

CITY COUNCIL AGENDA
THURSDAY, June 4, 2020
7:00 P.M.

<https://zoom.us/j/95019093147>

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

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

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

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Review of Community Core Values: As residents, city staff and appointed & elected officials of the City of Canandaigua, our decisions and actions will be guided by these core values: Responsive; Participatory Governance; Caring & Respect; Integrity; Heritage; Stewardship; and Continuous Improvement.**
- 4. Approval of Minutes: May 7, 2020**
- 5. Recognition of Guests:**
- 6. Committee Reports:**
 Planning Committee held June 2nd, next meeting: Tuesday, July 7th.
 Finance Committee held June 2nd, next meeting: Tuesday, July 7th.
 Environmental Committee held May 19th: next meeting: Tuesday, June 16th.
 Ordinance Committee held May 19th: next meeting: Tuesday, June 16th.

7. Resolutions:

- Resolution #2020-042:** **A Resolution Setting the Time and Place of a Public Hearing to Obtain Public Input Regarding a New York State Office of Community Renewal Project**
- Resolution #2020-043:** **A Resolution Amending the 2020 Agreement with Finger Lakes Television**
- Resolution #2020-044:** **A Resolution Acknowledging and Supporting a Reassessment for the 2021 Assessment Roll**

8. Ordinances:

- Ordinance #2020-002:** **An Ordinance Amending Chapter 600-12, Snow and Ice Removal, of the Municipal Code**

9. Local Laws:

- 10. Manager's Report**
- 11. Appointments**
- 12. Miscellaneous**
- 13. Adjournment**

RESOLUTION #2020-042

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING TO
OBTAIN PUBLIC INPUT REGARDING A NEW YORK STATE OFFICE OF
COMMUNITY RENEWAL PROJECT**

WHEREAS, the City of Canandaigua submitted and was awarded a Small Business Economic Development Grant through the New York State Office of Community Renewal (“OCR”) to assist in the establishment of a restaurant at 170 South Main Street in Canandaigua, New York; and

WHEREAS, a public hearing is required to obtain citizen views regarding any aspect of the project implementation, including but not limited to any construction, financing and employment opportunities resulting from the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Canandaigua that a public hearing regarding the implementation of the 170 S. Main St Corp. Project that received Community Development Block funding from the New York State Office of Community Renewal shall be held in the during the City Council meeting at 7:00 p.m. on July 2, 2020; and

BE IT FURTHER RESOLVED that the City Clerk shall cause notice to be given and published as required by law.

ADOPTED this 4th day of June, 2020.

ATTEST:

Nancy C. Abdallah,
City Clerk/Treasurer

RESOLUTION #2020-043

A RESOLUTION AMENDING THE 2020 AGREEMENT WITH FINGER LAKES TELEVISION

WHEREAS, as way to improve transparency and offer residents an increased opportunity for participatory governance, the City of Canandaigua expanded its contract with Finger Lakes Television (FLTV) in the 2020 Adopted Budget to broadcast all of its City Council and Committee meetings; and

WHEREAS, the total amount of the original contract, including the annual \$10,000 grant from Spectrum Communications for public access equipment and \$23,000 for public access services, was not to exceed \$33,000; and

WHEREAS, since that contract was executed, however, the COVID-19 pandemic has created the need for more broadcast meetings than originally anticipated resulting in increased demand on FLTV; and

WHEREAS, as a result, the contract needs to be amended to accurately reflect the scope of services provided and appropriate compensation for services rendered; and

WHEREAS, FLTV is proposing a \$490 per meeting for any meetings not originally included in the contract, and there have been six (6) meetings held thus far totaling \$2,940, and there is a high likelihood that there will be additional meetings not included in the original contract; and

WHEREAS, Staff recommends a budget amendment utilizing up to \$6,000 of unallocated outside agency funding, as well as amending the contract to cover these six (6) meetings and the expense for up to an additional six (6) meetings not originally included in the scope of work; and

WHEREAS, this recommendation was reviewed at the June 2nd Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council authorizes the City Manager to execute an amendment the 2020 Contract for Public Access Cable Television with the Finger Lakes Community College Foundation for additional services from FLTV;

BE IT FURTHER RESOLVED, that City Council hereby approves a budget amendment to utilize up to \$6,000 of unallocated outside agency funds to fund the amended FLTV agreement.

ADOPTED this 4th day of June, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer



Finger Lakes

TELEVISION

PROPOSAL

Finger Lakes TV
Attn: Kyle Krenzer
3325 Marvin Sands Drive
Canandaigua, NY 14424
(585) 857-2470
Kyle@FingerLakesTV.org

CLIENT
City of Canandaigua
2 North Main Street
Canandaigua, NY 14424
585-396-5000

CONTACT

John D. Goodwin - City Manager

DATE

5/19/2020

TERMS

2020 Annual Agreement

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
/ meeting	Operation of a public access television station on Spectrum cable channel 1304, FingerLakesTV.org, the cities Facebook page	\$490.00	\$490.00
	Live broadcast and recording of additional virtual city meetings based on requests from the city manager's office.		
	Re-broadcast of recordings as able in each of the cities re-broadcast slots. Tuesdays @ 7pm, Wednesdays @ 10am, Thursday @7pm		
	An online archive of each meetings at https://vimeo.com/channels/cdga		
/ minute	ADA closed caption & transcript of each meeting.	\$2.00	
		Per meeing	\$490.00
		+ Captions	TBD

**** This proposal has been prepared as an option for the city to help meet the requirments of NY Open Meeting Laws during the current COVID-19 time. ****

TERMS OF AGREEMENT

Please make Checks Payable to
FLCC FOUNDATION
Memo: **Finger Lakes TV**

**2020 CONTRACT FOR
PUBLIC ACCESS CABLE TELEVISION**

THIS AGREEMENT made this day of January, 2020, between the City of Canandaigua, a Municipal Corporation within the County of Ontario, State of New York, hereinafter referred to as “City” and the Finger Lakes Community College Foundation, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office at 3325 Marvin Sands Drive, Canandaigua, New York 14424, hereinafter referred to as the "Foundation."

W I T N E S S E T H

WHEREAS, the City, a municipality within the County of Ontario and the State of New York, desires to obtain services for providing local public access cable television to designated communities, and

WHEREAS, the Foundation desires to provide such services for the compensation and on the terms herein provided; and

WHEREAS, as such agreement is authorized pursuant to sections of the General Municipal Law and Laws governing this Municipality, and shall be construed and enforced in accordance with the laws of the State of New York.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. SERVICES:

The Foundation shall furnish services as provided and described in Schedule "A" which is attached hereto and made a part thereof.

2. PAYMENT:

The City shall pay the Foundation the sum of Twenty-Three Thousand Dollars (\$23,000) for the public access cable television services described in Schedule "A". The City shall also request from Time-Warner Communications the annual grant of Ten Thousand (\$10,000) for public access programming in accordance with Section Twenty-One of the Franchise Agreement between the City of Canandaigua and Time Warner Communications, and shall transmit those funds to the Foundation upon receipt.

3. LENGTH OF AGREEMENT:

This Agreement is to remain in full force and effect for one (1) year beginning January 1, 2020 and ending December 31, 2020. The City or the Foundation, upon 60 days notice, may terminate this Agreement in whole or in part when the City or Foundation deems it to be in its best interest. In such event, the Foundation shall be compensated for payment of services already rendered under this Agreement prior to the effective date of termination. This amount shall not exceed the total of \$33,000 referenced above.

In the event of a dispute as to the value of the services rendered by the Foundation prior to the date of termination, it is understood and agreed that the Foundation shall determine the value of such services rendered. Such reasonable and good faith determination shall be accepted by the City as final.

In the event the City or the Foundation determines that there has been a material breach of any of the terms of the Agreement and such breach remains uncured for five (5) days after service on the written notice thereof, the City or the Foundation, in addition to any other right or remedy it might have, may terminate this agreement subject to the compensation of services described in Section 2 above. Notice hereunder shall be effective on the date of mailing.

4. DELAY OF SERVICES:

The Foundation and/or its agents shall immediately inform the City in writing of any cause for delay in the performance of its obligations under this Agreement.

5. APPROVAL OF WORK:

All services rendered and work performed by the Foundation shall be under the direction and subject to absolute approval of the City or its agent, the Finger Lakes Television Advisory Board, hereinafter referred to as FLTV Advisory Board.

6. DELEGATION OF DUTIES:

The Foundation may delegate duties under this Agreement to Finger Lakes Community College, as provided in the Memorandum of Understanding among Finger Lakes Community College, the Foundation and the FLTV Advisory Board, in Schedule "B" which is attached hereto and made a part thereof. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performance by the Foundation.

7. EMPLOYMENT DISCRIMINATION:

The Foundation expressly agrees:

- a. That in hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, color, creed, national origin, religion, sex, age, physical disability, marital status or personal affiliations discriminate against any citizen of the State of New York who is qualified and available to perform the work which the employment relates; and
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin.

8. CONFLICTS OF INTEREST:

The Foundation and the City agree that they have no interest and will not acquire any

interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. It is further agreed that, in the performance of this Agreement, no Foundation or FLTV Advisory Board member having oversight or policy setting responsibilities shall be employed or compensated under this Agreement.

9. LIABILITY:

The Foundation agrees:

- a. That except for the amount, if any, of damage contributed to, caused by or resulting from actions of the City or its agents, the Foundation shall, through Finger Lakes Community College, provide for a commercial package policy insurance coverage (\$2,000,000) indemnify and hold harmless the City, its officers, employees and agents, including FLTV Advisory Board members, from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Foundation or third parties acting in support of the Foundation. In addition, please provide proof of your agency's Workers' Compensation coverage and Disability Insurance.

- b. Likewise the City shall indemnify and hold harmless the Foundation, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the City or third parties under the direction or control of the City.

10. OFFICIAL NOTICES:

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Foundation:

**The FLCC Foundation
3325 Marvin Sands Drive
Canandaigua, NY 14424**

To the City:

**The City of Canandaigua
2 North Main Street
Canandaigua, NY 14424**

11. CONTRACT CHANGES:

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

12. INDEPENDENT CONTRACTOR STATUS. The Foundation covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its 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.

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 contract may not be in an amount in excess of the sum appropriated therefore in the City Budget. The Foundation specifically acknowledges its responsibility to examine the City Budget to assure itself that the contract price complies with the amount appropriated therefore. Should the contract price exceed the amount appropriated for the object purpose of the contract, the 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 the Foundation or to anyone else beyond funds appropriated and available for this contract.

IN WITNESS WHEREOF, the authorized officers of the City of Canandaigua and the Finger Lakes Community College Foundation have executed this Agreement in duplicate the day and year first above written.

CITY OF CANANDAIGUA

FLCC FOUNDATION

John D. Goodwin
City Manager

Amy Pauley
Executive Director

SCHEDULE "A"

SCHEDULE "R" CONTAINS THE 2020 AGREEMENT BETWEEN THE CITY OF CANANDAIGUA AND THE FINGER LAKES COMMUNITY COLLEGE FOUNDATION FOR THE ADMINISTRATION AND COORDINATION OF THE LOCAL CABLE TELEVISION PUBLIC ACCESS PROGRAM

1. The Foundation and its agents in cooperation with the City's designated agent -- the Finger Lakes Television Advisory Board (FLTV Advisory Board) -- shall administer and coordinate the local cable television public access programing.
2. The FLTV Advisory Board, in cooperation with the Foundation, shall be responsible for the policies governing the public's access to FLTV, the equipment, access channels, and shall meet a minimum of four times a year for this purpose.
3. The City will designate a full-time City employee as the City's official liaison to the FLTV Advisory Board and the Foundation and its agents. This person shall facilitate direct communications between the City and both the FLTV Advisory Board and the Foundation and its agents regarding operation and policies involving the execution of this City contract.
4. The FLTV Advisory Board will actively promote FLTV, solicit financial support for the program and cooperate with the Foundation and its agents in the administration and coordination of the program.
5. Financial support for FLTV from the City of Canandaigua and other municipalities, and Time Warner, Inc. shall be contingent on the FLTV Advisory Board's review and approval of FLTV's budget, to be developed in cooperation with and administered by the Foundation and its agents.
6. The Foundation and/or its agents shall provide an annual programmatic and financial report, including a review of revenues and expenditures, of FLTV to the City of Canandaigua, the FLTV Advisory Board, and other local government units providing funding in January 2020.
7. The Foundation shall provide for staff as needed to meet its responsibilities under this agreement. FLTV staff shall coordinate, in cooperation with the FLTV Advisory Board, the development of a broad community-based local public access program as funding allows.
8. The Foundation and/or its agents shall be responsible for compiling and keeping records of all use of public access channels and equipment and report such use to the City and the FLTV Advisory Board on an annual basis. Consistent with New York State Cable Commission regulations, the records shall include the names and addresses of the users of the public access channel and be available for public inspection for two (2) years.
9. FLTV staff shall provide training to community residents in the use of public television production and editing equipment as needed.

10. The Foundation and/or its agents shall be responsible for the following, subject to the limitations identified in Section 6 of the Agreement.
 - a. Playback of all recordings submitted in accordance with the FLTV's Policies and Procedures.
 - b. Permitting members of the FLTV Advisory Board and all qualified users of FLTV equipment access to those spaces designated for FLTV activities at all reasonable times.
 - c. Providing all qualified public access users with the use of studio space on a space available basis.
 - d. Providing an office for FLTV staff; secure and adequate space for FLTV equipment storage, and maintenance; one (1) editing station; and studio production facilities. Recognizing the sensitive nature of the equipment and recordings stored in the facility, the Foundation will provide for adequate electric power and temperature control.
 - e. Controlling the use, loaning out and return of all FLTV equipment.
 - f. Operation of the public access community bulletin board, updating it on a regular schedule and in a timely fashion.
 - g. Providing regular and frequent notice on the public access channel of the public's opportunity to use the channel. This notice shall include the address and phone number of the station.
11. The Foundation and/or its agents shall be responsible for the security of all FLTV public access equipment and other FLTV property. It shall provide for insurance on such equipment and property which is consistent with the current specifications for Foundation projects.
14. The Foundation and/or its agents will maintain an equipment inventory available for inspection at any time at the station or to be provided upon request.
15. The policies, administration and operation of FLTV shall meet and be consistent with the New York State's Cable Commission regulations and any other applicable State and Federal regulations.
16. Agreement to extend this contract shall be reached by the City and the Foundation in December of each year.
17. See the following page for the 2020 program budget

RESOLUTION #2020-044

**A RESOLUTION ACKNOWLEDGING AND SUPPORTING A REASSESSMENT
FOR THE 2021 ASSESSMENT ROLL**

WHEREAS, the City of Canandaigua Charter intends that the assessment of all properties within the City be maintained in uniform relationship to current market value; and

WHEREAS, Section 305 of the New York State Real Property Tax Law mandates uniform assessments; and

WHEREAS, the New York State Office of Real Property Services requires a resolution supporting said reassessment; and

WHEREAS, Staff recommends authorizing a resolution to support the reassessment, and this recommendation was reviewed at the June 2nd Finance Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby acknowledges and supports a reassessment of all city properties for the 2021 assessment roll.

ADOPTED this 4th day of June, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

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