

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424

ORDINANCE COMMITTEE

Monday April 5th, 2021, at 9:00 AM

Rev. 4/14/2021

MEETING REPORT

MEETING CALLED BY:	GARY DAVIS		
COMMITTEE MEMBERS:	GARY DAVIS	JOHN CASEY	CHUCK OYLER
	BOB HILLIARD	TOM SCHWARTZ	
SECRETARY:	KIMBERLY BURKARD		
GUESTS:	TERRY FENNELLY	DOUG FINCH	CHRIS JENSEN

PRIVILEGE OF THE FLOOR

Chair Davis opened the meeting at 9 am.

COMMITTEE BUSINESS

- Permeable Surfaces

- Chair Davis noted that the minutes from the joint Ordinance-ECB meeting have been distributed and that he is still waiting on information from Kevin Olvaney about the language South Bristol uses regarding permeable surfaces.
- The permeable surface issue has arisen due to: the multitude of zoning variances concerning lot coverage—most specifically those for smaller lake area lots plus the often made recommendations from the ECB to use permeable surfaces when there is more lot coverage than what is allowable in these variances, to which Mr. Casey added that the Zoning Board has accepted as a work around in most instances. He believes that we need to find a way to emphasize and motivate people to use these surfaces, as opposed to hard, impermeable surfaces, to protect lake health.
- Mr. Schwartz shared his opinion that accommodations have already been made for small lots concerning lot coverage (current lot coverage code) and that he opposes additional accommodations for lot coverage.
- Mr. Jensen gave the historical perspective on why there are the 3 lot coverage ranges now—the RLD lot coverage used to be 25% building lot and 15% building coverage which generated many variances.
- Mr. Oyler notes that he sees the Committee having two options on this issue: 1.) Leave it alone and let the ZBA judge each case on its merits or 2.) We provide some allowance for using the permeable surfaces, for which the South Bristol language would be useful.
- Mr. Jensen reminded the Committee of Kevin Olvaney's suggestion of reducing lot coverage from 40% to 30% and allowing the landowners to get up to that 40% by the use of permeable surfaces.

- Chair Davis will reach out to Mr. Olvaney for more details on how South Bristol handled this issue.
 - Mr. Olyer pointed out that when permeable surfaces are noted by an applicant that the Planning Board has required as part of their approval that the details of the permeable surface be shown on their plan and that it is reviewed by MRB to ensure there is the right application in the right area. The design details as well as how they will be maintained are thereby reviewed at the Planning Board level.
- **Parks & Recreation Codes**
- Mr. Finch addressed the comments that Mr. Schwartz and Jean Chrisman had regarding the proposed Parks & Rec. code updates. Some issues have already been addressed with existing town law and others, such as tent camping, would be considered by the Town Board with public hearings in April. He also noted that the MRB will be reviewing the Uplands of Onanda Park and its future use which will further address some of these topics.
 - Mr. Scwartz commented that his feedback was mostly of an editorial nature for verbiage/legal review and it does not need to be addressed in this meeting. He did, however, question the “sale of alcoholic beverages” on town property. Mr. Finch responded that they had been working with their insurance carrier (who is also the carrier of Monroe County Parks) and the legislation being proposed mirrors that being used by Monroe County Parks and others. The Alcohol Use Permit would only be used by organizations (and not weddings or other private gatherings) for events like wine tastings where sales of bottles of wine to take home would be permissible.
- **Future Issues for the Ordinance Committee to Consider?**
- Chair Davis asked Mr. Finch for issues that may be on future agendas for the Ordinance Committee. He noted the topics below. Chair Davis also commented that only one large topic on the agenda at a time would be best with possibly some other smaller ones accompanying it.
 - **Billboard Signage/Lamar** - The litigation settlement requires an update to our local law regarding billboard signage as it was found to be in conflict with federal law, most specifically in the amortization clause that was included in our local law. Mr. Finch forwarded a copy of the proposed settlement and legislation which are included below:

Draft Settlement Agreement 4847-6301-7401 v.11

DRAFT SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into this [REDACTED] day of [REDACTED], 2020 (the “Effective Date”), by and between Lamar Advertising of Penn, LLC d/b/a Lamar Advertising of Rochester (“Lamar”), the Canandaigua National Bank and Trust Company, and Joan Purdy (collectively, the “Plaintiffs”); and the Town of Canandaigua (the “Town”), the Town Board of the Town of Canandaigua (the “Canandaigua Town Board”), and Chris Jensen in his official capacity as Code Enforcement Office of the Town of Canandaigua (collectively, the “Defendants”) (with Plaintiffs and Defendants collectively referred to as the “Parties”), in order to resolve litigation currently pending between the Parties in the United States District Court for the Western District of New York, styled *Lamar Advertising of Penn, LLC et al. v. Town of Canandaigua et al.*, Civil Action No. 19-cv-6487-CJS-MJP (“the Action”).

1. Good and Sufficient Consideration

The Parties agree that the promises exchanged in this Agreement constitute good, fair and sufficient consideration.

2. Amendments to Town Code

As part of the consideration for this settlement, the Canandaigua Town Board shall amend the Canandaigua Town Code (“the Code”) by passage of a resolution in the form in Exhibit 1.

3. No Payment

No Party is required to make any monetary payment to any other Party as a condition of this Agreement.

4. Relocated Route 332 Sign

The Parties agree that the sign located at 2241 State Route 332 as of June 28, 2019 (“Old Route 332 Sign”) shall be relocated and converted to (or reconstructed as) a Digital or Electronic Sign as defined in the Town Code Amendment in Exhibit 1 (“Relocated Route 332 Sign”).

The location of the Relocated Route 332 Sign shall be along Route 332 in the vicinity of Campus Drive, on the east side of Route 332.

The Parties agree that the appearance of the Relocated Route 332 Sign at the time of relocation shall generally be as depicted in Exhibit 3, and that occasional updates to the style and other maintenance and repair of the Relocated Route 332 Sign are consistent with applicable provisions of the Code. The Relocated Route 332 Sign may have one digital face and one static face, two digital faces, or two static faces, depending on Lamar’s needs, and Lamar may change a static face to a digital face or vice versa based on future needs.

Defendants agree that, in addition to advertising displayed in the electronic display area of the Relocated Route 332 Sign, the Relocated Route 332 Sign may also display a non-electronic welcome message and Lamar branding (including an electrically illuminated/internally lit Lamar name/logo), generally as depicted in Exhibit 3.

Specifications for the digital face(s) of the Relocated Route 332 Sign are:

- a. Maximum height. The highest point of the sign shall be no higher than 35 feet above the surrounding ground level.
- b. Electronic image area. The electronic display area of the sign shall be no more than 300 square feet.
- c. Maximum brightness. Maximum brightness will not exceed 5,000 cd/m² in daylight and 280 cd/m² at night (one hour after sunset to one hour before sunrise);
- d. Automatic dimmer. The sign must be equipped with both a dimmer control and a photocell, which will automatically adjust the display intensity according to natural ambient light conditions and not exceed maximum brightness;
- e. Dwell time. The message/image change interval will be a minimum of (6) six seconds.
- f. Static image. The displayed image will remain static during the (6) six second interval.

- g. No moving images. There will be no visual special effects of any kind during a message or during the transition between successive messages.
- h. Transitions. The sign must transition from one message to the next, with no perceptible dimming or blanking of the display, and with no visible effects such as fade, dissolve, animation, flashing or moving lights.
- i. Transition Time. The time interval used to change from one complete message, image or display to the next complete message, image or display shall be as close to instantaneous as possible and must take a maximum of one (1) second.
- j. No sequenced messages. Sequencing of messages, such as using two or more successive screens to convey a message on a single sign that will not fit on one screen may not be used.
- k. Default display. The sign will contain a default mechanism that will freeze the sign in one position, or the off position, if a malfunction occurs.
- l. Not interactive. The sign will not be interactive and will not feature or support personalized communications with a driver or other person in real-time, nor emit sound, odor, or visible matter, other than light.

5. Refurbished Route 5&20 Sign

The Parties agree that the two signs located at Route 5&20 in the vicinity of Flint Creek as of June 28, 2019 (“Old Route 5&20 Signs”) shall be relocated and converted and combined to be (or reconstructed as) a single Digital or Electronic Sign as defined in the Town Code Amendment in Exhibit 1 (“Refurbished Route 5&20 Sign”).

The location of the Refurbished Route 5&20 Sign shall be the same parcel of land where the Old Route 5&20 Signs are currently located.

The Parties agree that the Refurbished Route 5&20 Sign shall be a single Digital or Electronic Sign of the type illustrated in the second image in Exhibit 4, and that it need not be a monument-type sign structure such as that generally depicted in Exhibit 3. The Refurbished Route 5&20 Sign may, but need not, be mounted on the existing frame structure, or it may be mounted on a new pylon.

Defendants agree that, in addition to advertising displayed in the electronic display area of the Refurbished Route 5&20 Sign, the Refurbished Route 5&20 Sign may also display non-electronic Lamar branding.

Specifications for the Refurbished Route 5&20 Sign are:

- a. Maximum height. The highest point of the sign shall be no higher than 30 feet above the surrounding ground level.
- b. Electronic image area. The electronic display area of the sign shall be no more than 300 square feet.
- c. Maximum brightness. Maximum brightness will not exceed 5,000 cd/m² in daylight and 280 cd/m² at night (one hour after sunset to one hour before sunrise);
- d. Automatic dimmer. The sign must be equipped with both a dimmer control and a photocell, which will automatically adjust the display intensity according to natural ambient light conditions and not exceed maximum brightness;
- e. Dwell time. The message/image change interval, will be a minimum of (6) six seconds.

- f. Static image. The displayed image will remain static during the (6) six second interval.
- g. No moving images. There will be no visual special effects of any kind during a message or during the transition between successive messages.
- h. Transitions. The sign must transition from one message to the next, with no perceptible dimming or blanking of the display, and with no visible effects such as fade, dissolve, animation, flashing or moving lights.
- i. Transition Time. The time interval used to change from one complete message, image or display to the next complete message, image or display shall be as close to instantaneous as possible and must take a maximum of one (1) second.
- j. No sequenced messages. Sequencing of messages, such as using two or more successive screens to convey a message on a single sign that will not fit on one screen may not be used.
- k. Default display. The sign will contain a default mechanism that will freeze the sign in one position, or the off position, if a malfunction occurs.
- l. Not interactive. The sign will not be interactive and will not feature or support personalized communications with a driver in real-time, nor emit sound, odor, or visible matter, other than light.

6. First Operation of the Signs

The date on which the Relocated Route 332 Sign first displays a paid advertisement on its electronic display area shall be deemed its date of “First Operation.”

The date on which the Refurbished Route 5&20 Sign first displays a paid advertisement on its electronic display area shall be deemed its date of “First Operation.”

7. Town Advertising on the Relocated Route 332 Sign

Lamar agrees that for five years, beginning with the first calendar year beginning after the date of First Operation, it will provide the Town of Canandaigua with two (2) 28-day “flights” (during which the Town’s message will be displayed in one of six rotating message slots) of digital message display on the Relocated Route 332 Sign each calendar year without any charge or cost to the Town. The Town may use its digital message flights for non-profit municipal advertising or messages, and the Town may allocate some or all of its display time to non-profit organizations, not-for-profit organizations, or other municipal governments or organizations (for example, a local fire department, local Scouting units, or a local food bank). The Town’s slots may not be used for political or issue-oriented advertising.

The town must inform Lamar of its chosen flights before the beginning of the calendar year in which the 28-day flights begin, and at least six months in advance. If all slots during any flight have already been rented to other advertisers, Lamar shall offer the Town alternative flights that are available. The Town shall be responsible for informing Lamar of its proposed digital messages for display sufficiently in advance to allow Lamar to program and prepare to display those messages, including informing Lamar of the messages for any organization that the Town designates to receive the Town’s message time. Lamar and the Town may agree to change the scheduled time and date that the Town’s messages will be displayed through an exchange of emails, notwithstanding any other provision of this agreement that requires changes to be agreed to in a signed writing.

In the event that the Town of Canandaigua does not provide to Lamar its proposed advertising content at least 3 weeks before the beginning of the scheduled display time, Lamar shall not be obligated to display the Town's proposed content. Instead, Lamar may display a "Welcome to Canandaigua" message or other pre-agreed default message in the Town's message slot.

The Parties agree that Lamar may refuse to display any message or display that it reasonably believes to be unsafe (including to drivers who might view the sign), incompatible with the technical capabilities of the Relocated Route 332 Sign, offensive, encouraging illegal activity, disparaging to a Lamar customer, or otherwise incompatible with Lamar's advertising standards.

8. Town Advertising on the Refurbished Route 5&20 Sign

Lamar agrees that for five years, beginning with the first calendar year beginning after the date of First Operation, it will provide the Town of Canandaigua with two (2) 28-day "flights" (during which the Town's message will be displayed in one of six rotating message slots) of digital message display on the Refurbished Route 5&20 Sign each calendar year. The Town may use its digital message flights for non-profit municipal advertising or messages, and the Town may allocate some or all of its display time to non-profit organizations, not-for-profit organizations, or other municipal governments or organizations (for example, a local fire department, local Scouting units, or a local food bank). The Town's slots may not be used for political or issue-oriented advertising.

The town must inform Lamar of its chosen flights before the beginning of the calendar year in which the 28-day flights begin, and at least six months in advance. If all slots during any flight have already been rented to other advertisers, Lamar shall offer the Town alternative flights that are available. The Town shall be responsible for informing Lamar of its proposed digital messages for display sufficiently in advance to allow Lamar to program and prepare to display those messages, including informing Lamar of the messages for any organization that the Town designates to receive the Town's message time. Lamar and the Town may agree to change the scheduled time and date that the Town's messages will be displayed through an exchange of emails, notwithstanding any other provision of this agreement that requires changes to be agreed to in a signed writing.

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The Parties agree that Lamar may refuse to display any message or display that it reasonably believes to be unsafe (including to drivers who might view the sign), incompatible with the technical capabilities of the Refurbished Route 5&20 Sign, offensive, encouraging illegal activity, disparaging to a Lamar customer, or otherwise incompatible with Lamar's advertising standards.

9. Permits for Signs

The Parties agree to cooperate in the application for and approval of all permits required for the construction and the operation of the Relocated Route 332 Sign and all permits required for the construction and the operation of the Refurbished Route 5&20 Sign, which permits shall issue in a timely manner as long as the Relocated 332 Sign and the Refurbished Route 5&20 Sign are constructed in the manner set out in this Agreement.

10. No Contrary Action

The Town Board shall not enact or pass any local law or enact any amendment to the Code or take any action that is contrary to the terms of this Agreement.

The Town shall not enact or pass any local law or enact any amendment to the Code or take any action that would require removal of or prevent the operation of or prevent the sale of advertising on the Relocated Route 332 Sign.

The Town shall not enact or pass any local law or enact any amendment to the Code or take any action that would require removal of or prevent the operation of or prevent the sale of advertising on the Refurbished Route 5&20 Sign.

11. Grandfathering of Signs

For all purposes, including any action to enforce any zoning ordinance, and including any other dispute concerning the Relocated Route 332 Sign, the Parties shall deem and treat the Relocated Route 332 Sign as having been in existence since the date that the Old Route 332 Sign was erected, including in any legal proceeding. For all purposes, including any action to enforce any zoning ordinance, and including any other dispute concerning the Refurbished Route 5&20 Sign, the Parties shall deem and treat the Refurbished Route 5&20 Sign as having been in existence since the date that the oldest of the Old Route 5&20 Signs was erected, including in any legal proceeding.

In the event that any Defendant takes any action that requires removal of or prevents the operation of or prevents the sale of advertising on the Relocated Route 332 Sign, the Town shall pay to Lamar just compensation for the Relocated Route 332 Sign according to the provisions of Section 88 of the New York State Highway Law as if the Relocated Route 332 Sign existed as of the date that the Old Route 332 Sign was erected. This compensation shall not be made in whole or in part by amortization nor shall such compensation be limited in any fashion by any other local law or legislation.

In the event that any Defendant takes any action that requires removal of or prevents the operation of or prevents the sale of advertising on the Refurbished Route 5&20 Sign, the Town shall pay to Lamar just compensation for the Refurbished Route 5&20 Sign according to the provisions of Section 88 of the New York State Highway Law as if the Refurbished Route 5&20 Sign existed as of the date that the oldest of the Old Route 5&20 Signs was erected. This compensation shall not be made in whole or in part by amortization nor shall such compensation be limited in any fashion by any other local law or legislation.

In the event that the Relocated Route 332 Sign is targeted for removal as a result of authorized and lawful action of a federal, state, county, or other governmental authority having jurisdiction or agency or court having jurisdiction, the owner / lessee of the Relocated Route 332 Sign shall be entitled to compensation according to the provisions of Section 88 of the New York State Highway Law as if the Relocated Route 332 Sign existed as of the date that the Old Route 332 Sign was erected, and the Town of Canandaigua shall pay such compensation to the extent it is not paid by any other federal, state, county or other governmental entity. This compensation shall not be made in whole or in part by amortization nor shall such compensation be limited in any fashion by any other local law or legislation.

In the event that the Refurbished Route 5&20 Sign is targeted for removal as a result of authorized action of a federal, state, county, or other governmental authority having jurisdiction or agency or court having jurisdiction, the owner of the Refurbished Route 5&20 Sign shall be entitled to compensation according to the provisions of Section 88 of the New York State Highway Law as if the Refurbished Route 5&20 Sign existed as of the date that the oldest of the Old Route 5&20 Signs was erected, and the Town of Canandaigua shall pay such

compensation to the extent it is not paid by any other federal, state, county or other governmental entity. This compensation shall not be made in whole or in part by amortization nor shall such compensation be limited in any fashion by any other local law or legislation.

12. Removal of Existing Signs

Plaintiffs agree to remove the Route 21 Sign within sixty (60) days after the First Operation of the Relocated Route 332 Sign. Removal of all or any portion of the structure of the Old Route 332 Sign or of the Old Route 5&20 Signs, whether before or during or after work on the Relocated Route 332 Sign and the Refurbished Route 5&20 Sign, is only for purposes of settlement of this Action and shall not hinder any claim by Lamar to just compensation for the Relocated Route 332 Sign or the Refurbished Route 5&20 Sign according to the provisions of Section 88 of the New York State Highway Law or any other law concerning compensation for the removal of signs.

13. Dismissal of Litigation

The Parties agree that they will stipulate to dismissal of the Action without prejudice, with each Party to bear its own attorneys' fees and costs, according to the form of stipulation in Exhibit 2. Plaintiffs shall file the stipulation of dismissal within thirty (30) days following the last of enactment by Defendants of the Town Code Amendment in Exhibit 1, the issuance of each building or other permit(s) as may be required to authorize constructing, maintaining and erecting of the Relocated Route 332 Sign required by paragraph 9 above, and the issuance of each building or other permit(s) as may be required to authorize the constructing, maintaining and erecting of the Refurbished Route 5&20 Sign required by paragraph 9 above.

14. Public Disclosure of Agreement

The Parties agree that they may publicly disclose this Agreement with its Exhibits.

15. Authority to Enter Agreement

Each Party to this Agreement represents and warrants that the execution of this Agreement has been duly authorized on its behalf and that the person signing on its behalf has sufficient authority and has been authorized to execute this Agreement.

16. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.

17. Counterparts

This Agreement may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission or e-mail), each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

18. Integration Clause

This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the settlement of the Action, and supersedes all prior settlement conversations, negotiations, and understandings between them with respect to the settlement of the Action.

19. Severability

In case any provision of this Agreement is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

20. Modifications Must Be in Writing

No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the party to be charged with the amendment, change, or modification.

21. Advice of Counsel

Each of the Parties acknowledges that it has received independent legal advice from counsel of its choice with respect to the advisability of executing this Agreement.

22. Drafting

The Parties acknowledge that they have cooperated in the drafting of this Agreement, and the negotiations and drafting of this Agreement shall have no role in its interpretation.

23. Headings

The headings in this Agreement are only for convenience and shall have no effect upon the interpretation of this Agreement.

24. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

25. Venue

Any action to enforce this Agreement, or any dispute over the terms or enforceability of this Agreement, or any other dispute among any of the Parties concerning this Agreement or the subject matter of this Agreement, shall be brought only in the federal or state courts in the County of Monroe in the State of New York.

Exhibit 1 – Town Code Amendments

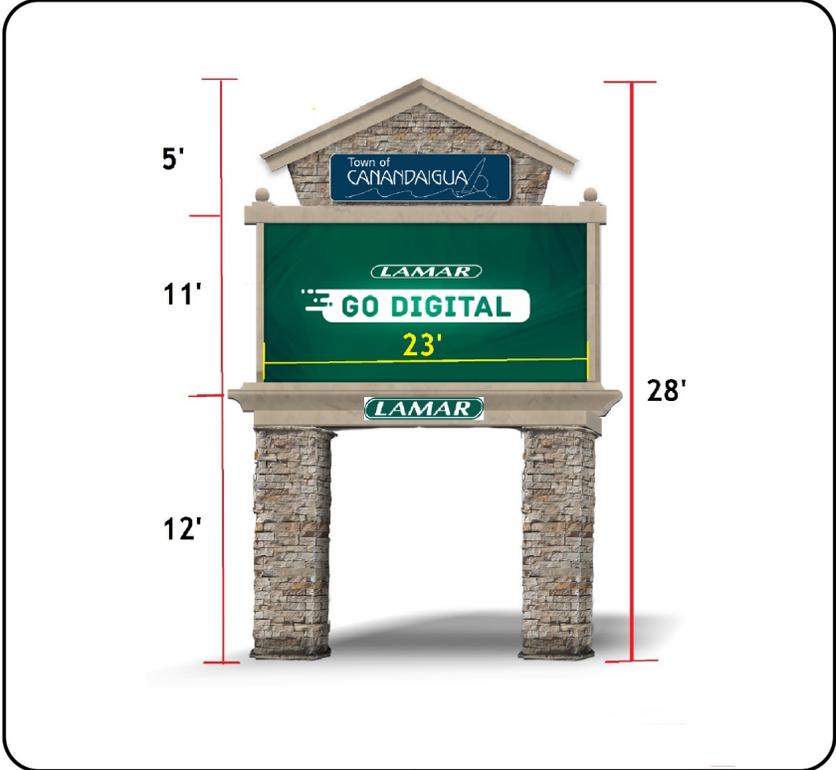
Exhibit 2 – Stipulation of Dismissal

Exhibit 3 – Approximate Appearance of Proposed Relocated Route 332 Sign





LAMAR | ROCHESTER

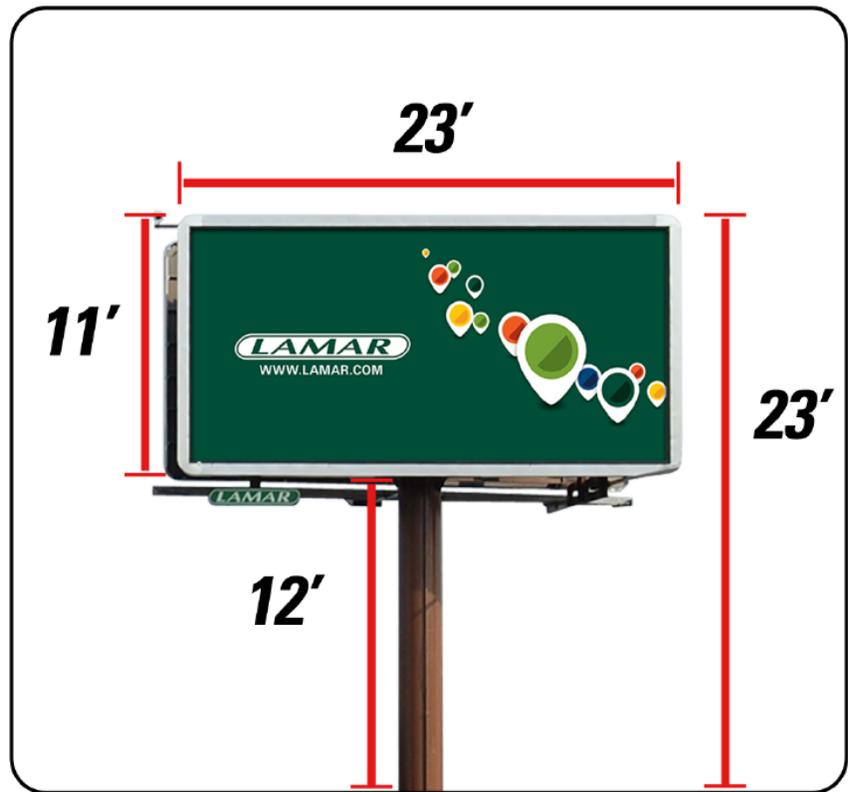


Relocated Sign on Route 332

All dimensions are approximate, see blueprint for final measurements

Exhibit 4 – Existing Route 5&20 Signs and Proposed Refurbished Route 5&20 Sign





New Digital Sign on Routes 5&20

Note: All dimensions are approximate

Proposed Town Board Resolution and Town Code Provision (4823-7563-9287 4) 4826-6686-9433 v.3

Resolution to amend portions of the Town Code pertaining to Zoning in order to allow for the construction of certain digital signs, to provide for the replacement of certain pre-existing signs with digital signs, and to facilitate resolution of pending litigation

WHEREAS, the Town of Canandaigua has completed a study of a transportation and business corridor in the vicinity of Route 332 north of the City of Canandaigua (“Uptown Canandaigua Corridor”),

WHEREAS, Article IX of Chapter 220 of the Town Code provides regulations governing signs within the Town of Canandaigua,

WHEREAS, certain existing signs within the Town of Canandaigua are owned by Lamar Advertising of Penn LLC d/b/a Lamar Advertising of Rochester (“Lamar”) on land owned or leased by Lamar,

WHEREAS, the Town of Canandaigua requested that Lamar remove certain signs within the Town of Canandaigua allegedly based on certain previous provisions under local law,

WHEREAS, Lamar has the capability to put in place certain kinds of digitally programmable signs that are aesthetically pleasing, can have their display changed at controlled frequency, and can have their display light intensity change at different times of day or as ambient lighting conditions change (“Digital Signs”),

WHEREAS, Lamar and representatives of the Town of Canandaigua have discussed the placement of Digital Signs at new locations that would enhance the appearance of the Business Corridor,

WHEREAS, the Federal Highway Beautification Act and Section 88 of the New York Highway Law require the payment of just compensation for the removal of signs in certain areas that have been in existence since before a specified date,

WHEREAS, Lamar and the Town of Canandaigua are parties to litigation over Lamar’s claim to entitlement to compensation arising from the requested removal of certain signs within the Town of Canandaigua,

WHEREAS, Lamar and the Town of Canandaigua believe it to be in their mutual interest to and to resolve the litigation between them,

WHEREAS, as a condition to resolution of the litigation between Lamar and the Town of Canandaigua, certain provisions must be adopted and included in the Town Code to provide for the placement of digital signs within the Town of Canandaigua,

NOW THEREFORE BE IT RESOLVED, that Section 220-79 of the Town of Canandaigua Code (“the Code”) be amended to include the following provisions in a new Subsection E to be entitled “Digital Signs”:

(1) Digital Signs. An off-site sign or billboard that utilizes digital or light-emitting diodes (LEDs) or similar electronic methods to create a changeable image display area shall constitute a “Digital Sign.”

(2) Electronically Changing Message Signs. A sign or portion thereof designed to accommodate and display electronic messages and that can be changed or rearranged electronically without any physical alteration of the face or surface of the sign and shall be identified and defined under the Code as an “Electronically Changing Message Sign.”

(3) Digital or Electronic Signs. Digital Signs and Electronic Changing Message Signs shall collectively be identified and defined under the Code as “Digital or Electronic Signs.”

(4) Digital or Electronic Signs permitted under the following conditions: Digital or Electronic Signs are authorized as off-site signs under the Code. Any proposed new Digital or Electronic Signs may only be sited and erected as replacements for preexisting off-site signs that are not Digital or Electronic Signs. Moreover, any off-site sign to be replaced by a Digital or Electronic Sign must have previously been lawfully erected but is no longer authorized due to the enactment of Section 220-87D of the Code (and such off-site sign must have first been made nonconforming by Local Law No. 4 of 1989). In addition, any proposed Digital or Electronic Signs shall be subject to the following requirements (and be referred to for purposes of this Section 4 a-j as a ‘sign’):

- (a) Maximum brightness. Maximum brightness will not exceed 5,000 cd/m² in daylight and 280 cd/m² at night (one hour after sunset to one hour before sunrise);
- (b) Automatic dimmer. The sign must be equipped with both a dimmer control and a photocell, which will automatically adjust the display intensity according to natural ambient light conditions and not exceed maximum brightness;
- (c) Dwell time. The message/image change interval will be a minimum of (6) six seconds.
- (d) Static image. The displayed image will remain static during the (6) six second interval.
- (e) No moving images. There will be no visual special effects of any kind during a message or during the transition between successive messages.
- (f) Transitions. The sign must transition from one message to the next, with no perceptible dimming or blanking of the display, and with no visible effects such as fade, dissolve, animation, flashing or moving lights.
- (g) Transition Time. The time interval used to change from one complete message, image or display to the next complete message, image or display shall be as close to instantaneous as possible and must take a maximum of one (1) second.
- (h) No sequenced messages. Sequencing of messages, such as using two or more successive screens to convey a message on a single sign that will not fit on one screen may not be used.
- (i) Default display. The signs will contain a default mechanism that will freeze the sign in one position, or the off position, if a malfunction occurs.

- (j) Not interactive. The signs will not be interactive and will not feature or support personalized communications with a driver in real-time, nor emit sound, odor, or visible matter, other than light.
 - (5) No effect of conversion. The conversion of a preexisting nonconforming off-site sign to a Digital or Electronic Sign, including relocation and structural improvements related thereto, shall not be considered as a removal, replacement, change, expansion or restoration of a nonconformity and as such, the following provisions shall apply:
 - (a) Modifications to a preexisting nonconforming off-site sign needed to convert it to a Digital or Electronic Sign, including structural alterations, shall be allowed.
 - (b) Conversion ratio. There is an exchange or conversion ratio required for any proposed new Digital or Electronic Sign as follows: for every one (1) square foot of Digital or Electronic Sign area proposed at least one (1) square foot of preexisting sign area shall be removed or taken out of service.
 - (6) No other Digital or Electronic Signs. No off-site Digital or Electronic Sign that is otherwise prohibited by Section 220-87D, shall be permitted unless it is a replacement for a sign that qualifies as a preexisting nonconforming sign according to Subsection (C)(2)(a) and that meets the requirements of Section (4) above.
 - (7) Specific signs to be replaced. The sign located at 2241 State Route 332 as of June 28, 2019 (“Old Route 332 Sign”), may be relocated and converted to a Digital or Electronic Sign (“Relocated Route 332 Sign”), with no effect upon the owner / lessee’s entitlement to compensation according to Section 88 of the New York State Highway Law. The two signs located at Route 5&20 in the vicinity of Flint Creek as of June 28, 2019 (“Old Route 5&20 Signs”), may be relocated and converted and combined to a single Digital or Electronic Sign (“Refurbished Route 5&20 Sign”), with no effect upon the owner / lessee’s entitlement to compensation according to Section 88 of the New York State Highway Law, as if the Refurbished Route 5&20 Sign existed since the construction of the earlier of the Old Route 5&20 Signs.
- (a) Municipal home rule. The provisions of the Town Code concerning Digital Signs and Electronically Changing Message Sign, including the provisions concerning the Relocated Route 332 Sign and the Refurbished Route 5&20 Sign, constitute a local law enacted in accordance with the New York State Municipal Home Rule Law.
- (b) Reimbursement if affected by act of another governmental entity. In the event that the Relocated Route 332 Sign is targeted for removal as a result of authorized action of a federal, state, county, or other governmental legislature or agency or court having jurisdiction, the owner / lessee of the Relocated Route 332 Sign shall be entitled to compensation according to the provisions of Section 88 of the New

York State Highway Law as if the Relocated Route 332 Sign existed as of the date that the Old Route 332 Sign was erected, and the Town of Canandaigua shall pay such compensation to the extent it is not paid by any other federal, state, county or other governmental entity. In the event that the Refurbished Route 5&20 Sign is targeted for removal as a result of authorized action of a federal, state, county, or other governmental legislature or agency or court having jurisdiction, the owner / lessee of the Refurbished Route 5&20 Sign shall be entitled to compensation according to the provisions of Section 88 of the New York State Highway Law as if the Refurbished Route 5&20 Sign existed as of the date that the earliest of the Old Route 5&20 Signs was erected, and the Town of Canandaigua shall pay such compensation to the extent it is not paid by any other federal, state, county or other governmental entity.

NOW THEREFORE BE IT FURTHER RESOLVED, that should any provision of Section 220-79E of the Town Code enacted according to this resolution be deemed unconstitutional, illegal, or otherwise of no legal effect, the remainder of Section 220-79E shall remain in force, and the Town of Canandaigua shall pay just compensation to the owner / lessee of the sign located at 2241 State Route 332 as of June 28, 2019, in accordance with the provisions of Section 88 of the New York State Highway Law.

NOW THEREFORE BE IT FURTHER RESOLVED, that should any provision of Section 220-79E of the Town Code enacted according to this resolution be deemed unconstitutional, illegal, or otherwise of no legal effect, the remainder of Section 220-79E shall remain in force, and the Town of Canandaigua shall pay just compensation to the owner / lessee of the signs located at Route 5&20 in the vicinity of Flint Creek as of June 28, 2019, in accordance with the provisions of Section 88 of the New York State Highway Law.

- **Form Based Code** – 79 page document and development in the Uptown/PUD Area
 - **Strategic Farmland Protection Area and Strategic Forest Protection Area** – Nothing in the code to protect those areas now
- Mr. Oyler brought up the topic of sidewalks and the on-going question of “who is going to maintain the sidewalk” for future discussion. Mr. Finch stated that local law requires the home-owner in the winter to shovel the sidewalk and keep it clear of snow but that the Highway Department repairs broken sidewalks. Mr. Finch further added that the local law was adopted but never actually put into the Town Code. Mr. Fennelly brought up the possibility of establishing districts for sidewalks—Mr. Schwartz noted that this would be very useful in the Uptown Area.

Upcoming Meetings:

- **May 3, 2021 @ 9:00 am**
 - o **Agenda TBD**

Adjournment @ 9:45 am