

REVISED AGENDA
ENVIRONMENTAL COMMITTEE & ORDINANCE COMMITTEE
Tuesday, March 10, 2020
7:00 PM
Council Chambers- The Hurley Building

Environmental Committee: Karen White, Chair
Robert O'Brien
Renée Sutton- Attending from Home Via Phone
Dan Unrath

1. Fluoride in City Water

The CDC has stated that the fluoridation of water is one of the ten great public health achievements of the 20th century as it has resulted in a dramatic decline in the prevalence and severity of tooth decay. Beyond the public health benefits of fluoridation, there are ancillary benefits in the overall water treatment process itself as well as in determining if there is and the location of water main breaks which results in significant savings for City operations. Nevertheless, concerns about the fluoridation of water are raised from time to time and at the February 6th City Council meeting, Councilmember Steve Uebbing requested to discuss the topic as concerns were raised by residents to him. It should be noted that if the City Council desired to discontinue fluoridation, the NYS Department of Health, in accordance with NYS Public Health Law, will require an engineering study identifying what the impact would be, new corrosion control, lead and copper studies, a survey of local dentists and several public hearings. Afterward, regardless of the determination made by City Council, the final decision on fluoridation would be up to the New York State Commissioner of Public Health.

2. Impact Earth Agreement

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 to complete a Government Operations Greenhouse Gas Inventory, Community Greenhouse Gas Inventory, Natural Resources Inventory, and Climate Vulnerability Assessment. As part of the application process required a detailed description and cost estimate of the proposed projects, City Staff put out an RFP for the completion of these assessments. Through that process, Impact Earth was chosen as the consultant to complete these projects if grant funding was awarded. 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. In December, the City was awarded this grant. Funding was not included in the 2020 Budget for this project. In addition to formally awarding a contract to Impact Earth to complete these assessments, a budget amendment is necessary to fund the \$27,937.50 local match which is recommended from the 2020 Budget Contingency.

3. CCA 3rd Party Administrator

At its November 7th meeting, City Council passed Local Law #2019-003 establishing a Community Choice Aggregation (Energy) Program in the City of Canandaigua. 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. An RFP was published on February 3rd, with two respondents providing proposals. As part of the selection process, Staff conducted interviews with both firms on February 26th and February 28th respectively. 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.

4. Solid Waste Audit Update

In 2019, the City completed a Municipal Waste Assessment to determine its landfill diversion rate and identify opportunities reduce the amount of solid waste sent to the landfill as a result of municipal operations. The assessment found that while the City's landfill diversion rate of 36% is substantially higher than baselines established for other agencies, there were opportunities for improvement that could allow the City to achieve a 60% diversion rate by 2021. When these results were reported at the October 8th Environmental Committee meeting, members of Council requested that Staff provide an update in the first quarter of 2020 on progress towards achieving the goals outlined in the report. Assistant City Manager Rob Richardson will discuss the work that has been done to increase the City's landfill diversion rate and answer questions for Council.

Ordinance Committee: Renée Sutton, Chair- Attending from Home Via Phone

Robert O'Brien

Karen White

Erich Dittmar

1. DRI Application

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. Despite being a finalist each of those years, the City's application was not selected and the funding was awarded to other municipalities. Last Year, the City contracted with MRB Group to submit work with staff to continue to improve our application, however it was not selected for award. Since that time, however, the City has made substantial progress on several projects and Staff believe this would strengthen our application substantially should we choose to submit. At the March 3rd Planning Committee meeting, Staff suggested that we continue to work with MRB Group, who proffered a cost of \$8,5000 to prepare and submit the City's fifth round application. This was the same cost MRB charged for last year's application. Council requested Staff go back to MRB to obtain a formal proposal and negotiate a better rate reflective of the work needed for this year's application. During that time Bergmann also submitted a proposal to complete the application. After reviewing the proposal from Bergmann (\$7,000) and the proposal from MRB (\$6,500), Staff recommends continuing work with MRB Group to submit the City of Canandaigua's 2020 DRI Application.

2. Outside Agency Contract – Chamber of Commerce

The City has had an outside agency contract with the Canandaigua Chamber of Commerce for many years to promote the City and act as a visitor center. During the budget review process, concerns were raised regarding the level of services provided. In lieu of approving the outside agency contract, the City Council directed the City Manager to meet with the Chamber to renegotiate the contract. During this process, the services were discussed at length with the Chamber as well as the Town Manager to enhance and reinvigorate the contract as joint venture for promotion of Canandaigua as a whole. Attached to the agenda is a proposal the promotion of the area which involves a sharing arrangement of the cost with the Town of Canandaigua.

3. Budget Amendment –Clerk/Treasurer's Office Reorganization

Recently, a member of the Clerk/Treasurer's Office Staff, applied for and was approved for disability retirement. With this news, we must plan to ensure that the office continues to function through the transition and ensure that institutional knowledge is transferred as well as job function training. There is also an opportunity to make long term improvements that can address work burden and items identified in the National Employee Survey. As such, the City Manager is requesting that City Council approve transferring up to \$25,000 from budget contingency to fund a part-time position that will be filled with the employee retiring. Funds will only be transferred from contingency if other areas in the budget cannot be identified to be transferred. More details can be shared in executive session to discuss the personnel history.

4. Criminal Justice Reforms

Last year the State of New York made changes to laws pertaining to discovery that dramatically accelerate the timing of discovery and the expansion of the matters to which it applies. It is anticipated that these changes will have significant cost and justice implications for cities and villages. NYCOM has asked cities and villages to consider adopting a resolution requesting amendments to: ensure that cities and villages are provided with additional financial and operational support to offset the cost of these mandated measures; allow 60 days for prosecutors to disclose evidence to the defense for criminal charges; exclude from the accelerated discovery requirements any charge not involving a misdemeanor or felony; adjust the 20-day arraignment requirement to accommodate local courts that meet on a monthly basis; and allow prosecutors to withhold sensitive information, such as victim contact information, without having to obtain a court order.

5. Taxi Cab Licensing

Currently, the City of Canandaigua requires taxi companies and operators to be licensed (Chapter 618 of City Code). City Staff is requesting that this requirement be reviewed by City Council as licensing taxis maybe unnecessary. There is very little “taxi” activity in the City, with most companies focusing on medical transport which has its own regulations and safety standards for licensing. In addition, the emergence of Uber and Lyft, who are licensed by New York State, have a strong presence in the City and provide the same services as a taxi. Considering the minimal number of licenses issued, the strength of alternative options, and the potential liability the City takes on by licensing taxis, City Staff believes that licensing taxis only creates superfluous work for the Clerk’s Office. This item has been added to the agenda for further discussion.

6. Snow Removal Fee

At the February 18th Environmental Committee meeting, there was a discussion about concerns raised by residents regarding the City’s Snow Removal Ordinance. Currently, the fee for snow removal is \$80. Now that the City proactively enforces the ordinance and can identify multiple violations at the same time, however, concerns have been raised that the \$80 fee is excessive and should be adjusted. The current ordinance assesses the fee based on a calculation that includes a minimum 1 hour of labor, and Council requested that Staff revise the existing ordinance to assess the fee based on a minimum of 30 minutes of labor to see what that fee would be. It should be noted that the ordinance also provides for the ability to issue violations in addition to the fee which have not been issued

Next Meeting: April 21, 2020

Community Water Fluoridation



Tooth decay is one of the most common chronic diseases among American children. One of four children living below the federal poverty level experience untreated tooth decay.¹



Tooth decay and its complications are preventable.²

Community water fluoridation (CWF) is “the controlled addition of a fluoride compound to a public water supply to achieve a concentration optimal for dental caries prevention.”²

Safe

- The safety and benefits of fluoride are well documented and have been reviewed comprehensively by several scientific and public health organizations.³⁻⁵
- No convincing scientific evidence has been found linking community water fluoridation (CWF) with any potential adverse health effect or systemic disorder such as an increased risk for cancer, Down syndrome, heart disease, osteoporosis and bone fracture, immune disorders, low intelligence, renal disorders, Alzheimer’s disease, or allergic reactions.^{4,6}
- Documented risks of CWF are limited to dental fluorosis, a change in dental enamel that is primarily cosmetic in its most common form. In the United States today, most dental fluorosis is of the mildest form, with no effect on how teeth look or function.⁷

Effective

- The US Community Preventive Services Task Force issued a strong recommendation in 2001 and again in 2013 for CWF for the prevention and control of tooth decay.^{6,8}
- Water fluoridation prevents tooth decay by providing frequent and consistent contact with low levels of fluoride, ultimately reducing tooth decay by about 25% in children and adults.⁹⁻¹²
- Schoolchildren living in fluoridated communities on average have 2.25 fewer decayed teeth compared with similar children not living in fluoridated communities.⁶

Reduce Disparities

- CWF has been identified as the most cost-effective method of delivering fluoride to all members of the community regardless of age, educational attainment, or income level.^{13,14}

Cost-Saving

- By preventing tooth decay, CWF has been shown to save money, both for families and the health care system.^{11,15}
- The return on investment for CWF varies with size of the community, increasing as the community size increases. CWF is cost-saving—even for small communities.^{15,16}

Public Health Achievement

- Because of its contribution to the dramatic decline in tooth decay over the past 70 years, CDC named CWF 1 of 10 great public health achievements of the 20th century.¹³
- In 2012, more than 210 million people, or nearly 75% of the U.S. population served by public water supplies, drank water with optimal fluoride levels to prevent tooth decay.¹⁷

International Fluoride Use

- Nearly all developed countries practice fluoridation, just not always through water. Instead, salt is often used as the primary way of providing fluoride to the public.¹⁸
- The World Health Organization supports fluoridation of water, salt, and milk as a way to reduce dental decay.^{19,20}



References

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3. Public Health Service. Review of Fluoride: Benefits and Risks. Report of the Ad Hoc Subcommittee on Fluoride of the Committee to Coordinate Environmental Health and Related Programs. Washington, DC: U.S. Department of Health and Human Services, 1991. <http://www.health.gov/environment/ReviewofFluoride/default.htm>. Accessed February 17, 2015.
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5. Australian Research Centre for Population Oral Health. The use of fluorides in Australia: Guidelines. Aust Dent J. 2006;51:195–199.
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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

March 6, 2020

City of Canandaigua & Impact Earth Climate Smart Communities Project

Scope of Services Overview

1. Impact Earth agrees to the “City of Canandaigua Climate Smart Communities Certification Projects Proposal” (CSC Proposal) submitted to the City on June 17, 2019.
2. Impact Earth will provide a single point of contact (project manager) as the project coordinator to interface with the City of Canandaigua
3. All Impact Earth team members will provide necessary support during the project implementation through on-site visits, phone calls, emails, video chat (when necessary), presentations to CSC committee members, and revisions to draft project deliverables in accordance with the proposed timeline.
4. In addition, for the duration of the project timeline, Impact Earth and the City will hold a monthly briefing/update meeting at an agreed day and time (no more than 1 hour).
5. Project Team (with resumes) is attached to the CSC Proposal

Total Costs Overview

1. Detailed costs are explored in the CSC Proposal
2. Total Cost of project: \$55,875
3. Payment Schedule:
 - a. 10% of grant funds paid out to Impact Earth (up front) when grant contract is signed.
 - b. The City is to pay out to Impact Earth as individual Tasks are completed and deliverables are submitted.
 - i. Expected order of completion: Task 3, Task 1, Task 2, Task 4.
 - ii. Impact Earth will invoice the City for the total cost of the Task when each Task is completed as per request with payment no later than 15 days after final submission of each task.
 - c. Fixed Price (yes/no): Yes

Deliverables (recap from CSC Proposal)

1. Task 1: Government Operations Greenhouse Gas Inventory (PE2 Action)
 - a. Draft and final input data activity sheet
 - b. Draft and final CSC Local GOvernment GHG Accounting Tool spreadsheet
 - c. Draft Government GHG emissions inventory report
 - d. Final Government GHG emissions inventory report
2. Task 2: Community Greenhouse Gas Inventory (PE2 Action)

- a. Draft and final input data activity sheet
- b. Draft and final CSC Community GHG Accounting Tool spreadsheet
- c. Draft Community GHG emissions inventory report
- d. Final Community GHG emissions inventory report
3. Task 3: Natural Resources Inventory (PE6 Action)
 - a. Draft and final input data activity sheet
 - b. Draft and final NRI Report
 - c. Letter of support to adopt the NRI as City of Canandaigua Local Law
4. Task 4: Climate Vulnerability Assessment (PE7 Action)

Proposed Milestone Schedule

March, 2020

1. 3/12/2020 "Kickoff" meeting with City CSC Committee and Impact Earth
2. Begin data collection for Task 1

April, 2020

1. Continue data collection for Task 1
2. Begin data collection for Task 2
3. Update Meeting with entire project team and the City

May, 2020

1. Continue data collection for Tasks 1 & 2
2. Begin review of existing mapping for Tasks 3
3. Begin research for Task 4
4. Update Meeting with entire project team and the City

June, 2020

1. Begin data aggregation and analysis for Tasks 1, 2, & 3
2. Continue research for Task 4
3. Update Meeting with entire project team and the City

July, 2020

1. Continue data aggregation and analysis for Tasks 1, 2, & 3
2. Assess Impacts for Task 4
3. Update Meeting with entire project team and the City

August, 2020

1. Complete analysis and report, and submit deliverables for Task 3



2. Begin reporting process for Tasks 1 & 2
3. Finalize Impacts for Task 4
4. Update Meeting with entire project team and the City

September, 2020

1. Present Task 3 deliverables to the City
2. Finalize reporting and submit deliverables for Tasks 1 & 2
3. Prioritize risk and finalize report for Task 4
4. "Final" Update Meeting with entire project team and the City

October, 2020

1. Submit Task 4 deliverables
2. Present all Task (1-4) deliverables to City

X _____
City of Canandaigua Representative Signature

_____/_____/_____
Date

X _____
Impact Earth Representative Signature

_____/_____/_____
Date

Cassidy Putney
Co-Founder, Director of Sustainability
Impact Earth
510 State Street
Rochester, NY 14608
585-478-5617
cassidy@impactearthinc.org
www.impactearthroc.com

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.



March 8, 2020

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

RE: Proposal to develop a DRI Round 5 application submittal for the City of Canandaigua

Dear Mr. Goodwin,

Thank you for the opportunity to provide a proposal to assist the City of Canandaigua in preparing a Downtown Revitalization Initiative Round 5 application. Bergmann is uniquely positioned to assist in the application preparation, having worked on six (6) DRI projects across the state in Rounds 1 – 4. We have a strong understanding of DRI goals, objectives and expectations associated with this unique state funding program.

Our proposed scope to assist the City, as well as associated fees, are outlined below:

Project Kick-Off and Site Visit

Bergmann will attend a kick-off meeting with City officials to understand the framework for the Round 5 application and familiarize ourselves with the project boundary and specific projects sites. The purpose of this meetings will be to confirm DRI boundary, identify preliminary list of potential projects, visit project sites, photograph DRI area, determine engagement approach and identify stakeholders. Prior to the meeting the City of Canandaigua shall provide any pertinent background information on projects which is readily available, including but not limited to previous rounds of DRI application submittals.

Fee: \$600.00

Facilitation of Public Outreach Activity

Based on discussion at the kick-off meeting, Bergmann will work with the City to conduct required public engagement activities. We recommend an official public workshop in addition to one day of “pop up” engagement.

Fee: \$1,400.00

Identification of Projects and Coordination

Bergmann will assess identified projects and coordinate with the City to determine the most transformative series of projects for incorporation into the DRI application. We will work with City officials to develop public sector improvement projects, including cost estimates and renderings where appropriate. We will gather information from project stakeholders for private sector projects, with assistance from the City as needed. This task assumes a significant amount of project information will be reused from previous DRI submittals.

Fee: \$2,500

Preparation of Submittal Package

Bergmann will compile all information into a formal, graphically designed submittal package that meets the requirements of the *2020 DRI Application* (to be determined). This will include:

- **Cover Letter**, which shall be provided by the City to include within the submittal package.



- Identification of **Vision**, as provided by the City and through engagement efforts.
- **Boundary** – A boundary will be determined at the kick-off meeting. Bergmann will prepare the boundary map and description for incorporation into the document.
- **Past and Future Investment** – Bergmann will summarize information to address requirements of the DRI application, including recent or impending job growth. It is assumed that the majority of this content will be provided in raw form by the City, including coming from past DRI submittals. Bergmann will not be responsible for firsthand data collection to support this task.
- **Physical Environment** – Bergmann will rely on existing, available marketing materials, input from stakeholders and firsthand observations to develop narrative for this element of the application. We will utilize information from previous DRI submittal packages as a base.
- **Quality of Life Policies** – Bergmann will rely on existing, available information and previous DRI application submittals for the majority of this section. Any regulations or policies in place that support this element shall be provided to Bergmann.
- **Public Support** – Outreach and engagement from this process will be summarized. Any recent, past engagement efforts pertinent to the DRI will be included, if summaries are provided to the Bergmann team.
- **Transformative Opportunities** – Bergmann will summarize each of the proposed projects as developed per above. A map showing project locations will be prepared and included in the DRI submittal.
- **Administrative Capacity** – In coordination with the City, Bergmann will develop narrative describing local roles and responsibilities and capacity to administer the DRI program.
- **Letters of Support** – If desired, the City shall be responsible for acquiring letters of support for the DRI and providing them to Bergmann for inclusion in the package.

Fee: \$2,500.00

Estimated Timeframe

Bergmann will provide materials for interim reviews as work is completed and well in advance of the 2020 DRI deadline (TBD). Bergmann is available to commence work in April 2020.

Other Task Items

Additional work above and beyond what is outlined above will be billed at the following hourly rates. No time would be billed outside the tasks listed above without formal, written approval.

Project Manager: \$165.00 / hour

Professional: \$110.00 / hour

Junior Professional \$ 95.00 / hour

Thank you for the opportunity to provide a summary of our approach and fee to assist the City of Canandaigua with this exciting opportunity. Please do not hesitate to contact me with any questions.

Kindest Regards,

Kimberly M. Baptiste, AICP
Government Practice Leader



February 24, 2020

PROPOSAL FOR CITY OF CANANDAIGUA AND TOWN OF CANANDAIGUA ENHANCED CHAMBER COMMUNICATION SERVICES RELATING TO VISITOR, BUSINESS, AND ECONOMIC DEVELOPMENT

The Canandaigua Chamber of Commerce is pleased to offer a combination of enhanced services for the benefit of the great Canandaigua Community to the City and Town of Canandaigua. The Chamber values its role as a welcoming, well-informed and helpful partner to Canandaigua's visitors, guests and residents alike as they seek new opportunities for business and pleasure.

Our downtown location, our affiliation with the Canandaigua Local Development Corporation and our 110-year history position us well to provide the following:

- Full membership in the Canandaigua Chamber of Commerce for both municipalities;
- Promotion of the City and Town of Canandaigua through seven-day-a-week walk-in visitor services at our 113 S. Main St. location, April through December (5-day service, January – March). Includes clean restroom, free Wi-Fi and wayfinding assistance.
- A full page "adver-torial" focusing on the City and Town in ONCanandaigua, a new local lifestyle magazine produced for the Chamber by the publishers of Life in the Finger Lakes Magazine. The piece is intended for use by individuals and businesses considering a move to Canandaigua. This opportunity would allow the City and the Town to tell their stories in front of thousands of readers, including online and mail subscribers.
- Listing of all City and Town Parks in the resource directory in ONCanandaigua.
- 250 copies of ONCanandaigua for use by the City and the Town
- Transmission of up to eight electronic communications, for the City and the Town (recreation newsletters, etc.) to about 2,400 recipients of the Chamber's bi-weekly @113 newsletter
- Six hosted podcasts per year, bringing together leadership from the City, Town and the Chamber
- Online marketplace [Chamber-member realtors get priority] of available commercial property.
- Collaboration on a quarterly one-page guide to emerging development opportunities in Canandaigua

In exchange for these services and benefits, we respectfully request \$6,550 from the City. As a strategic partner in these efforts, we are asking the Town for \$2,000. Together, these dollars equate to about 2% of the Chamber's 2020 budget.

Thank you for your consideration of this request.

Ethan S. Fogg, MPA
Executive Director

RESOLUTION OF THE *[insert name of municipality]*
REQUESTING AMENDMENTS TO NEW YORK STATE'S CRIMINAL JUSTICE REFORMS

WHEREAS while there was a need to reform New York's criminal justice statutes during the 2019 state legislative session, it is widely recognized that several of the drastic changes in the laws pertaining to discovery are overly broad and vague and are having unintended consequences at the municipal level; and

WHEREAS the dramatically shortened time period in which prosecutors must disclose evidence to defendants and the broad expansion of the matters to which such discovery mandates apply will have significant cost, tax and justice implications for cities and villages with police departments, local justice courts or code/parking enforcement departments; and

WHEREAS the discovery reforms mandate prosecutors disclose evidence to the defense within 15 days of arraignment for criminal charges (even if the defendant is not in custody); and

WHEREAS drastically enlarging the scope of material that a prosecutor must review and deliver within 15 days will overwhelm the ability of city and village officials and employees to prosecute cases while managing their misdemeanor and felony caseloads, and will make it impossible to prosecute vehicle and traffic and local code infractions and violations in compliance with the new discovery mandates; and

WHEREAS arraignment must now take place within 20 days of desk appearance ticket issuance, thereby requiring justice courts, many of which convene monthly, to meet more frequently; and

WHEREAS cities and villages will not reap savings from the bail reform's reduction of the burden on county jails; and

WHEREAS municipalities are already challenged with operating within the now-permanent 2% tax cap and have not received an increase in general purpose state aid in 11 years.

NOW THEREFORE BE IT RESOLVED THAT the *[insert name of municipality]* supports the following set of amendments proposed by the New York State Conference of Mayors that are consistent with the intent of the criminal justice reforms but which will allow for more effective and affordable implementation:

- > Ensure that cities and villages are provided with additional financial and operational support to offset the cost of these mandated measures;
- > Allow 60 days for prosecutors to disclose evidence to the defense for criminal charges;
- > Exclude from the accelerated discovery requirements any charge not involving a misdemeanor or felony;
- > Adjust the 20-day arraignment requirement to accommodate local courts that meet on a monthly basis;
- > Allow prosecutors to withhold sensitive information, such as victim contact information, without having to obtain a court order.

AND BE IT FURTHER RESOLVED that this duly adopted resolution of the *[insert name of municipality]* be forwarded to Governor Andrew Cuomo, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator *[insert name of senator representing your municipality]* and Assembly Member *[insert name of assembly member representing your municipality]*, the New York State Conference of Mayors, and local media outlets.

Chapter 618. Taxicabs

§ 618-1. Definitions.

Unless otherwise expressly stated, whenever used in this chapter, the following words and terms shall have the following meanings:

PERSON

Includes one or more persons of either sex, natural persons, corporations, partnerships, associations, joint-stock companies, societies, and all other entities of any kind capable of being sued.

STREET

Includes any public street, highway, road, avenue, alley or place.

TAXICAB

Includes any motor vehicle engaged in the business of carrying persons for hire whether the same be operated from a street stand or subject to calls from a garage, or otherwise operated for hire, except ambulances, vehicles subject to the provisions of the Transportation Corporations Law or used by undertakers in carrying on their business.

TAXICAB DRIVER

Any person who drives a taxicab, whether such person be the owner of such taxicab or employed by a taxicab owner or operator.

TAXICAB LICENSE

Includes permission granted by the City of Canandaigua to any person to operate or keep for hire any taxicab in such City.

TAXICAB OWNER

Includes any person, firm, association or corporation who or which as owner of any motor vehicle causes or permits the same to be used as a taxicab.

TAXICAB STAND

Includes any place alongside the curb of a street or elsewhere which is exclusively reserved by the Director of Public Safety for the use of taxicabs.

[1] *Editor's Note: The "Editor's Note to Chapter 2.40," which immediately preceded this section, was repealed 2-1-2007 by Ord. No. 2007-005.*

§ 618-2. Licensing procedures.

[Amended 3-28-1985; 10-24-1985; 7-1-1999 by Ord. No. 99-001]

No person shall drive a taxicab or permit any other person to drive a taxicab upon any street within the City without such driver having obtained and having in force and effect a taxicab driver's license issued under the provisions of this chapter.

A. Taxicab driver's license application. Each applicant for a taxicab driver's license must comply with the following requirements to the satisfaction of the Director of Public Safety or his designee prior to the issuance of a license:

[Amended 2-1-2007 by Ord. No. 2007-005]

(1) Chauffeur license. Be a duly licensed chauffeur authorized to operate a vehicle in the State of New York pursuant to the Vehicle and Traffic Law.

- (2) Age. Be 18 years old or over.
- (3) Physical condition. Be of sound mind and body and not subject to epilepsy, vertigo, heart disease, or any other infirmity of mind or body which might render the applicant incapable or unfit to safely operate a taxicab for hire.
- (4) Criminal record. Each applicant for a driver's license must not have been convicted of:
[Amended 2-1-2007 by Ord. No. 2007-005]
 - (a) Any felony involving violence;
 - (b) Driving while ability impaired or under the influence of alcohol, or illegal use or possession of drugs within the past 15 years;
 - (c) Any offense or crime involving dishonesty within the past 10 years;
 - (d) Any other felony within the past five years;
 - (e) Any other misdemeanor within the past three years;
 - (f) Any other offense or violation, within the past one year, provided that the City Manager may, upon good cause shown, relieve an applicant from the disability listed in this Subsection **A(4)(f)**, but under no circumstances from a disability resulting from a conviction for any offense or crime listed in Subsection **A(4)(a), (b), (c), (d) or (e)** above.
- (5) Personal history statement. Shall complete, sign and file a sworn statement on such form or forms as shall be required by the Director of Public Safety, showing compliance with the requirements hereinabove set forth and such other information as shall be deemed necessary and reasonable by the Director of Public Safety in the interest of the public safety, health and welfare. Such additional information that may be required by the Director of Public Safety shall include, but not be limited to a statement giving the full name and place of residence of the applicant for five years prior to moving to the present address of the applicant, the applicant's age, height, color of eyes and hair, place of birth, whether or not the applicant is a citizen of the United States, whether married or single, places of previous employment for the last five years, whether the applicant has ever been arrested or convicted for commission of a felony or misdemeanor, whether he has been previously licensed as a driver or a chauffeur and if so, whether his license has been revoked and for what cause and the number of the chauffeur's license issued by the state and such statement shall be signed and sworn to by the applicant and filed with the Director of Public Safety. Any false statement by the applicant for a driver's license shall be promptly reported by the Director of Public Safety to the District Attorney of Ontario County. The Director of Public Safety is hereby authorized and empowered to require such additional information as he may deem necessary for the administration of this chapter.
- (6) Investigation. After receipt of an application, the Director of Public Safety shall institute an investigation of the applicant. A background check will be performed by the City of Canandaigua Police Department and Ontario County Sheriff's Department. Each applicant for taxicab driver's license shall furnish with such application at least two unmounted photographs of the applicant two inches by three inches in dimension which shall be a recent photograph and a substantial likeness. When the application form has been completed, the applicant shall submit himself to the City of Canandaigua Police Department to be fingerprinted. A copy of such fingerprints shall be forwarded to the New York State Division of Criminal Justice Services requesting a fingerprint search. The City shall secure from the applicant the required fee in the form of a check or money order made payable, as required, to the "New York State Division of Criminal Justice Services" in the amount of \$12 to be forwarded with such prints. No license shall be issued under the provisions of this chapter until the Director of Public Safety has indicated, in writing, his approval thereof after such investigation has been completed.
[Amended 2-1-2007 by Ord. No. 2007-005]
- (7) Examination by Director. Each applicant for a taxicab driver's license may be examined by the Director of Public Safety or some person designated by the said Director as to the applicant's knowledge of the provisions of this chapter, the traffic regulations of the City, the vehicle and traffic laws of the state and the geography of the City.
[Amended 2-1-2007 by Ord. No. 2007-005]

(8) Medical examination. A medical examination form must be completed by a licensed physician and submitted with each application.
[Amended 2-1-2007 by Ord. No. 2007-005]

B. Refusal of license. If the results of any of the examinations are unsatisfactory in the opinion of the Director of Public Safety, the applicant shall be refused a license. Such refusal by the Director of Public Safety shall be subject to review by the City Council of the City of Canandaigua.

C. Issuance of taxi driver's license.
[Amended 2-1-2007 by Ord. No. 2007-005]

(1) Form and period of license. Upon the approval by the Director of Public Safety for the taxicab driver's license in accordance with the foregoing procedures, the Director is authorized to issue a taxi driver's license to the applicant. The license shall be in a form to be prescribed by the Director of Public Safety. Such license shall be rendered invalid if defaced, altered or obliterated in any way, or if any entry is made thereon by other than the Director of Public Safety or person duly authorized and designated by him. Such license shall be for a period to expire on the 31st day of December of the calendar year for which issued unless sooner suspended or revoked.

(2) Renewals. Renewals shall be upon the same basis as a new application, provided the application is filed not less than 30 days.

(3) Fees for driver's applications and licenses. Upon the filing of an application and as partial reimbursement to the City for the cost of investigation and processing of the taxicab driver's license, there shall be paid \$50 upon filing of an original application and \$25 for the annual application for renewal of an existing license which sum shall be paid by check, cash or money order to the City of Canandaigua, which sum shall be paid at the office of the Clerk/Treasurer. In the event that a taxicab driver's license is granted pursuant to such application, there shall be no additional charge but in the event that the license is denied, there shall be no entitlement to reimbursement thereof.

(4) Replacement of lost license. In the event that a license described in this chapter has been lost, destroyed or stolen or otherwise requires physical replacement, the Director of Public Safety shall thereupon cancel the particular license number on the records of the department and upon the payment of a replacement fee of \$10 issue to the licensee a new license.

§ 618-3. Taxicab licensing procedures.

[Amended 12-16-1999 by Ord. No. 99-007; 2-1-2007 by Ord. No. 2007-005]

No person who owns any motor vehicle shall cause or permit the same to be used as a taxicab within the City without having obtained and having, in full force and effect, a taxicab owner's license for such vehicle issued under the provisions of this chapter.

A. Taxicab owner's license application. Application for taxicab owner's licenses shall be made by the owner on forms to be furnished by the Director of Public Safety. The completed application shall contain or show the following:

(1) Owner information. The name, age and residence of the person, or equivalent particulars, describing the business entity applying for the license and what, if any, previous experience the applicant has in such business and any other information that may be required by the Director of Public Safety.

(2) Vehicle information. The number of motor vehicles owned by the applicant to be used as taxicabs, a description thereof and the state registration number of each vehicle.

(3) Prior license history of owner. Whether the owner has been previously licensed to operate a taxicab in the City or elsewhere, and if so, the particulars relating thereto.

(4) Prior license history of vehicle. Whether any license to operate the taxicab has ever been revoked or suspended and, if so, the particulars relating thereto.

(5) Vehicle inspection. No taxicab license shall be issued until proof of a New York State inspection has been presented to the Director of Public Safety with respect to its equipment according to the standards of the Vehicle and Traffic Law of the State of New York without regard to the time within which the State of New

York would ordinarily require the inspection of said vehicle, and that the said vehicle has been duly certified by the authorized inspection station to have the required equipment and be in the required condition for the issuance of the state motor vehicle registration for such vehicle. Upon the expiration of the New York State inspection, which occurs during the license period, proof of a new New York State inspection must be presented to the Director of Public Safety. If a valid New York State inspection is not received by the Director of Public Safety, the taxicab owner's license will be revoked.

- B. Qualifications for issuance of taxicab owner's license. Upon completion of the investigation aforesaid, the Director of Public Safety is authorized to issue a taxicab license if he determines that:
- (1) The applicant has not made any material false statement or concealed any material fact in connection with his application.
 - (2) Neither the applicant, any officer, director, stockholder or person directly or indirectly interested in the application, was the former holder or was an officer, director, stockholder or partner in a corporation or a partnership which was the former holder of a taxicab license which had been revoked or suspended.
 - (3) Neither the applicant, any officer, director, stockholder or person directly or indirectly interested in the application, partner, or employee has been convicted of:
 - (a) Any offense or crime involving violence, indecency, degeneracy, crime involving moral turpitude, or illegal use or possession of drugs;
 - (b) Any offense or crime involving dishonesty, deceit, or gambling within the past 10 years;
 - (c) Any offense or crime involving driving while ability impaired or under the influence of alcohol within the past eight years;
 - (d) Any felony within the past five years;
 - (e) Any misdemeanor within the past three years;
 - (f) Any other offense or violation, within the past one year, provided that the City Manager may, upon good cause shown, relieve an applicant from the disability listed in this Subsection **B(3)(f)**, but under no circumstances from a disability resulting from a conviction for any offense or crime listed in Subsection **B(3)(a), (b), (c), (d) or (e)** above.
 - (4) The applicant is the true owner of the vehicle.
- C. General ground for refusal. In addition, the taxicab owner's license may be refused for any reason which in the opinion of the Director of Public Safety may be deemed detrimental to the best interest of the general public both in welfare and safety, provided that in the making of such determination, the Director of Public Safety shall set forth his specific reasons for such disapproval. Such refusal by the Director of Public Safety shall be subject to review by the City Council of the City of Canandaigua.
- D. Renewals of taxicab owner's licenses. The same procedures shall be followed as for original applications.
- E. Taxicab owner's license fees. There shall accompany each application for a taxicab owner's license, cash, check or money order made to the order of the City of Canandaigua in the amount of \$30 for each vehicle to be used as a taxicab to be paid at the office of the Clerk/Treasurer, which shall be a partial reimbursement to the City for the cost and expense for processing and the investigation thereof. In the event of the disapproval of any such application, there shall not be any entitlement to the reimbursement of any part of the fees. The fee for any such license shall be \$30 per vehicle per calendar year.
- F. Substitution of vehicle without change of owner. If during a calendar year, an owner licensee desires to substitute a vehicle for the one that has been licensed, he shall make application on a form provided therefor by the Director of Public Safety and upon the payment of a processing fee of \$10, payable as aforesaid, at the time of making the application. The vehicle may be substituted, provided there is furnished proof that the said vehicle has within the 30 days last past been inspected with respect to its equipment according to the standards of the Vehicle and Traffic Law of the State of New York without regard to the time within which the State of New York would ordinarily require the inspection of said vehicle, and that the said vehicle has been duly certified by the authorized inspection station to have the required equipment and be in the required condition for the issuance of the state motor vehicle registration for such vehicle.

G. Substitution of owner. No license is assignable.

§ 618-4. Operating regulations.

A. Driver's rules. Every person while operating a vehicle licensed pursuant to this chapter shall:

- (1) Nondiscrimination. Not refuse or neglect to convey any orderly person upon request in the City of Canandaigua unless previously engaged or unable or forbidden by the provisions hereof to do so.
- (2) Handling of passengers. It shall be the duty of the driver of any taxicab to accept as a passenger any person who seeks to so use the taxicab, provided such person conducts himself in an orderly manner. No person shall be admitted to a taxicab occupied by a passenger without the consent of the passenger. The driver shall take his passenger to his destination by the most direct available route from the place where the passenger enters the cab.
- (3) Lost articles. Examine the interior of the vehicle after the termination of each trip for any articles left or lost in the vehicle and immediately take any such property to the desk officer at the Police Department of the City of Canandaigua, in compliance with the provisions of the Personal Property Law.
- (4) Accident reports. Report all accidents, as required by the Vehicle and Traffic Law, and report all accidents to the taxicab owner and in addition thereto, file a report of all accidents within 48 hours after the occurrence thereof with the Director of Public Safety. In making a report of accident to the Director, the form for the report shall be the same as is used for the filing of reports for the state pursuant to the Vehicle and Traffic Law, except that all accidents shall be reportable to the Director of Public Safety regardless of the amount of property damage or the amount of personal injury.
- (5) Change of residence. Report each change of residence within 10 days after such change to the Director of Public Safety.
- (6) Suspended, canceled or revoked license. Not operate any such vehicle while his taxicab driver's license or chauffeur's license is suspended or revoked or canceled.
- (7) License use and display. At all times while on duty, have displayed in the interior of the vehicle which he is operating, his taxi driver's license and accompanying photograph affixed thereto displayed in a place visible to any passenger in such taxicab. He shall not permit his license or photograph to be used by any person other than himself.
[Amended 3-28-1985]
- (8) Posting rates. The rates charged by the operator of the taxicab shall be prominently posted within the taxicab and within readable visibility of the fares of the taxicab.
- (9) Examination and testing. Submit upon reasonable notice at the request of the Director of Public Safety to a physical examination during any license year, to be conducted by a City appointed physician, at City expense, and to submit to the taking of a practical test supervised by a designee of the Director of Public Safety during the course of a licensed year, which said physical examination or a practical test mentioned aforesaid shall be over and above any requirement with regard to the making out of an application for a taxicab driver's license. The applicant shall sign a medical release so that such medical information may be provided directly to the City.
[Amended 2-1-2007 by Ord. No. 2007-005]
- (10) Cooperation with police. Not conceal any evidence of any crime, nor voluntarily aid violators to escape arrest. He shall report as soon as possible to police any unlawful act connected with his vehicle or any attempt to use his vehicle to commit a crime or escape from the scene of a crime.
- (11) Receipts to passengers. Upon request of a passenger, issue a receipt for fares paid by the passenger identifying the taxicab owner, cab identification number, date of trip, amount paid and be signed by the driver.
- (12) Courtesy. Be courteous to passenger and others.

- (13) Driver's seating. Not sit in any part of his vehicle except the driver's seat, and shall not permit anyone who is not a paying passenger to sit anywhere in the vehicle.
- (14) Referrals. Not solicit or recommend patronage for restaurants, bars, night clubs, dance halls, cabarets, hotels or like places or advise anyone that he is employed by any such place, nor shall be solicit or recommend any place maintained in violation of law.
- (15) Nonpaying passengers. Not permit any passenger in a taxicab except a paying fare passenger during such time as the taxi is being used for business purposes, or is being made available for the carrying of paying passengers.
- B. Duties of owner. The owner of every vehicle licensed under the provisions hereof operating within the City, in addition to complying with all the conditions hereof, shall do and perform or cause to be done with respect to each vehicle operated hereunder, the following:
- (1) Vehicle cleanliness. The interior and exterior shall be kept in a clean and sanitary condition.
 - (2) Safety inspection. Inspect the vehicle and its equipment at least daily, and make such repairs and alterations as may be required by the condition of the vehicle and not operate any vehicle until repairs or alterations are made to maintain safety of passengers and the public in general.
 - (3) Authorized driver employees. Employ only drivers who present and have with them during the time of employment a currently valid City of Canandaigua taxi driver's license.
 - (4) Reports on driver. Report any driver to the Director of Public Safety who would in the opinion of the owner not be qualified to hold a driver's license, stating the reason therefor.
 - (5) Municipal inspections. Submit vehicles for inspection whenever required by the Director of Public Safety or his designee.
 - (6) Taxicab sign. Every taxicab, while operated as a taxicab, shall have on each side or on top a sign not less than 11 inches in length and 4 1/2 inches in height stating the word "taxi" and also, at the option of the licensee, the name of the licensee operating it. This sign may be a removable sign and may be removed if the vehicle is not being used as a taxicab.
 - (7) Advertising limitations. No advertising for political purposes is permitted externally or internally on any taxicab.
 - (8) Interior light. Provide each taxicab with sufficient interior light so that when the door of the taxicab is open, the light shall automatically operate.
 - (9) Employer's driver list. Maintain and furnish current lists of driver employees with the Director of Public Safety.
 - (10) Driver delinquency reports. The owner shall furnish reports to the Director upon the discharge of any driver where the discharge is based on the conduct of the driver in violation of this chapter.
 - (11) Driving hiring procedure. The owner further shall make inquiry at the office of the Director of Public Safety prior to hiring any driver in order to ascertain that the driver has a current City of Canandaigua taxi driver's license.
 - (12) Vehicle transfer. Shall promptly report to the Director of Public Safety the transfer of ownership of any vehicle licensed hereunder and concurrently shall turn in to the Director the taxicab license issued for the use of such vehicle.
 - (13) Abandonment. If any taxicab owner licensee shall fail to operate any or all of the taxicabs covered by his license for a period of 30 consecutive days, his license may be revoked by the Director of Public Safety as to such taxicabs.
 - (14) Supervisory responsibility. Shall be responsible for diligently supervising his employees to assure compliance by them with this chapter. The failure to do so may be cause for revocation or suspension of the owner's taxicab license or licenses.

§ 618-5. Suspension, cancellation, revocation and refusal to renew or issue a license.

- A. Reasons. The Director of Public Safety may suspend cancel or revoke a taxicab driver's license or taxicab owner's license and may refuse to approve an application or a renewal thereof for any of the following reasons:
- (1) Convictions. The conviction of the applicant or licensee of a felony or of any crime or offense involving violence, dishonesty, deceit, indecency, degeneracy, moral turpitude, gambling, frequent public intoxication, the illegal use, sale or possession of drugs or violations of the Vehicle and Traffic Law of the State of New York or ordinances of the City of Canandaigua.
 - (2) False applications. The licensee or applicant has made a material false statement or concealed a material fact in connection with the application for a license or the renewal thereof.
 - (3) Violations. The licensee has violated any of the provisions of this chapter.
 - (4) True ownership requirement. The applicant is not the true owner of the vehicle or taxicab business.
 - (5) Prior revocation or suspension. The applicant, any officer, director, stockholder, or partner or any other person directly or indirectly interested in the application for a taxicab license was the former holder, or was an officer, director, or partner or stockholder in a corporation or partnership which was the former holder of a taxicab license which had been revoked or suspended.
 - (6) Unfit applicant or licensee. The applicant, in the opinion of the Director of Public Safety, is not fit to be a licensee hereunder, in the best interest of the general public welfare and safety, or for specific breach of one or more of the requirements of this ordinance.
- B. Hearings.
- (1) Action without notice. Any suspension, cancellation or refusal to renew a license made hereunder shall be by written notice issued by the Director of Public Safety to the applicant or licensee. The said notice shall include a statement that the applicant or licensee is entitled to demand a hearing provided that such demand is made in writing to the Director and such hearing shall be conducted within two business days after the imposition of such suspension or cancellation of a license hereunder if less than seven days' prior notice thereof has been given.
 - (2) Action with notice. Where prior notice of at least seven days has been given with respect to a proposed suspension or cancellation of a license, a hearing shall be held within seven days after receipt of written demand.
 - (3) Demand for hearing. Any demand for a hearing must be made within 30 days after mailing of the notice of suspension, revocation or refusal to renew a license.
 - (4) Effect of a suspension or cancellation of license. In the event of a suspension or cancellation as provided for herein of a taxicab operator's or owner's license, the holder thereof shall deliver the license issued in conjunction therewith to the Director of Public Safety.

§ 618-6. Taxicab license quotas.

[Amended 3-5-1998 by Ord. No. 98-004]

Legislative findings. It is hereby determined by the City Council of the City of Canandaigua that the maximum number of taxicabs needed to service the public within the City is 25. Unless and until changed by ordinance, the Director of Public Safety or his designee shall not issue taxicab owner's licenses for more than that number. The maximum number of taxicabs to be licensed by any one taxicab company will be 15. Priority shall be given first to those holding licenses but after the expiration date of any such licenses which are not renewed, or after cancellation and revocation as herein provided, then licenses shall be issued to any new applicants in the order of the time of filing of their applications.

§ 618-7. Taxicab and taxicab driver records.

All records pertaining to the issuance of licenses under this chapter and the records of all hearings conducted herein shall be maintained by the Director of Public Safety in the office of the Clerk/Treasurer.

§ 618-8. Penalties for offenses.

Any person, owner or driver who operates a taxicab in violation of any provision of this chapter shall, upon conviction, be punished by a fine of not more than \$250, or imprisonment not exceeding 15 days, or by both such fine and imprisonment. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

§ 618-9. Continuation of unexpired licenses.

All taxicab driver and taxicab licenses issued by the City of Canandaigua in effect on the effective date of this chapter are expressly continued in effect until the expiration dates provided for therein or under the ordinance heretofore authorizing such licenses, subject to suspension, cancellation or revocation hereunder and subject to criminal penalties set forth herein for violations of this chapter.

§ 618-10. Savings clause.

Nothing in this chapter contained shall affect the prosecution of or proceeding against any person or persons for any violation existing at the time this chapter shall take effect.

§ 618-11. Effective date.

Except as otherwise expressly provided, this chapter shall take effect May 12, 1972.

ORDINANCE # 2020-002

AN ORDINANCE AMENDING CHAPTER 600-12, SNOW AND ICE REMOVAL, OF THE MUNICIPAL CODE

SECTION 1. §600-12 “Snow and Ice Removal” of the Municipal Code is hereby amended as follows [new language is *in bold italics*, deleted language is stricken]::

A. Purpose. The purpose of this section shall be to preserve the public peace and good order in the City and to contribute to the public welfare, safety and good order of its people and to contribute to the safe conveyance of its people over the streets and sidewalks of the City by establishing certain regulations for the removal of snow and ice from the streets and sidewalks of the City that are consistent with the rights and privileges of other residents of the City.

B. Duty of property owner and occupant. It shall be the duty of the owner and occupant, jointly, of every parcel of real estate adjoining a public sidewalk, whether the parcel of real estate is occupied by a structure or not, to keep such sidewalks adjoining such property free from snow and ice for the full paved width of such sidewalk.

C. Time limit. Snow and ice shall be removed within 24 hours after the end of a snowfall. In addition, sidewalks in front of commercial establishments and commercial parking lots shall be kept free of snow and ice at all times between the hours of 9:00 a.m. and 5:00 p.m.

D. Severe icing. In case snow and ice on any sidewalk shall be frozen so hard that it cannot be removed without injury to the sidewalk, it shall, within the time specified in Subsection C, be strewn and kept strewn with ashes, sand, or other suitable material, so as to be no longer dangerous to life and limb. As soon as practical thereafter, the sidewalk shall be completely cleared of snow, ice and other materials strewn thereon, as provided in this section.

E. Removal by City. Whenever the owner or occupant of a parcel of real estate adjoining a public sidewalk fails to remove the snow and ice from such sidewalk adjoining such property within the time **limit** specified in this section ~~or within 24 hours after notice by the Director of Public Works to remove same~~, **at the discretion of** the Director of Public Works, may, ~~in his discretion~~, cause said snow or ice to be removed from such sidewalk and notify the City Clerk/Treasurer of the removal expense incurred

by the amount of labor, equipment, materials used as well as administrative overhead. The charge shall be *set by Resolution of the City Council*, but shall not less than the equivalent of one-half hour's cost.

F. Collection of costs for removal by City. The City Clerk/Treasurer shall promptly present to the owner or occupant of each parcel a bill for the removal of snow and ice as certified by the Director of Public Works. If not paid within 30 days, the cost thereof shall be assessed against the property added to their tax bill and become a lien thereon, collectible in the same manner as delinquent City taxes.

G. Snow, ice and water falling from buildings. The owners or occupants of buildings adjacent to public sidewalks shall take measures to protect the public from the falling snow, ice or water from such buildings.

H. Placing of snow and ice on another's property. No person, firm, corporation, property owner or occupant shall remove snow or ice from any parcel of real estate and place it upon another parcel of real estate without the express permission of the owner of the parcel of real estate upon which the snow or ice is to be placed.

I. Tort liability. Such owner or occupant and each of them, shall be liable for any injury or damage by reason of omission, failure or negligence to keep such sidewalks adjoining such property free from snow and ice.

SECTION 3. This ordinance shall be effective July 1, 2020.

ADOPTED this 7th day of May, 2020

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer