

**AGENDA**  
**PLANNING COMMITTEE & FINANCE COMMITTEE**  
**Tuesday, June 2, 2020**  
**7:00 PM**

<https://zoom.us/j/96767346578>

**Planning Committee:** Steve Uebbing, Chair  
Jim Terwilliger  
Nick Cutri  
Dan Unrath

**1. Community Choice Aggregation Public Information Meeting**

At its April 2<sup>nd</sup> meeting, City Council adopted Resolution #2020-030 selecting Joule Assets, in conjunction with Roctricity, as the Third-Party Administrator for the City of Canandaigua's Community Choice Aggregation (CCA) program. One of the primary responsibilities of the Third-Party Administrator is to ensure smooth implementation of the CCA program by holding public information meetings, conducting community outreach, and providing support for both residents and City Staff. Sue Hughes Smith and Ben Frevert from Roctricity will in attendance to conduct the first Public Information Meeting on CCA and answer any questions regarding the program.

**Finance Committee:** Jim Terwilliger, Chair  
Nick Cutri  
Steve Uebbing  
Erich Dittmar

**1. 2019 Fiscal Year Auditors Report**

The unaudited 2019 financial statements were presented at the Finance Committee meeting held March 3, 2020. The City's independent audit has been completed and a representative from Raymond F. Wagner, CPA, P.C. a division of Mengal, Metzger, Barr & Co., LLP will be at the meeting to review the highlights of the 2019 audit.

**2. FLTV Contract and Budget Amendment**

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. Since that contract was executed, however, the COVID-19 pandemic has created the need for more broadcast meetings than originally anticipated such as Planning Commission, Zoning Board of Appeals and special City Council meetings resulting in increased demand on FLTV. Staff recommends reviewing and amending the contract with FLTV to reflect the true scope of work and provide fair compensation.

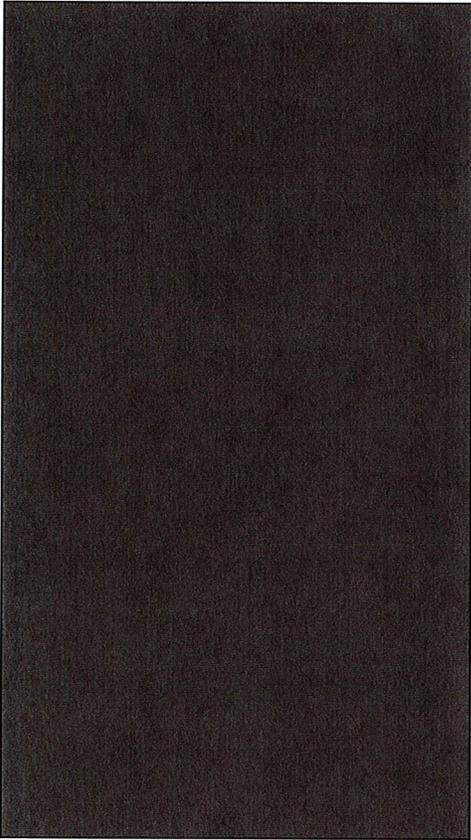
**3. Reassessment**

The City of Canandaigua is scheduled for a Reassessment in 2021. The New York State Office of Real Property Services requires a resolution supporting reassessment, and Section 305 of the New York State Real Property Tax Law mandates uniform assessments while allowing City Council to procure professional consultant services to ensure uniformity. Staff recommends City Council authorize a resolution to support the reassessment.

#### **4. Discussion on Hiring Freeze**

The COVID-19 health crisis will have a large impact on the finances of municipalities across the country. In response to the unknown fiscal losses caused by the pandemic, the City Manager instituted a hiring freeze on any positions created in the 2020 Adopted Budget, hiring replacements for any staff who retired this in 2020 and several seasonal positions. Because these positions were budgeted and approved for this year, however, the Mayor asked for a discussion on lifting the hiring freeze in its entirety or on select positions. This item was added to the agenda for discussion.

***Next Meeting: July 7, 2020***



**City of Canandaigua**  
**Clean Energy Choices**

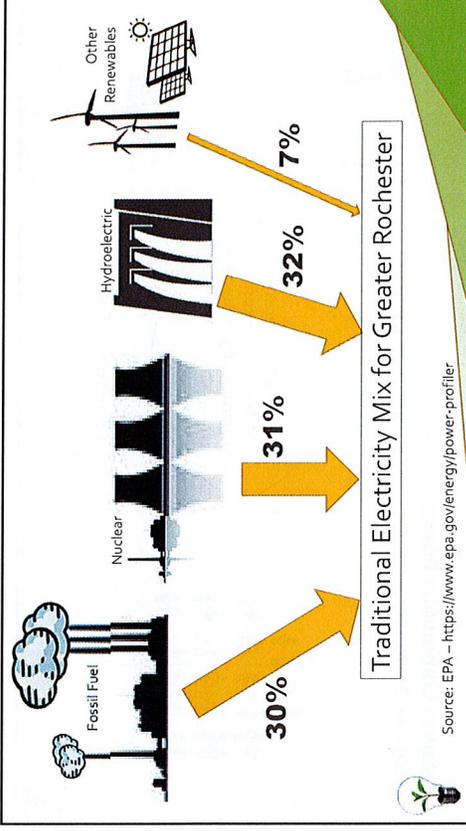
Let's create change together

**Gateway Community Power**  
[www.gatewaycommunitypower.com](http://www.gatewaycommunitypower.com)

**Gateway Community Power Program Options**

## OVERVIEW

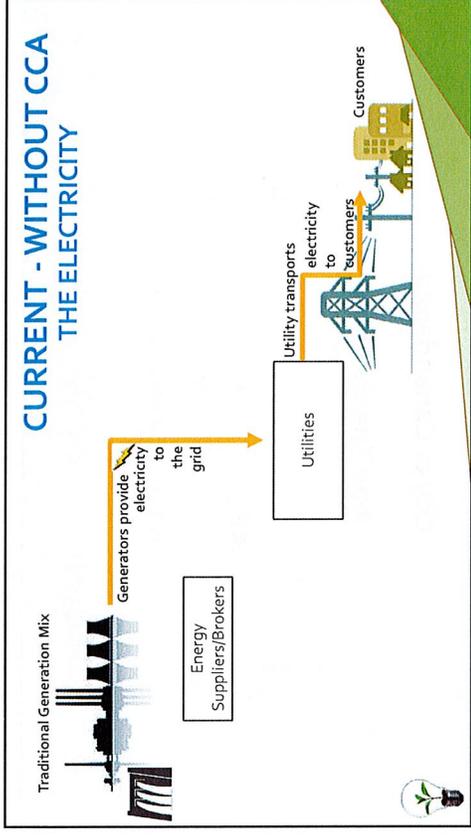
- What is Community Choice Aggregation?
- What are the benefits of CCA?
- What organizations can implement CCA?
- How does CCA work?
- How is Community Solar related?

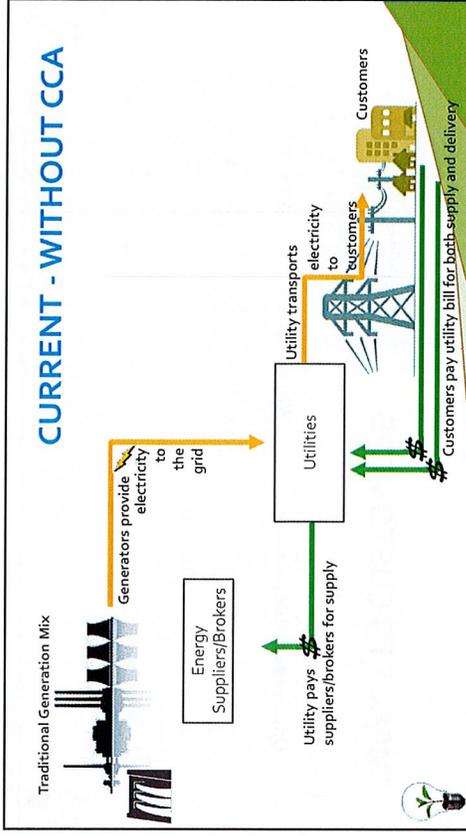
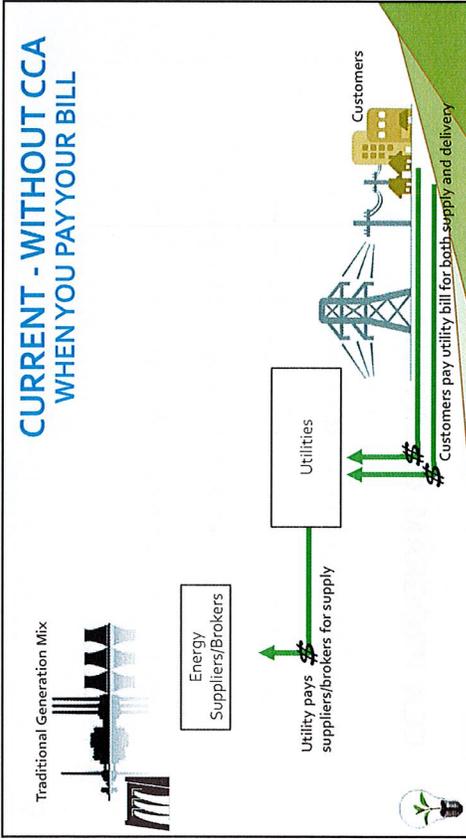


- Delivery vs. Supply
- Supplier is the utility
- Supply charge is low by comparison with other parts of the state

### DETAIL OF CURRENT CHARGES

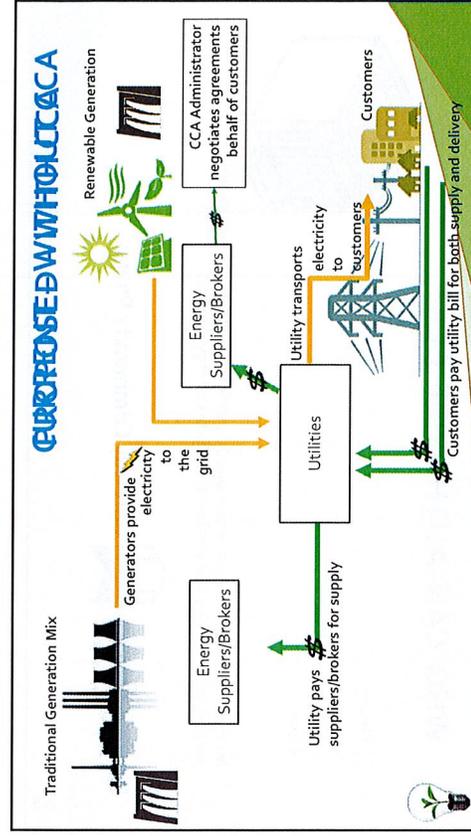
| Service Period                                  | No. of days           | Current Reading                              | Previous Reading | Total Usage     |
|---|-----------------------|--|------------------|-----------------|
| Nov 21 - Dec 22                                 | 31                    | 75021 Actual                                 | 73487 Actual     | 1534 kWh        |
| METER NUMBER                                    | 45201637              | NEXT SCHEDULED READ DATE ON OR ABOUT Jan. 25 |                  |                 |
| RATE  | Electric SC1 Non Heat |  |                  |                 |
| Basic Service (not including usage)             |                       |  |                  |                 |
| Delivery  | 0.050559 x 1534 kWh   |  |                  | 77.56           |
| SSC   | 0.008358 x 1534 kWh   |  |                  | 9.75            |
| Legacy Transition Chrg                          | 0.006874 x 1534 kWh   |  |                  | 1.03            |
| ROM   | -0.00171 x 1534 kWh   |  |                  | -2.62           |
| Transmission Rev Adj                            | -0.00383 x 1534 kWh   |  |                  | -5.11           |
| Tariff Surcharge                                | 2.04082 %             |  |                  | 1.99            |
| <b>Total Delivery Services</b>                  |                       |  |                  | <b>\$ 83.59</b> |
| Supplier: <b>PowerSource Gas &amp; Electric</b> |                       |  |                  |                 |
| Electricity Supply                              | 0.04518 x 1534 kWh    |  |                  | 69.31           |
| Merchant Function                               | 0.00172687 x 1534 kWh |  |                  | 2.65            |
| ESRM  | -0.003603 x 1534 kWh  |  |                  | -5.52           |
| <b>Total Supply Services</b>                    |                       |  |                  | <b>\$ 66.44</b> |





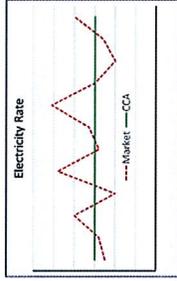
### WHAT IS COMMUNITY CHOICE AGGREGATION (CCA)?

- Energy purchase program authorized by the Public Service Commission (PSC) in April 2016
- Allows municipalities to aggregate energy demand and negotiate bulk purchase
- Shift the selection of the default supplier from the state (the utility) to your local municipality
- All energy customers are eligible to participate, but some are automatically in the program (opt-out) and some must opt-in based on their service classification



## WHAT ARE THE BENEFITS OF CCA?

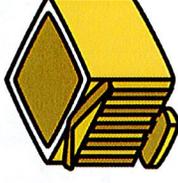
- Enables local control of selecting default supplier
- Reduced electric rates for residents and small businesses
- Reduced price volatility through fixed rate and longer-term contracts
- Can accelerate the transition to renewable energy



## WHO CAN AUTHORIZE CCA?

- Villages
- Towns
- Cities

Multiple municipalities can work together to form a single CCA that serves several communities and further aggregates energy demand.



Gateway Community Power



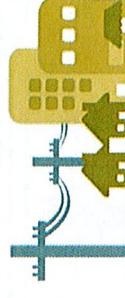
## CCA PROGRAM OVERVIEW

- May aggregate electric supply, gas supply, or both
- Customers enrolled on an opt-out basis, but opt out to be easy
- Customers already contracted with a third-party supplier may opt-in
- May choose a 100% renewable electricity supply as the default



## IMPACT TO CUSTOMERS

| Options available to customers      | <u>Without CCA</u>          | <u>With CCA</u>              |
|-------------------------------------|-----------------------------|------------------------------|
| Choose utility supplied electricity | Yes<br>default – do nothing | Yes<br>opt out of CCA        |
| Choose ESCO supplied electricity    | Yes                         | Yes<br>opt out or remain out |
| Enjoy bulk buying benefits          | No                          | Yes<br>default – do nothing  |



**QUESTIONS**

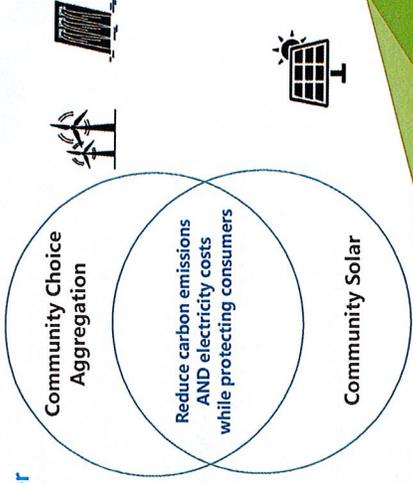


**Gateway Community Power**  
www.gatewaycommunitypower.com



Roctricity.com

**Monroe Community Power Program Options**



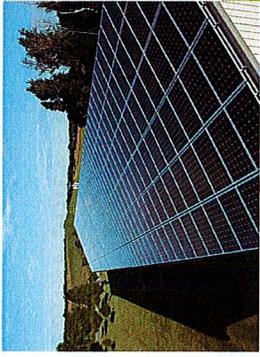
**Community Choice Aggregation**

**Community Solar**

Reduce carbon emissions AND electricity costs while protecting consumers



**WHAT IS COMMUNITY SOLAR?**



- A solar power plant or farm serving many customers and located in the same utility territory as the customers
- Provides subscribed customers monetary benefits in the form of credits on their electric bills
- Customers receive a second bill for the cost of the credits
- Often referred to as Community Distributed Generation or CDG



**FEATURES OF COMMUNITY SOLAR**

- Guaranteed customer savings on electricity
  - Typically yields 5-10% savings annually
- Customers must sign up for community solar
- Supports one or more solar project in the region
- Directly aids in the transition to renewable energy



## QUESTIONS



**Gateway Community Power**

[www.gatewaycommunitypower.com](http://www.gatewaycommunitypower.com)



**Roctricity.com**

## TWO PROGRAMS – TWO OPPORTUNITIES

### Community Choice Aggregation (CCA)

- Electricity purchase program
- Your municipality chooses default supplier
- Goals
  - Reduce electricity rate
  - Purchase 100% renewable
  - Flat rate to reduce volatility
- Program is opt-out – eligible customers are in unless they opt out
- It is easy to opt out

### Community Solar (CDG)

- Electricity purchase program
- Local solar generation project
- Goals
  - Customer savings of 5-10%
  - Support local solar development
  - Generate sustainability funds for municipality
- Participants receive on-bill credits and a second bill from solar developer
- Program is opt-in – eligible customers are out unless they opt in

- Customers can participate in either program, neither program or both
- Participation in both yields full benefit of each program to participant
- Both programs are compatible with budget billing



## WHAT YOU CAN DO TO HELP

- Tell your friends and neighbors
- Engage on social media
  - Gateway Community Power
  - Roctricity
- Help us identify presentation opportunities



## NEXT STEPS

- CCA details developed and pricing secured
- Public outreach:
  - Program letter sent via mail - decision point
  - Utility confirmation mailing
  - Social media announcements
- New supplier identified on bill - est. fall
- More outreach regarding community solar





## Gateway Community Power

[www.gatewaycommunitypower.com](http://www.gatewaycommunitypower.com)



## QUESTIONS



### Gateway Community Power

You can also reach us at  
585-244-0244  
[info@roctricity.com](mailto:info@roctricity.com)



**Roctricity.com**

### Two Programs – Two Opportunities

#### Community Choice Aggregation (CCA)

- Electricity purchase program
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# 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 <a href="https://vimeo.com/channels/cdga">https://vimeo.com/channels/cdga</a>           |                   |                 |
| / minute  | ADA closed caption & transcript of each meeting.  | \$2.00            |                 |
|           |   | <b>Per meeing</b> | <b>\$490.00</b> |
|           |   | <b>+ Captions</b> | <b>TBD</b>      |

**\*\* 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

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John D. Goodwin  
City Manager

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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 2<sup>nd</sup> 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 4<sup>th</sup> day of June, 2020.

**ATTEST:**

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Nancy Abdallah  
City Clerk/Treasurer