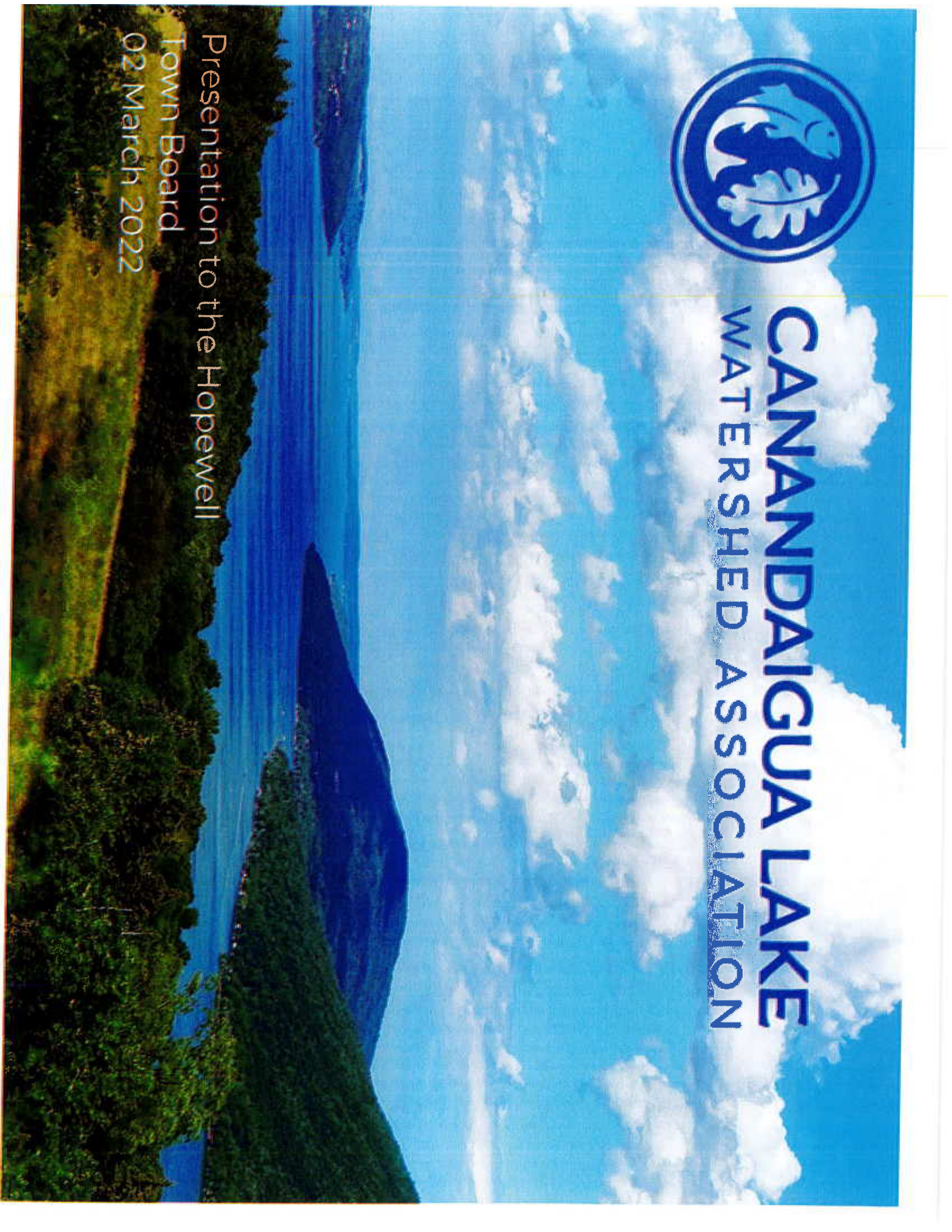


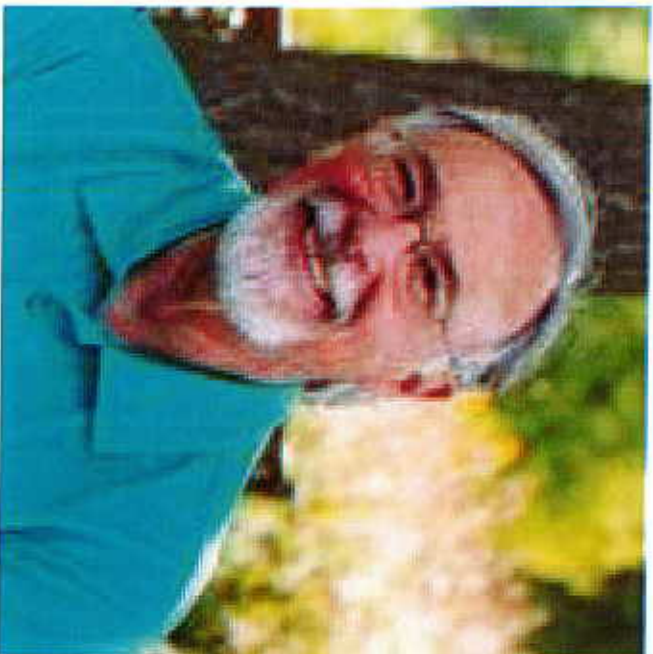


CANANDAIGUA LAKE WATERSHED ASSOCIATION

Presentation to the Hopewell
Town Board
02 March 2022



Today's Speakers



Douglas Merrill
Retired RIT Professor
CLWA Board



Ellen Polimeni
Former Mayor, Canandaigua
CLWA Board

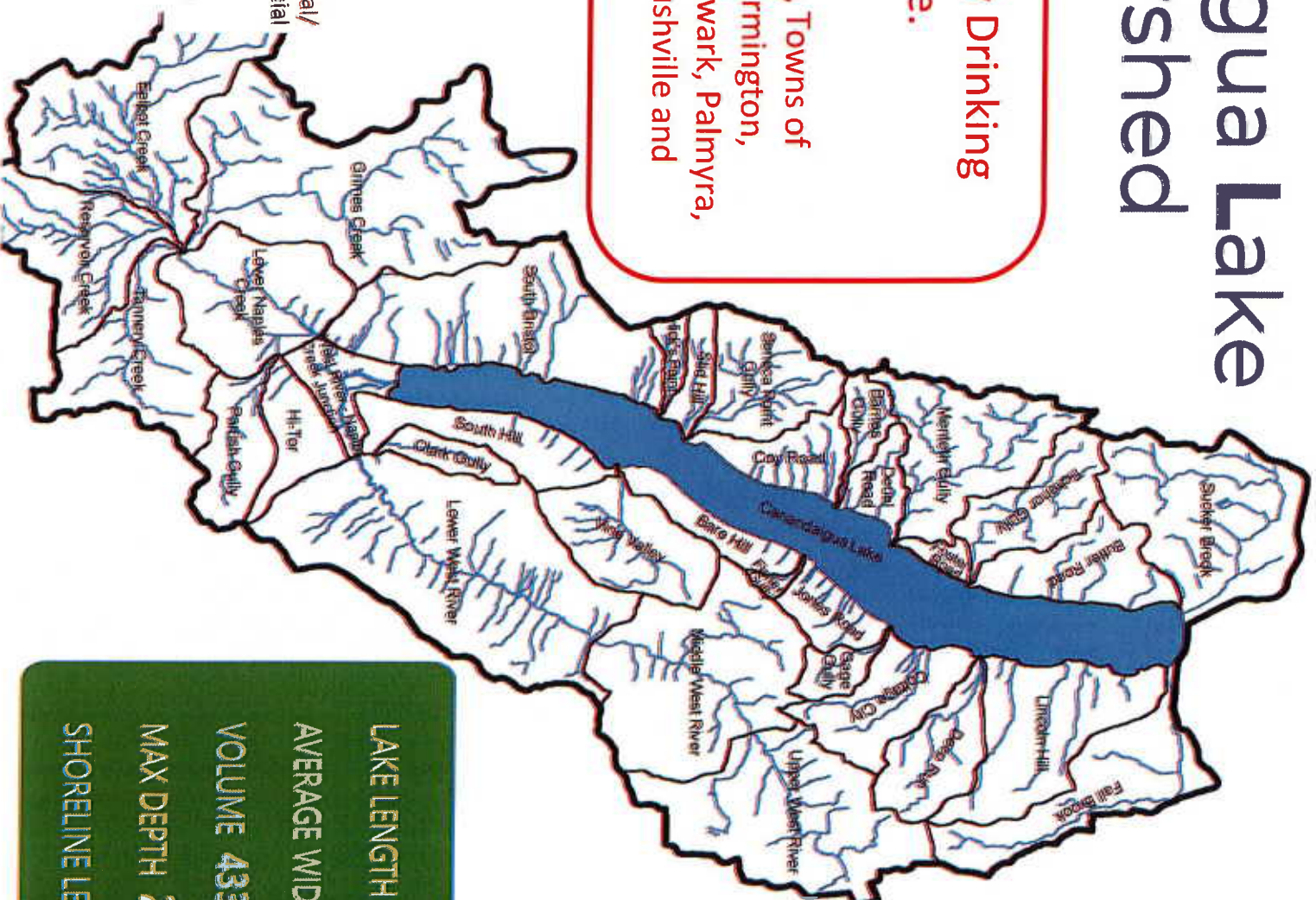
Canandaigua Lake Watershed

70,000 People Draw Drinking Water from the Lake.

They live in:
City/Town of Canandaigua, Towns of Bristol, East Bloomfield, Farmington, Hopewell, Manchester, Newark, Palmyra, Gorham, and Villages of Rushville and Manchester

WATERSHED

PRIMARY LAND USE



350

Miles of
Tributaries

12

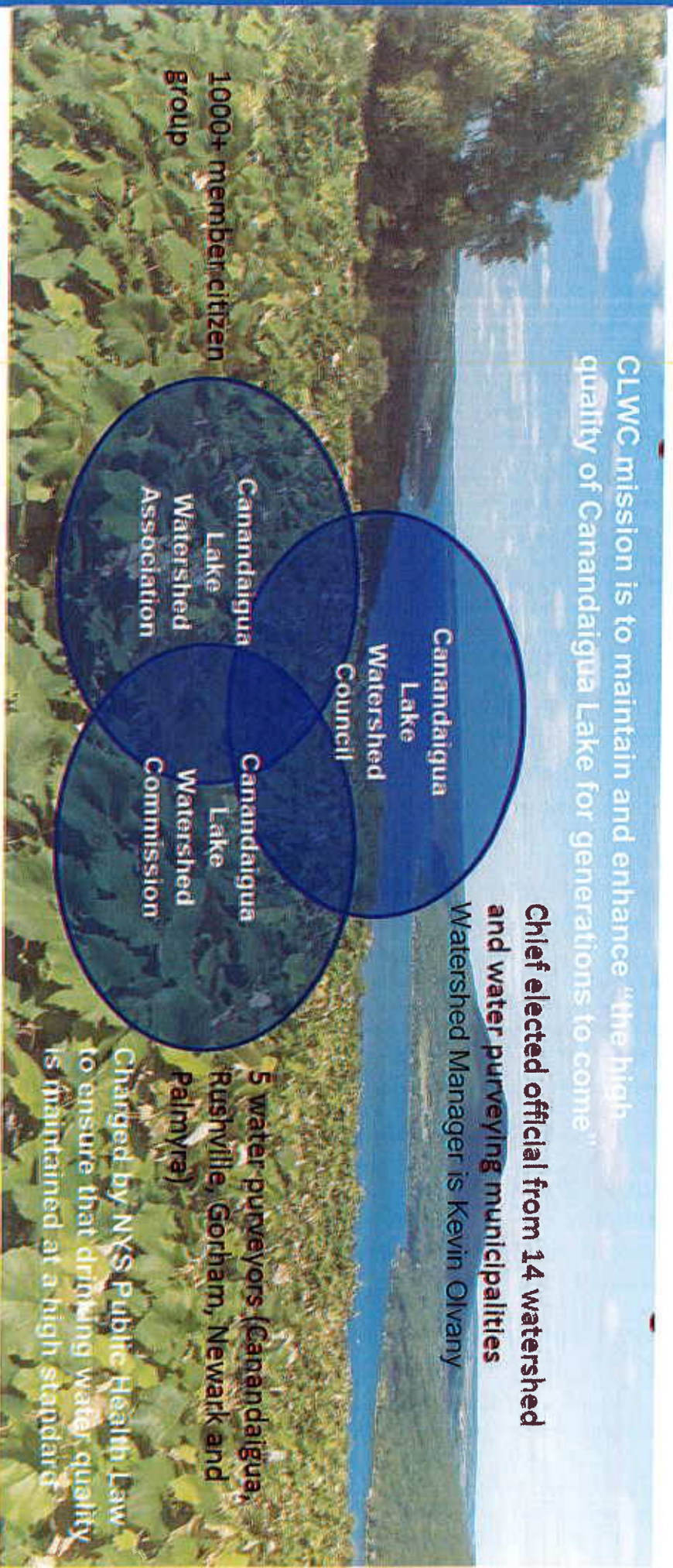
Major
Municipalities

34

Sub-
Watersheds

LAKE LENGTH 15.5 miles
AVERAGE WIDTH 1.1 miles
VOLUME 433 billion gallons
MAX DEPTH 276 feet
SHORELINE LENGTH 36 miles

Who's Who in the Canandaigua Lake Watershed



Canandaigua Lake has a distinct advantage over the other Finger Lakes because of the work of three organizations, along with numerous county, state and federal agencies and land trusts

2014 COMPREHENSIVE UPDATE OF THE
CANANDAIGUA LAKE
WATERSHED MANAGEMENT PLAN

FINAL

THE CANANDAIGUA LAKE WATERSHED COUNCIL



Canandaigua Lake Watershed Association

We are a member-supported, non-profit organization with deep roots in the community:

Operate with Board of Directors (currently 16), an Association Director, part time staff support, including 3 Watershed Education Program teachers

Proud to rely on our 1000 association members and many volunteers

Work closely with partners in the local government groups, environmental experts, researchers across the Finger Lakes region and in the scientific community to fulfill our Mission



Our Mission

To inspire the entire watershed community to become stewards of Canandaigua Lake through education, scientific research, and advocating sound public policy.

By engaging all stakeholders, we strive to preserve, protect and restore the lake and its watershed for current and future generations.

Threats to the Watershed

- Excessive Runoff which brings
 - Nutrients
 - Sediments
 - Chemical Contaminants
- Invasive Species
- Climate Change
- Harmful Algal Blooms (HABs) which release liver and brain toxins

Sources of Runoff

Agriculture



Residential and
Commercial Properties



New Development



Discharge from a development site headed towards the lake.

Water Quality Monitoring Programs

Secchi Disc Program – Measures water clarity, surface water temp, and collects user perception of the lake

17+ Volunteers
Started in 2009

CSLAP - Citizens Statewide Lake Assessment Program

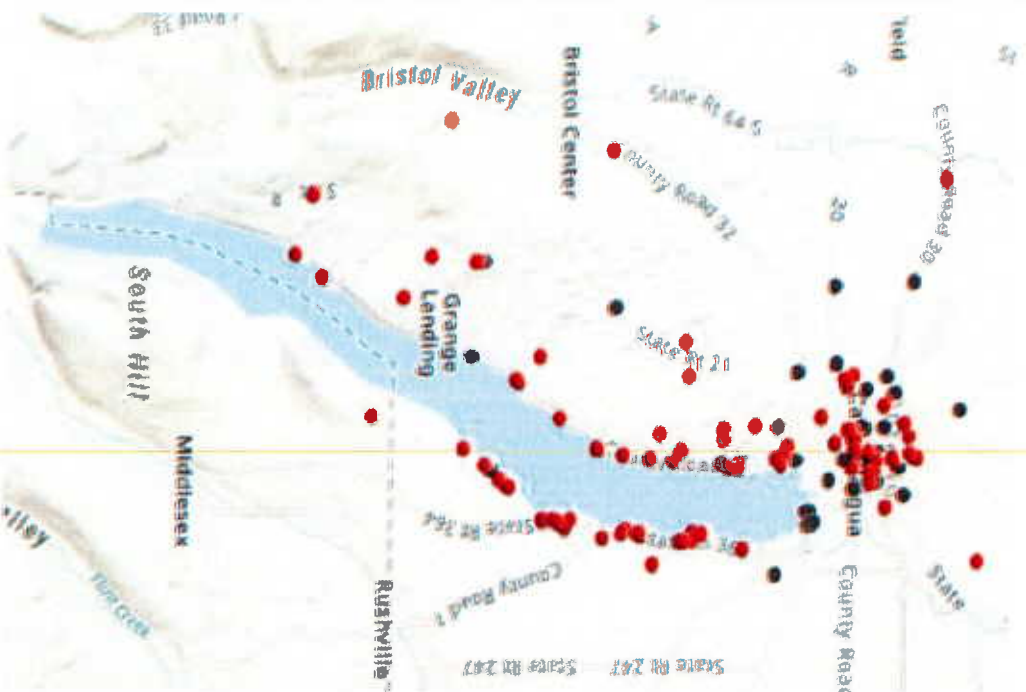
4 Volunteers
Started in 2017

Storm Event Stream Monitoring for *E. coli* fecal contamination

2 Volunteers
Started in 2020



Lake Friendly Lawn Care Program



Launched in 2018

Currently, 156 private residences and another 40 local businesses participate

Both the City & Towns of Canandaigua have agreed to having pesticide-free parks and green spaces



Support to Wetland Restoration Initiatives

Fallbrook Restoration Project (Now complete)

- Converting peak flows into a 20-acre area for treatment
- Allows for educational opportunities

Naples Creek / Parrish Flats project

- Designed to alleviate flooding around the State Route 245 bridge and areas to the east
- Enhancing water quality and flood resiliency within in the High Tor wetland complex



Aquatic and Terrestrial Invasive Species



Water Chestnut



Hydrilla



Zebra & Quagga Mussels



Starry stonewort



Hemlock Woolly Adelgid



LDD (Gypsy Moth)

Spotted Lanternfly

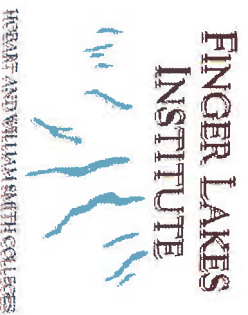


Launched in 2013

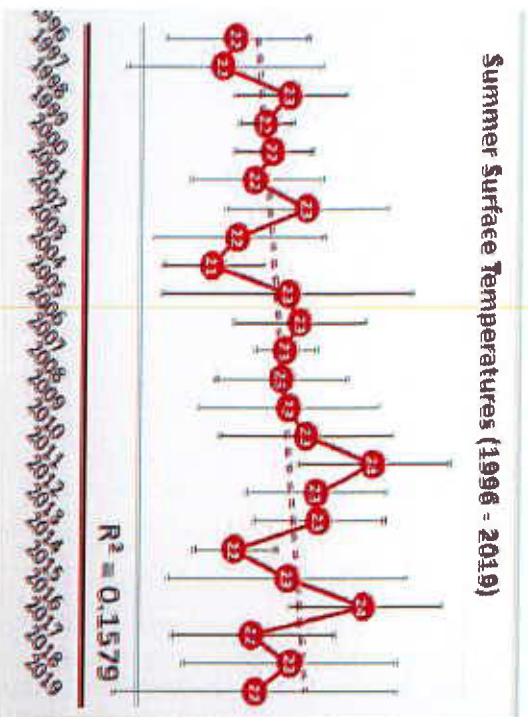
Watercraft Steward Program

- Stewards on the lake 7 days a week (FLI and NYS State Parks)
- Partnership effort between FLI, CLWA, CLWC
- In 2020, over 17,000 boats inspected
- In 2021, 15,656 boats inspected

CLEAN, DRAIN, DRY!



Climate Change: Warmer and Wetter



- A study published in 2014 by Dr. Bruce Gilman notes a 2.2°C increase since 1996 on Canandaigua Lake.
- *"More research and monitoring is warranted"*
- A recorded 71% increase in intense storm events throughout the northeast

Increased Flooding and Warmer Lake Temperatures

Joshua Martin, 7/18/21



Harmful Algal Blooms (HABs)

- Large concentrations of blue-green algae (cyanobacteria)
- Produce liver and brain toxins
- Threat to swimmers, pets, tourism
- Challenges water treatment plants
- Promoted by warmer, nutrient rich water



Shoreline Monitoring Results: Over The Years

Shoreline HABs Program		2018	2019	2020	2021
# of Volunteers		16	26	42	70
Weekly Surveys Performed		218	295	375	561
Confirmed Blooms		54	65	79	75



WATERSHED EDUCATION PROGRAM

- Educates over 1,500 K-12 students each year in the Canandaigua, Marcus Whitman and Naples School Districts as well as St. Mary' School
- Incorporates service projects like storm drain marking
- Co-sponsored by the Canandaigua Lake Watershed Council



Community Outreach Activities to promote Best Management Practices

- Co-sponsored 3, Soil Health workshops with Ontario & Yates County SWCDs
- Host workshops, lectures, hikes, activities to educate and encourage lake stewardship
 - Rain Barrel workshops, invasive species scouting, etc
- Promote the transition from using incendiary flares to LED flares for Ring-of-Fire



Get Involved with CLWA!

- Become a member or provide a gift membership
- Sign up for E-News
- Volunteer for Special Projects
- Share your skills by joining a CLWA Committee
- Invite us to Community Festivals

Follow us:



Thank you for inviting us today!



Contact us:

CLWA

Info@canandaigualakeassoc.org

(585) 394-5030

RESOLUTION #5-2022
MUTUAL AID AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN:
TOWN OF NAPLES
VILLAGE OF NAPLES
TOWN OF HOPEWELL

THIS INTER-MUNICIPAL AGREEMENT (this "Agreement") is made by and between the TOWN AND VILLAGE OF NAPLES both being a municipal corporation of the State of New York, having an offices and place of business at 106 South Main Street Naples, NY 14512 (hereinafter referred to as "Naples") and the TOWN OF HOPEWELL a municipal corporation of the State of New York, having an office and place of business at 2716 County Road 47 Canandaigua, NY 14424 (hereinafter referred to as the "Hopewell"). Naples and Hopewell are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, Pursuant to General Municipal Law 119-o, local governments are authorized to enter into municipal cooperation agreements to share resources in the performance of their respective functions, and

WHEREAS, It has been proposed that Naples and Hopewell within Ontario County enter into a "mutual aid" agreement for Code Enforcement inspections and emergency response.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Purpose The purpose of this Agreement is to allow Naples and Hopewell Code Enforcement Departments to assist one another when **covering vacations, medical leave, and or any emergency requests required to meet temporary demands for the departments.** This mutual aid program shall not be used to establish long term or permanent exchanges or assumption of permanent obligations relating to any function performed by the parties.

2. Mutual Aid Review Committee There shall be a mutual aid review committee consisting of the Naples (Town and Village) and Hopewell Code Enforcement Officials and the Chief Elective Official from each Naples (Town and Village) and Hopewell.

The mutual aid review committee shall meet at least once annually to review the terms of this Agreement and the effectiveness of the mutual aid program during the prior year. The committee shall also plan to periodically notify all parties to this Agreement of additions and withdrawals from the list of participating municipalities.

3. Designation of Coordinators Naples (Town and Village) and Hopewell shall designate one or more coordinators ("Designated Coordinators") who shall be authorized to request or render mutual aid assistance. The Code Enforcement Officials for Naples and Hopewell shall serve as the town's designated coordinators. All coordinators shall request or render mutual aid assistance within the parameters established by their municipality's governing body.

4. Services The parties, by this Agreement, grant unto its respective Code Official and/or its designated coordinator the authority to enter into any shared service arrangements with the other subject to the following terms and conditions:

a. The parties agree to rent, exchange, or borrow from the other all manpower and equipment, which it may need for its purposes as determined by their Designated Coordinator. The value of the materials or supplies borrowed from one another under this Agreement must be returned in the form of similar types and amounts of manpower and equipment or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Designated Coordinators.

b. The parties agree to provide public fire and safety services to the other. The determination as to whether such services are available shall be made by the assisting party. In the event the Designated Coordinator determines that it will be in its best interests to lend services to the other party, the Designated Coordinator is hereby authorized to lend such services to the other party. The value of such services must be returned by the borrowing party in the form of similar types and amounts of services of equal value, to be determined by the respective Designated Coordinators.

c. The assisting party reserves the right to refuse or withdraw assistance at any time.

d. It is the intention of the parties that no payment shall be made in return for services rendered or equipment provided hereunder. Rather, the consideration running to each party hereunder shall be the availability of such services, equipment, and materials. However, each party shall keep daily logs for such activities for the sole purpose of verifying participation in a mutual aid activity.

e. Employees of the assisting party hereunder shall be deemed to be performing services for the assisting party and shall be paid in accordance with the assisting party's practices.

f. Each party shall remain fully responsible for its own employees, including but not limited to salary, benefits, insurances and workers compensation.

g. Notwithstanding any other provision(s) in this Agreement, there may be occasions where a party wishes to pay for materials, machinery, equipment, or services from another party. the value of such materials, machinery, equipment, or services shall be agreed upon between the Designated Coordinators of the parties and shall be set forth in a written memorandum and properly signed by each party.

h. In the event machinery or equipment being operated or used by an employee of the owning party is damaged or otherwise in need of repair while working for another party, the party owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting party, such party shall be responsible for such repairs. The lending party shall be liable for any negligent acts resulting from activities of its employee(s), and/or its operation of machinery/equipment by its own operator. The borrowing, receiving or renting party shall be liable for any negligent acts or omissions resulting from activities or omissions of its employee(s), and or its operation of machinery/equipment by its own operator(s) regardless of whether the machinery/equipment is owned by the lending party. In the event any damages arise out of the fault of a 3rd party, the borrowing, receiving, or renting party shall be responsible for repair/replacement and/or provide substitute machinery/equipment.

5. Mutual Defense and Indemnification The parties agree that except for the amount, if any, of damage contributed to, caused by or resulting from the other party, the party shall defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the party or third parties under the direction or control of the party. The duty to defend hereunder shall be triggered immediately upon notice to the party by the other party of the other party's receipt of a Notice of Claim, service of process or other demand or claim.

6. Statutory Compliance All parties shall perform in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference.

7. Amendments No waiver, modification, or amendments of the Agreement or any part thereof shall be valid unless in writing and approved by the parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

8. Term This Agreement will commence for five years starting on the date last signed below. At the termination of this Agreement, the parties may extend or renew this Agreement by a writing properly signed by each of the parties for another five-year period. In the event any party desires to terminate the contract before the end of the five-year contract term, thirty (30) days written notice to all parties shall be required.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates written below.

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Chief Elected Officer

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Chief Elected Officer

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Chief Elected Officer

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Code Enforcement Official

Printed Name _____

Date _____

COUNTY, TOWN, VILLAGE, CITY OF _____

BY _____
Code Enforcement Official

Printed Name _____

Date _____

I have been a Hopewell resident since 1996 when my wife and I built the home in which I still reside. Our two adult children, Matthew and Natalia, both currently live in the area.

I was raised in a blue collar family in the Rochester area. My father and brothers worked in heavy equipment operation, construction and the trades. I have been privileged to have gained much knowledge about those industries from working alongside them on various projects.

My early adult career began as a materials handler/truck driver and I later became a tractor trailer driver. Currently, I drive school bus for special needs children for the Victor school district part-time.

My hobbies consist of riding my motorcycle, boating, hunting, and a little bit of fishing. I volunteer at Foodlink at the Wellspring Church location.

Duane LaPlant

3905 Ste Rte 488

Canandaigua, NY

A handwritten signature in dark ink, appearing to read "Duane LaPlant", with a stylized, flowing script.