, Natural Resources Inventory, and Climate Vulnerability Assessment-critical benchmarks and baselines needed to determine and guide future actions; and

WHEREAS, Consultant has the necessary knowledge and experience to provide such service, and was selected by the City Council pursuant to Resolution #2019-055; and

WHEREAS, the parties are desirous of entering into a contract for said purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** Consultant shall provide the services as set forth in Consultant’s proposal dated June 17, 2019, which is attached hereto and incorporated herein by reference.
2. **TERM.** Performance of the Scope of Work shall begin as of March 12, 2020, and continue through the project duration, estimated to be October, 2020, unless otherwise terminated by the parties under paragraph 15.
3. **CONSIDERATION.** Consideration shall be paid at the rates as set forth in Consultant’s Proposal. Consideration includes all fees and costs which must be submitted monthly by Consultant and paid by the City within 30 days of receipts. Consideration shall not exceed \$55,785.
4. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter

of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

In acceptance of this Agreement, Consultant covenants and certifies that it will comply in all respects with all Federal, State, County, City, or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

5. **GOVERNING LAW AND VENUE.** The Laws of the State of New York, excluding its choice of law provisions, shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Ontario County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.
6. **CONFLICT OF INTEREST.** Consultant hereby stipulates and certifies that there is no member of the Canandaigua City Council or other Canandaigua City Officer or Employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.
7. **LICENSES.** Consultant hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.
8. **WARRANTIES AND REPRESENTATIONS.** Consultant warrants and represents, that it is qualified by training and experience to perform the services outlined in this Agreement.
9. **CONFIDENTIAL INFORMATION.** The Consultant agrees that any information or data obtained, documents produced, or any other material received by the Consultant during the furtherance of Consultant's obligations in accordance with this Agreement will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organizations.
10. **INDEPENDENT CONSULTANT STATUS.** Consultant covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the City of Canandaigua,

for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.

11. **HOLD HARMLESS.** Consultant shall at all times hold harmless the City of Canandaigua, its officers, and its employees, together with their officers, agents, servants, and employees, from and against any and all liability, losses, claims, suits, causes of action, costs, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, to the extent that any act or failure to properly act on the part of Consultant or its agents, officers, employees is negligent performance under this contract. Consultant shall in no case be required to pay an amount disproportionate to Consultant's negligence.
12. **NOTICE OF INJURY.** In the event that Consultant's employee or agent is injured or causes injury or damage while in performance of services under this Agreement then Consultant shall cause written notice to be served upon the Canandaigua City Attorney at 2 North Main Street, Canandaigua, New York 14424 within twenty-four hours of any such injury or damage.
13. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. Consultant specifically acknowledges its responsibility to examine the Budget to assure itself that the within contract price complies with the amount appropriated therefore. Should the contract price exceed the amount appropriated for the object purpose of the contract, the within contract shall be unenforceable, unless approved by a majority of a roll call vote of the Canandaigua City Council. The contract shall be deemed executory only to the extent of money available to the City of Canandaigua for the performance of the terms hereof and the City of Canandaigua shall incur no liability, beyond monies available, for the purpose thereof.

In accordance with State Finance Law, the City shall have no liability under this Agreement to Consultant or to anyone else beyond funds appropriated and available for this contract.
14. **TAXES.** The City shall not be responsible for payment of any state or federal taxes, which may be incurred by Consultant, pursuant to this Agreement.
15. **TERMINATION.**
 - a.) Either Party may terminate this Agreement at any time with 10 days advance written notice.

- b.) Upon receipt of written notice of termination, the Consultant shall immediately cease all work under this Agreement and the City will remit any uncontested outstanding funds, if any, due to the Consultant under this Agreement.
 - c.) No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to warranties, indemnification, and monies owed or confidential information.
16. **CONFLICT OF TERMS.** In the event that a conflict exists between the terms and conditions of this Agreement and any exhibits, appendices, or attachments hereto, that are proposed by Consultant, the terms and conditions of this Agreement shall control, unless such conflicting or additional terms are accepted in a writing making reference to this Agreement and signed by the City. Performance of the Scope of Work pursuant to this Agreement shall be deemed to be unqualified acceptance of the terms and conditions contained herein.
17. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
18. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of by Consultant.
19. **AMENDMENTS.** This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.
20. **WAIVER.** The failure of the City to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the City's condoning of further nonperformance of such terms or conditions.
21. **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. Consultant agrees to accept service of process at the address listed above in any action brought by the City pursuant to this Agreement.
22. **HEADINGS.** Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.

23. **MERGER CLAUSE.** The parties agree the foregoing and the attached exhibits constitute the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing and designated as an amendment to this Agreement, shall supersede or vary the positions herein.

24. **AUTHORIZATION.** Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party. Consultant acknowledges that this Agreement has no force and affect unless approved by the Canandaigua City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF CANANDAIGUA

BY: _____
John D. Goodwin, City Manager

STATE OF NEW YORK)
COUNTY OF ONTARO)

On this _____ day of _____, 2020, before me personally came **John D. Goodwin**, to me known, who being by me duly sworn, did depose and say that he resides in Canandaigua, New York; that he is the City Manager of the City of Canandaigua, the municipal corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Canandaigua City Council.

NOTARY PUBLIC

IMPACT EARTH

BY: _____

STATE OF NEW YORK)
COUNTY OF MONROE)

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____, the Consultant described in and which executed the above instrument; and that he signed his name thereto with lawful authority.

NOTARY PUBLIC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2020, by and between the **CITY OF CANANDAIGUA**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 2 North Main Street, Canandaigua, New York, 14424, Ontario County, New York, hereinafter called “City”, and **Impact Earth**, a business having offices at 510 State Street, Rochester, NY 14608 hereinafter called “Consultant.”

WITNESSETH:

WHEREAS, the City wishes to conduct a Government Operations Greenhouse Gas Inventory, Community Greenhouse Gas Inventory, Natural Resources Inventory, and Climate Vulnerability Assessment-critical benchmarks and baselines needed to determine and guide future actions; and

WHEREAS, Consultant has the necessary knowledge and experience to provide such service, and was selected by the City Council pursuant to Resolution #2019-055; and

WHEREAS, the parties are desirous of entering into a contract for said purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** Consultant shall provide the services as set forth in Consultant’s proposal dated June 17, 2019, which is attached hereto and incorporated herein by reference.
2. **TERM.** Performance of the Scope of Work shall begin as of March 12, 2020, and continue through the project duration, estimated to be October, 2020, unless otherwise terminated by the parties under paragraph 15.
3. **CONSIDERATION.** Consideration shall be paid at the rates as set forth in Consultant’s Proposal. Consideration includes all fees and costs which must be submitted monthly by Consultant and paid by the City within 30 days of receipts. Consideration shall not exceed \$55,785.
4. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter

of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

In acceptance of this Agreement, Consultant covenants and certifies that it will comply in all respects with all Federal, State, County, City, or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

5. **GOVERNING LAW AND VENUE.** The Laws of the State of New York, excluding its choice of law provisions, shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Ontario County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.
6. **CONFLICT OF INTEREST.** Consultant hereby stipulates and certifies that there is no member of the Canandaigua City Council or other Canandaigua City Officer or Employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.
7. **LICENSES.** Consultant hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.
8. **WARRANTIES AND REPRESENTATIONS.** Consultant warrants and represents, that it is qualified by training and experience to perform the services outlined in this Agreement.
9. **CONFIDENTIAL INFORMATION.** The Consultant agrees that any information or data obtained, documents produced, or any other material received by the Consultant during the furtherance of Consultant's obligations in accordance with this Agreement will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organizations.
10. **INDEPENDENT CONSULTANT STATUS.** Consultant covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the City of Canandaigua,

for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.

11. **HOLD HARMLESS.** Consultant shall at all times hold harmless the City of Canandaigua, its officers, and its employees, together with their officers, agents, servants, and employees, from and against any and all liability, losses, claims, suits, causes of action, costs, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, to the extent that any act or failure to properly act on the part of Consultant or its agents, officers, employees is negligent performance under this contract. Consultant shall in no case be required to pay an amount disproportionate to Consultant's negligence.
12. **NOTICE OF INJURY.** In the event that Consultant's employee or agent is injured or causes injury or damage while in performance of services under this Agreement then Consultant shall cause written notice to be served upon the Canandaigua City Attorney at 2 North Main Street, Canandaigua, New York 14424 within twenty-four hours of any such injury or damage.
13. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. Consultant specifically acknowledges its responsibility to examine the Budget to assure itself that the within contract price complies with the amount appropriated therefore. Should the contract price exceed the amount appropriated for the object purpose of the contract, the within contract shall be unenforceable, unless approved by a majority of a roll call vote of the Canandaigua City Council. The contract shall be deemed executory only to the extent of money available to the City of Canandaigua for the performance of the terms hereof and the City of Canandaigua shall incur no liability, beyond monies available, for the purpose thereof.

In accordance with State Finance Law, the City shall have no liability under this Agreement to Consultant or to anyone else beyond funds appropriated and available for this contract.

14. **TAXES.** The City shall not be responsible for payment of any state or federal taxes, which may be incurred by Consultant, pursuant to this Agreement.
15. **TERMINATION.**
 - a.) Either Party may terminate this Agreement at any time with 10 days advance written notice.

- b.) Upon receipt of written notice of termination, the Consultant shall immediately cease all work under this Agreement and the City will remit any uncontested outstanding funds, if any, due to the Consultant under this Agreement.
 - c.) No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to warranties, indemnification, and monies owed or confidential information.
16. **CONFLICT OF TERMS.** In the event that a conflict exists between the terms and conditions of this Agreement and any exhibits, appendices, or attachments hereto, that are proposed by Consultant, the terms and conditions of this Agreement shall control, unless such conflicting or additional terms are accepted in a writing making reference to this Agreement and signed by the City. Performance of the Scope of Work pursuant to this Agreement shall be deemed to be unqualified acceptance of the terms and conditions contained herein.
17. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
18. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of by Consultant.
19. **AMENDMENTS.** This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.
20. **WAIVER.** The failure of the City to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the City's condoning of further nonperformance of such terms or conditions.
21. **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. Consultant agrees to accept service of process at the address listed above in any action brought by the City pursuant to this Agreement.
22. **HEADINGS.** Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.

23. **MERGER CLAUSE.** The parties agree the foregoing and the attached exhibits constitute the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing and designated as an amendment to this Agreement, shall supersede or vary the positions herein.

24. **AUTHORIZATION.** Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party. Consultant acknowledges that this Agreement has no force and affect unless approved by the Canandaigua City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF CANANDAIGUA

BY: _____
John D. Goodwin, City Manager

STATE OF NEW YORK)
COUNTY OF ONTARO)

On this _____ day of _____, 2020, before me personally came **John D. Goodwin**, to me known, who being by me duly sworn, did depose and say that he resides in Canandaigua, New York; that he is the City Manager of the City of Canandaigua, the municipal corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Canandaigua City Council.

NOTARY PUBLIC

IMPACT EARTH

BY: _____

STATE OF NEW YORK)
COUNTY OF MONROE)

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____, the Consultant described in and which executed the above instrument; and that he signed his name thereto with lawful authority.

NOTARY PUBLIC

RESOLUTION #2020-030

A RESOLUTION AWARDING A CONTRACT TO JOULE ASSETS, IN CONJUNCTION WITH ROCTRICITY, FOR COMMUNITY CHOICE AGGREGATION THIRD-PARTY ADMINISTRATOR SERVICES

WHEREAS, Community Choice Aggregation (CCA) is a municipal energy procurement model that puts control of choosing an energy supplier in local hands by replacing the utility as the default supplier of electricity for virtually all homes and small businesses within a jurisdiction allowing communities to build the clout necessary to negotiate lower rates with private suppliers and are able to choose cleaner energy; and

WHEREAS, CCA can allow whole communities to participate in the clean energy economy by ensuring that a greater percentage of electricity is coming from renewable sources, potentially delivering lower monthly bills and cleaner energy for residents and businesses; and

WHEREAS, at its November 7th meeting, City Council passed Local Law #2019-003 establishing a Community Choice Aggregation (Energy) Program in the City of Canandaigua; and

WHEREAS, after exploring several options to move the program forward, it was determined that working with a Third-Party Administrator (TPA) to assist in the implementation and provide continued support for residents was the best option; and

WHEREAS, as part of the selection process, Staff published an RFP on February 3rd, which included conducted interviews with the two responding firms on February 26th and February 28th respectively; and

WHEREAS, after reviewing both proposals and careful consideration, City Staff recommends selecting Joule Assets, in conjunction with Roctricity, as the TPA for the City of Canandaigua's Community Choice Aggregation Program; and

WHEREAS, this recommendation was reviewed and approved at the March 10th Environmental Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby awards a contract to Joule Assets, in conjunction with Roctricity, for Community Choice Aggregation Third-Party Administration services in the City of Canandaigua.

ADOPTED this 2nd day of April, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-031

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT AND AWARDING A CONTRACT FOR GRANT WRITING SERVICES RELATED TO THE DOWNTOWN REVITALIZATION INITIATIVE

WHEREAS, for the last four years, the City of Canandaigua has submitted applications for the Downtown Revitalization Initiative (DRI) in an effort to secure \$10,000,000 from New York State to fund various projects Downtown; and

WHEREAS, after being a finalist each of the first three years and seeing the funding awarded to other municipalities, the City contracted with MRB Group to submit work with staff to strengthen and improve the application in year four; and

WHEREAS, although unsuccessful last year, the City has made substantial progress on several projects that Staff believe this would strengthen this year's application substantially; and

WHEREAS, Staff received two proposals for grant writing services related to the DRI, Staff recommended the City continue to work with MRB Group to prepare and submit its fifth-round application for an amount not to exceed \$6,500; and

WHEREAS, funding for these services as not included in the 2020 Budget, and Staff recommended the \$6,500 for these services be taken from the City's 2020 Budget Contingency; and

WHEREAS, these recommendations were reviewed and approved at the March 10th Ordinance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, City Council hereby appropriates \$6,500 from the 2020 Budget Contingency and authorizes the Clerk/Treasurer to transfer said funds to the appropriate budget account to fund grant writing services related to the City's fifth-round DRI application from the 2020 Budget Contingency; and

BE IT FURTHER RESOLVED, City Council hereby awards a contract to MRB Group for grant writing services related to the City's fifth-round DRI application in an amount not to exceed \$6,500 and authorized the City Manager to enter into a professional services contract if DRI funding is included in the New York State budget.

ADOPTED this 2nd day of April, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

March 9, 2020

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

**RE: PROFESSIONAL SERVICES PROPOSAL
DOWNTOWN REVITALIZATION INITIATIVE APPLICATION DEVELOPMENT
CITY OF CANANDAIGUA**

Dear John

It is our great pleasure to serve the City of Canandaigua in development of your 2020 application for Downtown Revitalization Initiative funding. The City has demonstrated your position as a vibrant center of commerce and activity, and truly can claim the title of "Downtown to the Region." In anticipation of completing the work required for a successful application, we offer the following proposal.

I. Project Overview

In accordance with anticipated state funding guidelines, the following phases are anticipated:

- A. Foundational Research
Our team will inventory, procure, and review documents appropriate for shaping the application strategy for state funding.
- B. Application Strategy Development
Rooted in research and public input from the City's multiple planning efforts, we will work with the City to identify the best possible strategy for a successful application.

- C. Application and Presentation Development
Leveraging all preliminary work, MRB Group will develop an application for funding, and an associated presentation strategy for engaging with the initial review panel as a funding finalist.

II. Scope of Services and Compensation

In order to address the above-referenced objectives, MRB Group proposes the following scope and fee approach.

- A. Foundational Research
In order to ensure that the grant strategy is closely aligned with regional efforts, and addresses issues found to be competitive in previous round, the MRB Group will conduct a review of:
 1. Historical planning documents for the City and Ontario County.
 2. The Finger Lakes Regional Economic Development Council Strategic Plan and other regionally significant documents.
 3. Winning applications from the Finger Lakes for each of the previous four rounds.

Subtotal of A, Items 1- 3..... \$1,000.00

- B. Application Strategy Development
Leveraging information from our foundational research, the public engagement effort, and our experience in Canandaigua, we will facilitate a series of discussions with the application committee to develop an overarching strategy for the application. This will serve as our roadmap in application development.

Subtotal of B \$1,750.00

- C. Application and Presentation Development
Once final guidelines are received from the state, we will develop a comprehensive and responsive proposal that addresses critical strategic elements of the state's approach and is reflective of community priorities. This includes:
 1. Development of narratives, graphics, maps, and other key elements of the application proposal.
 2. Creation of a visually engaging proposal product, with a strong emphasis on graphics and photography.
 3. Facilitation of a presentation strategy, and structuring of the finalist's presentation itself.

Subtotal of D, Items 1- 3 \$3,750.00

Total Compensation \$6,500.00

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

III. Project Schedule

The anticipated project duration in through July 1, 2020. Final dates for program deliverables will be driven by the yet to be released state funding announcement.

IV. Additional Services

The recommended scope of work contains all elements identified by MRB Group as necessary to complete the contemplated application. Additional services requested by the client may be performed at rates to be negotiated.

V. Commencement of Work

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

VI. Standard Terms and Conditions

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

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

Sincerely,


Ryan T. Colvin, P.E.
President


Matt Horn
Director of Municipal Services

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\2020\mdh-Letter Proposal--C.Canandaigua DRI Application.docx

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

RESOLUTION #2020-032

A RESOLUTION CREATING LIENS UPON CERTAIN CITY PROPERTIES FOR WATER AND SEWER FEES, SOLID WASTE COLLECTION FEES AND CODE ENFORCEMENT AND FIRE INSPECTION ARREARS

WHEREAS, Chapter 14.18 of the City of Canandaigua Charter and Section 452.4 of the General Municipal Law authorizes the creation of property tax liens for delinquent water and sewer charges; and

WHEREAS, Chapter 292-4 B and Chapter 748-84 of the City of Canandaigua Municipal Code authorize the creation of tax liens for delinquent charges for services performed by the City of Canandaigua Code Enforcement Department and unpaid inspection fees; and

WHEREAS, Chapter 600-12 F of the City of Canandaigua Municipal Code authorizes the creation of tax liens for delinquent snow removal fees for work performed by the City of Canandaigua Department of Public Works; and

WHEREAS, Chapter 714-31 B of the City of Canandaigua Municipal Code authorizes the creation of tax liens for delinquent fire inspection fees for inspections performed by the City of Canandaigua Fire Department; and

WHEREAS, Chapter 585-12 F(3) of the City of Canandaigua Municipal Code authorizes the creation of tax liens for delinquent solid waste collection fees; and

WHEREAS, at this date several such outstanding invoices in arrears exist on the City records which are detailed in the attached statement; and

WHEREAS, the property owners on the attached list have been notified of the delinquent charges by the City of Canandaigua Clerk/Treasurer's Office;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby creates liens on the properties listed on the attached statement; and

BE IT FURTHER RESOLVED, that said liens shall be added to the City's tax roll and enforced in the same manner as other City taxes.

ADOPTED this 2nd day of April, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

**City of Canandaigua
Delinquent and Unpaid Charges to be
levied against 2020 Taxes**

Summary:	# Of Violations	Total Dollar Value
Total Water/Sewer	271	\$ 124,980.32
Total Refuse	37	8,828.00
Total Fire Inspections	1	75.00
Total Housing Inspections	9	1,510.00
Total Tent Inspections	1	60.00
Total Code Violations	58	6,942.29
 GRAND TOTAL	 377	 \$ 142,395.61

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
<u>Water/Sewer Charges:</u>		
NICOSIA, CATHERINE	45 ACADEMY PL	544.24
COLOGGI, JOSEPH A	81 ADELAIDE AVE	12.40
INGALLS, JENNIFER	93 ADELAIDE AVE	12.40
COOK, DANE K	113 ADELAIDE AVE	310.99
DUFFY, NATHANIEL J.	129 ADELAIDE AVE	285.27
BRADFORD, JEFFREY M.	19 ANTIS ST	380.36
SGRO, BRIAN	24 ANTIS ST	35.27
GREEN, BENJAMIN	1 ARLINGTON CIR	285.27
LUNDY, JOANNE/MICHAEL	42 ARLINGTON PK	95.09
COOPER, CRAIG / KRISTA	104 ARLINGTON PK	190.38
PALMER, MATTHEW	32 BAKER DR	653.75
LYNN, DALTON / PAULIN	58 BAKER DR	380.36
RUOCCO, GINA	76 BEALS ST	623.21
HARRIS, JASON A/AMANDA	108 BEALS ST	419.43
JOHNSTON, JANET	121 BEALS ST	388.85
WATERFORD PROPERTIES INC	5 BEEMAN ST	1,806.76
WATERFORD PROPERTIES INC	1 BEEMAN ST A	380.36
WATERFORD PROPERTIES INC	1 BEEMAN ST B	380.36
WATERFORD PROPERTIES INC	1 BEEMAN ST C	380.36
WATERFORD PROPERTIES INC	1 BEEMAN ST D	380.36
WATERFORD PROPERTIES INC	1 BEEMAN ST E	380.36
CASAS GUEVARA LLC	106 BEMIS ST	1,969.79
KOLBECK, WILLIAM J	53 BRISTOL ST	385.46
DAVIS, JONATHAN L	65 BRISTOL ST	1,537.62
BRIGGS, JOHNATHAN M	90 BRISTOL ST	1,083.37
PINNEO, KYLE	140 BRISTOL ST	313.31
YEARS, JOHN	160 BRISTOL ST	950.93
DELEO, ANTHONY	171 BRISTOL ST	793.87
DAVIS, KELLY M	218 BRISTOL ST	219.05
JONES, ADELFA	264 BRISTOL ST	578.21
QUAYLE JR, EDWARD	55 BUFFALO ST	394.80
GARDNER, KENNETH J	213 BUFFALO ST	777.73
HOLTZ, JOHN/REGINA	225 BUFFALO ST	270.85
MITCHELL, ELIZABETH S	240 BUFFALO ST	450.84
JOSLYN, LAUREL	264 BUFFALO ST	424.52
FORJONE, PATRICIA	7 CALMAN PL	380.36
IRWIN, MARK C	29 CANANDAIGUA	315.78
MORTIER, TAMMY/CHRISTOPH	37 CANANDAIGUA	422.83
FISCHER, MATTHEW M.	58 CANANDAIGUA	285.27
BAGLEY, CINDY	83 CANANDAIGUA	380.36
BROWN, THOMAS	99 CANANDAIGUA	380.36
HENDEE, CHRISTINE	103 CANANDAIGUA	21.97
KEYSER, DONALD	11 CAYUGA RD	321.78
HALL, ERIC	257 CENTER ST 2	380.36
CHENEY, JENIFER A	60 CHAPEL ST	529.81
PILLARD, GERALD J/MARY L	39 CHAPIN ST	327.07

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
COYNE, ROBERT D/CAROL	43 CHAPIN ST	612.17
DEAN, LISA	76 CHAPIN ST	707.25
DUNLAP, DEBORAH	141 CHAPIN ST	380.36
DAVIS, JOHNATHAN L	148 CHAPIN ST	546.78
LYNN, DAVID A.	151 CHAPIN ST	515.39
KILLIAN, TERRA	169 CHAPIN ST	365.16
GODLEWSKI, GAVIN/DEBORAH	181 CHAPIN ST	380.36
BEMUS, JAMES	185 CHAPIN ST	380.36
CASE, GEOFFERY T.	203 CHAPIN ST	504.32
CHINN, THERON R.	241 CHAPIN ST	95.09
200 CHAPIN ST ENTERPRISES LLC	200 CHAPIN ST DOWN	380.36
200 CHAPIN ST ENTERPRISES LLC	200 CHAPIN ST UP	380.36
WHITNEY, VIRGINIA	49 CHARLOTTE ST	380.36
CRAIG, SEAN/CONSTANCE	60 CHARLOTTE ST	380.36
BAXTER, BETSY L	69 CHARLOTTE ST	380.36
WESLEY, SHERRY J	110 CHARLOTTE ST	34.63
YEARS, JOHN	61 CHARLOTTE ST A	461.88
YEARS, JOHN	61 CHARLOTTE ST B	752.25
14-16 CLARK ST ENTERPRISES LLC	14 CLARK ST	1,070.64
MILLER, KARA A.	20 CLARK ST	607.08
LIBBY, MICHAEL/BRANDI	31 CLARK ST	380.36
HIBBARD III, RHUEL E	80 CLARK ST	380.36
HIBBARD III, RHUEL E	153 CLARK ST	670.74
JONES, RONALD C/ MARY	181 CLARK ST	642.72
FRENCH, KERRY J.	62 COTLAND RD	385.46
BONAVENTURA, LAUREN / HILLAR	209 DAVIDSON AVE	142.64
SAGER, JEREMY/KRISTY	230 DAVIDSON AVE	596.00
O'SHEA, LINDA W	38 DEERFIELD DR	361.25
MILLER, MARGARET	9 DORSET DR	380.36
BIBBENS, STEPHEN M.	10 DORSET DR	389.70
WOJTAROWICZ, JAMES C/SALLY	54 DORSET DR	380.36
ROGERS, DAVID A	382 EAST ST	111.23
CECILIANO, DINA L	388 EAST ST	604.52
CERAVOLO, JAY A/SHELLEY M	462 EAST ST	909.34
HILL, SHAWNEE REBEKAH	86 ELLIS PL	848.20
LAHUE, ANDREW	120 FORT HILL AVE	528.10
TRUMBULL, MATTHEW S.	130 FORT HILL AVE	380.36
FILIPPELLO, TRICIA/MICHAEL	144 FORT HILL AVE	394.80
BARRETT, DONALD W.	149 FORT HILL AVE	288.67
GRAY, KRISTY	162 FORT HILL AVE	204.62
CRANE, DAVID W	180 FORT HILL AVE	433.01
US BANK NA AS TRUSTEE	195 FORT HILL AVE	456.69
LINCOLN, GINA M	199 FORT HILL AVE	380.36
MARSILLET, GAIL M	204 FORT HILL AVE	380.36
NWAOBIA, ISHMAEL / MELAN	208 FORT HILL AVE	380.36
WILD, LISA A	215 FORT HILL AVE	380.36
SWEET, WAYNE/SANDRA	232 FORT HILL AVE	95.09

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
DAVIS, KELLY S	256 FORT HILL AVE	380.36
DELEO, ANTHONY J.	45 FOSTER ST	855.84
KIDDER, SCOTT L	51 FOSTER ST	412.64
SMITH, CHRISTIAN/HANA	91 GIBSON ST	722.54
FINGER LAKES DDSO OPWDD	152 GIBSON ST	56.81
WALLACE, CYNTHIA	189 GIBSON ST	382.91
LONGO, KEVIN L/KIMBERL	257 GIBSON ST	766.71
SINTON, SANDRA	280 GIBSON ST	80.83
WESTBROOK, CORY R.	303 GIBSON ST	309.05
GOODWIN, JAMES G	310 GIBSON ST	95.09
FINGER LAKES DDSO OPWDD	338 GIBSON ST	120.16
GUTIERREZ, BENJAMIN/EMILY	353 GIBSON ST	95.09
SMITH, SCOTT C	20 GORHAM ST	380.36
ISTVAN, ADAM J.	32 GORHAM ST	546.79
REALS, SHARI	70 GORHAM ST	390.55
CAREY III, JOHN A.	82 GORHAM ST	202.08
FUHRMANN, DANIEL C	132 GORHAM ST	380.36
RATTRAY, KEITH	138 GORHAM ST	547.64
ORBAKER, HOPE	157 GORHAM ST	498.39
YEARS, JOHN M	164 GORHAM ST	402.44
MASTIN, MICHAEL	173 GORHAM ST	119.72
POWER, SEAN C/JENNIFER	184 GORHAM ST	612.15
INSALACO, THOMAS	270 GORHAM ST	95.09
ST. DENIS, BRUNO	316 GORHAM ST	943.30
ST. DENIS, ROSEMARY/BRUN	328 GORHAM ST	380.36
SCHMEER, JEFFREY D	360 GORHAM ST	331.60
STRINGER, FREDERICK/LISA	41 GRANGER ST	380.36
WOODARD, COLLIE S	79 GRANGER ST	380.36
MILLER, ETHAN	89 GRANGER ST	776.89
FOX, MARTIN	134 GRANGER ST	705.55
SWEET, JOHN/MEGAN	135 GRANGER ST	332.27
BRUNELLI, LISA MICHELLE	140 GRANGER ST	188.80
FISCHER, LEONARD A	189 GRANGER ST	225.74
NATOLI, BRENDA	40 GREIG TER	722.55
BIAMONTE, LIANE	28 GREIG TER 2	380.36
SCHREINER, FREDERICK/COLLE	42 GROVE DR	95.09
FISCHETTE, DAVID M.	57 HAMLIN DR	435.32
MORRISEY, PHILLIP	11 HIGHLAND TER	380.36
FARNHAM, KEVIN	23 HIGHLAND TER	380.36
PIETROPAOLO JR , ROCCO	39 HIGHLAND TER	393.95
PIETROPAOLO JR , ROCCO	45 HIGHLAND TER	658.01
GREEN, JOYCE	27 HOLIDAY LN	703.01
BEAGLEY, STARBUCK/APRIL	94 HOLIDAY LN	837.17
PANARA, ROGER B	27 HOWELL ST	910.18
BLACK, JEREMY / SARAH	39 HOWELL ST	912.40
SHEAN, ANNE KENNEDY	53 HOWELL ST	1,051.61
RUSSELL, SARAH R.	209 HOWELL ST	136.70

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
HOEKELMAN, GRETCHEN A	96 HUBBELL ST	380.36
MORRIS, NATHAN/JASMYN	109 HUBBELL ST	35.27
ELIAS, JOSHUA / DARCEY	110 HUBBELL ST	386.31
MALCOLM, MICHAEL P	118 HUBBELL ST	393.95
BLACK, JEREMY / SARAH	146 HUBBELL ST	330.76
BALDO, CHARLES	7 ISLAND LANE	380.36
COLE, JEREMY	69 JEFFERSON AVE	594.35
WHITCOMB, SARAH C.	71 JEFFERSON AVE	190.18
BADER III, JOSEPH C.	55 LISK AVE	419.43
SANKO, MATTHEW	233 MASON ST	797.27
SMITH, RYAN M	264 MASON ST	203.77
WALSH, COCOA	271 MASON ST	896.60
SCHUR, DONALD	286 MASON ST	464.43
BARNARD, DAVID/STACIE A	186 N BLOOMFIELD	751.40
ZALACCA, JOHN / LISA	242 N BLOOMFIELD	380.36
SCHAEFER, CHARLES/JENNIFE	137 N MAIN ST	656.03
BAKER, DAVID B/DEBORAH	197 N MAIN ST	389.71
ILF REALTY LLC	210 N MAIN ST	1,806.72
VIGNERI JR, FRANK/DIANE	350 N MAIN ST	478.87
MCNIECE, KURT/MICHELLE	383 N MAIN ST	531.51
VANWUYCKHUYSE, DAVID/LAURA	404 N MAIN ST	680.94
STEVENSON, ROBERT A	426 N MAIN ST	478.85
QUAYLE JR, EDWARD	333 N MAIN ST BRBER	699.60
QUAYLE JR, EDWARD	333 N MAIN ST CLNER	285.27
MCCANN, KARI	11 N PEARL ST	12.29
DEBROCK, JENNA	27 N PEARL ST	727.62
ALBRECHT, ROBERT/MICHELE	100 N PEARL ST	538.29
GOODENOUGH, JEANNIE M.	213 N PEARL ST	1,449.05
MEEK, PHILLIP / MEGAN	276 N PEARL ST	545.96
MOORE, CHAD	290 N PEARL ST	95.09
SPINA, THOMAS R/JENNIF	226 N PLEASANT ST	399.89
DANIELS, JAY / PATRICIA	256 N PLEASANT ST	380.36
STOYLES, LUCY Z.	259 N PLEASANT ST	411.77
BORGHI, KEVIN	266 N PLEASANT ST	392.27
COYNE, ROBERT	313 N PLEASANT ST	399.89
WING, KENNETH R/LINDA	321 N PLEASANT ST	1,271.87
GREENE, MAE	181 NIAGARA ST	95.09
HAMPTON, DANIEL/LINDA	114 ONTARIO ST	764.14
TAY, WILLIAM	259 ONTARIO ST	198.40
COLLETTI, JOEL E/SALLY AN	86 PARK AVE	604.25
BLACK, JEREMY / SARAH	92 PARK AVE	508.57
WALKER, STACEY	104 PARK AVE	432.16
MASLINE-ELLIOTT ENTERPRISES LL	126 PARK AVE	382.07
MASLINE-ELLIOTT ENTERPRISES LL	128 PARK AVE	452.54
MUELLER, JAMES	190 PARK ST	952.63
CUTRI, FRANK/ADRIANNE	196 PARK ST	484.81
PERRIN, MARRIE/DANIEL E	213 PARK ST	385.46

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
190 PARRISH APARTMENTS LLC	11 PARRISH ST	42.74
CARR, KENNETH D	154 PARRISH ST	380.36
LANE, ALLYSON	178 PARRISH ST	404.98
190 PARRISH APARTMENTS LLC	10A PARRISH ST	65.52
190 PARRISH APARTMENTS LLC	10B PARRISH ST	66.21
190 PARRISH APARTMENTS LLC	10C PARRISH ST	61.57
190 PARRISH APARTMENTS LLC	3A PARRISH ST	69.60
190 PARRISH APARTMENTS LLC	3B PARRISH ST	19.14
190 PARRISH APARTMENTS LLC	5A PARRISH ST	32.28
190 PARRISH APARTMENTS LLC	5B PARRISH ST	24.22
190 PARRISH APARTMENTS LLC	6A PARRISH ST	9.05
190 PARRISH APARTMENTS LLC	8B PARRISH ST	246.95
190 PARRISH APARTMENTS LLC	9B PARRISH ST	228.82
NORMAN, CHRISTIANA	24 PERRY PL	189.66
YACCI (ESTATE) , BETTY	57 PHELPS ST	4,173.89
BARKLEY, RONALD J	63 PHELPS ST	426.22
SALISBURY, BRUCE	77 PHOENIX ST	618.11
GILLEN, TIMOTHY	83 PHOENIX ST	396.49
ELLISON, GAYLA M	88 PHOENIX ST	651.22
PARKISON, RICHARD/ANGELA	89 PHOENIX ST	213.96
SEABORN, GREGORY /BRENDA	97 PHOENIX ST	393.12
CARPENTER, MICHAEL O	99 PHOENIX ST	190.18
FROST, JOHN K	103 PHOENIX ST	380.36
KEIM, KYLE/MICHELLE	104 PHOENIX ST	285.27
LYNN, GERALD DANIEL	132 PHOENIX ST	190.18
FROST, JOHN	103 PHOENIX ST 2	380.36
VIGNERI, FRANK/DIANE	98 PLEASANT ST	449.15
REASON, RONALD	110 PLEASANT ST	2,019.20
CROUSE, WAYNE/CHARITO	145 PLEASANT ST	15.86
BARDWELL, STEPHEN	151 PLEASANT ST	380.36
LYON, VICTORIA	203 PLEASANT ST	428.76
AUSTIN, BARBARA	214 PLEASANT ST	483.10
McHENRY, MAUREEN K	225 PLEASANT ST	451.70
MINSTER, ERIK J	214 PROSPECT ST	380.36
CECERE RONALD S	182 S MAIN ST	3,937.87
WATERFORD PROPERTIES INC	195 S MAIN ST	380.36
MURCH, MICHAEL P	450 S MAIN ST	403.28
3 DEMOS LLC	759 S MAIN ST	928.00
TIRADO, MARIO	88 S PEARL ST	557.91
GANNON, BARBARA	164 S PEARL ST	502.64
YOUNG, KEITH	263 S PEARL ST	412.64
HURLBURT, TERRYL	65 SALTONSTALL	371.87
PAYNE, ROBERT J.	130 SALTONSTALL	410.08
SAXBY, RICHARD	170 SALTONSTALL	414.32
35 SALTONSTALL LLC	35 SALTONSTALL A	40.31
35 SALTONSTALL LLC	35 SALTONSTALL B	87.95
STONEWELL, MICHAEL/KRISTA	143 SAND ST	425.38

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
FRIEL, KEVIN/CHRISTINA	20 SCOTLAND RD	523.02
GRUBE, MATTHEW/REBECCA	65 SCOTLAND RD	501.78
BEASLEY, KEVIN	71 SCOTLAND RD	380.36
CAVAN, JOHN M	11 SENECA DR	427.91
LANGDON SR, MICHAEL J	56 SENECA DR	438.12
WRIGHT, AMY	156 TELYEA ST	69.09
SHEAN, KARL	167 TELYEA ST	470.37
WELCH, MARIE E	71 TILLOTSON ST	380.36
BROWN, FLOYD H	74 TILLOTSON ST	380.36
RAKIN, DENNIS A.	80 TILLOTSON ST	156.85
VANWAES, CHARLENE	93 TILLOTSON ST	433.87
WISE, MARGARET	94 TILLOTSON ST	450.01
DAVIS, JONATHAN L	15 W GIBSON ST	321.53
JACKSON, CHRISTINE	43 W GIBSON ST	380.36
LOONEY, DANIEL R	83 W GIBSON ST	401.96
ALBRIGHT, ROSS E	89 W GIBSON ST	104.43
MACK, THOMAS P	98 W GIBSON ST	432.16
WELLS, MICHAEL/KATHERI	108 W GIBSON ST	423.67
WATSON, ANDREW T	196 W GIBSON ST	402.63
CRANE, NATHAN W	210 W GIBSON ST	398.19
CALMAN, TODD	704 W LAKE DR	380.36
CRAIG, DAVID/MICHELE	307 WALKER DR	380.36
PALMER, MATTHEW	89 WEST AVE	380.36
HIBBARD, JO-EL	107 WEST AVE	95.09
HIBBARD, JO-EL	109 WEST AVE	107.82
WEST AVE CA LLC	132 WEST AVE	13.95
LEGRETT, JAMES P.	152 WEST AVE	95.09
YOUNG, AARON B	173 WEST AVE	475.47
WHITBECK, KIMBERLY	200 WEST AVE	380.36
PRIDDY, JENNIFER L.	204 WEST AVE	380.36
BLISS JR, DAVID L/TATYANA	242 WEST AVE	81.33
PALMER, KENDRICK	329 WEST AVE	380.36
KELLER, JEANNE	331 WEST AVE	380.36
KELLER (ESTATE), JEANNE	337 WEST AVE	518.75
TRAINOR, DANIEL / PATRIC	354 WEST AVE	404.14
DAUM, RACHEL	24 WOOD ST	326.04
RAEMAN, RICHARD C	48 WOOD ST	485.19
	Total Water/Sewer	\$ 124,980.32
Refuse Fee:		
NICOSIA, CATHERINE	45 ACADEMY PL	198.40
PFEIFFER, RAYMOND	52 BRISTOL ST	396.80
DAVIS, JONATHAN L	65 BRISTOL ST	595.20
BRIGGS, JOHNATHAN M	90 BRISTOL ST	198.40
SYMONDS, DWIGHT A.	91 BRISTOL ST	198.40
YEARS, JOHN	160 BRISTOL ST	198.40
DELEO, ANTHONY	171 BRISTOL ST	396.80

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
DEAN, LISA	76 CHAPIN ST	198.40
DAVIS, JOHNATHAN L	148 CHAPIN ST	198.40
PARSONS, MATTHEW	210 CHAPIN ST	198.40
200 CHAPIN ST ENTERPRISES LLC	200 CHAPIN ST DOWN	198.40
CRAIG, SEAN/CONSTANCE	60 CHARLOTTE ST	198.40
YEARS, JOHN	61 CHARLOTTE ST A	198.40
14-16 CLARK ST ENTERPRISES LLC	16 CLARK ST	198.40
SAGER, JEREMY/KRISTY	230 DAVIDSON AVE	198.40
DELEO, ANTHONY J.	45 FOSTER ST	198.40
ORBAKER, HOPE	157 GORHAM ST	198.40
NATOLI, BRENDA	38 GREIG TER	198.40
BIAMONTE, LIANE	28 GREIG TERRACE	198.40
PANARA, ROGER B	27 HOWELL ST	198.40
BLACK, JEREMY / SARAH	39 HOWELL ST	396.80
SHEAN, ANNE KENNEDY	53 HOWELL ST	198.40
MARSHALL, JEREMY	236 JEFFERSON AVE	198.40
WALSH, COCOA	271 MASON ST	198.40
GERMAN, SHEILA	46 N MAIN ST	198.40
VIGNERI JR, FRANK/DIANE	350 N MAIN ST	198.40
MCNIECE, KURT/MICHELLE	383 N MAIN ST	198.40
GOODENOUGH, JEANNIE M.	213 N PEARL ST	198.40
HAMPTON, DANIEL/LINDA	114 ONTARIO ST	198.40
MASLINE-ELLIOTT ENTERPRISES LL	128 PARK AVE	198.40
FROST, JOHN K	103 PHOENIX ST	198.40
VIGNERI, FRANK/DIANE	96 PLEASANT ST	198.40
DAVIES, DAVID/KELLY	455 S MAIN ST	396.80
DAVIS, JONATHAN L	15 W GIBSON ST	595.20
LOONEY, DANIEL R	83 W GIBSON ST	98.40
SIMONSON, TIMMIE	136 WEST AVE	198.40
KELLER (ESTATE), JEANNE	337 WEST AVE	198.40

Total Refuse	\$ 8,828.00
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Fire Inspections:

PALMER AUTOMOTIVE	89 WEST AVE	75.00
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Total Fire Inspections:	\$ 75.00
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Housing Inspections:

BONI, IAN MITCHELL	43 PHOENIX ST	70.00
SHEAN, KARL	167 TELYEA ST	600.00
FURMANSKY, JOSEPH/REBECC	74 BRISTOL ST	70.00
POLITO, MICHAEL	16 HIGHLAND TERRACE	50.00
CRAIG, SEAN/CONSTANCE	60 CHARLOTTE ST	50.00
SHEAN, ANNE KENNEDY	53 HOWELL ST	370.00
FURMANSKY, JOSEPH	207 SOUTH MAIN ST	160.00
BONI, IAN	38 PHOENIX ST	70.00

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
LOONEY, DANIEL R	83 WEST GIBSON ST	70.00
Total Housing Inspections		\$ 1,510.00
 Tent Inspections:		
CASAS GUEVARA LLC	106 BEMIS ST	60.00
Total Fire Inspections:		\$ 60.00
 <u>Code Violations</u>		
RUOCCO, GINA	76 BEALS ST	200.00
BLISS JR, DAVID L/TATYAN	242 WEST AVE	110.67
BUGBEE, PETER H.	226 PLEASANT ST	200.00
US BANK NA AS TRUSTEE	195 FORT HILL AVE	221.32
HETELEKIDES, GEORGIOS	64 BRISTOL ST	100.00
COOPER, SUSAN	268 GORHAM ST	250.00
FURMANSKY, JOSEPH/REBECC	74 BRISTOL ST	200.00
ELLISON, GAYLA M	88 PHOENIX ST	100.00
TEETER, SHEPHANIE J.	73 NIAGARA ST	300.00
EDDINGER, DANIEL/PEGGY	181 FORT HILL AVE	100.00
BIAMONTE, LIANE	28 GREIG TERRACE	250.00
JONES JR, WALTER W/DIANE	46 CLARK ST	100.00
KEIM, KYLE/MICHELLE	104 PHOENIX ST	595.30
MCCONNON, RYAN	85 CHAPIN ST	100.00
PIETROPAOLO JR , ROCCO	300R WEST AVE (curb)	275.00
MUSCATO, DAVID/KRISTEN	529 NORTH MAIN ST	80.00
PALMER, MATTHEW	32 BAKER DR	80.00
BLISS JR, DAVID L/TATYAN	242 WEST AVE	80.00
MCNIECE, KURT/MICHELLE	383 NORTH MAIN ST	240.00
CARSON, KEVIN/KATHRYN A	426 SOUTH MAIN ST	80.00
MORRICE(ESTATE), MARLENE	56 BUFFALO ST	80.00
MARSHALL, JEREMY	236-240 JEFFERSON AVE	80.00
US BANK NA AS TRUSTEE	195 FORT HILL AVE	80.00
WILD, LISA A	215 FORT HILL AVE	80.00
COOPER, SUSAN	268 GORHAM ST	80.00
DESIO, BRIAN R.	250 GORHAM ST	160.00
DAVIS, KELLY S	256 FORT HILL AVE	80.00
DUNTON, MICHELLE	59 CHAPIN ST	80.00
CARSON, KEVIN	439 NORTH MAIN ST	80.00
DAVIES-VOKES, JANET M.	89 FOSTER ST	80.00
SEA DOG ASSOCIATES LLC	470 NORTH MAIN ST	160.00
LIBBY, MICHAEL/BRANDI	31 CLARK ST	80.00
JONES, RONALD C/ MARY	181 CLARK ST	80.00
MURCH, MICHAEL P	450 SOUTH MAIN ST	80.00
REASON, RONALD	110 PLEASANT ST	160.00
LEONARD, ALAN / KARIN	166 CLARK ST	80.00
ALLEN, MICHAEL R	95 NIAGARA ST	80.00

City of Canandaigua
Delinquent and Unpaid Charges to be levied against 2020 Taxes

Property Owner	Service Address	Amount
PERRIN, STEVEN M.	137 NIAGARA ST	80.00
PURDY, CLAYTON	165 NIAGARA ST	80.00
FISCHETTE, DAVID M.	57 HAMLIN DR	80.00
DENNIS, BONNIE S.	56 BAKER DR	80.00
LYNN, DALTON / PAULIN	58 BAKER DR	80.00
HAWRYSCHUK, MIRANDA L.	36 BUFFALO ST	80.00
IRWIN, MARK C	29 CANANDAIGUA AVE	80.00
GRAY, KRISTY	162 FORT HILL AVE	80.00
FURMANSKY, JOSEPH/REBECC	74 BRISTOL ST	80.00
WAGER, KEVIN	160 WEST AVE	80.00
WHITBECK, KIMBERLY	200 WEST AVE	80.00
KEY, LLOYD	127 NORTH MAIN ST	80.00
PFEIFFER, RAYMOND	52 BRISTOL ST	80.00
MONAHAN, AARON	471 NORTH MAIN ST	80.00
CRONK, PENNY	28 CLARK ST	80.00
VIGNERI, FRANK/DIANE	96-98 PLEASANT ST	80.00
WHITCOMB, SARAH C.	71 JEFFERSON AVE	80.00
SIMONSON, TIMMIE A	65-67 PARK AVE	80.00
DJM NNN IV LLC	539 NORTH MAIN ST	80.00
GERMAN, SHEILA	46 NORTH MAIN ST	80.00
14-16 CLARK ST ENTERPRIS	14-16 CLARK ST	80.00

Total Code Violations **6,942.29**

271	Total Water/Sewer	124,980.32
37	Total Refuse	8,828.00
1	Total Fire Inspections	75.00
1	Total Tent Inspections	60.00
9	Total Housing Inspections	1,510.00
58	Total Code Violations	6,942.29
377	GRAND TOTAL	142,395.61

City of Canandaigua

Relevy History

Summary:	2020	2019	2018	2017
Total Water/Sewer	271 \$ 124,980.32	243 \$ 110,306.33	265 \$ 135,185.33	270 \$ 157,554.72
Total Refuse	37 8,828.00	32 7,489.20	33 7,150.20	34 7,552.00
Total Fire Inspections	1 75.00	2 300.00	1 60.00	4 540.00
Total Housing Inspections	9 1,510.00	22 1,720.00	15 930.00	13 1,460.00
Total Tent Inspections	1 60.00			
Total Code Violations	58 6,942.29	30 5,787.50	18 6,293.65	32 5,011.63
GRAND TOTAL	377 \$ 142,395.61	329 \$ 125,603.03	332 \$ 149,619.18	353 \$ 172,118.35